IMPORTANT NOTICE

NOT FOR DISTRIBUTION IN THE UNITED STATES OR TO U.S. PERSONS

IMPORTANT: You must read the following disclaimer before continuing. The following disclaimer applies to the attached information memorandum (the "**Information Memorandum**"). You are advised to read this disclaimer carefully before accessing, reading or making any other use of the attached Information Memorandum. In accessing the attached Information Memorandum, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

Confirmation of Your Representation: In order to be eligible to view the attached Information Memorandum or make an investment decision with respect to the securities, investors must not be located in the United States ("**U.S.**") or be a U.S. person within the meaning of Regulation S under the Securities Act of 1933 of the United States, as amended (the "**Securities Act**")). The attached Information Memorandum is being sent at your request and by accepting the e-mail and accessing the attached Information Memorandum, you shall be deemed to have represented to us (1) that you are not resident in the U.S. nor a U.S. person nor are you acting on behalf of a U.S. person, the electronic mail address that you gave us and to which this e-mail has been delivered is not located in the U.S. and, to the extent you purchase the securities described in the attached Information Memorandum, you will be doing so pursuant to Regulation S under the Securities Act, and (2) that you consent to delivery of the attached Information Memorandum and any amendments or supplements thereto by electronic transmission. By accepting the e-mail and accessing the attached Information Memorandum, if you are an investor in Singapore, you (A) represent and warrant that you are either an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (the "**SFA**")) pursuant to Section 274 of the SFA, or an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore and (B) agree to be bound by the limitations and restrictions described therein. Any reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

The attached Information Memorandum has been made available to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of StarHub Ltd (the "**Issuer**"), DBS Bank Ltd., United Overseas Bank Limited or any person who controls any of them nor any of their respective directors, officers, employees, representatives or affiliates accepts any liability or responsibility whatsoever in respect of any discrepancies between the Information Memorandum distributed to you in electronic format and the hard copy version. We will provide a hard copy version to you upon request.

Restrictions: The attached Information Memorandum is being furnished in connection with an offering of securities exempt from registration under the Securities Act solely for the purpose of enabling a prospective investor to consider the subscription or purchase of the securities described therein.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN THE U.S. OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE SECURITIES ACT, OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR ANY OTHER JURISDICTION AND THE SECURITIES WHICH ARE IN BEARER FORM ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. THE SECURITIES MAY NOT BE OFFERED, SOLD AND/OR DELIVERED WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

Except with respect to eligible investors in jurisdictions where such offer is permitted by law, nothing in this electronic transmission constitutes an offer or an invitation by or on behalf of the Issuer, DBS Bank Ltd. or United Overseas Bank Limited to subscribe for or purchase any of the securities described therein, and access has been limited so that it shall not constitute in the U.S. or elsewhere a general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or directed selling efforts (as defined in Regulation S under the Securities Act).

The attached Information Memorandum or any materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and the dealers or any affiliate of the dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by the dealers or such affiliate on behalf of the Issuer in such jurisdiction.

You are reminded that you have accessed the attached Information Memorandum on the basis that you are a person into whose possession this Information Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver this document, electronically or otherwise, to any other person. **If you have gained access to this transmission contrary to the foregoing restrictions, you will be unable to subscribe for or purchase any of the securities described therein.**

Actions that You May Not Take: If you receive this document by e-mail, you should not reply by e-mail, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected.

YOU ARE NOT AUTHORISED TO, AND YOU MAY NOT, FORWARD OR DELIVER THE ATTACHED INFORMATION MEMORANDUM, ELECTRONICALLY OR OTHERWISE, TO ANY OTHER PERSON OR REPRODUCE SUCH INFORMATION MEMORANDUM IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS DOCUMENT AND THE ATTACHED INFORMATION MEMORANDUM IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS.

You are responsible for protecting against viruses and other destructive items. If you receive this document by e-mail, your use of this e-mail is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

STARHUB LTD

(Incorporated with limited liability in the Republic of Singapore on 7 May 1998)
(Company Registration No. 199802208C)

S$2,000,000,000
Multicurrency Debt Issuance Programme
(the "Programme")

This Information Memorandum has not been and will not be registered as a prospectus with the Monetary Authority of Singapore ("**MAS**"). Accordingly, this Information Memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of notes (the "**Notes**") and perpetual securities (the "**Perpetual Securities**" and, together with the Notes, the "**Securities**") to be issued from time to time by StarHub Ltd (the "**Issuer**" or "**StarHub**" and together with its subsidiaries, the "**StarHub Group**") pursuant to the Programme may not be circulated or distributed, nor may the Securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 of Singapore.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in and the listing and quotation of any Securities that may be issued pursuant to the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the Official List of the SGX-ST. In addition, at the relevant time of issue of the Securities which are agreed at or prior to the time of issue to be listed on the Official List of the SGX-ST, a separate application will be made to the SGX-ST for permission to deal in, and for the listing and quotation of, such Securities on the Official List of the SGX-ST. Such permission will be granted when such Securities have been admitted to the Official List of the SGX-ST. There is no assurance that the application to the SGX-ST for permission to deal in, and for the listing and quotation of, the Securities of any Series (as defined herein) will be approved. The SGX-ST assumes no responsibility for the correctness of any of the statements made or opinions expressed or reports contained herein. The approval in-principle from, and admission to the Official List of, the SGX-ST and quotation of any Securities on the SGX-ST are not to be taken as an indication of the merits of the Issuer, its subsidiaries, its associated companies (if any), the Programme and/or the Securities. Unlisted Securities may also be issued under the Programme. The relevant Pricing Supplement (as defined herein) in respect of any Series will specify whether or not such Securities will be listed, and if so, which exchange(s) the Securities are to be listed on.

Potential investors should pay attention to the risk factors and considerations set out in the section "*Risk Factors*".

THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT (AS DEFINED HEREIN) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE U.S. AND THE SECURITIES MAY INCLUDE BEARER SECURITIES (AS DEFINED HEREIN) THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE SECURITIES MAY NOT BE OFFERED, SOLD OR, IN THE CASE OF BEARER SECURITIES, DELIVERED WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. SEE "SUBSCRIPTION, PURCHASE AND DISTRIBUTION".

Arrangers

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NOTICE

DBS Bank Ltd. ("**DBS**") and United Overseas Bank Limited ("**UOB**", and together with DBS, the "**Arrangers**") have been authorised by the Issuer to arrange the Programme described herein. Under the Programme, the Issuer may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Securities denominated in Singapore dollars and/or any other currencies.

This Information Memorandum contains information with regard to the Issuer, its subsidiaries and associated companies (if any), the Programme and the Securities. The Issuer, having made all reasonable enquiries, confirms that this Information Memorandum contains all information which is material in the context of the Programme and the issue and offering of the Securities, that the information contained herein is true and accurate in all material respects, the opinions, expectations and intentions expressed in this Information Memorandum have been carefully considered, and that there are no other facts the omission of which in the context of the Programme and the issue and offering of the Securities would or might make any such information or expressions of opinion, expectation or intention misleading in any material respect as of the date of this Information Memorandum.

Notes may be issued in Series having one or more issue dates and the same maturity date, and on identical terms (including as to listing) except (in the case of Notes other than Variable Rate Notes (as described in the section "*Summary of the Programme*")) for the issue dates, issue prices and/or the dates of the first payment of interest, or (in the case of Variable Rate Notes) for the issue prices and rates of interest. Each Series may be issued in one or more Tranches (as defined herein) on the same or different issue dates. The Notes will be issued in bearer form or registered form and may be listed on a stock exchange. The Notes will initially be represented by a Temporary Global Security (as defined herein) in bearer form, a Permanent Global Security (as defined herein) in bearer form or a registered Global Certificate (as defined herein) which will be deposited on the issue date with or registered in the name of, or in the name of a nominee of, either CDP (as defined herein) or a common depositary for Euroclear and/or Clearstream (each as defined herein) (the "**Common Depositary**") or otherwise delivered as agreed between the Issuer and the relevant Dealer(s) (as defined herein). Subject to compliance with all relevant laws, regulations and directives, the Notes may have maturities of such tenor as may be agreed between the Issuer and the relevant Dealer(s), and may be subject to redemption or purchase in whole or in part. The Notes may bear interest at a fixed, floating, variable or hybrid rate or may not bear interest or may be such other notes as may be agreed between the Issuer and the relevant Dealer(s). The Notes will be repayable at par, at a specified amount above or below par or at an amount determined by reference to a formula, in each case with terms as specified in the Pricing Supplement (as defined herein) issued in relation to each Series or Tranche of Notes. Details applicable to each Series or Tranche of Notes will be specified in the applicable Pricing Supplement which is to be read in conjunction with this Information Memorandum.

Perpetual Securities may be issued in Series having one or more issue dates, and on identical terms (including as to listing) except for the issue dates, issue prices and/or the dates of the first payment of distribution. Each Series may be issued in one or more Tranches on the same or different issue dates. The Perpetual Securities will be issued in bearer form or registered form and may be listed on a stock exchange. The Perpetual Securities will initially be represented by a Temporary Global Security in bearer form, a Permanent Global Security in bearer form or a registered Global Certificate which will be deposited on the issue date with or registered in the name of, or in the name of a nominee of, either CDP or a Common Depositary or otherwise delivered as agreed between the Issuer and the relevant Dealer(s). Subject to compliance with all relevant laws, regulations and directives, the Perpetual Securities may be subject to redemption or purchase in whole or in part. The Perpetual Securities may confer a right to receive distributions at a fixed or floating rate. Details applicable to each Series or Tranche of Perpetual Securities will be specified in the applicable Pricing Supplement which is to be read in conjunction with this Information Memorandum.

The maximum aggregate principal amount of the Securities to be issued, when added to the aggregate principal amount of all Securities outstanding (as defined in the Trust Deed referred to herein) shall be S$2,000,000,000 (or its equivalent in any other currencies) or such amount increased in accordance with the terms of the Programme Agreement (as defined herein).

No person has been authorised to give any information or to make any representation other than those contained in this Information Memorandum and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arrangers, any of the Dealers or the Trustee. The delivery or dissemination of this Information Memorandum at any time after the date of this Information Memorandum does not imply that the information contained in this Information Memorandum or any part of this Information Memorandum is correct at any time after such date.

Save as expressly stated in this Information Memorandum, nothing contained herein is, or may be relied upon as, a promise or representation as to the future performance or policies of the Issuer or any of its subsidiaries or associated companies (if any). Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme may be used for the purpose of, and does not constitute an offer of, or solicitation or invitation by or on behalf of the Issuer, the Arrangers, any of the Dealers or the Trustee to subscribe for or purchase, the Securities in any jurisdiction or under any circumstances in which such offer, solicitation or invitation is unlawful or not authorised, or to any person to whom it is unlawful to make such offer, solicitation or invitation. The distribution and publication of this Information Memorandum or any such other document or information (or such part thereof) and the offer of the Securities in certain jurisdictions may be prohibited or restricted by law. Persons who distribute or publish this Information Memorandum or any such other document or information (or such part thereof) or into whose possession this Information Memorandum or any such other document or information (or such part thereof) comes are required to inform themselves about and to observe any such prohibitions or restrictions and all applicable laws, orders, rules and regulations.

The Securities have not been and will not be registered under the Securities Act (as defined herein) or with any securities regulatory authority of any state or other jurisdiction of the U.S. and the Securities may include bearer Securities that are subject to U.S. tax law requirements. Subject to certain exceptions, the Securities may not be offered, sold or, in the case of bearer Securities, delivered within the U.S. or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. See "*Subscription, Purchase and Distribution*".

Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme shall be deemed to constitute an offer of, or an invitation by or on behalf of the Issuer, the Arrangers, any of the Dealers or the Trustee to subscribe for or purchase, any of the Securities.

This Information Memorandum and any other documents or materials in relation to the issue, offering or sale of the Securities have been prepared solely for the purpose of the initial offer by the relevant Dealer(s) of the Securities from time to time to be issued pursuant to the Programme. This Information Memorandum and such other documents or materials are made available to the recipients thereof in Singapore solely on the basis that they are institutional investors (as defined in Section 4A of the SFA) or accredited investors (as defined in Section 4A of the SFA) and may not be relied upon by any person other than persons to whom the Securities are sold or with whom they are placed by the relevant Dealer(s) as aforesaid or for any other purpose. Recipients of this Information Memorandum shall not reissue, circulate or distribute this Information Memorandum or any part thereof in any manner whatsoever.

Neither the delivery of this Information Memorandum (or any part thereof) nor the issue, offering, purchase or sale of the Securities shall, under any circumstances, constitute a representation, or

give rise to any implication, that there has been no change in the prospects, results of operations or general affairs of the Issuer or any of its subsidiaries or associated companies (if any) or in the information herein since the date hereof or the date on which this Information Memorandum has been most recently amended or supplemented.

The Arrangers, the Dealers and the Trustee have not separately verified the information contained in this Information Memorandum. None of the Arrangers, the Dealers, the Trustee or any of their respective directors, officers, employees, representatives or affiliates is making any representation or warranty expressed or implied as to the merits of the Securities or the subscription for, purchase or acquisition thereof, or the creditworthiness or financial condition or otherwise of the Issuer or its subsidiaries or associated companies (if any). Further, none of the Arrangers, any of the Dealers or the Trustee makes any representation or warranty as to the Issuer, its subsidiaries or associated companies (if any) or as to the accuracy, reliability or completeness of the information set out herein (including the legal and regulatory requirements pertaining to Sections 274, 275 and 276 or any other provisions of the SFA) and the documents which are incorporated by reference in, and form part of, this Information Memorandum.

To the fullest extent permitted by law, none of the Arrangers, the Dealers or the Trustee accepts any responsibility for the contents of this Information Memorandum or for any other statement, made or purported to be made by the Arrangers, any of the Dealers or the Trustee or on its behalf in connection with the Issuer or the issue and offering of the Securities. Each of the Arrangers, the Dealers and the Trustee accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Information Memorandum or any such statement.

In connection with the issue of any Tranche or Series of Securities, one or more Dealer(s) named as stabilising manager(s) (the "**Stabilising Manager(s)**") (or persons acting on behalf of any Stabilising Manager) in the relevant Pricing Supplement may over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager) will undertake any stabilisation action. Any stabilisation action may begin at any time, on or after the date on which adequate public disclosure of the terms of the offer of the relevant Series of Securities is made and, if begun, may be ended or discontinued at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Series of Securities and 60 days after the date of the allotment of the relevant Series of Securities. Any stabilisation action will be conducted in accordance with the law.

Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the issue of the Securities is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Arrangers, any of the Dealers or the Trustee that any recipient of this Information Memorandum or such other document or information (or such part thereof) should subscribe for or purchase any of the Securities. A prospective purchaser shall make its own assessment of the foregoing and other relevant matters including the financial condition and affairs and the creditworthiness of the Issuer and its subsidiaries and associated companies (if any), and obtain its own independent legal or other advice thereon, and its investment shall be deemed to be based on its own independent investigation of the financial condition and affairs and its appraisal of the creditworthiness of the Issuer.

Accordingly, notwithstanding anything herein, none of the Issuer, the Arrangers, the Dealers, the Trustee or any of their respective officers, employees or agents shall be held responsible for any loss or damage suffered or incurred by the recipients of this Information Memorandum or such other document or information (or such part thereof) as a result of or arising from anything expressly or implicitly contained in or referred to in this Information Memorandum or such other document or information (or such part thereof) and the same shall not constitute a ground for rescission of any

purchase or acquisition of any of the Securities by a recipient of this Information Memorandum or such other document or information (or such part thereof).

Any purchase or acquisition of the Securities is in all respects conditional on the satisfaction of certain conditions set out in the Programme Agreement and the issue of the Securities by the Issuer pursuant to the Programme Agreement. Any offer, invitation to offer or agreement made in connection with the purchase or acquisition of the Securities or pursuant to this Information Memorandum shall (without any liability or responsibility on the part of the Issuer, the Arrangers, any of the Dealers or the Trustee) lapse and cease to have any effect if (for any other reason whatsoever) the Securities are not issued by the Issuer pursuant to the Programme Agreement.

The attention of recipients of this Information Memorandum is drawn to the restrictions on the resale of the Securities set out in the section "*Subscription, Purchase and Distribution*" on pages 204 to 206 of this Information Memorandum.

Any person(s) who is/are invited to purchase or subscribe for the Securities or to whom this Information Memorandum is sent shall not make any offer or sale, directly or indirectly, of any Securities or distribute or cause to be distributed any document or other material in connection therewith in any country or jurisdiction except in such manner and in such circumstances as will result in compliance with any applicable laws and regulations.

It is recommended that persons proposing to purchase or subscribe for or otherwise acquire any of the Securities consult their own legal and other advisers before purchasing or acquiring the Securities.

Prospective purchasers of the Securities are advised to consult their own tax advisers concerning the tax consequences of the acquisition, ownership or disposal of the Securities.

Notification under Section 309B of the SFA

Unless otherwise stated in the Pricing Supplement in respect of any Securities, all Securities issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

MiFID II PRODUCT GOVERNANCE/TARGET MARKET – The applicable Pricing Supplement in respect of any Securities may include a legend titled "MiFID II Product Governance" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, "**MiFID II**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET – The applicable Pricing Supplement in respect of any Securities may include a legend titled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Securities and which channels for distribution of the Securities are appropriate. Any person subsequently offering, selling or recommending the Securities (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook

(the "**UK MiFIR Product Governance Rules**") is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Securities is a manufacturer in respect of such Securities, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – If the applicable Pricing Supplement in respect of any Securities includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – If the applicable Pricing Supplement in respect of any Securities includes a legend entitled "Prohibition of Sales to UK Retail Investors", the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (the "**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

NOTICE TO CAPITAL MARKET INTERMEDIARIES AND PROSPECTIVE INVESTORS PURSUANT TO PARAGRAPH 21 OF THE HONG KONG SFC CODE OF CONDUCT – Prospective investors should be aware that certain intermediaries in the context of certain offerings of Securities pursuant to this Programme (each such offering, a "**CMI Offering**"), including certain Dealers, may be "capital market intermediaries" ("**CMIs**") subject to Paragraph 21 of the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**SFC Code**"). This notice to prospective investors is a summary of certain obligations the SFC Code imposes on such CMIs, which require the attention and cooperation of prospective investors. Certain CMIs may also be acting as "overall coordinators" ("**OCs**") for a CMI Offering and are subject to additional requirements under the SFC Code. The application of these obligations will depend on the role(s) undertaken by the relevant Dealer(s) in respect of each CMI Offering.

Prospective investors who are the directors, employees or major shareholders of the Issuer, a CMI or its group companies would be considered under the SFC Code as having an association ("**Association**") with the Issuer, the CMI or the relevant group company. Prospective investors

associated with the Issuer or any CMI (including its group companies) should specifically disclose this when placing an order for the relevant Securities and should disclose, at the same time, if such orders may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not disclose their Associations are hereby deemed not to be so associated. Where prospective investors disclose their Associations but do not disclose that such order may negatively impact the price discovery process in relation to the relevant CMI Offering, such order is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should ensure, and by placing an order prospective investors are deemed to confirm, that orders placed are bona fide, are not inflated and do not constitute duplicated orders (i.e. two or more corresponding or identical orders placed via two or more CMIs). A rebate may be offered by the Relevant Issuer to all private banks for orders they place (other than in relation to Securities subscribed by such private banks as principal whereby it is deploying its own balance sheet for onward selling to investors), payable upon closing of the relevant CMI Offering based on the principal amount of the Securities distributed by such private banks to investors. Private banks are deemed to be placing an order on a principal basis unless they inform the CMIs otherwise. As a result, private banks placing an order on a principal basis (including those deemed as placing an order as principal) will not be entitled to, and will not be paid, the rebate. Details of any such rebate will be set out in the applicable Pricing Supplement or otherwise notified to prospective investors. If a prospective investor is an asset management arm affiliated with any relevant Dealer, such prospective investor should indicate when placing an order if it is for a fund or portfolio where the relevant Dealer or its group company has more than 50 per cent. interest, in which case it will be classified as a "proprietary order" and subject to appropriate handling by CMIs in accordance with the SFC Code and should disclose, at the same time, if such "proprietary order" may negatively impact the price discovery process in relation to the relevant CMI Offering. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". If a prospective investor is otherwise affiliated with any relevant Dealer, such that its order may be considered to be a "proprietary order" (pursuant to the SFC Code), such prospective investor should indicate to the relevant Dealer when placing such order. Prospective investors who do not indicate this information when placing an order are hereby deemed to confirm that their order is not a "proprietary order". Where prospective investors disclose such information but do not disclose that such "proprietary order" may negatively impact the price discovery process in relation to the relevant CMI Offering, such "proprietary order" is hereby deemed not to negatively impact the price discovery process in relation to the relevant CMI Offering.

Prospective investors should be aware that certain information may be disclosed by CMIs (including private banks) which is personal and/or confidential in nature to the prospective investor. By placing an order, prospective investors are deemed to have understood and consented to the collection, disclosure, use and transfer of such information by the relevant Dealers and/or any other third parties as may be required by the SFC Code, including to the Issuer, any OCs, relevant regulators and/or any other third parties as may be required by the SFC Code, it being understood and agreed that such information shall only be used for the purpose of complying with the SFC Code, during the bookbuilding process for the relevant CMI Offering. Failure to provide such information may result in that order being rejected.

FORWARD-LOOKING STATEMENTS

Some statements in this Information Memorandum may be deemed to be forward-looking statements. All statements contained in this Information Memorandum that are not statements of historical fact constitute "forward-looking statements". Some of these statements can be identified by forward-looking terms such as "anticipates", "estimates", "projects", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should", "could" or other similar expressions or words. However, these words are not the exclusive means of identifying forward-looking statements. Forward-looking statements include statements concerning the Issuer's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these are forward-looking statements. These forward-looking statements are contained in the sections titled "*Risk Factors*" and "*The Issuer*" and other sections of this Information Memorandum. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of the Issuer or the StarHub Group to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. These factors include, among others:

- changes in general political, social and economic conditions;
- changes in currency exchange and interest rates;
- demographic changes;
- changes in competitive conditions; and
- other factors beyond the control of the Issuer and the StarHub Group.

If one or more of the risks or uncertainties materialise, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, the Issuer's and/or the StarHub Group's actual results, performance or achievements may vary from those expected, expressed or implied by the forward-looking statements.

Given the risks and uncertainties that may cause the actual future results, performance or achievements of the Issuer or the StarHub Group to be materially different from the results, performance or achievements expected, expressed or implied by the forward-looking statements in this Information Memorandum, undue reliance must not be placed on such forward-looking statements. None of the Issuer, the StarHub Group, the Arrangers, the Dealers, the Trustee, the Issuing and Paying Agent, the Agent Bank, the Registrar or the Transfer Agent (each as defined herein) represents or warrants that the actual future results, performance or achievements of the Issuer or the StarHub Group will be as discussed in those statements.

Neither the delivery of this Information Memorandum (or any part thereof) nor the issue, offering, purchase or sale of the Securities by the Issuer shall, under any circumstances, constitute a continuing representation, or create any suggestion or implication, that there has been no change in the prospects, results of operations or general affairs of the Issuer or the StarHub Group or any statement of fact or information contained in this Information Memorandum since the date of this Information Memorandum or the date on which this Information Memorandum has been most recently amended or supplemented.

Further, the Arrangers, the Dealers, the Issuer and the StarHub Group disclaim any responsibility, and undertake no obligation, to update or revise any forward-looking statements contained herein to reflect any changes in the expectations with respect thereto after the date of this Information Memorandum or to reflect any change in events, conditions or circumstances on which any such statements are based.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents (together, the "**Incorporated Documents**") published or issued from time to time after the date hereof shall be deemed to be incorporated by reference in, and to form part of, this Information Memorandum:

(a) the most recently published annual reports or audited consolidated accounts of the Issuer;

(b) the most recent unaudited consolidated full year or interim results of the Issuer which is made available on SGXNet by the Issuer;

(c) the most recent business performance update of the Issuer which is made available on SGXNet by the Issuer; and

(d) any supplement or amendment to this Information Memorandum issued by the Issuer.

This Information Memorandum is to be read in conjunction with all relevant Incorporated Documents and, with respect to any Series or Tranche of Securities, any Pricing Supplement in respect of such Series or Tranche. Any statement contained in this Information Memorandum or in an Incorporated Document shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in this Information Memorandum or in a subsequent Incorporated Document modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Copies of all Incorporated Documents (including the most recently published audited consolidated accounts of the Issuer) are available on the SGX-ST's website at http://www.sgx.com (other than Pricing Supplements in respect of a Series or Tranche of Securities which are not listed on the SGX-ST and amendments and supplements to this Information Memorandum in respect of a Series or Tranche of Securities which are not listed on the SGX-ST).

CORPORATE INFORMATION

Board of Directors	:	Olivier Lim Tse Ghow (Chairman) Nikhil Oommen Jacob Eapen Deborah Tan Yang Sock (Mrs Deborah Ong) Lionel Yeo Hung Tong Nayantara Bali Michelle Lee Guthrie Stephen Geoffrey Miller Han Kwee Juan Jill Lee Ghim Ha Teo Ek Tor Ahmad Abdulaziz A A Al-Neama
Company Secretaries	:	Audra Balasingam Kong Pooi Foong
Registered Office	:	67 Ubi Avenue 1 #03-01 StarHub Green Singapore 408942
Auditors to the Issuer	:	KPMG LLP Public Accountants and Chartered Accountants 12 Marina View #15-01 Asia Square Tower 2 Singapore 018961
Share Registrar	:	Boardroom Corporate & Advisory Services Pte. Ltd. 1 Harbourfront Avenue Keppel Bay Tower #14-07 Singapore 098632
Arrangers of the Programme	:	DBS Bank Ltd. 12 Marina Boulevard, Level 42 Marina Bay Financial Centre Tower 3 Singapore 018982 United Overseas Bank Limited 80 Raffles Place #03-01 UOB Plaza 1 Singapore 048624
Solicitors to the Arrangers	:	WongPartnership LLP 12 Marina Boulevard Level 28 Marina Bay Financial Centre Tower 3 Singapore 018982
Solicitors to the Issuer	:	Allen & Gledhill LLP One Marina Boulevard #28-00 Singapore 018989
Solicitors to the Trustee, the Issuing and Paying Agent, Registrar, Transfer Agent and (in respect of Securities other than Excluded Securities) Agent Bank (for the purpose of the 2022 and 2025 update to the Programme)	:	Shook Lin & Bok LLP 1 Robinson Road #18-00 AIA Tower Singapore 048542

Issuing and Paying Agent, Registrar, Transfer Agent and (in respect of Securities other than Excluded Securities) Agent Bank	:	DBS Bank Ltd. 12 Marina Boulevard Level 3 Marina Bay Financial Centre Tower 3 Singapore 018982
Trustee for the Securityholders	:	DBS Trustee Limited 12 Marina Boulevard Level 44 Marina Bay Financial Centre Tower 3 Singapore 018982

SUMMARY OF THE PROGRAMME

The following summary is derived from, and should be read in conjunction with and is qualified in its entirety by, the full text of this Information Memorandum (and any relevant supplement to this Information Memorandum), the Programme Agreement, the Trust Deed, the Agency Agreement and the relevant Pricing Supplement. Unless otherwise defined in this Information Memorandum, capitalised terms used in this summary shall have the same meanings as ascribed to them in the Conditions or, as the case may be, the Trust Deed.

Issuer	:	StarHub Ltd
Arrangers	:	DBS Bank Ltd. and United Overseas Bank Limited
Dealers	:	DBS Bank Ltd., United Overseas Bank Limited and/or such other Dealers as may be appointed by the Issuer in accordance with the Programme Agreement.
Registrar	:	DBS Bank Ltd.
Transfer Agent	:	DBS Bank Ltd.
Issuing and Paying Agent	:	DBS Bank Ltd.
Agent Bank	:	DBS Bank Ltd. (in respect of Securities other than Excluded Securities)
Trustee	:	DBS Trustee Limited
Description	:	S$2,000,000,000 Multicurrency Debt Issuance Programme.
Programme Size	:	The maximum aggregate principal amount of the Securities outstanding at any time shall be S$2,000,000,000 (or its equivalent in other currencies) or such higher amount as may be determined between the parties in accordance with the terms of the Programme Agreement.

NOTES

Currency	:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Method of Issue	:	Notes may be issued from time to time under the Programme on a syndicated or non-syndicated basis. Each Series may be issued in one or more Tranches, on the same or different issue dates. The specific terms of each Series or Tranche will be specified in the relevant Pricing Supplement.
Issue Price	:	Notes may be issued at par or at a discount, or premium, to par.
Maturities	:	Subject to compliance with all relevant laws, regulations and directives, Notes shall have maturities of such tenor as may be agreed between the Issuer and the relevant Dealer(s).
Mandatory Redemption	:	Unless previously redeemed or purchased and cancelled in accordance with the terms and conditions of the Notes (the "**Conditions of the Notes**"), each Note will be redeemed at its

		redemption amount on the maturity date shown on its face (if it is shown on its face to be a Fixed Rate Note, Hybrid Note (during the Fixed Rate Period (as defined in the Trust Deed))) (or Zero-Coupon Note) or on the interest payment date falling in the redemption month shown on its face (if it is shown on its face to be a Floating Rate Note, Variable Rate Note or a Hybrid Note (during the Floating Rate Period (as defined in the Trust Deed))).
Interest Basis	:	Notes may bear interest at fixed, floating, variable or hybrid rates or such other rates as may be agreed between the Issuer and the relevant Dealer(s) or may not bear interest.
Fixed Rate Notes	:	Fixed Rate Notes will bear a fixed rate of interest which will be payable in arrear on specified dates and at maturity.
Floating Rate Notes	:	Floating Rate Notes which are denominated in Singapore dollars will bear interest to be determined separately for each Series by reference to SORA (or in any other case such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted for any applicable margin. Floating Rate Notes which are denominated in other currencies will bear interest to be determined separately for each Series by reference to such other benchmark as may be agreed between the Issuer and the relevant Dealer(s), as adjusted for any applicable margin. Interest periods in relation to the Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.
Variable Rate Notes	:	Variable Rate Notes will bear interest at a variable rate determined in accordance with the Conditions of the Notes. Interest periods in relation to the Variable Rate Notes will be agreed between the Issuer and the relevant Dealer(s) prior to their issue.
Hybrid Notes	:	Hybrid Notes will bear interest, during the fixed rate period to be agreed between the Issuer and the relevant Dealer(s), at a fixed rate of interest which will be payable in arrear on specified dates and at maturity and, during the floating rate period to be agreed between the Issuer and the relevant Dealer(s) at the rate of interest to be determined by reference to SORA (or such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted for any applicable margin (provided that if the Hybrid Notes are denominated in a currency other than Singapore dollars, such Hybrid Notes will bear interest to be determined separately by reference to such benchmark as may be agreed between the Issuer and the relevant Dealer(s)), in each case payable at the end of each interest period to be agreed between the Issuer and the relevant Dealer(s).
Zero-Coupon Notes	:	Zero-Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest other than in the case of late payment.
Form and Denomination of Notes	:	The Notes will be issued in bearer form or registered form and in such denominations as may be agreed between the Issuer and the relevant Dealer(s). Each Tranche or Series of bearer Notes

		may initially be represented by a Temporary Global Security or a Permanent Global Security. Each Temporary Global Security may be deposited on the relevant issue date with CDP, the Common Depositary and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or definitive Notes (as indicated in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for definitive Notes upon the terms therein. Each Tranche or Series of registered Notes will initially be represented by a Global Certificate. Each Global Certificate may be registered in the name of, or in the name of a nominee of, CDP, the Common Depositary and/or any other agreed clearing system. Each Global Certificate may be exchanged, upon request as described therein, in whole (but not in part) for Certificates upon the terms therein. Save as provided in the Conditions of the Notes, a Certificate shall be issued in respect of each Noteholder's entire holding of registered Notes of one Series.
Custody of the Notes	:	Notes which are to be cleared through CDP are required to be kept with CDP as authorised depository. Notes which are cleared through Euroclear and/or Clearstream are required to be kept with the Common Depositary.
Status of the Notes	:	The Notes and Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.
Redemption and Purchases	:	If so provided on the face of the Notes and the relevant Pricing Supplement, the Notes may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Issuer and/or the Noteholders. Further, if so provided on the face of the Notes and the relevant Pricing Supplement, the Notes may be purchased by the Issuer (either in whole or in part) prior to their stated maturity at the option of the Issuer and/or the Noteholders.
Negative Pledge	:	So long as any Note remains outstanding (as defined in the Trust Deed), the Issuer will not itself, and will not permit any Principal Subsidiary (as defined in the Conditions of the Notes) to create, or have outstanding, any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues, whether tangible or intangible, real or personal (including any uncalled capital), to secure any Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto providing to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Noteholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

"**Relevant Indebtedness**" means any present or future indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market.

Financial Covenants : The Trust Deed provides that so long as any of the Notes remains outstanding, the Issuer will ensure that as of each Test Date, the ratio of Total Net Debt to EBITDA will not be more than 4.5 to 1.

For the purposes of the "Financial Covenants" provision:

"**Cash**" means, at any time, cash on hand and demand deposits credited to an account in the name of any member of the StarHub Group with a licensed financial institution and to which that member of the StarHub Group is alone beneficially entitled, which is (a) not subject to a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect, and (b) denominated and payable in a readily transferable and readily convertible currency;

"**Cash Equivalent Investments**" means short term highly liquid investments (excluding equity investments) which are readily convertible into cash;

"**EBITDA**" means, in relation to any Test Date, the total consolidated profit of the StarHub Group for the Reference Period relating to that Test Date:

(a) before taking into account for that Reference Period:

(i) Interest Expense;

(ii) Taxes;

(iii) any share of the profit of any associated company or undertaking, excluding dividends received in cash by any member of the StarHub Group; and

(iv) extraordinary and exceptional items;

(b) after excluding, to the extent included, any unrealised gains or losses on any derivative financial instrument for that Reference Period; and

(c) after adding back all amounts provided for depreciation and amortisation for that Reference Period,

as determined from the audited and/or, as the case may be, unaudited consolidated financial statements of the StarHub Group for the 12 months ending on that Test Date delivered under Clause 16(d) of the Trust Deed;

"**Financial Indebtedness**" means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility;

(c) any amount raised pursuant to any note purchase facility or the issue of notes, bonds, debentures, loan stock or any similar instrument (including, without limitation, any outstanding Notes and Senior Perpetual Securities);

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted accounting principles in Singapore, be treated as a finance lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing (which for the avoidance of doubt, excludes any indebtedness for the purchase of goods on normal commercial terms in the ordinary course of business);

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(h) shares which are expressed to be redeemable;

(i) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above, provided that there shall be no double counting of the obligations and liabilities referred to in paragraphs (a) to (i) above where such obligations and liabilities are assumed in respect of the same underlying indebtedness or other obligations or liabilities;

"**Interest Expense**" means, in relation to any Reference Period, the aggregate amount of interest, commission, fees, discounts, prepayment penalties or premiums and other finance payments in respect of Financial Indebtedness whether accrued, paid or payable and whether or not capitalised by any member of the StarHub Group accrued in that Reference Period:

(a) including the interest element of leasing and hire purchase payments;

(b) including any amounts paid, payable or accrued by any member of the StarHub Group to counterparties under any interest rate hedging instrument or any currency hedging instrument so far as they relate to interest;

(c) deducting any amounts paid, payable or accrued by counterparties to any member of the StarHub Group under any interest rate hedging instrument or any currency hedging instrument so far as they relate to interest; and

(d) deducting any interest paid, payable to or accrued to the benefit of any member of the StarHub Group on any deposit or bank account;

"**Reference Period**" means, in relation to any Test Date, the immediately preceding period of 12 months ending on that Test Date;

"**Taxes**" means present and future taxes, duties, assessments, levy or governmental charges of whatever nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

"**Test Date**" means the last day of each financial half-year of the Issuer; and

"**Total Net Debt**" means, in relation to any Test Date, the aggregate amount of all obligations of the StarHub Group for or in respect of Financial Indebtedness of the StarHub Group (other than any indebtedness referred to in paragraph (g) of the definition of Financial Indebtedness and any guarantee or indemnity in respect of that indebtedness) as at that Test Date, but deducting the aggregate amount of freely available Cash and Cash Equivalent Investments held by the StarHub Group at such time, and so that no amount shall be included or excluded more than once.

Taxation : All payments in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, save for certain exceptions. For further details, see the section "*Singapore Taxation*" herein.

Listing : Each Series of Notes may, if so agreed between the Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained. If the application to the SGX-ST to list a particular Series of Notes is approved, for so long as such Notes are listed on the SGX-ST and the rules of the SGX-ST so require, such Notes will be traded on the SGX-ST in a minimum board lot size of at least S$200,000 or its equivalent in foreign currencies.

Selling Restrictions	:	For a description of certain restrictions on offers, sales and deliveries of Notes and the distribution of offering material relating to the Notes, please refer to the section "*Subscription, Purchase and Distribution*" below. Further restrictions may apply in connection with any particular Series or Tranche of Notes.
Governing Law	:	The Programme and any Notes issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

PERPETUAL SECURITIES

Currency	:	Subject to compliance with all relevant laws, regulations and directives, Perpetual Securities may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Method of Issue	:	Perpetual Securities may be issued from time to time under the Programme on a syndicated or non-syndicated basis. Each Series may be issued in one or more Tranches, on the same or different issue dates. The specific terms of each Series or Tranche will be specified in the relevant Pricing Supplement.
Issue Price	:	Perpetual Securities may be issued at par or at a discount, or premium, to par.
No Fixed Maturity	:	Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall only have the right (but not the obligation) to redeem or purchase them in accordance with the terms and conditions of the Perpetual Securities (the "**Conditions of the Perpetual Securities**").
Distribution Basis	:	Perpetual Securities may confer a right to receive distribution at a fixed or floating rate.
Fixed Rate Perpetual Securities	:	Fixed Rate Perpetual Securities will confer a right to receive distribution at a fixed rate which will be payable in arrear on specified dates. If so provided on the face of the Fixed Rate Perpetual Securities, the distribution rate may be reset on such dates and bases as may be set out in the applicable Pricing Supplement.
Floating Rate Perpetual Securities	:	Floating Rate Perpetual Securities which are denominated in Singapore dollars will confer a right to receive distribution at a rate to be determined separately for each Series by reference to SORA (or in any other case such other benchmark as may be agreed between the Issuer and the relevant Dealer(s)), as adjusted for any applicable margin. Distribution periods in relation to the Floating Rate Perpetual Securities will be agreed between the Issuer and the relevant Dealer(s) prior to their issue. Floating Rate Perpetual Securities which are denominated in other currencies will confer a right to receive distribution at a rate to be determined separately for each Series by reference to such other benchmark as may be agreed between the Issuer and the relevant Dealer(s).

Distribution Discretion : If so provided on the face of the Perpetual Securities and the relevant Pricing Supplement, the Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date (as defined in the Conditions of the Perpetual Securities) by giving notice to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14 of the Perpetual Securities) not more than fifteen (15) nor less than five (5) business days (or such other notice period as may be specified on the face of the Perpetual Security and the relevant Pricing Supplement) prior to a scheduled Distribution Payment Date.

If a Dividend Pusher is so provided on the face of the Perpetual Security and the relevant Pricing Supplement, the Issuer may not elect to defer any distribution if during the "Reference Period" (as specified in the applicable Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, either or both of the following have occurred:

(a) a dividend, distribution or other payment has been declared or paid on or in respect of any of the Issuer's Junior Obligations (as defined in the Conditions of the Perpetual Securities) or, in relation to Subordinated Perpetual Securities only, (except on a pro rata basis) any of the Issuer's Parity Obligations (as defined in the Conditions of the Perpetual Securities); or

(b) any of the Issuer's Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in relation to Subordinated Perpetual Securities only, (except on a pro rata basis) any of the Issuer's Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration, and/or as otherwise specified in the applicable Pricing Supplement.

Non-Cumulative Deferral and Cumulative Deferral : If Non-Cumulative Deferral is so provided on the face of the Perpetual Security and the relevant Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities is non-cumulative and will not accrue distribution. The Issuer is not under any obligation to pay that or any other distributions that have not been paid in whole or in part. The Issuer may, at its sole discretion, and at any time, elect to pay an amount up to the amount of distribution which is unpaid ("**Optional Distribution**") (in whole or in part) by complying with the notice requirements in Condition 4(IV)(e) of the Perpetual Securities. There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to Condition 4(IV) of the Perpetual Securities. Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the holders of all outstanding Perpetual Securities and the Coupons related to them on a *pro rata* basis.

If Cumulative Deferral is so provided on the face of the Perpetual Security and the relevant Pricing Supplement, any distribution deferred pursuant to Condition 4(IV) of the Perpetual Securities shall constitute "**Arrears of Distribution**". The Issuer may, at its

sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a) of the Perpetual Securities) further defer any Arrears of Distribution by complying with the foregoing notice requirement applicable to any deferral of an accrued distribution. The Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to Condition 4(IV) of the Perpetual Securities except that Condition 4(IV)(c) of the Perpetual Securities shall be complied with until all outstanding Arrears of Distribution have been paid in full.

If Additional Distribution is so provided on the face of the Perpetual Security and the relevant Pricing Supplement, each amount of Arrears of Distribution shall accrue distribution as if it constituted the principal of the Perpetual Securities at the Distribution Rate or Rate of Distribution (as the case may be) and the amount of such distribution (the "**Additional Distribution Amount**") with respect to Arrears of Distribution shall be due and payable pursuant to Condition 4 of the Perpetual Securities and shall be calculated by applying the applicable Distribution Rate or Rate of Distribution (as the case may be) to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the provisions of Condition 4 of the Perpetual Securities. The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

Restrictions in the case of Non-Payment : If a Dividend Stopper is so provided on the face of the Perpetual Security and the relevant Pricing Supplement and on any Distribution Payment Date, payments of all distribution scheduled to be made on such date are not made in full by reason of Condition 4(IV) of the Perpetual Securities, the Issuer shall not and shall procure that none of its subsidiaries shall:

(a) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on any of the Issuer's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations; or

(b) redeem, reduce, cancel, buy-back or acquire for any consideration and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of, any of the Issuer's Junior Obligations or in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations,

in each case, unless and until (A) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (B) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Perpetual Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent

		Distribution Payment Date that was unpaid in full or in part, has been paid in full, or (C) the Issuer is permitted to do so by an Extraordinary Resolution of the Perpetual Securityholders and/or as otherwise specified in the applicable Pricing Supplement. For the avoidance of doubt, nothing in this paragraph shall restrict the ability of the Issuer's subsidiaries to declare or pay any dividends, distributions or make any other payment to the Issuer.
Form and Denomination of the Perpetual Securities	:	The Perpetual Securities will be issued in bearer form or registered form and in such denominations as may be agreed between the Issuer and the relevant Dealer(s). Each Tranche or Series of bearer Perpetual Securities may initially be represented by a Temporary Global Security or a Permanent Global Security. Each Temporary Global Security may be deposited on the relevant issue date with CDP, the Common Depositary and/or any other agreed clearing system and will be exchangeable, upon request as described therein, either for a Permanent Global Security or definitive Perpetual Securities (as indicated in the applicable Pricing Supplement). Each Permanent Global Security may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for definitive Perpetual Securities upon the terms therein. Each Tranche or Series of registered Perpetual Securities will initially be represented by a Global Certificate. Each Global Certificate may be registered in the name of, or in the name of a nominee of, CDP, the Common Depositary and/or any other agreed clearing system. Each Global Certificate may be exchanged, unless otherwise specified in the applicable Pricing Supplement, upon request as described therein, in whole (but not in part) for Certificates upon the terms therein. Save as provided in the Conditions of the Perpetual Securities, a Certificate shall be issued in respect of each Perpetual Securityholder's entire holding of registered Perpetual Securities of one Series.
Custody of the Perpetual Securities	:	Perpetual Securities which are to be cleared through CDP are required to be kept with CDP as authorised depository. Perpetual Securities which are cleared through Euroclear and/or Clearstream are required to be kept with the Common Depositary.
Status of the Senior Perpetual Securities	:	The Senior Perpetual Securities and Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.
Status of the Subordinated Perpetual Securities	:	The Subordinated Perpetual Securities and Coupons relating to them constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and *pari passu* with any Parity Obligations of the Issuer.
Subordination of the Subordinated Perpetual Securities	:	Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of the Issuer, the rights of the Perpetual Securityholders and Couponholders in respect of Subordinated Perpetual Securities to payment of principal,

		distribution and any other amounts in respect of the Subordinated Perpetual Securities and the Coupons relating to them are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Issuer but at least *pari passu* with all other subordinated obligations of the Issuer that are not expressed by their terms to rank junior to the claims of the holders of the Subordinated Perpetual Securities and in priority to (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the holders of the Subordinated Perpetual Securities, and (ii) the claims of shareholders of the Issuer and/or as otherwise specified in the applicable Pricing Supplement.
Set-off in relation to the Subordinated Perpetual Securities	:	Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Securities or Coupons relating to them, and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Issuer in respect of, or arising under, or in connection with the Subordinated Perpetual Securities or Coupons relating to them is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount on trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.
Redemption at the Option of the Issuer	:	If so provided on the face of the Perpetual Securities and the relevant Pricing Supplement, the Issuer may, on giving irrevocable notice to the Perpetual Securityholders falling within the Issuer's Redemption Option Period shown on the face thereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution accrued (including any Arrears of Distribution and any Additional Distribution Amount) to the date fixed for redemption.
Redemption for Taxation Reasons	:	If so provided on the face of the Perpetual Securities and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution

Amount) accrued to (but excluding) the date fixed for redemption), if the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 of the Perpetual Securities, or increase the payment of such additional amounts, as a result of:

(i) any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the issue date or any other date specified in the Pricing Supplement and such obligations cannot be avoided by the Issuer taking reasonable measures available to it; or

(ii) the Issuer receiving a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that:

(A) the Perpetual Securities will not be regarded as "debt securities" for the purposes of Section 43H(4) and Section 13 of the Income Tax Act 1947 of Singapore (the "**ITA**") and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; or

(B) the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable by the Issuer for the purposes of the withholding tax exemption and/or concessionary tax rate on interest for "qualifying debt securities" under the ITA,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

Redemption for Accounting Reasons : If so provided on the face of the Perpetual Securities and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, on such Distribution Payment Date or any time prior to or after that Distribution Payment Date, as a result of any changes or amendments to Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council, as amended from time to time (the "**SFRS**") or any other accounting standards that may replace SFRS for the purposes of the consolidated financial statements of the Issuer (the "**Relevant Accounting Standard**"), the Perpetual Securities will not or will no longer be recorded as "equity" of the Issuer pursuant to the Relevant Accounting Standard.

Prior to the publication of any notice of redemption pursuant to Condition 5(d) of the Perpetual Securities, the Issuer shall deliver to the Trustee and the Issuing and Paying Agent:

(i) a certificate, signed by a director or a duly authorised signatory of the Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(ii) an opinion of the Issuer's independent auditors stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standard has taken effect or is due to take effect.

Redemption for Tax Deductibility : If so provided on the face of the Perpetual Securities and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

(i) the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

(A) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the issue date;

(B) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the issue date; or

(C) any generally applicable official interpretation or pronouncement which is issued or announced on or after the issue date that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position which is issued or announced before the issue date, the distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, regarded as sums "payable by way of interest upon any moneys borrowed" for the purposes of Section 14(1)(a) of the ITA; or

(ii) as a result of the Issuer receiving a ruling from the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as sums "payable by way of interest upon any money borrowed" for the purpose of Section 14(1)(a) of the ITA.

Redemption in the case of Minimal Outstanding Amount	:	If so provided on the face of the Perpetual Securities and the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued. Upon the expiry of any such notice as is referred to in Condition 5(f) of the Perpetual Securities, the Issuer shall be bound to redeem the Perpetual Securities in accordance with Condition 5(f) of the Perpetual Securities.
Limited right to institute proceedings in relation to Perpetual Securities	:	Notwithstanding any of the provisions of Condition 9 of the Perpetual Securities, the right to institute proceedings for winding-up is limited to circumstances where payment of principal, distribution and any other amounts in respect of the Perpetual Securities has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4(IV) of the Perpetual Securities.
Proceedings for Winding-Up	:	If (i) an order is made, an effective resolution is passed or, as the case may be, an application is made by the Issuer or any of its Principal Subsidiaries, for the winding-up of the Issuer or (ii) the Issuer fails to make payment in respect of the Perpetual Securities when due and such failure continues for a period of more than seven business days, the Issuer shall be deemed to be in default under the Trust Deed and the Perpetual Securities and the Trustee may, subject to the provisions of Condition 9(d) of the Perpetual Securities, institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for such payment.
Taxation	:	All payments in respect of the Perpetual Securities and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer shall pay such additional amounts as will result in the receipt by the Perpetual Securityholders and the Couponholders of such amounts as

		would have been received by them had no such deduction or withholding been required, save for certain exceptions. For further details, please see the section "*Singapore Taxation*" herein.
Listing	:	Each Series of Perpetual Securities may, if so agreed between the Issuer and the relevant Dealer(s), be listed on the SGX-ST or any stock exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to all necessary approvals having been obtained. If the application to the SGX-ST to list a particular Series of Perpetual Securities is approved, for so long as such Perpetual Securities are listed on the SGX-ST and rules of the SGX-ST so require, such Perpetual Securities will be traded on the SGX-ST in a minimum board lot size of at least S$200,000 (or its equivalent in foreign currencies).
Selling Restrictions	:	For a description of certain restrictions on offers, sales and deliveries of Perpetual Securities and the distribution of offering material relating to the Perpetual Securities, see the section "*Subscription, Purchase and Distribution*" herein. Further restrictions may apply in connection with any particular Series or Tranche of Perpetual Securities.
Governing Law	:	The Programme and any Perpetual Securities issued under the Programme will be governed by, and construed in accordance with, the laws of Singapore.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions which, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, will be endorsed on the Notes in definitive form issued in exchange for the Global Security(ies) or the Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement. Those definitions will be endorsed on such Bearer Notes or on the Certificates relating to such Registered Notes. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme. Details of the relevant Series are being shown on the face of the relevant Notes and in the relevant Pricing Supplement.

The Notes are constituted by a trust deed dated 23 September 2011 made between (1) StarHub Ltd, as issuer (the "**Issuer**", which expression shall include its successors and permitted assigns), and (2) DBS Trustee Limited, as trustee (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as amended and supplemented by the first supplemental trust deed dated 24 May 2016 made between the same parties, and as amended and restated by an amendment and restatement trust deed dated 29 May 2017 and a second amendment and restatement trust deed dated 14 September 2022 and as further amended, modified and supplemented by a supplemental trust deed dated 6 October 2025, in each case made between (1) the Issuer, as issuer, and (2) the Trustee, as trustee of the Noteholders (as defined below) (and as may be further amended or supplemented from time to time, the "**Trust Deed**"), and (where applicable) the Notes are issued with the benefit of a deed of covenant dated 23 September 2011 relating to the Notes executed by the Issuer, as supplemented by the supplemental deed of covenant dated 29 May 2017 relating to the Securities executed by the Issuer, and as further amended, varied or supplemented from time to time (the "**Deed of Covenant**"). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Notes, Certificates, Coupons and Talons referred to below. The Issuer has entered into an agency agreement dated 23 September 2011 between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as agent bank, and (4) the Trustee, as trustee, as amended and restated by an amendment and restatement agency agreement dated 29 May 2017 between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as registrar and transfer agent, (4) DBS Bank Ltd., as agent bank, and (5) the Trustee, as trustee, and a second amendment and restatement agency agreement dated 14 September 2022 between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as registrar and transfer agent, (4) DBS Bank Ltd., as agent bank in respect of Securities other than Excluded Securities, and (5) the Trustee, as trustee, and as further amended, varied or supplemented from time to time (the "**Agency Agreement**", which expression shall, where the context requires, include any separate agency agreement that may be made between the Issuer and any other agents in connection with the Programme or any Securities issued under the Programme). The Noteholders and the holders (the "**Couponholders**") of the interest coupons (the "**Coupons**") appertaining to the Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are available for inspection at the principal office of the Trustee for the time being and at the specified office of the Issuing and Paying Agent for the time being.

1. FORM, DENOMINATION AND TITLE

(a) Form and Denomination

(i) The Notes of the Series of which this Note forms part (in these Conditions, the "**Notes**") are issued in bearer form (the "**Bearer Notes**") or in registered form (the "**Registered Notes**") in each case in the Denomination Amount shown hereon.

(ii) This Note is a Fixed Rate Note, a Floating Rate Note, a Variable Rate Note, a Hybrid Note or a note that does not bear interest (a "**Zero-Coupon Note**"), a combination of any of the foregoing or any other type of Note (depending upon the Interest and Redemption/Payment Basis shown on its face).

(iii) Bearer Notes are serially numbered and issued with Coupons (and where applicable, a Talon) attached, save in the case of Zero-Coupon Notes in which case references to interest (other than in relation to default interest referred to in Condition 7(h)) in these Conditions are not applicable.

(iv) Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Notes by the same holder.

(b) Title

(i) Subject as set out below, title to the Bearer Notes and the Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Notes shall pass by registration in the register (the "**Register**") that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

(ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Note, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Note, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone, and no person shall be liable for so treating the holder.

*For so long as any of the Notes is represented by a Global Security (as defined below) or, as the case may be, a Global Certificate (as defined below) and such Global Security or Global Certificate is held by The Central Depository (Pte) Limited ("**CDP**"), each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by CDP as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of Notes other than with respect to the payment of principal, interest and any other amounts in respect of the Notes, for which purpose the bearer of the Global Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Security or, as the case may be, the Global Certificate (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions, where the context requires, shall be construed accordingly). Notes which are represented by the Global Security or, as the case*

may be, the Global Certificate and held by CDP will be transferable only in accordance with the rules and procedures for the time being of CDP. For so long as any of the Notes is represented by a Global Security or, as the case may be, a Global Certificate and such Global Security or, as the case may be, such Global Certificate is held by CDP, the record date for the purposes of determining entitlements to any payment of principal and any other amounts in respect of the Notes shall, unless otherwise specified by the Issuer, be the date falling five (5) business days prior to the relevant payment date.

*For so long as any of the Notes is represented by a Global Security or, as the case may be, a Global Certificate and such Global Security or Global Certificate is held by a common depository for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking,* S.A. *("**Clearstream, Luxembourg**"), each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear and/or Clearstream, Luxembourg as to the principal amount of such Notes (as the case may be) standing to the account of any person shall be conclusive and binding for all purposes, save in the case of manifest error) shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of such Notes other than with respect to the payment of principal, interest and any other amounts in respect of such Notes, for which purpose the bearer of the Global Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such Notes in accordance with and subject to the terms of the Global Security or, as the case may be, the Global Certificate (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions, where the context requires, shall be construed accordingly). Notes which are represented by the Global Security or, as the case may be, the Global Certificate and held by Euroclear and/or Clearstream, Luxembourg will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg.*

(iii) In these Conditions, "**Global Security**" means the relevant Temporary Global Security representing each Series or the relevant Permanent Global Security representing each Series, "**Global Certificate**" means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of the nominee of, (1) CDP, (2) a common depositary for Euroclear and/or Clearstream, Luxembourg and/or, (3) any other clearing system, "**Noteholder**" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be) and "**holder**" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon, or the person in whose name a Registered Note is registered (as the case may be), "**Series**" means (A) (in relation to Notes other than Variable Rate Notes) a Tranche, together with any further Tranche or Tranches, which are (1) expressed to be consolidated and forming a single series, and (2) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of interest, and (B) (in relation to Variable Rate Notes) Notes which are identical in all respects (including as to listing) except for their respective issue prices and rates of interest, and "**Tranche**" means Notes which are identical in all respects (including as to listing).

(iv) Words and expressions defined in the Trust Deed or used in the applicable Pricing Supplement (as defined in the Trust Deed) shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise

stated and provided that, in the event of inconsistency between the Trust Deed and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

2. NO EXCHANGE OF NOTES AND TRANSFER OF REGISTERED NOTES

(a) No Exchange of Notes

Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Denomination Amount may not be exchanged for Bearer Notes of another Denomination Amount. Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

Subject to Conditions 2(e) and 2(f) below, one or more Registered Notes may be transferred (in the authorised denominations set out herein) upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning transfers of Notes scheduled to the Agency Agreement. The regulations may be changed by the Issuer with the prior written approval of the Registrar and the Trustee, or by the Registrar with the prior written approval of the Issuer and the Trustee. A copy of the current regulations will be made available by the Registrar, at the expense of the Issuer, to any Noteholder upon request.

(c) Exercise of Options or Partial Redemption or Purchase in Respect of Registered Notes

In the case of an exercise of an Issuer's or a Noteholder's option in respect of, or a partial redemption of or purchase of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed or purchased. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against the surrender of the existing Certificates to the Registrar or any other Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Condition 2(b) or 2(c) shall be available for delivery within five (5) business days of receipt of the duly completed form of transfer or exercise notice and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such other Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer or exercise notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or

exercise notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day (other than a Saturday or Sunday or gazetted public holiday) on which banks are open for business in the place of the specified office of the Registrar or the other relevant Transfer Agent (as the case may be).

(e) Transfers Free of Charge

Transfers of Notes and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity and/or security and/or prefunding as the Registrar or the Transfer Agent may require) in respect of tax or charges.

(f) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered (i) during the period of 15 days prior to any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(c), (ii) after any such Note has been called for redemption, or (iii) during the period of seven (7) days ending on (and including) any Record Date (as defined in Condition 7(b)(ii)).

3. STATUS

The Notes and Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer. The Notes and Coupons relating to them shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.

4. NEGATIVE PLEDGE, FINANCIAL AND OTHER COVENANTS

(a) Negative Pledge

So long as any Note remains outstanding (as defined in the Trust Deed), the Issuer will not itself, and will not permit any Principal Subsidiary (as defined below) to, create, or have outstanding, any mortgage, charge, lien, pledge or other security interest, upon the whole or any part of its present or future undertaking, assets or revenues, whether tangible or intangible, real or personal (including any uncalled capital), to secure any Relevant Indebtedness, or any guarantee or indemnity in respect of any Relevant Indebtedness, without at the same time or prior thereto providing to the Notes and the Coupons the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity or such other security as either (i) the Trustee shall in its absolute discretion deem not materially less beneficial to the interest of the Noteholders or (ii) shall be approved by an Extraordinary Resolution (as defined in the Trust Deed) of the Noteholders.

"**Relevant Indebtedness**" means any present or future indebtedness which is in the form of, or represented or evidenced by, bonds, notes, debentures, loan stock or other securities which for the time being are, or are intended to be or capable of being, quoted, listed or dealt in or traded on any stock exchange or over-the-counter or other securities market.

(b) Financial Covenant

The Trust Deed provides that so long as any of the Notes remains outstanding, the Issuer will ensure that as of each Test Date (as defined in the Trust Deed), the ratio of Total Net Debt (as defined in the Trust Deed) to EBITDA (as defined in the Trust Deed) will not be more than 4.5 to 1.

5. RATE OF INTEREST

(I) INTEREST ON FIXED RATE NOTES

(a) Interest Rate and Accrual

Each Fixed Rate Note bears interest on its principal amount outstanding from the Interest Commencement Date (as defined in Condition 5(II)(e)) in respect thereof and as shown on the face of such Note at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown on the face of such Note in each year and on the Maturity Date shown on the face of such Note if that date does not fall on an Interest Payment Date.

The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date (and if the Interest Commencement Date is not an Interest Payment Date, will amount to the Initial Broken Amount shown on the face of such Note), unless the Maturity Date falls before the date on which the first payment of interest would otherwise be due. If the Maturity Date is not an Interest Payment Date, interest from the preceding Interest Payment Date (or from the Interest Commencement Date, as the case may be) to the Maturity Date will amount to the Final Broken Amount shown in the relevant Pricing Supplement.

Interest will cease to accrue on each Fixed Rate Note from (and including) the due date for redemption thereof unless, upon due presentation thereof and subject to the provisions of the Trust Deed, payment of the Redemption Amount shown in the relevant Pricing Supplement is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(I) to (but excluding) the Relevant Date (as defined in Condition 8(b)).

(b) Calculations

In the case of a Fixed Rate Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction (as defined in Condition 5(II)(e)) shown in the relevant Pricing Supplement. The amount of interest payable per Calculation Amount (as defined in Condition 5(II)(e)) for any Fixed Rate Interest Period (as defined below) in respect of any Fixed Rate Note shall be calculated by multiplying the product of the Interest Rate and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the Relevant Currency (as defined in Condition 5(II)(e)).

For the purposes of these Conditions, "**Fixed Rate Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

(II) INTEREST ON FLOATING RATE NOTES OR VARIABLE RATE NOTES

(a) Interest Payment Dates

Each Floating Rate Note or Variable Rate Note bears interest on its principal amount outstanding from the Interest Commencement Date in respect thereof and as shown on the face of such Note, and such interest will be payable in arrear on each interest payment date ("**Interest Payment Date**"). Such Interest Payment Date(s) is/are either shown in the relevant Pricing Supplement as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown in the relevant Pricing Supplement, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period (as defined below) in the relevant Pricing Supplement (the "**Specified Number of Months**") after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date (and which corresponds numerically with such preceding Interest Payment Date or the Interest Commencement Date, as the case may be), provided that the Agreed Yield (as defined in Condition 5(II)(c)(i)) in respect of any Variable Rate Note for any Interest Period relating to that Variable Rate Note shall be payable on the first day of that Interest Period.

If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day (as defined below), then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

The period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is herein called an "**Interest Period**".

Interest will cease to accrue on each Floating Rate Note or Variable Rate Note from (and including) the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of the Redemption Amount is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(II) to (but excluding) the Relevant Date.

(b) Rate of Interest – Floating Rate Notes

(i) Each Floating Rate Note bears interest at a floating rate determined by reference to a Benchmark as stated on the face of such Floating Rate Note, being (in the case of Notes which are denominated in Singapore Dollars) Singapore Overnight Rate Average ("**SORA**") (in which case such Note will be a SORA Note) or in any other case (or in the case of Notes which are denominated in a currency other than Singapore Dollars) such other Benchmark as is set out on the face of such Note.

Such floating rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Note. The "**Spread**" is the percentage rate per annum specified on the face of such Note as being applicable to the rate of interest for such Note. The rate of interest so calculated shall be subject to Condition 5(V)(a) below.

The rate of interest payable in respect of a Floating Rate Note from time to time is referred to in these Conditions as the "**Rate of Interest**".

(ii) The Rate of Interest payable from time to time in respect of each Floating Rate Note will be determined by the Agent Bank on the basis of the following provisions:

(1) in the case of Floating Rate Notes which are specified in the applicable Pricing Supplement as being SORA Notes and Index Determination is specified as "Not Applicable" in the applicable Pricing Supplement, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily SORA (as defined below) plus or minus the Spread:

(A) where Lockout is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SORA_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"$\mathbf{d_o}$", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"$_i$", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

"**Interest Determination Date**" means the Singapore Business Day immediately following the Rate Cut-Off Date;

"$\mathbf{n_i}$", for any Singapore Business Day "$_i$", is the number of calendar days from and including such Singapore Business Day "$_i$" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Rate Cut-Off Date**" means, with respect to a Rate of Interest and Interest Period, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "$_i$", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "$_i$";

"**SORA$_i$**" means, in respect of any Singapore Business Day "i" falling in the relevant Interest Period:

(aa) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

(bb) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period SORA$_i$**") (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period SORA$_i$ shall apply to each day falling in the relevant Suspension Period;

"**SORA Reset Date**" means, in relation to any Interest Period, each Singapore Business Day during such Interest Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Interest Period; and

"**Suspension Period**" means, in relation to any Interest Period, the period from (and including) the date falling "*p*" Singapore Business Days prior to the Interest Payment Date in respect of the relevant Interest Period or such other date specified in the applicable Pricing Supplement (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Interest Payment Date of such Interest Period.

(B) where Lookback is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the

calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SORA_{i-x\,SBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Interest Period;

"**d_o**", for any Interest Period, is the number of Singapore Business Days in the relevant Interest Period;

"**i**", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Period to the last Singapore Business Day in such Interest Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"**n_i**", for any Singapore Business Day "$_i$", is the number of calendar days from and including such Singapore Business Day "$_i$" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Interest Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "$_i$", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on

the Singapore Business Day immediately following such Singapore Business Day "$_i$"; and

"**$SORA_{i\ -\ x\ SBD}$**" means, in respect of any Singapore Business Day "$_i$" in the relevant Interest Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "*p*" Singapore Business Days prior to the relevant Singapore Business Day "$_i$".

(C) where Backward Shifted Observation Period is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SORA_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Observation Period;

"**d_o**", for any Interest Period, is the number of Singapore Business Days in the relevant Observation Period;

"$_i$", for the relevant Interest Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to, the last Singapore Business Day in such Observation Period;

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"**n_i**", for any Singapore Business Day "$_i$", is the number of calendar days from and including such Singapore Business Day "$_i$" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Interest Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "$_i$", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "$_i$"; and

"**SORA$_i$**" means**,** in respect of any Singapore Business Day "$_i$" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day "$_i$".

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(D) Subject to Condition 5(VI), if, by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such day "$_i$", SORA in respect of such Singapore Business Day "$_i$" has not been published and a Benchmark Event for SORA has not occurred, then SORA for that Singapore Business Day "$_i$" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

(E) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 5(VI), the Rate of Interest shall be:

(aa) that determined as at the last preceding Interest Determination Date or, as the case may be, Rate Cut-Off Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or

(bb) if there is no such preceding Interest Determination Date or, as the case may be, Rate Cut-Off Date, the initial Rate of Interest which would have been applicable to such Series of SORA Notes for the

first Interest Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

(F) If the relevant Series of SORA Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the applicable Compounded Daily SORA formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date;

(2) in the case of Floating Rate Notes which are specified in the applicable Pricing Supplement as being SORA Notes and Index Determination is specified as "Applicable" in the applicable Pricing Supplement, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Index SORA (as defined below) plus or minus the Spread:

(A) For the purposes of this Condition 5(II)(b)(ii)(2):

"**Compounded Index SORA**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) and will be calculated by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the relevant Pricing Supplement) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left(\frac{\text{SORA Index}_{end}}{\text{SORA Index}_{start}} - 1\right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**Observation Period**" means, for the relevant Interest Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Interest Payment Date at the end of such Interest Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Notes become due and payable);

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA Index Value**" means, with respect to any Singapore Business Day:

(aa) the value of the index known as the "SORA Index" administered by the Monetary Authority of Singapore (or any successor administrator thereof) as published by the Monetary Authority of Singapore (or any successor administrator) on the Relevant Screen Page on such Singapore Business Day provided, however, that in the event that the value originally published is subsequently corrected and such corrected value is published by the Monetary Authority of Singapore, as the administrator of SORA (or any successor administrator of SORA) on the original date of publication, then such corrected value, instead of the value that was originally published, shall be deemed the SORA Index Value in relation to such Singapore Business Day; or

(bb) if the index in sub-paragraph (aa) is not published or displayed by the administrator of SORA or other information service on the relevant Interest Determination Date as specified in the relevant Pricing Supplement, the Reference Rate for the applicable Interest Period for which the index is not available shall be Compounded Daily SORA, and for these purposes, Backward Shifted Observation Period shall be deemed to be specified in the applicable Pricing Supplement and "*p*" shall be as set out in the relevant Pricing Supplement, as if Index Determination had been specified as being "Not Applicable" and these alternative elections had been made;

"**SORA Index**$_{end}$" means the SORA Index Value on the Singapore Business Day falling "*p*" Singapore Business Days before the Interest Payment Date relating to the relevant Interest Period (or in the case of the final Interest Period, the Maturity Date); and

"**SORA Index**$_{start}$" means the SORA Index Value on the Singapore Business Day falling "*p*" Singapore Business Days before the first day of the relevant Interest Period.

(B) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Agent Bank (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 5(VI), the Rate of Interest shall be:

(aa) that determined as at the last preceding Interest Determination Date (though substituting, where a different Spread or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Spread or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period in place of the Spread or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period); or

(bb) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of SORA Notes for the first Interest Period had the SORA Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Spread and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

(C) If the relevant Series of SORA Notes become due and payable in accordance with Condition 10, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Notes became due and payable (with corresponding adjustments being deemed to be made to the Compounded Index SORA formula) and the Rate of Interest on such SORA Notes shall, for so long as any such SORA Note remains outstanding, be that determined on such date;

(3) in the case of Floating Rate Notes which are not SORA Notes or which are denominated in a currency other than Singapore Dollars, the Agent Bank will determine the Rate of Interest in respect of any Interest Period at or about the Relevant Time on the Interest Determination Date in respect of such Interest Period as follows:

(A) if the Primary Source (as defined below) for the Floating Rate Notes is a Screen Page (as defined below), subject as provided below, the Rate of Interest in respect of such Interest Period shall be:

(aa) the Relevant Rate (as defined below) (where such Relevant Rate on such Screen Page is a composite quotation or is customarily supplied by one entity); or

(bb) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Screen Page, in each case appearing on such Screen Page at the Relevant Time on the Interest Determination Date,

and as adjusted by the Spread (if any);

(B) if the Primary Source for the Floating Rate Notes is Reference Banks or if paragraph (b)(ii)(3)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Interest Determination Date or if paragraph (b)(ii)(3)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Interest Determination Date and notified by the Issuer (or an independent adviser appointed by it) to the Agent Bank, as adjusted by the Spread (if any);

(C) if paragraph (b)(ii)(3)(B) applies and fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date; and

(D) if the Agent Bank is unable to determine the Rate of Interest for an Interest Period in accordance with paragraphs (b)(ii)(3)(A) to (b)(ii)(3)(C) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which paragraphs (b)(ii)(3)(A), (b)(ii)(3)(B) or (b)(ii)(3)(C) above shall have applied.

(iii) On the last day of each Interest Period, the Issuer will pay interest on each Floating Rate Note to which such Interest Period relates at the Rate of Interest for such Interest Period.

(iv) For the avoidance of doubt, in the event that the Rate of Interest as determined in accordance with any of the foregoing in relation to any Interest Period is less than zero (subject to any applicable Minimum Rate of Interest), the Rate of Interest in relation to such Interest Period shall be equal to zero.

(c) Rate of Interest – Variable Rate Notes

(i) Each Variable Rate Note bears interest at a variable rate determined in accordance with the provisions of this paragraph (c). The interest payable in respect of a Variable Rate Note on the first day of an Interest Period relating to that Variable Rate Note is referred to in these Conditions as the "**Agreed Yield**" and the rate of interest payable in respect of a Variable Rate Note on the last day of an Interest Period relating to that Variable Rate Note is referred to in these Conditions as the "**Rate of Interest**".

(ii) The Agreed Yield or, as the case may be, the Rate of Interest payable from time to time in respect of each Variable Rate Note for each Interest Period shall, subject as referred to in paragraph (c)(iv) below, be determined as follows:

(1) not earlier than 9.00 a.m. (Singapore time) on the ninth business day nor later than 3.00 p.m. (Singapore time) on the third business day prior to the commencement of each Interest Period, the Issuer and the Relevant Dealer (as defined below) shall endeavour to agree on the following:

(A) whether interest in respect of such Variable Rate Note is to be paid on the first day or the last day of such Interest Period;

(B) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the first day of such Interest Period, an Agreed Yield in respect of such Variable Rate Note for such Interest Period (and, in the event of the Issuer and the Relevant Dealer so agreeing on such Agreed Yield, the Rate of Interest for such Variable Rate Note for such Interest Period shall be zero); and

(C) if interest in respect of such Variable Rate Note is agreed between the Issuer and the Relevant Dealer to be paid on the last day of such Interest Period, a Rate of Interest in respect of such Variable Rate Note for such Interest Period (an "**Agreed Rate**") and, in the event of the Issuer and the Relevant Dealer so agreeing on an Agreed Rate, such Agreed Rate shall be the Rate of Interest for such Variable Rate Note for such Interest Period; and

(2) if the Issuer and the Relevant Dealer shall not have agreed either an Agreed Yield or an Agreed Rate in respect of such Variable Rate Note for such Interest Period by 3.00 p.m. (Singapore time) on the third business day prior to the

commencement of such Interest Period, or if there shall be no Relevant Dealer during the period for agreement referred to in (1) above, the Rate of Interest for such Variable Rate Note for such Interest Period shall automatically be the rate per annum equal to the Fall Back Rate (as defined below) for such Interest Period.

(iii) The Issuer has undertaken in the Agency Agreement that it will as soon as possible after the Agreed Yield or, as the case may be, the Agreed Rate in respect of any Variable Rate Note is determined, but not later than 10.30 a.m. (Singapore time) on the next following business day:

(1) notify the Issuing and Paying Agent and the Agent Bank of the Agreed Yield or, as the case may be, the Agreed Rate for such Variable Rate Note for such Interest Period; and

(2) cause such Agreed Yield or, as the case may be, Agreed Rate for such Variable Rate Note to be notified by the Issuing and Paying Agent to the relevant Noteholder at its request.

(iv) For the purposes of sub-paragraph (ii) above, the Rate of Interest for each Interest Period for which there is neither an Agreed Yield nor Agreed Rate in respect of any Variable Rate Note or no Relevant Dealer in respect of the Variable Rate Note(s) shall be the rate (the "**Fall Back Rate**") determined by reference to a Benchmark as stated in the relevant Pricing Supplement, being (in the case of Variable Rate Notes which are denominated in Singapore Dollars) SORA (in which case such Variable Rate Note(s) will be SORA Note(s)) or (in any other case or in the case of Variable Rate Notes which are denominated in a currency other than Singapore Dollars) such other Benchmark as is set out in the relevant Pricing Supplement.

Such rate may be adjusted by adding or subtracting the Spread (if any) stated in the relevant Pricing Supplement. The "**Spread**" is the percentage rate per annum specified in the relevant Pricing Supplement as being applicable to the rate of interest for such Variable Rate Note. The rate of interest so calculated shall be subject to Condition 5(V)(a) below.

The Fall Back Rate payable from time to time in respect of each Variable Rate Note will be determined by the Agent Bank in accordance with the provisions of Condition 5(II)(b)(ii) above (*mutatis mutandis*) and references therein to "**Rate of Interest**" shall mean "**Fall Back Rate**".

(v) If interest is payable in respect of a Variable Rate Note on the first day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Agreed Yield applicable to such Variable Rate Note for such Interest Period on the first day of such Interest Period. If interest is payable in respect of a Variable Rate Note on the last day of an Interest Period relating to such Variable Rate Note, the Issuer will pay the Interest Amount (as defined below) for such Variable Rate Note for such Interest Period on the last day of such Interest Period.

(vi) For the avoidance of doubt, in the event that the Rate of Interest as determined in accordance with any of the foregoing in relation to any Interest Period is less than zero (subject to any applicable Minimum Rate of Interest), the Rate of Interest in relation to such Interest Period shall be equal to zero.

(d) Minimum/Maximum Rate of Interest

If the applicable Pricing Supplement specifies a Minimum Rate of Interest and/or a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of

Interest in respect of such Interest Period determined in accordance with Condition 5(II)(b) or Condition 5(II)(c) above is less than such Minimum Rate of Interest, or more than such Maximum Rate of Interest, as the case may be, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest, or such Maximum Rate of Interest, as the case may be.

(e) Definitions

As used in these Conditions, unless the context requires:

"**Benchmark**" means the rate specified as such in the applicable Pricing Supplement;

"**business day**" means, in respect of each Note, (i) a day (other than a Saturday, Sunday or gazetted public holiday) on which Euroclear, Clearstream, Luxembourg and CDP, as applicable, are operating, (ii) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in the country in which the Issuing and Paying Agent's specified office is situated and (iii) (if a payment is to be made on that day) (A) (in the case of Notes denominated in Singapore Dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore, (B) (in the case of Notes denominated in Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which the TARGET System is open for settlement in Euros and (C) (in the case of Notes denominated in a currency other than Singapore Dollars and Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and in the principal financial centre for that currency;

"**Calculation Amount**" means the amount specified as such on the face of any Note, or if no such amount is so specified, the Denomination Amount of such Note as shown on the face thereof;

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest in accordance with Condition 5:

(i) if "Actual/Actual" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes or Hybrid Notes during the Fixed Rate Period) the Fixed Rate Interest Period or (in the case of Floating Rate Notes, Variable Rate Notes or Hybrid Notes during the Floating Rate Period) the Interest Period divided by 365 (or, if any portion of that Fixed Rate Interest Period or, as the case may be, Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Fixed Rate Interest Period or, as the case may be, Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Fixed Rate Interest Period or, as the case may be, Interest Period falling in a non-leap year divided by 365);

(ii) if "Actual/360" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes or Hybrid Notes during the Fixed Rate Period) the Fixed Rate Interest Period or (in the case of Floating Rate Notes, Variable Rate Notes or Hybrid Notes during the Floating Rate Period) the Interest Period in respect of which payment is being made divided by 360;

(iii) if "Actual/365 (Fixed)" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Notes or Hybrid Notes during the Fixed Rate Period) the Fixed Rate Interest Period or (in the case of Floating Rate Notes, Variable Rate Notes or Hybrid Notes during the Floating Rate Period) the Interest Period in respect of which payment is being made divided by 365; and

(iv) if "30/360" is specified in the applicable Pricing Supplement, the number of days in (in the case of Fixed Rate Notes or Hybrid Notes during the Fixed Rate Period) the Fixed Rate Interest Period or (in the case of Floating Rate Notes, Variable Rate Notes or Hybrid Notes during the Floating Rate Period) the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Fixed Rate Interest Period or, as the case may be, the Interest Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Fixed Rate Interest Period or, as the case may be, the Interest Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Fixed Rate Interest Period or, as the case may be, the Interest Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Fixed Rate Interest Period or, as the case may be, the Interest Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Fixed Rate Interest Period or, as the case may be, the Interest Period, unless such number would be 31, in which case D1 will be 30; and

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Fixed Rate Interest Period or, as the case may be, the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

"**Euros**" means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time;

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified as the Interest Commencement Date in the relevant Pricing Supplement;

"**Interest Determination Date**" means, in respect of any Interest Period, such date as is set out in the applicable Pricing Supplement or on the face of the relevant Note;

"**Issue Date**" means the date specified as such in the applicable Pricing Supplement;

"**Primary Source**" means (i) the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Reuters Monitor Money Rates Service ("**Reuters**")) agreed to by the Agent Bank or (ii) the Reference Banks, as the case may be;

"**Reference Banks**" means the institutions specified as such in the applicable Pricing Supplement or, if none, three major banks selected by the Agent Bank in the interbank market that is most closely connected with the Benchmark;

"**Relevant Currency**" means the currency in which the Notes are denominated;

"**Relevant Dealer**" means, in respect of any Variable Rate Note, the Dealer party to the Programme Agreement specified in the Pricing Supplement with whom the Issuer has concluded or is negotiating an agreement for the issue of such Variable Rate Note pursuant to the Programme Agreement;

"**Relevant Financial Centre**" means, in the case of interest to be determined on an Interest Determination Date with respect to any Floating Rate Note or Variable Rate Note, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

"**Relevant Rate**" means the Benchmark for a Calculation Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the relevant Interest Period;

"**Relevant Time**" means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre;

"**Screen Page**" means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters) for the purpose of providing the Benchmark, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Benchmark and as specified in the relevant Pricing Supplement; and

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.

(III) INTEREST ON HYBRID NOTES

(a) Interest Rate and Accrual

Each Hybrid Note bears interest on its principal amount outstanding from the Interest Commencement Date in respect thereof and as shown on the face of such Note.

(b) Fixed Rate Period

(i) In respect of the Fixed Rate Period shown on the face of such Note, each Hybrid Note bears interest on its principal amount outstanding from the first day of the Fixed Rate Period at the rate per annum (expressed as a percentage) equal to the Interest Rate shown on the face of such Note payable in arrear on each Interest Payment Date or Interest Payment Dates shown in the relevant Pricing Supplement in each year and on the last day of the Fixed Rate Period if that date does not fall on an Interest Payment Date.

(ii) The first payment of interest will be made on the Interest Payment Date next following the first day of the Fixed Rate Period (and if the first day of the Fixed Rate Period is not an Interest Payment Date, will amount to the Initial Broken Amount shown on the face of such Note), unless the last day of the Fixed Rate Period falls before the date on which the first payment of interest would otherwise be due. If the

last day of the Fixed Rate Period is not an Interest Payment Date, interest from the preceding Interest Payment Date (or from the first day of the Fixed Rate Period, as the case may be) to the last day of the Fixed Rate Period will amount to the Final Broken Amount shown in the relevant Pricing Supplement.

(iii) Where the due date of redemption of any Hybrid Note falls within the Fixed Rate Period, interest will cease to accrue on the Note from (and including) the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of the principal (or the Redemption Amount, as the case may be) is improperly withheld or refused, in which event interest at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(III) to (but excluding) the Relevant Date.

(iv) In the case of a Hybrid Note, interest in respect of a period of less than one year will be calculated on the Day Count Fraction specified hereon during the Fixed Rate Period.

(c) Floating Rate Period

(i) In respect of the Floating Rate Period shown on the face of such Note, each Hybrid Note bears interest on its principal amount outstanding from the first day of the Floating Rate Period, and such interest will be payable in arrear on each interest payment date ("**Interest Payment Date**"). Such Interest Payment Date(s) is/are either shown in the relevant Pricing Supplement as Specified Interest Payment Date(s) or, if no Specified Interest Payment Date(s) is/are shown in the relevant Pricing Supplement, Interest Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Interest Period in the relevant Pricing Supplement (the "**Specified Number of Months**") after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the first day of the Floating Rate Period (and which corresponds numerically with such preceding Interest Payment Date or the first day of the Floating Rate Period, as the case may be). If any Interest Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day, then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (i) such date shall be brought forward to the immediately preceding business day and (ii) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

(ii) The period beginning on (and including) the first day of the Floating Rate Period and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is herein called an "**Interest Period**".

(iii) Where the due date of redemption of any Hybrid Note falls within the Floating Rate Period, interest will cease to accrue on the Note from (and including) the due date

for redemption thereof unless, upon due presentation thereof, payment of the principal (or the Redemption Amount, as the case may be) is improperly withheld or refused, in which event interest will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 5(III) to (but excluding) the Relevant Date.

(iv) The provisions of Condition 5(II)(b) shall apply to each Hybrid Note during the Floating Rate Period as though references therein to Floating Rate Notes are references to Hybrid Notes.

(IV) ZERO COUPON NOTES

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note (determined in accordance with Condition 6(h)). As from the Maturity Date, the rate of interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as determined in accordance with Condition 6(h)).

(V) CALCULATIONS

(a) Determination of Rate of Interest and Calculation of Interest Amounts

The Agent Bank will, as soon as practicable after the Relevant Time on each Interest Determination Date, or such other time on such date as the Agent Bank may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the amount of interest payable (the "**Interest Amounts**") in respect of each Calculation Amount of the relevant Floating Rate Notes, Variable Rate Notes or (where applicable) Hybrid Notes for the relevant Interest Period, calculate the Redemption Amount or Early Redemption Amount or make such determination or calculation, as the case may be. The amount of interest payable per Calculation Amount in respect of any Floating Rate Note, Variable Rate Note or (where applicable) Hybrid Note shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount, by the Day Count Fraction shown on the Note and rounding the resultant figure to the nearest sub-unit of the Relevant Currency. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Agent Bank shall (in the absence of manifest error) be final and binding upon all parties and the Noteholders.

(b) Notification

The Agent Bank will cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to the Issuing and Paying Agent, the Trustee, and the Issuer as soon as practicable after their determination but in no event later than the business day thereafter. In the case of Variable Rate Notes and Floating Rate Notes, the Issuer will, or will request the Issuing and Paying Agent (having given reasonable notice in writing to the Issuing and Paying Agent and at the expense of the Issuer) to also cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date to be notified to Noteholders in accordance with Condition 16 as soon as practicable after their determination. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period by reason of any Interest Payment Date not being a business day. If the Floating Rate Notes, Variable Rate Notes or, as the case may be, Hybrid Notes become due and payable under Condition 10, the Rate of Interest and Interest Amounts payable in respect of the Floating Rate Notes, Variable Rate Notes or,

as the case may be, Hybrid Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest and Interest Amounts need to be made unless the Trustee requires otherwise.

(c) Failure to Determine or Calculate Rate of Interest

If the Agent Bank does not at any material time determine or calculate the Rate of Interest for an Interest Period or any Interest Amount, the Issuer shall notify the Trustee and the Issuing and Paying Agent of this failure and promptly appoint a replacement agent bank. In doing so, the replacement agent bank shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its sole opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall in its sole opinion deem fair and reasonable in all the circumstances. If the Issuer fails to so appoint, the Notes will, for the relevant Interest Period, bear interest at the rate in effect for the last preceding Interest Period and the Issuer will determine the relevant Interest Amount, though substituting, where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Spread or Maximum or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period.

(d) Agent Bank and Reference Banks

The Issuer will procure that, so long as any Floating Rate Note, Variable Rate Note or Hybrid Note remains outstanding, there shall at all times be three Reference Banks (or such other number as may be required) and, if provision is made for them hereon and so long as any Floating Rate Note, Variable Rate Note, Hybrid Note or Zero Coupon Note remains outstanding, there shall at all times be an Agent Bank. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank or the Agent Bank is unable or unwilling to act as Agent Bank or if the Agent Bank fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts or Redemption Amount or Early Redemption Amount, the Issuer will appoint another bank with an office in the Relevant Financial Centre to act as such in its place. The Agent Bank may not resign from its duties without a successor having been appointed as aforesaid.

(VI) BENCHMARK DISCONTINUATION AND REPLACEMENT

(a) Independent Adviser

Notwithstanding the provisions above in this Condition 5, if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use commercially reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Successor Rate, failing which the Alternative Rate (in accordance with Condition 5(VI)(b)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5(VI)(c)), and any Benchmark Amendments (in accordance with Condition 5(VI)(d)).

An Independent Adviser appointed pursuant to this Condition 5(VI) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Issuing and Paying Agent, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 5(VI).

If the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Successor Rate or the Alternative Rate by 15 business days prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may, 15 business days prior to the relevant Interest Determination Date, determine the Successor Rate, failing which the Alternative Rate (as the case may be) (in accordance with Condition 5(VI)(b)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5(VI)(c)), and any Benchmark Amendments (in accordance with Condition 5(VI)(d)).

If the Issuer is unable to or does not determine the Successor Rate or the Alternative Rate (as the case may be) by 15 business days prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest which would have been applicable to the Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date. Where a different Spread or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Spread or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 5(VI)(a).

(b) Successor Rate or Alternative Rate

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines that:

(i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(VI)(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 5(VI) in the event of a further Benchmark Event affecting the Successor Rate); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(VI)(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent operation of this Condition 5(VI) in the event of a further Benchmark Event affecting the Alternative Rate).

(c) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(d) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(VI) and the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines (i) that amendments to these Conditions and/or the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(VI)(e), without any requirement for the consent or approval of Noteholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 5(VI)(e), the Trustee, (if applicable) the Issuing and Paying Agent and (if applicable) the Agent Bank shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including*, inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), provided that the Trustee, (if applicable) the Issuing and Paying Agent and (if applicable) the Agent Bank shall not be obliged so to concur if in its opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Issuing and Paying Agent or the Agent Bank (as the case may be) in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement in any way.

For the avoidance of doubt, the Trustee, (if applicable) the Issuing and Paying Agent, and (if applicable) the Agent Bank shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 5(VI)(d). Noteholders' consent shall not be required in connection with effecting the Successor Rate or the Alternative Rate (as the case may be) or such other changes, including for the execution of any documents or other steps by the Trustee, the Agent Bank, the Issuing and Paying Agents, the Registrars or the Transfer Agents or the other agents (if required).

In connection with any such variation in accordance with this Condition 5(VI)(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(e) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(VI) will be notified no later than eleven business days prior to the applicable Interest Determination Date in writing by the Issuer to the Trustee, the Issuing and Paying Agent, the Agent Bank and, in accordance with Condition 16, the Noteholders. Such notice shall be irrevocable and shall specify the effective date for such Successor Rate, such Alternative Rate (as the case may be), any related Adjustment Spread and the Benchmark Amendments, if any.

No later than notifying the Trustee of the same the Issuer shall deliver to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying

Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank a certificate addressed to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank signed by two authorised signatories of the Issuer:

(i) confirming (1) that a Benchmark Event has occurred, (2) the Successor Rate or the Alternative Rate (as the case may be), (3) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(VI); and

(ii) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. Further, none of the Trustee, the Issuing and Paying Agent or the Agent Bank shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to rely conclusively on such certifications provided to each of them in this regard.

The Successor Rate, the Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate, the Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agent Bank, the Issuing and Paying Agent and the Noteholders.

(f) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 5(VI)(a), 5(VI)(b), 5(VI)(c) and 5(VI)(d), the Original Reference Rate and the fallback provisions provided for in Condition 5(II)(b) will continue to apply unless and until the Trustee, the Issuing and Paying Agent and the Agent Bank have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 5(VI)(e).

(g) Definitions

As used in this Condition 5(VI):

"**Adjustment Spread**" means a spread (which may be positive or negative or zero) or a formula or methodology for calculating a spread, in each case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Rate for which no such recommendation has been made, or in the case of an Alternative Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry accepted replacement rate for the Original Reference Rate, to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be); or

(iii) (if the Independent Adviser (in consultation with the Issuer) or the Issuer determines that no such spread, formula or methodology is customarily applied) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be), to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be); or

(iv) (if no such industry standard is recognised or acknowledged), the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines in accordance with Condition 5(VI)(b)) has replaced the Original Reference Rate in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same currency as the Notes;

"**Benchmark Amendments**" has the meaning given to it in Condition 5(VI)(d));

"**Benchmark Event**" means the earlier to occur of:

(i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months; or

(v) it has become unlawful for the Issuing and Paying Agent, the Agent Bank, the Issuer or any other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate; or

(vi) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative of its relevant underlying market,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of subparagraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate and (c) in the case of sub-paragraph (vi) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Agent Bank and the Issuing and Paying Agent. For the avoidance of doubt, neither the Trustee, the Agent Bank nor the Issuing and Paying Agent shall have any responsibility for making such determination.

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 5(VI)(a);

"**Original Reference Rate**" means initially, the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes, as specified in the relevant Pricing Supplement, provided that if a Benchmark Event has occurred with respect to the then-original benchmark or screen rate (as the case may be), then "**Original Reference Rate**" means the applicable Successor Rate or the Alternative Rate (as the case may be).

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means the rate that the Independent Adviser or the Issuer (in the circumstances set out in Condition 5(VI)(a)) (as the case may be) determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

6. REDEMPTION AND PURCHASE

(a) Redemption at Maturity Date

Unless previously redeemed or purchased and cancelled as provided below, this Note will be redeemed at its Redemption Amount on the Maturity Date shown on its face (if this Note is shown on its face to be a Fixed Rate Note, Hybrid Note (during the Fixed Rate Period) or Zero-Coupon Note) or on the Interest Payment Date falling in the Redemption Month shown on its face (if this Note is shown on its face to be a Floating Rate Note, Variable Rate Note or Hybrid Note (during the Floating Rate Period)).

So long as the Notes are listed on any Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any redemption of Notes.

(b) Redemption at Option of Noteholder

If so provided hereon, the Issuer shall, at the option of the holder of any Note, redeem such Note on the date or dates so provided at its Redemption Amount, together with interest accrued to the date fixed for redemption. To exercise such option, the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons) with the Issuing and Paying Agent at its specified office or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any other Transfer Agent at its specified office, together with a duly completed option exercise notice in the form obtainable from the Issuing and Paying Agent or the Issuer (as applicable) within the Noteholder's Redemption Option Period shown on the face hereof. Any Note or Certificate so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(c) Redemption at Option of the Issuer

If so provided hereon, the Issuer may, on giving irrevocable notice to the Noteholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Notes at their Redemption Amount or integral multiples thereof, and on the date or dates so provided. Any such redemption of Notes shall be at their Redemption Amount, together with interest accrued to the date fixed for redemption.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 6(c).

In the case of a partial redemption of the Notes, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes or, in the case of Registered Notes, shall specify the principal amount of Registered Notes drawn and the holder(s) of such Registered Notes, to be redeemed, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws. So long as the Notes are listed on any Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any redemption of Notes.

(d) Purchase at the Option of the Issuer

If so provided hereon, the Issuer shall have the option to purchase all or any of the Fixed Rate Notes, Floating Rate Notes, Variable Rate Notes or Hybrid Notes at their

Redemption Amount on any date on which interest is due to be paid on such Notes and the Noteholders shall be bound to sell such Notes to the Issuer accordingly. To exercise such option, the Issuer shall give irrevocable notice to the Noteholders within the Issuer's Purchase Option Period shown on the face hereof. Such Notes may be held, resold or surrendered to the Issuing and Paying Agent for cancellation. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 10, 11 and 12.

In the case of a purchase of some only of the Notes, the notice to Noteholders shall also contain the certificate numbers of the Bearer Notes or, in the case of Registered Notes, shall specify the principal amount of Registered Notes drawn and the holder(s) of such Registered Notes to be purchased, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be agreed between the Issuer and the Trustee, subject to compliance with any applicable laws. So long as the Notes are listed on any Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any purchase of Notes.

(e) Purchase at the Option of Noteholders

(i) Each Noteholder shall have the option to have all or any of his Variable Rate Notes purchased by the Issuer at their Redemption Amount on any Interest Payment Date and the Issuer will purchase such Variable Rate Notes accordingly. To exercise such option, a Noteholder shall deposit (in the case of Bearer Notes) such Variable Rate Notes to be purchased with the Issuing and Paying Agent at its specified office together with all Coupons relating to such Variable Rate Notes which mature after the date fixed for purchase and all unexchanged Talons, or (in the case of Registered Notes) the Certificate representing such Variable Rate Notes to be purchased with the Registrar or any other Transfer Agent at its specified office, together with a duly completed option exercise notice in the form obtainable from the Issuing and Paying Agent, the Registrar or any Transfer Agent (as applicable) within the Noteholders' VRN Purchase Option Period shown on the face hereof. Any Variable Rate Notes or Certificates so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Variable Rate Notes may be held, resold or surrendered for cancellation by (in the case of Bearer Notes) surrendering each such Variable Rate Note (together with all unmatured Coupons and unexchanged Talons) to the Issuing and Paying Agent, or (in the case of Registered Notes) surrendering the Certificate representing such Variable Rate Notes to the Registrar. The Variable Rate Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 10, 11 and 12.

(ii) If so provided hereon, each Noteholder shall have the option to have all or any of his Fixed Rate Notes, Floating Rate Notes or Hybrid Notes purchased by the Issuer at their Redemption Amount on any date on which interest is due to be paid on such Notes and the Issuer will purchase such Notes accordingly. To exercise such option, a Noteholder shall deposit (in the case of Bearer Notes) such Notes to be purchased with the Issuing and Paying Agent at its specified office together with all Coupons relating to such Notes which mature after the date fixed for purchase and all unexchanged Talons, or (in the case of Registered Notes) the Certificate representing such Notes to be purchased with the Registrar or any other Transfer Agent at its specified office, together with a duly completed option exercise notice in the form obtainable from the Issuing and Paying Agent, the Registrar or any Transfer

Agent (as applicable) within the Noteholders' Purchase Option Period shown on the face hereof. Any Notes or Certificates so deposited may not be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer. Such Notes may be held, resold or surrendered for cancellation by (in the case of Bearer Notes) surrendering each such Note (together with all unmatured Coupons and unexchanged Talons) to the Issuing and Paying Agent, or (in the case of Registered Notes) surrendering the Certificate representing such Notes to the Registrar. The Notes so purchased, while held by or on behalf of the Issuer, shall not entitle the holder to vote at any meetings of the Noteholders and shall not be deemed to be outstanding for the purposes of calculating quorums at meetings of the Noteholders or for the purposes of Conditions 10, 11 and 12.

(f) Redemption for Taxation Reasons

If so provided hereon, the Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Redemption Amount or (in the case of Zero-Coupon Notes) Early Redemption Amount (as defined in Condition 6(h)) (together with interest accrued to (but excluding) the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8, or increase the payment of such additional amounts, as a result of any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date or any other date specified in the Pricing Supplement, and (ii) such obligations cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Issuing and Paying Agent a certificate signed by a director or a duly authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal or tax advisors of recognised standing to the effect that the Issuer has or is likely to become obliged to pay such additional amounts as a result of such change or amendment.

(g) Purchases

The Issuer or any of its subsidiaries may at any time purchase Notes at any price (provided that they are purchased together with all unmatured Coupons and unexchanged Talons relating to them) in the open market or otherwise, provided that in any such case such purchase or purchases is in compliance with all relevant laws, regulations and directives.

Notes purchased by the Issuer or any of its subsidiaries may be surrendered by the purchaser through the Issuer to, in the case of Bearer Notes, the Issuing and Paying Agent and, in the case of Registered Notes, the Registrar for cancellation or may at the option of the Issuer or relevant subsidiary be held or resold.

For the purposes of these Conditions, "**directive**" includes any present or future directive, regulation, request, requirement, rule or credit restraint programme of any relevant agency, authority, central bank department, government, legislative, minister, ministry, official public or statutory corporation, self-regulating organisation, or stock exchange.

(h) Early Redemption of Zero-Coupon Notes

(i) The Early Redemption Amount payable in respect of any Zero-Coupon Note, the Early Redemption Amount of which is not linked to an index and/or formula, upon redemption of such Note pursuant to Condition 6(f) or upon it becoming due and payable as provided in Condition 10, shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified hereon.

(ii) Subject to the provisions of Condition 6(h)(iii), the Amortised Face Amount of any such Note shall be the scheduled Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(iii) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(f) or upon it becoming due and payable as provided in Condition 10 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in Condition 6(h)(ii), except that such sub-paragraph shall have effect as though the date on which the Note becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this Condition 6(h)(iii) will continue to be made (as well after as before judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Redemption Amount of such Note on the Maturity Date together with any interest which may accrue in accordance with Condition 5(IV).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

(i) Cancellation

All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Coupons and all unexchanged Talons to the Issuing and Paying Agent at its specified office and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar, and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes or Certificates so surrendered for cancellation may not be reissued or resold.

7. PAYMENTS

(a) Principal and Interest in respect of Bearer Notes

Payments of principal (or, as the case may be, Redemption Amounts) and interest in respect of the Bearer Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Notes or Coupons, as the case may be, at the specified office of the Issuing and Paying Agent by a cheque drawn in the currency in which that payment is due on, or, at the option of the holders, by transfer to an account maintained by the payee in that currency with a bank in the principal financial centre for that currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) Principal and Interest in respect of Registered Notes

(i) Payments of principal in respect of Registered Notes will, subject as mentioned below, be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 7(b)(ii).

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made by a cheque drawn in the currency in which payment is due on and mailed to the holder (or to the first named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any other Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account maintained by the payee in that currency with, a bank in the principal financial centre for that currency.

(iii) In respect of Registered Notes cleared through Euroclear and/or Clearstream, Luxembourg, all payments in respect of Registered Notes represented by Global Securities or, as the case may be, Global Certificates will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment (where "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January)

(c) Payments subject to law etc.

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 8. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(d) Appointment of Agents

The Issuing and Paying Agent, the Registrar and the Transfer Agent initially appointed by the Issuer and their respective specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any of the Agents in accordance with the terms of the Agency Agreement and to appoint additional or other Agents, provided that it will at all times maintain (i) an Issuing and Paying Agent having a specified office in Singapore, (ii) a Registrar in relation to Registered Notes, having a specified office in Singapore, (iii) a Transfer Agent in relation to Registered Notes, having a specified office in Singapore, and (iv) an Agent Bank where the Conditions so require.

Notice of any such change or any change of any specified office will promptly be given to the Noteholders in accordance with Condition 16.

(e) Unmatured Coupons and unexchanged Talons

(i) Bearer Notes which comprise Fixed Rate Notes and Hybrid Notes should be surrendered for payment together with all unmatured Coupons and unexchanged Talons (if any) relating to such Notes (and, in the case of Hybrid Notes, relating to interest payable during the Fixed Rate Period), failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from

the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within five (5) years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9).

(ii) Subject to the provisions of the relevant Pricing Supplement, upon the due date for redemption of any Bearer Note comprising a Floating Rate Note, Variable Rate Note or Hybrid Note, unmatured Coupons relating to such Note (and, in the case of Hybrid Notes, relating to interest payable during the Floating Rate Period) (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Note comprising a Floating Rate Note, Variable Rate Note or Hybrid Note is presented for redemption without all unmatured Coupons and unexchanged Talon (if any) relating to it (and, in the case of the Hybrid Note, relating to interest payable during the Floating Rate Period), redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption or repayment of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate.

(f) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent on any business day in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9).

(g) Non-business days

Subject as provided in the relevant Pricing Supplement and/or in these Conditions, if any date for the payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day and shall not be entitled to any further interest or other payment in respect of any such delay.

(h) Default Interest

If on or after the due date for payment of any sum in respect of the Notes, payment of all or any part of such sum is not made against due presentation of the Notes or, as the case may be, the Coupons, the Issuer shall pay interest on the amount so unpaid from such due date up to the day of actual receipt by the relevant Noteholders or, as the case may be, Couponholders (as well after as before judgment) at a rate per annum determined by the Issuing and Paying Agent to be equal to 0.5 per cent. per annum above (in the case of a Fixed Rate Note or a Hybrid Note during the Fixed Rate Period) the Interest Rate applicable to such Note, (in the case of a Floating Rate Note or a Hybrid Note during the Floating Rate Period) the Rate of Interest applicable to such Note or (in the case of a Variable Rate Note) the variable rate by which the Agreed Yield applicable to such Note is determined or, as the case may be, the Rate of Interest applicable to such Note, or in the case of a Zero-Coupon Note, as provided for in the relevant Pricing Supplement. So long

as the default continues then such rate shall be re-calculated on the same basis at intervals of such duration as the Issuing and Paying Agent may select, save that the amount of unpaid interest at the above rate accruing during the preceding such period shall be added to the amount in respect of which the Issuer is in default and itself bear interest accordingly. Interest at the rate(s) determined in accordance with this paragraph shall be calculated on the Day Count Fraction specified hereon and the actual number of days elapsed, shall accrue on a daily basis and shall be immediately due and payable by the Issuer.

8. TAXATION

(a) Payment after Withholding

All payments in respect of the Notes and Coupons by or on behalf of the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Note or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:

(i) by or on behalf of a holder who is subject to such Taxes by reason of his being connected with Singapore (including, without limitation, the holder being (A) a resident in Singapore for tax purposes, or (B) a non-resident of Singapore who has been granted an exemption by the Inland Revenue Authority of Singapore in respect of the requirement to withhold tax on payments made to it) otherwise than by reason only of the holding of such Note or Coupon or the receipt of any sums due in respect of such Note or Coupon;

(ii) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or

(iii) by or on behalf of a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring compliance with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Note or Coupon is presented for payment.

(b) Interpretation

As used in these Conditions, "**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Noteholders in accordance with Condition 16 that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Redemption Amounts, Early Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 6, "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 and any reference to "**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**interest**" and/or "**Early Redemption Amounts**" shall be deemed to include any additional amounts which may be payable under these Conditions.

9. PRESCRIPTION

Claims against the Issuer for payment in respect of the Notes and Coupons (which for this purpose, shall not include Talons) shall be prescribed and become void unless made within five (5) years from the appropriate Relevant Date for payment.

10. EVENTS OF DEFAULT

If any of the following events ("**Events of Default**") occurs and is continuing, the Trustee at its discretion may, and if so requested in writing by the holders of at least 25 per cent. in principal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution shall, give notice in writing to the Issuer that the Notes are immediately repayable, whereupon the Redemption Amount of such Notes or (in the case of Zero Coupon Notes) the Early Redemption Amount of such Notes together with accrued interest to the date of payment shall immediately become due and payable:

(a) the Issuer does not pay the principal of or any interest on any of the Notes when due and such default continues for a period of seven business days after the due date;

(b) the Issuer fails to perform or comply with any one or more of its obligations (other than the payment obligation referred to in Condition 10(a)) under the Notes or the Trust Deed and such default continues for a period of 45 business days after notice of such default shall have been given to the Issuer by the Trustee;

(c) any representation or warranty made by the Issuer in the Trust Deed is not complied with in any respect or is or proves to have been incorrect in any respect when made or deemed repeated and (except in a case where the Trustee considers such non-compliance to be incapable of remedy) such non-compliance is not remedied for a period of 14 business days following the service by the Trustee on the Issuer of notice requiring the same to be remedied;

(d) (i) any other indebtedness of the Issuer or any of its Principal Subsidiaries in respect of borrowed money becomes due and payable prior to its stated maturity by reason of any default, event of default or any analogous event (however described), (ii) any such indebtedness of the Issuer or any of its Principal Subsidiaries in respect of borrowed money is not paid when due or, as the case may be, within any applicable grace period, or (iii) the Issuer or any of its Principal Subsidiaries fails to pay when due or, as the case may be, within any applicable grace period, any amount payable by it under any guarantee for, or indemnity in respect of, any moneys borrowed or raised, provided that no Event of Default will occur under this Condition 10(d) unless and until the aggregate amount of the relevant indebtedness, guarantees and indemnities in respect of which one or more of the events mentioned above in this Condition 10(d) have occurred exceeds S$40 million or its equivalent in other currencies;

(e) the Issuer or any of its Principal Subsidiaries (i) ceases or through an official action of its board of directors threatens to cease to carry on all or a material part of its business, operations and undertakings, or (ii) (otherwise than in the ordinary course of its business) disposes or through an official action of its board of directors threatens to dispose of all or a material part of its property or assets (in each case, otherwise than for the purposes of such a consolidation, amalgamation, merger or reconstruction as stated in Condition 10(f), or, in the case of a Principal Subsidiary, whereby the business, operations or undertakings, or property or assets, as the case may be, of that Principal Subsidiary are transferred to or otherwise vested in the Issuer or another of the Issuer's subsidiaries);

(f) an order is made, an effective resolution is passed or, as the case may be, an application or petition is made by the Issuer or any of its Principal Subsidiaries, for the winding-up of

the Issuer or any of its Principal Subsidiaries (except for the purpose of and followed by a scheme of arrangement, reconstruction, amalgamation, reorganisation, merger or consolidation not involving bankruptcy or insolvency or on terms approved by the Trustee or an Extraordinary Resolution before that event occurs), or for the appointment of a liquidator (including a provisional liquidator), receiver, judicial manager, trustee, administrator, agent or similar officer of the Issuer or any of its Principal Subsidiaries, or over a material part of the assets of the Issuer or any of its Principal Subsidiaries and such order, application, petition or step shall not have been discharged or stayed within 60 days;

(g) the Issuer or any of its Principal Subsidiaries is (or is deemed by law or a court to be) insolvent or unable to pay its debts as they fall due, stops, suspends payment of all or a material part of its indebtedness, begins negotiations or takes any other proceeding for the deferral, rescheduling or other readjustment of all or a material part of its indebtedness (which, for the avoidance of doubt, shall not include any negotiations or other proceedings taken in respect of a re-financing by the Issuer or any of its Principal Subsidiaries of any of its indebtedness) which it will otherwise be unable to pay when due, proposes or makes a general assignment or an arrangement or scheme or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness;

(h) a distress, attachment or execution or other legal process is levied, enforced or sued out on or against the whole or any material part of the assets of the Issuer or any of its Principal Subsidiaries and is not removed, dismissed, discharged or stayed within 60 days;

(i) any security on or over the whole or any material part of the assets of the Issuer or any of its Principal Subsidiaries becomes enforceable and enforcement is not dismissed, discharged or stayed within 60 days;

(j) the seizure, expropriation or nationalisation of all or a material part of the assets of the Issuer or any of its Principal Subsidiaries and such event is likely to materially and adversely affect the ability of the Issuer to perform its obligations under the Notes or the Trust Deed;

(k) any action, condition or thing (including the obtaining of any necessary consent) at any time required to be taken, fulfilled or done in order (i) to enable the Issuer lawfully to enter into, exercise its rights and perform and comply with its obligations under the Notes and the Trust Deed, (ii) to ensure that those obligations are valid, legally binding and enforceable, or (iii) to make the Notes and the Trust Deed admissible in evidence in the courts of Singapore is not taken, fulfilled or done, or any such consent ceases to be in full force and effect without modification or any condition in or relating to any such consent is not complied with (unless that consent or condition is no longer required or applicable) and such default continues for a period of 14 business days after notice of such default shall have been given to the Issuer by the Trustee;

(l) it is or will become unlawful or illegal for the Issuer to perform or comply with any one or more of its obligations under the Notes or the Trust Deed; or

(m) any event occurs which, under the laws of any relevant jurisdiction, has an analogous effect to any of the events referred to in Conditions 10(e), (f), (g), (h), (i) or (j).

In these Conditions,

(1) "**Principal Subsidiaries**" means, at any particular time, any subsidiary of the Issuer:

(aa) whose total assets, as shown by the accounts of such subsidiary (consolidated in the case of a company which itself has subsidiaries), based upon which the latest

audited consolidated accounts of the Group (as defined in the Trust Deed) have been prepared, are at least 10 per cent. of the total assets of the Group as shown by such audited consolidated accounts; or

(bb) whose total revenue, as shown by the accounts of such subsidiary (consolidated in the case of a company which itself has subsidiaries), based upon which the latest audited consolidated accounts of the Group have been prepared, is at least 15 per cent. of the total revenue of the Group as shown by such audited consolidated accounts,

provided that if any such subsidiary (the "**transferor**") shall at any time transfer the whole or a substantial part of its business, undertaking or assets to another subsidiary or the Issuer (the "**transferee**") then:

(I) if the whole of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall thereupon cease to be a Principal Subsidiary and the transferee (unless it is the Issuer) shall thereupon become a Principal Subsidiary; and

(II) if a substantial part only of the business, undertaking and assets of the transferor shall be so transferred, the transferor shall remain a Principal Subsidiary and the transferee (unless it is the Issuer) shall thereupon become a Principal Subsidiary.

Any subsidiary which becomes a Principal Subsidiary by virtue of (I) above or which remains or becomes a Principal Subsidiary by virtue of (II) above shall continue to be a Principal Subsidiary until the earlier of (x) the date of issue of the first audited consolidated accounts of the Group prepared as of a date later than the date of the relevant transfer which show the total assets or (as the case may be) total revenue as shown by the accounts of such subsidiary (consolidated (if any) in the case of a company which itself has subsidiaries), based upon which such audited consolidated accounts have been prepared, to be less than 10 per cent. of the total assets or, as the case may be, 15 per cent. of the total revenue of the Group, as shown by such audited consolidated accounts and (y) the date of a report by the Auditors (as defined in the Trust Deed) as described below dated on or after the date of the relevant transfer which shows the total assets of such subsidiary to be less than 10 per cent. of the total assets or, as the case may be, 15 per cent. of the total revenue, of the Group. A report by the Auditors, who shall also be responsible for producing any pro-forma accounts required for the above purposes, that in their opinion a subsidiary is or is not a Principal Subsidiary shall, in the absence of manifest error, be conclusive; and

(2) "**subsidiary**" has the meaning ascribed to it in Section 5 of the Companies Act 1967 of Singapore.

11. ENFORCEMENT

At any time after the Notes shall have become due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer as it may think fit to enforce repayment of the Notes, together with accrued interest, but it shall not be bound to take any such proceedings unless (a) it shall have been so requested in writing by the holders of not less than 25 per cent. in principal amount of the Notes outstanding or so directed by an Extraordinary Resolution and, (b) it shall have been indemnified and/or secured by the Noteholders to its satisfaction. No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound to do so, fails or neglects to do so within a reasonable period and such failure or neglect is continuing.

12. MEETING OF NOTEHOLDERS AND MODIFICATIONS

(a) The Trust Deed contains provisions for convening meetings of Noteholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Notes of such Series (including these Conditions insofar as the same may apply to such Notes) or any of the provisions of the Trust Deed.

(b) The Trustee or the Issuer at any time may, and the Trustee upon the request in writing at the time after any Notes of any Series shall have become repayable due to default by Noteholders holding not less than 10 per cent. in principal amount of the Notes of any Series for the time being outstanding shall, convene a meeting of the Noteholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Noteholders of the relevant Series, whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, *inter alia*, (i) to amend the dates of maturity or redemption of the Notes or any date for payment of interest or Interest Amounts on the Notes, (ii) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Notes, (iii) to reduce the rate or rates of interest in respect of the Notes or to vary the method or basis of calculating the rate or rates of interest or the basis for calculating any amount of interest in respect of the Notes, (iv) to vary the currency or currencies of payment or denomination of the Notes, (v) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass the Extraordinary Resolution, or (vii) to vary any method of, or basis for, calculating the Redemption Amount or the Early Redemption Amount including the calculation of the Amortised Face Amount, will only be binding if passed at a meeting of the Noteholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

(c) The Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification (subject to certain exceptions mentioned in the Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, which in any such case is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or may agree, without any such consent as aforesaid, to any modification, waiver or authorisation which is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or is required by Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other clearing system in which the Notes may be held. Any such modification, waiver or authorisation shall be binding on the Noteholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Noteholders as soon as practicable.

(d) In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation determination or substitution), the Trustee shall have regard to the general interests of the Noteholders as a class but shall not have regard to any interests arising from circumstances particular to individual Noteholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Noteholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders.

(e) These Conditions may be amended, modified, or varied in relation to any Series of Notes by the terms of the relevant Pricing Supplement in relation to such Series.

(f) For the purpose of ascertaining the right to attend and vote at any meeting of the Noteholders convened for the purpose of and in relation to Conditions 10, 11 and 12 and Clause 9 of and Schedule 11 to the Trust Deed, those Notes (if any) which are beneficially held by, or are held on behalf of the Issuer, and any of its subsidiaries and not cancelled shall (unless and until ceasing to be so held) be disregarded when determining whether the requisite quorum of such meeting has been met and any votes cast or purported to be cast at such meeting in respect of such Notes shall be disregarded and be null and void.

13. REPLACEMENT OF NOTES, CERTIFICATES, COUPONS AND TALONS

Should any Note, Certificate, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, at the specified office of the Issuing and Paying Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) (or at the specified office of such other Issuing and Paying Agent or, as the case may be, Transfer Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to the Noteholders in accordance with Condition 16) upon payment by the claimant of the costs, expenses and duties incurred in connection with the replacement and on such terms as to evidence, undertaking, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Note, Certificate, Coupon or Talon) or otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

14. FURTHER ISSUES

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes of any Series and so that the same shall be consolidated and form a single Series with such Notes, and references in these Conditions to "**Notes**" shall be construed accordingly.

15. PROVISIONS RELATING TO THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and to act as trustee of the holders of any other securities issued by, or relating to, the Issuer, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Noteholders or Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trust Deed also provides that the Trustee will not be liable for, *inter alia*, any action taken or omitted by it except to the extent that a court of competent jurisdiction determines that the Trustee's gross negligence, wilful default or fraud was the primary cause of any loss to the Noteholders, and that each Noteholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Trustee shall not at any time have any responsibility for the same and each Noteholder shall not rely on the Trustee in this respect thereof.

16. NOTICES

Notices to the holders of Notes will be valid (i) if published in a newspaper of general circulation in Singapore (which is expected to be *The Business Times*), (ii) if the holders of any Notes can be identified, if the notices are given to each of such holders, or (iii) so long as the Notes are listed on the SGX-ST, if published on the website of the SGX-ST (www.sgx.com). Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication as provided above. In addition, notices to the holders of Registered Notes shall be valid if mailed to them at their respective addresses in the Register and deemed to have been given two days from the date of despatch to the Noteholders.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Notes in accordance with this Condition 16.

Until such time as any Definitive Notes (as defined in the Trust Deed) are issued, there may, so long as the Global Security(ies) or Global Certificate(s) is or are held in its or their entirety on behalf of CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspapers the delivery of the relevant notice to (subject to the agreement of CDP) CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg for communication by it to the Noteholders, except that if the Notes are listed on the Singapore Exchange Securities Trading Limited and the rules of such exchange so require, notice will in any event be published in accordance with the first paragraph. Any such notice shall be deemed to have been given to the Noteholders on the seventh day after the day on which the said notice was given to CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Issuing and Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Certificates). Whilst the Notes are represented by a Global Security or a Global Certificate, such notice may be given by any Noteholder to the Issuing and Paying Agent or, as the case may be, the Registrar through CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar and CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where the identities and addresses of all the Noteholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given two days from the date of despatch to the Noteholders.

16. GOVERNING LAW

The Trust Deed, the Notes, the Coupons and the Talons are governed by, and shall be construed in accordance with, the laws of Singapore.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 OF SINGAPORE

No person shall have any right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy the benefit of any term or condition of this Note.

ISSUING AND PAYING AGENT, REGISTRAR AND TRANSFER AGENT

DBS Bank Ltd.
10 Toh Guan Road
#04-11 (Level 4B)
DBS Asia Gateway
Singapore 608838

TERMS AND CONDITIONS OF THE PERPETUAL SECURITIES

The following is the text of the terms and conditions which, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the relevant Pricing Supplement, will be endorsed on the Perpetual Securities in definitive form issued in exchange for the Global Security(ies) or the Global Certificate(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Perpetual Securities. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Pricing Supplement. Those definitions will be endorsed on such Bearer Perpetual Securities or on the Certificates relating to such Registered Perpetual Securities. References in the Conditions to "Perpetual Securities" are to the Perpetual Securities of one Series only, not to all Perpetual Securities that may be issued under the Programme. Details of the relevant Series are being shown on the face of the relevant Perpetual Securities and in the relevant Pricing Supplement.

The Perpetual Securities are constituted by a trust deed dated 23 September 2011 made between (1) StarHub Ltd, as issuer (the "**Issuer**", which expression shall include its successors and permitted assigns), and (2) DBS Trustee Limited, as trustee (the "**Trustee**", which expression shall wherever the context so admits include such company and all other persons for the time being the trustee or trustees of the Trust Deed), as amended and supplemented by the first supplemental trust deed dated 24 May 2016 made between the same parties, and as amended and restated by an amendment and restatement trust deed dated 29 May 2017 and a second amendment and restatement trust deed dated 14 September 2022 and as further amended, modified and supplemented by a supplemental trust deed dated 6 October 2025, in each case made between (1) the Issuer, as issuer, and (2) the Trustee, as trustee of the Perpetual Securityholders (as defined below) (and as may be further amended or supplemented from time to time, the "**Trust Deed**"), and (where applicable) the Perpetual Securities are issued with the benefit of a deed of covenant dated 23 September 2011 relating to the Notes executed by the Issuer, as supplemented by the supplemental deed of covenant dated 29 May 2017 relating to the Securities executed by the Issuer, and as further amended, varied or supplemented from time to time (the "**Deed of Covenant**"). These terms and conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Perpetual Securities, Certificates, Coupons and Talons referred to below. The Issuer has entered into an agency agreement dated 23 September 2011 between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as agent bank, and (4) the Trustee, as trustee, as amended and restated by an amendment and restatement agency agreement dated 29 May 2017 between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as registrar and transfer agent, (4) DBS Bank Ltd., as agent bank, and (5) the Trustee, as trustee, and a second amendment and restatement agency agreement dated 14 September 2022 between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as registrar and transfer agent, (4) DBS Bank Ltd., as agent bank in respect of Securities other than Excluded Securities, and (5) the Trustee, as trustee, and as further amended, varied or supplemented from time to time (the "**Agency Agreement**", which expression shall, where the context requires, include any separate agency agreement that may be made between the Issuer and any other agents in connection with the Programme or any Securities issued under the Programme). The Perpetual Securityholders and the holders (the "**Couponholders**") of the distribution coupons (the "**Coupons**") appertaining to the Perpetual Securities in bearer form and, where applicable in the case of such Perpetual Securities, talons for further Coupons (the "**Talons**") are bound by and are deemed to have notice of all of the provisions of the Trust Deed, the Agency Agreement and the Deed of Covenant.

Copies of the Trust Deed, the Agency Agreement and the Deed of Covenant are available for inspection at the principal office of the Trustee for the time being and at the specified office of the Issuing and Paying Agent for the time being.

1. FORM, DENOMINATION AND TITLE

(a) Form and Denomination

(i) The Perpetual Securities of the Series of which this Perpetual Security forms part (in these Conditions, the "**Perpetual Securities**") are issued in bearer form ("**Bearer Perpetual Securities**") or in registered form ("**Registered Perpetual Securities**") in each case in the Denomination Amount shown hereon.

(ii) This Perpetual Security is a Fixed Rate Perpetual Security or a Floating Rate Perpetual Security (depending upon the Distribution Basis shown on its face).

(iii) Bearer Perpetual Securities are serially numbered and issued with Coupons (and, where appropriate, a Talon) attached.

(iv) Registered Perpetual Securities are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Perpetual Securities by the same holder.

(b) Title

(i) Subject as set out below, title to the Bearer Perpetual Securities and the Coupons and Talons appertaining thereto shall pass by delivery. Title to the Registered Perpetual Securities shall pass by registration in the register (the "**Register**") that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement.

(ii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Perpetual Security, Coupon or Talon shall be deemed to be and may be treated as the absolute owner of such Perpetual Security, Coupon or Talon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, whether or not such Perpetual Security, Coupon or Talon shall be overdue and notwithstanding any notice of ownership, theft or loss thereof or any writing thereon made by anyone, and no person shall be liable for so treating the holder.

*For so long as any of the Perpetual Securities is represented by a Global Security (as defined below) or, as the case may be, a Global Certificate (as defined below) and such Global Security or Global Certificate is held by The Central Depository (Pte) Limited ("**CDP**"), each person who is for the time being shown in the records of CDP as the holder of a particular principal amount of such Perpetual Securities (in which regard any certificate or other document issued by CDP as to the principal amount of such Perpetual Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of Perpetual Securities other than with respect to the payment of principal, distribution and any other amounts in respect of the Perpetual Securities, for which purpose the bearer of the Global Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such Perpetual Securities in accordance with and subject to the terms of the Global Security or, as the case may be, the Global Certificate (and the expressions "**Perpetual Securityholder**" and "**holder of Perpetual Securities**" and related expressions, where the context requires, shall be construed accordingly). Perpetual Securities which are*

represented by the Global Security or, as the case may be, the Global Certificate and held by CDP will be transferable only in accordance with the rules and procedures for the time being of CDP. For so long as any of the Perpetual Securities is represented by a Global Security or, as the case may be, a Global Certificate and such Global Security or, as the case may be, such Global Certificate is held by CDP, the record date for the purposes of determining entitlements to any payment of principal and any other amounts in respect of the Perpetual Securities shall, unless otherwise specified by the Issuer, be the date falling five (5) business days prior to the relevant payment date.

*For so long as any of the Perpetual Securities is represented by a Global Security or, as the case may be, a Global Certificate and such Global Security or Global Certificate is held by a common depository for Euroclear Bank SA/NV ("**Euroclear**") and/or Clearstream Banking, S.A. ("**Clearstream, Luxembourg**"), each person who is for the time being shown in the records of Euroclear and/or Clearstream, Luxembourg as the holder of a particular principal amount of such Perpetual Securities (in which regard any certificate or other document issued by Euroclear and/or Clearstream, Luxembourg as to the principal amount of such Perpetual Securities (as the case may be) standing to the account of any person shall be conclusive and binding for all purposes, save in the case of manifest error) shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such principal amount of such Perpetual Securities other than with respect to the payment of principal, distribution and any other amounts in respect of such Perpetual Securities, for which purpose the bearer of the Global Security or, as the case may be, the person whose name is shown on the Register shall be treated by the Issuer, the Issuing and Paying Agent, the Agent Bank, the Registrar, the Transfer Agent, all other agents of the Issuer and the Trustee as the holder of such Perpetual Securities in accordance with and subject to the terms of the Global Security or, as the case may be, the Global Certificate (and the expressions "**Perpetual Securityholder**" and "**holder of Perpetual Securities**" and related expressions, where the context requires, shall be construed accordingly). Perpetual Securities which are represented by the Global Security or, as the case may be, the Global Certificate and held by Euroclear and/or Clearstream, Luxembourg will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg.*

(iii) In these Conditions, "**Global Security**" means the relevant Temporary Global Security representing each Series or the relevant Permanent Global Security representing each Series, "**Global Certificate**" means the relevant Global Certificate representing each Series that is registered in the name of, or in the name of the nominee of, (1) CDP, (2) a common depositary for Euroclear and/or Clearstream, Luxembourg and/or, (3) any other clearing system, "**Perpetual Securityholder**" means the bearer of any Bearer Perpetual Security or the person in whose name a Registered Perpetual Security is registered (as the case may be) and "**holder**" (in relation to a Perpetual Security, Coupon or Talon) means the bearer of any Bearer Perpetual Security, Coupon or Talon or the person in whose name a Registered Perpetual Security is registered (as the case may be), "**Series**" means a Tranche, together with any further Tranche or Tranches, which are (A) expressed to be consolidated and forming a single series and (B) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of distribution and "**Tranche**" means Perpetual Securities which are identical in all respects (including as to listing).

(iv) Words and expressions defined in the Trust Deed or used in the applicable Pricing Supplement (as defined in the Trust Deed) shall have the same meanings where

used in these Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Trust Deed and the applicable Pricing Supplement, the applicable Pricing Supplement will prevail.

2. NO EXCHANGE OF PERPETUAL SECURITIES AND TRANSFER OF REGISTERED PERPETUAL SECURITIES

(a) No Exchange of Perpetual Securities

Registered Perpetual Securities may not be exchanged for Bearer Perpetual Securities. Bearer Perpetual Securities of one Denomination Amount may not be exchanged for Bearer Perpetual Securities of another Denomination Amount. Bearer Perpetual Securities may not be exchanged for Registered Perpetual Securities.

(b) Transfer of Registered Perpetual Securities

Subject to Conditions 2(e) and 2(f) below, one or more Registered Perpetual Securities may be transferred (in the authorised denominations set out herein) upon the surrender (at the specified office of the Registrar or any other Transfer Agent) of the Certificate representing such Registered Perpetual Securities to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer) duly completed and executed and any other evidence as the Registrar or such other Transfer Agent may require to prove the title of the transferor and the authority of the individuals that have executed the form of transfer. In the case of a transfer of part only of a holding of Registered Perpetual Securities represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Perpetual Securities and entries on the Register will be made subject to the detailed regulations concerning transfers of Perpetual Securities scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Registrar and the Trustee, or by the Registrar with the prior written approval of the Issuer and the Trustee. A copy of the current regulations will be made available by the Registrar, at the expense of the Issuer, to any Perpetual Securityholder upon request.

(c) Exercise of Options or Partial Redemption or Purchase in Respect of Registered Perpetual Securities

In the case of an exercise of an Issuer's option in respect of, or a partial redemption of, or purchase of, a holding of Registered Perpetual Securities represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed or purchased. In the case of a partial exercise of an option resulting in Registered Perpetual Securities of the same holding having different terms, separate Certificates shall be issued in respect of those Perpetual Securities of that holding that have the same terms. New Certificates shall only be issued against the surrender of the existing Certificates to the Registrar or any other Transfer Agent. In the case of a transfer of Registered Perpetual Securities to a person who is already a holder of Registered Perpetual Securities, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Condition 2(b) or 2(c) shall be available for delivery within five (5) business days of receipt of the duly completed form of transfer or

exercise notice and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Registrar or such other Transfer Agent (as the case may be) to whom delivery or surrender of such form of transfer or exercise notice or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or exercise notice or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the Registrar or the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day (other than a Saturday or Sunday or gazetted public holiday) on which banks are open for business in the place of the specified office of the Registrar or the other relevant Transfer Agent (as the case may be).

(e) Transfers Free of Charge

Transfers of Perpetual Securities and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity and/or security and/or prefunding as the Registrar or the Transfer Agent may require) in respect of tax or charges.

(f) Closed Periods

No Perpetual Securityholder may require the transfer of a Registered Perpetual Security to be registered (i) during the period of 15 days prior to any date on which the Perpetual Securities may be called for redemption by the Issuer at its option pursuant to Condition 5(b), (ii) after any such Perpetual Security has been called for redemption, or (iii) during the period of seven (7) days ending on (and including) any Record Date (as defined in Condition 6(b)(ii)).

3. STATUS

(a) Senior Perpetual Securities

This Condition 3(a) applies to Perpetual Securities that are Senior Perpetual Securities (being the Perpetual Securities that specify their status as senior in the applicable Pricing Supplement). The Senior Perpetual Securities and Coupons relating to them constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer. The Senior Perpetual Securities and Coupons relating to them shall at all times rank *pari passu* and rateably without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.

(b) Subordinated Perpetual Securities

This Condition 3(b) applies to Perpetual Securities that are Subordinated Perpetual Securities (being the Perpetual Securities that specify their status as subordinated in the applicable Pricing Supplement).

(i) Status of Subordinated Perpetual Securities

The Subordinated Perpetual Securities and Coupons relating to them constitute direct, unconditional, subordinated and unsecured obligations of the Issuer. The Subordinated Perpetual Securities and Coupons relating to them shall at all times rank *pari passu* and rateably without any preference or priority among themselves,

and *pari passu* with any Parity Obligations of the Issuer. The rights and claims of the Perpetual Securityholders and Couponholders in respect of the Subordinated Perpetual Securities are subordinated as provided in this Condition 3(b).

In these Conditions, "**Parity Obligation**" means any instrument or security (including without limitation any preference shares) issued, entered into or guaranteed by the Issuer (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with the Subordinated Perpetual Securities and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer and/or, in the case of an instrument or security guaranteed by the Issuer, the issuer thereof.

(ii) Ranking of claims on winding-up

Subject to the insolvency laws of Singapore and other applicable laws, in the event of the winding-up of the Issuer, the rights of the Perpetual Securityholders and Couponholders in respect of Subordinated Perpetual Securities to payment of principal, distribution and any other amounts in respect of the Subordinated Perpetual Securities and the Coupons relating to them are expressly subordinated and subject in right of payment to the prior payment in full of all claims of senior creditors of the Issuer but at least *pari passu* with all other subordinated obligations of the Issuer that are not expressed by their terms to rank junior to the claims of the holders of the Subordinated Perpetual Securities and in priority to (i) the other subordinated obligations of the Issuer that are expressed by their terms to rank junior to the claims of the holders of the Subordinated Perpetual Securities and (ii) the claims of shareholders of the Issuer and/or as otherwise specified in the applicable Pricing Supplement.

(iii) No set-off

Subject to applicable law, no holder of Subordinated Perpetual Securities or any Coupons relating to them may exercise, claim or plead any right of set-off, deduction, withholding or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Securities or Coupons relating to them, and each holder of Subordinated Perpetual Securities or any Coupons relating to them shall, by virtue of his holding of any Subordinated Perpetual Securities or Coupons relating to them, be deemed to have waived all such rights of set-off, deduction, withholding or retention against the Issuer. Notwithstanding the preceding sentence, if any of the amounts owing to any holder of Subordinated Perpetual Securities or any Coupons relating to them by the Issuer in respect of, or arising under or in connection with the Subordinated Perpetual Securities or Coupons relating to them is discharged by set-off, such holder of Subordinated Perpetual Securities or any Coupons relating to them shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its winding-up or administration, the liquidator or, as appropriate, administrator of the Issuer) and, until such time as payment is made, shall hold such amount on trust for the Issuer (or the liquidator or, as appropriate, administrator of the Issuer) and accordingly any such discharge shall be deemed not to have taken place.

4. DISTRIBUTION AND OTHER CALCULATIONS

(I) DISTRIBUTION ON FIXED RATE PERPETUAL SECURITIES

(a) Distribution Rate and Accrual

Each Fixed Rate Perpetual Security confers a right to receive distribution on its principal amount outstanding from the Distribution Commencement Date (as defined in Condition 4(II)(c)) in respect thereof and as shown on the face of such Perpetual Security at the rate per annum (expressed as a percentage) equal to the Distribution Rate shown on the face of such Perpetual Security payable in arrear on each Distribution Payment Date or Distribution Payment Dates shown on the face of such Perpetual Security in each year.

The first payment of distribution will be made on the Distribution Payment Date next following the Distribution Commencement Date (and if the Distribution Commencement Date is not a Distribution Payment Date, will amount to the Initial Broken Amount shown on the face of such Perpetual Security).

Distribution will cease to accrue on each Fixed Rate Perpetual Security from (and including) the due date for redemption thereof unless, upon due presentation thereof and subject to the provisions of the Trust Deed, payment of the Redemption Amount shown in the relevant Pricing Supplement is improperly withheld or refused, in which event distribution at such rate will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 4(I) to (but excluding) the Relevant Date (as defined in Condition 7(b)).

(b) Distribution Rate

The Distribution Rate applicable to each Fixed Rate Perpetual Security shall be:

(i) (if no Reset Date is specified in the applicable Pricing Supplement),

(A) if no Step-Up Margin is specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security; or

(B) if a Step-Up Margin is specified in the applicable Pricing Supplement, (1) for the period from (and including) the Distribution Commencement Date to (but excluding) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (2) for the period from (and including) the Step-Up Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security plus the Step-Up Margin (as specified in the applicable Pricing Supplement); and

(ii) (if a Reset Date is specified in the applicable Pricing Supplement), (A) for the period from (and including) the Distribution Commencement Date to (but excluding) the First Reset Date specified in the applicable Pricing Supplement, the rate shown on the face of such Perpetual Security and (B) for the period from (and including) the First Reset Date and each Reset Date (as specified in the applicable Pricing Supplement) falling thereafter to (but excluding) the immediately following Reset Date, the Reset Distribution Rate.

For the purposes of these Conditions:

"**Relevant Currency**" means the currency in which the Perpetual Securities are denominated;

"**Relevant Financial Centre**" means, in the case of distribution to be determined on a Reset Determination Date with respect to any Fixed Rate Perpetual Security, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

"**Relevant Time**" means, with respect to any Reset Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre;

"**Reset Determination Date**" means the second business day prior to the relevant Reset Date;

"**Reset Distribution Rate**" means the Relevant Rate to be specified in the applicable Pricing Supplement (or if no Relevant Rate is specified in the applicable Pricing Supplement, SORA-OIS) with respect to the relevant Reset Date plus the Initial Spread (as specified in the applicable Pricing Supplement) plus the Step-Up Margin (if applicable, as specified in the applicable Pricing Supplement);

"**Screen Page**" means the "OTC SGD OIS" page on Bloomberg under "BGN" panel and the column headed "Ask" (or such other substitute page thereof or if there is no substitute page, the screen page which is the generally accepted page used by market participants at that time as determined by an independent financial institution (which is appointed by the Issuer and notified to the Agent Bank)); and

"**SORA-OIS**" means the rate per annum which appears on the Screen Page for a period equal to the duration of the Reset Period specified in the applicable Pricing Supplement at the close of business on the Reset Determination Date.

(c) Calculation of Reset Distribution Rate

The Agent Bank will, on the Reset Determination Date, determine the applicable Reset Distribution Rate payable in respect of each Perpetual Security. The Agent Bank will cause the applicable Reset Distribution Rate determined by it to be notified to the Issuing and Paying Agent, the Trustee, the Registrar and the Issuer as soon as practicable after their determination but in no event later than the business day thereafter. All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 by the Agent Bank will (in the absence of manifest error) be binding on the Issuer and the Perpetual Securityholders.

(d) Publication of Relevant Reset Distribution Rate

The Agent Bank shall promptly cause notice of the then applicable Reset Distribution Rate to be notified to the Perpetual Securityholders in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth business day thereafter.

(e) Determination or Calculation by replacement agent bank

If the Agent Bank does not at any material time for any reason so determine the applicable Reset Distribution Rate, the replacement agent bank shall do so. In doing so, the replacement agent bank shall apply the provisions of this Condition 4(I), with any necessary consequential amendments, to the extent that, in its opinion, it can do so and, in all other respects, it shall do so in such manner as it shall deem fair and reasonable in all the circumstances.

(f) Calculations in relation to Fixed Rate Perpetual Securities

In the case of a Fixed Rate Perpetual Security, distribution in respect of a period of less than one year will be calculated on the Day Count Fraction shown on the face of the Perpetual Security. The amount of distribution payable per Calculation Amount for any Fixed Rate Distribution Period in respect of any Fixed Rate Perpetual Security shall be calculated by multiplying the product of the applicable Distribution Rate and the Calculation Amount, by the Day Count Fraction shown on the Perpetual Security and rounding the resultant figure to the nearest sub-unit of the Relevant Currency.

(II) DISTRIBUTION ON FLOATING RATE PERPETUAL SECURITIES

(a) Distribution Payment Dates

Each Floating Rate Perpetual Security confers a right to receive distribution on its principal amount outstanding from the Distribution Commencement Date in respect thereof and as shown on the face of such Perpetual Security, and such distribution will be payable in arrear on each distribution payment date ("**Distribution Payment Date**"). Such Distribution Payment Date(s) is/are either shown in the relevant Pricing Supplement as Specified Distribution Payment Date(s) or, if no Specified Distribution Payment Date(s) is/are shown in the relevant Pricing Supplement, Distribution Payment Date shall mean each date which (save as mentioned in these Conditions) falls the number of months specified as the Distribution Period (as defined below) in the relevant Pricing Supplement (the "**Specified Number of Months**") after the preceding Distribution Payment Date or, in the case of the first Distribution Payment Date, after the Distribution Commencement Date (and which corresponds numerically with such preceding Distribution Payment Date or the Distribution Commencement Date, as the case may be).

If any Distribution Payment Date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a business day (as defined below), then if the Business Day Convention specified is (1) the Floating Rate Business Day Convention, such date shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month, in which event (A) such date shall be brought forward to the immediately preceding business day and (B) each subsequent such date shall be the last business day of the month in which such date would have fallen had it not been subject to adjustment, (2) the Following Business Day Convention, such date shall be postponed to the next day that is a business day, (3) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a business day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding business day or (4) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding business day.

The period beginning on (and including) the Distribution Commencement Date and ending on (but excluding) the first Distribution Payment Date and each successive period beginning on (and including) a Distribution Payment Date and ending on (but excluding) the next succeeding Distribution Payment Date is herein called a "**Distribution Period**".

Distribution will cease to accrue on each Floating Rate Perpetual Security from (and including) the due date for redemption thereof unless, upon due presentation and subject to the provisions of the Trust Deed, payment of the Redemption Amount is improperly withheld or refused, in which event distribution will continue to accrue (as well after as before judgment) at the rate and in the manner provided in this Condition 4(II) to (but excluding) the Relevant Date.

(b) Rate of Distribution – Floating Rate Perpetual Securities

(i) Each Floating Rate Perpetual Security confers a right to receive distribution on its Calculation Amount at a floating rate determined by reference to a Benchmark as stated on the face of such Floating Rate Perpetual Security, being (in the case of Perpetual Securities which are denominated in Singapore Dollars) Singapore Overnight Rate Average ("**SORA**") (in which case such Perpetual Security will be a "**SORA Perpetual Security**") or in any other case (or in the case of Perpetual Securities which are denominated in a currency other than Singapore Dollars) such other Benchmark as is set out on the face of such Perpetual Security.

Such floating rate may be adjusted by adding or subtracting the Spread (if any) stated on the face of such Perpetual Security. The "**Spread**" is the percentage rate per annum specified on the face of such Perpetual Security as being applicable to the rate of distribution for such Perpetual Security. The rate of distribution so calculated shall be subject to Condition 4(III)(a) below.

The rate of distribution payable in respect of a Floating Rate Perpetual Security from time to time is referred to in these Conditions as the "**Rate of Distribution**".

(ii) The Rate of Distribution payable from time to time in respect of each Floating Rate Perpetual Security will be determined by the Agent Bank on the basis of the following provisions:

(1) in the case of Floating Rate Perpetual Securities which are specified

in the applicable Pricing Supplement as being SORA Perpetual Securities and Index Determination is specified as "Not Applicable" in the applicable Pricing Supplement, the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Daily SORA (as defined below) plus or minus the Spread:

(A) where Lockout is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during such Distribution Period (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SORA_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"**d_o**", for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"**Distribution Determination Date**" means the Singapore Business Day immediately following the Rate Cut-Off Date;

"i", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period;

"n_i", for any Singapore Business Day "i", is the number of calendar days from and including such Singapore Business Day "i" up to but excluding the following Singapore Business Day;

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Rate Cut-Off Date**" means, with respect to a Rate of Distribution and Distribution Period, the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "i", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "i";

"$SORA_i$" means, in respect of any Singapore Business Day "i" falling in the relevant Distribution Period:

(aa) if such Singapore Business Day is a SORA Reset Date, the reference rate equal to SORA in respect of that Singapore Business Day; and

(bb) if such Singapore Business Day is not a SORA Reset Date (being a Singapore Business Day falling in the Suspension Period), the reference rate equal to SORA in respect of the first Singapore Business Day falling in the Suspension Period (the "**Suspension Period $SORA_i$**") (such first day of the Suspension Period coinciding with the Rate Cut-Off Date). For the avoidance of doubt, the Suspension Period $SORA_i$ shall apply to each day falling in the relevant Suspension Period;

"**SORA Reset Date**" means, in relation to any Distribution Period, each Singapore Business Day during such Distribution Period, other than any Singapore Business Day falling in the Suspension Period corresponding with such Distribution Period; and

"**Suspension Period**" means, in relation to any Distribution Period, the period from (and including) the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date in respect of the relevant Distribution Period or such other date specified in the applicable Pricing Supplement (such Singapore Business Day coinciding with the Rate Cut-Off Date) to (but excluding) the Distribution Payment Date of such Distribution Period.

(B) where Lookback is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SORA_{i-x\,SBD}\times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Distribution Period;

"$\mathbf{d_o}$", for any Distribution Period, is the number of Singapore Business Days in the relevant Distribution Period;

"**Distribution Determination Date**" means, with respect to a Rate of Distribution and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"$\mathbf{i}$", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Distribution Period to the last Singapore Business Day in such Distribution Period;

"$\mathbf{n_i}$", for any Singapore Business Day "i", is the number of calendar days from and including such Singapore Business Day "i" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Distribution Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "$_i$", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page**") on the Singapore Business Day immediately following such Singapore Business Day "$_i$"; and

"**SORAi $_{-\ x\ SBD}$**" means, in respect of any Singapore Business Day "$_i$" in the relevant Distribution Period, the reference rate equal to SORA in respect of the Singapore Business Day falling "*p*" Singapore Business Days prior to the relevant Singapore Business Day "$_i$".

(C) where Backward Shifted Observation Period is specified in the applicable Pricing Supplement:

"**Compounded Daily SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Distribution Period (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Agent Bank (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement) on the Distribution Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SORA_i \times n_i}{365}\right)-1\right]\times\frac{365}{d}$$

where:

"**d**" is the number of calendar days in the relevant Observation Period;

"**d_o**", for any Distribution Period, is the number of Singapore Business Days in the relevant Observation Period;

"**Distribution Determination Date**" means, with respect to a Rate of Distribution and Distribution Period, the date falling one Singapore Business Day after the end of each Observation Period, unless otherwise specified in the relevant Pricing Supplement;

"**i**", for the relevant Distribution Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in

chronological order from, and including, the first Singapore Business Day in such Observation Period to the last Singapore Business Day in such Observation Period;

"**n_i**", for any Singapore Business Day "$_i$", is the number of calendar days from and including such Singapore Business Day "$_i$" up to but excluding the following Singapore Business Day;

"**Observation Period**" means, for the relevant Distribution Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Singapore Business Days**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA**" means, in respect of any Singapore Business Day "$_i$", a reference rate equal to the daily Singapore Overnight Rate Average published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore's website currently at http://www.mas.gov.sg, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) (the "**Relevant Screen Page")** on the Singapore Business Day immediately following such Singapore Business Day "$_i$"; and

"**$SORA_i$**" means**,** in respect of any Singapore Business Day "$_i$" falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day "$_i$".

For the avoidance of doubt, the formula for the calculation of Compounded Daily SORA only compounds SORA in respect of any Singapore Business Day. SORA applied to a day that is not a Singapore Business Day will be taken by applying SORA for the previous Singapore Business Day but without compounding.

(D) Subject to Condition 4(V), if, by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such day "$_i$", SORA in respect of such Singapore Business Day "$_i$" has not been published and a Benchmark Event for SORA has not occurred, then SORA for that Singapore Business Day "$_i$" will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.

(E) In the event that the Rate of Distribution cannot be determined in accordance with the foregoing provisions by the Agent Bank (or such other party responsible for the calculation of the Rate of Distribution, as

specified in the applicable Pricing Supplement), subject to Condition 4(V), the Rate of Distribution shall be:

(aa) that determined as at the last preceding Distribution Determination Date or, as the case may be, Rate Cut-Off Date (though substituting, where a different Spread or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Spread or Maximum Rate of Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Spread or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period); or

(bb) if there is no such preceding Distribution Determination Date or, as the case may be, Rate Cut-Off Date, the initial Rate of Distribution which would have been applicable to such Series of SORA Perpetual Securities for the first Distribution Period had the SORA Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Spread and any Maximum Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Period).

(F) If the relevant Series of SORA Perpetual Securities become due and payable in accordance with Condition 9, the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Perpetual Securities became due and payable (with corresponding adjustments being deemed to be made to the applicable Compounded Daily SORA formula) and the Rate of Distribution on such SORA Perpetual Securities shall, for so long as any such SORA Perpetual Security remains outstanding, be that determined on such date;

(2) in the case of Floating Rate Perpetual Securities which are specified in the applicable Pricing Supplement as being SORA Perpetual Securities and Index Determination is specified as "Applicable" in the applicable Pricing Supplement, the Rate of Distribution for each Distribution Period will, subject as provided below, be Compounded Index SORA (as defined below) plus or minus the Spread:

(A) For the purposes of this Condition 4(II)(b)(ii)(2):

"**Compounded Index SORA**" means, with respect to a Distribution Period, the rate of return of a daily compound interest investment (with the reference rate for the calculation of distribution being the daily Singapore Overnight Rate Average) and will be calculated by the Agent Bank (or such other party responsible for the calculation of the Rate of Distribution, as specified in the relevant Pricing Supplement) on the Distribution Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left(\frac{\text{SORA Index}_{end}}{\text{SORA Index}_{start}} - 1\right) \times \frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**Observation Period**" means, for the relevant Distribution Period, the period from, and including, the date falling "*p*" Singapore Business Days prior to the first day of such Distribution Period (and the first Distribution Period shall begin on and include the Distribution Commencement Date) and to, but excluding, the date falling "*p*" Singapore Business Days prior to the Distribution Payment Date at the end of such Distribution Period (or the date falling "*p*" Singapore Business Days prior to such earlier date, if any, on which the SORA Perpetual Securities become due and payable);

"***p***" means five Singapore Business Days (or such other number of Singapore Business Days specified in the relevant Pricing Supplement, which in no event shall be less than five Singapore Business Days);

"**Singapore Business Day**" or "**SBD**" means a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

"**SORA Index Value**" means, with respect to any Singapore Business Day:

(aa) the value of the index known as the "SORA Index" administered by the Monetary Authority of Singapore (or any successor administrator thereof) as published by the Monetary Authority of Singapore (or any successor administrator) on the Relevant Screen Page on such Singapore Business Day provided, however, that in the event that the value originally published is subsequently corrected and such corrected value is published by the Monetary Authority of Singapore, as the administrator of SORA (or any successor administrator of SORA) on the original date of publication, then such corrected value, instead of the value that was originally published, shall be deemed the SORA Index Value in relation to such Singapore Business Day; or

(bb) if the index in sub-paragraph (aa) is not published or displayed by the administrator of SORA or other information service on the relevant Distribution Determination Date as specified in the relevant Pricing Supplement, the Reference Rate for the applicable Distribution Period for which the index is not available shall be Compounded Daily SORA, and for these purposes, Backward Shifted Observation Period shall be deemed to be specified in the applicable Pricing Supplement and "*p*" shall be as set out in the relevant Pricing Supplement, as if Index Determination had been specified as being "Not Applicable" and these alternative elections had been made;

"**SORA Index**$_{end}$" means the SORA Index Value on the Singapore Business Day falling "*p*" Singapore Business Days before the Distribution Payment Date relating to the relevant Distribution Period; and

"**SORA Index**$_{start}$" means the SORA Index Value on the Singapore Business Day falling "*p*" Singapore Business Days before the first day of the relevant Distribution Period.

(B) In the event that the Rate of Distribution cannot be determined in accordance with the foregoing provisions by the Agent Bank (or such other party responsible for the calculation of the Rate of Distribution, as specified in the applicable Pricing Supplement), subject to Condition 4(V), the Rate of Distribution shall be:

(aa) that determined as at the last preceding Distribution Determination Date (though substituting, where a different Spread or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Spread or Maximum Rate of Distribution or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period in place of the Spread or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period); or

(bb) if there is no such preceding Distribution Determination Date, the initial Rate of Distribution which would have been applicable to such Series of SORA Perpetual Securities for the first Distribution Period had the SORA Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date (but applying the Spread and any Maximum Rate of Distribution or Minimum Rate of Distribution applicable to the first Distribution Period).

(C) If the relevant Series of SORA Perpetual Securities become due and payable in accordance with Condition 9, the final Distribution Determination Date shall, notwithstanding any Distribution Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such SORA Perpetual Securities became due and payable (with corresponding adjustments being deemed to be made to the Compounded Index SORA formula) and the Rate of Distribution on such SORA Perpetual Securities shall, for so long as any such SORA Perpetual Security remains outstanding, be that determined on such date;

(3) in the case of Floating Rate Perpetual Securities which are not SORA Perpetual Securities or which are denominated in a currency other than Singapore Dollars, the Agent Bank will determine the Rate of Distribution in respect of any Distribution Period at or about the Relevant Time on the Distribution Determination Date in respect of such Distribution Period as follows:

(A) if the Primary Source (as defined below) for the Floating Rate Perpetual Securities is a Screen Page (as defined below), subject as provided below, the Rate of Distribution in respect of such Distribution Period shall be:

(aa) the Relevant Rate (as defined below) (where such Relevant Rate on such Screen Page is a composite quotation or is customarily supplied by one entity); or

(bb) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Screen Page, in each case appearing on such Screen Page at the Relevant Time on the Distribution Determination Date,

and as adjusted by the Spread (if any);

(B) if the Primary Source for the Floating Rate Perpetual Securities is Reference Banks or if paragraph (b)(ii)(3)(A)(aa) applies and no Relevant Rate appears on the Screen Page at the Relevant Time on the Distribution Determination Date or if paragraph (b)(ii)(3)(A)(bb) applies and fewer than two Relevant Rates appear on the Screen Page at the Relevant Time on the Distribution Determination Date, subject as provided below, the Rate of Distribution shall be the rate per annum which the Agent Bank determines to be the arithmetic mean (rounded up, if necessary, to the nearest four decimal places) of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre (as defined below) at the Relevant Time on the Distribution Determination Date and notified by the Issuer (or an independent adviser appointed by it) to the Agent Bank, as adjusted by the Spread (if any);

(C) if paragraph (b)(ii)(3)(B) applies and fewer than two Reference Banks are so quoting Relevant Rates, the Rate of Distribution shall be the Rate of Distribution determined on the previous Distribution Determination Date; and

(D) if the Agent Bank is unable to determine the Rate of Distribution for a Distribution Period in accordance with paragraphs (b)(ii)(3)(A) to (b)(ii)(3)(C) above, the Rate of Distribution for such Distribution Period shall be the Rate of Distribution in effect for the last preceding Distribution Period to which paragraphs (b)(ii)(3)(A), (b)(ii)(3)(B) or (b)(ii)(3)(C) above shall have applied.

(iii) On the last day of each Distribution Period, the Issuer will pay distribution on each Floating Rate Perpetual Security to which such Distribution Period relates at the Rate of Distribution for such Distribution Period

(iv) For the avoidance of doubt, in the event that the Rate of Distribution as determined in accordance with any of the foregoing in relation to any Distribution Period is less than zero (subject to any applicable Minimum Rate of Distribution), the Rate of Distribution in relation to such Distribution Period shall be equal to zero

(c) Definitions

As used in these Conditions, unless the context requires:

"**Benchmark**" means the rate specified as such in the applicable Pricing Supplement;

"**business day**" means, in respect of each Perpetual Security, (i) a day (other than a Saturday, Sunday or gazetted public holiday) on which Euroclear, Clearstream, Luxembourg and CDP, as applicable, are operating, (ii) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in the country in which the Issuing and Paying Agent's specified office is situated and (iii) (if a payment is to be made on that day) (A) (in the case of Perpetual Securities denominated in Singapore Dollars) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore, (B) (in the case of Perpetual Securities denominated in Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which the TARGET System is open for settlement in Euros and (C) (in the case of Perpetual Securities denominated in a currency other than Singapore Dollars and Euros) a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for general business in Singapore and in the principal financial centre for that currency;

"**Calculation Amount**" means the amount specified as such on the face of any Perpetual Security, or if no such amount is so specified, the Denomination Amount of such Perpetual Security as shown on the face thereof;

"**Distribution Commencement Date**" means the Issue Date or such other date as may be specified as the Distribution Commencement Date on the face of such Perpetual Security;

"**Distribution Determination Date**" means, in respect of any Distribution Period, such date as is set out in the applicable Pricing Supplement or on the face of the relevant Perpetual Security;

"**Day Count Fraction**" means, in respect of the calculation of an amount of distribution in accordance with Condition 4:

(i) if "Actual/Actual" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Perpetual Securities) the Fixed Rate Distribution Period or (in the case of Floating Rate Perpetual Securities) the Distribution Period divided by 365 (or, if any portion of that Fixed Rate Distribution Period or, as the case may be, Distribution Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Fixed Rate Distribution Period or, as the case may be, Distribution Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Fixed Rate Distribution Period or, as the case may be, Distribution Period falling in a non-leap year divided by 365);

(ii) if "Actual/360" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Perpetual Securities) the Fixed Rate Distribution Period or (in the case of Floating Rate Perpetual Securities) the Distribution Period in respect of which payment is being made divided by 360;

(iii) if "Actual/365 (Fixed)" is specified in the applicable Pricing Supplement, the actual number of days in (in the case of Fixed Rate Perpetual Securities) the Fixed Rate Distribution Period or (in the case of Floating Rate Perpetual Securities) the Distribution Period in respect of which payment is being made divided by 365; and

(iv) if "30/360" is specified in the applicable Pricing Supplement, the number of days in (in the case of Fixed Rate Perpetual Securities) the Fixed Rate Distribution Period or (in the case of Floating Rate Perpetual Securities) the Distribution Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [30 \times (M2 - M1)] + (D2 - D1)}{360}$$

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Fixed Rate Distribution Period or, as the case may be, the Distribution Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Fixed Rate Distribution Period or, as the case may be, the Distribution Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Fixed Rate Distribution Period or, as the case may be, the Distribution Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Fixed Rate Distribution Period or, as the case may be, the Distribution Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Fixed Rate Distribution Period or, as the case may be, the Distribution Period, unless such number would be 31, in which case D1 will be 30; and

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Fixed Rate Distribution Period or, as the case may be, the Distribution Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

"**Euros**" means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time;

"**Fixed Rate Distribution Period**" means the period beginning on (and including) the Distribution Commencement Date and ending on (but excluding) the first Distribution Payment Date and each successive period beginning on (and including) a Distribution Payment Date and ending on (but excluding) the next succeeding Distribution Payment Date;

"**Issue Date**" means the date specified as such in the applicable Pricing Supplement;

"**Primary Source**" means (i) the Screen Page specified as such in the applicable Pricing Supplement and (in the case of any Screen Page provided by any information service other than the Reuters Monitor Money Rates Service ("**Reuters**")) agreed to by the Agent Bank or (ii) the Reference Banks, as the case may be;

"**Reference Banks**" means the institutions specified as such in the applicable Pricing Supplement or, if none, three major banks selected by the Agent Bank in the interbank market that is most closely connected with the Benchmark;

"**Relevant Currency**" means the currency in which the Perpetual Securities are denominated;

"**Relevant Financial Centre**" means, in the case of distribution to be determined on a Distribution Determination Date with respect to any Floating Rate Perpetual Security, the financial centre with which the relevant Benchmark is most closely connected or, if none is so connected, Singapore;

"**Relevant Rate**" means the Benchmark for a Calculation Amount of the Relevant Currency for a period (if applicable or appropriate to the Benchmark) equal to the relevant Distribution Period;

"**Relevant Time**" means, with respect to any Distribution Determination Date, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Relevant Currency in the interbank market in the Relevant Financial Centre;

"**Screen Page**" means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters) for the purpose of providing the Benchmark, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be

nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Benchmark and as specified in the relevant Pricing Supplement; and

"**TARGET System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET 2) System which was launched on 19 November 2007 or any successor thereto.

(III) CALCULATIONS

(a) Determination of Rate of Distribution and Calculation of Distribution Amounts

The Agent Bank will, as soon as practicable after the Relevant Time on each Distribution Determination Date, or such other time on such date as the Agent Bank may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the amount of distribution payable (the "**Distribution Amounts**") in respect of each Calculation Amount of the relevant Floating Rate Perpetual Securities for the relevant Distribution Period, calculate the Redemption Amount or make such determination or calculation, as the case may be. The amount of distribution payable per Calculation Amount in respect of any Floating Rate Perpetual Security shall be calculated by multiplying the product of the Rate of Distribution and the Calculation Amount, by the Day Count Fraction shown on the Perpetual Security and rounding the resultant figure to the nearest sub-unit of the Relevant Currency. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Agent Bank shall (in the absence of manifest error) be final and binding upon all parties and the Perpetual Securityholders.

(b) Notification

The Agent Bank will cause the Rate of Distribution and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date to be notified to the Issuing and Paying Agent, the Trustee, and the Issuer as soon as practicable after their determination but in no event later than the business day thereafter. In the case of Floating Rate Perpetual Securities, the Issuer will, or will request the Issuing and Paying Agent (having given reasonable notice in writing to the Issuing and Paying Agent and at the expense of the Issuer) to also cause the Rate of Distribution and the Distribution Amounts for each Distribution Period and the relevant Distribution Payment Date to be notified to Perpetual Securityholders in accordance with Condition 14 as soon as practicable after notification by the Agent Bank. The Distribution Amounts and the Distribution Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Distribution Period by reason of any Distribution Payment Date not being a business day. If an Enforcement Event occurs in relation to the Floating Rate Perpetual Securities, the Rate of Distribution and Distribution Amounts payable in respect of the Floating Rate Perpetual Securities shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Distribution and Distribution Amounts need to be made unless the Trustee requires otherwise.

(c) Failure to Determine or Calculate Rate of Distribution

If the Agent Bank does not at any material time determine or calculate the Rate of Distribution for a Distribution Period or any Distribution Amount, the Issuer shall notify the Trustee and the Issuing and Paying Agent of this failure and promptly appoint a replacement agent bank. In doing so, the replacement agent bank shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to

the extent that, in its sole opinion, it can do so, and, in all other respects, it shall do so in such manner as it shall in its sole opinion deem fair and reasonable in all the circumstances. If the Issuer fails to so appoint, the Perpetual Securities will, for the relevant Distribution Period, accrue distribution at the rate in effect for the last preceding Distribution Period and the Issuer will determine the relevant Distribution Amount, though substituting, where a different Spread or Maximum or Minimum Rate of Distribution is to be applied to the relevant Distribution Period from that which applied to the last preceding Distribution Period, the Spread or Maximum or Minimum Rate of Distribution (as specified in the applicable Pricing Supplement) relating to the relevant Distribution Period shall be substituted in place of the Spread or Maximum or Minimum Rate of Distribution relating to that last preceding Distribution Period.

(d) Agent Bank and Reference Banks

The Issuer will procure that, so long as any Floating Rate Perpetual Security that is not a SORA Perpetual Security remains outstanding, there shall at all times be three Reference Banks (or such other number as may be required) and, if provision is made for them hereon and so long as any Floating Rate Perpetual Security remains outstanding, there shall at all times be an Agent Bank. If any Reference Bank (acting through its relevant office) is unable or unwilling to continue to act as a Reference Bank or the Agent Bank is unable or unwilling to act as Agent Bank or if the Agent Bank fails duly to establish the Rate of Distribution for any Distribution Period or to calculate the Distribution Amounts or Redemption Amount, the Issuer will appoint another bank with an office in the Relevant Financial Centre to act as such in its place. The Agent Bank may not resign from its duties without a successor having been appointed as aforesaid.

(IV) DISTRIBUTION DISCRETION

(a) Optional Payment

If Optional Payment is set out hereon, the Issuer may, at its sole discretion, elect not to pay a distribution (or to pay only part of a distribution) which is scheduled to be paid on a Distribution Payment Date by giving notice (an "**Optional Payment Notice**") to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14) not more than 15 nor less than five (5) business days (or such other notice period as may be specified hereon) prior to a scheduled Distribution Payment Date.

If Dividend Pusher is set out hereon, the Issuer may not elect to defer any distribution if during the "Reference Period" (as specified in the applicable Pricing Supplement) ending on the day before that scheduled Distribution Payment Date, either or both of the following (each such event, a "**Compulsory Distribution Payment Event**") have occurred:

(i) a dividend, distribution or other payment has been declared or paid on or in respect of any of the Issuer's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations; or

(ii) any of the Issuer's Junior Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations has been redeemed, reduced, cancelled, bought back or acquired for any consideration,

and/or as otherwise specified in the applicable Pricing Supplement.

In these Conditions, "**Junior Obligation**" means any ordinary shares of the Issuer and any class of the Issuer's share capital and any other instruments or securities (including

without limitation any preference shares, preferred units or subordinated perpetual securities) issued, entered into or guaranteed by the Issuer that ranks or is expressed to rank, whether by its terms or by operation of law, junior to the Perpetual Securities.

Each Optional Payment Notice shall be accompanied, in the case of the notice to the Trustee and the Issuing and Paying Agent, by a certificate signed by a director or a duly authorised signatory of the Issuer confirming that no Compulsory Distribution Payment Event has occurred during the relevant Reference Period. Any such certificate shall be conclusive evidence that no Compulsory Distribution Payment Event has occurred during the relevant Reference Period and the Trustee and the Issuing and Paying Agent shall be entitled to rely without any obligation to verify the same and without liability to any Perpetual Securityholder or any other person on any Optional Payment Notice or any certificate as aforementioned. Each Optional Payment Notice shall be conclusive and binding on the Perpetual Securityholders.

(b) No obligation to pay

If Optional Payment is set out hereon and subject to Condition 4(IV)(c) and Condition 4(IV)(d), the Issuer shall have no obligation to pay any distribution on any Distribution Payment Date and any failure to pay a distribution in whole or in part shall not constitute a default of the Issuer in respect of the Perpetual Securities.

(c) Non-Cumulative Deferral and Cumulative Deferral

(i) If Non-Cumulative Deferral is set out hereon, any distribution deferred pursuant to this Condition 4(IV) is non-cumulative and will not accrue distribution. The Issuer is not under any obligation to pay that or any other distributions that have not been paid in whole or in part. The Issuer may, at its sole discretion, and at any time, elect to pay an amount up to the amount of distribution which is unpaid ("**Optional Distribution**") (in whole or in part) by complying with the notice requirements in Condition 4(IV)(e). There is no limit on the number of times or the extent of the amount with respect to which the Issuer can elect not to pay distributions pursuant to this Condition 4(IV).

Any partial payment of outstanding Optional Distribution by the Issuer shall be shared by the holders of all outstanding Perpetual Securities and the Coupons related to them on a *pro rata* basis.

(ii) If Cumulative Deferral is set out hereon, any distribution deferred pursuant to this Condition 4(IV) shall constitute "**Arrears of Distribution**". The Issuer may, at its sole discretion, elect to (in the circumstances set out in Condition 4(IV)(a)) further defer any Arrears of Distribution by complying with the foregoing notice requirement applicable to any deferral of an accrued distribution. The Issuer is not subject to any limit as to the number of times distributions and Arrears of Distribution can or shall be deferred pursuant to this Condition 4(IV) except that this Condition 4(IV)(c) shall be complied with until all outstanding Arrears of Distribution have been paid in full.

(iii) If Additional Distribution is set out hereon, each amount of Arrears of Distribution shall accrue distribution as if it constituted the principal of the Perpetual Securities at the Distribution Rate or Rate of Distribution (as the case may be) and the amount of such distribution (the "**Additional Distribution Amount**") with respect to Arrears of Distribution shall be due and payable pursuant to this Condition 4 and shall be calculated by applying the applicable Distribution Rate or Rate of Distribution (as the case may be) to the amount of the Arrears of Distribution and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition 4. The Additional Distribution Amount accrued up to any Distribution Payment Date shall be added, for

the purpose of calculating the Additional Distribution Amount accruing thereafter, to the amount of Arrears of Distribution remaining unpaid on such Distribution Payment Date so that it will itself become Arrears of Distribution.

(d) Distribution Stopper

If Dividend Stopper is set out hereon and on any Distribution Payment Date, payments of all distributions scheduled to be made on such date are not made in full by reason of this Condition 4(IV), the Issuer shall not and shall procure that none of its subsidiaries shall:

(i) declare or pay any dividends, distributions or make any other payment on, and will procure that no dividend, distribution or other payment is made on, any of the Issuer's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations; or

(ii) redeem, reduce, cancel, buy-back or acquire for any consideration, and will procure that no redemption, reduction, cancellation, buy-back or acquisition for any consideration is made in respect of any of the Issuer's Junior Obligations or, in relation to Subordinated Perpetual Securities only, (except on a *pro rata* basis) any of the Issuer's Parity Obligations,

in each case, unless and until (A) (if Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) the Issuer has satisfied in full all outstanding Arrears of Distribution, (B) (if Non-Cumulative Deferral is specified as being applicable in the applicable Pricing Supplement) a redemption of all the outstanding Perpetual Securities has occurred, the next scheduled distribution has been paid in full or an Optional Distribution equal to the amount of a distribution payable with respect to the most recent Distribution Payment Date that was unpaid in full or in part, has been paid in full or (C) the Issuer is permitted to do so by an Extraordinary Resolution (as defined in the Trust Deed) of the Perpetual Securityholders and/or as otherwise specified in the applicable Pricing Supplement. For the avoidance of doubt, nothing in this Condition 4(IV)(d) shall restrict the ability of the Issuer' subsidiaries to declare or pay any dividends, distributions or make any other payment to the Issuer.

(e) Satisfaction of Optional Distribution or Arrears of Distribution

The Issuer:

(i) may, at its sole discretion, satisfy an Optional Distribution or Arrears of Distribution, as the case may be (in whole or in part) at any time by giving notice of such election to the Trustee, the Issuing and Paying Agent and the Perpetual Securityholders (in accordance with Condition 14) not more than 20 nor less than 10 business days (or such other notice period as may be specified hereon) prior to the relevant payment date specified in such notice (which notice is irrevocable and shall oblige the Issuer to pay the relevant Optional Distribution or Arrears of Distribution on the payment date specified in such notice); and

(ii) in any event shall satisfy any outstanding Arrears of Distribution (in whole but not in part) on the earliest of:

(1) the date of redemption of the Perpetual Securities in accordance with the redemption events set out in Condition 5 (as applicable);

(2) the next Distribution Payment Date following the occurrence of a breach of Condition 4(IV)(d) or following the occurrence of a Compulsory Distribution Payment Event; and

(3) the date such amount becomes due under Condition 9 or on a winding-up of the Issuer.

Any partial payment of an Optional Distribution or Arrears of Distribution, as the case may be, by the Issuer shall be shared by the Perpetual Securityholders of all outstanding Perpetual Securities on a *pro rata* basis.

(f) No default

Notwithstanding any other provision in these Conditions, the non-payment of any distribution payment in accordance with this Condition 4(IV) shall not constitute a default for any purpose (including, without limitation, pursuant to Condition 9) on the part of the Issuer under the Perpetual Securities.

(V) BENCHMARK DISCONTINUATION AND REPLACEMENT

(a) Independent Adviser

Notwithstanding the provisions above in this Condition 4, if a Benchmark Event occurs in relation to an Original Reference Rate prior to the relevant (in the case of Fixed Rate Perpetual Securities) Reset Determination Date or (in the case of Floating Rate Perpetual Securities) Distribution Determination Date when any Distribution Rate or (as the case may be) Rate of Distribution (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use commercially reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Successor Rate, failing which the Alternative Rate (in accordance with Condition 4(V)(b)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 4(V)(c)), and any Benchmark Amendments (in accordance with Condition 4(V)(d)) by the relevant Reset Determination Date or (as the case may be) the relevant Distribution Determination Date.

An Independent Adviser appointed pursuant to this Condition 4(V) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Trustee, the Issuing and Paying Agent, the Perpetual Securityholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(V).

If the Issuer is unable to appoint an Independent Adviser after using commercially reasonable endeavours, or the Independent Adviser appointed by it fails to determine the Successor Rate or the Alternative Rate by 15 business days prior to the relevant Reset Determination Date or (as the case may be) Distribution Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may, 15 business days prior to the relevant Reset Determination Date or (as the case may be) Distribution Determination Date, determine the Successor Rate, failing which the Alternative Rate (as the case may be) (in accordance with Condition 4(V)(b)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 4(V)(c)), and any Benchmark Amendments (in accordance with Condition 4(V)(d)).

If the Issuer is unable to or does not determine the Successor Rate or the Alternative Rate (as the case may be) by 15 business days prior to the relevant Reset Determination Date in respect of a Reset Date (the "**Original Reset Date**") or (as the case may be) Distribution Determination Date, the Distribution Rate or (as the case may be) Rate of Distribution applicable to the next succeeding Distribution Period (the "**Relevant Distribution Period**") shall be equal to the Distribution Rate or (as the case may be) Rate

of Distribution last determined in relation to the Perpetual Securities in respect of the immediately preceding Distribution Period. If there has not been a first Distribution Payment Date, the Distribution Rate or (as the case may be) Rate of Distribution shall be the initial Distribution Rate (or as the case may be) Rate of Distribution which would have been applicable to the Series of Perpetual Securities for the first Distribution Period had the Perpetual Securities been in issue for a period equal in duration to the scheduled first Distribution Period but ending on (and excluding) the Distribution Commencement Date. Where a different Step-Up Margin, Spread or Maximum Rate of Distribution or Minimum Rate of Distribution is to be applied to the Relevant Distribution Period from that which applied to the last preceding Distribution Period, the Step-Up Margin, Spread or Maximum Rate of Distribution or Minimum Rate of Distribution relating to the Relevant Distribution Period shall be substituted in place of the Step-Up Margin, Spread or Maximum Rate of Distribution or Minimum Rate of Distribution relating to that last preceding Distribution Period. In the case where no Step-Up Margin is applied in the last preceding Distribution Period and a Step-Up Margin is to be applied to the Relevant Distribution Period, such Step-Up Margin shall be applied to the Relevant Distribution Period. For the avoidance of doubt, (A) (other than in the case of Fixed Rate Perpetual Securities) this paragraph shall apply to the relevant next succeeding Distribution Period only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4(V)(a) and (B) (in the case of Fixed Rate Perpetual Securities) (1) this paragraph shall apply to the relevant next succeeding Distribution Period falling immediately after the Original Reset Date only and any subsequent Distribution Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4(V)(a), and such relevant Reset Date shall be adjusted so that it falls on the Distribution Payment Date immediately after the Original Reset Date (the "**Adjusted Reset Date**"), (2) this paragraph shall apply, mutatis mutandis, to each Adjusted Reset Date until the Successor Rate or the Alternative Rate (as the case may be) is determined in accordance with Condition 4(V)(b) and (3) notwithstanding any other provisions of this Condition 4(V)(a) and the Adjusted Reset Date, the Reset Dates falling after any Adjusted Reset Date shall continue to fall on the dates falling every Reset Period after the First Reset Date (subject to adjustment pursuant to this Condition 4(V)(a)) and the Reset Period shall remain unchanged.

(b) Successor Rate or Alternative Rate

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines that:

(i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4(V)(c)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate or (as the case may be) Rate of Distribution (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the subsequent operation of this Condition 4(V) in the event of a further Benchmark Event affecting the Successor Rate); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4(V)(c)) subsequently be used in place of the Original Reference Rate to determine the Distribution Rate or (as the case may be) Rate of Distribution (or the relevant component part thereof) for all future payments of distribution on the Perpetual Securities (subject to the subsequent operation of this Condition 4(V) in the event of a further Benchmark Event affecting the Alternative Rate).

(c) Adjustment Spread

If the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(d) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4(V) and the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines (i) that amendments to these Conditions and/or the Trust Deed and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(V)(e), without any requirement for the consent or approval of Perpetual Securityholders, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee and (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4(V)(e), the Trustee, (if applicable) the Issuing and Paying Agent and (if applicable) the Agent Bank shall (at the expense and direction of the Issuer), without any requirement for the consent or approval of the Perpetual Securityholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including*, inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed, the Agency Agreement and these Conditions), provided that the Trustee, (if applicable) the Issuing and Paying Agent and (if applicable) the Agent Bank shall not be obliged so to concur if in its opinion doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Trustee, the Issuing and Paying Agent or the Agent Bank (as the case may be) in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) or the Agency Agreement in any way.

For the avoidance of doubt, the Trustee, (if applicable) the Issuing and Paying Agent, and (if applicable) the Agent Bank shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 4(V)(d). Perpetual Securityholders' consent shall not be required in connection with effecting the Successor Rate or the Alternative Rate (as the case may be) or such other changes, including for the execution of any documents or other steps by the Trustee, the Agent Bank, the Issuing and Paying Agents, the Registrars or the Transfer Agents or the other agents (if required).

In connection with any such variation in accordance with this Condition 4(V)(d), the Issuer shall comply with the rules of any stock exchange on which the Perpetual Securities are for the time being listed or admitted to trading.

(e) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(V) will be notified no later than eleven business days prior to the applicable Distribution Determination Date in

writing by the Issuer to the Trustee, the Issuing and Paying Agent, the Agent Bank and, in accordance with Condition 14, the Perpetual Securityholders. Such notice shall be irrevocable and shall specify the effective date for such Successor Rate, such Alternative Rate (as the case may be), any related Adjustment Spread and the Benchmark Amendments, if any.

No later than notifying the Trustee of the same the Issuer shall deliver to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank a certificate addressed to the Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank signed by two authorised signatories of the Issuer:

(i) confirming (1) that a Benchmark Event has occurred, (2) the Successor Rate or the Alternative Rate (as the case may be), (3) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(V); and

(ii) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Trustee, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. Further, none of the Trustee, the Issuing and Paying Agent or the Agent Bank shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to rely conclusively on such certifications provided to each of them in this regard.

The Successor Rate, the Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate, the Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Trustee's, (if the Benchmark Amendments affect the Issuing and Paying Agent) the Issuing and Paying Agent's and (if the Benchmark Amendments affect the Agent Bank) the Agent Bank's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agent Bank, the Issuing and Paying Agent and the Perpetual Securityholders.

(f) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(V)(a), 4(V)(b), 4(V)(c) and 4(V)(d), the Original Reference Rate and the fallback provisions provided for in Condition 4(II)(b) will continue to apply unless and until the Trustee, the Issuing and Paying Agent and the Agent Bank have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(V)(e).

(g) Definitions

As used in this Condition 4(V):

"**Adjustment Spread**" means a spread (which may be positive or negative or zero) or a formula or methodology for calculating a spread, in each case, which the Independent

Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Rate for which no such recommendation has been made, or in the case of an Alternative Rate, the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry accepted replacement rate for the Original Reference Rate, to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Perpetual Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be); or

(iii) (if the Independent Adviser (in consultation with the Issuer) or the Issuer determines that no such spread, formula or methodology is customarily applied) the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be), to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Perpetual Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be); or

(iv) (if no such industry standard is recognised or acknowledged), the Independent Adviser (in consultation with the Issuer) or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Perpetual Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be);

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines in accordance with Condition 4(V)(b)) has replaced the Original Reference Rate in customary market usage in the international or if applicable, domestic debt capital markets for the purposes of determining rates of distribution (or the relevant component part thereof) for the same distribution period and in the same currency as the Perpetual Securities;

"**Benchmark Amendments**" has the meaning given to it in Condition 4(V)(d));

"**Benchmark Event**" means the earlier to occur of:

(i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or

(ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences within the following six months; or

(v) it has become unlawful for the Issuing and Paying Agent, the Agent Bank, the Issuer or any other party to calculate any payments due to be made to any Perpetual Securityholder using the Original Reference Rate; or

(vi) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date within the following six months, be deemed to be no longer representative of its relevant underlying market,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of subparagraph (iv) above, on the date of the prohibition or restriction of use of the Original Reference Rate and (c) in the case of sub-paragraph (vi) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Trustee, the Agent Bank and the Issuing and Paying Agent. For the avoidance of doubt, neither the Trustee, the Agent Bank nor the Issuing and Paying Agent shall have any responsibility for making such determination.

"**Independent Adviser**" means an independent financial institution of good repute or an independent financial adviser with experience in the local or international debt capital markets appointed by and at the cost of the Issuer under Condition 4(V)(a);

"**Original Reference Rate**" means initially, the originally-specified benchmark or screen rate (as applicable) used to determine the Distribution Rate or (as the case may be) Rate of Distribution (or any component part thereof) on the Perpetual Securities, as specified in the relevant Pricing Supplement, provided that if a Benchmark Event has occurred with respect to the then-original benchmark or screen rate (as the case may be), then "**Original Reference Rate**" means the applicable Successor Rate or the Alternative Rate (as the case may be).

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is

responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (2) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (3) a group of the aforementioned central banks or other supervisory authorities or (4) the Financial Stability Board or any part thereof; and

"**Successor Rate**" means the rate that the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(V)(a)) (as the case may be) determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

5. REDEMPTION AND PURCHASE

(a) No Fixed Redemption Date

The Perpetual Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Condition 3 and without prejudice to Condition 9) only have the right to redeem or purchase them in accordance with the following provisions of this Condition 5.

(b) Redemption at the Option of the Issuer

If so provided hereon, the Issuer may, on giving irrevocable notice to the Perpetual Securityholders falling within the Issuer's Redemption Option Period shown on the face hereof, redeem all or, if so provided, some of the Perpetual Securities at their Redemption Amount or integral multiples thereof and on the date or dates so provided. Any such redemption of Perpetual Securities shall be at their Redemption Amount, together with distribution accrued (including any Arrears of Distribution and any Additional Distribution Amount) to the date fixed for redemption.

All Perpetual Securities in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 5(b).

In the case of a partial redemption of the Perpetual Securities, the notice to Perpetual Securityholders shall also contain the certificate numbers of the Bearer Perpetual Securities or, in the case of Registered Perpetual Securities, shall specify the principal amount of Registered Perpetual Securities drawn and the holder(s) of such Registered Perpetual Securities, to be redeemed, which shall have been drawn by or on behalf of the Issuer in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws. So long as the Perpetual Securities are listed on any Stock Exchange, the Issuer shall comply with the rules of such Stock Exchange in relation to the publication of any redemption of such Perpetual Securities.

(c) Redemption for Taxation Reasons

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount

(together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7, or increase the payment of such additional amounts, as a result of:

(i) any change in, or amendment to, the laws (or any regulations, rulings or other administrative pronouncements promulgated thereunder) of Singapore or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws, regulations, rulings or other administrative pronouncements, which change or amendment is made public on or after the Issue Date or any other date specified in the Pricing Supplement and such obligations cannot be avoided by the Issuer taking reasonable measures available to it; or

(ii) the Issuer receiving a ruling by the Comptroller of Income Tax (or other relevant authority) which confirms that:

(A) the Perpetual Securities will not be regarded as "debt securities" for the purposes of Section 43H(4) and Section 13 of the Income Tax Act 1947 of Singapore (the "**ITA**") and Regulation 2 of the Income Tax (Qualifying Debt Securities) Regulations; or

(B) the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as interest payable by the Issuer for the purposes of the withholding tax exemption and/or concessionary tax rate on interest for "qualifying debt securities" under the ITA,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Perpetual Securities then due.

Prior to the publication of any notice of redemption pursuant to this Condition 5(c), the Issuer shall deliver to the Issuing and Paying Agent a certificate signed by a director or a duly authorised signatory of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal or tax advisors of recognised standing to the effect that the Issuer has or is likely to become obliged to pay such additional amounts as a result of such change, amendment or ruling by the Comptroller of Income Tax (or other relevant authority).

(d) Redemption for Accounting Reasons

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, on such Distribution Payment Date or any time prior to or after that Distribution Payment Date, as a result of any changes or amendments to Singapore Financial Reporting Standards issued by the Singapore Accounting Standards Council, as amended from time to time (the "**SFRS**") or any other accounting standards that may replace SFRS for the purposes of the consolidated financial statements of the Issuer (the "**Relevant Accounting Standard**"), the Perpetual Securities will not or will no longer be recorded as "equity" of the Issuer pursuant to the Relevant Accounting Standard.

Prior to the publication of any notice of redemption pursuant to this Condition 5(d), the Issuer shall deliver to the Trustee and the Issuing and Paying Agent:

(i) a certificate, signed by a director or a duly authorised signatory of the Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(ii) an opinion of the Issuer's independent auditors stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the Relevant Accounting Standard has taken effect or is due to take effect.

Upon the expiry of any such notice as is referred to in this Condition 5(d), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(d).

(e) Redemption for Tax Deductibility

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption), if:

(i) the Issuer satisfies the Trustee immediately before giving such notice that, as a result of:

(A) any amendment to, or change in, the laws (or any rules or regulations thereunder) of Singapore or any political subdivision or any taxing authority thereof or therein which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date;

(B) any amendment to, or change in, an official and binding interpretation of any such laws, rules or regulations by any legislative body, court, governmental agency or regulatory authority (including the enactment of any legislation and the publication of any judicial decision or regulatory determination) which is enacted, promulgated, issued or becomes effective otherwise on or after the Issue Date; or

(C) any generally applicable official interpretation or pronouncement which is issued or announced on or after the Issue Date that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position which is issued or announced before the Issue Date,

the distributions (including any Arrears of Distribution and any Additional Distribution Amount) by the Issuer are no longer, or would in the Distribution Period immediately following that Distribution Payment Date no longer be, regarded as sums "payable by way of interest upon any moneys borrowed" for the purposes of Section 14(1)(a) of the ITA; or

(ii) as a result of the Issuer receiving a ruling from the Comptroller of Income Tax in Singapore (or other relevant authority) which confirms that the distributions (including any Arrears of Distribution and any Additional Distribution Amount) will not be regarded as sums "payable by way of interest upon any money borrowed" for the purpose of Section 14(1)(a) of the ITA.

Prior to the publication of any notice of redemption pursuant to this Condition 5(e), the Issuer shall deliver or procure that there is delivered to the Trustee and the Issuing and Paying Agent:

(1) a certificate signed by a director or a duly authorised signatory of the Issuer stating that the circumstances referred to above prevail and setting out the details of such circumstances; and

(2) an opinion of the Issuer's independent tax or legal adviser of recognised standing stating that the circumstances referred to above prevail and the date on which the relevant change or amendment to the tax regime has taken effect or is due to take effect.

Upon the expiry of any such notice as is referred to in this Condition 5(e), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(e).

(f) Redemption in the case of Minimal Outstanding Amount

If so provided hereon, the Perpetual Securities may be redeemed at the option of the Issuer in whole, but not in part, on any Distribution Payment Date or, if so specified hereon, at any time on giving not less than 30 nor more than 60 days' notice to the Perpetual Securityholders (which notice shall be irrevocable), at their Redemption Amount (together with distribution (including any Arrears of Distribution and any Additional Distribution Amount) accrued to (but excluding) the date fixed for redemption) if, immediately before giving such notice, the aggregate principal amount of the Perpetual Securities outstanding is less than 10 per cent. of the aggregate principal amount originally issued.

Upon the expiry of any such notice as is referred to in this Condition 5(f), the Issuer shall be bound to redeem the Perpetual Securities in accordance with this Condition 5(f).

(g) Purchases

The Issuer or any of its subsidiaries may at any time purchase Perpetual Securities at any price (provided that they are purchased together with all unmatured Coupons and unexchanged Talons relating to them) in the open market or otherwise, provided that in any such case such purchase or purchases is in compliance with all relevant laws, regulations and directives.

Perpetual Securities purchased by the Issuer or any of its subsidiaries may be surrendered by the purchaser through the Issuer to, in the case of Bearer Perpetual Securities, the Issuing and Paying Agent and, in the case of Registered Perpetual Securities, the Registrar for cancellation or may at the option of the Issuer or relevant subsidiary be held or resold.

For the purposes of these Conditions, "**directive**" includes any present or future directive, regulation, request, requirement, rule or credit restraint programme of any relevant agency, authority, central bank department, government, legislative, minister, ministry, official public or statutory corporation, self-regulating organisation, or stock exchange.

(h) Cancellation

All Perpetual Securities purchased by or on behalf of the Issuer or any of its subsidiaries may be surrendered for cancellation, in the case of Bearer Perpetual Securities, by surrendering each such Perpetual Security together with all unmatured Coupons and all

unexchanged Talons to the Issuing and Paying Agent at its specified office and, in the case of Registered Perpetual Securities, by surrendering the Certificate representing such Perpetual Securities to the Registrar and, in each case, if so surrendered, shall, together with all Perpetual Securities redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Perpetual Securities or Certificates so surrendered for cancellation may not be reissued or resold.

6. PAYMENTS

(a) Principal and Distribution in respect of Bearer Perpetual Securities

Payments of principal and distribution in respect of Bearer Perpetual Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Perpetual Securities or Coupons, as the case may be, at the specified office of the Issuing and Paying Agent by a cheque drawn in the currency in which that payment is due on, or, at the option of the holders, by transfer to an account maintained by the payee in that currency with, a bank in the principal financial centre for that currency or, in the case of euro, in a city in which banks have access to the TARGET System.

(b) Principal and Distribution in respect of Registered Perpetual Securities

(i) Payments of principal in respect of Registered Perpetual Securities will, subject as mentioned below, be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in Condition 6(b)(ii).

(ii) Distribution on Registered Perpetual Securities shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of distribution on each Registered Perpetual Security shall be made by a cheque drawn in the currency in which payment is due on and mailed to the holder (or to the first named of joint holders) of such Perpetual Security at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any other Transfer Agent before the Record Date, such payment of distribution may be made by transfer to an account maintained by the payee in that currency with, a bank in the principal financial centre for that currency.

(iii) In respect of Registered Perpetual Securities cleared through Euroclear and/or Clearstream, Luxembourg, all payments in respect of Registered Perpetual Securities represented by Global Securities or, as the case may be, Global Certificates will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System Business Day immediately prior to the date for payment (where "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January).

(c) Payments subject to law etc.

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 7. No commission or expenses shall be charged to the Perpetual Securityholders or Couponholders in respect of such payments.

(d) Appointment of Agents

The Issuing and Paying Agent, the Registrar and the Transfer Agent initially appointed by the Issuer and their respective specified offices are listed below. The Issuer reserves the right at any time to vary or terminate the appointment of any of the Agents in accordance with the terms of the Agency Agreement and to appoint additional or other Agents, provided that it will at all times maintain (i) an Issuing and Paying Agent having a specified office in Singapore, (ii) a Registrar in relation to Registered Perpetual Securities, having a specified office in Singapore, (iii) a Transfer Agent in relation to Registered Perpetual Securities, having a specified office in Singapore, and (iv) an Agent Bank where the Conditions so require.

Notice of any such change or any change of any specified office will promptly be given to the Perpetual Securityholders in accordance with Condition 14.

(e) Unmatured Coupons and unexchanged Talons

(i) Bearer Perpetual Securities which comprise Fixed Rate Perpetual Securities should be surrendered for payment together with all unmatured Coupons (if any) relating to such Perpetual Securities, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon which the sum of principal so paid bears to the total principal due) will be deducted from the Redemption Amount due for payment. Any amount so deducted will be paid in the manner mentioned above against surrender of such missing Coupon within five (5) years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).

(ii) Subject to the provisions of the relevant Pricing Supplement, upon the due date for redemption of any Bearer Perpetual Security comprising a Floating Rate Perpetual Security, unmatured Coupons relating to such Perpetual Security (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Perpetual Security, any unexchanged Talon relating to such Perpetual Security (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where any Bearer Perpetual Security comprising a Floating Rate Perpetual Security is presented for redemption without all unmatured Coupons and unexchanged Talon (if any) relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption or repayment of any Perpetual Security is not a due date for payment of distribution, distribution accrued from the preceding due date for payment of distribution or the Distribution Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Perpetual Security or Certificate.

(f) Talons

On or after the Distribution Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Perpetual Security, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent on any business day in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).

(g) Non-business days

Subject as provided in the relevant Pricing Supplement and/or in these Conditions, if any date for the payment in respect of any Perpetual Security or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day and shall not be entitled to any further distribution or other payment in respect of any such delay.

7. TAXATION

(a) Payment after Withholding

All payments in respect of the Perpetual Securities and Coupons by or on behalf of the Issuer shall be made free and clear of, and without deduction or withholding for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed or levied by or on behalf of Singapore or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as will result in the receipt by the Perpetual Securityholders and the Couponholders of such amounts as would have been received by them had no such deduction or withholding been required, except that no such additional amounts shall be payable in respect of any Perpetual Security or Coupon presented (or in respect of which the Certificate representing it is presented) for payment:

(i) by or on behalf of a holder who is subject to such Taxes by reason of his being connected with Singapore (including, without limitation, the holder being (A) a resident in Singapore for tax purposes or (B) a non-resident of Singapore who has been granted an exemption by the Inland Revenue Authority of Singapore in respect of the requirement to withhold tax on payments made to it) otherwise than by reason only of the holding of such Perpetual Security or Coupon or the receipt of any sums due in respect of such Perpetual Security or Coupon;

(ii) more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days; or

(iii) by or on behalf of a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring compliance with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Perpetual Security or Coupon is presented for payment.

(b) Interpretation

As used in these Conditions, "**Relevant Date**" in respect of any Perpetual Security or Coupon means the date on which payment in respect thereof first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date falling seven days after that on which notice is duly given to the Perpetual Securityholders in accordance with Condition 14 that, upon further presentation of the Perpetual Security (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon presentation, and references to "**principal**" shall be deemed to include any premium payable in respect of the Perpetual Securities, all Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 5, "**distribution**" shall be deemed to include all Distribution Amounts and all other amounts payable pursuant to Condition 4 and any reference to

"**principal**" and/or "**premium**" and/or "**Redemption Amounts**" and/or "**distribution**" shall be deemed to include any additional amounts which may be payable under these Conditions.

8. PRESCRIPTION

Claims against the Issuer for payment in respect of the Perpetual Securities and Coupons (which for this purpose, shall not include Talons) shall be prescribed and become void unless made within five (5) years from the appropriate Relevant Date for payment.

9. NON-PAYMENT

(a) Non-payment when due

Notwithstanding any of the provisions below in this Condition 9, the right to institute proceedings for winding-up is limited to circumstances where payment of principal, distribution and any other amounts in respect of the Perpetual Securities has become due. In the case of any distribution, such distribution will not be due if the Issuer has elected not to pay that distribution in accordance with Condition 4(IV). In addition, nothing in this Condition 9, including any restriction on commencing proceedings, shall in any way restrict or limit the rights of the Trustee or any of its directors, officers, employees or agents to claim from or to otherwise take any action against the Issuer in respect of any costs, charges, fees, expenses or liabilities incurred by such party pursuant to or in connection with the Perpetual Securities or the Trust Deed.

(b) Proceedings for Winding-Up

If (i) an order is made, an effective resolution is passed or, as the case may be, an application is made by the Issuer or any of its Principal Subsidiaries, for the winding-up of the Issuer or (ii) the Issuer fails to make payment in respect of the Perpetual Securities when due and such failure continues for a period of more than seven business days (together, the "**Enforcement Events**"), the Issuer shall be deemed to be in default under the Trust Deed and the Perpetual Securities and the Trustee may, subject to the provisions of Condition 9(d), institute proceedings for the winding-up of the Issuer and/or prove in the winding-up of the Issuer and/or claim in the liquidation of the Issuer for such payment.

(c) Enforcement

Without prejudice to Condition 9(b) but subject to the provisions of Condition 9(d), the Trustee may without further notice to the Issuer institute such proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Perpetual Securities or the Trust Deed, as the case may be, (other than any payment obligation of the Issuer under or arising from the Perpetual Securities, including, without limitation, payment of any principal or premium or satisfaction of any distributions (including any damages awarded for breach of any obligations)) and in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

(d) Entitlement of Trustee

The Trustee shall not and shall not be obliged to take any of the actions referred to in Condition 9(b) or Condition 9(c) against the Issuer to enforce the terms of the Trust Deed or the Perpetual Securities unless (i) it shall have been so directed by an Extraordinary

Resolution of the Perpetual Securityholders or so requested in writing by Perpetual Securityholders holding not less than 25 per cent. in principal amount of the Perpetual Securities outstanding and (ii) it shall have been indemnified and/or secured by the Perpetual Securityholders to its satisfaction.

(e) Right of Perpetual Securityholders or Couponholder

No Perpetual Securityholder or Couponholder shall be entitled to proceed directly against the Issuer or to institute proceedings for the winding-up or claim in the liquidation of the Issuer or to prove in such winding-up unless the Trustee, having become so bound to proceed or being able to prove in such winding-up or claim in such liquidation, fails or neglects to do so within a reasonable period and such failure or neglect is continuing, in which case the Perpetual Securityholder or Couponholder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise as set out in this Condition 9.

(f) Extent of Perpetual Securityholders' remedy

No remedy against the Issuer, other than as referred to in this Condition 9, shall be available to the Trustee or the Perpetual Securityholders or Couponholders, whether for the recovery of amounts owing in respect of the Trust Deed or the Perpetual Securities or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Trust Deed or the Perpetual Securities (as applicable).

10. MEETING OF PERPETUAL SECURITYHOLDERS AND MODIFICATIONS

(a) The Trust Deed contains provisions for convening meetings of Perpetual Securityholders of a Series to consider any matter affecting their interests, including modification by Extraordinary Resolution of the Perpetual Securities of such Series (including these Conditions insofar as the same may apply to such Perpetual Securities) or any of the provisions of the Trust Deed.

(b) The Trustee or the Issuer at any time may, and the Trustee upon the request in writing by Perpetual Securityholders holding not less than 10 per cent. in principal amount of the Perpetual Securities of any Series for the time being outstanding shall, convene a meeting of the Perpetual Securityholders of that Series. An Extraordinary Resolution duly passed at any such meeting shall be binding on all the Perpetual Securityholders of the relevant Series, whether present or not and on all relevant Couponholders, except that any Extraordinary Resolution proposed, *inter alia*, (i) to amend the dates of redemption of the Perpetual Securities or any date for payment of distribution or Distribution Amounts on the Perpetual Securities, (ii) to reduce or cancel the principal amount of, or any premium payable on redemption of, the Perpetual Securities, (iii) to reduce the rate or rates of distribution in respect of the Perpetual Securities or to vary the method or basis of calculating the rate or rates of distribution or the basis for calculating any Distribution Amount in respect of the Perpetual Securities, (iv) to vary the currency or currencies of payment or denomination of the Perpetual Securities, (v) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply, (vi) to modify the provisions concerning the quorum required at any meeting of Perpetual Securityholders or the majority required to pass the Extraordinary Resolution or (vii) to vary any method of, or basis for, calculating the Redemption Amount, will only be binding if passed at a meeting of the Perpetual Securityholders of the relevant Series (or at any adjournment thereof) at which a special quorum (provided for in the Trust Deed) is present.

(c) The Trustee may agree, without the consent of the Perpetual Securityholders or Couponholders, to (i) any modification (subject to certain exceptions mentioned in the

Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Trust Deed, which in any such case is not, in the opinion of the Trustee, materially prejudicial to the interests of the Perpetual Securityholders or may agree, without any such consent as aforesaid, to any modification, waiver or authorisation which is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or is required by Euroclear and/or Clearstream, Luxembourg and/or CDP and/or any other clearing system in which the Perpetual Securities may be held. Any such modification, waiver or authorisation shall be binding on the Perpetual Securityholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Perpetual Securityholders as soon as practicable.

(d) In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation determination or substitution), the Trustee shall have regard to the general interests of the Perpetual Securityholders as a class but shall not have regard to any interests arising from circumstances particular to individual Perpetual Securityholders or Couponholders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Perpetual Securityholders or Couponholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Perpetual Securityholder or Couponholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Perpetual Securityholders or Couponholders.

(e) These Conditions may be amended, modified, or varied in relation to any Series of Perpetual Securities by the terms of the relevant Pricing Supplement in relation to such Series.

(f) For the purpose of ascertaining the right to attend and vote at any meeting of the Perpetual Securityholders convened for the purpose of and in relation to Conditions 9 and 10 and Clause 9 of and Schedule 11 to the Trust Deed, those Perpetual Securities (if any) which are beneficially held by, or are held on behalf of the Issuer, and any of its subsidiaries and not cancelled shall (unless and until ceasing to be so held) be disregarded when determining whether the requisite quorum of such meeting has been met and any votes cast or purported to be cast at such meeting in respect of such Perpetual Securities shall be disregarded and be null and void.

11. REPLACEMENT OF PERPETUAL SECURITIES, CERTIFICATES, COUPONS AND TALONS

Should any Perpetual Security, Certificate, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, at the specified office of the Issuing and Paying Agent (in the case of Bearer Perpetual Securities, Coupons or Talons) and of the Registrar (in the case of Certificates) (or at the specified office of such other Issuing and Paying Agent or, as the case may be, Transfer Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Perpetual Securityholders in accordance with Condition 14) upon payment by the claimant of the costs, expenses and duties incurred in connection with the replacement and on such terms as to evidence, undertaking, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Perpetual Security, Certificate, Coupon or Talon is subsequently presented for payment, there will be paid to the Issuer on demand the amount payable by the Issuer in respect of such Perpetual Security, Certificate, Coupon or Talon) or otherwise as the Issuer may require. Mutilated or defaced Perpetual Securities, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12. FURTHER ISSUES

The Issuer may from time to time without the consent of the Perpetual Securityholders or Couponholders create and issue further perpetual securities having the same terms and conditions as the Perpetual Securities of any Series and so that the same shall be consolidated and form a single Series with such Perpetual Securities, and references in these Conditions to "**Perpetual Securities**" shall be construed accordingly.

13. PROVISIONS RELATING TO THE TRUSTEE

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking action unless indemnified to its satisfaction.

The Trust Deed also contains provisions pursuant to which the Trustee is entitled, *inter alia*, (a) to enter into business transactions with the Issuer and to act as trustee of the holders of any other securities issued by, or relating to, the Issuer, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Perpetual Securityholders or Couponholders, and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

The Trust Deed also provides that the Trustee will not be liable for, *inter alia*, any action taken or omitted by it except to the extent that a court of competent jurisdiction determines that the Trustee's gross negligence, wilful default or fraud was the primary cause of any loss to the Perpetual Securityholders, and that each Perpetual Securityholder shall be solely responsible for making and continuing to make its own independent appraisal and investigation into the financial condition, creditworthiness, condition, affairs, status and nature of the Issuer, and the Trustee shall not at any time have any responsibility for the same and each Perpetual Securityholder shall not rely on the Trustee in this respect thereof.

14. NOTICES

Notices to the holders of Perpetual Securities will be valid (i) if published in a newspaper of general circulation in Singapore (which is expected to be *The Business Times*), (ii) if the holders of any Perpetual Securities can be identified, if the notices are given to each of such holders, or (iii) so long as the Perpetual Securities are listed on the SGX-ST, if published on the website of the SGX-ST (www.sgx.com). Notices will, if published more than once or on different dates, be deemed to have been given on the date of the first publication as provided above. In addition, notices to the holders of Registered Perpetual Securities shall be valid if mailed to them at their respective addresses in the Register and deemed to have been given two (2) days from the date of despatch to the Perpetual Securityholders.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice to the holders of Bearer Perpetual Securities in accordance with this Condition 14.

Until such time as any Definitive Perpetual Securities (as defined in the Trust Deed) are issued, there may, so long as the Global Security(ies) or Global Certificate(s) is or are held in its or their entirety on behalf of CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspapers the delivery of the relevant notice to (subject to the agreement of CDP) CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg for communication by it to the Perpetual Securityholders, except that if the Perpetual Securities are listed on the Singapore Exchange Securities Trading Limited and the rules of such exchange so require, notice will in any event be published in accordance with the first paragraph. Any such notice shall be deemed to have been given to the Perpetual Securityholders on the seventh day after the day on which the said notice was given to CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Perpetual Securityholder pursuant hereto (including to the Issuer) shall be in writing and given by lodging the same, together with the relative Perpetual Security or Perpetual Securities, with the Issuing and Paying Agent (in the case of Bearer Perpetual Securities) or the Registrar (in the case of Certificates). Whilst the Perpetual Securities are represented by a Global Security or a Global Certificate, such notice may be given by any Perpetual Securityholder to the Issuing and Paying Agent or, as the case may be, the Registrar through CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg in such manner as the Issuing and Paying Agent or, as the case may be, the Registrar and CDP, or as the case may be, Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

Notwithstanding the other provisions of this Condition, in any case where the identities and addresses of all the Perpetual Securityholders are known to the Issuer, notices to such holders may be given individually by recorded delivery mail to such addresses and will be deemed to have been given two (2) days from the date of despatch to the Perpetual Securityholders.

15. GOVERNING LAW

The Trust Deed, Perpetual Securities, the Coupons and the Talons are governed by, and shall be construed in accordance with, the laws of Singapore.

16. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001 OF SINGAPORE

No person shall have any right under the Contracts (Rights of Third Parties) 2001 of Singapore to enforce or enjoy the benefit of any term or condition of this Perpetual Security.

ISSUING AND PAYING AGENT, REGISTRAR AND TRANSFER AGENT

DBS Bank Ltd.
10 Toh Guan Road
#04-11 (Level 4B)
DBS Asia Gateway
Singapore 608838

RISK FACTORS

Prior to making an investment or divestment decision, prospective investors or existing Securityholders should carefully consider, amongst other things, all of the information set forth in this Information Memorandum, including any documents incorporated by reference herein and the risk factors set out below. The risk factors set out below do not purport to be complete or comprehensive of all the risk factors that may be involved in the business, assets, financial condition, results of operations, performance or prospects of the Issuer or the StarHub Group or any decision to purchase, own or dispose of the Securities. Additional risks which the Issuer is currently unaware of may also impair the business, assets, financial condition, results of operations, performance and/or prospects of the Issuer and/or the StarHub Group. If any of the following risk factors develops into actual events, the business, assets, financial condition, performance, results of operations and/or prospects of the Issuer and/or the StarHub Group could be materially and adversely affected. In such cases, the ability of the Issuer to comply with its obligations under the Trust Deed and the Securities may be adversely affected.

Prospective investors should not rely on the information set out herein as the sole basis for any investment decision in relation to the Securities but should seek appropriate and relevant advice concerning the appropriateness of an investment in the Securities for their particular circumstances.

The Conditions and the Trust Deed will prevail to the extent of any inconsistency with the information set out in the sub-sections "Risks Relating to the Securities Generally", "Risks Relating to the Notes" and "Risks Relating to the Perpetual Securities".

Headings and sub-headings are for convenience only and investment considerations and risk factors that appear under a particular heading or sub-heading may also apply to one or more other headings or sub-headings.

Limitations of this Information Memorandum

This Information Memorandum does not purport to nor does it contain all information that a prospective investor or existing Securityholder may require in investigating the Issuer or the StarHub Group, prior to making an investment or divestment decision in relation to the Securities issued under the Programme

This Information Memorandum is not, and does not purport to be, investment advice. A prospective investor should make an investment in the Securities only after it has determined that such investment is suitable for its investment objectives. Determining whether an investment in the Securities is suitable is a prospective investor's responsibility, even if the investor has received information to assist it in making such a determination.

Neither this Information Memorandum nor any other document or information (or any part thereof) delivered or supplied under or in relation to the Programme or the Securities (or any part thereof) is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by the Issuer, the Arrangers, any of the Dealers or the Trustee that any recipient of this Information Memorandum or any such other document or information (or any part thereof) should subscribe for or purchase or sell any of the Securities. Each person receiving this Information Memorandum acknowledges that such person has not relied on the Issuer or its subsidiaries and associated companies (if any), the Arrangers, any of the Dealers or the Trustee or any person affiliated with each of them in connection with its investigation of the accuracy or completeness of the information contained herein or of any additional information considered by it to be necessary in connection with its investment or divestment decision. Any recipient of this Information Memorandum contemplating subscribing for or purchasing or selling any of the Securities should determine for itself the relevance of the information contained in this Information Memorandum and any such other document or information (or such part thereof) and its investment or divestment should be, and shall be deemed to be, based solely upon its own independent investigation of the financial condition and

affairs, and its own appraisal of the creditworthiness, of the Issuer and its subsidiaries and associated companies (if any), the terms and conditions of the Securities and any other factors relevant to its decision, including the merits and risks involved. A prospective investor should consult with its legal, tax and financial advisers prior to deciding to make an investment in the Securities.

This Information Memorandum does not purport to contain all information that a prospective investor of the Securities may require in investigating the matters or the parties referred to above, prior to making an investment in the Securities. Additionally, any published unaudited interim financial information included in this Information Memorandum should not be relied upon to provide the same quality of information as information that has been subject to audit and/or review. Potential investors should exercise caution when using such data to evaluate StarHub's financial condition and results of operations.

The investment considerations and risk factors discussed below also include forward-looking statements and the actual results of the Issuer and the StarHub Group may differ substantially from those discussed in these forward-looking statements. Sub-headings are for convenience only and investment considerations and risk factors that appear under a particular sub-heading may also apply to one or more other sub-headings.

Risks Relating to the StarHub Group

Changes in domestic, regional and global economic or political conditions may have a material adverse effect on the financial performance and operations of the StarHub Group

Changes in domestic, regional and global economic or political conditions may have a material adverse effect on the demand for info-communication and related services and hence, on the financial performance and operations of the StarHub Group.

For example, the COVID-19 pandemic had materially impacted the StarHub Group's revenue and profitability. Governments around the world introduced measures designed to slow the spread of the virus, including strict border control and travel restrictions. As a result, there was a steep decline in global travel, leading to a significant decline of the StarHub Group's inbound and outbound mobile roaming, international direct dial ("**IDD**") and Prepaid revenues. The consequences of the outbreak of infectious diseases, such as COVID-19, are unpredictable and the StarHub Group may not be able to foresee such events which could have an adverse effect on its business, financial condition, results of operations and prospects.

Furthermore, the COVID-19 pandemic resulted in supply chain disruptions and supply-side constraints, which resulted in a global chip shortage which in turn caused challenges in scaling the equipment sales business. While the StarHub Group expanded on its partnership agreements and diversified its equipment supplier base to ensure continued access to required supplies or their substitutes, there is no assurance that the StarHub Group's business, financial condition, results of operations and prospects will not be adversely affected by the occurrence of any chip shortage or any other supply chain disruptions.

The Russia-Ukraine conflict, which started in February 2022, along with the economic sanctions imposed on Russia by the U.S., other countries and certain international organisations, have also caused macroeconomic uncertainties, such as disruptions to global supply chains, increased inflationary pressures from a rise in energy and commodities prices and increased volatility in global markets. In particular, the Russia-Ukraine conflict exacerbated a global shortage of semi-conductors and raw materials for the production of semi-conductors, as Russia and Ukraine are major exporters of raw materials used in semi-conductors and other electronics, in addition to supply chain disturbances and shortage of transport due to increased energy costs.

These factors may result in increases in operating expenditure (due to the need to maintain higher inventory levels), cost of equipment, deferral of spend by customers, delayed project delivery,

project cost overruns and liquidated damages risk. While the StarHub Group may adopt mitigative measures, such as the hedging of utilities costs and increasing stock holding for equipment and spares, these measures may not fully ameliorate the business impact arising from such uncertainties.

On the macroeconomic front, in recent years, global financial markets have experienced significant volatility as a result of, among other things, political uncertainty and geopolitical tensions. Geopolitical tensions remain a key concern, with intercountry relations becoming more complex. Recent examples include the ongoing conflicts in Ukraine and the Middle East, the implementation of economic security-related legislation, sanctions and trade restrictions in various markets, and heightened tensions between the United States and China as well as other economies. In the U.S., a range of tariff measures were announced in 2025, and ongoing changes to these tariffs and international responses have resulted in significant volatility in financial markets and economic uncertainty. Risks to the U.S. fiscal outlook could impact both U.S. and global bond markets. Such policies may negatively impact economic activity while putting upward pressure on inflation and could result in significant repricing of risk premia across asset markets. Over the longer term, heightened geopolitical tensions and continued broader adoption of protectionist measures could lead to further economic fragmentation, resulting in lower growth potential and higher trend inflation. As the environment gets increasingly complex and downside risks rise, episodes of volatility in financial markets could be more frequent and severe.

The foregoing may have a significant impact on the global credit and financial markets and economic growth as a whole, and consequently, consumer and enterprise demand for info-communication and related services and may also adversely affect the cost, availability or duration or terms of financing and credit available to the StarHub Group. In addition, some of the countries in which the StarHub Group operates have experienced or continue to experience political instability. The continuation or re-emergence of such political instability in the future could have a material adverse effect on the economic or social conditions in those countries. This could lead to outbreaks of civil unrest in the affected areas, which could have an adverse effect on the results of operations of the StarHub Group, and consequently the financial performance of the StarHub Group.

The StarHub Group's business is subject to extensive laws and regulations and changes in the regulatory regime may have a material effect on the StarHub Group's business

The StarHub Group's operations and investments are subject to extensive government regulations which may impact or limit flexibility to respond to market conditions, competition, new technologies or changes in cost structures. Governments may alter their policies relating to the info-communication, IT and related industries and the regulatory environment (including taxation) in which the StarHub Group operates. Such changes could have a material adverse effect on the StarHub Group's financial performance and operations.

The business and results of operations of the StarHub Group could be materially and adversely affected by changes in law, regulation or government and regulatory policies, including changes in the tax regime in the jurisdictions in which it operates. In particular, decisions by regulators concerning economic or business interests or goals which are inconsistent with the interests or actions of the StarHub Group could materially and adversely affect its financial condition, results of operations and investments.

Whilst the StarHub Group has strived, and will continue to strive, to adapt, innovate and transform its business model to meet regulatory and legislative changes, there can be no assurance that the efforts of the StarHub Group will always succeed. Any failure could have a material adverse effect on the StarHub Group's financial performance and results of operations.

Under the Telecommunications Act, the Minister for Digital Development and Information (the "**Minister**") has certain discretionary powers to direct the StarHub Group to implement changes to its

network and services, or undertake and provide certain services and facilities. In the event the Minister exercises such powers, the StarHub Group may incur costs that may not be fully recoverable. There may also be interruption to operations and services and a diversion of telecommunications resources for other purposes as directed. In addition, the Broadcasting Act 1994 of Singapore ("**Broadcasting Act**") imposes similar obligations with regard to the provision of broadcasting services by the StarHub Group. The business of the StarHub Group depends upon statutory licences issued by governmental authorities. Failure to meet regulatory requirements could result in fines, suspension or other sanctions including, ultimately, revocation of the licences. For example, StarHub has obtained licences and spectrum to provide 5G services, which imposes on StarHub obligations with respect to the roll-out of 5G coverage, services, and capabilities. There is no assurance that StarHub will be able to fully comply with all of these obligations. There is also no assurance that the StarHub Group will be able to renew existing licences on terms that are the same or equivalent to those that currently apply, or at all. The StarHub Group may be required to obtain licences to expand into new areas of business and there can be no assurance that the StarHub Group will be able to obtain these licences.

The Cybersecurity Act imposes additional obligations on owners of critical information infrastructure ("**CII**") to prevent, manage and respond to cybersecurity threats and incidents. The StarHub Group has been designated as a CII owner and is required to comply with the Cybersecurity Act. In addition, the Info-communications Media Development Authority (the "**IMDA**"), as the sector regulator for the telecommunications and broadcasting sectors, has imposed additional cybersecurity-related obligations on the StarHub Group. The cybersecurity-related obligations are subject to regular audit, and any failure by the StarHub Group to comply with these obligations may result in penalties imposed on the StarHub Group, as well as requirements for the StarHub Group to undertake remedial actions and further audits to demonstrate compliance.

Please refer to the section "*Regulatory Environment*" below for further information.

The StarHub Group may not be able to access spectrum to support its businesses

The StarHub Group may need to access spectrum to support both generic growth and the development of new services. Access to spectrum is of critical importance to the StarHub Group in order to support its business of providing mobile and broadcasting services. The use of spectrum in Singapore is regulated by governmental authorities and requires licences. There is no guarantee that the StarHub Group will be able to acquire licences for additional spectrum or access such additional spectrum on favourable terms, or at all. The StarHub Group will need to renew its existing spectrum licences when they expire. There can be no assurance that the StarHub Group will be able to renew these licences on terms that are favourable or equivalent to those which apply today, or at all. Failure to acquire access to spectrum could have a material adverse effect on the business, financial performance and growth plans of the StarHub Group.

The StarHub Group faces competitive risks in the Singapore info-communication market in which it operates

The info-communication market in Singapore is highly competitive and characterised by high penetration rates.

The StarHub Group currently competes with other MNOs and MVNOs to attract and retain customers for its businesses. For example, the StarHub Group faces competition from other operators in its provision of mobile and Pay TV services in Singapore, including from Voice over Internet Protocol ("**VoIP**"), Internet protocol television ("**IPTV**") and Over The Top ("**OTT**") service providers. In addition, media piracy remains a challenge in the Singapore market.

With viewing habits shifting towards VoIP and OTT, and main content providers introducing direct to consumer products, there is increased pressure on ARPU and revenue. Moreover, while the

Copyright Act 2021 of Singapore has tightened measures against illegal streaming devices, some consumers may still use such devices. The StarHub Group continues to monitor such activities and contributes to illegal site identification and blocking initiatives, in partnership with content providers, and will avail itself of any upcoming legal enforcement measures to prevent the distribution of illegal streaming boxes in Singapore.

The StarHub Group could also face competition from new ISPs using wireless broadband or other technologies in the future.

The StarHub Group competes against a number of other operators in the provision of fixed network, international calling and other business services.

The IMDA may grant licences to additional info-communication operators that may compete with the StarHub Group. These new licensees may introduce additional telecommunications competitors or new Pay TV or broadband ISPs. Furthermore, the NBN reduces the barriers to entry for new players to enter the market and provide fibre-based services. The StarHub Group may also be subject to competition from providers of new info-communication services as a result of technological development, evolving industry standards and the convergence of various info-communication services. Competition may also increase as a result of industry restructuring, the introduction of new operators and consolidation. For example, Simba's proposed acquisition of M1's consumer business, as announced by Simba in August 2025, is expected to create a larger competitor with greater scale, resources and service offerings, which could heighten pressure on pricing, marketing and customer retention.

Competitors of the StarHub Group may seek to offer bundled services with their other info-communication services which may compete directly with the StarHub Group's products and services. Such competitors may also enter into global or regional alliances which may give them a competitive advantage through greater access to a broader range of product offerings, increased leverage with suppliers and more competitive subscription agreements. They may also have significantly greater financial and marketing resources and, if successful, may erode the StarHub Group's market value.

Competitors' pricing policies could also significantly affect the prices the StarHub Group charges for its services in the future, potentially leading to a decline in the prices the StarHub Group charges for its services and its ability to generate sufficient revenue or to increase its churn rates and customer acquisition and retention costs. Competition could also lead to a decrease in the rate at which the StarHub Group attracts new customers and the size of its customer base as existing or potential customers could choose to receive info-communication services from other providers. Any of these occurrences could result in lower revenue or increased costs which would adversely affect the StarHub Group's profitability.

The StarHub Group is exposed to IT and cybersecurity risks

The StarHub Group's businesses and operations are heavily dependent on telecommunication systems and IT and as such, are exposed to the risks of cybersecurity threats, ransomware, data privacy breaches as well as other network security risks. Cyber incidents have been on the rise in recent times and are increasing in terms of scale and complexity. The StarHub Group is exposed to the risks of cyber attacks which could cause disruptions to its networks and services. The StarHub Group is also exposed to the risk of cyber thefts of sensitive and/or confidential information, which may result in litigation from customers and/or regulatory fines and penalties.

In July 2025, Coordinating Minister K. Shanmugam publicly disclosed that Singapore is under an ongoing cyberattack by highly sophisticated advanced persistent threat ("**APT**") groups targeting critical infrastructure sectors such as energy, water, transport, banking, healthcare, media and telecommunications. Given that telecommunications is a prime target in this campaign, key players

in critical information infrastructure, such as the StarHub Group, may be exposed to advanced threats and intrusions.

While the StarHub Group has established appropriate policies and frameworks to ensure information system security and network security, there can be no assurance that these measures are sufficient and that the StarHub Group will always be able to identify and mitigate all IT and cybersecurity risks, or that the StarHub Group's business, financial condition and results of operations would not be adversely affected by cybersecurity threats, ransomware, data privacy breaches, cyber thefts as well as other network security risks. With the increase and sophistication of cyberattacks by APT groups, StarHub is exposed to cyber fragility and unprecedented attack tactics and techniques and there is no assurance that StarHub's investment in cybersecurity will be effective in warding off any such cyberattacks. The occurrence of any cybersecurity-related event may adversely affect StarHub's business operations and ability to satisfy its regulatory, contractual or other obligations, which may then have a material adverse effect on the StarHub Group's financial performance and operations.

The StarHub Group relies on third parties, including its competitors, for the construction and operation of its networks, for its hardware, its information systems and/or for its business operations

The StarHub Group relies on third parties with respect to many aspects of its business. It has relied and continues to rely on third parties for various purposes, including the construction and operation of its mobile communications, fixed network and fibre broadband network, the supply of hardware (such as mobile handsets, routers and devices) it sells and utilises in its business, information systems and content provision.

Increases in the cost of services and products provided by key suppliers, or any failure by key suppliers to provide such services and products, or failure in performances by key suppliers, could have a material adverse effect on the StarHub Group's ability to deliver services to customers and on its revenue and profitability. The StarHub Group is also dependent on its suppliers developing commercially successful technology and software. In addition, any global chip shortage or shipping delays could impact the supply of hardware from third-party vendors, and in turn impact the StarHub Group's ability to deliver projects in a timely manner. Furthermore, the StarHub Group's Pay TV business is dependent on third-party content and any increase in content costs which the StarHub Group is unable to pass on to its customers may have a material adverse impact on the StarHub Group's gross profit. Further, any litigation with third-party vendors could also materially and adversely affect the StarHub Group, its business, operations and brand equity.

The StarHub Group is dependent on interconnection with its competitors' networks and associated infrastructure for the successful operation of its business. The StarHub Group has interconnection agreements with its competitors as well as other third-party operators. In particular, one of the StarHub Group's competitors is currently required by the IMDA to provide interconnection services to the StarHub Group at cost-based prices. There can be no assurance that the renewal of these interconnection agreements will be on similar terms as existing interconnection agreements. If for any reason these interconnection arrangements were disrupted, whether because of accidents, technological difficulties, natural events, a failure by any of the StarHub Group's counterparties to perform its contractual obligations or for any other reason, one or more of its services may be delayed, interrupted or stopped, the quality of its services may be adversely affected, its customer churn rates or interconnection rates may increase, all of which could materially and adversely affect its revenue and profitability.

The StarHub Group is dependent on its customers to generate revenue and may not be able to increase its customer base, revenue and profitability

The StarHub Group generates its revenues from, among others, sales of services and equipment to its customers, of which some have major or significant contracts. There can be no assurance that customers of the StarHub Group will not reduce their demand or transfer their business to

competitors of the StarHub Group. The loss of customers or reduction in demand of services or equipment from customers could have a material adverse impact on the StarHub Group's revenue and performance.

In addition, the StarHub Group may not be able to increase its customer base in all its businesses as a result of competition and high penetration rates in the mobile market. In order to grow revenue and profitability in all its businesses, the StarHub Group will need to drive ARPU expansion and growth. However, in order to increase its customer base, it may be necessary for the StarHub Group to lower its rates, which may result in a corresponding decrease in ARPU, or it may be necessary to increase customer acquisition costs, which may increase the StarHub Group's operating costs. The StarHub Group is also reliant on increases in the number of corporate customers in all its businesses and it seeks to gain market share generally. Any new services may not be technically or commercially successful or launched according to expected schedules. Any such failure may have a material adverse effect on the revenue and profitability of the StarHub Group.

The StarHub Group is further exposed to the credit risk of its customers, which could result in financial loss to the StarHub Group. Credit risk arising from sales of services and equipment to customers may be mitigated through a stringent credit evaluation process and the regular monitoring of parties' creditworthiness. However, adverse changes in the credit quality of the StarHub Group's customers, or adverse changes arising from a general deterioration in local, regional or global economic conditions, could reduce recoverability from customers. There is no assurance that customers will not default on amounts owing to the StarHub Group.

The StarHub Group faces infrastructure risks

The StarHub Group's services are currently carried through its own networks, the networks of local fixed-line operators, third-party operations, international submarine cable lines, its own switching systems, the switching systems of international long distance operators, Pay TV platforms, broadband platforms and other network-related infrastructure. The provision of the StarHub Group's services depends on the stability, quality, resilience and robustness of this integrated network. The StarHub Group faces risks of malfunction of, loss of, or damage to, network infrastructure from catastrophic events, whether natural or of man-made causes (including piracy or hacking resulting in unauthorised access to content), or other events which are outside the control of the StarHub Group. Any loss and damage caused by risks of this nature may significantly disrupt the StarHub Group's operations and may materially and adversely affect its ability to deliver services to customers, notwithstanding that the StarHub Group would have put in place disaster recovery plans and/or may have taken out insurance policies with respect to some or all of these risks.

Rapid, disruptive and significant technological changes may increase competition and affect the StarHub Group's operations

Rapid, disruptive and significant technological changes are typical in the info-communication industry and these changes may materially affect the StarHub Group's capital expenditure and operating costs, as well as the demand for the StarHub Group's products and services.

The StarHub Group has invested substantial capital and other resources in the development and modernisation of its networks and systems. Technological changes continue to reduce the costs, and expand the capacities and functions, of new infrastructure capable of delivering competing products and services, resulting in lower prices and more competitive and innovative products and services. With the rapid advancement in technology, the StarHub Group may also be stranded with investments that become technologically obsolete before the end of their expected useful lifespan and the value of these investments may be impaired. These changes may require the StarHub Group to replace and upgrade its network infrastructure and as a result, it may be required to incur significant additional capital expenditure in order to maintain the latest technological standards and remain competitive against these newer products and services. The trend for customers to move

towards IP-enabled services and products may have a material adverse effect on the demand for traditional voice, data and video services offered by the StarHub Group, and hence on the financial performance and operations of the StarHub Group.

The StarHub Group faces a continuing risk of market entry by new operators and services providers (including non-info-communication players) who, by using newer or lower cost technologies, may succeed in rapidly attracting customers away from established market participants. The StarHub Group's competitors may be more effective than the StarHub Group at developing, marketing or utilising new technologies, products and services and new competitors may emerge as a result of new technologies. For instance, new technologies may enable players from adjacent industries to enter the info-communication services industry. This may result in a loss of market share and could have an adverse effect on the StarHub Group's financial condition and results of operations.

In 2020, the IMDA awarded a licence to StarHub Mobile Pte Ltd and M1 to jointly build and operate a 5G SA network using 3.5 GHz spectrum, which required the roll-out of the SA infrastructure outdoor coverage. In 2021, the IMDA also awarded a licence to StarHub Mobile Pte Ltd and M1 to jointly build and operate a 5G SA network, using 2.1 GHz spectrum. The StarHub Group's 5G services will be deployed via SA architecture using the 2.1 GHz and 3.5 GHz spectrums, as well as NSA architecture using the 800 MHz of mmWave spectrum which has separately been awarded to StarHub Mobile Pte Ltd. In February 2024, StarHub announced that it has achieved 99% coverage for its outdoor 5G network. While the strategic co-operation between StarHub Mobile Pte Ltd and M1 in respect of the 5G SA network infrastructure will allow both companies to optimise infrastructure and spectrum costs, the lack of a mature 5G ecosystem consisting of devices and services, coupled with the evolving industry 3G Partnership Project (3GPP) standard over the next three years and the disrupted global supply chain which has resulted in a delay in the formation of strategic business partnerships, may limit the immediate mass adoption of 5G services across the business-to-business (B2B) and business-to-consumer (B2C) markets in the near term. This may delay the projected monetisation of the StarHub Group's investments in 5G and impact its return on invested capital, which could have an adverse effect on the StarHub Group's financial condition and results of operations.

Expected benefits from investments in new technologies and strategies may not be realised

The StarHub Group faces the risk of unforeseen complications in the deployment of new technologies that it has invested in. New technologies may not be developed or implemented according to anticipated schedules or may not achieve commercial acceptance or be cost effective. Any failure to develop and implement technologies in a timely manner and on a cost-effective basis could delay the implementation of new services, reduce the quality and functionality of the StarHub Group's services, increase its operational costs, reduce its actual and potential market share and hinder it from realising its revenue streams. The failure of a technology to achieve commercial acceptance could result in additional capital expenditure or a reduction in profitability due to the recognition of the impairment of assets. In addition, changing market demand as a result of technological changes and improvements may require the StarHub Group to adopt new technologies and innovate new products and services. As new technologies are developed, the products and services offered may be rendered obsolete or less competitive. Any newly adopted technology may not perform as expected, and there is no assurance that the StarHub Group will be able to develop the new technology successfully or in a timely manner so as to effectively and economically deliver services based on such technology.

The info-communication industry is capital intensive in nature. Technological changes continue to expand the capacities and functions of new infrastructure capable of delivering competing products and services. As a result, the StarHub Group may be required to incur significant additional capital expenditure in order to maintain the latest technological standards and remain competitive against these newer products and services. These changes may require the StarHub Group to continually review, replace and upgrade its network infrastructure.

The StarHub Group may not be able to expand its business effectively through acquisitions, investments, alliances and joint ventures

The StarHub Group's business strategy includes selective acquisition of new assets or businesses, entering into new strategic alliances and joint ventures and investing in or entering into new business lines. The StarHub Group's ability to achieve and benefit from such acquisitions, investments, alliances and/or joint ventures will depend upon a number of factors, some of which are beyond its control. These factors include, but are not limited to, the StarHub Group's ability to:

- maintain, expand or develop its customer relationships;
- identify assets or businesses for acquisition, investments, alliances or joint ventures that suit its development strategy;
- execute the acquisitions or complete the investments within the timeframe or budget anticipated or integrate any business it acquires;
- identify additional new markets;
- work with its joint venture partners or other shareholders; and
- train and retain qualified personnel to manage and operate its growing business and any new business lines.

There can be no assurance that all or any of the proposed acquisitions, investments, alliances or joint ventures will be consummated on commercially acceptable terms, if at all. The failure to manage any of these factors effectively may have a material adverse effect on the StarHub Group's business, financial position and results of operations. Further, business growth could place a significant strain on the StarHub Group's managerial, operational and financial resources. Integrating new assets or businesses into the StarHub Group's operational framework and ensuring their proper management may involve unanticipated delays, costs and operational problems, in particular with respect to business lines with which the StarHub Group has not had extensive experience.

The StarHub Group may encounter difficulties in realising anticipated synergies. The StarHub Group may also encounter unexpected problems or have disagreements or conflicting interests with its joint venture partners or the other shareholders of its acquisitions.

For example, joint ventures and arrangements may involve risks that the joint venture or investment partner may:

- have economic or business interests or goals that are inconsistent with the StarHub Group's interests;
- take actions contrary to the StarHub Group's interests;
- be unable or unwilling to fulfil its obligations under the joint venture agreement or arrangement; or
- experience financial or other difficulties, such as operating in countries undergoing political, economic and/or social turmoil.

With respect to some joint ventures or equity investments in which the StarHub Group only holds a minority stake, the StarHub Group may not have any board representation or veto power. In case of disagreements with the StarHub Group's partners, management may be required to divert attention away from other aspects of its businesses to address these disagreements, which may have a material adverse effect on the StarHub's Group business, financial position and results of operations.

The value of the StarHub Group's investments may be adversely affected if the anticipated benefits resulting from such investments do not materialise, and this could result in impairment of such investments. Any such problems may impair the StarHub Group's competitiveness or growth prospects and may have a material adverse effect on the StarHub Group's business, financial condition and results of operations.

Furthermore, with the limited size of the Singapore market, the future growth of the StarHub Group depends, to a large extent, on its ability to expand its enterprise business regionally There is no assurance that the StarHub Group will be successful in making acquisitions in jurisdictions outside Singapore due to various factors, including the limited availability of opportunities, competition for available opportunities from other potential investors, foreign ownership restrictions, government and regulatory policies, political considerations and the specific preferences of sellers. In particular, other major telecommunications companies are following similar strategies or attempting to penetrate the same markets, resulting in limited opportunities and potentially higher prices. There can be no assurance that the StarHub Group can fully generate synergies from these businesses to achieve its aims of enhancing the StarHub Group's competitiveness, building a competitive regional footprint and combining its complementary data networks to increase the reach and capacity of the StarHub Group's services. Any delay or failure to achieve these and other objectives may result in the acquisitions becoming a drain on the StarHub Group's management and capital resources and may have an adverse effect on the StarHub Group's financial condition and results of operations.

The StarHub Group may be unable to obtain future financing on favourable terms, or at all, to fund the development of its business

The StarHub Group may be required to raise additional funds for its future capital needs or to refinance its current indebtedness.

There can be no assurance that funding, if needed, will be available on terms that the StarHub Group considers favourable, or at all. Furthermore, any debt financing, if available, may involve restrictive covenants. If the StarHub Group is unable to borrow the amounts required on favourable terms, it may be unable to pursue its planned strategy, and there can be no assurance that future conditions in the financial markets, particularly if it and other info-communication companies seek increasingly large amounts of capital financing, will not adversely affect its ability to finance its operations.

Majority of the revenue of the StarHub Group is derived from its activities in Singapore

A majority of the revenue of the StarHub Group is derived from its business operations undertaken in Singapore. Furthermore, a majority of its assets are located, and all of its services are performed, in Singapore. A contraction of, or a decline in the growth of the Singapore economy or the population of Singapore or other factors affecting Singapore could adversely affect its results of operations. Factors that may adversely affect the Singapore economy include:

- scarcity of credit or other financing, resulting in lower demand for products and services provided by companies in the region;
- devaluation of regional currencies;
- a prolonged period of deflation or inflation or circumstances leading to high real interest rates;
- changes in taxation;
- political instability in countries in the region;
- war, military conflict or acts of terrorism;
- health pandemics or epidemics, such as COVID-19, Severe Acute Respiratory Syndrome and Avian influenza; and
- other regulatory, political or economic developments in or affecting Singapore.

The StarHub Group is exposed to interest rate and counterparty risks

The StarHub Group has cash balances placed with reputable banks and financial institutions. The StarHub Group manages its interest rate risk by placing such balances on varying maturities and interest rate terms. The StarHub Group adopts a policy of ensuring that at least 50 per cent. of its exposure in interest rates on long-term borrowings is on a fixed-rate basis.

The StarHub Group has incurred indebtedness to finance its operations. Where appropriate, the StarHub Group seeks to minimise its cash flow interest rate risk exposure by entering into interest rate swap contracts to swap floating interest rates for fixed interest rates over the duration of its borrowings. However, its hedging policy may not adequately cover the StarHub Group's exposure to interest rate fluctuations and this may result in a large interest expense and an adverse effect on the StarHub Group's financial condition and results of operations.

The StarHub Group may enter into various transactions which will expose it to the credit of its counterparties and their ability to satisfy the terms of such contracts. For example, the StarHub Group may enter into swap arrangements, which exposes it to the risk that the counterparty may default on its obligations to perform under the relevant contract; in addition, the StarHub Group's surplus funds are invested in interest-bearing deposits with financial institutions. In the event a counterparty, including a financial institution, is declared bankrupt or becomes insolvent, this may result in delays in obtaining funds or having to liquidate the position, potentially leading to losses.

The StarHub Group may be adversely affected by the imposition and enforcement of more stringent environmental regulations

The StarHub Group is subject to environmental laws, regulations and ordinances in Singapore and certain countries in which the StarHub Group operates. Non-compliance with or changes in these environmental laws, regulations and ordinances could adversely affect the StarHub Group. There can be no assurance that environmental laws, regulations and ordinances will not change in the future in a manner that could materially and adversely affect the StarHub Group. Environmental laws, regulations and ordinances may impose upon the StarHub Group obligations to investigate and remedy or pay for the investigation and remediation of environmental conditions, and to compensate public and private parties for related damages. Any such liability in connection with facilities currently owned or operated by the StarHub Group could materially and adversely affect the StarHub Group. It is also possible that existing environmental laws, regulations and ordinances could become more stringent in the future and consequently have a material adverse effect on the StarHub Group's results of operations and brand equity.

The StarHub Group may not be able to obtain appropriate insurance coverage on reasonable commercial terms or at all

The StarHub Group takes out insurance policies to insure its properties, projects, assets and liabilities in accordance with industry practices. However, not all risks are insurable. For example, losses resulting from war are generally uninsurable in its context. In other instances, it may not be economical for the StarHub Group to insure the risk in full. Even if insurance is obtained, the StarHub Group may still be required by the insurers to undertake a portion of the risks through the appropriate level of deductibles to a claim.

There can be no assurance that the StarHub Group will be able to obtain appropriate insurance on commercially reasonable terms, if at all. Failure to obtain appropriate or adequate insurance could create financial uncertainty to the StarHub Group and potentially cause it to incur significant financial loss upon the occurrence of a major uninsured event. The StarHub Group's reputation might be adversely affected if the StarHub Group is not able to meet the liabilities that arise from a major uninsured event. Failure to obtain appropriate or adequate insurance also reduces the StarHub Group's ability to obtain bank loans or other financing for future construction projects and other

commercial activities. The inability of the StarHub Group to obtain or renew insurance coverage at a reasonable cost, or at all, may cause the StarHub Group's operating costs to increase and this may have an adverse effect on the financial condition of the StarHub Group.

The StarHub Group depends on key management for the growth and successful implementation of its strategy

The StarHub Group believes that the growth it has achieved to-date, as well as its position as one of Asia's leading info-communication service providers, is to a large extent attributable to a strong and experienced management team. The StarHub Group believes that its continued growth and the successful implementation of its business strategy depend on the retention of its key management executives and its ability to attract and retain other highly capable individuals. The loss of some or all of the StarHub Group's senior executives, or the inability to attract or retain other key individuals, could materially and adversely affect the StarHub Group's business.

StarHub is majority-owned by a single shareholder

As at 4 March 2025, Asia Mobile Holdings Pte. Ltd. ("**AMH**"), a subsidiary of Singapore Technologies Telemedia Pte Ltd ("**ST Telemedia**"), holds approximately 56.15 per cent. of the shares of StarHub. ST Telemedia is a wholly-owned subsidiary of Temasek Holdings (Private) Limited ("**Temasek**"). Temasek has no direct interest in StarHub, but has a deemed interest in an aggregate of 56.16 per cent. of the shares of StarHub as at 4 March 2025, in which ST Telemedia group and other associated companies of Temasek have direct or deemed interests.

There can be no assurance that the majority shareholder of StarHub will remain the same, or that there will not be a change of ownership of the StarHub Group or the entry of another major shareholder with the ability to exert significant influence on the direction or operations of the StarHub Group, or that the StarHub Group's business, financial condition and results of operations would not be adversely affected by such a change in ownership or influence.

Conflicts of interest

Certain of the principal shareholders of StarHub also have affiliates which have interests in other info-communication companies in Singapore and elsewhere. In addition, a number of Directors are also directors or key executives of companies who are or have interests in licensed or active info-communication companies in Singapore or the StarHub Group's suppliers. As a result, the interests of such shareholders and the Directors may not be the same as StarHub's or those of StarHub's other shareholders. Although bound by fiduciary duties, there remains the possibility that these Directors may face conflicts of interests arising from holding these positions.

The StarHub Group is exposed to perceived risks associated with non-ionising radio frequency radiation

Concerns have been expressed relating to possible adverse health consequences associated with the operation of mobile communications devices due to potential exposure to non-ionising radio frequency ("**RF**") radiation. With the advent of 5G technologies, such concerns have increased.

To maintain the safe operations of its mobile networks, the StarHub Group complies with the technical requirements of the IMDA. The IMDA and the National Environment Agency (the "**NEA**") also regularly conduct measurements to ensure that the RF emissions from mobile base stations are within the guidelines developed by the International Commission on Non-Ionizing Radiation Protection. While both the IMDA and NEA have announced that there is no convincing scientific evidence of adverse public health effects from exposure to the low levels of RF radiation typically

emitted from mobile communications devices, there is a risk that an actual or perceived health risk associated with mobile communications devices could result in:

- litigation against the StarHub Group;
- reduced demand for mobile communications services; and
- restrictions on the ability of the StarHub Group to deploy its mobile communications networks as a result of additional laws, regulations, guidelines or environmental controls which exist or may be introduced to address these perceived risks, which in turn could have a material adverse effect on the StarHub Group's financial performance and results of operations.

The StarHub Group is exposed to potential risks relating to privacy breaches

The StarHub Group seeks to protect the privacy of voice and information transmissions over its networks, as well as the information held by the StarHub Group on its customers. The StarHub Group employs security mechanisms, including the use of firewalls and the global system for mobile communications encryption algorithm, designed to minimise the risk of privacy breaches. Significant failure of encryption and security measures may result in consumer confidence being undermined and/or the imposition of regulatory measures to ensure the security of services, which may in turn have a material adverse effect on the StarHub Group's business, financial condition and results of operations.

In addition, the StarHub Group may be subject to claims for defamation, copyright, trademark infringement or other legal claims relating to the information published or disseminated through its networks as well as customers' personal data collected, used or otherwise dealt with, in connection with the provision of its mobile, broadband and Pay TV services. These could include claims under the censorship and data protection laws of Singapore, or arising from cybersecurity breaches. Any material liability arising from such claims may have an adverse effect on the StarHub Group's brand equity and business.

Risks Relating to the Securities Generally

The Securities may not be a suitable investment for all investors

Each potential investor in the Securities must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the relevant Securities, the merits and risks of investing in the relevant Securities and the information contained or incorporated by reference in this Information Memorandum or any applicable amendment or supplement to this Information Memorandum;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Securities and the impact such investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Securities, including Securities with principal, interest or distribution payable in one or more currencies, or where the currency for principal, interest or distribution payments is different from the potential investor's currency;
- understand thoroughly the terms of the relevant Securities and be familiar with the behaviour of any relevant indices and financial markets;
- understand thoroughly the nature of all these risks before making a decision to invest in the Securities; and

- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Securities are complex financial instruments. Sophisticated investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Securities unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of such Securities and the impact this investment will have on the potential investor's overall investment portfolio.

Investment activities may be subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Securities are legal investments for them, (2) Securities can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.

The StarHub Group may not fully hedge the currency risks associated with Securities denominated in foreign currencies

The majority of the StarHub Group's revenue is generally denominated in Singapore dollars and the majority of the StarHub Group's operating expenses are generally incurred in Singapore dollars and U.S. dollars. As Securities issued under the Programme can be denominated in currencies other than Singapore dollars, the StarHub Group may be affected by fluctuations between the Singapore dollar and such foreign currencies in meeting the payment obligations under such Securities and there is no assurance that the StarHub Group may be able to fully hedge the currency risks associated with such Securities denominated in foreign currencies.

Provisions in the Trust Deed and the Conditions may be modified and any breach or proposed breach of the Conditions or any provision of the Trust Deed may be waived or authorised by the Trustee

The Conditions of the Securities, which are governed by Singapore law, contain provisions for calling meetings of Securityholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Securityholders, including Securityholders who did not attend and vote at the relevant meeting and Securityholders who voted in a manner contrary to the majority.

The Conditions of the Securities also provide that the Trustee may agree, without the consent of the Securityholders or Couponholders, to any modification (subject to certain exceptions mentioned in the Trust Deed) of, or to the waiver or authorisation of any breach or proposed breach of, any of the Conditions or any of the provisions of the Trust Deed, or determine, without any such consent as aforesaid, that any Event of Default or Potential Event of Default (as defined in the Trust Deed) shall not be treated as such, which in any such case is not, in the opinion of the Trustee, materially prejudicial to the interests of the Securityholders or may agree, without any such consent as aforesaid, to any modification, waiver or authorisation which is of a formal, minor or technical nature or to correct a manifest error or to comply with mandatory provisions of Singapore law or is required by Euroclear and/or Clearstream and/or CDP and/or any other clearing system in which the Securities may be held. Any such modification, waiver or authorisation shall be binding on the Securityholders and the Couponholders and, if the Trustee so requires, such modification shall be notified to the Securityholders as soon as practicable.

The value of the Securities could be adversely affected by a change in Singapore law or administrative practice

The Conditions of the Securities are governed by Singapore law. No assurance can be given as to the impact of any possible judicial decision or change to Singapore law or administrative practice after the date of issue of the Securities, which could adversely affect the value of any Securities affected by such judicial decision or change.

Where the Global Securities or Global Certificates are held by or on behalf of Euroclear, Clearstream and/or CDP, investors will have to rely on their procedures for transfer, payment and communication with the Issuer

Securities issued under the Programme may be represented by one or more Global Securities (as defined in the Conditions of the Securities) or Global Certificates. Such Global Securities or Global Certificates will be deposited with or registered in the name of, or in the name of a nominee of, the Common Depositary, or lodged with CDP (each of Euroclear, Clearstream and CDP and/or such other clearing system, a "**Clearing System**"). Except in the circumstances described in the relevant Global Security or Global Certificate, investors will not be entitled to receive Definitive Securities (as defined in the Conditions of the Securities). The relevant Clearing System will maintain records of their accountholders in relation to the Global Securities and Global Certificates. While the Securities are represented by one or more Global Securities or Global Certificates, investors will be able to trade their beneficial interests only through the relevant Clearing System.

While the Securities are represented by one or more Global Securities or Global Certificates, the Issuer will discharge its payment obligations under the Securities by making payments to or to the order of the Common Depositary or, as the case may be, to CDP, for distribution to their accountholders. A holder of a beneficial interest in a Global Security or Global Certificate must rely on the procedures of the relevant Clearing System to receive payments under the relevant Securities. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Securities or Global Certificates.

Holders of beneficial interests in the Global Securities and Global Certificates will not have a direct right to vote in respect of the relevant Securities. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant Clearing System to appoint appropriate proxies. Similarly, holders of beneficial interests in the Global Securities and Global Certificates will not have a direct right under the respective Global Securities or Global Certificates to take enforcement action against the Issuer in the event of a default under the relevant Securities but will have to rely upon their rights under the Trust Deed.

Limited liquidity of the Securities issued under the Programme

There can be no assurance regarding the future development of the market for the Securities issued under the Programme, or the ability of the Securityholders, or the price at which the Securityholders may be able, to sell their Securities.

The Securities may have no established trading market when issued, and one may never develop. Even if a market for the Securities does develop, it may not be very liquid or the Securities may trade at a discount to their issue price. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Securities that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Securities generally would have a more limited secondary market and more price volatility than conventional debt securities. If the Securities are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial

condition of the Issuer. If the Securities are trading at a discount, investors may not be able to receive a favourable price for their Securities, and in some circumstances investors may not be able to sell their Securities at their fair market value or at all.

Illiquidity may have an adverse effect on the market value of the Securities. In addition, although the issue of additional Securities may increase the liquidity of the Securities, there can be no assurance that the price of such Securities will not be adversely affected by the issue in the market of such additional Securities.

Although an application will be made for the listing and quotation of any Securities to be issued under the Programme and which are agreed at or prior to the time of issue thereof to be so listed on the SGX-ST, there is no assurance that such application will be accepted, that any particular Tranche of Securities will be so admitted or that an active trading market will develop. In addition, the market for investment grade debt has been subject to disruptions that have caused volatility in prices of securities similar to the Securities to be issued under the Programme. Accordingly, there is no assurance as to the development or liquidity of any trading market, or that disruptions will not occur, for any particular Tranche of Securities.

Fluctuation of market value of the Securities issued under the Programme

Trading prices of the Securities are influenced by numerous factors, including the operating results and/or financial condition of the Issuer, its subsidiaries, its associated companies (if any) and/or its joint venture companies (if any), political, economic, financial and any other factors that can affect the capital markets, the industry, the Issuer, its subsidiaries, its associated companies (if any) and/or its joint venture companies (if any) generally. Adverse economic developments in Singapore as well as countries in which the Issuer, its subsidiaries, its associated companies (if any) and/or its joint venture companies (if any) operate or have business dealings, could have a material adverse effect on the business, financial performance and financial condition of the Issuer, its subsidiaries, its associated companies (if any) and its joint venture companies (if any).

Further, recent global financial turmoil and geopolitical risks have resulted in substantial and continuing volatility in international capital markets. Any further deterioration in global financial conditions could have a material adverse effect on worldwide financial markets, which may also adversely affect the market price of the Securities.

Interest rate risk relating to the Securities

Securityholders may suffer unforeseen losses due to fluctuations in interest rates. Generally, a rise in interest rates may cause a fall in the price of the Securities, resulting in a capital loss for the Securityholders. However, the Securityholders may reinvest the interest payments at higher prevailing interest rates. Conversely, when interest rates fall, the price of the Securities may rise. The Securityholders may enjoy a capital gain but interest payments received may be reinvested at lower prevailing interest rates.

In addition, if so specified in the applicable Pricing Supplement, the distribution rate on Fixed Rate Perpetual Securities may be reset on such dates and bases as may be set out in such Pricing Supplement. There is no assurance that the reset distribution rate will not be lower than the initial distribution rate.

Inflation risk relating to the Securities

Securityholders may suffer erosion on the return of their investments due to inflation. Securityholders would have an anticipated rate of return based on expected inflation rates on the purchase of the Securities. An unexpected increase in inflation could reduce the actual returns.

There is no assurance that the Issuer will have sufficient cash flow to meet payment obligations under the Securities

The ability of the Issuer to make scheduled principal, distribution or interest payments on its indebtedness, including the Securities, and to fund its growth aspirations, will depend on the Group's future performance and its ability to generate cash, which to a certain extent is subject to general economic, financial, competitive, legislative, legal, regulatory and other factors, as well as other factors discussed in this section "*Risk Factors*", many of which are beyond the control of the Issuer.

There is no assurance that the Issuer will have sufficient cash flow to meet payment obligations under the Notes as and when they fall due, in the event the Issuer suffers a material deterioration in its financial condition. In such event, the ability of the Issuer to comply with its payment obligations under the Trust Deed and the Securities may be adversely affected.

The Securities are not secured

The Securities and the Coupons relating to them constitute direct, unconditional, unsubordinated (except in the case of Subordinated Perpetual Securities) and unsecured obligations of the Issuer and rank *pari passu*, without any preference or priority among themselves, and *pari passu* with all other present and future unsecured obligations (other than subordinated obligations and priorities created by law) of the Issuer.

Accordingly, on a winding-up or dissolution of the Issuer, the Securityholders will not have recourse to any specific assets of the Issuer and its subsidiaries and/or associated companies (if any) as security for outstanding payment or other obligations under the Securities and/or Coupons owed to the Securityholders and there can be no assurance there would be sufficient value in the assets of the Issuer, after meeting all claims ranking ahead of the Securities, to discharge all outstanding payment and other obligations under the Securities and/or Coupons owed to the Securityholders.

The regulation and reform of "benchmark" rates of interest and indices may adversely affect the value of Securities linked to or referencing such "benchmarks"

The Programme allows for the issuance of Securities that reference certain interest rates or other types of rates or indices which are deemed to be "benchmarks". The Pricing Supplement for the Securities will specify which benchmark is applicable.

Interest rates and indices which are deemed to be or used as "benchmarks" are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Security linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the "**EU Benchmarks Regulation**") applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the European Union (the "**EU**"). Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). The EU Benchmarks Regulation forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**") among other things and applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the UK Financial Conduct Authority ("**FCA**") or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Securities linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or contribute to certain benchmarks, trigger changes in the rules or methodologies used in certain benchmarks or lead to the discontinuance of unavailability of quotes of certain benchmarks.

The potential elimination of any benchmark or changes in the manner of administration of any benchmark, could require an adjustment to the Conditions, or result in other consequences in respect of any Securities linked to such benchmark. It is not possible to predict with certainty whether, and to what extent, any benchmark will continue to be supported going forward. This may cause such benchmarks to perform differently than they have done in the past and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark; and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Securities linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the relevant Securities, the return on the relevant Securities and the trading market for securities based on the same benchmark.

The Conditions provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a successor rate or an alternative rate and that such successor rate or alternative rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark.

Due to the uncertainty concerning the availability of successor rates and alternative rates and the involvement of an Independent Adviser (as defined in the Conditions of the Securities) acting in consultation with the Issuer and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

The Conditions of the Securities provide, among others, for the discontinuation of benchmarks, as discussed above. The elimination of any benchmark, or changes in the manner of administration of any benchmark, could require an adjustment to the interest calculation provisions of the Conditions, or result in adverse consequences to holders of any Securities linked to such benchmarks (including but not limited to Floating Rate Securities or Securities which interest or distribution rates are linked to any benchmark that is subject to reform). Uncertainty as to the continuation of the Original Reference Rate (as defined in the Conditions of the Securities) and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the Securities.

Benchmark Events (as defined in the Conditions of the Securities) include (amongst other events) the permanent discontinuation of the Original Reference Rate. If a Benchmark Event occurs, the

Issuer shall use commercially reasonable endeavours to appoint an Independent Adviser as soon as reasonably practicable. The Independent Adviser shall endeavour to determine a Successor Rate (as defined in the Conditions of the Securities) or Alternative Rate (as defined in the Conditions of the Securities) to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate may result in the Securities performing differently than they would do if the Original Reference Rate were to continue to apply in its current form.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser or, as the case may be, the Issuer, the Conditions of the Securities also provide that an Adjustment Spread (as defined in the Conditions of the Securities) may be determined by the Independent Adviser (in consultation with the Issuer) or, as the case may be, the Issuer, and applied to such Successor Rate or Alternative Rate.

The Adjustment Spread is either a spread (which may be positive or negative or zero), or a formula or methodology for calculating a spread, in each case, which the Independent Adviser (in consultation with the Issuer) or the Issuer (as the case may be) determines is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which: (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body (as defined in the Conditions of the Securities); or (ii) (in the case of a Successor Rate for which no such recommendation has been made, or in the case of an Alternative Rate) the Independent Adviser (in consultation with the Issuer) or the Issuer (as the case may be) determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry accepted replacement rate for the Original Reference Rate, to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be); or (iii) (if the Independent Adviser (in consultation with the Issuer) or the Issuer determines that no such spread, formula or methodology is customarily applied) the Independent Adviser (in consultation with the Issuer) or the Issuer (as the case may be) determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be), to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Securityholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be); or (iv) (if no such industry standard is recognised or acknowledged) the Independent Adviser (in consultation with the Issuer) or the Issuer (as the case may be) determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to holders of the Securities as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be). Accordingly, the application of an Adjustment Spread may result in the Securities performing differently than they would if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate, Alternative Rate or Adjustment Spread for the Original Reference Rate is determined by the Independent Adviser (in consultation with the Issuer) or, as the case may be, the Issuer, the Conditions of the Securities provide that the Issuer may (subject to giving notice thereof) vary the Conditions of the Securities and the Trust Deed, as necessary to ensure the proper operation of such Successor Rate, Alternative Rate or Adjustment Spread, without any requirement for consent or approval of the Securityholders.

If, following the occurrence of a Benchmark Event, no Successor Rate or Alternative Rate is determined, the ultimate fallback for the purposes of calculation of the Rate of Interest or, as the case may be, the Rate of Distribution for a particular Interest Period or, as the case may be, Distribution Period, may result in the Rate of Interest or, as the case may be, the Rate of Distribution

for the last preceding Interest Period or, as the case may be, Distribution Period being used. This may result in the effective application of a fixed rate for Floating Rate Securities or nullification of the reset mechanism for Fixed Rate Perpetual Securities (as applicable) based on the rate which was last observed on the relevant Screen Page (as defined in the Conditions of the Securities). Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Advisor and the potential for further regulatory developments, there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Any of the above changes or any other consequential changes as a result of international, national or other proposals for reforms or other initiative or investigations, could have a material adverse effect on the value of and return on any Securities linked to or referencing a benchmark. Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, or any of the international or national reforms and the possible application of the benchmark replacement provisions of Securities in making any investment decision with respect to any Securities linked to or referencing a benchmark.

The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Floating Rate Notes and Perpetual Securities

Investors should be aware that the market continues to develop in relation to risk free rates as reference rates in the capital markets and their adoption as alternatives to the relevant interbank offered rates. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted. Please refer to "Risk Factors — *Risks Relating to the Securities Generally* - The regulation and reform of "benchmark" rates of interest and indices may adversely affect the value of Securities linked to or referencing such *"benchmarks""* for further details of the recent interest rates and benchmarks reform.

The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the Conditions and used in relation to any Securities that reference risk free rates issued under the Programme. The Issuer may in the future also issue Notes and Perpetual Securities referencing risk free rates that differ materially in terms of interest or distribution determination when compared with any previous Notes and Perpetual Securities referencing the same risk free rate issued by it under the Programme. The development of risk free rates as interest or distribution reference rates for the eurobond and domestic bond markets and of the market infrastructure for adopting such rates could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Notes and Perpetual Securities issued under the Programme which references any such risk free rate from time to time.

Furthermore, the basis of deriving certain risk free rates, such as SORA, may mean that interest or distribution on the Notes and Perpetual Securities which reference any such risk free rate would only be capable of being determined after the end of the relevant observation period and immediately prior to the relevant Interest Payment Date or Distribution Payment Date. It may be difficult for investors in Notes and Perpetual Securities which reference any such risk free rate to accurately estimate the amount of interest or distribution which will be payable on such Notes and Perpetual Securities, and some investors may be unable or unwilling to trade such Notes and Perpetual Securities without changes to their IT systems, both of which could adversely impact the liquidity of such Notes and Perpetual Securities. Further, in contrast to London Interbank Offered Rate-linked securities, if Notes and Perpetual Securities referencing such risk free rates become due and payable as a result of an event of default under the Conditions, the rate of interest payable for the final Interest Period in respect of such Notes shall only be determined on the date which the Notes become due and payable and shall not be reset thereafter. Investors should consider these matters when making their investment decision with respect to any such Notes and Perpetual Securities.

In addition, the manner of adoption or application of risk free rates in the eurobond and domestic bond markets may differ materially compared with the application and adoption of such risk free

rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of risk free rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes and Perpetual Securities referencing such risk free rates.

In particular, investors should be aware that several different methodologies have been used in risk free rate securities issued to date. No assurance can be given that any particular methodology, including the compounding formula in the Conditions of the Securities, will gain widespread market acceptance. In addition, market participants and relevant working groups are still exploring alternative reference rates based on risk free rates, including various ways to produce term versions of certain risk free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk free rates. If the relevant risk free rates do not prove to be widely used in securities like the Securities, the trading price of such Securities linked to such risk free rates may be lower than those of securities referencing indices that are more widely used.

Risk free rates offered as alternatives to interbank offered rates also have a limited performance history. For that reason, future performance of such rates may be difficult to predict based on their limited historical performance. The level of such rates during the term of the Securities may bear little or no relation to historical levels. Prior observed patterns, if any, in the behaviour of market variables and their relation to such rates, such as correlations, may change in the future. Investors should not rely on historical performance data as an indicator of the future performance of such risk free rates nor should they rely on any hypothetical data. Investors should also be aware that risk free rates may behave materially differently to interbank offered rates as interest reference rates. In addition, the methods of calculation, publication schedule, rate revision practices or availability of a relevant risk free rate may be subject to alteration by the relevant administrator and any such alterations could have a material adverse impact on the value and return on such risk free rate instruments.

Since risk free rates are relatively new market indices, Notes and Perpetual Securities linked to any such risk free rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to any risk free rate, such as the spread over the index reflected in interest or distribution rate provisions, may evolve over time, and trading prices of such Notes and Perpetual Securities may be lower than those of later-issued indexed debt securities as a result. Further, if any risk free rate to which a Series of Notes or Perpetual Securities is linked does not prove to be widely used in securities like the Notes or Perpetual Securities, the trading price of such Notes and Perpetual Securities linked to a risk free rate may be lower than those of Notes and Perpetual Securities linked to indices that are more widely used. Investors in such Notes and Perpetual Securities may not be able to sell such Notes and Perpetual Securities at all or may not be able to sell such Notes and Perpetual Securities at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. There can also be no guarantee that any risk free rate to which a Series of Notes or Perpetual Securities is linked will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in the Notes and Perpetual Securities linked to or referencing such risk free rate (or that any applicable benchmark fallback provisions provided in the Conditions will provide a rate which is economically equivalent for holders). If the manner in which such risk free rate is calculated is changed, that change may result in a reduction of the amount of interest or distribution payable on such Notes or Perpetual Securities and the trading prices of such Notes and Perpetual Securities.

Commencement of proceedings under applicable Singapore insolvency law or related laws may result in a material adverse effect on the Securityholders

There can be no assurance that the Issuer will not become bankrupt, unable to pay its debts or insolvent or be the subject of judicial management, schemes of arrangement, winding-up or

liquidation orders or other insolvency-related proceedings or procedures. In the event of an insolvency or near insolvency of the Issuer, the application of certain provisions of Singapore insolvency and related laws could result in a material adverse effect on the Securityholders. Without being exhaustive, below are some matters that could have a material adverse effect on the Securityholders. Where the Issuer is insolvent or close to insolvent and the Issuer undergoes certain insolvency procedures, there may be a moratorium against actions and proceedings which may apply in the case of judicial management, schemes of arrangement and/or winding-up in relation to the Issuer.

It may also be possible that if a company related to the Issuer proposes a creditor scheme of arrangement and obtains an order for a moratorium, the Issuer may also seek a moratorium even if the Issuer is not in itself proposing a scheme of arrangement. These moratoriums can be lifted with court permission and in the case of judicial management, either with court permission or with the consent of the judicial manager. Accordingly, if for instance there is any need for the Trustee to bring an action against the Issuer, the need to obtain court permission or the judicial manager's consent may result in delays in being able to bring or continue legal proceedings that may be necessary in the process of recovery.

Further, Securityholders may be made subject to a binding scheme of arrangement if the majority in number representing at least 75 per cent. in value of creditors and the court approve such scheme. In respect of company-initiated creditor schemes of arrangement, there are cram-down provisions that may apply to a dissenting class of creditors.

The court may, notwithstanding a single class of dissenting creditors, approve a scheme, provided (i) an overall majority in number representing at least 75 per cent. in value of the creditors meant to be bound by the scheme have agreed to it, (ii) the scheme does not unfairly discriminate and is fair and equitable to each dissenting class of creditors and (iii) the court is of the view that it is appropriate to approve the scheme. In such scenarios, Securityholders may be bound by a scheme of arrangement to which they may have dissented.

The Insolvency, Restructuring and Dissolution Act 2018 of Singapore (the "**IRD Act**") was passed in Parliament on 1 October 2018 and came into force on 30 July 2020. The IRD Act includes a prohibition against terminating, amending or claiming an accelerated payment or forfeiture of the term under, any agreement (including a security agreement) with a company that commences certain insolvency or rescue proceedings (and before the conclusion of such proceedings), by reason only that the proceedings are commenced or that the company is insolvent. This prohibition is not expected to apply to any contract or agreement that is, or that is directly connected with, the Securities. However, it may apply to related contracts that are not found to be directly connected with the Securities.

The Securities may be subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of the Securities. During any period when the Issuer may elect to redeem Securities, the market value of such Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. The Issuer may be expected to redeem any or all of the Securities when its cost of borrowing is lower than the interest rate on the Securities. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate that is as high as the interest rate on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The market prices of the Securities issued at a substantial discount or premium tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities

The market values of the Securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Exchange rate risks and exchange controls may result in the Securityholders receiving less interest or principal than expected

The Issuer will pay principal and interest or, as the case may be, distribution on the Securities in the currency specified. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the currency in which the Securities are denominated (the "**Specified Currency**"). These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Securities, (ii) the Investor's Currency-equivalent value of the principal payable on the Securities and (iii) the Investor's Currency-equivalent market value of the Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or, as the case may be, distribution or principal than expected, or no interest or, as the case may be, distribution or principal.

Credit ratings may not reflect all risks

One or more independent credit rating agencies may assign credit ratings to the Securities. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Securities. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

Performance of contractual obligations by the Issuer may be dependent on other parties

The ability of the Issuer to make payments in respect of the Securities may depend upon the due performance by the other parties to the transaction documents of their obligations thereunder, including the performance by the Trustee, the Issuing and Paying Agent, a Transfer Agent, the Registrar and/or the Agent Bank of their respective obligations. Whilst the non-performance of any relevant parties will not relieve the Issuer of its obligations to make payments in respect of the Securities, the Issuer may not, in such circumstances, be able to fulfil its obligations to the Securityholders and/or the Couponholders.

Risk of structural subordination of the Securities

The Securities are structurally subordinated to the indebtedness of the Issuer's subsidiaries. Generally, claims of creditors, including trade creditors, and other claims of preferred shareholders, if any, of such subsidiaries will have priority with respect to the assets and earnings of such subsidiaries over the claims of the Issuer and its creditors.

Securityholders should be aware that Definitive Securities and Certificates which have a denomination that is not an integral multiple of the minimum Denomination Amount may be illiquid and difficult to trade

In relation to any issue of Securities which have a denomination consisting of a minimum Denomination Amount (as defined in the Conditions of the Notes and the Conditions of the Perpetual Securities) plus a higher integral multiple of another smaller amount, it is possible that the Securities may be traded in amounts in excess of the minimum Denomination Amount that are not integral multiples of such minimum Denomination Amount. In such a case, a Securityholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Denomination Amount will not receive a Definitive Security or Certificate in respect of such holding (should Definitive Securities or Certificates be printed) and would need to purchase a principal amount of Securities such that it holds an amount equal to one or more Denomination Amounts. If Definitive Securities or Certificates are issued, holders should be aware that Definitive Securities or Certificates which have a denomination that is not an integral multiple of the minimum Denomination Amount may be illiquid and difficult to trade. Definitive Securities will in no circumstances be issued to any person holding Securities in an amount lower than the minimum denomination and such Securities will be cancelled and holders will have no rights against the Issuer (including rights to receive principal or interest or to vote or attend meetings of Securityholders) in respect of such Securities.

The Trustee may request that the Securityholders provide an indemnity and/or security to its satisfaction

In certain circumstances (including, without limitation, the giving of notice to the Issuer pursuant to Condition 10 of the Notes and the taking of enforcement steps pursuant to Condition 11 of the Notes or, as the case may be, Condition 9(c) of the Perpetual Securities), the Trustee at its discretion may request Securityholders to provide an indemnity and/or security to its satisfaction before it takes action on behalf of Securityholders.

The Trustee shall not be obliged to take any such action if not first indemnified and/or secured to its satisfaction. Negotiating and agreeing to an indemnity and/or security can be a lengthy process and may have an impact on when such actions can be taken. The Trustee may not be able to take action, notwithstanding the provision of an indemnity and/or security to it, in breach of the terms of the Trust Deed constituting the Securities and in such circumstances, or where there is uncertainty or dispute as to the applicable laws or regulations and, to the extent permitted by the agreements and the applicable law, it will be for the Securityholders to take such actions directly.

Enforcement of remedies

Enforcement of available remedies under the Trust Deed, the Securities, the Coupons and the Talons, could result in delays in recovery of amounts owed to the Securityholders by the Issuer. There is no assurance that the Trustee would recover all amounts secured upon such enforcement, and funds received may not be sufficient to make all required payments to the Securityholders.

Risks Relating to the Notes

Noteholders are exposed to financial risk

Interest payment, where applicable, and principal repayment for debts occur at specified periods regardless of the performance of the Issuer. The Issuer may be unable to make interest payments, where applicable, or principal repayments, under a Series of Notes should it suffer a serious decline in net operating cash flows.

Singapore tax risk

The Notes to be issued from time to time under the Programme during the period from the date of this Information Memorandum to 31 December 2028 are intended to be "qualifying debt securities" for the purpose of the ITA subject to the fulfilment of certain conditions more particularly described in the "Singapore Taxation" section of this Information Memorandum.

However, there is no assurance that the conditions for "qualifying debt securities" will be met or that such Notes will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time or should the required conditions cease to be fulfilled.

Variable Rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Where the Issuer has the right to effect such a conversion, this will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate in such circumstances, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing rates on its Notes.

Risks Relating to the Perpetual Securities

Perpetual Securities may be issued for which investors have no right to require redemption

The Perpetual Securities are perpetual and have no fixed final maturity date. Perpetual Securityholders have no right to require the Issuer to redeem Perpetual Securities at any time, and an investor who acquires Perpetual Securities may only dispose of such Perpetual Securities by sale. Perpetual Securityholders who wish to sell their Perpetual Securities may be unable to do so at a price at or above the amount they have paid for them, or at all. Therefore, Perpetual Securityholders should be aware that they may be required to bear the financial risks of an investment in Perpetual Securities for an indefinite period of time.

If specified in the relevant Pricing Supplement, Perpetual Securityholders may not receive distribution payments if the Issuer elects not to pay all or a part of a distribution under the Conditions of the Perpetual Securities

If Optional Payment is specified in the relevant Pricing Supplement, the Issuer may, at its sole discretion, elect not to pay any scheduled distribution on the Perpetual Securities in whole or in part for any period of time. The Issuer is subject to certain restrictions in relation to the declaration or payment of distributions on its Junior Obligations and (except on a *pro rata* basis) its Parity Obligations and the redemption and repurchase of its Junior Obligations and (except on a *pro rata* basis) its Parity Obligations in the event that it does not pay a distribution in whole or in part. The Issuer is not subject to any limit as to the number of times or the amount with respect to which the Issuer can elect not to pay distributions under the Conditions of the Perpetual Securities. While the Issuer may, at its sole discretion, and at any time, elect to pay an Optional Distribution, being an

optional amount equal to the amount of distribution which is unpaid in whole or in part, there is no assurance that the Issuer will do so, and distributions which are not paid in whole or in part may remain unpaid for an indefinite period of time. Any non-payment of a distribution in whole or in part shall not constitute a default for any purpose. Any election by the Issuer not to pay a distribution, whether in whole or in part, will likely have an adverse effect on the market price of the Perpetual Securities. In addition, as a result of the potential non-cumulative distribution feature of the Perpetual Securities and the Issuer's ability to elect not to pay a distribution in whole or in part, the market price of the Perpetual Securities may be more volatile than the market prices of other debt securities on which original issue discount or interest accrues that are not subject to such election not to pay and may be more sensitive generally to adverse changes in the StarHub Group's financial condition.

If specified in the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the Issuer's option on the date(s) specified in the relevant Pricing Supplement or on the occurrence of certain other events

The Perpetual Securities are perpetual securities and have no fixed final redemption date. If specified in the relevant Pricing Supplement, the Perpetual Securities may be redeemed at the option of the Issuer on certain date(s) specified in the relevant Pricing Supplement at their principal amount (or such other redemption amount stated in the relevant Pricing Supplement) together with all outstanding Arrears of Distribution, Additional Distribution Amounts and distribution accrued to the date fixed for redemption. In addition, if specified in the relevant Pricing Supplement, the Issuer may, at its option, redeem the Perpetual Securities in whole, but not in part, on any Distribution Payment Date, or any time after such Distribution Payment Date, upon the occurrence of certain other events. Please refer to the section "*Terms and Conditions of the Perpetual Securities – Redemption and Purchase*" for further details.

The date on which the Issuer elects to redeem the Perpetual Securities may not accord with the preference of individual Perpetual Securityholders. This may be disadvantageous to the Perpetual Securityholders in light of market conditions or the individual circumstances of the Perpetual Securityholders. In addition, an investor may not be able to reinvest the redemption proceeds in comparable securities at an effective distribution rate at the same level as that of the Perpetual Securities.

There are limited remedies for default under the Perpetual Securities

Any scheduled distribution will not be due if the Issuer elects not to pay all or a part of that distribution pursuant to the Conditions of the Perpetual Securities. Notwithstanding any of the provisions relating to non-payment defaults, the right to institute winding-up proceedings is limited to circumstances where payment of principal, distribution and any other amounts in respect of the Perpetual Securities has become due and the Issuer fails to make the payment when due and such failure continues for a period of seven (7) business days after the due date. The only remedy against the Issuer available to any Perpetual Securityholders for recovery of amounts in respect of the Perpetual Securities following the occurrence of a payment default after any sum becomes due in respect of the Perpetual Securities will be proving in such winding-up and/or claiming in the liquidation of the Issuer in respect of any payment obligations of the Issuer arising from the Perpetual Securities.

The Issuer may raise or redeem other capital which affects the price of the Perpetual Securities

The Issuer may raise additional capital through the issue of other securities or other means. There is no restriction, contractual or otherwise, on the amount of securities or other liabilities which the Issuer may issue or incur and which rank senior to, or *pari passu* with, the Perpetual Securities. Similarly, subject to compliance with the Conditions of the Perpetual Securities, the Issuer may redeem securities that rank junior to, *pari passu* with, or senior to, the Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities or the redemption of any

such securities may reduce the amount (if any) recoverable by the Perpetual Securityholders on a winding-up of the Issuer, and may increase the likelihood of a deferral of distribution under the Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities or the redemption of any such securities might also have an adverse impact on the trading price of the Perpetual Securities and/or the ability of the Perpetual Securityholders to sell their Perpetual Securities.

The Subordinated Perpetual Securities are subordinated obligations

The obligations of the Issuer under the Subordinated Perpetual Securities will constitute unsecured and subordinated obligations of the Issuer. In the event of the winding-up of the Issuer, the rights of the holders of the Subordinated Perpetual Securities to receive payments in respect of the Subordinated Perpetual Securities will rank senior to the holders of all Junior Obligations and *pari passu* with the holders of all Parity Obligations, but junior to the claims of all other creditors, including, for the avoidance of doubt, the holders of the Senior Perpetual Securities and/or Notes. In the event of a shortfall of funds or a winding-up, there is a real risk that an investor in the Subordinated Perpetual Securities will lose all or some of its investment and will not receive a full return of the principal amount or any unpaid Arrears of Distribution, Additional Distribution Amounts or accrued distribution.

In addition, subject to the limit on the aggregate principal amount of Securities that can be issued under the Programme (which can be amended from time to time by the Issuer without the consent of the Securityholders), there is no restriction on the amount of unsubordinated securities or other liabilities which the Issuer may issue or incur and which rank senior to, or *pari passu* with, the Subordinated Perpetual Securities. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by holders of the Subordinated Perpetual Securities on a winding-up of the Issuer and/or may increase the likelihood of a non-payment of distribution under the Subordinated Perpetual Securities.

Tax treatment of the Perpetual Securities is unclear

It is not clear whether any particular Tranche of the Perpetual Securities (the "**Relevant Tranche of the Perpetual Securities**") will be regarded as "debt securities" by IRAS for the purposes of the ITA, or whether distribution payments made under the Relevant Tranche of the Perpetual Securities will be regarded by IRAS as interest payable on indebtedness for the purposes of the ITA or whether the tax exemption or tax concessions available for qualifying debt securities under the qualifying debt securities scheme (as set out in the section "*Singapore Taxation*") would apply to the Relevant Tranche of the Perpetual Securities.

If the Relevant Tranche of the Perpetual Securities is not regarded as "debt securities" for the purposes of the ITA, or the distribution payments made under the Relevant Tranche of the Perpetual Securities are not regarded by IRAS as interest payable on indebtedness for the purposes of the ITA or holders thereof are not eligible for the tax exemptions or tax concessions under the qualifying debt securities scheme, the tax treatment to holders may differ. Investors and holders of the Relevant Tranche of the Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of the Relevant Tranche of the Perpetual Securities.

THE ISSUER

(A) HISTORY AND BACKGROUND

StarHub is a homegrown, fully integrated info-communication, entertainment and digital solutions provider, which offers a wide range of products and solutions to both the consumer and enterprise markets in Singapore, as well as regional enterprise markets.

StarHub was incorporated with limited liability in the Republic of Singapore ("**Singapore**") on 7 May 1998 and has been listed on the SGX-ST since 13 October 2004. As at 30 June 2025, StarHub's market capitalisation (excluding treasury shares) was approximately S$2.0 billion.

The StarHub Group is structured along two key business segments, namely the Consumer Business and Enterprise Business. Headquartered in Singapore, the Malaysian subsidiaries report into the Regional Enterprise Business.

As at 30 June 2025, the StarHub Group served approximately 2.7 million customers across Mobile and Broadband segments. Through its Consumer Business, the StarHub Group serves approximately one in every two households in Singapore. The Enterprise Business also leases and operates eight data centre facilities across Singapore and Malaysia and also owns an extensive fibre-optic fixed network serving government and enterprise customers, connecting businesses with a wide range of data, voice, and wholesale services.

The StarHub Group develops and delivers customised integrated solutions for government and enterprise customers, converging the StarHub Group's combined capabilities in Connectivity, Cloud and Cybersecurity (the "**3C's**"), and incorporating hybrid multi-cloud, intelligent network edge, 5G mobility solutions, artificial intelligence, cybersecurity, data analytics and Internet of Things ("**IoT**").

With a culture of innovation built over 25 years, the StarHub Group has led the industry with several first-in-market offerings, such as Singapore's first 100 per cent. solar-powered WiFi driven by 5G backhaul, the first 5Gbps household broadband plan and the launch of TV+ PRO with Dolby Atmos, as well as a multi-year exclusive partnership with The Premier League. In 2024, the StarHub Group was the sole broadcaster for the NBA season in Singapore. The StarHub Group was also the first in Southeast Asia to introduce GeForce NOW cloud gaming.

In addition, the StarHub Group also houses a digital-first mobile brand, *giga!*, which provides customers with a seamless end-to-end digital experience. StarHub also launched *eight* in 2024 to augment its multi-brand, multi-segment strategy with a fighter brand that caters to the value conscious customer segment. As of August 2025, the StarHub Group fully acquired MyRepublic Broadband to further enhance its broadband offering.

The StarHub Group operates 5G Non-Standalone ("**NSA**") and Standalone ("**SA**") networks and the Long Term Evolution ("**LTE**") advanced ("**4G LTE-Advanced**") mobile network. As of FY2024, StarHub had achieved over 99% nationwide outdoor 5G coverage in Singapore, delivering advanced capabilities such as network slicing, ultra-reliable low latency communications and massive machine-type communications. These features are crucial enablers of Singapore's industry transformation and digital economy, supporting applications in areas such as smart cities, next-generation mobility, and enterprise automation.

(B) STRATEGY

The StarHub Group's strategy is guided by driving long-term total shareholder value through strengthening its core businesses, scaling new growth areas and maintaining disciplined capital management. The StarHub Group's capital management approach supports this strategy. StarHub maintains a strong balance sheet and free cash flow generation, enabling it to fund its dividend policy, invest in growth areas such as cybersecurity and enterprise services, and pursue mergers and acquisitions ("**M&A**") while preserving financial resilience through prudent leverage profile. The StarHub Group stays committed to a dividend policy to distribute at least 80.0 per cent. of net profit after tax attributable to shareholders (adjusted for one-off, non-recurring items), payable on a semi-annual basis.

In June 2023, StarHub announced the establishment of a share buyback programme, pursuant to which it has earmarked approximately S$50 million to repurchase up to 3% of StarHub's issued share capital or approximately 51.9 million shares (based on StarHub's total issued shares excluding treasury shares as at 21 April 2023), in line with the DARE+ programme objective to enhance long-term total shareholder returns.

In view of the structural changes and sustained competition in the telecommunications sector, in August 2025 the StarHub Group updated the market on its strategy moving forward, that is built on the four principal pillars of Consumer, Enterprise, Cybersecurity and Cost Optimisation. This directional change follows the conclusion of the DARE+ transformation programme that StarHub launched in November 2021. As of FY2025, StarHub has completed the "Build & Invest" phase and will move into the "Harvest" phase, focusing on monetisation, efficiencies, and delivering sustained growth and shareholder returns.

1. Consumer Strategy

StarHub aims to defend and expand its revenue market share by competing aggressively in both Mobile and Broadband services. StarHub has adopted a multi-brand, multi-segment strategy for effectively segmenting and targeting customers in the consumer market. The brands operating in the Mobile segment comprises the main StarHub premium brand, digital flanker brand *giga!* and value fighter brand *eight*. Broadband customers are served by the StarHub brand and MyRepublic Broadband. The Entertainment segment remains to be a strategic acquisition tool and a key proposition of StarHub's bundling strategy. As at 30 June 2025, StarHub continues to hold the second-largest position by Mobile revenue market share and has maintained a leading position in Broadband.

2. Enterprise Strategy

StarHub is scaling its Modern Digital Infrastructure ("**MDI**") platform, which integrates hybrid multi-cloud ubiquitous network and managed services with cybersecurity. Unlike system integrators or hardware resellers, the StarHub Group's platform-led approach is designed to be modular, scalable and margin-accretive. The StarHub Group has seen significant traction in its Managed Services business, with strong order book growth across Government and Enterprise customers. Regionally, the StarHub Group is expanding its footprint, which is supported by targeted investments in talent and delivery capabilities. The Enterprise strategy also contemplates selective, value-accretive M&A that aim to enhance the StarHub Group's MDI platform, extending its regional reach.

3. Cybersecurity Strategy

Cybersecurity remains a strategic priority for StarHub, aligned with Singapore's national security agenda. The StarHub Group has invested in hybrid multi-cloud infrastructure and AI-driven cyber platforms that strengthen both its own cyber posture and its customer offerings. Through its partnership with Ensign, StarHub is positioned to provide integrated cybersecurity services that embed "security by design" principles and enable enterprises to lower their overall cybersecurity spend while managing risks more effectively.

4. Cost Optimisation

Cost optimisation forms the fourth pillar of the StarHub Group's strategy. Building on the earlier DARE+ transformation programme, StarHub has broadened its efficiency initiatives to include four streams: legacy decommissioning, network automation, systems re-architecture, and business simplification. These initiatives are underpinned by a 24-month roadmap and are expected to deliver savings that are commensurate with the original DARE+ programme. The objective is not only to reduce operating costs but also to establish a more agile, scalable, and sustainable operating model.

(C) PRINCIPAL BUSINESS GROUPS AND ACTIVITIES

Operationally, the StarHub Group's business activities are organised into two divisions: the Consumer Business Group ("**Consumer Business**" or "**CBG**") and Enterprise Business Group ("**StarHub Enterprise**", "**Enterprise Business**", or "**EBG**").

(i) Business Structure

Consumer Business

The StarHub Group's Consumer Business is anchored in providing superior connectivity solutions for customers in an increasingly digital and always-connected world. This approach is supported by a comprehensive spectrum of digital products and services that respond to evolving consumer demands. The foundation of this strategy remains the robust base of Mobile, Broadband, and Entertainment customers, which StarHub continues to expand through its subsidiaries, including *giga!* and *eight*. The business segment is headed by the Chief, Consumer Business who is responsible for the development, marketing and delivery of consumer-market mobile and fixed products and services.

The acquisition of the remaining stake in MyRepublic Broadband in August 2025 has resulted in the subsidiary's full integration into the StarHub Group. This milestone enhances StarHub's ability to cross-sell and seamlessly bundle offerings, unlocking new synergies and value creation opportunities within the enlarged MyRepublic Broadband customer base.

A cornerstone of the StarHub Group's Consumer Business strategy involves a wide-ranging continuum of digital products and services connecting and addressing the needs of StarHub customers' increasingly digital lives. The Consumer Business strives to elevate customer lifetime value through the addition of services across a growing portfolio of digital verticals as elaborated below, such as SafeHub+, GameHub+ and LifeHub+, which are underpinned by connectivity.

Enterprise Business

The StarHub Enterprise Business (which includes the subsidiaries JOS Malaysia and Strateq in Malaysia) serves both local and regional enterprises based in Singapore and Malaysia, as well as governments. The business segment is headed by the Chief, Regional Enterprise who oversees the development, marketing and delivery of StarHub's next-generation connectivity services, end-to-end ICT solutions, data centre offerings and managed services.

The core of StarHub Enterprise comprises enterprise mobile and connectivity services, managed network, cloud and cybersecurity solutions and managed services, digital services, and the leasing and management of data centres. Central to the Enterprise Business strategy is the MDI platform, which underpins the provision of integrated end-to-end solutions for enterprises in Singapore and the region. The MDI platform is designed to enable agility, scalability, and resilience by leveraging the convergence of the 3C's. This includes the modernisation of StarHub's core through a robust and intelligent network edge architecture, the development of next-generation connectivity services, and the advancement of 5G enterprise use cases. In addition, MDI supports the expansion of smart facilities management capabilities and the scaling of managed network, cloud, and cybersecurity services. While the DARE+ transformation strategy provided the initial framework for digitalisation, the MDI platform now serves as the foundation for sustainable, margin-accretive growth in Enterprise Business services.

The Enterprise Business comprises three main product groups: (i) Managed Services, (ii) Enterprise Connectivity, (iii) Enterprise Communication and Wholesale along with StarHub's cybersecurity capabilities bolstered by Ensign.

(ii) Principal Products and Services

Consumer Business

Mobile Services and Sales of Equipment

The StarHub Group provides a full suite of Mobile services to its customers in Singapore using its state-of-the-art 5G network delivering fast speeds and low latency. This includes mobile voice, messaging, international roaming, mobile data roaming and a series of value-added services. The StarHub Group has received multiple accolades for its network quality and speed over the years. Please refer to the section "*Key Awards*" below for further details. StarHub's 5G network continues to be recognised by the industry, winning 5G Video Experience, Download Speed, Upload Speed, and Consistent Quality in the Opensignal Singapore Mobile Network Experience Awards in December 2024.

Mobile services are provided either on a postpaid basis, with customers receiving a monthly bill, or on a prepaid basis, where customers top up their mobile service credits before use. Customers are served either by the premium StarHub brand, digital-first *giga!* or the value fighter brand *eight*. To complement the Mobile service offerings, StarHub offers the sale of mobile handsets, devices and accessories as an ancillary service.

StarHub has an extensive range of sales distribution channels which spans across physical and digital touch points. StarHub customers can choose to walk into a physical retail store or self-serve through the StarHub Group's online store and My StarHub App. The StarHub Group also retails through exclusive partners and telemarketers.

As at 30 June 2025, the StarHub Group's Mobile services customer base consisted of a total of approximately 2,137,000 customers with significant growth coming from the value segment with the launch of *eight*.

To provide its Mobile customers with high levels of quality service in Singapore, the StarHub Group has undertaken various initiatives to upgrade its infrastructure and mobile service plans. StarHub's 5G SA mobile broadband network offers theoretical peak data speeds of more than 1Gbps. It enables StarHub to manage large volumes of data traffic and support the growing demand for mobile broadband access. As of June 2025, StarHub has made payment for the two lots of 700 MHz spectrum rights that was first awarded at the 2017 spectrum auction by IMDA, with rollout plans currently underway. Of the three awarded lots, one lot was returned as part of network optimisation efforts.

Broadband Services

As at 30 June 2025, the StarHub Group is a market-leading ISP in Singapore and the StarHub Group's residential fibre broadband customer base totalled approximately 573,000 subscribers.

In April 2024, the StarHub Group launched the first in the market 5Gbps broadband plan for consumers. Equipped with the latest fibre technology, the plan allows customers to experience enhanced connectivity with less interference. The fibre broadband plans are delivered over the NBN (a pervasive, ultra-high speed, all-fibre broadband network), which enables the StarHub Group to offer smart home telecommunication solutions to its customers. In addition, by leveraging the internet exchange and multiple undersea cables within its fixed network infrastructure, the StarHub Group is equipped to deliver high-quality international connectivity to broadband customers in Singapore.

The StarHub Group further augments its broadband offering through bundling the latest hardware in the form of routers at no additional cost. State of the art routers allow customers to enjoy seamless connectivity to experience the fastest household broadband speeds on the market. For example, the latest WiFi 7 technology allows users to get up to 4.8 times faster than WiFi 6 to support efficient streaming of 4K/8K content, enhance gaming experiences and deliver stronger and more reliable connections for all upload and download needs.

Entertainment Services

The StarHub Group provides a wide range of Entertainment services, offering a comprehensive portfolio of 11 OTT brands, alongside a full suite of international TV channels of news, movies, entertainment, sports, music and education, and six complimentary local "free-to-air" TV channels. After the transition to StarHub TV+, customers have access to more than 100,000 hours of content and 11 popular OTT brands at their fingertips.

Over the past several years, the StarHub Group radically transformed its Pay TV business, first by migrating all its customers from cable to fibre and then changing the way it delivers content with the launch of its hybrid StarHub TV+ platform that integrates IPTV favourites with popular OTT brands. In 2024, the StarHub Group completed the transition of TV+ into a full OTT service and introduced TV+ PRO, co-developed with Bang & Olufsen, offering an immersive Dolby Atmos home entertainment experience. With these changes, customers are no longer confined to television screens and can consume content anytime and anywhere. The StarHub Group also offers Entertainment services to business customers using the IPTV platform.

GameHub+

In September 2024, StarHub expanded GameHub+ with a partnership to distribute the Ubisoft+ subscription across six Southeast Asian markets. Ubisoft+'s Premium (day-one access to new releases) and Classics (curated back-catalogue) are integrated with StarHub's GeForce NOW cloud-gaming service for play on virtually any device.

SafeHub+

The StarHub Group aims to give customers protection from everyday risks in their digital lives. This includes a comprehensive suite of innovative digital security products and services, ranging from protecting users from online threats, scams and malware to fuss-free travel insurance and hardware insurance to offer worry-free device care.

The suite of cybersecurity products offered to customers include CyberCover and CyberProtect. CyberCover is a cyber protection policy designed to provide financial support for Mobile and Broadband customers affected by cyber-bullying, identity theft, unauthorised transactions, and online purchases which are not delivered or do not match the product description. CyberProtect is an all-in-one online protection service which integrates malware/anti-phishing protection, browsing/banking protection and VPN access, plus family control – category based web filters, safe search, and screen-time limits (on Android devices), all manageable via a single app. Additionally, in 2025, StarHub introduced ScamSafe, a mobile app to help automatically block known scam and spam calls, and filter suspicious SMS before they reach customers.

StarHub has made further enhancements to SmartSupport, designed to provide customers with complete care for their mobile and portable devices, SmartSupport Plus. This enhanced device care provides customers with efficient 2-hour doorstep swaps/replacements, unlimited device swaps and unlimited refresh (diagnostics, deep clean, OS refresh, front screen replacement), 24/7 tech support and coverage across phones, earbuds, watches, handheld consoles, laptops and tablets.

Enterprise Business

Managed Services

Managed Services refers to StarHub Enterprise's information, communications, and technology solutions integrated with managed services and cybersecurity. This comprises end-to-end solution and service design, delivery and operations management, enterprise grade network, cloud and cybersecurity solutions and services. Managed Services employs a deep bench of developmental talents and has a strategic partnership ecosystem with various leading technology and services companies to provide bespoke solutions and services.

Growth in Managed Services is driven by the MDI platform, and StarHub Enterprise has already begun integrating advanced technologies such as AI, IoT, and advanced analytics into customised solutions with dashboarding options. Flagship projects such as the Punggol Digital District smart district and the borderless university collaboration with the National University of Singapore demonstrate how StarHub Enterprise co-creates with enterprise and government customers through design thinking to accelerate both digital and green transformation journeys.

Managed Services also offers managed data analytics and artificial intelligence solutions, leveraging data-driven insights to drive targeted business outcomes. StarHub Enterprise customers can have access to almost real-time understanding of the psychographic profiles of various population segments, ranging from geographic distribution to current interests and purchasing probabilities, allowing enterprises to anticipate customer needs and interaction preferences. This provides sharper, actionable insights for StarHub Enterprise customers and empowers their management to make targeted business decisions to grow business value creation and realisation.

As part of the Managed Services offering, StarHub's Enterprise Business leases and manages a portfolio of eight data centre facilities across Singapore and Malaysia which allow its enterprise customers to co-locate their private cloud and data storage equipment on its premises. It also offers direct connectivity services to various cloud service providers' infrastructure, which significantly reduces latency for enterprise customers' multi-cloud and hybrid cloud architecture across their regional and international locations. A variety of disaster recovery and business continuity options are also available to provide additional value to its enterprise customers.

Through Strateq and JOS Malaysia, the StarHub Group offers data-driven enterprise solutions embedded with cybersecurity, and delivers professional and managed services to organisations in Singapore and the region. Together with the regional subsidiaries now consolidated under its Regional Enterprise Business, StarHub Enterprise is amplifying the Managed Services offering across the region:

- *Strateq*. With over 30 years of proven track record, Strateq delivers fully-integrated digital capabilities in high-growth markets, including (i) proprietary software for the healthcare industry, (ii) petrol retail solutions, where it enjoys market leadership and longstanding partnerships with international oil majors, (iii) data centre and business continuity solutions where it was a market pioneer in Malaysia, (iv) enterprise system, where it has an established track record in large-scale IT infrastructure projects including government tenders, (v) enterprise business comprising IoT and customised data analytics, and (vi) sentry security utilising state-of-the-art surveillance equipment and artificial intelligence.

- *JOS Singapore and JOS Malaysia*. JOS Malaysia has a 30-year track record with extensive experience across industries and a broad customer base of more than 1,500 customers, including government agencies and blue-chip customers. Following the acquisition of the remaining minority stakes in 2023, the StarHub Group now holds 100% ownership of both JOS Singapore and JOS Malaysia. JOS Singapore has been fully integrated into StarHub Enterprise as of FY2024, while integration of JOS Malaysia and Strateq is progressing in FY2025. Focusing on complementary ICT services such as next-generation infrastructure, cloud computing, end user computing, cybersecurity and digital solutions, JOS Singapore and JOS Malaysia strengthen the StarHub Group's ICT capabilities, enterprise solution offerings and customer footprint across Singapore and Malaysia.

Enterprise Connectivity

Enterprise Connectivity refers to a range of data connectivity services. These include the Ethernet Leased Line, Low Latency Ethernet Leased Line, high bandwidth Super Direct Service (100G), MPLS Switch Ethernet, Enterprise Internet, IP Transit and Business Broadband services. Domestic Data also includes network-based cybersecurity solutions, such as managed clean pipe and SASE, that are complementary to StarHub's fixed connectivity services. In addition, StarHub provides direct and backhaul connections to many of the undersea cable systems that have a landing in Singapore and provides domestic delivery to their network equipment locations within Singapore. These services cater to both enterprise and wholesale clients.

Enterprise Communications and Wholesale

The Enterprise Communications and Wholesale ("**ECW**") portfolio delivers enterprise-grade voice and collaboration anchored on SmartSIP (SIP trunking to IP-PBX and UC platforms) and SmartUC (hosted UCaaS), complemented by managed hosted telephony, and 1800 toll-free services. ECW further provides corporate mobile plans, end-user device leasing and lifecycle services, M2M/NB-IoT SIM connectivity, and mission-critical voice to support secure, scalable communications for enterprises.

ECW services also include omni-channel messaging and guest experience solutions, such as managed Pay TV for hospitality, with integration across collaboration platforms and contact centre solutions. In addition, ECW offers 4G/5G edge solutions and network slicing targeting enterprises and government agencies, and a comprehensive carrier portfolio covering A2P SMS, interconnect (voice/SMS/data), international voice transit/IDD, inbound/sponsor roaming, and IPX/voice carrier services for OTT and wholesale partners.

Regional Cybersecurity Services

StarHub's subsidiary, Ensign, is the largest cybersecurity company in Asia and the only Singapore-based pure-play cybersecurity company with end-to-end capabilities comprising professional services, systems integration and managed security services. With a growing presence in Asia, Ensign is the result of the integration of several entities with complementary capabilities: (i) Quann World Pte. Ltd. (now known as Ensign InfoSecurity (Cybersecurity) Pte. Ltd.), a regional cybersecurity services provider; and (ii) EIS, a cybersecurity systems integrator specialising in the provision of security solutions, consulting and managed security services. Ensign is well-positioned to provide sophisticated end-to-end cybersecurity solutions to enterprises, industries and governments.

Enterprise Business Sales and Distribution

The sales and support teams for the Enterprise Business are divided into two segments – government and enterprise customers. To better address the industry-specific needs of its customers, client managers are assigned according to industry segments, namely, government, education, healthcare, financial services, hospitality & MICE, IT and media, manufacturing and professional services. StarHub Enterprise also has a dedicated team of service line sales specialists to provide deep domain expertise by various lines of businesses.

(D) COMPETITIVE STRENGTHS OF THE STARHUB GROUP

The StarHub Group believes that it possesses a number of competitive strengths that position it well to execute its business plan and strategies:

(1) Fully-Integrated Info-Communication and Entertainment Provider;

(2) Expanding Regional Enterprise Ecosystem;

(3) Rich Collaborative Culture & Strategic Partnerships;

(4) Market-Leading Connectivity with Regional Reach;

(5) Strong Brand Synonymous With Innovation & Superior Customer Experience;

(6) Strong Commitment to Sustainability;

(7) Strong Financial Profile; and

(8) Experienced Management Team and Talent Development.

The StarHub Group's vision is to harness digital innovation to improve everyday experiences and help businesses thrive, by making technology simpler, more human, customer-driven, intuitive, and inclusive.

(1) Fully-Integrated Info-Communication and Entertainment Provider

The StarHub Group is a fully integrated info-communication and entertainment service provider in Singapore and has been providing a comprehensive suite of Mobile, Broadband, Entertainment, Enterprise and Cybersecurity services through its advanced integrated network platforms since 2002. As at 31 December 2024, approximately one in every two households in Singapore is a StarHub customer.

A Single Platform for all connectivity and related services

The StarHub Group's holistic approach to portfolio management is reflected in its ability to deliver enhanced value and a seamless customer experience through the strategic bundling and convergence of its diverse range of products and services. This foundational strategy, introduced as "Hubbing" in 2002, positioned StarHub as a "one-stop" provider for both StarHub Consumer Business and Enterprise Business segments. The approach enabled the StarHub Group to generate multiple revenue streams from individual customer relationships, driving customer loyalty, increasing overall value per customer, and boosting operational efficiencies. It also facilitated greater cross-selling across the service portfolio and further cemented StarHub's brand equity in the market.

Over time, this strategy has continuously evolved, leveraging digital innovation to expand the breadth and depth of StarHub's offerings. The integration of digital verticals, such as SafeHub+, LifeHub+, and GameHub+, via the unified My StarHub App platform has diversified revenue streams and extended StarHub's reach beyond its core customer base. Key services like SmartSupport and CyberProtect have been made available to non-StarHub customers, significantly broadening market access and reinforcing the StarHub Group's role as an essential enabler of digital lifestyles.

The success of this bundling approach is evident in marked improvements across several key performance metrics:

- Customers subscribing to bundled services exhibit up to 8× lower churn rates.
- Subscription tenure for bundled customers is 37% longer than for standalone service users.
- ARPU for combined offerings exceeds that of individual products by more than 3×.

These outcomes underscore the deep integration of StarHub's solutions into customers' daily lives, substantially increasing customer lifetime value and supporting the StarHub Group's sustained growth ambitions. StarHub aims to be at the forefront of value creation within the digital economy through this disciplined strategy of product and service convergence.

Differentiated Products and Services

A key driver of the StarHub Group's growth has been its ability to consistently differentiate itself from its competitors through products and services innovation. The StarHub Group has pioneered several firsts in Singapore and, in recent years, continued to strengthen its position through:

1. Connectivity Leadership

Over the past three years, StarHub has reinforced its position as a network leader through targeted investments and first-to-market innovations. In 2022, the StarHub Group accelerated the

deployment of its 5G network, earning multiple Opensignal awards that recognised StarHub's superior speed and customer experience. Building on this momentum, 2023 saw StarHub advance its 5G SA core network capabilities, elevating the StarHub Group to the upper tier amongst Singapore's MNOs.

A pivotal milestone was achieved in 2024 when StarHub delivered nationwide 99% outdoor 5G coverage, entrenching its leadership in next-generation connectivity. That same year, the StarHub Group introduced eSIM capabilities across all brands, simplifying multi-line and travel connectivity management for customers through digital innovation.

StarHub also remained at the forefront of fixed broadband development during this period. The launch of Singapore's first 5Gbps household broadband plan, alongside its comprehensive portfolio of 1Gbps, 3Gbps, and 10Gbps offerings, strengthened StarHub's reputation for delivering robust, high-speed connectivity to consumers and households.

These developments underscore StarHub's long-term commitment to network excellence, digital enablement, and sustained market leadership.

2. Next-Generation Security and Enterprise Connectivity

StarHub has continued to expand its enterprise connectivity and security offerings. In 2022, the StarHub Group integrated MyRepublic Broadband into its enterprise and broadband ecosystem, strengthening its footprint. In 2023, StarHub expanded its Smart City projects and enterprise customer base. In 2024, it launched Quantum Encryption-ready network services — the first of its kind in Singapore — giving enterprises future-proof protection against quantum computing threats. The StarHub Group also introduced Low Latency Data Centre Connect in collaboration with Global Switch, delivering a purpose-built fibre network with minimal hops for mission-critical workloads, alongside a new Cybersecurity Awareness Training Platform for enterprise customers.

3. Digitalisation & Customer Experience

Across 2022 to 2025, StarHub invested in digitalisation to improve customer experience. In 2022, it enhanced its SafeHub+ offerings for consumers, providing new cyber protection tools. By 2023, further Opensignal network quality awards validated StarHub's customer-centric connectivity strategy. The StarHub Group has also embedded AI-powered chatbots, predictive analytics, and recommendation engines into its digital platforms, and introduced new accessibility features — such as text-to-speech, adjustable text size, high-contrast mode, and closed captions — into the StarHub app, making it more inclusive and easier to use for all customers.

4. Entertainment & Sports Leadership

StarHub's entertainment strategy has been reshaped over the past three years. In 2022, it secured the six-year exclusive Premier League rights for 2022 to 2028, a landmark achievement that reinforced its "Home of Sports" positioning. In 2023, StarHub continued to strengthen its OTT strategy with further integration of StarHub TV+ into its platform. In 2024, it fully transitioned StarHub TV+ into an OTT service and launched the TV+ PRO box (developed with Bang & Olufsen) featuring Dolby Atmos. In 2024, StarHub was the only broadcaster to carry the NBA season, and secured the rights to telecast the FA Cup, adding to its premium sports content. This premium sports line-up was further enhanced by the ongoing innovation of its viewing features, including Watch Party for shared viewing experiences, split-screen capabilities, and comprehensive on-demand replay options — meeting evolving customer expectations for engagement and flexibility.

5. Protection, Lifestyle & Gaming Ecosystem

StarHub has steadily built a digital lifestyle and gaming ecosystem. In 2022, it launched GeForce NOW Powered by StarHub, becoming the first in Southeast Asia to bring NVIDIA's cloud gaming

service to market, and introduced SafeHub+ consumer protection with CyberCover and CyberProtect. In 2023, it continued to expand its entertainment and gaming ecosystem through strategic content and service bundles. In 2024, StarHub launched LifeHub+, a digital health and wellness platform offering services from partners like Speedoc, Nutrition Kitchen, and Doctor Anywhere. At the same time, GameHub+ broadened its portfolio with partnerships with CareGame and OnMobile Global, adding over 100 mobile titles, complementing GeForce NOW.

6. Multi-Brand, Multi-Segment Strategy and Data Solutions

From 2022 to 2025, StarHub has innovated around customer affordability, segmentation, and data insights. In 2022, the StarHub Group expanded HubBundle offerings with Disney+ and Netflix, while reinforcing its multi-brand strategy with *giga!* and the integration of MyRepublic Broadband. In 2023, StarHub continued strengthening *giga!*'s fully digital experience and expanded regional enterprise capabilities with JOS Singapore and JOS Malaysia. In 2024, StarHub launched UltraSpeed bundles with Entertainment options like live TV, sports channels, Netflix, Prime, Disney+ and HBO MAX. The multi-brand portfolio also expanded with the launch of *eight*, a value-segment MVNO. On the enterprise front, StarHub partnered with SBS Transit to roll out the Rail Incident Management System (RIMS) and scaled its SmartHub data analytics unit to deliver insights across tourism, public safety, retail and infrastructure planning.

(2) Expanding Regional Enterprise Ecosystem

The StarHub Group has fully integrated JOS Singapore, with the integration of JOS Malaysia and Strateq underway in FY2025, further strengthening its regional enterprise ecosystem. Together with Ensign, the region's largest pure-play cybersecurity service provider, these subsidiaries are scaling StarHub's MDI platform across Southeast Asia. By combining advanced connectivity, cloud, and cybersecurity capabilities with green digital solutions, including green data centres and renewable energy adoption, StarHub is well-positioned to capture both digital transformation and sustainability-led opportunities across the region. Strateq continues to secure significant projects in Malaysia's oil and gas and public sectors, further enhancing the StarHub Group's regional presence. The Enterprise Business, comprising the Regional Enterprise Business and Regional Cybersecurity Services segments, remains a key growth engine for StarHub.

Regional Cybersecurity Services

The Regional Cybersecurity Securities segment is anchored by Ensign, which was formed in 2018. Ensign is the region's largest pure-play cybersecurity service provider, offering end-to-end solutions to address varying customer needs from advisory and assurance services, architecture design and systems integration services, and managed security services for advanced threat detection, threat hunting, and incident response. Underpinning these competencies is Ensign's R&D arm, Ensign Labs, which develops innovative, bespoke and patented solutions against advanced threats, including the launch of Aletheia in 2024, a deepfake detection solution with industry-leading accuracy. Ensign continues to be a leading cybersecurity partner to Singapore government agencies and large corporates, while expanding its regional footprint across Malaysia, Hong Kong, South Korea, Indonesia and Australia, and gaining global recognition as the only Asia-Pacific firm ranked in the top 10 of MSSP Alert's Global Top 250 Managed Security Service Providers in 2024.

(3) Rich Collaborative Culture & Strategic Partnerships

The StarHub Group embodies a collaborative culture and believes in forging strategic partnerships to drive an efficient business model. StarHub led the industry with Singapore's first network collaboration, sharing the 5G network radio with another MNO to harness cost and network efficiencies while retaining full-service differentiation.

In line with StarHub's strategy, the Consumer Business has signed a multi-year exclusive partnership with The Premier League and in 2024 expanded its content portfolio with Warner Bros. Discovery's Max and exclusive rights to the 2023–2024 NBA season. These partnerships allow StarHub to offer exclusive experiences across its customer base in Singapore, further strengthening market differentiation and customer engagement.

Partnerships are a cornerstone of the Enterprise Business to expand its suite of 3C's offerings to customers:

- In September 2025, StarHub and Vectra AI Launch AI-Powered Threat Detection for Enterprises in Singapore.

- In December 2024, StarHub Strengthens Collaboration with Infosys Compaz for Next-generation Technology Solutions.

- In July 2024, StarHub elevated its benchmark for enterprise service management through a strategic partnership with ServiceNow. The collaboration saw the integration of StarHub Enterprise Solutions with the ServiceNow Platform and encompassing Service Bridge and AIOps on Cloud Infinity.

- In May 2024, StarHub Enterprise collaborated with Global Switch, an owner, operator and developer of large-scale, carrier and cloud-neutral data centres in Asia-Pacific and Europe on Low Latency Data Centre Connect in Singapore.

- In May 2024, StarHub launched the Cybersecurity Awareness Training Platform for its StarHub Enterprise customers. The Cybersecurity Awareness Training Platform aims to arm organisations of all sizes with the knowledge and tools necessary to combat the ever-evolving landscape of cyber threats.

- In January 2024, StarHub introduced Singapore's first one-stop cybersecurity solution, to help enterprise customers develop stronger immunity against cyber-attacks. StarHub CyberSecure Business Solution is a one-stop managed service that integrates cyber solutions through partnerships with industry heavyweights Ensign, Palo Alto Networks and Veeam.

- In January 2023, StarHub announced that it has embarked on a Cloud Infinity transformation to boost the delivery, scalability and performance of StarHub services while reducing costs of operating the network business. While cloudifying its network functions, StarHub has collaborated with leading service providers AWS, Google Cloud, NAVER as well as Nokia to jointly develop ultra-low latency cloud, communication, and entertainment services.

- In April 2022, in partnership with Cisco, StarHub Enterprise launched Managed SD-WAN, an application-aware overlay that monitors the real-time performance characteristics of underlying networks, providing optimal traffic routing and enabling customers access to efficient bandwidth usage and optimised application performance without compromising on data security.

- StarHub Enterprise has partnered several industry leaders, such as Cisco, Hewlett Packard, Huawei, Microsoft and Palo Alto Networks to offer a range of on-premises and cloud-based enterprise solutions. These solutions include enterprise network services, converged collaboration applications, cybersecurity tools and enterprise grade productivity software.

(4) Market-Leading Connectivity with Regional Reach

Over the years, the StarHub Group has built a robust regional data network to support the needs of enterprises operating in the region and global internet peering network with both telecom operators and cloud service providers to enhance the performance of its consumer and enterprise internet services in Singapore. The StarHub Group has done so by leveraging investments made in major submarine cable systems. These include the Asia Pacific Cable Network 2 (the "**APCN2**"), the Asia-America Gateway (the "**AAG**"), the Asia Submarine-cable Express (the "**ASE**") and the Asia-Pacific Gateway (the "**APG**") cable systems. In particular, the AAG, a 20,000-kilometre high-bandwidth fibre-optic submarine cable system linking the Southeast Asian region directly to the U.S., is an important strategic asset of the StarHub Group. The launch of the AAG placed the StarHub Group firmly on the map as a credible provider of

international connectivity and services between the Southeast Asian region and the U.S. The StarHub Group is able to deliver seamless direct links to many countries across Asia and to the U.S. more reliably and efficiently, while at the same time supporting the ongoing growth in demand in broadband capacity both domestically and internationally. Please refer to the section "*Infrastructure and Networks – Submarine Cables*" below for further details.

The StarHub Group believes that its strategic investments in the selected international submarine cable systems provides it with an efficient cost structure to support the growing demand in international capacity as data traffic grows due to the increase in mobile smart devices (such as smartphones and tablets) and adoption of fibre broadband services in Singapore, with the commercial availability of the NBN. These submarine cable systems are efficient and of higher capacity using advanced 100G/400G optical networking technology. With these cables, the StarHub Group can incorporate designs using traffic engineering to route data traffic on different cables to achieve efficiency and diversity and meet the demands of broadband-heavy enterprises that require high-quality, resilient connectivity throughout Asia and the U.S. These submarine cables also provide a direct link from Singapore to the respective countries via efficient routes, being shorter routes and/or routes which avoid disaster-prone areas, which minimise network latency and enhance network reliability, factors which are crucial for servicing many businesses with time-critical transactions needs and reliability requirements.

Spare capacity in these submarine cable systems is also leased to other telecom and cloud service providers to connect their data centres in the region over the last few years though the StarHub's Group's Wholesale division.

(5) Strong Brand Synonymous with Innovation & Superior Customer Experience

Widely-Recognised Household Brand

StarHub is a leading homegrown company that has successfully built a well-known brand amongst Singaporeans for more than 25 years, approaching three decades. StarHub is focused on providing a world-class digital experience, diverse products and services for its customers and puts its customers at the heart of everything that it does.

StarHub has continued to achieve significant milestones across sustainability, technology, and customer engagement. In January 2023, it was named the World's Most Sustainable Telco (fixed and wireless), ranking 34th among the most sustainable companies worldwide in the Corporate Knights Global 100, and the following month, it became the first telco in Singapore to launch 10Gbps broadband with StarHub UltraSpeed. In 2024, the company was again recognised by Corporate Knights as the World's Most Sustainable Wireless Telecom, achieved over 99% nationwide outdoor 5G coverage, and was ranked 184th in the inaugural FORTUNE Southeast Asia 500.

Most recently in 2025, StarHub was named the World's Most Sustainable Wireless Telecom Provider for the third consecutive year in the Corporate Knights Global 100, placed 258th in TIME and Statista's list of the World's Most Sustainable Companies, and climbed to 187th in the FORTUNE Southeast Asia 500. In August 2025, StarHub also completed the acquisition of MyRepublic Broadband, further strengthening its market position and enhancing its service offerings.

Alongside its sustainability leadership, StarHub has also been recognised for technology innovation and excellence. At the Enterprise Tech Awards 2025, it was named *Telco of the Year* and honoured for *Outstanding AI Project or Solution*. At the Singapore Business Review Technology Excellence Awards 2025, StarHub took home the win in the *Connectivity – Telecommunications* category, underscoring its role in delivering cutting-edge infrastructure for businesses and consumers.

StarHub's efforts in branding, customer service and marketing have also won regional acclaim. At the Effie Singapore Awards 2025, the company clinched Bronze in the *Internet, Telecom &*

Software category, while at the Hashtag Asia Awards 2025, it secured Silver for *Best Real Time Response*/*Newsjacking*. Its digital brand *giga!* earned Silver for *Most Effective Use – Customer Acquisition* at the MARKies Awards 2025, and StarHub's entertainment campaigns were recognised with a Silver for *Best PR Campaign: Entertainment* at the PR Awards 2025.

Please refer to the section "*Key Awards*" below for further details.

The StarHub Group's branding strategy continues to be one of its key strengths in the highly competitive info-communication industry. The StarHub Group will continue to build upon its strong brand equity to differentiate itself from its competitors and to continue to expand its reach to both consumers and business partners.

Market-Leading Customer Experience

The StarHub Group's Customer Experience ("**CX**") team champions how the StarHub Group designs, delivers and continuously improves the end-to-end journeys that matter most to its customers. The CX team produces customer insights and shapes journey designs, which serve as the anchor for cross-functional initiatives, aligning resources and accountability to deliver measurable improvements in satisfaction and business performance.

The StarHub Group tracks customer experience through the Engagement and Satisfaction Score (ESS) framework which incorporates Net Promoter Score, Customer Satisfaction Score, and open-ended feedback. StarHub builds advanced AI models that automatically analyses customer feedback from multiple sources and classifies them into actionable insights. These insights are prioritised each month in the Voice of Customer forum, ensuring that the most critical friction points are addressed quickly while long-term opportunities are built into StarHub's roadmaps. This gives a disciplined, data-driven way to steer both customer outcomes and operational efficiency.

Beyond iterative improvements, the CX team drives innovation by researching and designing new experiences and features through design thinking. By engaging directly with customers, prototyping rapidly and testing iteratively, it ensures solutions are grounded in human insight and business impact and shifts from reactive problem-solving to proactively shaping the future of StarHub's customer experience.

The StarHub Group continues measuring its efficiency in meeting customers' requests through its contact centre and Hub Troopers – a dedicated team of technical experts in home networking and home entertainment solutions. The StarHub Group quantitatively and qualitatively tracks how quickly customer issues are resolved, as this is closely correlated with customer satisfaction. In addition, by leveraging its proprietary data analytics system, the StarHub Group is able to monitor real-time customer sentiments on specific products, services and/or touchpoints, thereby improving the promptness and accuracy of its business decisions.

Retail and Service Transformation

StarHub's retail presence has been undergoing a transformation in line with the group wide transformation and brand refresh. As part of this evolution, StarHub moved away from its iconic green, blue and yellow logo after more than 20 years, adopting a vibrant neon spring green that better reflects its forward-looking identity.

StarHub's retail shops serve as an integral channel to elevate customer engagement and bring the brand closer to the community. Over the years, StarHub has refreshed several of its key outlets, including major renovations at Plaza Singapura and NEX, which introduced a fresh new look and customer experience. Most recently, the transformation is exemplified by the opening of a flagship store at Paragon, which reimagines retail as a space for customers to explore StarHub's full suite of services, engage with technology and enjoy a more personalised experience.

The My StarHub App and the online store are continuously reviewed and improved to enhance the customer journey, reducing the amount of time spent to complete a transaction and enhancing the user experience.

At the contact centre, the StarHub Group has introduced a dynamic Interactive Voice Response System, where the menu can be personalised according to the caller's profile. Additionally, customers receive a feedback survey immediately after every call via SMS and their responses are displayed to the frontliner who handled the call, creating a culture of ownership and accountability among StarHub's customer-facing personnel.

(6) Strong Commitment to Sustainability

StarHub has consistently been recognised in the Corporate Knights Global 100 rankings as one of the world's most sustainable wireless telecommunications providers and Singapore's most sustainable telco. It was ranked 72nd globally in 2022, 34th globally in 2023, placed 80th globally in 2024, and most recently ranked 73rd globally in 2025. These accolades reaffirm StarHub's leadership in embedding sustainability into its strategy and operations. As a leading homegrown company that delivers world-class communications, entertainment, and digital services, the StarHub Group is able to leverage technology to create a better world enabled by digital solutions, while driving positive change and fostering a society in which everyone can benefit from digitalisation. With sustainability as an integral part of its business strategy, the StarHub Group has redefined a four-pillar framework: (i) sustainable business and growth, (ii) digitalisation and security, (iii) our people and communities, and (iv) responsible business and value chain. This framework prioritises StarHub's sustainability approach and efforts to create long-term value for its business, people, economy and the environment.

Environmental

The StarHub Group is committed to reducing its environmental impact, and has set near-term and long-term net-zero greenhouse gas emissions reduction targets, validated by the Science Based Targets initiative (SBTi) in 2023. The StarHub Group is on track to achieve a 50% reduction in Scope 1 and 2 emissions and 30% renewable energy adoption by 2030, having already reduced emissions by 16.7% from its 2021 base year and increased its renewable energy consumption to 17.2% of its total electricity use as of FY2024.

Plans to improve energy efficiency using technology have already been implemented, with StarHub's data centres achieving Power Usage Effectiveness (PUE) levels of 1.69 and 1.52, better than IMDA's GMDC:2019 certification threshold for existing data centres, with a roadmap in place to meet tighter GMDC:2024 criteria. In addition, the StarHub Group continues to advance circular economy initiatives, such as device lifecycle management and recycling programmes, while engaging employees and customers to embed sustainability across its ecosystem.

Social

From a social perspective, the StarHub Group continues to work with various organisations that support disadvantaged youths and families in the areas of digital inclusion. Each year, the StarHub Group supports a number of community causes with a view to investing towards a stronger and more resilient community. In 2024, the StarHub Group contributed over S$800,000 in cash donations and in-kind sponsorships, reaching close to 11,000 beneficiaries including Central Singapore CDC, Community Chest, Care Corner Singapore, Metta Welfare Association, Autism Resource Centre and many more.

The StarHub Group also promotes fair employment, equity, diversity and inclusion, workplace safety, and employee health and mental well-being. The StarHub Group is a signatory member of Singapore's Tripartite Alliance for Fair and Progressive Employment Practices (TAFEP), and has committed to upholding guidelines that promote merit-based hiring, fair treatment and workplace diversity and ensuring its employment practices are free from bias and discrimination. In 2024, StarHub received the Progressive Wage Mark certification from the Ministry of Manpower of

Singapore in recognition of its support for lower-wage employees. The StarHub Group also redesigned its corporate office and introduced a new workplace compact to promote greater collaboration, co-creation, and connectivity among employees while achieving a 97% employee training participation rate to build a digitally skilled and future-ready workforce.

Governance

In terms of governance, maintaining high standards of integrity is paramount to the StarHub Group in building trust and confidence with its stakeholders. The StarHub Group has a zero-tolerance policy against ethical and legal violations and remains committed to strengthening its cybersecurity and data protection frameworks and practices. The StarHub Group has instituted policies and procedures to guide employees on business conduct and provides accessible reporting channels for employees and external parties. As a testament to its sustainability efforts, StarHub has been ranked among the top 50 companies on the Singapore Governance and Transparency Index from 2013 to 2024, and listed as a component stock of four sustainability indices: SGX iEdge Singapore Low Carbon Index, iEdge-OCBC Singapore Low Carbon Select 50 Capped Index, and the FTSE4Good Index series.

(7) Strong Financial Profile

Over the last decade, the StarHub Group has successfully diversified its income streams, expanding beyond its Consumer Business. The Consumer Business has expanded its income streams beyond traditional connectivity and hardware to include new adjacent verticals, such as OTT, cloud gaming, lifestyle and cybersecurity products. Through this strategy, many of these, including SafeHub+ (consumer cyber protection and insurance) and LifeHub+ (health and wellness services), are already offered via My StarHub App platform, accessible to both existing and new customers. The Enterprise Business has recorded YoY annual growth, driven mainly by the growth in Managed Services along with the Cybersecurity services segment comprising Ensign that was formed in 2018. This expansion not only diversifies the StarHub Group's income streams but also extends its geographical footprint beyond Singapore, while the StarHub Group continues to evaluate future synergistic and accretive M&A opportunities to strengthen its Enterprise Business.

The StarHub Group also remains disciplined in managing expenditure and in August 2025 embarked on a cost optimisation programme spanning the next 24 months. The four main cost buckets identified include: Legacy Decommissioning, Network Automation, Systems Rearchitecture and Business Simplification.

Additionally, the StarHub Group has a dividend policy to distribute at least 80 per cent. of net profit after tax attributable to shareholders (adjusted for one-off, non-recurring items), payable on a semi-annual basis.

(8) Experienced Management Team and Talent Development

The StarHub Group's experienced management team and employees are the bedrock of its current and future successes. Many of its executives have extensive leadership experience in the info-communication and media industries across multiple geographies, and the StarHub Group believes that it has the management strength and leadership to expand its operations and implement its business strategies. Please refer to the section "*Directors and Management – The Management of StarHub*" below for further details.

The StarHub Group's talent management strategy involves strengthening its executive pool of leadership by creating a pipeline of future executives and leaders through identification and development of talent at various levels of the organisation. The StarHub Group's talent development focus is to be targeted and accelerated. The StarHub Group is committed to building a strong leadership pipeline by identifying key talent and preparing them for future leadership roles. Tailored development plans allow these individuals to gain the skills, experiences and perspectives needed to drive business growth and sustain organisational

resilience. Continuous support from their line manager and senior leadership team will ensure their application and ultimately, change in behaviour that results in business impact.

As the StarHub Group develops its leadership pipeline, it places equal emphasis on building diversity. Female talent is strongly represented among high-potential employees, with growing opportunities to take on larger portfolios and leadership roles.

(E) INFRASTRUCTURE AND NETWORKS

The StarHub Group provides its services over its fixed, mobile, broadband and IP platforms. It operates an extensive, high-capacity nation-wide fibre-optic network that delivers fixed connectivity, entertainment services, voice services, internet access services and global managed services.

The StarHub Group became the first operator in Singapore to launch its 5G NSA network in 2020, and achieved 99% outdoor coverage for 5G services via SA architecture using the 2.1 GHz and 3.5 GHz spectrums in FY2024. This has enabled customers to enjoy seamless and faster network speeds and new digital services, such as augmented reality for entertainment, education and healthcare, and also provide an opportunity to deliver IoT for a smarter society.

Mobile Network

The StarHub Group's mobile customers enjoy wide coverage throughout Singapore. The StarHub Group delivers mobile voice and data services through its 4G LTE-Advanced and 5G network. The 2G networks ceased operations in April 2017. In February 2024, StarHub achieved over 99% outdoor 5G coverage in Singapore, delivering up to ten times faster internet speeds for seamless streaming, ultra-fast downloads and low-latency cloud gaming. StarHub's 5G network continues to be recognised by the industry, winning 5G Video Experience, Download Speed, Upload Speed, and Consistent Quality in the Opensignal Singapore Mobile Network Experience Awards (December 2024). In line with its commitment to deliver seamless and reliable network experience to customers, StarHub has achieved extensive 5G indoor coverage for more than 1,000 buildings and also completed 5G coverage in MRT stations and road tunnels in FY2025. StarHub has achieved extensive 5G indoor coverage by using New Radio 2.1 GHz and is committed to further enhancing its 5G inbuilding coverage and capacity by adding more New Radio 3.5 GHz small cells in FY2025. StarHub successfully retired the 3G network in November 2024, which freed up existing spectrum. Coupled with the 700 MHz spectrum launching in 2026, this will optimise spectrum efficiency. StarHub intends to accelerate efforts to enhance its mobile network coverage and performance by improving indoor penetration and outdoor reach, and expand its network capacity to position StarHub as a preferred provider.

International Roaming

As at 31 December 2024, the StarHub Group's international roaming coverage spans more than 400 destinations in more than 200 countries. The StarHub Group provides 4G roaming coverage in more than 120 destinations and offers Voice over Long-Term Evolution in over 50 destinations. Additionally, for 5G NSA, the StarHub Group covers more than 70 destinations.

Fixed Network

The StarHub Group also offers a wide range of data and voice fixed network services. Please refer to the section "*Principal Business Groups and Activities – Principal Products and Services*" above for further details. These services are provided over the StarHub Group's fixed network.

The StarHub Group's fixed network is a fibre-optic network based on Dense Wavelength Division Multiplexing ("**DWDM**") and Packet-Centric Transport Network technologies. This network delivers high-quality circuits with ring protection to corporate customers who require good quality of service and stringent service level agreements. The fibre-optic fixed network, built over more than two decades, now extends to more than 13,000 kilometres of fibre and directly connects

approximately 2,151 commercial buildings in Singapore as at 31 December 2024. The fibre network, along with digital microwave links, provides high capacity backhaul to the StarHub Group's 5G and 4G base transceiver stations. It also connects the StarHub Group's domestic core network with its extensive international network. Additionally, the StarHub Group owns the backhaul fibre and co-locate network terminating equipment used in most submarine cable landing stations in Singapore.

International Networks

The StarHub Group's international network provides international connections with overseas carriers to support both its voice and non-voice services. It is directly connected to more than 45 carriers in 20 countries, including the U.S., Australia, Japan, China, Hong Kong, Taiwan, Korea, Thailand, Vietnam, Philippines, Malaysia, Brunei, India, Bangladesh and the United Kingdom. This set-up provides connections from Singapore to the rest of the world.

With fixed data coverage in Asia Pacific and the rest of the world, the StarHub Group has more than 12.9 Tbps of international capacity and it also holds a Section 214 Authorisation in the U.S. and a Unified Carrier licence in Hong Kong.

Submarine Cables

The StarHub Group's international connectivity networks ride on a multitude of submarine cables. Some of these submarine cables are cable systems which the StarHub Group owns or invested in as a consortium operator (the APCN2, the AAG, the ASE and the APG) while others, used for diversity, are largely capacities on cable networks which the StarHub Group purchased which includes the indefeasible rights to use (including Unity cable system).

The StarHub Group invests in selected international submarine cable systems to provide it with an efficient cost structure to support the growing demands in international capacity resulting from the growth of data traffic. These investments include the APCN2, the AAG, the ASE and the APG.

APCN2

The APCN2 is a 19,000-kilometre ring cable system linking China, Hong Kong, Japan, Korea, Malaysia, the Philippines, Singapore and Taiwan in a ring configuration. As APCN2 is the main high-capacity submarine cable interconnecting these countries, the cable consortium members have deployed 100G technologies in this cable system, which is essential to cater to the increasing bandwidth demand from fixed and mobile broadband services.

AAG

The AAG is a 20,000-kilometre high-bandwidth fibre-optic submarine cable system linking the Southeast Asian region directly to the U.S. The StarHub Group was appointed as its landing party in Singapore and the AAG was landed at StarHub's first landing station in Changi in May 2008. The landing of the AAG allowed the StarHub Group to meet the demands of broadband reliant enterprises that require high-quality, resilient connectivity throughout Asia and the U.S. It enhanced the StarHub Group's international connectivity through collaborations with members of the AAG consortium and placed it firmly on the map as a credible provider of international connectivity and services between the Southeast Asian region and the U.S.

The AAG is a cable system in Singapore that links directly to the U.S. Built by a 19-member consortium at an overall cost of US$500 million, the AAG also connects Malaysia, Brunei, Hong Kong, the Philippines, Thailand and Vietnam. Designed to provide multi-Tbps bandwidth, the AAG also utilises DWDM technology, which enables it to provide upgradeable future-proof and scalable transmission facilities that support internet and e-commerce traffic. Besides providing additional bandwidth capacity, the AAG also provides an alternative and more secure link for data traffic from the Southeast Asian region to the U.S. This route was designed to avoid the volatile

and hazardous Pacific Ring of Fire, thus mitigating the effects of natural disasters which have previously damaged submarine cable systems, resulting in major disruptions to international Internet links.

ASE

In 2011, the StarHub Group invested in the ASE, an undersea cable system. The ASE was constructed to provide a direct, high-speed data link between Singapore and Japan. Designed to avoid disaster-prone areas such as the Bashi Channel located south of Taiwan, the 7,200-kilometre undersea cable network also connects to Hong Kong, Japan and the Philippines. This collaborative project was undertaken with regional telecommunication companies, such as Japan-based NTT DOCOMO BUSINESS, Inc. (formerly known as NTT Communications Corporation) and Philippines-based The Philippine Long Distance Telephone Company.

The ASE incorporates 100G/400G optical networking technologies and can carry more than 40 Tbps of data. The ASE has a short route to link Singapore to Japan to minimise network latency, which is crucial for servicing many businesses with time-critical transactions needs.

APG

In 2009, the StarHub Group joined a consortium comprising major Asian telecommunications companies that agreed to jointly plan and develop a proposal to build an international submarine cable system in the Asia Pacific region.

The cable system, known as the APG, was launched in 2016. It is a 10,400-kilometre submarine cable network system that links nine countries and regions in Asia Pacific with a capacity exceeding 80 Tbps. The APG has connection points in China, Hong Kong, Japan, Korea, Malaysia, Singapore, Taiwan, Thailand and Vietnam.

Autonomous Network

Since the launch of Cloud Infinity transformation 2023, StarHub is progressively enabling AIOps use cases and continuously enhancing network operations using Data, AI and Automation towards autonomous operations. With the construct of AI-enabled platforms in network domains, StarHub has empowered operation and customer support teams with greater observability, management and assurance, improving overall operational efficiency and user experience.

Greater Adoption of Cloud and Micro-Services

StarHub is rapidly evolving its network architecture to leverage on cloud computing and micro-services to stay competitive and meet the increasing demand for digital services. In the past, telcos generally relied on monolithic and siloed hardware-centric infrastructure that was typically costly to operate and slow to scale.

Cloud adoption enables StarHub to virtualise its network functions and install them on shared hybrid-cloud infrastructure, improving cost efficiency and quicker go-to-market. Micro-services complement this transformation with enhanced scalability, resiliency and cybersecurity. StarHub intends to continue to evolve its cloud infrastructure to support micro-services and migrate its applications to take advantage of the greater value that it brings.

Cyber Defence

StarHub builds and operates CII, providing essential services, and is a prime target for cyber-attacks. As the network digitises, the attack surface grows exponentially, and so do the challenges in protecting the network infrastructure and confidential data.

On this front, StarHub is investing to introduce new security platforms, re-architecting its core infrastructure, to strengthen its cybersecurity posture and detection capabilities.

(F) KEY AWARDS

The StarHub Group has received several awards and certifications:

2025 Awards & Certifications

Advertising / Branding / Customer Service / Marketing

Effie Singapore Awards 2025

- Bronze for Internet, Telecom & Software

Hashtag Asia Awards 2025

- Silver for Best Real Time Response/Newsjacking

MARKies Awards 2025

- *giga!*: Silver for Most Effective Use – Customer Acquisition

PR Awards 2025

- Silver for Best PR Campaign: Entertainment

Corporate

Ranked 258th in TIME and Statista's list of the World's Most Sustainable Companies of 2025

Ranked 187th in the FORTUNE Southeast Asia 500

Named as the World's Most Sustainable Wireless Telecom Provider in the 2025 Corporate Knights Global 100

IMDA

- Data Protection Trustmark (DTM) certification

BCA-HPB Green Mark for Healthier Workplaces

- Green Mark Platinum certification

Workplace Safety and Health Council of Singapore

- bizSAFE Level 3 certification

Ministry of Manpower Singapore

- Progressive Wage Mark certification

Cisco

- Cisco Premier Provider certification
- Cisco Powered Webex Contact Center (CC) specialisation

Technology

Opensignal's Singapore Mobile Network Experience Awards (June 2025)

- Winner for Video Experience
- Winner for Download Speed Experience
- Winner for 5G Upload Speed

Enterprise Tech Awards 2025

- Telco of the Year
- Outstanding AI Project or Solution

Singapore Business Review Technology Excellence Award 2025

- Winner in the Connectivity – Telecommunications category

2024 Awards & Certifications

Marketing And Customer Service

The Straits Times Singapore's Best Customer Service 2024/2025

- *giga!*: First Place for Online Services and Digital Products – Mobile Carriers and Telecommunications

MARKies Awards 2024

- *giga!*: Silver Award for Most Effective Use – Out-of-Home

Creative Circle Awards (GONG)

- *giga!*: Bronze Award for Best Use of Outdoor Screens
- *giga!*: Silver Award for Breakthrough on a Budget

Technology

Opensignal's Singapore Mobile Network Experience Awards (December 2024)

- Winner for Video Experience
- Winner for Download Speed Experience
- Winner for 5G Upload Speed
- Winner for Consistent Quality

Opensignal's Global Mobile Network Experience Awards (February 2024)

- Winner for Games Experience (Group II)
- Winner for Video Experience (Group II)

Corporate

The Edge Singapore Billion Dollar Club 2024

- Highest Weighted ROE over Three Years – for Technology Equipment + Telecommunications

Services Sector

Securities Investors Association (Singapore) Investors' Choice Awards 2024

- Singapore Corporate Sustainability Award (Big Cap category)
- Most Transparent Company (Communications category)

Singapore Corporate Awards 2024

- Bronze Award for Best Annual Report

People's Association Community Spirit Awards 2024

- Excellence Award

Alpha Southeast Asia's 14th Institutional Investor Corporate Awards 2024

- #3 in Strongest Adherence to Corporate Governance
- #4 in Most Organized Investor Relations
- #5 in Best Senior Management Investor Relations Support

2023 Awards & Certifications

Advertising / Branding / Customer Service / Marketing

Marketing-Interactive's The Loyalty & Engagement Awards 2023

- *giga!*: Silver for Best Loyalty Strategy – eCommerce
- *giga!*: Silver for Best Customer Experience
- StarHub: Bronze for Best Loyalty Strategy – Telecommunications

Asia eCommerce Awards 2022

- 1 Gold (*giga!*): Best eCommerce Campaign – Social Media
- 3 Silver (*giga!*): eCommerce Team of the year; best eCommerce Campaign – Email; Best in eCommerce Brand – Electronics & Gadgets
- 2 Bronze (*giga!*): Best Use of UI/UX Design; Best eCommerce Loyalty Programme

Asia-Pacific Stevie Awards 2023 for Sales and Customer Service

- Innovation in Customer Service – Telecommunications Industries

HMW + Hardwarezone.com Tech Awards 2023

- Winner: Best Pay TV Service Provider (Singapore)

Technology

Opensignal's Singapore Mobile Network Experience Report (November 2023)

- Winner of the Video Experience Award for the third report in a row
- Winner for Live Video Experience
- Winner for Games Experience Award for the fifth report in a row
- Winner for Download Speed Experience award for the seventh report in a row
- Outright winner for Consistent Quality
- Joint winner for 5G Video Experience
- Joint winner for Availability
- Joint winner for 5G Availability

Opensignal's 5G Mobile Network Experience Awards (October 2023)

- Global Winner for Best 5G Video Experience
- 5G Global Leader in the 5G Game Experience category
- Global Rising Star in the 5G Availability category
- Global Rising Star in the 5G Download Speed category

Opensignal's Singapore Mobile Network Experience Report (June 2023)

- Outright winner of the Video Experience award for the second report in a row
- Winner for Games Experience
- Winner for Voice App Experience
- Winner for Download Speed Experience
- Winner for Upload Speed Experience
- Winner for 5G Video Experience
- Winner for Excellent Consistent Quality
- Winner for Core Consistent Quality
- Joint winner for 5G Voice App Experience
- Joint winner for 5G Download Speed
- Joint winner for Availability
- Joint winner for 5G Availability

Opensignal's Global Mobile Network Experience Awards (February 2023)

- Global Winner and best in Southeast Asia for Video Experience
- Global Leader and best in Southeast Asia for Games Experience, Voice App Experience and Download Speed Experience

Corporate

2024 Corporate Knights Global 100

- World's most sustainable wireless operator
- Ranked 80th in the list of the world's most sustainable corporations

The Edge Singapore Billion Dollar Club Awards 2023

- Winner for "Highest Return on Equity Over Three (3) Years" in the Technology Equipment + Telecommunications Services Sector

Singapore Governance and Transparency Index 2023

- 38th out of 474 SGX-listed companies

Community Chest Awards 2023

- Charity Silver Award for support of educational, vocational or interventional programmes at Metta School, Singapore Anglican Community Services, and SHINE Children and Youth Services

The Legal 500 GC Powerlist: Southeast Asia Teams 2023

- StarHub legal recognised as one of Southeast Asia's leading legal teams

People's Association Community Spirit Awards 2023

- Excellence Award for StarHub's efforts in supporting Central Singapore Community Development Council in bonding the community and building social capital through "Junior Stars" programme

SPARK Digital Leaders Awards 2023

- StarHub's CEO, Nikhil Eapen, received the Top Digital CEO award

2022 Awards & Certification

Advertising* / *Branding* / *Customer Service* / *Marketing

Asia eCommerce Awards 2021

- eCommerce Brand of the Year (*giga!*)
- 3 Gold (*giga!*): Best eCommerce Customer Service; Best Use of AI; Best Use of UI/UX Design
- 2 Silver (*giga!*): eCommerce Team of the year; Best eCommerce Loyalty Programme

Geek Culture Awards 2022

- Gold: Best Smart Home – StarHub Smart WiFi Pro (Linksys MX4200 WiFi6 Mesh Router)

HWM + HardwareZone.com Tech Awards 2022

- Winner: Best Pay TV Service Provider (Singapore)

2022 Stevie Awards for Sales & Customer Service

- Gold: Contact Center of the Year (Over 100 Seats) – All Other Industries
- Bronze: Customer Service Department of the Year – Telecommunications

Corporate

2022 Corporate Knights Global 100

- World's most sustainable Wireless Telecommunication Service Provider
- Third most sustainable Telecommunications Company globally and Singapore's most sustainable Telco
- Ranked 72nd in the list of the world's most sustainable corporations

Equileap 2022 Gender Equality Report & Ranking

- Ranked 7th in Singapore for policies and commitment to gender equality

Institutional Shareholder Services group of companies (ISS) Quality score for Governance risk

- Achieved best possible score of "1" for low Governance risk

Ministry for Home Affairs National Day Award (Team)

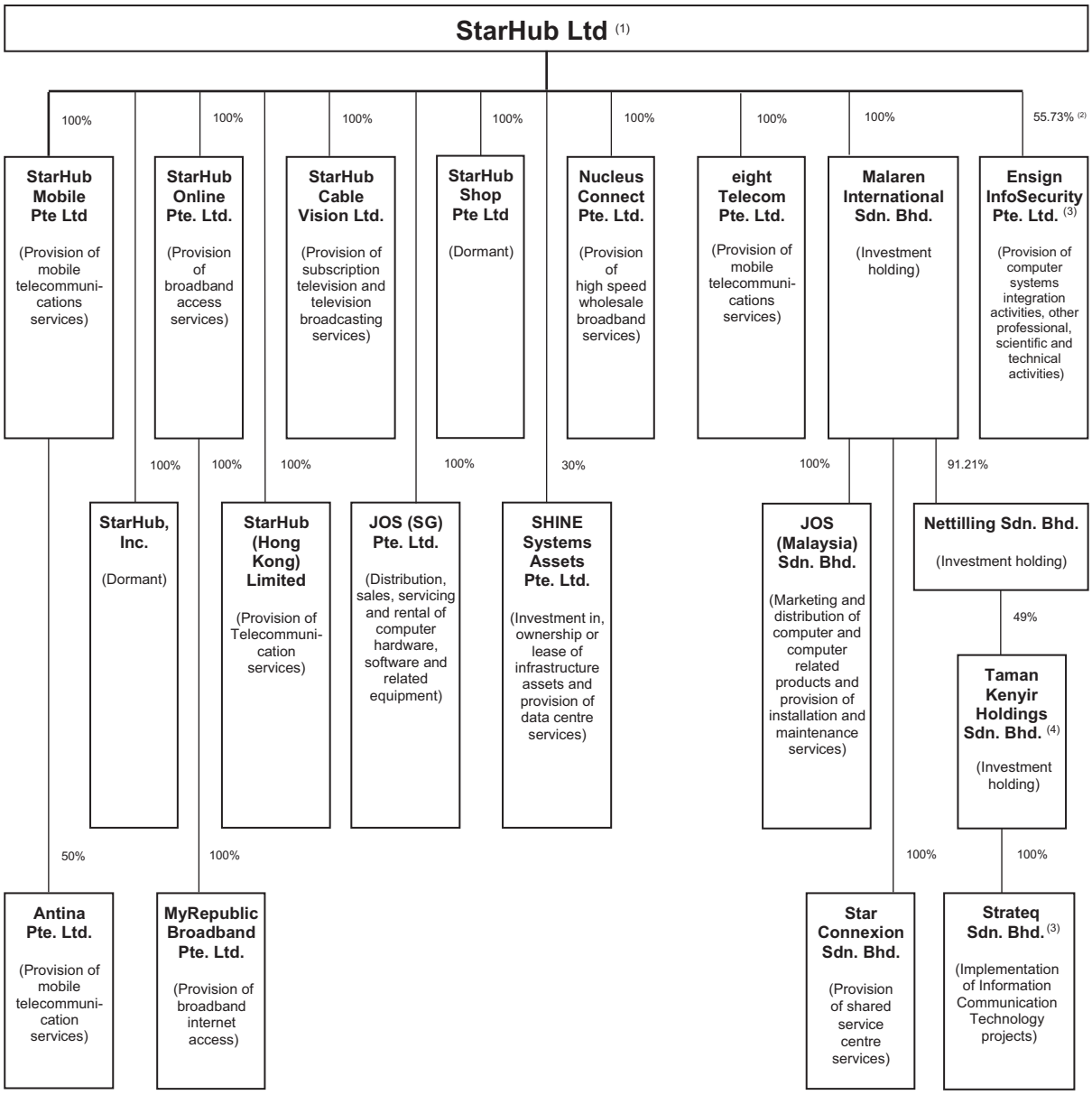
- Recognition for playing key role in Project FRONTIER's national anti-scam operations

Technology

Opensignal's Singapore Mobile Network Experience Report (June 2022)

- Only outright winner of the Download Speed Experience and Games Experience awards
- Came in top for Overall Experience, winning in all five network experience categories
- Largest haul of awards, leading in seven out of nine network performance categories

(G) CORPORATE LEGAL STRUCTURE (AS AT 31 AUGUST 2025)



Notes:

(1) This corporate legal structure is a simplified diagram which may not show all of StarHub's subsidiaries or associated companies. For further details on StarHub's subsidiaries and associated companies, please refer to the list of subsidiaries and associated companies set out in Note 7 to the StarHub Group's audited consolidated financial statements for FY2024, which are included in Appendix III of this Information Memorandum.

(2) Inclusive of rights, benefits and interests in 16.81 per cent. of the total issued share capital of Ensign assigned by Ensign Technologies Pte. Ltd. (formerly known as Leone Investments Pte. Ltd.) to StarHub.

(3) Indirect subsidiaries which are held through Ensign and Strateq are not shown in this corporate legal structure chart. For further details on indirect subsidiaries held through Ensign and Strateq, please refer to the list of subsidiaries and associated companies set out in Note 7 to the StarHub Group's audited consolidated financial statements for FY2024, which are included in Appendix III of this Information Memorandum.

(4) Although Nettilling Sdn. Bhd. ("**Nettilling**") owns less than half of the voting rights of Taman Kenyir Holdings Sdn. Bhd. ("**Taman Kenyir**"), Nettilling controls Taman Kenyir as it has the

power to appoint the majority of the board of directors of Taman Kenyir and is able to exercise control over Taman Kenyir's financial and operating policies. Taman Kenyir is therefore considered a subsidiary of Nettilling.

Shareholders

As at 4 March 2025, the immediate holding company of StarHub is AMH, which holds approximately 56.15 per cent. of StarHub's issued share capital. Asia Mobile Holding Company Pte. Ltd. ("**AMHC**") and OIH Investment LLC hold approximately 75 per cent. and 25 per cent. of the total issued share capital of AMH respectively. AMHC is a wholly-owned subsidiary of STT Communications Ltd, which in turn is a wholly-owned subsidiary of ST Telemedia. ST Telemedia is a wholly-owned subsidiary of Temasek. OIH Investment LLC is a wholly-owned subsidiary of Ooredoo Q.P.S.C. NTT DOCOMO BUSINESS, Inc. (formerly known as NTT Communications Corporation), a wholly-owned subsidiary of Nippon Telegraph and Telephone Corporation, holds approximately 9.97 per cent. of StarHub's issued share capital.

As at 4 March 2025, Temasek has no direct interest in StarHub, but has a deemed interest in an aggregate of 56.16 per cent. of the shares of StarHub, in which the ST Telemedia group and other associated companies of Temasek have direct or deemed interests.

(H) INSURANCE

The StarHub Group has procured general classes of insurance, namely, industrial all risks (property damage), comprehensive general liability, terrorism marine cargo, and financial professional lines which include crime, professional indemnity, cybersecurity and directors and officers liability. Separate coverage, such as Erection All Risk / Public Liability insurance, is taken up for special projects. It also has employee benefits insurances, such as work injury compensation, term life, personal accident and business travel. The StarHub Group believes that its insurable risks are covered with adequate insurances provided by reputable insurance companies, with commercially reasonable deductible amounts and coverage terms.

(I) EMPLOYEES

The StarHub Group employed 2,518 employees as at 31 December 2024. The StarHub Group also employs temporary employees from time to time.

The StarHub Group believes that its people play a key role in driving business growth. The StarHub Group adopts a people-focused approach in promoting merit-based hiring and remuneration, teamwork, creativity, excellence, safe and healthy working conditions, reward and recognition for performance, people development, career growth and work-life balance. The StarHub Group promotes workplace diversity and offers equal opportunity based on merit irrespective of gender, age, racial, ethnic or cultural background.

The StarHub Group's Learning & Development Framework aims to build and maintain an engaged and motivated workforce, build leadership pipeline for the future, and identify and equip employees with critical technical skills to meet current and future business challenges. The StarHub Group's employees have access to a range of on-demand digital, in-house and external learning opportunities to help them upgrade their competencies and equip them with critical skills in order to stay competitive. These opportunities include functional skills training, certification courses, executive management programmes, coaching and mentoring, and sponsorship opportunities for conferences, seminars and industry networking events. The organisation also adopts several government initiatives and programmes on skills upgrading and re-skilling to ensure that its employees' skills are aligned and kept relevant with the changing technologies.

The StarHub Group believes it has an amicable and collaborative relationship with the Singapore Industrial & Services Employees' Union ("**SISEU**"). The StarHub Group presently has no collective agreement arrangement with SISEU. There are no anticipated or foreseen issues, conflicts or disruptions to the StarHub Group's business operations given its healthy relationship with its workforce.

(J) INTELLECTUAL PROPERTY

The StarHub Group relies on a combination of patent, trademark, service mark and domain name registrations, copyright protection and contractual restrictions to protect its technologies, brand name and logos, marketing designs and Internet domain names.

The relevant StarHub group entities are the registered owners in Singapore of various trademarks including but not limited to "StarHub", "StarHub IDD 008", "Smart TV", "StarHub TV+", "HubBundle", "Hubstation", "MaxMobile", "MaxInfinity", "Hubalicious", "HubTreats", the Chinese Name of StarHub – "星和", "HUB SPORTS", "STARHUB ULTRASPEED", "Hub Trooper" and "Hub Troopers" word marks as well as the "StarHub", "HUB", "HUB 娛家", "HUB 都會", "HUB sensasi", "HUB Varnam VOD", "giga!", "HUB SPORTS PPV", "HUB SPORTS CRICKET", and "SmarTAM" logos, and a new typeface for the "StarHub" mark.

StarHub has registered, amongst others, the Internet domain name "starhub.com".

StarHub Mobile Pte Ltd also owns various registered trademarks, amongst others, "Conexus" as well as the "Conexus Mobile Alliance" word marks.

(K) LITIGATION

From time to time, the StarHub Group may face various legal issues or be involved in legal proceedings. There are no legal proceedings involving the StarHub Group during the 12 months preceding the date of this Information Memorandum, the outcome of which, in the opinion of the Issuer, may have or have had a material adverse effect on the financial position of the StarHub Group.

(L) MATERIAL LICENCES

The StarHub Group holds a number of licences, including:

Entity	Type of Licence	Authority
StarHub Ltd	FBO licence	IMDA
StarHub Ltd	SBO (class) licence	IMDA
StarHub Mobile Pte Ltd	FBO licence	IMDA
StarHub Cable Vision Ltd.	Subscription nationwide TV service licence	IMDA
StarHub Cable Vision Ltd.	Broadcasting (Class Licence Notification)	IMDA
StarHub Cable Vision Ltd.	SBO (class) licence	IMDA
StarHub Online Pte. Ltd.	SBO (individual) licence	IMDA
MyRepublic Broadband Pte. Ltd.	FBO licence	IMDA
StarHub (Hong Kong) Limited	Unified Carrier licence	Office of the Communications Authority
StarHub, Inc.	Section 214 Authorisation	Federal Communications Commission

StarHub is currently designated as a Public Telecommunication Licensee under Section 8 of the Telecommunications Act. It is required to comply with the conditions of its licence, the Telecommunications Act, the Telecom and Media Competition Code and directions of the IMDA. As a Public Telecommunication Licensee, StarHub is entitled to certain privileges, such as having

the power (subject to the giving of prior notice and payment of compensation should any damage or disturbance be caused) to enter private or state land for purposes of erecting telecommunication installations or plants in the manner set out in the Telecommunications Act.

(M) PRIVACY AND PERSONAL DATA PROTECTION

The StarHub Group takes customers' privacy and protection of customer data very seriously. In line with its privacy policy, the StarHub Group does not send promotional and marketing messages via phone calls, text messages and faxes to customers who have registered their phone numbers with the Do Not Call Registry, except for those who had given their specific consent to the StarHub Group to receive such messages. Further, the StarHub Group's customer web portal allows customers to provide or easily withdraw their consent for various communication platforms (e.g. call or SMS) from the StarHub Group and its partners. StarHub was awarded the Data Protection Trustmark certification by the IMDA in 2020 and 2023, which is a voluntary enterprise-wide certification for organisations to demonstrate accountable data protection practices. StarHub also conducts regular reviews of its data protection practices and awareness programs to ensure the StarHub Group's compliance with all applicable data protection laws and regulations.

REGULATORY ENVIRONMENT

The following is a general summary of the Singapore laws and regulations relating to provision of telecommunications and broadcasting services, as well as the statutory duties of CII owners, in Singapore. The following summary is not exhaustive, is qualified in its entirety by reference to the relevant laws and regulations and is only intended to provide some general information to investors and is neither designed nor intended to be a substitute for professional advice. Prospective investors should consult their own advisers regarding the implications of these laws and regulations to the StarHub Group.

(a) Overview of telecommunications and broadcasting services in Singapore

The provision of telecommunications services in Singapore is regulated primarily under the Telecommunications Act and the provision of broadcasting services in Singapore is regulated primarily under the Broadcasting Act.

The IMDA is the regulatory authority principally responsible for administering the Telecommunications Act and the Broadcasting Act, as well as regulating and promoting the info-communication and broadcasting industry in Singapore. The IMDA is a statutory board that was established under the Info-communications Media Development Authority Act 2016 of Singapore (the "**IMDA Act**").

(b) Telecommunications Licensing Framework

Upon full liberalisation of the telecommunications market on 1 April 2000, the IMDA released guidelines with respect to the licensing framework under the Telecommunications Act to facilitate the entry of new players and the expansion of the scope of operations by existing licensees. There is no pre-determined number of licences to be awarded.

The IMDA issues the following two broad categories of telecommunications licences:

(i) FBO licence; and

(ii) SBO licence.

Further authorisation may be required from other government agencies for the deployment or provision of certain types of systems or services. FBOs are individually licensed while SBOs may be individually licensed or class-licensed. A class licence is a licensing scheme where the terms and conditions are published by the IMDA. Anyone who provides the services within the scope of the class licence is required to comply with the terms and conditions of the class licence and register with the IMDA.

There are no foreign equity limits imposed on any telecommunications licensee. Under the terms of their licences, FBOs must obtain prior approval from the IMDA for any change in their chief executive officer and board of directors whilst most SBOs are required to notify the IMDA of such changes. Details on approvals required for changes in shareholdings of telecommunications licensees are set out in the section "*Regulatory Environment – Telecom and Media Competition Code – Changes in Ownership and Consolidations involving Designated Telecommunication Licensees*" below.

(c) Broadcasting Licensing Framework

The licensable broadcasting services include free-to-air TV and radio services, subscription TV and radio services, specialised interest TV and radio services and video on-demand services.

ISPs and Internet Content Providers are subject to a class licence and are required to comply with the Broadcasting (Class Licence) Notification.

The Broadcasting Act imposes specific obligations on broadcasting licensees in terms of management control and shareholding control. Under the Broadcasting Act, the chief executive officer of a broadcasting company (which includes a holding company of a broadcasting

company) and at least half of its directors shall be citizens of Singapore, unless otherwise approved by the IMDA. No person or party is allowed to be a substantial shareholder of a broadcasting company without first obtaining the approval of the Minister.

In addition, no person or party is allowed to become a 12.0 per cent. controller or an indirect controller of a broadcasting company without first obtaining the approval of the Minister. In addition, no person shall, without the prior consent of the IMDA, receive any fund from any foreign source for the purposes of financing, directly or indirectly, wholly or in part, any broadcasting service owned or operated by any broadcasting company.

(d) Telecom and Media Competition Code

The Telecom and Media Competition Code, which came into operation on 2 May 2022, sets out the IMDA's regulatory principles and contains provisions relating to duties of telecommunication licensees and Regulated Persons (being persons specified by the Minister under Section 2 of the IMDA Act) to their end-users, required co-operation amongst licensees to promote competition, interconnection, infrastructure sharing, sector-specific competition rules and enforcement mechanisms. The IMDA has the authority to review and amend the Telecom and Media Competition Code and to grant exemptions from or suspend the Telecom and Media Competition Code.

Classification of Telecommunication Licensees and Regulated Persons

The Telecom and Media Competition Code distinguishes between telecommunication licensees and Regulated Persons that are subject to competitive market forces (i.e. non-dominant entities) and those whose conduct is not constrained adequately by competitive market forces (i.e. dominant entities). The IMDA will classify a telecommunication licensee or Regulated Person as either a dominant or non-dominant entity.

A telecommunication licensee or Regulated Person would be classified as dominant if:

(i) it is licensed to operate facilities used for the provision of telecommunication and/or media services in Singapore that are sufficiently costly or difficult to replicate such that requiring new entrants to do so would create a significant barrier to rapid and successful entry into the telecommunication and/or media market in Singapore by an efficient competitor; or

(ii) it has the ability to exercise significant market power in any market in which it provides services pursuant to its telecommunication or media licence.

A dominant entity must comply with special requirements set out in the Telecom and Media Competition Code although there are procedures by which a dominant entity can seek reclassification or an exemption from these special requirements.

Public Interest Obligation of Regulated Persons

As matters of public interest, free-to-air TV broadcasters and radio broadcasters must broadcast specified events of national significance. Subscription TV licensees are also required to make their live programmes acquired on an exclusive basis (acquired on or after 12 March 2010) available for cross carriage by nationwide subscription TV licensees.

Duties to End-Users under the Telecom and Media Competition Code

Telecommunication licensees and Regulated Persons must include in their service agreements with their business and residential end-users certain provisions, such as compliance with minimum quality of service standards, accurate and timely billing, fair dispute resolution procedures and protection of end-user service information.

Interconnection Obligations under the Telecom and Media Competition Code

- Minimum Interconnection Duties

In order to ensure seamless any-to-any communication throughout Singapore, FBO licensees and SBO licensees that use switching or routing equipment to provide telecommunication services to the public are required to satisfy the minimum interconnection duties set out in the Telecom and Media Competition Code ("**Minimum Interconnection Duties**"). The IMDA will allow non-dominant telecommunication licensees to interconnect, without the IMDA's prior approval, on any terms agreed between such licensees, so long as they satisfy the Minimum Interconnection Duties. A copy of all interconnection agreements must be submitted to the IMDA. The Telecom and Media Competition Code also specifies additional obligations that telecommunication licensees must fulfil even in the absence of an interconnection agreement, such as publicly disclosing its network interfaces (necessary to allow the deployment of telecommunication services and equipment that can interconnect and inter-operate with its network), complying with mandatory technical standards, facilitating number portability and rejecting certain discriminatory preferences.

- Interconnection with dominant telecommunication licensees

  The Telecom and Media Competition Code also sets out the interconnection obligations of dominant telecommunication licensees. A telecommunication licensee that seeks to interconnect with a dominant telecommunication licensee ("**Requesting Licensee**") can choose any of three options in order to enter into an interconnection agreement. First, the Requesting Licensee can accept the provisions specified in the dominant telecommunication licensee's Reference Interconnection Offer ("**RIO**") which is developed by the dominant telecommunication licensee and has been approved by the IMDA. Second, the Requesting Licensee can "opt-in" to an existing interconnection agreement between the dominant telecommunication licensee and any similarly situated telecommunication licensee. Third, the Requesting Licensee can seek to negotiate an individualised interconnection agreement with the dominant telecommunication licensee.

  The Telecom and Media Competition Code contains detailed requirements regarding the terms that a dominant telecommunication licensee must include in its RIO and also detailed procedures. It also contains detailed requirements regarding the negotiation process for an individualised interconnection agreement; to the extent an issue in dispute arising from the negotiation for an individualised interconnection agreement is not addressed by the RIO, the IMDA will have full discretion to impose whatever solution it deems appropriate (even if neither licensee advocates that solution).

  Once an interconnection agreement between two telecommunication licensees becomes effective, the IMDA generally will not involve itself in the day-to-day implementation of the interconnection agreement. When there is a dispute arising out of implementation of their interconnection agreement with a dominant telecommunication licensee, the licensees are required to apply the dispute resolution provisions that are commonly provided for in their interconnection agreement. If the licensees are unable to resolve the dispute, they may (i) agree to a binding arbitration, mediation or seek relief from a court of competent jurisdiction or (ii) refer the dispute to the IMDA and the IMDA, at its discretion, may impose a binding resolution on the licensees.

Infrastructure Sharing under the Telecom and Media Competition Code

The Telecom and Media Competition Code permits an FBO licensee to request the right to share infrastructure controlled by another FBO licensee. The FBO licensees must first attempt to negotiate a voluntary sharing agreement. If they are unable to do so, the requesting FBO licensee may ask the IMDA to make a determination as to whether the infrastructure must be shared – either because it constitutes Critical Support Infrastructure (as defined in the Telecom and Media Competition Code) ("**CSI**") or because the IMDA concludes that sharing it would serve the public interest. The Telecom and Media Competition Code designates certain CSI that FBO licensees must share, such as monopoles, towers, facilities housing submarine cable systems and tunnel infrastructure. Owners of CSI are required to negotiate sharing agreements for the CSI upon request. If parties cannot enter into a mutually acceptable sharing agreement, the IMDA will establish cost-based rates for the sharing of the CSI.

Competition Rules under the Telecom and Media Competition Code

The Telecom and Media Competition Code sets out rules that preclude telecommunication licensees and Regulated Persons from engaging in anticompetitive conduct. A dominant licensee must not abuse its market position in a manner that unreasonably restricts competition. The Telecom and Media Competition Code prohibits telecommunication licensees and Regulated Persons from entering into agreements that unreasonably restrict competition and sets out a framework under which the IMDA will assess the permissibility of such agreements. Telecommunication licensees and Regulated Persons are prohibited from entering into certain types of agreements, such as price fixing arrangements or group boycotts. The permissibility of a telecommunication licensee or Regulated Person entering into other agreements, such as joint purchasing or production ventures, will be assessed based on each agreement's likely or actual impact on competition. In addition, telecommunication licensees and Regulated Persons are subject to a prohibition on engaging in unfair methods of competition, such as providing false or misleading information to competitors or unnecessarily degrading the quality of a competitor's service.

Changes in Ownership and Consolidations involving Designated Telecommunication Licensees

Each FBO licensee and certain designated SBO licensees (the "**Designated Telecommunication Licensees**") must notify the IMDA for changes in ownership or shareholding of at least 5 per cent. but less than 12 per cent. and obtain the IMDA's prior approval for change in ownership or shareholding of more than 12.0 per cent. The Telecom and Media Competition Code provides that the IMDA will not approve an application by a Designated Telecommunication Licensee for either (i) assigning, transferring, subletting or otherwise disposing its rights, duties and privileges under its licence to any other entity, or (ii) implementing a change in its ownership or shareholding in connection with a proposed merger, acquisition or similar transaction, where the IMDA determines that the proposed merger or consolidation is likely to substantially lessen competition in any telecommunications market within Singapore or is not in the public interest.

Enforcement

The IMDA may enforce the provisions of the Telecom and Media Competition Code by initiating an enforcement action either on its own initiative or in response to a request filed by a third party. Such actions must be initiated within two years after the date on which the alleged contravention occurred. In enforcing the provisions of the Telecom and Media Competition Code, the IMDA may, among others, issue warnings, directions or orders to cease and desist. The IMDA may also impose financial penalties and suspend or terminate a licensee's licence. While reserving the right to impose financial penalties (up to the higher of 10 per cent. of an operator's annual turnover or S$1 million), the IMDA will consider all relevant aggravating or mitigating factors in order to ensure that any financial penalty imposed is proportionate to the contravention.

Quality of Service ("QoS") Standards

The IMDA regulates the performance of service operators by setting QoS standards for key telecommunication services such as mobile, broadband and fixed telephony services. Service operators must submit quarterly reports demonstrating compliance with the IMDA's QoS standards. Non-compliance with the IMDA's QoS standards may be punished by monetary fines and parties in breach may be directed by the IMDA to take remediation measures. The IMDA also publishes statistics on telecommunication service providers' handling of consumer feedback, to provide consumers with information on how operators handle complaints, while encouraging operators to improve their customer service standards.

(e) Discretionary powers of the Minister under the Telecommunications Act

Under the Telecommunications Act, the Minister has certain discretionary powers, for example, the Minister may direct a public telecommunication licensee to undertake and provide such telecommunication services and facilities as may be necessary for aeronautical, maritime, meteorological, governmental, defence or other purposes or on the occurrence of any public

emergency, in the public interest or in the interests of public security, national defence, or relations with the government of another country. The Minister may issue directions to the IMDA or any telecommunications licensee which may include provisions for the prohibition or regulation of such use of telecommunications in all cases or of such cases as may be considered necessary; provisions for the taking of, the control of or the usage for official purposes of, all or any such telecommunication system and equipment; and provisions for the stopping, delaying and censoring of messages and the carrying out of any other purposes which the Minister thinks necessary. The Minister may also issue a special administration order, directing that for the period the order is in force, the affairs, business and property of a specified licensee must be managed by a person appointed by the Minister. Such an order may be issued for purposes such as maintaining the security and reliability of telecommunication services in Singapore or the survival of the specified licensee.

(f) The Personal Data Protection Act 2012

The Personal Data Protection Act 2012 of Singapore (the "**PDPA**") regulates the collection, use and disclosure of each individual's "personal data" (i.e. data, whether true or not, about an individual who can be identified from that data or other accessible information).

In general, the PDPA permits an organisation (as defined under the PDPA) to collect, use or disclose personal data of individuals only for purposes for which such organisation has obtained consent or which consent is deemed to be given, or for other specified permitted purposes, and imposes various data protection, data retention, data transfer and data management obligations upon such organisations. The PDPA also provides individuals with the right to access and correct their own personal data, and imposes mandatory obligations upon organisations to assess data breaches they suffer, and to notify the Personal Data Protection Commission (the "**PDPC**") and where applicable, the relevant individuals where the data breach is (or is likely to be) of a significant scale or resulting in (or is likely to result in) significant harm to individuals.

In addition, the PDPA generally requires an organisation to check the relevant Do Not Call Registry established under the PDPA prior to sending "specified messages" (i.e. marketing messages which offer, promote or advertise goods or services) to Singapore telephone numbers through text messages, voice calls or fax. The PDPC is the regulatory authority created by the PDPA, with the power to give directions to ensure compliance with the PDPA, including the power to require organisations that breach the requirements of the PDPA to pay a maximum penalty of S$1 million, or, for organisations with more than S$10 million annual turnover in Singapore, up to 10 per cent. of the organisation's annual turnover in Singapore. Apart from this, individuals have a right of private action pursuant to a contravention of specified parts of the PDPA and there are offences for which the penalties upon conviction include imprisonment.

(g) Cybersecurity Requirements

Since 2012, the IMDA has formulated Codes of Practice for cybersecurity preparedness for designated ISPs, such as StarHub. StarHub must comply with these codes to implement security incident management requirements as well as measures to prevent, protect, detect and respond to cybersecurity threats. Periodic audits are conducted to ensure ISPs comply with the codes.

On 31 August 2018, the Cybersecurity Act partially came into force. This was followed by the Cybersecurity Code of Practice for CII ("**CCoP**"), which was launched by the Cyber Security Agency of Singapore (the "**CSA**") on 1 September 2018. The Cybersecurity Act and CCoP establish a framework for the protection of CII against cybersecurity threats, the taking of measures to prevent, manage and respond to cybersecurity threats and incidents in Singapore, and the regulation of providers of licensable cybersecurity services. On 11 April 2022, the provisions relating to the licensing framework for cybersecurity service providers that provide penetration testing and managed security operations centre monitoring services also came into force.

Under the Cybersecurity Act and CCoP, owners of CII have various statutory duties which include notifying change in ownership, conducting audits and cybersecurity risk assessment. An "owner", in relation to a CII, means the legal owner of the CII and, where the CII is jointly owned by more

than one person, includes every joint owner. The StarHub Group has been designated as a CII owner and is required to comply with the Cybersecurity Act and CCoP. With the enactment of the Cybersecurity Act and the introduction of CCoP, the IMDA, as the sector regulator for the telecommunications and broadcasting sectors, has integrated the Cybersecurity Act and CCoP requirements into its regulatory framework and imposed additional sector-specific cybersecurity obligations on the StarHub Group. The regulatory framework comprises mainly the Broadcasting Cybersecurity Code and Telecommunications Cybersecurity Code. StarHub continues to be subject to periodic audits to demonstrate its compliance with the IMDA's requirements.

(h) Public Order and Safety (Special Powers) Act 2018

The Public Order and Safety (Special Powers) Act 2018 of Singapore ("**POSSA**") empowers the Minister for Home Affairs to issue a direction to any telecommunication licensee to take or stop taking a specific action in order to prevent or avoid prejudicing the effective conduct of an ongoing law enforcement activity relating to a serious incident (as defined in the POSSA) or threatened serious incident, or to avoid or prevent endangering the safety of the public or any law enforcement officer or serviceman during such an ongoing law enforcement activity by the provision of a telecommunication service about the relevant incident. Such a direction may require the telecommunication licensee to cease the provision of telecommunication services in a specified area.

(i) Protection from Online Falsehoods and Manipulation Act 2019

The Protection from Online Falsehoods and Manipulation Act 2019 ("**POFMA**") came into effect on 2 October 2019. The POFMA aims to:

- prevent the communication of falsehoods in Singapore and enable measures to be taken to counteract the effects of such communication;
- suppress the financing, promotion and other support of online locations that repeatedly communicate falsehoods in Singapore;
- enable measures to be taken to detect, control and safeguard against coordinated inauthentic behaviour and other misuses of online accounts and bots; and
- enable measures to be taken to enhance disclosure of information concerning paid content directed towards a political end.

The POFMA applies to persons who communicate a falsehood and persons who assist them, such as by providing financing, and third-party service providers whose services are used to communicate the falsehoods. Where a falsehood has been communicated, such persons may be directed to take corrective action, including to put up correction notices and stop communication (in the case of a person communicating falsehood) or disable access by end-users to the subject statement (in the case of an internet intermediary or ISPs such as StarHub). Non-compliance with any such direction is an offence. It is also an offence to communicate in Singapore a statement knowing or having reason to believe that such statement is a falsehood and is likely to lead to public interest concerns.

(j) Resiliency Requirements

In 1998, the IMDA introduced the Code of Practice (Service Standards on Network Quality), subsequently revised and renamed as the Code of Practice for Telecommunication Service Resiliency in 2008, which imposed service standards and a penalty framework for telecommunication service disruptions which result in widespread service difficulties. Under its framework, the IMDA may impose financial penalties on licensees experiencing service difficulties, with the quantum of the penalty increasing with the duration and extent of the service difficulty.

The IMDA also requires key telecommunication operators, such as StarHub, to conduct regular audits in areas such as infrastructure, processes and business continuity plans, to ensure that the

resilience of their networks is on par with industry standards and international best practices. These are governed by the IMDA's Codes of Practice for Fixed Telecommunication Infrastructure Resilience Audit and Mobile Telecommunication Infrastructure Resilience Audit.

(k) Recent Developments

Telecom and Media Competition Code

On 2 May 2022, the IMDA introduced the Telecom and Media Competition Code, which served as a replacement for the previously separate Telecom Competition Code and Media Market Conduct Code. The Telecom Competition Code and Media Market Conduct Code were similar in various aspects (for example, competition rules, acquisition and consolidation framework, and consumer protection) but regulated the telecommunications and media sectors separately.

The Telecom and Media Competition Code aims to harmonise regulatory requirements across the telecommunications and media sectors, and streamline requirements to promote competition, encourage market innovation, better protect consumers' interest and keep pace with the fast-changing digital landscape. The objective is to ensure that a consistent regulatory framework is applied across both the telecommunications and media markets to the extent possible.

StarHub's media business is also governed by its Nationwide Subscription Television Service Licence issued by the IMDA, which remains valid until August 2032. While the current regulatory obligations primarily focus on IPTV services, the relevance of IPTV is diminishing due to the emergence of OTT players and services. In line with market trends, StarHub is also pivoting its content business towards OTT platforms to provide more innovative services. As IPTV becomes increasingly obsolete, more regulatory focus on the OTT space to protect viewers from harmful content and safeguard public interests can be expected.

Radio Spectrum

In 2020, StarHub Mobile Pte Ltd and M1 had jointly bid for, and were awarded, a licence to build and operate a 5G SA network infrastructure using 3.5 GHz spectrum, pursuant to the Call for Proposal for the Provision of Fifth-Generation (5G) Mobile Networks and Services in Singapore issued by the IMDA on 17 October 2019. The consortium has been awarded a nationwide package of 5G spectrum (in the 3.5 GHz band), and StarHub Mobile Pte Ltd and M1 were each awarded localised packages (in the mmWave spectrum band).

In 2021, StarHub Mobile Pte Ltd and M1 had jointly bid for, and were awarded, a nationwide package of 5G spectrum (in the 2.1 GHz band). StarHub Mobile Pte Ltd (along with M1 and Singapore Telecommunications Limited) was also awarded spectrum in 2.1 GHz band, on a first-right-of-refusal basis, for the continuing provision of 3G services.

Since August 2024, mobile operators in Singapore have been progressively shutting down 3G services, to allow operators to re-farm 3G spectrum for 4G and 5G purposes. M1 and StarHub Mobile Pte Ltd have since re-farmed the 2.1 GHz spectrum rights (allocated for 3G in 2021) for 5G.

In July 2025, M1 and StarHub Mobile Pte Ltd each obtained 700 MHz spectrum rights for deploying 4G and 5G services.

Cybersecurity

In April 2022, the CSA launched a licensing framework for cybersecurity service providers. All providers of managed security operations centre monitoring services and penetration testing services to the Singapore market will be required to apply for a cybersecurity service provider licence.

In July 2022, the CSA issued its Cybersecurity Code of Practice for Critical Information Infrastructure – Second Edition ("**CCoP 2.0**"). The updated CCoP 2.0 seeks to level up new cybersecurity capabilities in the CII sector due to the evolving cyber threat landscape, with threat

actors using increasingly sophisticated measures to attack CII sectors. StarHub is required to comply with CCoP 2.0, as well as the telecommunications and media sector-specific cyber requirements imposed by the IMDA.

In July 2025, Coordinating Minister K. Shanmugam publicly disclosed that Singapore is under an ongoing cyberattack by highly sophisticated APT groups targeting critical infrastructure sectors such as energy, water, transport, banking, healthcare, media and telecommunications. Key players in critical infrastructure, such as StarHub Group, may be exposed to advanced threats and intrusions.

Foreign Interference (Countermeasures) Act

In July 2022, the Foreign Interference (Countermeasures) Act 2021 of Singapore (the "**FICA**") came into force. Under the FICA, ISPs can be directed to disable internet access to specified information or material, suspend or curtail the supply or provision of a social media service or relevant electronic service or an internet access service, and stop or delay delivery of or accessing messages or information or material transmitted or accessible to end-users physically present in Singapore who may use such service.

Online Criminal Harms Act

In February 2024, the Online Criminal Harms Act 2023 of Singapore (the "**OCHA**") came into force. Under the OCHA, the Singapore government can issue directions to designated providers of online services (such as messaging platforms and social media providers) to restrict the exposure of Singapore users to criminal activities on their platforms. This includes requiring the service providers to stop communicating specified online content, to disable specified content (such as social media posts), to stop certain accounts from communicating in Singapore, to disable access by Singapore persons by means of internet access service to any relevant material or to remove certain apps from the Singapore storefront.

Anti-scam initiatives

Scams have become a serious threat and societal problem, and efforts to counter scams have become one of the top priorities for the Singapore government. The IMDA and the Singapore Police Force have required telecommunications licensees, such as StarHub, to implement a number of measures to counter scam activities, including:

- Enhanced SIM card registration requirements to deter fraudulent sign-ups of mobile lines.
- Blocking commonly spoofed numbers and robocalls and adding the "+" prefix on international incoming calls.
- Blocking identified scam websites.
- Establishing a threshold to deter abuse of SMS and implementing an in-network scanning solution to identify and block potential scam SMS.
- Offering customers a service to block incoming international calls and incoming international SMS messages.

In addition, the IMDA has created a SMS Sender ID registry and required SMS service providers and telecommunication licensees to: (1) block messages sent under a registered sender ID when the sender's details do not match the registry's record; and (2) convert non-registered SMS to the Sender ID "Likely-SCAM".

In April 2024, the Law Enforcement and Other Matters Act 2024 of Singapore was passed, which amended the Miscellaneous Offences (Public Order and Nuisance) Act 1906 of Singapore to introduce new offences to deter the misuse of local SIM cards for criminal activities, including scams. The new offences allow the Singapore Police Force to take enforcement action against individuals and SIM-card retailers who facilitate the registration of SIM cards which are used for

crimes. These offences are meant to target criminal syndicates that use local SIM cards to circumvent earlier measures that block incoming international calls and SMS messages.

On 16 December 2024, the IMDA and the MAS jointly implemented the SRF for phishing scams. The SRF assigns financial institutions and mobile operators relevant duties to mitigate phishing scams and sets expectations of payouts to affected scam victims where these duties have been breached. Under the SRF, StarHub is required to implement measures to ensure that: (1) it connects only authorised SMS aggregators for the delivery of Sender ID SMS; (2) it blocks Sender ID SMS which are not from authorised SMS aggregators; and (3) it implements an anti-scam filter to block SMS containing malicious URLs as identified by a designated database.

SELECTED FINANCIAL INFORMATION

The following tables present the selected consolidated financial information of the StarHub Group as at and for FY2022, FY2023, FY2024, 1H2024 and 1H2025.

Where relevant, the financial information below has been derived from, and should be read in conjunction with, the StarHub Group's audited consolidated financial statements for FY2023 and FY2024, the unaudited financial results for 1H2025 and the notes thereto.

Consolidated Income Statements

	FY2022 S$' million	FY2023 S$' million	FY2024 S$' million	1H2024 S$' million	1H2025 S$' million
Operating Revenue	2,327.3	2,373.1	2,367.7	1,104.9	1,128.8
Operating Expenses	-2,181.1	-2,149.2	-2,146.7	-995.5	-1,049.7
Other Income	8.5	2.5	3.4	1.0	7.0
Profit from Operations	**154.7**	**226.3**	**224.4**	**110.4**	**86.0**
Non-operating Income	31.4	7.2	3.2	0.2	–
Non-operating Loss	-60.1	-16.6	-3.5	–	-14.8
Net Finance Costs	-37.0	-24.0	-23.4	-11.2	-12.8
	88.9	**193.1**	**200.7**	**99.4**	**58.4**
Share of results of associate, net of tax	0.6	1.0	1.7	0.1	2.3
Share of results of joint venture, net of tax	3.5	2.6	2.9	0.7	2.0
Profit before Taxation	**93.1**	**196.6**	**205.3**	**100.2**	**62.8**
Taxation	-23.3	-50.8	-37.2	-20.2	-14.5
Profit for the period	**69.8**	**145.8**	**168.1**	**79.9**	**48.3**
Profit attributable to:					
Owners of the Company	62.2	149.6	160.5	82.1	47.9
Non-controlling interests	7.6	-3.8	7.6	-2.2	0.4
Profit for the year	**69.8**	**145.8**	**168.1**	**79.9**	**48.3**
Earnings per share (in cents)					
– Basic	**3.1**	**8.2**	**8.9**	**4.6**	**2.6**
– Diluted	**3.1**	**8.2**	**8.8**	**4.5**	**2.5**
EBITDA	**417.0**	**467.4**	**460.3**	**223.8**	**203.3**
Service EBITDA	**379.4**	**431.8**	**434.7**	**211.7**	**195.3**
Service Revenue	**1,888.5**	**1,991.6**	**2,028.9**	**947.6**	**976.1**
Service EBITDA as per cent. of Service Revenue	**20.1%**	**21.7%**	**21.4%**	**22.3%**	**20.0%**

From FY2020 to FY2024, the StarHub Group's Enterprise Business comprised the segments Data & Internet, Voice Services, Managed Services, Regional ICT Services and Cybersecurity Services. Beginning 1Q2025, Enterprise Business was refreshed to comprise the segments Managed Services (including Regional ICT following integration), Enterprise Connectivity, Carrier & Voice and Cybersecurity Services.

This change reflects the internal reorganisation and integration of regional subsidiaries, as well as the StarHub Group's shift from selling pure connectivity to delivering integrated solutions. The change was intended to provide greater clarity on growth drivers within Enterprise and to align reporting with how the business is now managed regionally.

1H2025 vs 1H2024

The StarHub Group's 1H2025 total revenue of S$1,128.8 million was S$23.9 million or 2.2% higher YoY, mainly due to higher revenue contributions from Broadband, Regional Enterprise Business and Cybersecurity Services, partially offset by lower contributions from Mobile, Entertainment and Sales of Equipment.

Mobile service revenue declined 5.4% YoY in 1H2025, mainly due to lower roaming revenue, lower value-added services ("**VAS**") revenues, lower voice and data subscriptions, lower IDD and lower excess data usages, partially offset by higher SMS and voice usages.

Broadband service revenue increased 4.4% YoY in 1H2025, mainly due to higher subscription revenue from stronger take-up in higher bandwidth plans and bundles despite a decline in subscribers, partially offset by lower revenue from premiums (relating to tactical promotions).

Entertainment service revenue decreased 9.1% YoY in 1H2025, mainly due to a reduction in subscribers, coupled with lower advertising revenues.

Regional Enterprise Business revenue increased 6.8% YoY in 1H2025, mainly due to higher revenue from Managed Services which increased 12.8% YoY.

Cybersecurity Services revenue increased 20.1% YoY in 1H2025, mainly due to higher project recognition, partially offset by the absence of D'Crypt's contribution following its divestment in February 2024.

Revenue from Sales of Equipment decreased 2.9% YoY in 1H2025, mainly due to longer device replacement cycles that resulted in lower volume of handsets sold.

The StarHub Group's total operating expenses in 1H2025 were S$54.2 million higher YoY, mainly due to higher cost of sales, higher other operating expenses and higher Cybersecurity Services operating expenses.

As a percentage of the StarHub Group's total revenue, total operating expenses in 1H2025 were at 93.0% compared to 90.1% in 1H2024.

As a percentage of Cybersecurity Services revenue, the segment's operating expenses for 1H2025 were at 105.1%, compared to 108.3% in 1H2024.

Cost of sales (excluding Cybersecurity Services)

Cost of sales in 1H2025 increased S$15.3 million YoY, mainly due to higher cost of services, partially offset by lower cost of equipment sold, lower traffic expenses and lower customer acquisition costs.

Cost of equipment sold decreased 0.4% YoY in 1H2025 mainly due to lower volume of handsets sold.

Cost of services increased 6.5% YoY in 1H2025, mainly due to higher costs associated with Regional Enterprise Business, higher costs for Mobile and Broadband and the absence of a non-recurring DARE+-related provision[1] that was utilised in 1H2024, partially offset by lower costs

[1] The DARE+-related provision was previously recognised in 2H2022.

for Entertainment. Excluding the effect from the utilisation of the non-recurring DARE+-related provision, cost of services of S$285.1 million in 1H2025 would have been S$15.5 million or 5.7% higher YoY.

Traffic expenses in 1H2025 decreased 7.3% YoY, mainly due to lower roaming cost in line with lower roaming revenue coupled with lower domestic and international traffic volumes.

Customer acquisition costs in 1H2025 decreased 0.3% YoY mainly due to lower acquisition costs for Entertainment and Broadband, partially offset by higher Mobile acquisition costs.

Cost of sales (Cybersecurity Services)

The YoY increase in cost of sales in 1H2025 was in line with higher revenues generated.

Other operating expenses

The StarHub Group's total other operating expenses were S$11.0 million higher YoY in 1H2025. As a percentage of total revenue, other operating expenses were 41.9% in 1H2025, compared to 41.8% in 1H2024.

Other operating expenses (excluding Cybersecurity Services)

An analysis of major variances in other operating expenses (excluding Cybersecurity Services) is provided below:

Staff costs

Staff costs were 3.9% higher YoY in 1H2025, mainly due to the absence of certain staff benefits that were previously provided for and utilised in 1H2024. Excluding this impact, staff costs of S$124.0 million in 1H2025 would have remained stable YoY.

Operating leases

Operating leases were 31.9% higher YoY in 1H2025, primarily due to the absence of S$5.1 million reversal for overseas lease circuits recorded in 1H2024 that were no longer required, following the successful re-negotiation of contracts with overseas carriers. Excluding which, operating leases would have been S$0.7 million or 3% higher YoY in 1H2025, due to an increase in contract capacity for the StarHub Hyperscale Data Centre @ Loyang.

Marketing and promotion

Marketing and promotion expenses were 2.7% higher YoY in 1H2025, mainly attributable to marketing and branding-related expenditure.

Loss allowance for trade receivables

Loss allowance for trade receivables was S$0.6 million higher YoY in 1H2025, mainly due to an increase in general allowance.

Repairs and maintenance

Repairs and maintenance expenses were S$5.7 million lower YoY in 1H2025, mainly due to a S$8.9 million reversal of provision for subsea cable repairs, which was no longer required following a review of assessment of repair requirements. Excluding this reversal, repairs and maintenance expenses would have been S$3.3 million or 5.7% higher YoY, mainly due to higher maintenance costs for IS systems, partially offset by lower maintenance costs for network infrastructure.

Other expenses

Other expenses were S$2.9 million higher YoY in 1H2025 mainly due to higher outsourcing costs, higher miscellaneous expenses and lower miscellaneous income, offset by higher foreign exchange gain, lower professional fees and lower licence fees.

Depreciation and amortisation

Depreciation and amortisation expense was S$3.9 million higher YoY in 1H2025, mainly due to higher depreciation of property, plant and equipment ("**PPE**") and higher amortisation of intangible assets, partially offset by lower depreciation of right-of-use ("**ROU**") assets.

Other operating expenses (Cybersecurity Services)

The YoY decrease in other operating expenses in 1H2025 was primarily due to lower staff costs, partially offset by higher other expenses.

Other income

Other income increased YoY in 1H2025, mainly due to higher income grants offset by lower recovery of tunnel fees from Simba.

Profitability

The StarHub Group's profit from operations for 1H2025 decreased S$24.3 million or 22.0% YoY to S$86.0 million. Operating loss from Cybersecurity Services was $8.7 million in 1H2025, a S$3.1 million or 26.3% YoY improvement compared to 1H2024. This was mainly driven by higher revenue, partially offset by increased operating expenses and lower other income. Excluding Cybersecurity Services, profit from operations in 1H2025 would have been S$94.8 million, S$27.4 million or 22.5% lower YoY. This is due to lower revenue from Mobile, Entertainment and Sales of Equipment and higher total operating expenses, partially offset by higher revenues from Broadband and Regional Enterprise Business and higher other income.

Service EBITDA margin was 20.0% in 1H2025, 2.3 percentage points lower compared to 1H2024.

Finance income was lower in 1H2025 due to lower interest rates, compared to 1H2024. Finance expense was lower YoY in 1H2025 mainly due to lower interest rates, partially offset by an increase in borrowings.

Non-operating income decreased S$0.2 million YoY in 1H2025 due to the absence of a fair value gain on remeasurement of disposal group – relating to the divestment of D'Crypt completed in February 2024, which was recorded in 1H2024.

Non-operating expenses increased by S$14.8 million YoY in 1H2025, mainly due to a one-off forfeiture payment of S$14.1 million to IMDA for the return of one 700 MHz spectrum lot, as well as a S$0.6 million impairment loss on property, plant, and equipment.

Share of results of associate was S$2.2 million higher in 1H2025, compared to 1H2024.

Share of results of joint venture was S$1.3 million higher in 1H2025, compared to 1H2024.

Profit before taxation of S$62.8 million in 1H2025 was S$37.4 million lower YoY, mainly due to lower profit from operations, higher non-operating expenses along with higher net finance costs, partially offset by higher share of results of associate and joint venture. As a result, taxation expense was S$5.7 million lower YoY at S$14.5 million in 1H2025.

Profit after taxation for the period in 1H2025 was S$48.3 million.

Excluding the net impact of the one-off forfeiture payment in 1H2025 and the utilisation of the non-recurring DARE+-related provision[1] in 1H2024, profit before taxation of S$76.9 million would have been S$21.3 million or 21.7% lower YoY in 1H2025 and profit after taxation of S$62.4 million would have been S$15.9 million or 20.3% lower YoY in 1H2025.

Capital expenditure commitments

As of 30 June 2025, the StarHub Group's total outstanding capital expenditure commitments amounted to S$264.6 million.

FY2024 vs FY2023

The StarHub Group's total revenue of S$2,367.7 million in FY2024 was S$5.4 million or 0.2% lower YoY, mainly due to lower contributions from Mobile, Entertainment and Sales of Equipment, partially mitigated by higher revenue contributions from Broadband and Enterprise Business.

Excluding D'Crypt[2], the StarHub Group's service revenue and total revenue in FY2024 would have been S$2,020.5 million and S$2,359.3 million, respectively, compared to S$1,945.4 million and $2,327.0 million in FY2023. This represents a YoY increase of S$75.1 million or 3.9% in the StarHub Group's service revenue, and a S$32.3 million or 1.4% YoY increase in the StarHub Group's total revenue in FY2024.

Mobile service revenue declined 5.3% YoY in FY2024, mainly due to lower Postpaid and Prepaid Mobile revenues. Postpaid Mobile revenues were lower YoY in FY2024, mainly due to lower roaming revenue, lower VAS revenues, lower voice and data subscriptions, lower SMS, excess data, voice and IDD usages. Prepaid Mobile revenues declined YoY in FY2024, mainly due to lower voice and IDD revenues, lower data subscriptions and lower Prepaid expired credits.

Broadband service revenue increased 0.6% YoY in FY2024, mainly due to higher subscription revenue from the growth in higher bandwidth plans and bundles, partially mitigated by lower revenue from premiums (relating to tactical promotions).

Entertainment service revenue decreased 6.8% YoY in FY2024, mainly due to a reduction in subscribers following the cessation of tactical promotions, coupled with lower commercial TV and advertising revenues.

Enterprise Business revenue increased 9.2% YoY in FY2024, mainly due to higher revenues from Data & Internet, Managed Services, Cybersecurity Services and Regional ICT Services, partially offset by lower revenue from Voice Services. Excluding D'Crypt[2], Enterprise Business revenue in FY2024 would have been S$980.9 million, compared to S$859.7 million in FY2023, representing a YoY increase of S$121.2 million or 14.1% and Cybersecurity Services revenue in FY2024 would have been S$383.7 million, compared to S$304.0 million in FY2023, representing a YoY increase of S$79.7 million or 26.2%.

Revenue from Sales of Equipment decreased 11.2% YoY in FY2024, mainly due to longer device replacement cycles, which resulted in lower volume of handsets sold.

The StarHub Group's total operating expenses in FY2024 were S$2.6 million lower YoY, mainly due to lower cost of sales and other operating expenses, partially offset by higher Cybersecurity Services operating expenses and Regional ICT Services operating expenses. The lower cost of sales in FY2024 was mainly attributed to the utilisation of a S$22.6 million non-recurring DARE+-related provision[1] during the year.

As a percentage of the StarHub Group's total revenue, total operating expenses in FY2024 were at 90.7%, compared to 90.6% in FY2023.

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2 The sale of D'Crypt was completed in February 2024.

Excluding D'Crypt[2], the StarHub Group's total operating expenses in FY2024 would have been S$2,135.4 million, compared to S$2,102.3 million in FY2023, which were S$33.1 million or 1.6% higher YoY.

As a percentage of Cybersecurity Services revenue, the segment's operating expenses in FY2024 were at 99.5%, compared to 99.9% in FY2023.

Excluding D'Crypt[2], Cybersecurity Services operating expenses in FY2024 would have been S$378.9 million, compared to S$302.9 million in FY2023, which were S$76.0 million or 25.1% higher YoY.

As a percentage of Regional ICT Services revenue, the segment's operating expenses in FY2024 were at 95.3%, compared to 95.0% in FY2023.

Cost of sales (excluding Cybersecurity Services and Regional ICT Services)

Cost of sales in FY2024 decreased S$51.4 million YoY, mainly due to lower cost of equipment sold, lower cost of services and lower traffic expenses.

Cost of equipment sold decreased 9.5% YoY in FY2024, mainly due to lower volume of handsets sold.

Cost of services decreased 2.9% YoY in FY2024, mainly due to lower Entertainment content costs, utilisation of a non-recurring DARE+-related provision[1], and lower Network Solution costs, partially offset by higher costs for Mobile and Broadband.

Traffic expenses in FY2024 decreased 10.4% YoY, mainly due to lower roaming cost in line with the lower roaming revenue coupled with lower domestic and international traffic volumes.

The customer acquisition costs remained flat YoY in FY2024.

Cost of sales (Cybersecurity Services)

The YoY increase in cost of sales in FY2024 was in line with higher revenues generated.

Excluding D'Crypt[2], cost of sales in FY2024 would have been S$234.6 million, compared to S$174.4 million in FY2023, representing a YoY increase of S$60.2 million or 34.5%.

Cost of sales (Regional ICT Services)

The YoY increase in cost of sales in FY2024 was in line with higher revenues generated.

The StarHub Group's total other operating expenses were lower YoY by S$2.4 million in FY2024. As a percentage of total revenue, other operating expenses were 40.9% in FY2024, compared to 40.9% in FY2023.

Excluding D'Crypt[2], the StarHub Group's total other operating expenses in FY2024 would have been S$967.1 million, compared to S$953.8 million in FY2023, representing a YoY increase of S$13.3 million or 1.4%.

Other operating expenses (excluding Cybersecurity Services and Regional ICT Services)

An analysis of major variances in other operating expenses (excluding Cybersecurity Services and Regional ICT Services) is provided below:

Staff costs

Staff costs were lower 2.7% YoY in FY2024, mainly due to the utilisation of certain staff benefits that were previously provided for. Excluding which, staff costs would have been S$228.6 million, representing S$1.7 million or 0.7% lower YoY.

Operating leases

Operating leases were S$3.4 million lower YoY in FY2024, primarily due to a S$5.1 million reversal of accruals for overseas lease circuits, which were no longer required following the successful re-negotiation of contracts with overseas carriers.

Marketing and promotion

Marketing and promotion expenses were 12.6% higher YoY in FY2024, mainly attributable to higher promotional activities in line with new product launches.

Loss allowance for trade receivables

Loss allowance for trade receivables was S$2.1 million lower YoY in FY2024, mainly due to improved collections.

Repairs and maintenance

Repairs and maintenance expenses were S$1.6 million lower YoY in FY2024, mainly due to lower maintenance costs for network infrastructure, partially offset by higher maintenance costs for IS systems.

Other expenses

Other expenses were S$0.8 million lower YoY in FY2024, mainly due to lower miscellaneous expense, lower foreign exchange loss and lower licence fees, partially offset by higher professional fees and lower miscellaneous income.

Depreciation and amortisation

Depreciation and amortisation expense was S$2.1 million higher YoY in FY2024, mainly due to higher depreciation of property, PPE, partially offset by lower depreciation of ROU assets.

Other operating expenses (Cybersecurity Services)

The other operating expenses in FY2024 remained flat YoY.

Excluding D'Crypt[2], the other operating expenses in FY2024 would have been S$144.3 million, compared to S$128.5 million in FY2023, representing a YoY increase of S$15.8 million or 12.3%.

Other operating expenses (Regional ICT Services)

The YoY increase in other operating expenses in FY2024 was mainly due to higher staff cost, higher depreciation and amortisation and higher other expenses, partially offset by lower repairs and maintenance expenses.

Other income increased YoY in 2H2024 and the full year, mainly due to higher income grants offset by lower recovery of tunnel fees from Simba.

Profitability

The StarHub Group's profit from operations in FY2024 decreased S$1.9 million or 0.9% YoY to S$224.4 million. Operating profit from Cybersecurity Services increased S$1.3 million or 89.6% YoY to S$2.7 million in FY2024, mainly due to higher revenue offset by higher operating expenses and lower other income. Operating profit from Regional ICT Services increased S$0.3 million or 5.0% YoY to S$7.2 million in FY2024, mainly due to higher revenue offset by higher operating expenses. Excluding Cybersecurity Services and Regional ICT Services, profit from operations in FY2024 would have been S$214.4 million, S$3.6 million or 1.6% lower YoY. This is due to lower revenues from Mobile, Entertainment and Sales of Equipment, partially offset by higher revenues from Broadband and Network Solutions, lower total operating expenses and higher other income.

Excluding D'Crypt[2], the StarHub Group's profit from operations in FY2024 would have been S$227.2 million, compared to S$227.1 million in FY2023. This represents YoY increase of S$0.1 million in FY2024. Excluding D'Crypt[2], Cybersecurity Services' operating profit in FY2024 would have been S$5.5 million, compared to S$2.2 million in FY2023. This represents YoY increase of S$3.3 million or 150.5% in FY2024.

Service EBITDA margin in FY2024 at 21.4% was 0.3 percentage points lower, when compared to FY2023. Excluding D'Crypt[2], Service EBITDA in FY2024 would have been S$437.4 million, compared to S$424.2 million in FY2023. This represents YoY increase of S$13.3 million or 3.1% in FY2024. Excluding D'Crypt[2], Service EBITDA margin in FY2024 would have been 21.7%, compared to 21.8% in FY2023. This represents YoY decrease of 0.1 percentage point in FY2024.

Finance income was higher in FY2024, compared to FY2023. Finance expense was higher YoY in FY2024 mainly due to higher interest cost on lease liabilities and borrowings.

Non-operating income decreased S$4.0 million YoY to S$3.2 million in FY2024 due to the recognition of a S$3.0 million fair value gain on the additional interest in the subsidiary – Vectra Corporation Limited, which occurred in March 2024, as part of the step-up acquisition from 39.6% to 83.1% by Ensign, offset by (i) the S$7.2 million in fair value gain recognised in FY2023, which had arisen from the financial liabilities measured at fair value associated with the contingent consideration for the acquisition of MyRepublic Broadband; and (ii) the recognition of a fair value gain of S$0.2 million on remeasurement of disposal group in FY2024 – relating to the divestment of D'Crypt announced in 4Q2023 and completed in February 2024.

Non-operating expenses decreased S$13.2 million YoY to S$3.5 million in FY2024, mainly due to a reimbursement of capital allowance claim amounting to S$3.2 million due to an agreement related to MyRepublic Broadband, coupled with the absence in recognition of the S$16.6 million in impairment loss on remeasurement of disposal group in 2H2023 – relating to the divestment of D'Crypt announced in 4Q2023.

Share of results of associate was S$0.7 million higher in FY2024, compared to FY2023.

Share of results of joint venture was S$0.3 million higher in FY2024, compared to FY2023.

Profit before taxation of S$205.3 million in FY2024 was S$8.7 million higher YoY, mainly due to lower non-operating expenses, lower net finance costs along with higher share of results of associate and joint venture, partially offset by lower profit from operations and lower non-operating income.

Taxation expense was S$13.7 million lower YoY at S$37.2 million in FY2024. The decrease was mainly due to (i) a tax credit from the capital allowance claims for MyRepublic Broadband in FY2024; and (ii) certain non-tax deductible items, specifically a S$16.6 million impairment loss on remeasurement of disposal group relating to D'Crypt and a S$7.2 million fair value gain from the financial liabilities measured at fair value associated with the contingent consideration for the acquisition of MyRepublic Broadband, as well as an overprovision of tax in FY2023.

Excluding D'Crypt[2], profit before taxation in FY2024 would have been S$208.1 million, compared to S$197.2 million in FY2023. This represents YoY increases of S$10.8 million or 5.5% in FY2024.

Profit after taxation in FY2024 was S$168.1 million. Excluding D'Crypt[2], profit after taxation in FY2024 would have been S$170.3 million, compared to S$146.8 million in FY2023. This represents YoY increase of S$23.5 million or 16.0% in FY2024.

As of 31 December 2024, the StarHub Group's total outstanding capital expenditure commitments amounted to S$503.5 million, including the outstanding commitments for 4G spectrum rights of S$282.0 million.

FY2023 vs FY2022

Revenue

The StarHub Group's total revenue of S$2,373.1 million in FY2023 was S$45.8 million or 2.0% higher YoY, mainly due to higher revenue contributions from Mobile, Broadband, Entertainment and Enterprise Business, partially offset by lower Sales of Equipment.

Mobile service revenue in FY2023 was 7.9% higher YoY, mainly due to higher Postpaid revenue. The increase in Postpaid revenue was due to higher roaming revenue, higher VAS revenues and voice subscriptions, partially offset by decreased SMS usage, data subscriptions, IDD usage, excess data and voice usage, coupled with the absence of S$1.7 million in one-off revenue recognised in 1H2022 relating to an infrastructure project. Excluding the effect of the one-off revenue in 1H2022, Mobile service revenue would have been S$46.3 million or 8.2% higher YoY in FY2023.

Broadband service revenue increased 2.6% YoY in FY2023, mainly due to higher subscription revenue.

Entertainment service revenue increased 5.4% YoY in FY2023, mainly due to higher subscription revenue, commercial TV revenue and advertising revenue. This was largely attributable to the Premier League that commenced in 3Q2022, partially offset by the absence of World Cup that was held in 4Q2022.

Enterprise Business revenue increased 4.7% YoY in FY2023, mainly due to higher revenue contributions from Network Solutions and Cybersecurity Services, partially offset by lower Regional ICT Services revenue.

Revenue from Sales of Equipment decreased 13.0% YoY in FY2023, mainly due to lower volume of handsets sold.

Operating Expenses

The StarHub Group's total operating expenses in FY2023 were S$31.8 million lower YoY, mainly due to the absence of S$30.8 million in non-recurring DARE+-related provisions recognised in 2H2022, as well as the reversal of a non-recurring DARE+-related provision in 1H2023 amounting to S$1.2 million, which was no longer required. As a percentage of the StarHub Group's total revenue, total operating expenses in FY2023 were at 90.6%, compared to 93.7% in FY2022.

Excluding the aforementioned reversal in 1H2023 and non-recurring provisions from 2H2022, the StarHub Group's total operating expenses in FY2023 would have been S$0.2 million higher YoY.

Cybersecurity Services

As a percentage of Cybersecurity Services revenue, Cybersecurity Services' operating expenses in FY2023 were at 99.9%, compared to 97.9% in FY2022.

Regional ICT Services

As a percentage of Regional ICT Services revenue, Regional ICT Services' operating expenses in FY2023 were at 98.4%, compared to 98.5% in FY2022.

Cost of Sales (excluding Cybersecurity Services and Regional ICT Services)

Cost of sales in FY2023 decreased S$46.9 million YoY, mainly due to reduced cost of equipment sold and customer acquisition costs, partially offset by higher cost of services and traffic expenses.

Cost of equipment sold decreased 13.8% YoY in FY2023, mainly due to lower volume of handsets sold.

Cost of services increased 3.0% YoY in FY2023, mainly due to higher Broadband costs, Network Solutions costs and Pay TV content costs, partially offset by lower Postpaid Mobile costs and the absence of S$22.6 million in non-recurring DARE+-related provision. Excluding this non-recurring provision from 2H2022, cost of services would have been S$35.5 million or 8.8% higher in FY2023.

Traffic expenses in FY2023 increased 5.1% YoY, mainly due to higher roaming cost in line with the higher roaming revenue, partially offset by lower domestic and international traffic volumes.

Customer acquisition costs in FY2023 decreased 18.9% YoY, mainly due to lower Broadband acquisition costs as well as lower dealer commission for Postpaid Mobile and Entertainment, partially offset by higher Prepaid Mobile acquisition costs.

Cost of Sales (Cybersecurity Services)

The YoY increase in cost of sales in FY2023 was in line with higher Cybersecurity Services revenue generated.

Cost of Sales (Regional ICT Services)

The YoY decrease in cost of sales in FY2023 was in line with lower Regional ICT Services revenue generated.

Other operating expenses

The StarHub Group's total other operating expenses in FY2023 were S$15.8 million lower YoY. As a percentage of total revenue, other operating expenses were 40.9% in FY2023, compared to 42.4% in FY2022.

Other operating expenses (excluding Cybersecurity Services and Regional ICT Services)

An analysis of major variances in other operating expenses (excluding Cybersecurity Services and Regional ICT Services) is provided below:

Staff costs

Staff costs were 10.1% higher YoY in FY2023, mainly due to the consolidation of MyRepublic Broadband from 2Q2022 and higher replacement cost as part of talent acquisition to support the DARE+ transformation efforts, partially offset by the absence of a non-recurring DARE+-related provision of S$4.0 million recognised in 2H2022. Excluding this non-recurring provision from prior year, staff costs would have been S$24.2 million or 12.3% higher YoY in FY2023.

Operating leases

Operating leases were 29.1% higher YoY in FY2023, mainly due to an increase in contract capacity for the StarHub Hyperscale Data Centre @ Loyang.

Marketing and promotions

Marketing and promotions expenses were 10.1% lower YoY in FY2023, as a result of more targeted promotional efforts coupled with the absence of World Cup held in 4Q2022, which led to lower spend overall.

Loss allowance for trade receivables

Loss allowance for trade receivables was S$5.7 million higher YoY in FY2023, mainly due to increase in general allowance as a result of higher trade receivables, partially offset by lower bad debt written off.

Repairs and maintenance

Repairs and maintenance expense was 1.4% higher YoY in FY2023, mainly due to higher maintenance costs for network infrastructure and certain IS contracts that were novated back to the StarHub Group, partially offset by lower submarine cables repair costs and the absence of a non-recurring DARE+-related provision of S$3.0 million for base station relocation costs recognised in 2H2022. Excluding the aforementioned provision from 2H2022, repairs and maintenance would have been S$4.5 million or 4.1% higher YoY in FY2023.

Other expenses

Other expenses were S$38.6 million lower YoY in FY2023, mainly due to lower licence fees, lower occupancy cost as a result of lower utilities rate, lower professional fees including the reversal of a non-recurring DARE+-related provision in 1H2023 of S$1.2 million that was no longer required, higher miscellaneous income, lower IT outsourcing costs, partially offset by higher miscellaneous expense and higher foreign exchange loss. Excluding this reversal in 1H2023 and the non-recurring provision for professional fees from prior year, other expenses would have been S$36.2 million or 21.7% lower YoY in FY2023.

Depreciation and amortisation

Depreciation and amortisation expense was S$19.8 million lower YoY in FY2023, mainly due to lower depreciation of PPE resulting from the shutdown of StarHub's legacy infrastructure in 2H2022 and lower amortisation of intangible assets.

Other operating expenses (Cybersecurity Services)

Other operating expenses in FY2023 were higher YoY primarily due to higher staff costs and higher depreciation and amortisation for Cybersecurity Services.

Other operating expenses (Regional ICT Services)

The YoY decrease in other operating expenses in FY2023 was due to higher miscellaneous income and lower depreciation and amortisation for Regional ICT Services.

Other income decreased YoY in FY2023, mainly due to lower income grants and lower recovery of tunnel fees from Simba.

Profitability

Profit from operations in FY2023 increased S$71.7 million YoY to S$226.3 million. Operating profit from Cybersecurity Services in FY2023 decreased S$12.2 million YoY to S$1.5 million mainly due to higher operating expenses and lower income grant, partially mitigated by higher revenue. Operating profit from Regional ICT Services decreased S$0.1 million YoY to S$3.0 million in FY2023. Excluding Cybersecurity Services and Regional ICT Services, profit from operations would have been S$221.9 million in FY2023, which was S$83.9 million or 60.8% higher YoY. This was due to higher revenues from Mobile, Broadband, Entertainment and Network Solutions and lower operating expenses mainly attributed to the absence of S$30.8 million in non-recurring DARE+-related provisions recognised in 2H2022 and the reversal of S$1.2 million in non-recurring DARE+-related provision in 1H2023 that was no longer required, partially offset by lower margin from Sales of Equipment. Excluding the reversal in 1H2023 and these non-recurring provisions from 2H2022, profit from operations (excluding Cybersecurity and Regional ICT Services) of S$220.7 million in FY2023 would have been S$51.9 million or 30.7% higher YoY.

Service EBITDA margin in FY2023 at 21.7% was 1.6 percentage points higher than FY2022. Excluding the S$1.2 million reversal of a non-recurring DARE+-related provision in 1H2023 that was no longer required, and the non-recurring DARE+-related provisions of S$30.8 million made in

2H2022, both categorised under operating expenses, Service EBITDA margin of 21.6% in FY2023 would have been 0.1 percentage point lower YoY.

Non-operating income decreased S$24.2 million YoY to S$7.2 million in 2023. This decline was primarily attributed to the absence of a fair value gain recognition of S$22.4 million, stemming from the reduction in forward liability recorded in 2H2022 for the acquisition of Strateq coupled with the absence of a fair value gain of S$0.5 million from the settlement of contingent consideration for the acquisition of Strateq in 1H2022. Additionally, there was the recognition in 2H2023 of a fair value gain of S$7.2 million arising from the financial liabilities measured at fair value associated with the contingent consideration for the acquisition of MyRepublic Broadband, which was S$1.3 million lower YoY.

Non-operating expense decreased S$43.5 million YoY to S$16.6 million in FY2023, mainly due to the recognition of S$16.6 million in impairment loss on remeasurement of disposal group – relating to the divestment of D'Crypt announced in 4Q2023, coupled with the absence of S$21.6 million in impairment loss of goodwill and intangible assets recognised as a result of the discontinuation of one of Strateq's business lines and impairment of network assets amounting to S$38.5 million relating to the shutdown of StarHub's legacy infrastructure in 2H2022.

Finance income was higher in FY2023, compared to FY2022. Finance expense was lower YoY in FY2023, mainly due to lower borrowings as a result of a bond redemption in 3Q2022 and lower interest cost on lease liabilities, partially offset by higher finance cost on financial liabilities associated with the consolidation of Strateq.

Share of results of associate was higher in FY2023, compared to FY2022.

Share of results of joint venture was lower in FY2023, compared to FY2022.

Profit before taxation of S$196.6 million in FY2023, was S$103.5 million higher YoY. These were attributed to higher profit from operations (as explained above) coupled with lower non-operating expense, partially offset by lower non-operating income. Taxation expenses were higher correspondingly at S$50.8 million in FY2023. Excluding the S$1.2 million reversal of non-recurring DARE+-related provision in 1H2023 that was no longer required, and the non-recurring DARE+-related provisions of S$30.8 million from 2H2022, both categorised under operating expenses, along with the non-operating expense and non-operating income incurred, profit before taxation would have been S$204.8 million in FY2023.

Profit after taxation for the period in FY2023 was S$145.8 million. Excluding the S$1.2 million reversal of non-recurring DARE+-related provision in 1H2023 that was no longer required, and the non-recurring DARE+-related provisions of S$30.8 million from 2H2022, both categorised under operating expenses, along with the non-operating expense and non-operating income incurred and the corresponding tax effects, profit after taxation would have been S$154.2 million in FY2023.

As of 31 December 2023, the StarHub Group's total outstanding capital expenditure commitments amounted to S$497.6 million, including the outstanding commitments for spectrum rights of S$282.0 million.

Consolidated Balance Sheets

	As at 31 December 2022	As at 31 December 2023	As at 31 December 2024	As at 30 June 2024	As at 30 June 2025
	S$' million	S$' million	S$' million	S$' million	S$' million
Cash and Bank Balances	573.6	502.2	539.6	569.7	487.1
Other Current Assets	845.7	879.0	987.0	870.2	1,014.3
Non-Current Assets	1,714.6	1,653.9	1,594.1	1,578.1	1,737.8
Total Assets	**3,133.9**	**3,035.1**	**3,120.7**	**3,018.0**	**3,239.2**
Short-term Interest-bearing Borrowings	136.6	11.2	447.5	209.5	546.9
Long-term Interest-bearing Borrowings	1,013.6	1,128.2	687.6	929.0	783.1
Other Current Liabilities	1,023.6	949.4	926.8	880.1	905.5
Other Non-current Liabilities	276.3	240.9	291.6	270.2	265.1
Total Liabilities	**2,450.1**	**2,329.7**	**2,353.5**	**2,288.8**	**2,500.6**
Net Assets	**683.8**	**705.4**	**767.2**	**729.2**	**738.7**
Share Capital	299.7	299.7	299.7	299.7	299.7
Reserves and Retained Profits	30.8	69.2	108.3	78.4	83.8
Perpetual Capital Securities	199.9	199.9	199.9	199.9	199.9
Equity attributable to owners and perpetual capital securities holders	530.4	568.8	607.9	577.9	583.3
Non-controlling interests	153.4	136.6	159.3	151.3	155.4
Total Equity	**683.8**	**705.4**	**767.2**	**729.2**	**738.7**

CAPITALISATION AND INDEBTEDNESS

The table sets forth the capitalisation and indebtedness of the StarHub Group and StarHub as at 31 December 2024 and 30 June 2025.

	StarHub Group As at 31 December 2024	StarHub Group As at 30 June 2025	StarHub As at 31 December 2024	StarHub As at 30 June 2025
	S$' million	S$' million	S$' million	S$' million
Short-term Borrowings (repayable within one year)				
Bank Loans	447.5	246.9	367.5	167.5
Medium term notes	–	300.0	–	300.0
Long-term Borrowings (repayable after one year)				
Bank Loans	187.7	583.2	187.7	583.2
Medium term notes	499.9	199.9	499.9	199.9
Total Borrowings	**1,135.1**	**1,330.1**	**1,055.1**	**1,250.6**
Shareholders' Equity				
Share Capital	299.7	299.7	299.7	299.7
Reserves	-323.3	-338.7	-42.6	-44.9
Retained Profits	431.6	422.4	2,122.3	2,196.7
Perpetual Capital Securities	199.9	199.9	199.9	199.9
Equity attributable to owners and perpetual capital securities holders	**607.9**	**583.3**	**2,579.3**	**2,651.3**
Non-controlling interests	159.3	155.4	–	–
Total Capitalisation	**767.2**	**738.7**	**2,579.3**	**2,651.3**
Total Capitalisation and Borrowings	**1,902.3**	**2,068.8**	**3,634.4**	**3,901.9**

The StarHub Group shareholders' equity is lower than that at StarHub's level partially due to the adoption of merger accounting in July 2002 when the shares of SCV were acquired and consolidated into the StarHub Group. The accounting effect was to effectively write off the goodwill/pre-acquisition losses of SCV against the StarHub Group's cumulative reserves. The investment in SCV was stated at cost at StarHub's level.

DIRECTORS AND MANAGEMENT

Board of Directors

The Board of Directors (the "**Board**") of StarHub comprises:

Name	Position
Mr Olivier Lim Tse Ghow	Independent Non-Executive Chairman
Mr Nikhil Oommen Jacob Eapen	Chief Executive Officer and Executive Director
Ms Deborah Tan Yang Sock (Mrs Deborah Ong)	Independent Director, Chairman of Audit Committee
Mr Lionel Yeo Hung Tong	Independent Director, Chairman of Nominating and Governance Committee
Ms Nayantara Bali	Independent Director, Chairman of Risk and Sustainability Committee
Ms Michelle Lee Guthrie	Independent Director, Chairman of Organisation Development and Compensation Committee
Mr Stephen Geoffrey Miller	Non-Executive Director, Chairman of Steering Committee
Mr Han Kwee Juan	Independent Director
Ms Jill Lee Ghim Ha	Independent Director
Mr Teo Ek Tor	Non-Executive Director
Mr Ahmad Abdulaziz A A Al-Neama	Non-Executive Director

Mr Olivier Lim Tse Ghow
Independent Non-Executive Chairman

Olivier is Chairman of the Singapore Tourism Board. He is the Lead Independent Director of DBS Group Holdings Ltd and DBS Bank Ltd and a Director of Raffles Medical Group and MoneyOwl Private Limited.

Olivier has previously served as Chairman of Certis CISCO Security Pte. Ltd., PropertyGuru Group Limited, ASX-listed Australand Holdings Limited, globalORE Pte Ltd, Mount Faber Leisure Group, the Advisory Council of the Singapore CFO Institute and as a Member of the Securities Industry Council. He has also held directorships in several SGX-listed companies including Banyan Tree Holdings, CapitaMalls Asia, and served on the boards of Singapore Management University, Jurong Town Corporation, Sentosa Development Corporation and the Accounting and Corporate Regulatory Authority.

Olivier worked at CapitaLand Limited from 2003 to 2014 and served as Group Deputy Chief Executive Officer, Group Chief Investment Officer and Group Chief Financial Officer ("**CFO**") during his career there. He was named CFO of the Year in the Business Times Singapore Corporate Awards 2007. Between 1989 and 2003, he worked at Citibank Singapore in various roles in the corporate and investment banking units and was Head of the Real Estate Unit in his ultimate role.

Olivier holds a First Class Honours degree in Civil Engineering from the Imperial College of Science, Technology and Medicine in the United Kingdom.

Mr Nikhil Oommen Jacob Eapen
Chief Executive Officer and Executive Director

As Chief Executive Officer and Executive Director, Nikhil directs StarHub's strategic focus and ensures the overall success of the StarHub Group. He also leads transformation efforts and capitalises on growth opportunities that create value for all stakeholders.

With 25 years of experience in the global ICT sector, Nikhil worked with senior executive teams to make synergistic investments in infrastructure and enterprise communications and technology. He previously served as Deputy Chief Executive Officer for ST Telemedia and Group Chief Executive Officer of ST Telemedia's Infrastructure Technology. Nikhil was also an investment banker for over 18 years at Citigroup, where he led capital markets and M&A transactions across Southeast Asia, Greater China, India and the U.S.

Recognised for championing digital transformation as a core business strategy for growth, Nikhil was named the Top Digital CEO at the SPARK Digital Leaders Award 2023. He holds a Bachelor of Science (Honours) in Economics from University College London.

Ms Deborah Tan Yang Sock (Mrs Deborah Ong)
Independent Director,
Chairman of Audit Committee

Deborah is a Director of, and chairs the Audit Committees of SATS Ltd and CapitaLand India Trust Management Pte. Ltd. (Trustee Manager of CapitaLand India Trust). She is also a Director of Wah Hin and Company Private Limited and a board member of the MAS. In addition, Deborah is a Director of, and chairs the Audit and Risk Committees of, SkillsFuture Singapore and the Lee Kong Chian School of Medicine at the Nanyang Technological University. She is also the chairperson of the Institute of Human Resource Professionals, and serves on the Judicial Service Commission.

Before Deborah retired as a Partner of PricewaterhouseCoopers LLP Singapore on 31 October 2020, she was a member of PwC Global Assurance Quality Leadership, working with a portfolio of PwC member firms including the United Kingdom, Korea and Japan. Prior to this appointment, Deborah was a member of the Leadership Team for PwC Singapore, and led the Risk and Quality, and Human Capital functions.

Deborah was awarded the Public Service Medal in 2015 and the Public Service Star in 2020. She holds a Bachelor of Accountancy (Honours) from the National University of Singapore, and is a Fellow with the Institute of Singapore Chartered Accountants (ISCA) and Certified Practising Accountants (CPA) Australia.

Mr Lionel Yeo Hung Tong
Independent Director,
Chairman of Nominating and Governance Committee

Lionel is an Independent Director of Singapura Finance Limited, GetGo Technologies Pte Ltd and Saudi Tourism Authority. He is also a Director of Ngee Ann Development Pte Ltd, a member of the executive committee of Ngee Ann Kongsi's Committee of Management, and a Council Member of the Ngee Ann Polytechnic. In addition, Lionel is an Advisor at Insignia Ventures Partners Fund III GP Ltd and Arukah Capital Pte Ltd.

Lionel was Chief Executive Officer and Director of SportsHub Pte. Ltd. from February 2020 to December 2022, CEO Advisor at Grab from September 2018 to 31 December 2019, and the Chief Executive of the Singapore Tourism Board from June 2012 to May 2018. Prior to that, he was the Dean & CEO of the Singapore Civil Service College and Deputy Secretary (Development) in the Public Service Division of the Prime Minister's Office. His work for the Singapore government also included securing FTAs and market access for Singapore companies (Ministry of Trade & Industry), designing tax reforms for economic competitiveness and fiscal sustainability (Ministry of Finance), and promoting culture and the arts (Ministry of Information and The Arts).

Lionel holds a Bachelor of Science (BSc) in Economics from the London School of Economics and Political Science and a Master of Business Administration (MBA) from the Massachusetts Institute of Technology – Sloan School of Management.

Ms Nayantara Bali
Independent Director,
Chairman of Risk and Sustainability Committee

Nayantara is a Director of ANV Consulting Pte Ltd, Torrent Pharmaceuticals Limited, Inchcape plc and Marico Ltd. She is a business leader with over 28 years of Asia-Pacific CEO and leadership experience at Procter & Gamble ("**P&G**"). At P&G, Nayantara held various senior level management positions, including Vice-President of the Asia-Pacific Beauty Care, Global Skin Care and Gillette Asia business units.

Nayantara has vast experience in the Fast Moving Consumer Goods (FMCG) sector, including how to build winning customer centric plans in a fast changing and digitally disrupted environment. She served on the Boards of P&G Gillette India from 2011 to 2013 and P&G Health & Hygiene India from 2003 to 2005. Nayantara was a member of P&G's Global Business Leadership Council and The Global Diversity & Inclusion Council.

Nayantara holds a Bachelor of Arts in Economics from Stella Maris College, University of Madras, and a Post Graduate Diploma in Business Management from the Indian Institute of Management – (IIM) Ahmedabad.

Ms Michelle Lee Guthrie
Independent Director,
Chairman of Organisation Development and Compensation Committee

Michelle is a Director of Catapult Group International Limited, a company listed on the Australian Securities Exchange. She has previously served as Chairman of Mighty Kingdom Limited and as a director of BNK Banking Corporation Limited.

Michelle has extensive experience and expertise in media management, content development, and a detailed knowledge of both traditional broadcasting and the digital media landscape. Over the last 30 years, Michelle has worked for a range of broadcasting and media organisations in Australia, Europe and Asia, including the Australian Broadcasting Corporation, BSkyB, Star TV and Google. She is well placed to guide the StarHub Group's strategic development, with her extensive knowledge of the Asian media market, digital technology and digital disruption.

Michelle holds a Bachelor of Arts and Law (Honours) from Sydney University.

Mr Stephen Geoffrey Miller
Non-Executive Director,
Chairman of Steering Committee

Stephen is the President & Group Chief Executive Officer of ST Telemedia and serves on its Board of Directors. He also serves on the Board of Telechoice International Limited and U Mobile Holdings Sdn. Bhd.

Stephen has over 35 years of experience in the communications, media and technology sectors, particularly in the areas of investment, international operations, financial management, business development and strategic planning. He has worked at ST Telemedia for close to 20 years in various senior positions including President & Chief Operating Officer, Chief Financial Officer, and consultant to its portfolio companies. Prior to ST Telemedia, he spent over 14 years of his career in investment banking with Credit Suisse, primarily heading its telecommunications and media group throughout Asia and the Pacific.

Stephen played a crucial role in steering ST Telemedia's strategic direction into data centres and infrastructure technology businesses to capture new opportunities in the digital economy. Since assuming the role of President & Group CEO, he has led the continuous enhancement of ST Telemedia's business capabilities and portfolio while instilling a shared culture to drive outcomes and

strengthen resilience. Stephen is also a strong advocate of corporate sustainability. Under his leadership, ST Telemedia formalised its sustainability framework to align its operations and strategies with the United Nations sustainable Development Goals. He currently holds leadership positions on a number of non-profit organisations' sustainability bodies.

Stephen holds a Bachelor's Degree in Commerce, with First Class Honours in Economics and Finance, from the University of New South Wales, Australia.

Mr Han Kwee Juan
Independent Director

Kwee Juan is Group Executive and Group Head of Institutional Banking at DBS. Prior to that, he was Country Head of DBS Singapore, where he was responsible for leading the franchise in the Group's largest market. He also served as Group Chief Information Officer from November 2023 to June 2024, implementing a Technology Risk Appetite framework, enhancing system observability, resiliency, and delivering more reliable digital services to the customers.

Kwee Juan is currently Chairman of the Audit Committee of the Board of Trustees of Singapore Institute of Technology, Chairman of the Digital Steering Committee of Association of Banks of Singapore, council member of Singapore National Employers' Federation and a member of the Institute of International Finance Digital Finance steering committee. Prior to this, he was DBS' Group Head of Strategy and Planning, where he played a pivotal role in driving the digital and business transformation agenda across the Group. Before joining DBS, Kwee Juan was CEO and Board member of Citibank Singapore Limited ("**CSL**"). He worked in Citibank for 28 years in a variety of roles in trading, corporate and investment banking, transaction banking and consumer banking. Kwee Juan served as a member of the Main Committee on the Future Economy ("**CFE**") and CFE's Subcommittee on Future Growth Industries and Markets in 2016.

In 2017, Kwee Juan was awarded the NTU Alumni Achievement Award in recognition of his contribution to the banking industry and NTU. He was also recognised by Retail Banker International as "Trailblazer of the Year (Individual)" in 2015 for the growth and transformation of CSL under his leadership. Kwee Juan was conferred the title "IBF Distinguished Fellow" for Wealth Management by the Institute of Banking & Finance in 2013.

Kwee Juan holds a Bachelor's degree in Computer Science and Information Systems from the National University of Singapore and an MBA (Banking and Finance) from Nanyang Technological University. He has also completed executive leadership courses from Wharton Business School and the Asia Financial Leadership Programme.

Ms Jill Lee Ghim Ha
Independent Director

Jill serves as a Director and Chairperson of the Audit Committee at Schneider Electric SE, a French-listed company on the Fortune Global 500. In Singapore, she is also a Director of PSA International Pte Ltd and 65 Equity Partners Pte. Ltd. Additionally, Jill is a Board Member and the Chairperson of the Audit Committee at JTC Corporation, as well as a member of the Board of Governors at ITE and the Management Board of NUS ISS.

Jill has held independent directorships, including chairing the Audit Committees at Swiss-listed Sulzer Ltd (2011–2018) and medmix Ltd (2021–2022), as well as at Dutch-listed Signify NV (2017–2020). She also served as a Foundation Board Member at IMD Business School in Switzerland (2021–2023) and as a long-serving Advisory Board Member of Nanyang Business School at NTU (2011–2024).

With 37 years of experience in the capital goods and technology sectors, Jill has worked for leading global companies, including Siemens, ABB, Sulzer and AT&T. Her executive career began in Singapore and expanded internationally, with key roles in China, Germany and Switzerland over an 18-year period.

Jill's international leadership experience includes several high-profile roles, such as Group CFO and Executive Committee Member at Sulzer Ltd in Switzerland (2018–2022), Group Senior Vice President for global transformation initiatives at ABB Ltd in Switzerland (2015–2018) and Siemens AG's first-ever Group Chief Diversity Officer in Germany (2008–2010). Earlier in her career, she held regional CFO roles at ABB and Siemens in China, overseeing North-Asia, and served as the Country CFO for Siemens in Singapore.

Jill holds a Bachelor of Business Administration from the National University of Singapore and a Master of Business Administration from Nanyang Technological University. In 2020, she received the Nanyang Distinguished Alumni Award.

Mr Teo Ek Tor
Non-Executive Director

Ek Tor is Chairman of PrimePartners Group Pte Ltd, PrimePartners Corporate Finance Pte Ltd and N PrimePartners Capital Pte. Ltd., a joint venture asset management company based in Singapore. He is also Non-Executive Chairman of ST Telemedia, STT Communications Ltd and AMH and a non-executive director of STT GDC Pte. Ltd and Ensign.

Ek Tor has vast experience in investment banking and asset management in Asia, and brings with him in-depth financial and analytical expertise. He had contributed to and been instrumental in the development of two major regional investment banking groups – Morgan Grenfell Asia (1980-1993) and BNP Prime Peregrine (1997-1999). Ek Tor held senior executive positions within the Morgan Grenfell Asia group and was the Regional Managing Director of BNP Prime Peregrine (Singapore) Ltd.

Ek Tor holds a Bachelor of Arts (Honours) in Business Administration, from the University of Western Ontario, Canada.

Mr Ahmad Abdulaziz A A Al-Neama
Non-Executive Director

Ahmad is Group Regional CEO at Ooredoo Group and a Commissioner of Indosat Ooredoo Hutchison. Prior to that he was President Director and Chief Executive Officer of Indosat Ooredoo.

Ahmad is the Chairman of Ooredoo Myanmar Ltd., Ooredoo Tunisie and Ooredoo Algerie. He also serves on the Boards of AMH and Shenington Investments Pte Ltd. He has more than 18 years of experience with the Ooredoo Group in various operational and management roles, including Group Chief Technology Officer, Chief Sales & Service Officer and Senior Director of Radio Networks. He has extensive experience in the telecommunications industry, with a proven track record of effective management, team leadership, project management, business development and strategy.

Ahmad holds a degree in Engineering (Electrical and Electronics Engineering) from the University of Colorado at Denver.

The Management of StarHub

Set out below is the management of StarHub:

Name	Position
Mr Nikhil Oommen Jacob Eapen	Chief Executive Officer
Mr Jacky Lo	Chief Financial Officer
Mr Matt Williams	Chief, Consumer Business Group
Mr Tan Kit Yong	Chief, Regional Enterprise
Mr Tan Toi Chia	Chief, People, Organisation and Communications
Mr Volkan Sevindik	Chief Technology Officer
Mr Adam Seyer	Chief Information Officer
Mr Hoo Chuan Wei	Chief Information Security Officer
Mr Joey Low Jih Kok	Head of Customer Operations
Ms Audra Balasingam	General Counsel and Company Secretary
Mr Wee Keng Hoon	Head of Government and Strategic Affairs
Ms Jaclyn Yeo	Head of Corporate Sustainability

Mr Nikhil Oommen Jacob Eapen
Chief Executive Officer and Executive Director

Please refer to write-up under "Directors and Management – Board of Directors".

Mr Jacky Lo
Chief Financial Officer

Jacky is StarHub's Chief Financial Officer, overseeing the StarHub Group's overall financial well-being. Apart from formulating and implementing financial management strategies, he leads investor relations, M&A activities, procurement and enterprise risk management.

Prior to joining StarHub, Jacky served as Director and Group Chief Financial Officer of PT GoTo Gojek Tokopedia Tbk. He was also the Chief Financial Officer of OneConnect Financial Technology Co. Ltd and Yum China Holdings Inc. Earlier in his career, Jacky worked with Ernst & Young, including as a Partner and the Deputy Director in its Asia Pacific Capital Markets Center.

Jacky holds a Master in Professional Accounting, and both a Bachelor of Business Administration (with honours) and a Bachelor of Arts in Economics (with honours) from The University of Texas at Austin. He is a certified public accountant in Texas, and a member of the Hong Kong Institute of Certified Public Accountants and the American Institute of Certified Public Accountants.

Mr Matt Williams
Chief, Consumer Business Group

Matt is the Chief of Consumer Business Group, which serves both the consumer and SME markets with mobile, broadband and entertainment products. He directs strategic planning, product innovation and transformation efforts for the segment, as well as for StarHub's digital brand giga! and MyRepublic Broadband.

Matt has a track record of delivering distinctive customer experiences, driving business growth and creating sustained shareholder returns for consumer businesses across the world. Prior to joining StarHub, he led the Optus consumer business in Australia and was a board member of the Bridge Alliance. Matt also led businesses for Vodafone Group in the UK, Greece and New Zealand, and held various Group leadership roles working across Vodafone's country-markets.

Matt holds a Master of Business Administration (with honours) from London Business School and degrees from the University of Auckland.

Mr Tan Kit Yong
Chief, Regional Enterprise

Kit Yong is the Chief of Regional Enterprise, a growing segment that focuses on enterprise and government customers. Under his direction, the StarHub Group delivers connectivity, platforms, applications and tailored industry solutions and services that enable organisations to thrive in the digital economy.

Kit Yong has extensive experience leading and executing business strategies across diverse industries such as financial services, telecommunications, healthcare, automotive and transportation and logistics. He last held the position of General Manager, Global Technology Services ("**GTS**") at IBM Singapore. Kit Yong also served as APAC Service Leader for Managed Applications (SAP & Oracle) on Multi-cloud and Hybrid Cloud Services and Interim General Manager, GTS at IBM Philippines, where he accelerated IBM's journey to cloud growth in Asia Pacific.

Kit Yong holds a Bachelor of Finance and Marketing from Curtin University, Australia.

Mr Tan Toi Chia
Chief, People, Organisation and Communications

As Chief of People, Organisation and Communications, Toi Chia drives the strategic people and organisational agenda at StarHub, cultivating a culture of excellence while elevating employee performance. He also upholds StarHub's reputation as a key industry player through corporate branding and communications.

With his extensive human resource and consultancy experience, Toi Chia held key positions in government-linked organisations and multinational corporations and worked in various countries around the world. He was previously the Chief Corporate and Human Resources Officer at Certis, where he led people, strategy, organisation transformation and development, strategic marketing and brand management, communications and corporate social responsibility. Toi Chia also served as a consultant at Heidrick & Struggles, a global executive search and leadership consulting firm.

Toi Chia is a certified coach and a Board Member of the School of the Arts, Singapore. He holds a Bachelor of Science (First Class Honours) in Economics from the London School of Economics and Political Science, United Kingdom.

Mr Volkan Sevindik
Chief Technology Officer

Volkan is StarHub's Chief Technology Officer, and he ensures the maintenance of a strong and efficient network that supports diverse business operations. Additionally, he drives network transformation initiatives to accelerate the StarHub Group's growth.

With over 20 years of experience in designing and delivering transformative products, services and networks, Volkan previously served as Head of Cloud Access Networks at Rakuten (USA), where he played a pivotal role in advancing cutting-edge technologies. His career spans senior leadership roles, including Senior Director, Manager and Consultant positions at Tier-1 service providers, satellite communications companies and Fortune 100 enterprises in the US.

Volkan holds a Ph.D. in Electrical and Computer Engineering from the University of Massachusetts, a Master of Science (with honours) from Boğaziçi University and a Bachelor of Science in Electronics and Telecommunications Engineering (with First Class Honours) from Istanbul Technical University.

Mr Adam Seyer
Chief Information Officer

As Chief Information Officer, Adam directs the strategy for information technology ("**IT**") at StarHub, overseeing the infrastructure, systems and applications that support the StarHub Group's business growth and customer-centric goals.

Prior to StarHub, Adam was Head of Engineering at Grab, where he managed technology services across an extensive portfolio of companies. His leadership spanned corporate IT, business IT, productivity systems, IT governance, identity access management and end user computing support, servicing over 10,000 employees across 60 offices in 12 countries. Adam also held management positions in Advanced Micro Devices, Rackspace, Gigster and Data Foundry in Austin, Texas and San Francisco, California.

Adam attended the University of Texas at Austin before pursuing a career in IT, gaining valuable experience at notable technology companies such as Dell, IBM, Applied Materials and IPC Technologies.

Mr Hoo Chuan Wei
Chief Information Security Officer

Chuan Wei is the Chief Information Security Officer at StarHub. He formulates and implements strategic technology development and manages the StarHub Group's cybersecurity operations.

With more than 25 years of experience in information security, Chuan Wei held key positions in large government-linked organisations and multinational corporations. Before joining StarHub, he was the Group Chief Information Security Officer at ST Engineering. He also served as Executive Security Advisor at IBM.

Chuan Wei graduated from the University of Southern Queensland and is CISSP, CISA, CFE and BCCE-certified. He has been an authorised instructor at The International Information System Security Certification Consortium since 2010. Chuan Wei also lectured at Nanyang Technological University and Temasek Polytechnic and continues to lecture at the Institute of Systems Science-National University of Singapore.

Mr Joey Low Jih Kok
Head of Customer Operations

As the Head of Customer Operations, Joey manages customer service and field technician operations, ensuring the delivery of consistent and intentional support online, onsite and over the phone. He also serves as Deputy Chair for the Management Steering Committee for Quality of Service, looking after operational and service excellence.

With more than 20 years of experience in customer support, Joey started his career as a network engineer in Cyberway Pte Ltd. He joined StarHub after its merger with Singapore Cable Vision Ltd and consolidated the contact centres of both companies. Joey led the team in automating processes, implementing analytics and establishing offshore contact centres.

Joey holds a Bachelor of Engineering (First Class Honours) from the University of Aberdeen.

Ms Audra Balasingam
General Counsel and Company Secretary

As General Counsel, Audra leads a team of lawyers providing strategic legal advice to StarHub's business units and developing and implementing legal strategies to support business objectives and mitigate risks. She also serves as StarHub's Data Protection Officer, responsible for the StarHub Group's privacy and data protection compliance. In her role as Company Secretary, Audra oversees

corporate secretarial matters pertaining to SGX-ST-listed StarHub as well as the StarHub Group's subsidiaries, ensuring compliance with corporate governance requirements and best practices.

Leveraging more than 14 years of industry knowledge, Audra is a seasoned technology, media and info-communications lawyer. She was called to the Singapore Bar in 2006 and previously practised at a large law firm specialising in commercial litigation and dispute resolution.

Audra was recognised in the Legal500's GC Powerlist Southeast Asia 2024. She holds a Bachelor of Laws (Honours) from University College London and a Practitioner Certificate in Personal Data Protection from the Personal Data Protection Commission.

Mr Wee Keng Hoon
Head of Government & Strategic Affairs

Keng Hoon is StarHub's Head for managing regulatory affairs. He provides guidance on regulatory compliance and undertakes strong and supportive engagement with regulatory bodies such as the IMDA and CSA, and with common industry partners on regulatory developments and requirements.

Having served in both public and private sectors, Keng Hoon has more than 20 years of experience in public policy and regulatory advisory and compliance. Prior to joining StarHub, he was with M1, IMDA and the Telecommunications Authority of Singapore. His work involved anti-scam industry measures, 5G development, cybersecurity governance, spectrum auctions, inter-operator interconnection and number portability, and the development of nationwide broadband network and competition frameworks.

Keng Hoon holds a Master's Degree in Business Administration from Warwick Business School and graduated with a Bachelor of Electrical Engineering degree from the National University of Singapore.

Ms Jaclyn Yeo
Head of Corporate Sustainability

Jaclyn leads the sustainability agenda at StarHub, integrating sustainability with corporate strategy, embedding it into business decisioning and creating impact within and beyond the organisation.

Prior to joining StarHub, Jaclyn led the sustainability reporting and climate disclosure efforts at the Chief Sustainability Office at DBS Bank and supported the management on group sustainability initiatives. She was also a research manager at Marsh McLennan and was responsible for thought leadership publications focusing on climate resilience, transformative technologies and other emerging risks topics.

Jaclyn holds a Master of Philosophy in Engineering for Sustainable Development from the University of Cambridge and a Master of Science in Environmental Engineering from the National University of Singapore.

USE OF PROCEEDS

The net proceeds arising from the issue of Securities under the Programme (after deducting issue expenses) will be used for financing the general corporate funding requirements or investments of the Issuer and/or the StarHub Group (including financing new acquisitions and investments, refinancing of existing borrowings, working capital, capital expenditure and other general funding requirements), unless otherwise specified in the relevant Pricing Supplement.

CLEARING AND SETTLEMENT

Clearance and Settlement under the Depository System

In respect of Securities which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("**Depository System**") maintained by CDP. Securities that are to be listed on the SGX-ST may be cleared through CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Securities which are accepted for clearance by CDP, the entire issue of the Securities is to be held by CDP in the form of a Global Security or a Global Certificate for persons holding the Securities in securities accounts with CDP ("**Depositors**"). Delivery and transfer of Securities between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in the Securities through the Depository System may be effected through securities sub-accounts held with corporate depositors ("**Depository Agents**"). Depositors holding the Securities in direct securities accounts with CDP, and who wish to trade Securities through the Depository System, must transfer the Securities to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payments of interest and distribution and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfers of interests in the Securities in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Issuing and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Clearance and Settlement under Euroclear and/or Clearstream

Euroclear and Clearstream each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in the accounts of such participants, thereby eliminating the need for physical movements of certificates and any risks from lack of simultaneous transfer. Euroclear and Clearstream provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream each also deals with domestic securities markets in several countries through established depository and custodial relationships. The respective systems of Euroclear and Clearstream have established an electronic bridge between their two systems which enables their respective participants to settle trades with one another. Euroclear and Clearstream participants are financial institutions throughout the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear or Clearstream is also available to other financial institutions, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly. A participant's overall contractual relations with either Euroclear or Clearstream are governed by the respective rules and operating procedures of Euroclear or Clearstream and any applicable laws.

Both Euroclear and Clearstream act under those rules and operating procedures only on behalf of their respective participants, and have no record of, or relationship with, persons holding any interests through their respective participants. Distributions of principal with respect to book-entry interests in the Securities held through Euroclear or Clearstream will be credited, to the extent received by the Issuing and Paying Agent, to the cash accounts of the relevant Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

SINGAPORE TAXATION

*The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and e-tax guides issued by MAS and IRAS in force as at the date of this Information Memorandum and are subject to any changes in such laws, administrative guidelines, or e-tax guides, or the interpretation of those laws, guidelines, or e-tax guides, occurring after such date, which changes could be made on a retroactive basis, including amendments to the Income Tax (Qualifying Debt Securities) Regulations to include the conditions for the income tax and withholding tax exemptions under the qualifying debt securities ("**QDS**") scheme for early redemption fee (as defined in the ITA) and redemption premium (as such term has been amended by the ITA). It should be noted that as at the date of this Information Memorandum, the Income Tax (Qualifying Debt Securities) Regulations have not been amended to reflect the amendments made to the ITA in respect of the QDS scheme pursuant to the Income Tax (Amendment) Act 2023. These laws, guidelines and e-tax guides are also subject to various interpretations or conclusions set out below and no assurance can be given that the relevant tax authorities or the courts will agree with the explanations or conclusions set out below. The following is a summary of the material Singapore tax consequences to a holder of the Securities. Neither these statements nor any other statements in this Information Memorandum are intended or are to be regarded as advice on the tax position of any holder of the Securities or of any person acquiring, selling or otherwise dealing with the Securities or on any tax implications arising from the acquisition, sale or other dealings in respect of the Securities. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. The statements made herein should not be regarded as advice on the tax position of any person and should be treated with appropriate caution. Holders and prospective holders of the Securities are advised to consult their own professional tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Securities, including, in particular, the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Arrangers and any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Securities.*

In addition, the disclosure below is on the assumption that the Comptroller of Income Tax in Singapore regards each tranche of Perpetual Securities as "debt securities" for the purposes of the ITA and that distribution payments made under each tranche of Perpetual Securities will be regarded as interest payable on indebtedness and holders thereof may therefore enjoy the tax concessions and exemptions available for QDS, provided that the other conditions for the QDS scheme are satisfied. If any tranche of Perpetual Securities is not regarded as "debt securities" for the purposes of the ITA, or any distribution payment made under any tranche of Perpetual Securities is not regarded as interest payable on indebtedness or holders thereof are not eligible for the tax concessions under the QDS scheme, the tax treatment to holders may differ. Investors and holders of any tranche of Perpetual Securities should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding and disposal of any tranche of Perpetual Securities.

1. Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the ITA, the following payments are deemed to be derived from Singapore:

(a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any

immovable property situated outside Singapore) or (ii) deductible against any income accruing in or derived from Singapore; or

(b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15.0% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17.0%. The applicable rate for non-resident individuals is currently 24.0%. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15.0%. The rate of 15.0% may be reduced by applicable tax treaties.

However, certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium from debt securities, except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession.

The terms "**early redemption fee**" and "**redemption premium**" are defined in the ITA as follows:

"**early redemption fee**", in relation to debt securities and qualifying debt securities, means any fee payable by the issuer of the securities on the early redemption of the securities; and

"**redemption premium**", in relation to debt securities and qualifying debt securities, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity or on the early redemption of the securities.

References to "early redemption fee" and "redemption premium" in this Singapore tax disclosure have the same meaning as defined in the ITA.

From the time of establishment of the Programme to 9 May 2017, the Programme as a whole was arranged by Australia and New Zealand Banking Group Limited and DBS, each of which was a Financial Sector Incentive (Bond Market) Company ("**FSI-BM Company**") (as defined in the ITA) at such time. Australia and New Zealand Banking Group Limited was terminated as an arranger under the Programme with effect from 9 May 2017, and DBS was appointed as the sole arranger under the Programme and was a Financial Sector Incentive (Capital Market) Company ("**FSI-CM Company**"), Financial Sector Incentive (Standard Tier) Company ("**FSI-ST Company**") or FSI-BM Company (as defined in the ITA) at such time, and is also a Specified Licensed Entity (as defined below) from 15 February 2023. UOB has been appointed as an additional arranger under the Programme with effect from 6 October 2025, and is a Specified Licensed Entity (as defined below).

On the basis that the Programme as a whole was arranged by FSI-BM Companies prior to 1 January 2014, by entities which are a FSI-BM Company, FSI-CM Company or FSI-ST Company thereafter, and by Specified Licensed Entities from 15 February 2023, any tranche of the Securities ("**Relevant Securities**") issued as debt securities under the Programme during the period from the date of this Information Memorandum to 31 December 2028 would be QDS for the purposes of the ITA, to which the following treatment shall apply:

(i) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require, and the inclusion by the Issuer in all offering documents relating to the

Relevant Securities of a statement to the effect that where interest, discount income, early redemption fee or redemption premium from the Relevant Securities is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for QDS shall not apply if the non-resident person acquires the Relevant Securities using the funds and profits of such person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), early redemption fee and redemption premium (collectively, the "**Specified Income**") from the Relevant Securities paid by the Issuer and derived by a holder who is not resident in Singapore and who (aa) does not have any permanent establishment in Singapore or (bb) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Securities are not obtained from such person's operation through a permanent establishment in Singapore, are exempt from Singapore tax;

(ii) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require), Specified Income from the Relevant Securities paid by the Issuer and derived by any company or body of persons (as defined in the ITA) in Singapore, other than any non-resident who qualifies for the tax exemption as described in paragraph (i) above, is subject to income tax at a concessionary rate of 10.0% (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and

(iii) subject to:

(aa) the Issuer including in all offering documents relating to the Relevant Securities a statement to the effect that any person whose interest, discount income, early redemption fee or redemption premium derived from the Relevant Securities is not exempt from tax shall include such income in a return of income made under the ITA; and

(bb) the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities for the Relevant Securities in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Securities as the MAS may require,

payments of Specified Income derived from the Relevant Securities are not subject to withholding of tax by the Issuer.

The term "Specified Licensed Entity" means any of the following persons:

(A) a bank or merchant bank licensed under the Banking Act 1970 of Singapore;

(B) a finance company licensed under the Finance Companies Act 1967 of Singapore; or

(C) a person who holds a capital markets services licence under the SFA to carry on a business in any of the following regulated activities: advising on corporate finance or dealing in capital markets products.

However, notwithstanding the foregoing:

(A) if during the primary launch of any tranche of Relevant Securities, the Relevant Securities of such tranche are issued to fewer than four persons and 50.0% or more of the issue of such Relevant Securities is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Securities would not qualify as QDS; and

(B) even though a particular tranche of Relevant Securities are QDS, if, at any time during the tenure of such tranche of Relevant Securities, 50.0% or more of such Relevant Securities which are outstanding at any time during the life of their issue is beneficially held or funded,

directly or indirectly, by any related party(ies) of the Issuer, Specified Income derived from such Relevant Securities held by:

(i) any related party of the Issuer; or

(ii) any other person where the funds used by such person to acquire such Relevant Securities are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax as described above.

The term "**related party**", in relation to a person (*A*), means any person (a) who directly or indirectly controls *A*; (b) who is being controlled directly or indirectly by *A*; or (c) who, together with *A*, is directly or indirectly under the control of a common person.

Where interest (including distributions which are regarded as interest for Singapore income tax purposes), discount income, early redemption fee or redemption premium (i.e. the Specified Income) is derived from the Relevant Securities by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the ITA (as mentioned above) shall not apply if such person acquires such Relevant Securities using the funds and profits of such person's operations through a permanent establishment in Singapore.

Notwithstanding that the Issuer is permitted to make payments of Specified Income in respect of the Relevant Securities without deduction or withholding of tax under Section 45 or Section 45A of the ITA, any person whose interest (including distributions which are regarded as interest for Singapore income tax purposes), discount income, early redemption fee or redemption premium (i.e. the Specified Income) derived from the Relevant Securities is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the ITA.

2. Taxation relating to Payments on Perpetual Securities

The ITA currently does not contain specific provisions on how financial instruments that exhibit both debt-like and equity-like features, i.e. hybrid instruments, should be treated for income tax purposes. However, IRAS has published the e-tax guide: Income Tax Treatment of Hybrid Instruments (Second Edition) on 21 October 2019 (the "**Hybrid Instruments e-Tax Guide**") which sets out the income tax treatment of hybrid instruments, including the factors that IRAS will generally use to determine whether such instruments are debt or equity instruments for income tax purposes.

Among others, IRAS has stated in the Hybrid Instruments e-Tax Guide that:

(a) whether or not a hybrid instrument will be treated as debt or equity security for income tax purposes will firstly depend on its legal form, to be determined based on an examination of the legal rights and obligations attached to the instrument;

(b) a hybrid instrument is generally characterised as equity if the legal terms of the instrument indicate ownership interests in the issuer. If the legal form of a hybrid instrument is not indicative of or does not reflect the legal rights and obligations, the facts and circumstances surrounding the instrument and a combination of factors, not limited to the following, would have to be examined to ascertain the nature of the instrument for income tax purposes.

These factors include (but are not limited to):

(i) nature of interest acquired;

(ii) investor's right to participate in issuer's business;

(iii) voting rights conferred by the instrument;

(iv) obligation to repay the principal amount;

(v) payout;

(vi) investor's right to enforce payment;

(vii) classification by other regulatory authority; and

(viii) ranking for repayment in the event of liquidation or dissolution;

(c) if a hybrid instrument is characterised as a debt instrument for income tax purposes, distributions from the issuer to the investors are regarded as interest; and

(d) if a hybrid instrument issued by a company or a REIT (as defined in the ITA) is characterised as an equity instrument for income tax purposes, distributions from the issuer to the investors are regarded as either dividends or distributions. Where the dividend is paid by a company resident in Singapore, the dividend, being a one-tier dividend, is exempted from tax in the hands of the investor.

3. Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Securities will not be taxable in Singapore. However, any gains derived by any person from the sale of the Securities which are gains from any trade, business, profession or vocation carried on by that person, if accruing in or derived from Singapore, may be taxable as such gains are considered revenue in nature.

There are no specific laws or regulations which deal with the characterisation of capital gains. The characterisation of the gains arising from a sale of the Securities will depend on the individual facts and circumstances of the holder and relating to the sale of the Securities.

Holders of the Securities who apply or who are required to apply Singapore Financial Reporting Standard 109 ("**FRS 109**") or Singapore Financial Reporting Standard (International) 9 ("**SFRS(I) 9**") (as the case may be) may, for Singapore income tax purposes, be required to recognise gains or losses (not being gains or losses in the nature of capital) on the Securities, irrespective of disposal, in accordance with FRS 109 or SFRS(I) 9 (as the case may be). Please see the section below on "*Adoption of FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes*".

4. Adoption of FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes

Section 34AA of the ITA requires taxpayers who adopt or who are required to adopt FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. IRAS has also issued an e-Tax Guide entitled "Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments".

Holders of the Securities who may be subject to the tax treatment under Section 34AA of the ITA should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Securities.

5. Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

SUBSCRIPTION, PURCHASE AND DISTRIBUTION

The Programme Agreement provides for Securities to be offered from time to time through one or more Dealers. The price at which a Series or Tranche will be issued will be determined prior to its issue between the Issuer and the relevant Dealer(s). The obligations of the Dealers under the Programme Agreement will be subject to certain conditions set out in the Programme Agreement. Each Dealer (acting as principal) will subscribe or procure subscribers for Securities from the Issuer pursuant to the Programme Agreement.

The Arrangers, the Dealers or any of their respective affiliates may have performed certain banking and advisory services for the Issuer and/or its subsidiaries and/or its affiliates from time to time for which they have received customary fees and expenses and may, from time to time, engage in transactions with and perform services for the Issuer and/or its subsidiaries and/or its affiliates in the ordinary course of the Issuer's or its subsidiaries' or its affiliates' business. The Issuer may also from time to time agree with the relevant Dealer(s) that the Issuer may pay certain third-party commissions (including, without limitation, rebates to private banks as may be specified in the applicable Pricing Supplement).

If a jurisdiction requires that the offering be made by a licensed broker or dealer and the Dealers or any affiliate of the Dealers is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by that Dealer or its affiliate on behalf of the Issuer in such jurisdiction.

In connection with the issue of any Tranche of Securities, such Securities, when issued, may not have a market. The Dealer or Dealers (if any) may advise the Issuer that they intend to make a market in such Securities as permitted by applicable law. They are not obligated, however, to make a market in the Securities and any market-making may be discontinued at any time at their sole discretion. Accordingly, no assurance can be given as to the development or liquidity of any market for such Securities.

The Arrangers, the Dealers or any of their respective affiliates may purchase Securities for its own account or enter into secondary market transactions or derivative transactions relating to the Securities, including, without limitation, purchase, sale (or facilitation thereof), stock borrowing or credit or equity-linked derivatives such as asset swaps, repackaging and credit default swaps, at the same time as the offering of the Securities. Such transactions may be carried out as bilateral trades with selected counterparties and separately from any existing sale or resale of the Securities to which this Information Memorandum relates (notwithstanding that such selected counterparties may also be a purchaser of the Securities). As a result of such transactions, the Arrangers, the Dealers or any of their respective affiliates may hold long or short positions relating to the Securities.

The Arrangers, the Dealer(s) and their affiliates are full service financial institutions engaged in various activities which may include securities trading, commercial and investment banking, financial advice, investment management, principal investment, hedging, financing and brokerage activities. Each of the Dealers may have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer and/or its subsidiaries from time to time. In the ordinary course of their various business activities, the Dealer(s) and their affiliates may make or hold (on their own account, on behalf of clients or in their capacity of investment advisers) a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments and enter into other transactions, including credit derivatives (such as asset swaps, repackaging and credit default swaps) in relation thereto. Such transactions, investments and securities activities may involve securities and instruments of the Issuer or its subsidiaries, including Securities issued under the Programme, may be entered into at the same time or proximate to offers and sales of Securities or at other times in the secondary market and be carried out with counterparties that are also purchasers, holders or sellers of Securities. Securities issued under the Programme may be purchased by or be allocated to any Dealer or an affiliate for asset management and/or proprietary purposes but not with a view to distribution.

Accordingly, references herein to the Securities being "offered" should be read as including any offering of the Securities to the Arrangers, the Dealers and/or their respective affiliates for their own account. Such entities are not expected to disclose such transactions or the extent of any such investment, otherwise than in accordance with any legal or regulatory obligation to do so.

While the Arrangers, the Dealers and/or any of their respective affiliates have policies and procedures to deal with conflicts of interests, any such transactions may cause the Arrangers, the Dealers or any of their respective affiliates or its clients or counterparties to have economic interests and incentives which may conflict with those of an investor in the Securities. The Arrangers, the Dealers or any of their respective affiliates may receive returns on such transactions and have no obligations to take, refrain from taking or cease taking any action with respect to any such transactions based on the potential effect on a prospective investor in the Securities.

United States

The Securities have not been and will not be registered under the Securities Act and the Securities may not be offered or sold within the U.S. or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

Bearer Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the U.S. or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has agreed that, and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver the Securities of any identifiable Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of such Tranche, as determined and certified to the Issuer by the Issuing and Paying Agent, by such Dealer (or, in the case of an issue of Notes on a syndicated basis, the relevant lead manager) of all Securities of the, Tranche of which such Securities are a part, within the U.S. or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the U.S. or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until 40 days after the commencement of the offering of any identifiable Tranche of Securities, an offer or sale of Securities within the U.S. by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Singapore

Each Dealer has acknowledged that this Information Memorandum has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented, warranted and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Information Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to any person in Singapore other than (a) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA or (b) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Hong Kong

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities, except for Securities which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**"), other than (i) to "professional investors" as defined in the SFO and any rules made under the SFO or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

General

No action has been taken in any jurisdiction that would permit a public offering of any of the Securities, or possession or distribution of this Information Memorandum or any other document or any Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will comply with all relevant laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers Securities or any interest therein or rights in respect thereof or has in its possession or distributes this Information Memorandum or any other document or any Pricing Supplement.

Any person who may be in doubt as to the restrictions set out in the SFA or the laws, regulations and directives in each jurisdiction in which it subscribes for, purchases, offers, sells or delivers the Securities or any interest therein or rights in respect thereof and the consequences arising from a contravention thereof should consult his own professional advisers and should make his own inquiries as to the laws, regulations and directives in force or applicable in any particular jurisdiction at any relevant time.

GLOSSARY

"**3C's**"	:	Connectivity, Cloud and Cybersecurity
"**4G LTE-Advanced**"	:	LTE advanced mobile network
"**1H**"	:	The first half ended 30 June
"**1Q**"	:	The first quarter ended 31 March
"**2Q**"	:	The second quarter ended 30 June
"**3Q**"	:	The third quarter ended 30 September
"**4Q**"	:	The fourth quarter ended 31 December
"**AAG**"	:	Asia-America Gateway
"**Agency Agreement**"	:	The Agency Agreement dated 23 September 2011 made between (1) the Issuer, as issuer, (2) the Issuing and Paying Agent, as issuing and paying agent, (3) the Agent Bank, as agent bank, and (4) the Trustee, as trustee, as amended and restated by the amendment and restatement agency agreement dated 29 May 2017 made between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as registrar and transfer agent, (4) DBS Bank Ltd., as agent bank, and (5) the Trustee, and the second amendment and restatement agency agreement dated 14 September 2022 made between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as issuing and paying agent, (3) DBS Bank Ltd., as registrar and transfer agent, (4) DBS Bank Ltd., as agent bank (in respect of Securities other than Excluded Securities), and (5) the Trustee, as trustee, as further amended, varied or supplemented from time to time
"**Agent Bank**"	:	DBS Bank Ltd. (in respect of Securities other than Excluded Securities) or, if applicable, any successor thereto and/or such other or further agent bank as may be appointed from time to time under the Agency Agreement (including, for the avoidance of doubt, any other entity as may be appointed from time to time as agent bank in relation to any Excluded Securities)
"**AMH**"	:	Asia Mobile Holdings Pte. Ltd.
"**AMHC**"	:	Asia Mobile Holding Company Pte. Ltd.
"**APCN2**"	:	Asia Pacific Cable Network 2
"**APG**"	:	Asia-Pacific Gateway
"**ARPU**"	:	Average revenue per user
"**Arrangers**"	:	DBS Bank Ltd. and United Overseas Bank Limited
"**ASE**"	:	Asia Submarine-cable Express

"**Bearer Securities**"	:	Securities in bearer form, and includes any replacement Bearer Security issued pursuant to the relevant Conditions and any Temporary Global Security or Permanent Global Security
"**Board**"	:	The Board of Directors
"**Broadcasting Act**"	:	The Broadcasting Act 1994 of Singapore, as amended or modified from time to time
"**CBG**" or "**Consumer Business**"	:	Consumer Business Group
"**CDP**"	:	The Central Depository (Pte) Limited
"**CEO**"	:	Chief Executive Officer
"**Certificate**"	:	A registered certificate representing one or more Registered Securities of the same Series and, save as provided in the Conditions of the Notes or, as the case may be, the Conditions of the Perpetual Securities, comprising the entire holding by a holder of Registered Securities of that Series
"**CII**"	:	Critical information infrastructure
"**Cisco**"	:	Cisco International Limited
"**Clearstream**"	:	Clearstream Banking, S.A.
"**Common Depositary**"	:	In relation to a Series of the Securities, a depositary common to Euroclear and/or Clearstream
"**Companies Act**"	:	The Companies Act 1967 of Singapore, as amended or modified from time to time
"**Conditions**"	:	(i) in relation to the Notes of any Series, the terms and conditions applicable thereto, which shall be substantially in the form set out in Part III of Schedule 1 to the Trust Deed, as modified, with respect to any Notes represented by a Global Security or a Global Certificate, by the provisions of such Global Security or Global Certificate, and which shall incorporate any additional provisions forming part of such terms and conditions set out in the Pricing Supplement(s) relating to the Notes of such Series and shall be endorsed on the Definitive Securities or, as the case may be, Certificates, subject to amendment and completion as referred to in the first paragraph appearing after the heading "Terms and Conditions of the Notes" as set out in Part III of Schedule 1 to the Trust Deed, and any reference to a particularly numbered Condition shall be construed with reference to the equivalent or similar condition of any other Series of Notes; and (ii) in relation to the Perpetual Securities of any Series, the terms and conditions applicable thereto, which shall be substantially in the form set out in Part III of Schedule 5 to the Trust Deed, as modified, with respect to any

		Perpetual Securities represented by a Global Security or a Global Certificate, by the provisions of such Global Security or Global Certificate, and which shall incorporate any additional provisions forming part of such terms and conditions set out in the Pricing Supplement(s) relating to the Perpetual Securities of such Series and shall be endorsed on the Definitive Securities or, as the case may be, Certificates, subject to amendment and completion as referred to in the first paragraph appearing after the heading "Terms and Conditions of the Perpetual Securities" as set out in Part III of Schedule 5 to the Trust Deed, and any reference to a particularly numbered Condition shall be construed with reference to the equivalent or similar condition of any other Series of Perpetual Securities
"**Couponholders**"	:	The holders of the Coupons
"**Coupons**"	:	The bearer coupons appertaining to an interest or distribution bearing Definitive Security
"**Cybersecurity Act**"	:	The Cybersecurity Act 2018 of Singapore, as amended or modified from time to time
"**D'Crypt**"	:	D'Crypt Pte Ltd
"**Dealers**"	:	Persons appointed as dealers under the Programme
"**Definitive Security**"	:	A definitive Bearer Security having, where appropriate, Coupons and/or a Talon attached on issue
"**Directors**"	:	The directors of the Issuer as at the date of this Information Memorandum
"**DWDM**"	:	Dense Wavelength Division Multiplexing
"**EBITDA**"	:	Earnings before interest, tax, depreciation and amortisation
"**EBG**" or "**StarHub Enterprise**" or "**Enterprise Business**"	:	Enterprise Business Group
"**EIS**"	:	Ensign InfoSecurity (Systems) Pte. Ltd. (formerly known as Accel Systems & Technologies Pte. Ltd.)
"**Ensign**"	:	Ensign InfoSecurity Pte. Ltd.
"**Excluded Securities**"	:	Any Tranche of Securities which interest, distribution, redemption or any other payment amount is calculated based on a formula, index or benchmark (for the avoidance of doubt, including but not limited to any Securities referencing Singapore Overnight Rate Average or Secured Overnight Financing Rate), but other than (i) those based on SORA-OIS or, (ii) those for which DBS Bank Ltd. has agreed to act as agent bank in respect thereof
"**Euroclear**"	:	Euroclear Bank SA/NV

"**FBOs**"	:	Facilities-based operators to whom the IMDA has granted a licence to provide facilities-based operations under Section 5 of the Telecommunications Act
"**FY**"	:	Financial year ended 31 December
"**GB**"	:	Gigabytes
"**Gbps**"	:	Gigabits per second
"**GHz**"	:	Gigahertz
"**Global Certificate**"	:	A Certificate representing Registered Securities of one or more Tranches of the same Series that are registered in the name of, or in the name of a nominee of, (i) the Common Depositary, (ii) CDP and/or (iii) any other clearing system
"**Global Security**"	:	A global Security representing Bearer Securities of one or more Tranches of the same Series, being a Temporary Global Security and/or, as the context may require, a Permanent Global Security, in each case without Coupons or a Talon
"**Hewlett Packard**"	:	Hewlett Packard Enterprise Singapore Pte. Ltd.
"**Huawei**"	:	Huawei International Pte. Ltd.
"**ICT**"	:	Information and communications technology
"**IDD**"	:	International direct dial
"**IMDA**"	:	Info-communications Media Development Authority
"**IMDA Act**"	:	The Info-communications Media Development Authority Act 2016 of Singapore, as amended or modified from time to time
"**indirect controller**"	:	Any person, whether acting alone or together with any other person and whether with or without holding shares or controlling voting power in a broadcasting company – (a) in accordance with whose directions, instructions or wishes the directors of the broadcasting company are accustomed or under an obligation, whether formal or informal, to act; or (b) who is in a position to determine the policy of the broadcasting company; but does not include any person – (i) who is a director or other officer of the broadcasting company whose appointment has been approved by the IMDA; or (ii) in accordance with whose directions, instructions or wishes the directors of the broadcasting company are accustomed to act by reason only that they act on advice given by the person in his professional capacity
"**Investor's Currency**"	:	The currency or currency unit in which an investor's financial activities are principally denominated
"**IoT**"	:	Internet of Things
"**IP**"	:	Internet protocol

"**IPTV**"	:	Internet protocol television which covers the transmission of television programming, either full scheduled channels and/or video on-demand content to consumers via a broadband connection using IP
"**IRAS**"	:	Inland Revenue Authority of Singapore
"**IS**"	:	Information Services
"**ISPs**"	:	Internet service providers
"**Issuer**" or "**StarHub**"	:	StarHub Ltd
"**Issuing and Paying Agent**"	:	DBS Bank Ltd.
"**IT**"	:	Information technology
"**ITA**"	:	The Income Tax Act 1947 of Singapore, as amended or modified from time to time
"**JOS Malaysia**"	:	JOS (Malaysia) Sdn. Bhd.
"**JOS Singapore**"	:	JOS (SG) Pte. Ltd.
"**landing party**"	:	The telecommunications operator that operates the relevant submarine cable landing station
"**LTE**"	:	Long Term Evolution
"**M&A**"	:	Mergers and acquisitions
"**M1**"	:	M1 Limited
"**MAS**"	:	The Monetary Authority of Singapore
"**Media Market Conduct Code**"	:	Code of Practice for Market Conduct in the Provision of Media Services issued by the IMDA
"**MHz**"	:	Megahertz
"**Microsoft**"	:	Microsoft Regional Sales Pte. Ltd.
"**Minimum Interconnection Duties**"	:	The minimum interconnection duties set out in the Telecom and Media Competition Code
"**Minister**"	:	The Minister for Digital Development and Information of Singapore
"**MNO**"	:	Mobile network operator
"**MVNO**"	:	Mobile virtual network operator
"**MyRepublic Broadband**"	:	MyRepublic Broadband Pte. Ltd.
"**NBN**"	:	Singapore's Nationwide Broadband Network
"**network latency**"	:	Lags in communication

"**Noteholders**"	:	The holders of the Notes
"**Notes**"	:	The notes to be issued by the Issuer under the Programme
"**NSA**"	:	Non-Standalone
"**OTT**"	:	Over The Top
"**Palo Alto Networks**"	:	Palo Alto Networks (Netherlands) B.V
"**Parity Obligations**"	:	Any instrument or security (including without limitation any preference shares) issued, entered into or guaranteed by the Issuer (1) which ranks or is expressed to rank, by its terms or by operation of law, *pari passu* with the Subordinated Perpetual Securities and (2) the terms of which provide that the making of payments thereon or distributions in respect thereof are fully at the discretion of the Issuer and/or, in the case of an instrument or security guaranteed by the Issuer, the issuer thereof
"**Pay TV**"	:	Subscription-based pay television services
"**Permanent Global Security**"	:	A Global Security representing Bearer Securities of one or more Tranches of the same Series, either on issue or upon exchange of interests in a Temporary Global Security
"**Perpetual Securities**"	:	The perpetual securities issued or to be issued by the Issuer under the Programme
"**Perpetual Securityholders**"	:	The holders of the Perpetual Securities
"**PPE**"	:	Property, plant and equipment
"**Pricing Supplement**"	:	In relation to a Tranche or Series, a pricing supplement, to be read in conjunction with this Information Memorandum, specifying the relevant issue details in relation to such Tranche or, as the case may be, Series
"**Programme**"	:	The S$2,000,000,000 Multicurrency Debt Issuance Programme of the Issuer
"**Programme Agreement**"	:	The Programme Agreement dated 23 September 2011 made between (1) the Issuer, as issuer, and (2) Australia and New Zealand Banking Group Limited and DBS Bank Ltd., as arrangers and dealers, as amended and restated by the amendment and restatement programme agreement dated 29 May 2017 made between (1) the Issuer, as issuer, and (2) DBS Bank Ltd., as sole arranger and dealer, and the second amendment and restatement programme agreement dated 14 September 2022 made between (1) the Issuer, as issuer, and (2) DBS Bank Ltd., as sole arranger and dealer, and as amended and supplemented by the arranger and dealer accession letter dated 6 October 2025 between (1) the Issuer, as issuer, (2) DBS Bank Ltd., as arranger and dealer, and (3) United Overseas Bank Limited, as new arranger and dealer, and as further amended, varied or supplemented from time to time

"**QDS**"	:	Qualifying debt securities
"**R&D**"	:	Research and development
"**Registered Securities**"	:	Securities in registered form
"**Registrar**"	:	DBS Bank Ltd.
"**Requesting Licensee**"	:	A telecommunication licensee that seeks to interconnect with a dominant telecommunication licensee (as classified by the IMDA)
"**RIO**"	:	Reference Interconnection Offer that a dominant telecommunication licensee (as classified by the IMDA) is required to make under the Telecom and Media Competition Code
"**ROU**"	:	Right-of-use
"**SA**"	:	Standalone
"**SBOs**"	:	Service-based operators to whom the IMDA has granted a licence to provide services-based operations under Section 5 of the Telecommunications Act
"**SCV**"	:	StarHub Cable Vision Ltd. (formerly known as Singapore Cable Vision Limited)
"**Section 214 Authorisation**"	:	The global authority granted pursuant to Section 214 of the Communications Act of 1934 (as amended) and Section 63.18 of the Federal Communications Commission's Rules and Regulations of the U.S. to (i) operate as a facilities-based international carrier between the U.S. and Singapore, (ii) re-sell international services between the U.S. and Singapore and (iii) provide international simple re-sale between the U.S. and all international simple resale-approved countries, including Singapore
"**Securities**"	:	The Notes and the Perpetual Securities
"**Securities Act**"	:	The United States Securities Act of 1933, as amended or modified from time to time
"**Securityholders**"	:	The Noteholders and the Perpetual Securityholders
"**Senior Perpetual Securities**"	:	Perpetual Securities which are expressed to rank as senior obligations of the Issuer
"**Series**"	:	(1) (in relation to Securities other than Variable Rate Notes) a Tranche, together with any further Tranche or Tranches, which are (a) expressed to be consolidated and forming a single Series and (b) identical in all respects (including as to listing) except for their respective issue dates, issue prices and/or dates of the first payment of (in the case of Notes other than Variable Rate Notes) interest or (in the case of Perpetual Securities) distribution and (2) (in relation to Variable Rate Notes) Notes which are identical in all respects

		(including as to listing) except for their respective issue prices and rates of interest
"**SFA**"	:	The Securities and Futures Act 2001 of Singapore, as amended or modified from time to time
"**SFRS**"	:	Singapore Financial Reporting Standards
"**SGX-ST**"	:	Singapore Exchange Securities Trading Limited
"**Shares**"	:	Ordinary shares in the capital of the Issuer
"**Simba**"	:	Simba Telecom Pte. Ltd. (formerly known as TPG Telecom Pte. Ltd.)
"**Singapore**"	:	Republic of Singapore
"**Singapore dollars**"	:	The lawful currency of Singapore
"**Singtel**"	:	Singapore Telecommunications Limited
"**SIP**"	:	Session Initiation Protocol
"**SISEU**"	:	Singapore Industrial & Services Employees' Union
"**SMS**"	:	Short Message Service
"**SORA**"	:	Singapore Overnight Rate Average
"**ST Telemedia**"	:	Singapore Technologies Telemedia Pte Ltd
"**Strateq**"	:	Strateq Sdn. Bhd.
"StarHub Group"	:	The Issuer and its subsidiaries
"**Subordinated Perpetual Securities**"	:	Perpetual Securities which are expressed to rank as subordinated obligations of the Issuer
"**Talons**"	:	Talons for further Coupons or, as the context may require, a specific number of them and includes any replacement Talons issued pursuant to the relevant Conditions
"**Tbps**"	:	Terabits per second
"**Telecom and Media Competition Code**"	:	Code of Practice for Competition in the Provision of Telecommunication and Media Services 2022 issued by the IMDA
"**Telecommunications Act**"	:	The Telecommunications Act 1999 of Singapore, as amended or modified from time to time
"**Temasek**"	:	Temasek Holdings (Private) Limited
"**Temporary Global Security**"	:	A Global Security representing Bearer Securities of one or more Tranches of the same Series on issue
"**Tranche**"	:	Securities which are identical in all respects (including listing)

"**Transfer Agent**"	:	DBS Bank Ltd.
"**Trust Deed**"	:	The Trust Deed dated 23 September 2011 made between (1) the Issuer, as issuer, and (2) the Trustee, as trustee, as amended and supplemented by the supplemental trust deed dated 24 May 2016, as amended and restated by the amendment and restatement trust deed dated 29 May 2017 made between (1) the Issuer, as issuer and (2) the Trustee, as trustee, the second amendment and restatement trust deed dated 14 September 2022 made between (1) the Issuer, as issuer and (2) the Trustee, as trustee, and the supplemental trust deed dated 6 October 2025, and as further amended, varied or supplemented from time to time
"**Trustee**"	:	DBS Trustee Limited
"**TV**"	:	Television
"**U.S.**"	:	United States of America
"**VPN**"	:	Virtual private network
"**12.0 per cent. controller**"	:	A person who alone or together with his associates (a) holds not less than 12.0 per cent. of the shares in the broadcasting company; or (b) is in a position to control voting power of not less than 12.0 per cent. in the broadcasting company
"**S$**" and "**cents**"	:	Singapore dollars and cents respectively
"US$" or **"USD"**	:	United States dollars
"YoY"	:	Year on Year
"**%**" or "**per cent**."	:	Per centum or percentage

Words importing the singular shall, where applicable, include the plural and *vice versa*, and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. References to persons shall, where applicable, include corporations. Any reference to a time of day in this Information Memorandum shall be a reference to Singapore time unless otherwise stated. Any reference in this Information Memorandum 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 the SFA or any statutory modification thereof and used in this Information Memorandum shall, where applicable, have the meaning ascribed to it under the Companies Act, or as the case may be, the SFA.

In this Information Memorandum, certain amounts (including percentage amounts) have been rounded for convenience, and as a result, the aggregate of certain figures may not sum to total amounts or equal quotients.

APPENDIX I

GENERAL INFORMATION

SHARE CAPITAL

1. As at 30 June 2025, the Issuer only has one class of shares, being ordinary shares. The rights and privileges attached to the Shares are stated in the Constitution of the Issuer.

AUDITOR'S CONSENT

2. KPMG LLP has given and has not withdrawn its written consent to the issue of this Information Memorandum with the references herein to its names and, where applicable, reports in the form and context in which they appear in this Information Memorandum.

STATEMENT BY DIRECTORS

3. This Information Memorandum has been seen and approved by the Directors and they collectively and individually accept full responsibility for the accuracy of the information given in this Information Memorandum and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts the omission of which would make any statement herein misleading in any material respect, and that this Information Memorandum constitutes full and true disclosure of all material facts about the issue of Securities and the StarHub Group.

FUNCTIONS, RIGHTS AND OBLIGATIONS OF THE TRUSTEE

4. The functions, rights and obligations of the Trustee are set out in the Trust Deed.

APPENDIX II

AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF STARHUB LTD FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2023

The information in this Appendix II has been extracted and reproduced from the audited financial statements of StarHub and its subsidiaries for FY2023 and has not been specifically prepared for inclusion in this Information Memorandum and references to the page numbers herein are to those as reproduced from the annual report for FY2023.

DIRECTORS' STATEMENT

We are pleased to submit this annual report to the members of the Company together with the audited financial statements for the financial year ended 31 December 2023.

In our opinion:

(a) the financial statements set out on pages 201 to 291 are drawn up so as to give a true and fair view of the financial position of the Group and of the Company as at 31 December 2023 and the financial performance and the cash flows of the Group, and changes in equity of the Group and of the Company for the year ended on that date in accordance with the provisions of the Companies Act 1967 and Singapore Financial Reporting Standards (International); and

(b) at the date of this statement, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they fall due.

DIRECTORS

The directors in office at the date of this statement are as follows:

Olivier Lim Tse Ghow (Chairman)
Nikhil Oommen Jacob Eapen
Ma Kah Woh
Nayantara Bali
Michelle Lee Guthrie
Ng Shin Ein
Lionel Yeo Hung Tong
Teo Ek Tor
Stephen Geoffrey Miller
Naoki Wakai
Ahmad Abdulaziz A A Al-Neama

DIRECTORS' INTERESTS

According to the register kept by the Company for the purposes of Section 164 of the Companies Act 1967 ("the Act"), particulars of interests of directors who held office at the end of the financial year (including those held by their spouses and infant children) in shares, debentures, warrants, share options and share awards in the Company and in related corporations (other than wholly-owned subsidiaries) are as follows:

Names of director and corporation in which interests are held	Direct interest		Deemed interest	
	At 01.01.2023	At 31.12.2023	At 01.01.2023	At 31.12.2023
The Company				
Ordinary shares				
Olivier Lim Tse Ghow	1,000,000[1]	1,029,300[1]	–	–

DIRECTORS' STATEMENT (continued)

DIRECTORS' INTERESTS (CONTINUED)

Names of director and corporation in which interests are held	Direct interest		Deemed interest	
	At 01.01.2023	At 31.12.2023	At 01.01.2023	At 31.12.2023
The Company				
Ordinary shares				
Nikhil Oommen Jacob Eapen	103,000	340,000	730,000	730,000
Ma Kah Woh	147,780	199,080	–	–
Nayantara Bali	93,300	126,700	–	–
Michelle Lee Guthrie	119,500	170,800	–	–
Ng Shin Ein	91,800	129,000	–	–
Lionel Yeo Hung Tong	71,200	111,100	–	–
Teo Ek Tor	307,838	343,838	–	–
Stephen Geoffrey Miller	168,100	214,000	–	–
Ahmad Abdulaziz A A Al-Neama	8,400	38,200	–	–
Related Corporations				
CapitaLand Ascendas REIT Management Limited				
Units in CapitaLand Ascendas REIT				
Olivier Lim Tse Ghow	–	–	54,131	54,131
CapitaLand Ascott Trust Management Limited				
Units in CapitaLand Ascott Trust				
Olivier Lim Tse Ghow	–	–	95,000	97,755
CapitaLand China Trust Management Limited				
Units in CapitaLand China Trust				
Olivier Lim Tse Ghow	–	–	101,012	101,012
CapitaLand Integrated Commercial Trust Management Limited				
Units in CapitaLand Integrated Commercial Trust				
Olivier Lim Tse Ghow	–	–	96,800	96,800
Datameer, Inc.				
Share Options				
Stephen Geoffrey Miller	1,146,953[2]	1,146,953[2]	–	–

DIRECTORS' STATEMENT (continued)

DIRECTORS' INTERESTS (CONTINUED)

Names of director and corporation in which interests are held	Direct interest		Deemed interest	
	At 01.01.2023	At 31.12.2023	At 01.01.2023	At 31.12.2023
Related Corporations				
Mapletree Industrial Trust Management Ltd.				
Units in Mapletree Industrial Trust				
Olivier Lim Tse Ghow	–	–	63,000	63,000
Ma Kah Woh	867,402[1]	867,530	–	–
Mapletree Logistics Trust Management Ltd.				
Units in Mapletree Logistics Trust				
Olivier Lim Tse Ghow	–	–	98,801	98,801
Ma Kah Woh	1,750,227	1,750,227	–	–
MPACT Management Ltd.				
Units in Mapletree Pan Asia Commercial Trust				
Olivier Lim Tse Ghow	–	–	179,918	179,918
Ma Kah Woh	745,246	745,246	–	–
Singapore Technologies Telemedia Pte Ltd				
Debentures				
Stephen Geoffrey Miller	S$250,000[3]	S$250,000[3]	–	–
Singapore Telecommunications Limited				
Ordinary Shares				
Olivier Lim Tse Ghow	1,610	1,610	1,360	1,360
Nikhil Oommen Jacob Eapen	750	750	–	–
Ma Kah Woh	190	190	190	190
Lionel Yeo Hung Tong	750	750	–	–
TeleChoice International Limited				
Ordinary Shares				
Stephen Geoffrey Miller	351,000	494,000	–	–

DIRECTORS' STATEMENT (continued)

DIRECTORS' INTERESTS (CONTINUED)

Names of director and corporation in which interests are held	Direct interest		Deemed interest	
	At 01.01.2023	At 31.12.2023	At 01.01.2023	At 31.12.2023
The Company				
Conditional awards of shares under StarHub Performance Share Plan				
Nikhil Oommen Jacob Eapen	622,000[4]	622,000[4]	–	–
	632,000[5]	632,000[5]	–	–
	–	780,000[6]	–	–
Conditional awards of shares under StarHub Restricted Stock Plan				
Nikhil Oommen Jacob Eapen	206,000[7]	103,000[7]	–	–
	402,000[8]	268,000[8]	–	–
	–	488,000[9]	–	–

(1) *Held partly by a nominee.*
(2) *Share Option under Datameer, Inc. 2009 Stock Plan held in trust for STT inTech Pte. Ltd. The share option is exercisable at US$1.56 per share and expires on 15 November 2027.*
(3) *5% Subordinated Perpetual Securities under Singapore Technologies Telemedia Pte Ltd's S$2,000,000,000 Multicurrency Debt Issuance Programme.*
(4) *A conditional award was granted in August 2021. The performance period was from 2021 to 2023. No shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.*
(5) *A conditional award was granted in June 2022. The performance period is from 2022 to 2024. No shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.*
(6) *A conditional award was granted in September 2023. The performance period is from 2023 to 2025. No shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.*
(7) *A conditional award was granted in March 2021. The performance period was over the one year of 2021. The final award was granted in March 2022 based on the actual level of achievement of the pre-determined performance targets. The shares under the final award were partially delivered in 2022 and 2023, and the balance will be delivered in phases according to the stipulated vesting periods.*
(8) *A conditional award was granted in June 2022. The performance period was over the one year of 2022. The final award was granted in March 2023 based on the actual level of achievement of the pre-determined performance targets. The shares under the final award were partially delivered in 2023, and the remaining balance will be delivered in phases according to the stipulated vesting periods.*
(9) *A conditional award was granted in September 2023. The performance period was over the one year of 2023. No shares will be delivered if the threshold performance targets are not achieved, while up to the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.*

Except as disclosed in this statement, no director who held office at the end of the financial year had interests in shares, debentures, warrants, share options or share awards of the Company, or of its related corporations, either at the beginning of the financial year, or at the end of the financial year.

There were no changes in the above-mentioned directors' interests in the Company between the end of the financial year and 21 January 2024.

Except as disclosed under the "Share-based Payments" section of this statement, neither at the end of nor at any time during the financial year, was the Company a party to any arrangement whose objects are, or one of whose objects is, to enable the directors of the Company to acquire benefits by means of the acquisition of shares in or debentures of the Company or any other body corporate.

SHARE-BASED PAYMENTS

The Company has in place the StarHub Performance Share Plan 2014 and the StarHub Restricted Stock Plan 2014 (collectively, "StarHub Share Plans 2014", and each, "StarHub PSP 2014" and "StarHub RSP 2014" respectively). The StarHub Share Plans 2014 were approved and adopted at the Extraordinary General Meeting of the Company held on 14 April 2014.

The StarHub Share Plans 2014 are administered by the Company's Organisation Development and Compensation Committee ("ODCC") comprising three directors, namely Michelle Lee Guthrie, Lionel Yeo Hung Tong and Stephen Geoffrey Miller.

The Company designates Singapore Technologies Telemedia Pte Ltd as its parent company ("Parent Company") for purposes of the Plans.

DIRECTORS' STATEMENT (continued)

SHARE-BASED PAYMENTS (CONTINUED)

StarHub Share Plans 2014

(i) The StarHub Share Plans 2014 were implemented with the objectives of motivating key executives to strive for superior performance and sustaining long-term growth for the Group.

(ii) The following persons were/shall be eligible to participate in the StarHub Share Plans, respectively at the absolute discretion of the ODCC:

(1) employees (including executive directors) and non-executive directors of the Group;

(2) employees (including executive directors) and non-executive directors of the Parent Group who meet the relevant age and rank criteria and whose services have been seconded to a company within the Group and who shall be regarded as an employee of the Group for the purposes of the StarHub Share Plans; and

(3) employees and non-executive directors of the Company's associated companies, who in the opinion of the ODCC, have contributed or will contribute to the success of the Group.

(iii) Under the StarHub PSP 2014, awards of shares are granted on an annual basis, conditional on targets set for a performance period, currently prescribed to be a three-year period. Awards represent the right of a participant to receive fully paid shares, their equivalent cash value or combinations thereof, free of charge, upon the participant achieving prescribed performance targets set based on medium-term corporate objectives.

Awards are released once the ODCC is satisfied that the prescribed performance targets have been achieved. The actual number of shares given will depend on the level of achievement of the prescribed performance targets over the performance period.

Since the commencement of the StarHub PSP 2014 to the financial year ended 31 December 2023, conditional awards aggregating 10,685,500 shares have been granted under the aforesaid plan. For share awards granted prior to and during the financial year ended 31 December 2016, no shares will be delivered if the threshold performance targets are not achieved, while up to 1.825 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) the performance of the Company's Total Shareholders' Return ("TSR") measured against the MSCI Asia-Pacific Telecommunications Index (including Japan) over the performance period, and (b) the Wealth Added which measures investment performance in terms of the Company's TSR against shareholders' expected returns using cost of equity as a benchmark.

For share awards granted during and from the financial year ended 31 December 2017 to financial year ended 31 December 2018, no shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) Returns on Invested Capital ("ROIC"), and (b) the Wealth Added which measures investment performance in terms of the Company's TSR against shareholders' expected returns using cost of equity as a benchmark.

For share awards granted during and from the financial year ended 31 December 2019 to financial year ended 31 December 2022, no share awards will be delivered if the performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) Absolute Total Shareholder Return (Absolute TSR) against Cost of Equity hurdles (i.e. measure of Wealth added), and (b) the Relative Total Shareholder Return (Relative TSR) against selected peers from the MSCI Asia Pacific Telecommunications Index, and (c) Transformation Key Performance Indicators reflective of the strategic growth objectives of StarHub.

For share awards granted during the financial year ended 31 December 2023, no share awards will be delivered if the performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) Relative TSR against Peer list based on APAC Telco companies and (b) Absolute TSR against Cost of Equity hurdles (i.e. measure of Wealth Added); and (c) Transformation Key Performance Indicators reflective of the strategic growth objectives of StarHub.

DIRECTORS' STATEMENT (continued)

SHARE-BASED PAYMENTS (CONTINUED)

StarHub Share Plans 2014 (continued)

Details of share awards granted under the StarHub PSP 2014 are as follows:

Participants	Share awards granted during the financial year	Aggregate share awards granted since commencement of the StarHub PSP 2014 to 31 December 2023	Share awards vested during the financial year	Aggregate share awards outstanding as at 31 December 2023
StarHub PSP 2014				
Key executives	1,813,000	10,685,500	124,966	4,487,111

(iv) Under the StarHub RSP 2014, awards granted vest only after the satisfactory completion of time-based service conditions (time-based restricted awards) or where the award is performance-related, after a further period of service beyond the performance period (performance-based restricted awards).

No minimum vesting periods are prescribed under the StarHub RSP 2014 and the length of the vesting period in respect of each award will be determined on a case-by-case basis. Performance-based restricted awards differ from awards granted under the StarHub PSP 2014 in that an extended vesting period is imposed beyond the performance period.

The performance-based restricted awards represent the right of a participant to receive fully paid shares, their equivalent cash value or combinations thereof, free of charge, upon the participant achieving prescribed performance targets. The actual number of shares to be released depends on the level of attainment of the performance targets over the performance period.

For performance-based restricted awards granted prior to and during financial year ended 31 December 2016, the performance targets used were measured against the ROIC and the Earnings Before Interest, Taxation, Depreciation and Amortisation ("EBITDA").

For performance-based restricted awards granted during and from financial year ended 31 December 2017 to financial year ended 31 December 2018, the performance targets used were aligned to the overall strategic financial and operational goals of the Group.

For performance-based restricted awards granted during and from financial year ended 31 December 2019 onwards, the performance targets used are measured against the ROIC.

Since the commencement of the StarHub RSP 2014 to the financial year ended 31 December 2023:

(1) performance-based restricted awards aggregating 27,299,750 shares have been granted under the aforesaid plan. For share awards granted prior to and during the financial year ended 31 December 2016, no shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award, will be delivered if the stretch performance targets are met or exceeded. For share awards granted during and after the financial year ended 31 December 2017, no shares will be delivered if the threshold performance target are not achieved, while up to the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded;

(2) restricted awards aggregating 2,484,200 shares have been granted to non-executive directors of the Company as part of their directors' remuneration, and were vested immediately upon grant;

(3) a time-based restricted award of 32,500 shares has been granted on 8 July 2015. The shares under this award were vested in two equal tranches over a 2-year period from 8 July 2015 to 7 July 2017 according to a specified vesting schedule;

DIRECTORS' STATEMENT (continued)

SHARE-BASED PAYMENTS (CONTINUED)

StarHub Share Plans 2014 (continued)

(4) a time-based restricted award of 240,000 shares has been granted on 20 May 2016. The shares under this award were vested in two equal tranches over a period from 20 May 2016 to 7 July 2017 according to a specified vesting schedule;

(5) a time-based restricted award of 592,590 shares has been granted on 15 March 2017. The shares under this award were vested in two equal tranches over a period from 15 March 2017 to 15 January 2018;

(6) a time-based restricted award of 400,000 shares has been granted on 6 April 2017. The shares under this award were vested in three tranches over a 3-year period from 13 April 2018 to 15 April 2020; and

(7) a time-based restricted award of 118,700 shares has been granted on 7 September 2018. The shares under this award were vested in one tranche on 9 July 2019.

(8) a time-based restricted award of 286,000 shares has been granted on 8 March 2023. The shares under this award will be vested in three equal tranches over a period from 1 September 2023 to 1 September 2025.

Details of share awards granted under the StarHub RSP 2014 are as follows:

Participants	Share awards granted during the financial year	Aggregate share awards granted since commencement of the StarHub RSP 2014 to 31 December 2023	Share awards vested during the financial year	Aggregate share awards outstanding as at 31 December 2023
StarHub RSP 2014				
Non-executive directors:				
Olivier Lim Tse Ghow	29,300	29,300	29,300	–
Ma Kah Woh	51,300	220,500	51,300	–
Nayantara Bali	33,400	126,700	33,400	–
Michelle Lee Guthrie	51,300	170,800	51,300	–
Ng Shin Ein	37,200	129,000	37,200	–
Lionel Yeo Hung Tong	39,900	111,100	39,900	–
Teo Ek Tor	36,000	213,200	36,000	–
Stephen Geoffrey Miller	45,900	214,000	45,900	–
Ahmad Abdulaziz A A Al-Neama	29,800	38,200	29,800	–
Nihal Vijaya Devadas Kaviratne[(a)]	58,100	313,800	58,100	–
Key employees	4,475,400	27,299,750	2,851,427	7,183,773

[(a)] *Nihal Vijaya Devadas Kaviratne retired as a Director on the close of the Annual General Meeting of the Company held on 21 April 2023.*

During the financial year, a total of 3,483,411 treasury shares were transferred pursuant to the StarHub Share Plans 2014.

As at 31 December 2023, no participant has been granted and/or received shares pursuant to the release of awards granted under the StarHub Share Plans 2014, which, in aggregate, represents 5% or more of the aggregate of:

(a) the total number of new shares available under the StarHub Share Plans 2014 collectively; and

(b) the total number of existing shares delivered pursuant to awards released under the StarHub Share Plans 2014 collectively.

DIRECTORS' STATEMENT (continued)

AUDIT COMMITTEE

The members of the Audit Committee as at the date of this statement are as follows:

Ma Kah Woh, independent non-executive director (Chairman)
Nayantara Bali, independent non-executive director
Ng Shin Ein, independent non-executive director
Teo Ek Tor, non-executive director

The Audit Committee has held four meetings since the last directors' statement. In performing its functions in accordance with Section 201B of the Companies Act 1967, the Audit Committee met with the Company's external and internal auditors to discuss the scope of their work, the results of their examination and evaluation of the Group's internal accounting control system.

The Audit Committee has also reviewed the following:

(1) assistance provided by the Company's officers to the internal and external auditors;

(2) financial statements of the Group and the Company prior to their submission to the directors of the Company for adoption; and

(3) interested person transactions (as defined in Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited) of the Company and its subsidiaries and the Company's compliance with the review procedures for such transactions.

The Audit Committee has full access to management and is given the resources required for it to discharge its functions. It has full authority and the discretion to invite any director or executive officer to attend its meetings. The Audit Committee also recommends the appointment of the external auditors and reviews the level of audit and non-audit fees.

The Audit Committee has undertaken a review of all non-audit services provided by the external auditors, and is satisfied that the independence, objectivity and effectiveness of the external auditors are not compromised as a result thereof and has recommended to the Board of Directors that KPMG LLP be nominated for re-appointment as auditors at the forthcoming Annual General Meeting of the Company.

DIRECTORS' STATEMENT (continued)

AUDITORS

The auditors, KPMG LLP, have indicated their willingness to accept re-appointment.

These directors' statement and financial statements were authorised for issuance on 7 March 2024 in accordance with a resolution of the Board of Directors of StarHub Ltd.

On behalf of the Board of Directors

Olivier Lim Tse Ghow
Director

Nikhil Oommen Jacob Eapen
Director

Singapore
7 March 2024

INDEPENDENT AUDITORS' REPORT

Members of the Company StarHub Ltd

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Opinion

We have audited the financial statements of StarHub Ltd (the "Company") and its subsidiaries (the "Group"), which comprise the consolidated statement of financial position of the Group and the statement of financial position of the Company as at 31 December 2023, the consolidated income statement, consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated cash flow statement of the Group, and the statement of changes in equity of the Company for the year then ended, and notes to the financial statements, including a summary of material accounting policy information, as set out on pages 201 to 291.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position and statement of changes in equity of the Company are properly drawn up in accordance with the provisions of the Companies Act 1967 (the "Act") and Singapore Financial Reporting Standards (International) ("SFRS(I)s") so as to give a true and fair view of the consolidated financial position of the Group and the financial position of the Company as at 31 December 2023 and of the consolidated financial performance, consolidated changes in equity and consolidated cash flows of the Group, and changes in equity of the Company for the year ended on that date.

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the '*Auditors' responsibilities for the audit of the financial statements*' section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

INDEPENDENT AUDITORS' REPORT (continued)

Members of the Company StarHub Ltd

Revenue recognition ($2,373.1 million) *(Refer to Note 3.10 'Material accounting policies' and Note 24 'Revenue')*	
The key audit matter	***How the matter was addressed in our audit***
The Group's revenue recognition for Mobile, Broadband and some of Entertainment revenue is extensive and complex, dealing with complex networks interfaced with business support systems, and multiple income streams with varying programmes offered to customers. IT systems and configurations, and business processes and controls are put in place to capture revenue correctly, and to deal with changes arising from new service and product offerings. There is however a lag in identifying and implementing the necessary changes to IT configurations to capture revenue correctly. Because of certain limitations with current system configuration, manual procedures and reconciliations are necessary to true-up revenue to comply with requirements of SFRS(I) 15 *Revenue from Contracts with Customers*. Management relies on both automated and manual controls to ensure that revenues recorded are correct. For the Group's Enterprise Business revenue, significant judgments and estimates are made by the Group in recognition and measurement of revenue from long term-contracts. In view of the complexities described above, the identification of performance obligations, stand-alone selling price and basis of allocation of fair values to each performance obligation, and determination of the amount and timing of revenues to be recognised can be a judgemental process.	We obtained an understanding of various revenue streams and the recording systems, processes, and controls. Our audit approach included both controls testing and substantive procedures. Our procedures included: • Assessing the appropriateness of revenue recognition policies for products and services offered by the Group by reviewing samples of customer contracts, which included assessing the appropriateness of performance obligations identified by management, the appropriateness of the transaction price and its basis of allocation of the transaction price to the respective performance obligations identified within bundled contracts. • Testing the design and implementation, and operating effectiveness of controls over the capture and recording of revenue. We also tested the relevant automated controls, including interface controls between different key IT application systems. • Reviewing the basis of percentage of completion for selected projects and checked the accuracy of revenue recognised for these projects. • Testing key manual reconciliation controls over revenue recognition used by management for certain revenue streams. • Testing manual journal entries recorded in the general ledger relating to revenue recognition.
Findings There are systems and controls in place, aided by manual procedures to capture revenue to comply with relevant accounting standards.	

INDEPENDENT AUDITORS' REPORT (continued)

Members of the Company StarHub Ltd

Valuation of non-financial assets *(Refer to Note 3.7(ii) 'Material accounting policies', Note 4 'Property, plant and equipment'; Note 5 'Intangible assets'; Note 6 'Right-of-use-assets'; Note 7 'Subsidiaries'; Note 28 'Non-operating expense')*	
The key audit matter	**How the matter was addressed in our audit**
At 31 December 2023, the Group's statement of financial position includes goodwill predominately allocated to four cash-generating units ("CGUs") – entertainment, mobile, broadband and enterprise business operations ("Telco") CGU, Ensign InfoSecurity Pte. Ltd. ("Ensign") CGU, MyRepublic Broadband Pte. Ltd. ("MR Broadband") CGU and Strateq Sdn Bhd ("Strateq") CGU. Goodwill is subject to an annual impairment test or more frequently if there are indications of impairment. As the other non-financial assets relate to the same CGUs to which the goodwill is allocated to, they are included and assessed concurrently in the annual goodwill impairment test. The other non-financial assets are subject to impairment test when there are indicators of impairment. The Group and the Company performs an impairment assessment for each of the CGUs by estimating its recoverable amounts. The recoverable amount of each CGU is derived using its discounted cash flow forecast. Forecasting future cash flow is a highly judgemental process which involves making assumptions on revenue growth rates, margins, operating expense and discount rates.	We evaluated the appropriateness of CGUs identified by management based on our understanding of the current business of the Group and the Company. We assessed management's process of setting budgets on which the cash flow forecasts are based. We assessed key assumptions used in the cash flow projections by comparing them against historical performance, future business plans and external market reports, and whether these were appropriately reflected in the cash flow forecasts used. We independently derived applicable discount rates from comparable companies and compared these with those used by management. We performed sensitivity and breakeven analyses, focusing on plausible changes in the key assumptions or discount rates, and analysed the impact to the carrying amount. We considered the appropriateness of the disclosures in the financial statements.
Findings We found the identification of CGUs to be based on a reasonable basis. We found that the assumptions and resulting estimates used in determining the recoverable amounts to be within acceptable range. We found the Group's disclosure in notes to the financial statements to be appropriate.	

INDEPENDENT AUDITORS' REPORT (continued)

Members of the Company StarHub Ltd

Other information

Management is responsible for the other information contained in the annual report. Other information is defined as all information in the annual report other than the financial statements and our auditors' report thereon.

We have obtained all other information prior to the date of this auditors' report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of management and directors for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and SFRS(I)s, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

In preparing the financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Group's financial reporting process.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.

- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal controls.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

INDEPENDENT AUDITORS' REPORT (continued)

Members of the Company StarHub Ltd

Auditors' responsibilities for the audit of the financial statements (continued)

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless the law or regulations preclude public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

In our opinion, the accounting and other records required by the Act to be kept by the Company and by those subsidiary corporations incorporated in Singapore of which we are the auditors have been properly kept in accordance with the provisions of the Act.

The engagement partner on the audit resulting in this independent auditors' report is Siew Yilin.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
7 March 2024

STATEMENTS OF FINANCIAL POSITION

As at 31 December 2023

	Note	Group 2023 $m	Group 2022 $m	Company 2023 $m	Company 2022 $m
Non-current assets					
Property, plant and equipment	4	**607.9**	631.4	**325.6**	345.4
Intangible assets	5	**754.9**	809.4	**88.4**	69.5
Right-of-use assets	6	**95.4**	108.1	**68.5**	77.3
Subsidiaries	7	**–**	–	**3,351.5**	3,336.8
Associate	8	**28.8**	28.7	**27.8**	27.8
Joint venture	8	**18.2**	14.6	**–**	–
Other investment		**3.5**	5.1	**3.5**	5.1
Contract assets	10	**66.4**	39.9	**0.1**	2.3
Contract costs	10	**4.6**	3.0	**0.4**	0.4
Other receivables and prepayments	13	**74.2**	74.4	**5.8**	–
		1,653.9	1,714.6	**3,871.6**	3,864.6
Current assets					
Inventories	11	**46.9**	66.5	**4.8**	5.1
Contract assets	10	**290.0**	340.3	**18.1**	18.1
Contract costs	10	**12.3**	20.2	**1.2**	0.9
Trade receivables	12	**278.3**	242.8	**186.3**	159.7
Other receivables, deposits and prepayments	13	**139.7**	158.1	**35.8**	33.2
Amounts due from related parties	9	**19.2**	17.8	**190.9**	161.0
Cash and cash equivalents	14	**502.2**	573.6	**375.8**	405.6
		1,288.6	1,419.3	**812.9**	783.6
Assets held for sale	19	**92.6**	–	**–**	–
		1,381.2	1,419.3	**812.9**	783.6
Current liabilities					
Contract liabilities	10	**(85.4)**	(91.1)	**(32.1)**	(28.8)
Trade and other payables	15	**(709.1)**	(823.7)	**(300.2)**	(372.1)
Amounts due to related parties	9	**(34.4)**	(42.3)	**(640.2)**	(394.5)
Borrowings	16	**(11.2)**	(136.6)	**–**	(120.0)
Lease liabilities	17	**(32.8)**	(31.8)	**(16.5)**	(17.0)
Provision for taxation		**(56.1)**	(34.7)	**(0.7)**	(0.4)
		(929.0)	(1,160.2)	**(989.7)**	(932.8)
Liabilities directly associated with the assets held for sale	19	**(31.6)**	–	**–**	–
		(960.6)	(1,160.2)	**(989.7)**	(932.8)
Net current assets/(liabilities)		**420.6**	259.1	**(176.8)**	(149.2)
Non-current liabilities					
Contract liabilities	10	**(46.9)**	(42.2)	**(46.9)**	(42.2)
Trade and other payables	15	**(50.1)**	(60.4)	**(24.4)**	(26.8)
Borrowings	16	**(1,128.2)**	(1,013.6)	**(1,054.1)**	(934.9)
Lease liabilities	17	**(71.7)**	(86.9)	**(56.8)**	(65.0)
Deferred tax liabilities	18	**(72.2)**	(86.8)	**(46.7)**	(52.6)
		(1,369.1)	(1,289.9)	**(1,228.9)**	(1,121.5)
Net assets		**705.4**	683.8	**2,465.9**	2,593.9
Equity					
Share capital	20	**299.7**	299.7	**299.7**	299.7
Reserves	21	**69.2**	30.8	**1,966.3**	2,094.3
Perpetual capital securities	22	**199.9**	199.9	**199.9**	199.9
Equity attributable to owners and perpetual capital securities holders		**568.8**	530.4	**2,465.9**	2,593.9
Non-controlling interests	23	**136.6**	153.4	**–**	–
Total equity		**705.4**	683.8	**2,465.9**	2,593.9

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED INCOME STATEMENT

Year ended 31 December 2023

	Note	Group 2023 $m	2022 $m
Revenue	24	**2,373.1**	2,327.3
Operating expenses	25	**(2,149.2)**	(2,181.1)
Other income	26	**2.5**	8.5
Profit from operations		**226.4**	154.7
Finance income	27	**17.0**	8.2
Finance expense	27	**(41.0)**	(45.2)
Net finance costs		**(24.0)**	(37.0)
Non-operating income	28	**7.2**	31.4
Non-operating expense	28	**(16.6)**	(60.1)
Share of result of associate, net of tax	8	**1.0**	0.6
Share of result of joint venture, net of tax	8	**2.6**	3.5
		(5.8)	(24.6)
Profit before taxation		**196.6**	93.1
Taxation	29	**(50.8)**	(23.3)
Profit for the year		**145.8**	69.8
Profit/(loss) attributable to:			
Owners of the Company		**149.6**	62.2
Non-controlling interests		**(3.8)**	7.6
Profit for the year		**145.8**	69.8
Earnings per share (in cents)			
– Basic	30	**8.2**	3.1
– Diluted	30	**8.2**	3.1
EBITDA	31	**467.5**	417.0

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 December 2023

	Group 2023 $m	2022 $m
Profit for the year	**145.8**	69.8
Other comprehensive income		
Items that will not be reclassified to profit or loss:		
Change in fair value of equity investments at FVOCI, net of taxation	**(1.6)**	(0.7)
	(1.6)	(0.7)
Items that are or may be reclassified subsequently to profit or loss:		
Share of other comprehensive income of associate	**(0.9)**	1.8
Foreign currency translation differences	**0.1**	(0.2)
Effective portion of changes in fair value of cash flow hedges, net of taxation	**2.1**	(3.7)
	1.3	(2.1)
Other comprehensive income for the year, net of taxation	**(0.3)**	(2.8)
Total comprehensive income for the year	**145.5**	67.0
Total comprehensive income attributable to:		
Owners of the Company	**149.3**	59.4
Non-controlling interests	**(3.8)**	7.6
Total comprehensive income for the year	**145.5**	67.0

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY

Year ended 31 December 2023

Group	Share capital $m	Treasury shares $m	Capital reserve $m	Goodwill written off $m	Share-based payments reserve $m	Fair value reserve $m	Hedging reserve $m	Translation reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Non-controlling interests $m	Total equity $m
At 1 January 2023	299.7	(4.8)	(4.4)	(276.3)	9.1	(35.5)	(1.9)	–	344.6	30.8	199.9	153.4	683.8
Total comprehensive income for the year													
Profit for the year	–	–	–	–	–	–	–	–	149.6	149.6	–	(3.8)	145.8
Other comprehensive income													
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	–	–	(1.6)	–	–	–	(1.6)	–	–	(1.6)
Share of other comprehensive income of associate, net of tax	–	–	–	–	–	–	(0.9)	–	–	(0.9)	–	–	(0.9)
Foreign currency translation differences	–	–	–	–	–	–	–	0.1	–	0.1	–	–	0.1
Effective portion of changes in fair value of cash flow hedges, net of taxation	–	–	–	–	–	–	2.1	–	–	2.1	–	–	2.1
Total comprehensive income for the year	–	–	–	–	–	(1.6)	1.2	0.1	149.6	149.3	–	(3.8)	145.5
Transactions with equity holders of the Company, recognised directly in equity													
Accrued perpetual capital securities distribution	–	–	–	–	–	–	–	–	(7.9)	(7.9)	7.9	–	–
Perpetual capital securities paid	–	–	–	–	–	–	–	–	1.4	1.4	(7.9)	–	(6.5)
Purchase of treasury shares	–	(17.6)	–	–	–	–	–	–	–	(17.6)	–	–	(17.6)
Issue of shares pursuant to share plans	–	3.8	–	–	(3.8)	–	–	–	–	–	–	–	–
Share-based payment expenses	–	–	–	–	4.3	–	–	–	–	4.3	–	–	4.3
Tax on share-based payments	–	–	–	–	(0.2)	–	–	–	–	(0.2)	–	–	(0.2)
Dividends paid (Note 33)	–	–	–	–	–	–	–	–	(86.4)	(86.4)	–	(7.1)	(93.5)
Acquisition of additional interest in subsidiaries	–	–	(4.8)	–	–	–	–	0.3	–	(4.5)	–	(5.9)	(10.4)
Total transactions with equity holders of the Company	–	(13.8)	(4.8)	–	0.3	–	–	0.3	(92.9)	(110.9)	–	(13.0)	(123.9)
At 31 December 2023	299.7	(18.6)	(9.2)	(276.3)	9.4	(37.1)	(0.7)	0.4	401.3	69.2	199.9	136.6	705.4

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY (continued)

Year ended 31 December 2023

Group	Share capital $m	Treasury shares $m	Capital reserve $m	Goodwill written off $m	Share-based payments reserve $m	Fair value reserve $m	Hedging reserve $m	Translation reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Non-controlling interests $m	Total equity $m
At 1 January 2022	299.7	(1.9)	(6.9)	(276.3)	8.5	(34.8)	–	0.2	401.1	89.9	199.9	106.7	696.2
Total comprehensive income for the year													
Profit for the year	–	–	–	–	–	–	–	–	62.2	62.2	–	7.6	69.8
Other comprehensive income													
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	–	–	(0.7)	–	–	–	(0.7)	–	–	(0.7)
Share of other comprehensive income of associate, net of tax	–	–	–	–	–	–	1.8	–	–	1.8	–	–	1.8
Foreign currency translation differences	–	–	–	–	–	–	–	(0.2)	–	(0.2)	–	–	(0.2)
Effective portion of changes in fair value of cash flow hedges, net of taxation	–	–	–	–	–	–	(3.7)	–	–	(3.7)	–	–	(3.7)
Total comprehensive income for the year	–	–	–	–	–	(0.7)	(1.9)	(0.2)	62.2	59.4	–	7.6	67.0
Transactions with equity holders of the Company, recognised directly in equity													
Accrued perpetual capital securities distribution	–	–	–	–	–	–	–	–	(7.9)	(7.9)	7.9	–	–
Perpetual capital securities distribution paid	–	–	–	–	–	–	–	–	–	–	(7.9)	–	(7.9)
Purchase of treasury shares	–	(7.4)	–	–	–	–	–	–	–	(7.4)	–	–	(7.4)
Issue of shares pursuant to share plans	–	4.5	–	–	(4.5)	–	–	–	–	–	–	–	–
Share-based payment expenses	–	–	–	–	4.7	–	–	–	–	4.7	–	–	4.7
Tax on share-based payments	–	–	–	–	0.4	–	–	–	–	0.4	–	–	0.4
Dividends paid (Note 33)	–	–	–	–	–	–	–	–	(110.8)	(110.8)	–	(5.4)	(116.2)
Changes in ownership interests without a change of control (Note 23)	–	–	2.3	–	–	–	–	–	–	2.3	–	15.4	17.7
Others	–	–	0.2	–	–	–	–	–	–	0.2	–	–	0.2
Acquisition of subsidiaries	–	–	–	–	–	–	–	–	–	–	–	29.1	29.1
Total transactions with equity holders of the Company	–	(2.9)	2.5	–	0.6	–	–	–	(118.7)	(118.5)	–	39.1	(79.4)
At 31 December 2022	299.7	(4.8)	(4.4)	(276.3)	9.1	(35.5)	(1.9)	–	344.6	30.8	199.9	153.4	683.8

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY (continued)

Year ended 31 December 2023

Company	Share capital $m	Treasury shares $m	Share-based payments reserve $m	Fair value reserve $m	Hedging reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Total equity $m
At 1 January 2023	**299.7**	**(4.8)**	**9.1**	**(35.5)**	**–**	**2,125.5**	**2,094.3**	**199.9**	**2,593.9**
Total comprehensive income for the year									
Profit for the year	–	–	–	–	–	(19.8)	(19.8)	–	(19.8)
Other comprehensive income									
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	(1.6)	–	–	(1.6)	–	(1.6)
Effective portion of changes in fair value of cash flow hedges, net of taxation	–	–	–	–	(0.2)	–	(0.2)	–	(0.2)
Total comprehensive income for the year	–	–	–	(1.6)	(0.2)	(19.8)	(21.6)	–	(21.6)
Transactions with equity holders of the Company, recognised directly in equity									
Accrued perpetual securities distribution	–	–	–	–	–	(7.9)	(7.9)	7.9	–
Perpetual capital securities paid	–	–	–	–	–	1.4	1.4	(7.9)	(6.5)
Purchase of treasury shares	–	(17.6)	–	–	–	–	(17.6)	–	(17.6)
Issue of shares pursuant to share plans	–	3.8	(3.8)	–	–	–	–	–	–
Share-based payment expenses	–	–	4.3	–	–	–	4.3	–	4.3
Tax on share-based payments	–	–	(0.2)	–	–	–	(0.2)	–	(0.2)
Dividends paid (Note 33)	–	–	–	–	–	(86.4)	(86.4)	–	(86.4)
Total transactions with equity holders of the Company	–	(13.8)	0.3	–	–	(92.9)	(106.4)	–	(106.4)
At 31 December 2023	**299.7**	**(18.6)**	**9.4**	**(37.1)**	**(0.2)**	**2,012.8**	**1,966.3**	**199.9**	**2,465.9**

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY (continued)

Year ended 31 December 2023

Company	Share capital $m	Treasury shares $m	Share-based payments reserve $m	Fair value reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Total equity $m
At 1 January 2022	299.7	(1.9)	8.5	(34.8)	2,295.0	2,266.8	199.9	2,766.4
Total comprehensive income for the year								
Profit for the year	–	–	–	–	(50.8)	(50.8)	–	(50.8)
Other comprehensive income								
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	(0.7)	–	(0.7)	–	(0.7)
Total comprehensive income for the year	–	–	–	(0.7)	(50.8)	(51.5)	–	(51.5)
Transactions with equity holders of the Company, recognised directly in equity								
Accrued perpetual securities distribution	–	–	–	–	(7.9)	(7.9)	7.9	–
Perpetual securities distribution paid	–	–	–	–	–	–	(7.9)	(7.9)
Purchase of treasury shares	–	(7.4)	–	–	–	(7.4)	–	(7.4)
Issue of shares pursuant to share plans	–	4.5	(4.5)	–	–	–	–	–
Share-based payment expenses	–	–	4.7	–	–	4.7	–	4.7
Tax on share-based payments	–	–	0.4	–	–	0.4	–	0.4
Dividends paid (Note 33)	–	–	–	–	(110.8)	(110.8)	–	(110.8)
Total transactions with equity holders of the Company	–	(2.9)	0.6	–	(118.7)	(121.0)	–	(121.0)
At 31 December 2022	299.7	(4.8)	9.1	(35.5)	2,125.5	2,094.3	199.9	2,593.9

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED CASH FLOW STATEMENT

Year ended 31 December 2023

	2023 $m	2022 $m
Cash flow from operating activities		
Profit before taxation	**196.6**	93.1
Adjustments for:		
Depreciation and amortisation	**241.1**	266.5
Share-based payments	**4.3**	4.7
Net finance costs	**24.0**	37.0
Gain on disposal of plant and equipment and intangible assets	**(0.2)**	(0.6)
Non-operating income	**(7.2)**	(31.4)
Non-operating expense	**16.6**	60.1
Share of profit of associate, net of tax	**(1.0)**	(0.6)
Share of profit of joint venture, net of tax	**(2.6)**	(3.5)
	471.6	425.3
Changes in:		
Inventories	**9.0**	(4.5)
Contract assets	**4.7**	(11.8)
Contract costs	**6.2**	6.5
Trade receivables	**(39.6)**	(32.4)
Other receivables, deposits and prepayments	**4.3**	(62.3)
Contract liabilities	**15.1**	23.2
Trade and other payables	**(62.2)**	84.2
Amounts due from related parties	**(1.4)**	(2.7)
Amounts due to related parties	**(7.8)**	18.5
Cash generated from operations	**399.9**	444.0
Income tax paid	**(41.3)**	(60.3)
Net cash from operating activities	**358.6**	383.7
Cash flow from investing activities		
Interest received	**17.7**	8.3
Proceeds from disposal of property, plant and equipment	**0.4**	1.9
Purchase of property, plant and equipment and intangible assets	**(172.7)**	(161.5)
Investment in joint venture	**(1.0)**	(1.0)
Payment of contingent consideration	**(39.6)**	(30.9)
Acquisition of subsidiary, net of cash acquired	**–**	(51.8)
Net cash used in investing activities	**(195.2)**	(235.0)

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED CASH FLOW STATEMENT (continued)

Year ended 31 December 2023

	2023 $m	2022 $m
Cash flow from financing activities		
Payment of lease liabilities	**(37.2)**	(38.3)
Proceeds from borrowings	**19.5**	29.5
Repayment of borrowings	**(22.6)**	(240.1)
Dividend paid to owners of the Company	**(86.4)**	(110.8)
Dividend paid to non-controlling interest	**(7.1)**	(5.4)
Purchase of treasury shares	**(17.6)**	(7.4)
Perpetual capital securities distribution paid	**(7.9)**	(7.9)
Acquisition of additional interest in subsidiaries	**(12.0)**	–
Interest paid	**(38.4)**	(43.5)
Proceeds of loan from a non-controlling interest	**–**	2.6
Capital contribution from a non-controlling interest shareholder	**–**	17.7
Net cash used in financing activities	**(209.7)**	(403.6)
Net change in cash and cash equivalents	**(46.3)**	(254.9)
Cash and cash equivalents at beginning of year	**567.2**	821.5
Effect of exchange rate fluctuations	**0.3**	0.6
Cash and cash equivalents at end of year (including held for sale)	**521.2**	567.2
Cash and cash equivalents reclassified as held for sale	**(23.3)**	–
Cash and cash equivalents at end of year (Note 14)	**497.9**	567.2

The accompanying notes form an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2023

These notes form an integral part of the financial statements.

The financial statements were authorised for issuance on 7 March 2024 in accordance with a resolution of the Board of Directors of StarHub Ltd.

1 DOMICILE AND ACTIVITIES

StarHub Ltd ("StarHub" or the "Company") is incorporated in the Republic of Singapore and has its registered office at 67 Ubi Avenue 1, #05-01 StarHub Green, Singapore 408942.

The principal activities of the Company are those relating to the operation and provision of telecommunications services and other businesses relating to the info-communications industry. The principal activities of the subsidiaries are set out in Note 7 to the financial statements.

The consolidated financial statements relate to the Company and its subsidiaries (together the "Group" and individually as "Group entities"), and the Group's interest in its equity-accounted investees.

2 BASIS OF PREPARATION

2.1 Statement of compliance

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards (International) ("SFRS(I)"). The changes to material accounting policies are described in Note 2.5.

2.2 Basis of measurement

The financial statements are prepared on a historical cost basis, except as otherwise described in the notes below.

2.3 Functional and presentation currency

The financial statements are presented in Singapore dollars, which is the Group's functional currency. All financial information presented in Singapore dollars have been rounded to the nearest million, unless otherwise stated.

2.4 Use of estimates and judgements

The preparation of financial statements in conformity with SFRS(I) requires management to make judgements, estimates and assumptions about the future, and opportunities, that affect the application of accounting policies and the reported amounts of assets, liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported income and expenses during the financial year. These estimates are based on management's best knowledge and judgement of current events and environment. Actual results may ultimately differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis and are consistent with the Group's risk management and climate-related commitments where appropriate. Revisions to accounting estimates are recognised prospectively.

In the application of the Group's accounting policies, which are described in Note 3, management is of the opinion that there is no instance of application of judgement which is expected to have a significant effect on the amounts recognised in the financial statements, apart from those described below.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

2 BASIS OF PREPARATION (CONTINUED)

2.4 Use of estimates and judgements (continued)

Information about assumptions, judgements and estimation uncertainties at the reporting date that have a significant risk of resulting in a material adjustment to the carrying amounts of assets and liabilities within the next financial year are:

- Measurement of recoverable amounts relating to impairment

  The Group assesses whether there are any indicators of impairment for all non-financial assets at each reporting date. Goodwill is tested for impairment annually and at other times when such indications exist. The other non-financial assets, such as property, plant and equipment, intangible assets (excluding goodwill) and subsidiaries are tested for impairment when there are indicators that the carrying amounts may not be recoverable.

  Assessing the value-in-use requires the Group to make an estimate of the expected future cash flows from the CGU and applying an appropriate discount rate in order to calculate the present value of those cash flows. Actual cash flows will differ from these estimates as a result of differences between assumptions used and actual operations (see Note 5).

- Revenue recognition – Determining the performance obligations, stand-alone selling price ("SSP") and the amounts allocated to performance obligations

  Judgement is required to determine whether products and services qualify as separate performance obligations. Transaction price is allocated in proportion to the estimated SSP for each performance obligation at the inception of the contract. Therefore, management estimates the SSP of each performance obligation, especially those goods or services that are not regularly offered separately to customers. The Group establishes SSP using observable price or in the case observable price is not available, using estimation techniques. The SSP of material right depends on the probability of exercise, which considers historical exercise patterns. Change or absence of SSP of a performance obligation affects the amount of consideration allocated to each performance obligation. Variable considerations are allocated solely to the service component of the contract since they relate specifically to the effort to satisfy the service performance obligation.

  For managed service revenue contracts, significant judgements and estimates are made by the Group in the recognition and measurement of revenue from long term contracts.

- Acquisition through business combinations (see Note 35)

  – determination of fair value of the assets acquired and liabilities assumed; and

  – determination of fair value of consideration transferred, including contingent consideration.

  Management has engaged external firms of specialists to perform the purchase price allocation, including valuation of the identified assets and liabilities. There is judgement and inherent uncertainty involved in the identification and valuation of these assets and liabilities.

  The determination of the contingent consideration associated with the acquisition of subsidiaries requires significant management judgement and assumptions. The contingent consideration and forward liability are based on estimates from the associated probability of achieving performance targets by the investee and the expected payment amount.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

2 BASIS OF PREPARATION (CONTINUED)

2.5 New accounting standards and amendments

The Group has applied the following SFRS(I)s, amendments to and interpretations of SFRS(I) for the first time for the annual period beginning on 1 January 2023:

- SFRS(I) 17: *Insurance Contracts*
- Amendments to SFRS(I) 1-12: *Deferred tax related to Assets and Liabilities arising from a Single Transaction*
- Amendments to SFRS(I) 1-12: *International Tax Reform – Pillar Two Model Rules*
- Amendments to SFRS(I) 1-1 and Practice Statement 2: *Disclosure of Accounting Policies*
- Amendments to SFRS(I) 1-8: *Definition of Accounting Estimates*

Other than the below, the application of these amendments to standards and interpretations does not have a material effect on the financial statements.

- Insurance Contracts

  SFRS(I) 17: *Insurance Contracts* is a comprehensive new accounting standard for insurance contracts covering recognition and measurement, presentation and disclosure. SFRS(I) 17 replaces SFRS(I) 4: *Insurance Contracts*. SFRS(I) 17 applies to all types of insurance contracts (i.e., life, non-life, direct insurance and re-insurance), regardless of the type of entities that issue them as well as to certain guarantees and financial instruments with discretionary participation features; a few scope exceptions will apply. SFRS(I) 17 is based on a general model, supplemented by:

  – A specific adaption for contracts with direct participation features (the variable fee approach)

  – A simplified approach (the premium allocation approach) mainly for short-duration contracts

  The Company has issued a financial guarantee for a loan drawn down under a loan facility entered by a subsidiary and previously accounted for this contract under SFRS(I) 4. The Group has irrevocably elected to apply SFRS(I) 9: *Financial Instruments* to the financial guarantee contract.

- Deferred tax related to assets and liabilities arising from a single transaction

  The Group has adopted Amendments to SFRS(I)1-12: *Deferred Tax related to Assets and Liabilities arising from a Single Transaction* from 1 January 2023. The amendments narrow the scope of the initial recognition exemption to exclude transactions that give rise to equal and offsetting temporary differences – e.g. leases and decommissioning liabilities.

  For leases, an entity is required to recognise the associated deferred tax assets and liabilities from the beginning of the earliest comparative period presented, with any cumulative effect recognised as an adjustment to retained earnings or other components of equity at that date. For all other transactions, an entity applies the amendments to transactions that occur on or after the beginning of the earliest period presented.

  The Group previously accounted for deferred tax on leases by applying the 'integrally linked' approach, resulting in a similar outcome as under the amendments, except that the deferred tax asset or liability was recognised on a net basis. Following the amendments, the Group has recognised a separate deferred tax asset in relation to its lease liabilities and a deferred tax liability in relation to its right-of-use assets. However, there was no impact on the statement of financial position because the balances qualify for offset under paragraph 74 of SFRS(I)1-12. There was also no impact on the opening retained earnings as at 1 January 2022 as a result of the change. The key impact for the Group relates to disclosure of the deferred tax assets and liabilities recognised (see note 18).

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

2 BASIS OF PREPARATION (CONTINUED)

2.5 New accounting standards and amendments (continued)

- Global minimum top-up tax

  The Amendments to SFRS(I)1-12: International Tax Reform – Pillar Two Model Rules provide a temporary mandatory exception from deferred tax accounting for the top-up tax that may arise from the jurisdictional adoption of the Pillar Two model rules published by the Organisation for Economic Co-operation and Development ("OECD"), and require new disclosures about the Pillar Two tax exposure.

  The mandatory exception is effective immediately and applies retrospectively. However, because no new legislation to implement the top-up tax was enacted or substantively enacted as at 31 December 2022 in any jurisdiction in which the Group operates and no related deferred tax was recognised at that date, the retrospective application has no impact on the Group's consolidated financial statements.

- Material accounting policy information

  The Group adopted Amendments to SFRS(I)1-1 and SFRS(I) Practice Statement 2: *Disclosure of Accounting Policies* for the first time in 2023. Although the amendments did not result in any changes to the accounting policies themselves, they impacted the accounting policy information disclosed in the financial statements.

  The amendments require the disclosure of 'material', rather than 'significant', accounting policies. The amendments also provide guidance on the application of materiality to disclose the accounting policies, assisting entities to provide useful, entity-specific accounting policy information that users need to understand other information in the financial statements.

  Management has reviewed the accounting policies disclosed in note 3 Material Accounting Policies (2022: Significant Accounting Policies) and determined that no updates are required for the information disclosed in these policies.

3 MATERIAL ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements, except as explained in Note 2.5, which addresses changes in accounting policies.

In addition, the Group adopted the Amendments to SFRS(I) 1-1 and SFRS(I) Practice Statement 2 *Disclosure of Accounting Policies* from 1 January 2023. The amendments require the disclosure of 'material', rather than 'significant', accounting policies. Although the amendments did not result in any changes to the accounting policies themselves, they impacted the accounting policy information disclosed in note 3.1 in certain instances (see note 2.5 for further information).

The accounting policies have been applied consistently by Group entities.

3.1 Basis of consolidation

(i) Business combinations

The Group accounts for business combinations using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group. In determining whether a particular set of activities and assets is a business, the Group assesses whether the set of assets and activities acquired includes, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

The Group has an option to apply a 'concentration test' that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The optional concentration test is met if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.1 Basis of consolidation (continued)

(i) Business combinations (continued)

The consideration transferred does not include amounts related to the settlement of pre-existing relationships. Such amounts are generally recognised in the income statement.

Any contingent consideration payable is recognised at fair value at the acquisition date and included in the consideration transferred. If the contingent consideration that meets the definition of a financial instrument is classified as equity, it is not remeasured and settlement is accounted for within equity. Otherwise, other contingent consideration is remeasured at fair value at each reporting date and subsequent changes to the fair value of the contingent consideration are recognised in income statement.

Non-controlling interests that are present ownership interests and entitle their holders to a proportionate share of the acquiree's net assets in the event of liquidation are measured either at fair value or at the non-controlling interests' proportionate share of the recognised amounts of the acquiree's identifiable net assets, at the date of acquisition. The measurement basis taken is elected on a transaction-by-transaction basis. All other non-controlling interests are measured at acquisition date at fair value, unless another measurement basis is required by SFRS(I)s.

Costs related to the acquisition, other than those associated with the issue of debt or equity securities, that the Group incurs in connection with a business combination are expensed as incurred.

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as transactions with owners in their capacity as owners and therefore no adjustments are made to goodwill and no gain or loss is recognised in the income statement. Adjustments to non-controlling interests arising from transactions that do not involve the loss of control are based on a proportionate amount of the net assets of the subsidiary.

(ii) Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

(iii) Investments in associate and joint venture (equity-accounted investees)

Associate is an entity in which the Group has significant influence, but not control or joint control, over the financial and operating policies of these entities. Significant influence is presumed to exist when the Group holds 20% or more of the voting power of another entity. A joint venture is an arrangement in which the Group has joint control, whereby the Group has rights to the net assets of the arrangement, rather than rights to substantially all the economic benefits to its assets and obligations for its liabilities. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing the control.

The investments in associate and joint venture are accounted for using the equity method. They are recognised initially at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the income statement and other comprehensive income of equity-accounted investees, after adjustments to align the accounting policies with those of the Group, from the date that significant influence or joint control commences until the date that significant influence or joint control ceases.

When the Group's share of losses exceeds its interest in an equity-accounted investee, the carrying amount of the investment, together with any long-term interests that form part thereof, is reduced to zero, and the recognition of further losses is discontinued except to the extent that the Group has an obligation to fund the investee's operations or has made payments on behalf of the investee.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.1 Basis of consolidation (continued)

(iv) Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses arising from intra-group transactions, are eliminated in preparing the consolidated financial statements.

Unrealised gains arising from transactions with equity-accounted investees are eliminated against the investment to the extent of the Group's interest in the investee. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

(v) Written put option or forward purchase agreements with non-controlling interest

When an entity within the Group writes a put option or enters into a forward purchase agreement with the non-controlling shareholders as part of the acquisition of a subsidiary for settlement in cash or in another financial asset, a liability is recognised for the present value of the exercise price of the put option or forward price. This creates an obligation or potential obligation for the entity to purchase its subsidiary's equity instruments (constitutes the Group's own equity in the consolidated financial statements) for cash or another financial asset.

When the non-controlling shareholders still have present access to the returns associated with the underlying ownership interests, the Group has chosen an accounting policy in which the non-controlling shareholders continue to be recognised. Therefore, the present value of the liability is recognised in equity. Subsequent to initial recognition of the financial liability, changes in the carrying amount of the financial liability is recognised within equity (put option) and in the income statement (forward purchase agreement).

If the put option expires unexercised or is cancelled, then the charge to equity will be reversed and the financial liability will be derecognised. If the put option is exercised or when the forward is settled, then the charge to equity will be reversed and the financial liability will be derecognised.

(vi) Subsidiaries, associate and joint venture in the separate financial statements

Investments in subsidiaries, associate and joint venture are stated in the Company's statement of financial position at cost less accumulated impairment losses.

3.2 Foreign currencies

(i) Foreign currencies transactions

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate at that date.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currency at the exchange rate at the date that the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction.

Foreign currency differences arising on translation are recognised in the income statement, except for the differences arising on the translation of qualifying cash flow hedges to the extent the hedges are effective, which are recognised in other comprehensive income.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.2 Foreign currencies (continued)

(ii) Foreign operations

The assets and liabilities of foreign operations, including goodwill and fair value adjustments arising on acquisition, are translated to Singapore dollars at exchange rates at the reporting date. The income and expenses of foreign operations are translated to Singapore dollars at the dates of the transactions.

Foreign currency translation differences are recognised in other comprehensive income and presented in the foreign currency translation reserve in equity. However, if the foreign operation is a non-wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interests.

3.3 Property, plant and equipment

(i) Recognition and measurement

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

Cost includes expenditure that is directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the cost of materials and direct labour, any other costs directly attributable to bringing the asset to a working condition for their intended use, and when the Group has an obligation to remove the asset or restore the site, an estimate of the costs of dismantling and removing the assets and restoring the site on which they are located, and capitalised borrowing costs.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate item (major components) of property, plant and equipment.

Gains or losses arising from the retirement or disposal of property, plant and equipment are determined as the difference between the estimated net disposal proceeds and the carrying amount of the asset and are recognised in the income statement on the date of retirement or disposal.

(ii) Subsequent costs

Subsequent expenditure relating to existing property, plant and equipment is added to the carrying amount of the asset when it is probable that future economic benefits, in excess of the originally assessed standard of performance of the existing asset, will flow to the Group and its cost can be measured reliably. The carrying amount of the replaced component is derecognised. The costs of the day-to-day servicing of property, plant and equipment are recognised in the income statement as incurred.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.3 Property, plant and equipment (continued)

(iii) Depreciation

Depreciation is based on the cost of an asset less its residual value. Significant components of individual assets are assessed and if a component has a useful life that is different from the remainder of the asset, that component is depreciated separately.

Depreciation is recognised as an expense in the income statement on a straight-line basis over the estimated useful lives (or lease term, if shorter) of each part of an item of property, plant and equipment as follows:

Buildings	–	19 years to 57 years
Leasehold improvements	–	Shorter of lease term or 10 years
Network equipment and infrastructure	–	2 years to 15 years
Office equipment, computers and furniture and fittings	–	2 years to 10 years
Motor vehicles	–	5 years

Depreciation methods, useful lives and residual values are reviewed, and adjusted as appropriate, at the end of each reporting date.

No depreciation is provided on freehold property or in respect of property, plant and equipment under construction.

3.4 Intangible assets

(i) Goodwill

Goodwill that arises upon the acquisition of subsidiaries is included in intangible assets.

Goodwill at the acquisition date represents the excess of:

- the fair value of the consideration transferred; plus
- the recognised amount of any non-controlling interests in the acquiree; plus
- if the business combination is achieved in stages, the fair value of the pre-existing equity interest in the acquiree,

over the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed.

When the excess is negative, a bargain purchase gain is recognised immediately in the income statement.

Goodwill is measured at cost less accumulated impairment losses. Goodwill is tested for impairment on an annual basis as described in Note 3.7(ii).

Goodwill that has previously been taken to the reserves is not taken to the income statement when the business is disposed of or the goodwill is impaired. Similarly, negative goodwill that has previously been taken to reserves is not taken to the income statement when the business is disposed.

In respect of associate and joint venture, the carrying amount of goodwill is included in the carrying amount of the investment, and an impairment loss on such an investment is not allocated to any asset, including goodwill, that forms part of the carrying amount of the associate and joint venture.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.4 Intangible assets (continued)

(ii) Telecommunications and spectrum licences

Telecommunications and spectrum licences costs incurred are measured at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised to the income statement using the straight-line method over the period of the licence, being 10 years to 21 years, commencing from the effective date of the licence.

(iii) Computer software

Computer software comprises software purchased from third parties, and also the cost of internally developed software. Computer software is stated at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised to the income statement using the straight-line method over their estimated useful lives of 2 years to 7 years.

Subsequent expenditure on capitalised intangible assets is added to the carrying value only when it increases the future economic benefits embodied in the specific asset to which it relates. All other expenditure is recognised in the income statement as incurred.

Computer software integral to a related item of equipment is accounted for as property, plant and equipment.

(iv) Deferred development costs

Deferred development activities involve a plan or design for the production of new or substantially improved products and processes. Deferred development expenditure is capitalised only if development costs can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable, and the Group intends to and has sufficient resources to complete development and to use or sell the asset. The expenditure capitalised includes the cost of materials, direct labour, overhead costs that are directly attributable to preparing the asset for its intended use, and capitalised borrowing costs. Other development expenditure is recognised in the income statement as incurred.

Capitalised development expenditure is measured at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised over 5 to 6 years.

(v) Customer contracts and relationships and brands

Customer contracts and relationships (including subscribers base) and brands are acquired in business combinations and carried at fair value at the date of acquisition, and amortised to the income statement using either the straight-line method over the estimated useful lives of 1 to 15 years, or when there is a high correlation with the revenue and margin to be generated, based on units of production method.

Amortisation methods, useful lives and residual values are reviewed at each financial year end and adjusted if appropriate.

3.5 Inventories

Inventories are measured at the lower of cost and net realisable value. The cost of goods held for resale is determined on the weighted average basis. Cost comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. In the case of manufactured inventories and work-in-progress, cost includes an appropriate share of production overheads based on normal operating capacity.

Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs necessary to make the sale. Allowance for obsolescence is made for all deteriorated, damaged, obsolete and slow-moving inventories.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments

(i) Recognition and initial measurement

Non-derivative financial instruments

Non-derivative financial instruments comprise investments in equity securities, trade and other receivables (including amounts due from related parties), cash and cash equivalents, trade and other payables (including amounts due to related parties), lease liabilities and borrowings.

Trade receivables are initially recognised when they are originated. All other financial assets and financial liabilities are initially recognised when the Group becomes a party to the contractual provisions of the instrument.

A financial asset (unless it is a trade receivable without a significant financing component) or financial liability is initially measured at fair value plus, for an item not at fair value through profit or loss ("FVTPL"), transaction costs that are directly attributable to its acquisition or issue. A trade receivable without a significant financing component is initially measured at the transaction price.

(ii) Classification and subsequent measurement

Non-derivative financial assets

On initial recognition, a financial asset is classified as measured at amortised cost and equity investments at FVOCI.

Financial assets are not reclassified subsequent to their initial recognition unless the Group changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management.

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Group's continuing recognition of the assets.

For the purposes of this assessment, 'principal' is defined as the fair value of the financial asset on initial recognition. 'Interest' is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

In assessing whether the contractual cash flows are solely payments of principal and interest, the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition.

The determination of classification at initial recognition and subsequent measurement into each of the measurement categories are as described below.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(ii) Classification and subsequent measurement (continued)

Non-derivative financial assets (continued)

(a) Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by loss allowances. Interest income, foreign exchange gains and losses and loss allowances are recognised in the income statement. Any gain or loss on derecognition is recognised in the income statement.

(b) Equity investments at FVOCI

On initial recognition of an equity investment that is not held-for-trading, the Group may irrevocably elect to present subsequent changes in the investment's fair value in other comprehensive income. This election is made on an investment-by-investment basis.

These assets are subsequently measured at fair value. Dividends are recognised as income in the income statement unless the dividend clearly represents a recovery of part of the cost of the investment. Other net gains and losses are recognised in other comprehensive income and are never reclassified to the income statement. On de-recognition, cumulative gains and losses recognised in other comprehensive income are transferred to retained profits.

Non-derivative financial liabilities

Financial liabilities are classified as measured at amortised cost or FVTPL. A financial liability is classified as FVTPL if it is classified as held-for-trading or it is designated as such on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognised in income statement. Directly attributable transaction costs are recognised in the income statement as incurred.

Other financial liabilities are initially measured at fair value less directly attributable transaction costs. They are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in income statement.

(iii) Derecognition

Financial assets are derecognised when the Group's contractual rights to the cash flows from the financial assets expire or if the Group transfers the financial asset to another party without retaining control or transfers substantially all the risks and rewards of ownership of the asset. On disposal of a financial asset, the difference between the sale proceeds and the carrying amount is recognised in the income statement. Any amount in the fair value reserve relating to that asset is reclassified to the income statement.

Financial liabilities are derecognised if the Group's obligations specified in the contract expire or are discharged or cancelled. The Company also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in the income statement.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(iv) Offsetting

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group currently has a legally enforceable right to offset the amounts and intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(v) Cash and cash equivalents

Cash and cash equivalents comprise cash balances, short-term deposits with financial institutions with maturities of three months or less, and bank overdrafts. For the purpose of presentation in the consolidated cash flow statement, cash and cash equivalents are presented net of bank overdrafts which are repayable on demand and that form an integral part of the Group's cash management.

(vi) Derivative financial instruments and hedge accounting

Embedded derivatives

Derivatives may be embedded in another contractual arrangement (a host contract). The Group accounts for an embedded derivative separately from the host contract when:

- the host contract is not an asset in the scope of SFRS(I) 9;
- the host contract is not itself carried at FVTPL;
- the terms of the embedded derivative would meet the definition of a derivative if they were contained in a separate contract; and
- the economic characteristics and risks of the embedded derivative are not closely related to the economic characteristics and risks of the host contract

The Group has a sustainability-linked loan that includes feature that changes contractual cash flows based on the Group meeting the specified CDP Climate Change Score. The Group has determined that the variability in cash flows linked to the Group's sustainability performance target is a non-financial variable specific to the party to the contract, and therefore, in accordance with the Group's accounting policy the feature fails the definition of a derivative. Accordingly, the feature is not separated. Instead, it is included in the calculation of the effective interest rate of the loan.

Derivative financial instruments and hedge accounting

The Group holds derivative financial instruments to hedge its risk exposures to foreign exchange rates and electricity prices. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and certain criteria are met.

Derivatives are initially measured at fair value and any directly attributable transaction costs are recognised in the income statement as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in the income statement.

The Group designates certain derivatives and non-derivative financial instruments as hedging instruments in qualifying hedging relationships. At inception of designated hedging relationships, the Group documents the risk management objective and strategy for undertaking the hedge. The Group also documents the economic relationship between the hedged item and the hedging instrument, including whether the changes in cash flows of the hedged item and hedging instrument are expected to offset each other.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(vi) Derivative financial instruments and hedge accounting (continued)

Cash flow hedges

The Group designates certain derivatives as hedging instruments to hedge the variability in cash flows associated with highly probable forecast transactions arising from changes in foreign exchange rates and electricity prices.

When a derivative is designated as a cash flow hedging instrument, the effective portion of changes in the fair value of the derivative is recognised in other comprehensive income and accumulated in the hedging reserve. The effective portion of changes in the fair value of the derivative that is recognised in other comprehensive income is limited to the cumulative change in fair value of the hedged item, determined on a present value basis, from inception of the hedge. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in the income statement.

The Group designates only the change in fair value of the spot element of forward exchange contracts and energy contract as the hedging instrument in cash flow hedging relationships.

For forward exchange contracts, the Group determines the existence of an economic relationship between the hedging instrument and hedged item based on the currency, amount and timing of their respective cash flows. The Group assess whether the derivative designated in each hedging relationship is expected to be and has been effective in offsetting changes in cash flows of the hedged item using the hypothetical derivative method.

In these hedge relationships, the main sources of ineffectiveness are the effect of the counterparty and the Group's own credit risk on the fair value of the forward foreign exchange contracts, which is not reflected in the change in the fair value of the hedged cash flows attributable to the change in exchange rates; and changes in the timing of the hedged transactions.

For hedged forecast transactions that do not subsequently result in the recognition of a non-financial item, the amount accumulated in the hedging reserve and the cost of hedging reserve is reclassified to income statement in the same period or periods during which the hedged expected future cash flows affect income statement.

(vii) Share capital

Ordinary shares

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity, net of any tax effects.

Repurchase, disposal and reissue of share capital (treasury shares)

When share capital recognised as equity is repurchased, the amount of the consideration paid, which includes directly attributable costs, net of any tax effects, is recognised as a deduction from equity. Repurchased shares are classified as treasury shares and are presented in the reserve for own share account. When treasury shares are sold or reissued subsequently, the amount received is recognised as an increase in equity, and the resulting surplus or deficit on the transaction is presented in non-distributable capital reserve.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(viii) Perpetual capital securities

The Group's perpetual securities do not have a maturity date, and the Company is able to elect to defer making a distribution subject to the terms and conditions of the securities issue. Accordingly, the Company is not considered to have a contractual obligation to make principal repayments or distributions in respect of its perpetual capital securities issue. The perpetual securities are presented within equity. Discretionary dividends thereon are recognised as equity distributions on approval by the Company's shareholders. Costs directly attributable to the issue of the perpetual capital securities are deducted against the proceeds from the issue.

(ix) Intra-group financial guarantee in the separate financial statements

Financial guarantee is financial instrument issued by the Company that require the issuer to make specified payments to reimburse the holder for the loss it incurs because a specified debtor fails to meet payment when due in accordance with the original or modified terms of a debt instrument.

Financial guarantee issued is initially measured at fair value. Subsequently, it is measured at the higher of the loss allowance determined in accordance with SFRS(I) 9 and the amount initially recognised less, when appropriate, the cumulative amount of income recognised in accordance with the principles of SFRS(I) 15.

ECLs are a probability-weighted estimate of credit losses. ECLs are measured for financial guarantee issued as the expected payments to reimburse the holder less any amounts that the Company expects to recover.

3.7 Impairment

(i) Non-derivative financial assets and contract assets

The Group recognises loss allowances for ECL on financial assets measured at amortised cost, contract assets and intra-group financial guarantee contract ("FGC").

Loss allowances of the Group are measured on either of the following bases:

- 12-month ECLs: these are ECLs that result from default events that are possible within the 12 months after the reporting date (or for shorter period if the expected life of the instrument is less than 12 months); or
- Lifetime ECLs: these are ECLs that result from all possible default events over the expected life of a financial instrument or contract assets.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.7 Impairment (continued)

(i) Non-derivative financial assets and contract assets (continued)

Simplified approach

The Group applies the simplified approach to provide for ECLs for all trade receivables and contract assets. The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECLs.

General approach

The Group applies the general approach to provide for ECLs on all other financial instruments. Under the general approach, the loss allowance is measured at an amount equal to 12-month ECLs at initial recognition.

At each reporting date, the Group assesses whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECLs.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECLs.

The Group considers a financial asset to be in default when the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held) or the financial asset is more than 360 days past due.

The Group considers a contract asset to be in default when the customer is unlikely to pay its contractual obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held).

The maximum period considered when estimating ECLs in the maximum contractual period over which the Group is exposed to credit risk.

Measurement of ECLs

ECLs are probability-weighted estimates or credit losses. Credit losses are measured at the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.7 Impairment (continued)

(i) Non-derivative financial assets and contract assets (continued)

Credit-impaired financial assets

At each reporting date, the Group assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the borrower or issuer;
- breach of contract such as a default;
- the restructuring of a loan or advance by the Group on terms that the Group would not consider otherwise; or
- it is probable that the borrower will enter bankruptcy or other financial reorganisation.

Presentation of allowance for ECLs in the statement of financial position

Loss allowances for financial assets measured at amortised cost and contract assets are deducted from the gross carrying amount of these assets.

Loss allowances for FGC are recognised as financial liability to the extent that they exceed the initial carrying amount of the FGC less the cumulated income recognised.

Write-off

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due.

(ii) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than inventories, contract assets and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For goodwill, and intangible assets that have indefinite useful lives or that are not yet available for use, the recoverable amount is estimated each year at the same time. An impairment loss is recognised if the carrying amount of an asset or its related cash-generating unit ("CGU") exceeds its estimated recoverable amount.

The recoverable amount of an asset or its CGU is the greater of its value-in-use and its fair value less costs of disposal. In assessing value-in-use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGUs. For the purpose of goodwill impairment testing, CGUs to which goodwill has been allocated are aggregated so that the level at which impairment testing is performed reflects the lowest level within the Group at which goodwill is monitored for internal reporting purposes. Goodwill acquired in a business combination is allocated to groups of CGUs that are expected to benefit from the synergies of the combination.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.7 Impairment (continued)

(ii) Non-financial assets (continued)

Impairment losses recognised in the income statement in respect of CGU are allocated first to reduce the carrying amount of any goodwill allocated to the CGU (group of units) and then, to reduce the carrying amount of other assets in the CGU (group of units) on a *pro rata* basis.

An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised. All reversals of impairment are recognised in the income statement.

An impairment loss in respect of an associate or joint venture is measured by comparing the recoverable amount of the investment with its carrying amount in accordance with the requirements for non-financial assets. An impairment loss is recognised in profit or loss. An impairment loss is reversed if there has been a favourable change in the estimates used to determine the recoverable amount and only to the extent that the recoverable amount increases.

Goodwill that forms part of the carrying amount of an investment in an associate or joint venture is not recognised separately, and therefore is not tested for impairment separately. Instead, the entire amount of the investment is tested for impairment as a single asset when there is objective evidence that the investment may be impaired.

3.8 Non-current assets held for sale

Non-current assets, or disposal groups comprising assets and liabilities, that are highly probable to be recovered primarily through sale rather than through continuing use, are classified as held for sale. Immediately before classification as held for sale, the assets, or components of a disposal group, are remeasured in accordance with the Group's accounting policies. Thereafter, the assets, or disposal group, classified as held for sale are generally measured at the lower of their carrying amount and fair value less costs to sell.

Any impairment loss on a disposal group is first allocated to goodwill, and then to remaining assets and liabilities on *pro rata* basis, except that no loss is allocated to financial assets, deferred tax assets and employee benefit assets which continue to be measured in accordance with the Group's accounting policies. Impairment losses on initial classification as held for sale and subsequent gains or losses on remeasurement are recognised in profit or loss. Gains are not recognised in excess of any cumulative impairment loss.

Intangible assets and property, plant and equipment once classified as held for sale are not amortised or depreciated.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.9 Employee benefits

(i) Share-based payment

Performance Share Plans and Restricted Stock Plans

The Performance Share Plans and the Restricted Stock Plans are accounted as equity-settled share-based payments. Equity-settled share-based payments are measured at fair value at the date of grant. The share-based expense is amortised and recognised in the income statement on a straight line basis over the vesting period. At each reporting date, the Company revises its estimates of the number of shares that the participating employees and directors are expected to receive based on non-market vesting conditions. The difference is charged or credited to the income statement, with a corresponding adjustment to equity.

(ii) Defined contribution plans

Obligations for contributions to defined contribution plans are recognised as an employee benefit expense in the income statement in the periods during which related service are rendered by employees.

(iii) Other short-term benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided.

(iv) Other long-term benefits

Long-term employee benefit obligations are measured on performance conditions over a period of three years. The Group adopts an incentive compensation plan, which is tied to the creation of Economic Value Added ("EVA") for its management personnel executives. An EVA bank is used to hold incentive compensation credited in any year. Typically, one-third of the accumulated EVA-based bonus, comprising the EVA declared in the financial year and the balance of such bonus brought forward from preceding years is paid out in cash each year, with the balance being carried forward to the following year. The balances of the EVA bank in future will be adjusted by the yearly EVA performance of the Group and the payouts made from the EVA bank.

3.10 Revenue recognition

Revenue comprises fees earned from telecommunications services, managed services, system integration and solution projects, broadband access, entertainment, related advertising space and sales of equipment. Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured. The amount of revenue recognised is the amount of the transaction price allocated to the satisfied performance obligations.

Transaction price is the amount of consideration in the contract to which the Group expects to be entitled in exchange for transferring the promised goods or services. The transaction price may be fixed or variable and is adjusted for time value of money if the contract includes a significant financing component. Consideration payable to a customer is deducted from the transaction price if the Group does not receive a separate identifiable benefit from the customer.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.10 Revenue recognition (continued)

Revenue is recognised in the income statement as follows:

- Revenue from bundled products and services is recognised either at a point in time or over time based on the SSP allocated to the individual elements of the bundled products at contract inception. Invoices are issued on a monthly basis and are payable within 14 days.

- Revenue from telecommunications, broadband and cable television services and advertising space is recognised over time when such services are rendered. Revenue billed in advance of the rendering of services is deferred and presented in the statement of financial position as contract liability. Invoices for telecommunications, broadband and cable television services are issued on a monthly basis and are payable within 14 days. Invoices for advertising space are issued when services have been performed and are payable within 30 days.

- Revenue from sales of pre-paid phone cards for which services have not been rendered is deferred and presented in the statement of financial position as contract liability. Revenue is recognised over time upon usage of the pre-paid phone cards and upon expiry, any unutilised value of the cards is taken to the income statement. Payment is due when the cards are delivered to customers.

- Revenue from sales of equipment is recognised at a point in time when control of the equipment has been transferred, being at the point of delivery and acceptance of the equipment sold. Delivery occurs when the goods have been shipped to the customer's specified location. When the customer initially purchases the goods online, the transaction price received by the Group is recognised as a contract liability until the goods have been delivered to the customer. Payment is due when the equipment is delivered to customers.

- Revenue from managed services, system integration and solution projects are recognised based on the proportion of contract costs incurred for work performed to date relative to the estimated total contract costs, multiplied by the total estimated contract revenue. Management considers that this input method is an appropriate measure of the progress towards complete satisfaction of these performance obligations under SFRS(I) 15. The Group becomes entitled to invoice customers based on achieving a series of performance-related milestones. When a particular milestone is reached, the customer is sent a relevant statement of work and an invoice for the related milestone payment which is due within 14 to 30 days. The Group will previously have recognised a contract asset for any work performed. Any amount previously recognised as a contract asset is reclassified to trade receivables at the point at which it is invoiced to the customer. If the milestone payment exceeds the revenue recognised to date, then the Group recognises a contract liability for the difference. This is not considered to be a significant financing component in construction contracts with customers as the period between the recognition of revenue and the milestone payment is always less than one year.

Any difference between the revenue recognised in relation to the satisfied performance obligation and the amount of consideration received or receivable is presented either as contract asset or contract liability. Contract asset represents the Group's right to consideration, excluding any amount presented as trade receivable, in exchange for the goods or services transferred to customers. Contract liability, on the other hand represents the Group's obligation to transfer goods and services to a customer for which the Group has received consideration from the customer.

Variable consideration

Certain contracts with customers include variable considerations like right of return, trade discounts or rebates. Currently, the Group recognises revenue from the sale of goods measured at the fair value of the consideration received or receivable, net of returns and allowance, trade discounts and certain rebates. Under SFRS(I) 15, such provisions will be estimated at contract inception and at every reporting period, adjusted against revenue.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.10 Revenue recognition (continued)

Material right

Under SFRS(I) 15, options to acquire additional goods or services represent separate performance obligations if they provide the customer a material right that the customer would not otherwise receive. In these cases, revenue from the contract is deferred and recognised when future goods and services are transferred or when the option expires. The transaction price is allocated to performance obligations (including the option) based on relative SSP.

Contract modification

Changes in scope or price (or both) of a contract that is approved by parties to the contract are contract modifications. SFRS(I) 15 prescribes the treatments of contract modifications depending on the attributes of the modification and the remaining goods and/or services.

Contract cost

SFRS(I) 15 requires the incremental costs of obtaining or fulfilling a contract to be recognised as an asset if the entity expects to recover those costs. Those incremental costs are limited to the costs that the entity would not have incurred if the contract had not been successfully obtained. The Group has applied the practical expedient, where the incremental costs of obtaining a contract is expensed if the associated amortisation period is 12 months or less.

3.11 Finance income and costs

Finance income comprises interest income, which is recognised using the effective interest method.

Finance costs comprise interest expense and similar charges. They are recognised in the income statement using the effective interest method, except to the extent that they are capitalised as being directly attributable to the acquisition, construction or production of an asset which necessarily takes a substantial period of time to prepare for its intended use or sale.

3.12 Government grants

Government grants received, which are designated for the purchase of property, plant and equipment, are accreted to the income statement on a straight-line basis over the estimated useful lives of the related assets, so as to match the related depreciation expense.

Government grants received, which are designated for operating expenditure, are recognised on a systematic basis in the income statement over the periods necessary to match the related cost which they are intended to compensate.

Other government grants are recognised in the income statement when there is reasonable assurance that the Group has complied with the attached conditions and the amount will be received.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.13 Leases

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

At commencement or on modification of a contract that contains a lease component, the Group capitalises only the consideration attributable to lease components.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease term or the cost of the right-of-use asset reflects that the Group will exercise a purchase option. In that case the right-of-use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as those of property and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The right-of-use asset is subsequently stated at cost less accumulated depreciation and impairment losses.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, the Group uses its incremental borrowing rate as the discount rate.

The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise the following:

- fixed payments, including in-substance fixed payments; and
- variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if the Group changes its assessment of whether it will exercise an extension or termination option or if there is a revised in-substance fixed lease payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

Short-term leases and leases of low-value assets

The Group has elected not to recognise right-of-use assets and lease liabilities for leases of low-value assets and short-term leases, including IT equipment. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.14 Income taxes

Income taxes comprise current tax and deferred tax. Income taxes are recognised in the income statement except to the extent that it relates to items recognised directly in equity, or in other comprehensive income.

The Group has determined that interest and penalties related to income taxes, including uncertain tax treatments, do not meet the definition of income taxes, and therefore accounted for them under SFRS (I) 1-37 *Provisions, Contingent Liabilities and Contingent Assets*.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Current tax assets and liabilities are offset only if certain criteria are met.

Deferred tax is recognised in respect of temporary differences at the balance sheet date arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. Deferred tax assets and liabilities are not recognised for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that affects neither accounting nor taxable profit or loss;
- temporary differences relating to investments in subsidiaries and associate to the extent that the Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences on the initial recognition of goodwill

Deferred tax is provided based on the expected realisation or settlement of the temporary differences, using tax rates enacted or substantively enacted at the reporting date.

A deferred tax asset is recognised only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised. Future taxable profits are determined based on the reversal of relevant taxable temporary differences. If the amount of taxable temporary differences is insufficient to recognise a deferred tax asset in full, then future taxable profits, adjusted for reversals of existing temporary differences, are considered, based on the business plans for individual subsidiaries in the Group. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

Global minimum top-up tax

The Group has determined that the global minimum top-up tax – which it is required to pay under Pillar Two legislation – is an income tax in the scope of SFRS(I) 1-12. The Group has applied a temporary mandatory relief from deferred tax accounting for the impacts of the top-up tax and accounts for it as a current tax when it is incurred.

3.15 Dividends

Interim dividends to the Company's shareholders are recognised in the financial year in which they are declared payable. Final dividends to the Company's shareholders are recognised in the financial year in which the dividends are approved by the shareholders.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.16 Segment reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other component. Segment information is presented based on the information reviewed by chief operating decision maker ("CODM") for performance assessment and resource allocation.

3.17 New accounting standards and interpretations not yet adopted

A number of new standards, interpretations and amendments to standards are effective for annual periods beginning after 1 January 2023 and earlier application is permitted; however, the Group has not early adopted the new or amended standards in preparing these financial statements.

(i) Amendments to SFRS(I) 1: *Classification of Liabilities as Current or Non- Current and Non-current Liabilities with Covenants*

The amendments as issued in 2020 and 2022, aim to clarify the requirements on determining whether a liability is current or non-current, and require new disclosures for non-current liabilities that are subject to future covenants. The amendments apply for annual reporting periods beginning on or after 1 January 2024.

As disclosed in note 16, the Group has secured bank loans that are subject to specific covenants. While the liabilities are classified as non-current at 31 December 2023, a future breach of the related covenants may require the Group to repay the liabilities earlier than the contractual maturity dates. The Group is in the process of assessing the potential impact of the amendments on the classification of these liabilities and the related disclosures.

(ii) Amendments to SFRS(I) 1-7 and SFRS(I) 7: *Supplier Finance Arrangements*

The amendments introduce new disclosures relating to supplier finance arrangements that assist users of financial statements to assess the effects of these arrangements on an entity's liabilities and cash flows and on an entity's exposure to liquidity risk. The amendments apply for annual periods beginning on or after 1 January 2024.

As disclosed in note 15, the Group participates in supply chain financing arrangement for which the new disclosures will apply. The Group is in the process of assessing the impact of the amendments, particularly with respect to the collation of additional information needed to meet the new disclosure requirements.

(iii) Other accounting standards

The following amendments to SFRS(I)s are not expected to have a significant impact on the Group's consolidated financial statements and the Company's statement of financial position:

- Amendments to SFRS(I) 16: *Lease Liability in a Sale and Leaseback*
- Amendments to SFRS(I) 1-21: *Lack of Exchangeability*

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

4 PROPERTY, PLANT AND EQUIPMENT

Group	Freehold property $m	Buildings $m	Leasehold improvements $m	Network equipment and infrastructure $m	Office equipment, computers and furniture and fittings $m	Motor vehicles $m	Construction in progress $m	Total $m
Cost								
At 1 January 2022	1.7	45.9	40.6	2,576.5	212.2	5.1	142.7	3,024.7
Additions	–	–	1.0	7.0	26.4	–	93.2	127.6
Acquisition through business combination	–	–	0.1	6.8	0.9	–	–	7.8
Transfers	–	–	0.5	64.8	–	–	(65.3)	–
Disposals/Write-offs	–	–	(1.0)	(147.3)	(35.2)	(0.3)	(0.2)	(184.0)
At 31 December 2022	1.7	45.9	41.2	2,507.8	204.3	4.8	170.4	2,976.1
At 1 January 2023	**1.7**	**45.9**	**41.2**	**2,507.8**	**204.3**	**4.8**	**170.4**	**2,976.1**
Additions	**–**	**–**	**1.6**	**7.2**	**43.9**	**0.1**	**67.6**	**120.4**
Transfers	**–**	**–**	**0.7**	**43.4**	**0.3**	**–**	**(44.4)**	**–**
Reclassification to assets held for sale (Note 19)	**–**	**(4.2)**	**(0.4)**	**(0.1)**	**(1.9)**	**–**	**(0.2)**	**(6.8)**
Disposals/Write-offs	**–**	**–**	**(0.8)**	**(42.2)**	**(8.9)**	**(0.1)**	**–**	**(52.0)**
Translation	**–**	**–**	**(0.4)**	**–**	**(1.5)**	**–**	**–**	**(1.9)**
At 31 December 2023	**1.7**	**41.7**	**41.9**	**2,516.1**	**236.2**	**4.8**	**193.4**	**3,035.8**
Accumulated depreciation and impairment losses								
At 1 January 2022	–	7.6	30.8	2,093.8	194.0	3.8	–	2,330.0
Charge for the year	–	1.3	3.0	143.1	10.3	0.6	–	158.3
Impairment loss	–	–	–	25.0	–	–	13.5	38.5
Disposals/Write-offs	–	–	(1.0)	(147.0)	(33.9)	(0.2)	–	(182.1)
At 31 December 2022	–	8.9	32.8	2,114.9	170.4	4.2	13.5	2,344.7
At 1 January 2023	**–**	**8.9**	**32.8**	**2,114.9**	**170.4**	**4.2**	**13.5**	**2,344.7**
Charge for the year	**–**	**1.3**	**2.9**	**111.1**	**21.5**	**0.4**	**–**	**137.2**
Reclassification to assets held for sale (Note 19)	**–**	**(0.5)**	**–**	**(0.1)**	**(0.7)**	**–**	**–**	**(1.3)**
Disposals/Write-offs	**–**	**–**	**(0.8)**	**(42.1)**	**(9.7)**	**(0.1)**	**–**	**(52.7)**
At 31 December 2023	**–**	**9.7**	**34.9**	**2,183.8**	**181.5**	**4.5**	**13.5**	**2,427.9**
Carrying amount								
At 1 January 2022	1.7	38.3	9.8	482.7	18.2	1.3	142.7	694.7
At 31 December 2022	1.7	37.0	8.4	392.9	33.9	0.6	156.9	631.4
At 31 December 2023	**1.7**	**32.0**	**7.0**	**332.3**	**54.7**	**0.3**	**179.9**	**607.9**

Staff costs capitalised in construction in progress for the Group during the year amounted to $2.5 million (2022: $0.4 million).

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

4 PROPERTY, PLANT AND EQUIPMENT (CONTINUED)

Impairment loss

For the year ended 31 December 2022, the shut down of certain legacy network equipment and infrastructure as part of the ongoing DARE+ technology evolution to focus on the rollout of 5G Standalone network, resulted in the Group recognising impairment loss of $38.5 million to reduce the carrying amounts of those affected assets to their net realisable values. The impairment was recorded as a non-operating expense in the income statement (Note 28).

Company	Buildings $m	Leasehold improvements $m	Network equipment and infrastructure $m	Office equipment, computers and furniture and fittings $m	Motor vehicles $m	Construction in progress $m	Total $m
Cost							
At 1 January 2022	41.7	30.6	1,245.6	140.5	2.3	25.7	1,486.4
Additions	–	–	–	4.4	–	45.9	50.3
Transfers	–	0.5	29.2	–	–	(29.7)	–
Disposals/Write-offs	–	(0.9)	(63.0)	(20.5)	(0.3)	–	(84.7)
At 31 December 2022	41.7	30.2	1,211.8	124.4	2.0	41.9	1,452.0
At 1 January 2023	**41.7**	**30.2**	**1,211.8**	**124.4**	**2.0**	**41.9**	**1,452.0**
Additions	**–**	**–**	**–**	**34.2**	**–**	**17.9**	**52.1**
Transfers	**–**	**0.2**	**22.1**	**–**	**–**	**(22.3)**	**–**
Disposals/Write-offs	**–**	**–**	**(29.7)**	**(1.5)**	**(0.1)**	**–**	**(31.3)**
At 31 December 2023	**41.7**	**30.4**	**1,204.2**	**157.1**	**1.9**	**37.5**	**1,472.8**
Accumulated depreciation and impairment losses							
At 1 January 2022	7.3	28.6	945.7	137.5	1.5	–	1,120.6
Charge for the year	1.2	1.1	62.9	5.0	0.4	–	70.6
Transfers	–	–	7.9	(7.9)	–	–	–
Disposals/Write-offs	–	(0.9)	(62.9)	(20.5)	(0.3)	–	(84.6)
At 31 December 2022	8.5	28.8	953.6	114.1	1.6	–	1,106.6
At 1 January 2023	**8.5**	**28.8**	**953.6**	**114.1**	**1.6**	**–**	**1,106.6**
Charge for the year	**1.2**	**1.0**	**58.8**	**10.6**	**0.3**	**–**	**71.9**
Disposals/Write-offs	**–**	**–**	**(29.7)**	**(1.5)**	**(0.1)**	**–**	**(31.3)**
At 31 December 2023	**9.7**	**29.8**	**982.7**	**123.2**	**1.8**	**–**	**1,147.2**
Carrying amount							
At 1 January 2022	34.4	2.0	299.9	3.0	0.8	25.7	365.8
At 31 December 2022	33.2	1.4	258.2	10.3	0.4	41.9	345.4
At 31 December 2023	**32.0**	**0.6**	**221.5**	**33.9**	**0.1**	**37.5**	**325.6**

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

5 INTANGIBLE ASSETS

Group	Telecom-munications and spectrum licences $m	Computer software, deferred development and development expenditure $m	Software in development $m	Goodwill $m	Brands and customer contracts and relationships $m	Total $m
Cost						
At 1 January 2022	332.9	500.3	37.0	405.2	59.9	1,335.3
Additions	–	1.0	32.9	–	–	33.9
Acquisition through business combination	–	0.3	–	98.5	63.5	162.3
Transfers	–	52.6	(52.6)	–	–	–
Disposals/Write-offs	–	(4.2)	–	–	–	(4.2)
Translation	–	(0.7)	–	(3.6)	(1.1)	(5.4)
At 31 December 2022	332.9	549.3	17.3	500.1	122.3	1,521.9
At 1 January 2023	**332.9**	**549.3**	**17.3**	**500.1**	**122.3**	**1,521.9**
Additions	**–**	**–**	**48.0**	**–**	**–**	**48.0**
Transfers	**–**	**19.8**	**(19.8)**	**–**	**–**	**–**
Disposals/Write-offs	**–**	**(0.5)**	**–**	**–**	**–**	**(0.5)**
Reclassification to assets held for sale (Note 19)	**–**	**(3.9)**	**–**	**(25.8)**	**(33.4)**	**(63.1)**
Translation	**–**	**(1.0)**	**–**	**(3.6)**	**(1.1)**	**(5.7)**
At 31 December 2023	**332.9**	**563.7**	**45.5**	**470.7**	**87.8**	**1,500.6**
Accumulated amortisation and impairment losses						
At 1 January 2022	183.3	409.5	–	–	30.5	623.3
Charge for the year	14.9	45.3	–	–	11.5	71.7
Impairment loss	–	6.2	–	15.2	0.2	21.6
Disposals/Write-offs	–	(4.1)	–	–	–	(4.1)
Translation	–	0.3	–	–	(0.3)	–
At 31 December 2022	198.2	457.2	–	15.2	41.9	712.5
At 1 January 2023	**198.2**	**457.2**	**–**	**15.2**	**41.9**	**712.5**
Charge for the year	**14.9**	**39.4**	**–**	**–**	**14.7**	**69.0**
Impairment loss	**–**	**–**	**–**	**16.6**	**–**	**16.6**
Reclassification to assets held for sale (Note 19)	**–**	**(2.3)**	**–**	**(16.6)**	**(30.9)**	**(49.8)**
Disposals/Write-offs	**–**	**(0.5)**	**–**	**–**	**–**	**(0.5)**
Translation	**–**	**(0.7)**	**–**	**(0.8)**	**(0.6)**	**(2.1)**
At 31 December 2023	**213.1**	**493.1**	**–**	**14.4**	**25.1**	**745.7**
Carrying amount						
At 1 January 2022	149.6	90.8	37.0	405.2	29.4	712.0
At 31 December 2022	134.7	92.1	17.3	484.9	80.4	809.4
At 31 December 2023	**119.8**	**70.6**	**45.5**	**456.3**	**62.7**	**754.9**

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

5 INTANGIBLE ASSETS (CONTINUED)

Impairment loss

(i) Impairment loss on other intangible assets, other than goodwill

In the prior year, an impairment loss of $6.4 million was recognised following the discontinuation of one business line in a subsidiary group of companies. This will allow the subsidiary group to focus on growing other core businesses and develop other capabilities to generate right returns and growth. The related intangible assets were fully impaired and the impairment loss was recorded as a non-operating expense in the income statement.

(ii) Impairment testing for CGUs containing significant goodwill

For the purposes of impairment testing, goodwill has been allocated to respective CGUs, which represents the lowest level within the Group at which goodwill is monitored. The carrying amount of the Group's goodwill as at 31 December 2023 are attributable to the respective CGUs.

Group	2023 $m	2022 $m
Telco	**220.4**	220.3
Ensign	**100.8**	100.8
DPL	**–**	25.8
Strateq	**36.9**	39.7
MR Broadband	**94.8**	94.8
Others	**3.4**	3.5
	456.3	484.9

- Telco: The Group, through its "Hubbing" strategy, operates and delivers its Mobile, Entertainment, Broadband and Enterprise Business on an operationally integrated network, customer service, sales, marketing and administration support. Accordingly, the Group's integrated entertainment, mobile, broadband and enterprise business operations is considered one CGU ("Telco");
- Ensign: Ensign InfoSecurity Pte. Ltd. ("Ensign") which operates a cyber-security business under the Cybersecurity operating segment;
- DPL: D'Crypt Pte Ltd ("DPL") which designs and develops high security assurance products and is a separate CGU under the cybersecurity operating segment. In December 2023, one of the subsidiaries of the Company entered into a conditional sale and purchase agreement to sell its entire investment in DPL. Accordingly, DPL is presented as held for sale at year end (See note 19);
- Strateq: Strateq Sdn Bhd ("Strateq"), undertakes Regional Information Communication Technology ("Regional ICT") projects; and
- MR Broadband: MyRepublic Broadband ("MR Broadband") is an internet access provider.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

5 INTANGIBLE ASSETS (CONTINUED)

Impairment loss (continued)

(ii) Impairment testing for CGUs containing significant goodwill (continued)

The recoverable amounts of the CGUs are determined based on value-in-use calculations. The value-in-use calculations apply a discounted cash flow model using cash flow projections based on financial budgets and forecasts approved by management.

Key assumptions used in the estimation of recoverable amount are as follows:

- The cash flow projections ranging from 3 to 5 years are based on management's assessment of future trends, taking into account actual past operating results. Where cash flow projections greater than 5 years are used, they reflect the long-term future performance of the CGU as it reaches a steady state of operations.
- Growth rates and EBITDA margins take into consideration competitive pressures in the industry and effects of uncertainties in the macroeconomic environment.
- The discount rates applied to the cash flow projections are based on Weighted Average Cost of Capital ("WACC") calculated using the Capital Asset Pricing Model ("CAPM").
- The terminal growth rates used in deriving the recoverable amounts reflect management's estimate of the long-term future performance of each CGU as it reaches a steady state of operations, and do not exceed the long term average growth rates of the respective industry and country in which the entity operates and are consistent with forecasts included in industry reports.

	Pre-tax discount rate		Terminal growth rates	
	2023	2022	2023	2022
Telco	**6.4%**	6.4%	**0%**	0%
Ensign	**9.0%**	9.0%	**2.5%**	2.5%
DPL	**–**	10.4%	**–**	2.5%
Strateq	**14.4%**	16.4%	**0%**	0%
MR Broadband	**12.1%**	10.2%	**0%**	0%

As at 31 December 2023, no impairment charge was required for the carrying amounts of goodwill as the recoverable amounts of each of the CGUs were in excess of their carrying amounts.

In 2022, one business line in a subsidiary group of companies within Strateq CGU was discontinued to focus on growing other core businesses and develop other capabilities to generate the right returns and growth. The carrying amount of the Strateq CGU was determined to be lower than its recoverable amount and an impairment loss of $15.2 million was recognised. The impairment loss was fully allocated to goodwill and included in "non-operating expense" in the income statement.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

5 INTANGIBLE ASSETS (CONTINUED)

Company	Telecom-munications licences $m	Computer software $m	Software in development $m	Total $m
Cost				
At 1 January 2022	0.3	390.2	9.8	400.3
Additions	–	–	28.8	28.8
Transfers	–	22.8	(22.8)	–
Write-offs	–	(2.4)	–	(2.4)
At 31 December 2022	0.3	410.6	15.8	426.7
At 1 January 2023	**0.3**	**410.6**	**15.8**	**426.7**
Additions	**–**	**–**	**45.8**	**45.8**
Transfers	**–**	**18.3**	**(18.3)**	**–**
At 31 December 2023	**0.3**	**428.9**	**43.3**	**472.5**
Accumulated amortisation				
At 1 January 2022	0.2	330.3	–	330.5
Charge for the year	–	29.1	–	29.1
Write-offs	–	(2.4)	–	(2.4)
At 31 December 2022	0.2	357.0	–	357.2
At 1 January 2023	**0.2**	**357.0**	**–**	**357.2**
Charge for the year	**–**	**26.9**	**–**	**26.9**
At 31 December 2023	**0.2**	**383.9**	**–**	**384.1**
Carrying amounts				
At 1 January 2022	0.1	59.9	9.8	69.8
At 31 December 2022	0.1	53.6	15.8	69.5
At 31 December 2023	**0.1**	**45.0**	**43.3**	**88.4**

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

6 RIGHT-OF-USE ASSETS

Leases as lessee

The Group leases land and buildings, base transceiver stations and other network equipment, computers and infrastructure. The leases typically run for a period of up to 19 years, with an option to renew the lease after that date. Lease payments are renegotiated at the end of the lease term to reflect market rentals. Some leases provide for additional rent payments that are based on changes in local price indices. For certain leases, the Group is restricted from entering into any sub-lease arrangements.

Information about leases for which the Group and Company is a lessee is presented below.

Group	Land and buildings $m	Base transceiver stations $m	Network equipment, computers and infrastructure $m	Total $m
Cost				
At 1 January 2022	191.2	26.6	4.9	222.7
Additions and modifications to right-of-use assets	11.6	2.0	4.9	18.5
Acquisition through business combinations	2.1	–	5.9	8.0
Terminations	(7.6)	(0.3)	–	(7.9)
Translation	(1.0)	–	(0.1)	(1.1)
At 31 December 2022	196.3	28.3	15.6	240.2
Additions and modifications to right-of-use assets	24.4	1.1	1.8	27.3
Reclassification to assets held for sale (see Note 19)	(4.8)	–	–	(4.8)
Asset retirement obligation	0.3	–	–	0.3
Terminations	(2.4)	–	(4.4)	(6.8)
Translation	(1.0)	–	(0.4)	(1.4)
At 31 December 2023	**212.8**	**29.4**	**12.6**	**254.8**
Accumulated depreciation				
At 1 January 2022	77.2	20.9	3.1	101.2
Depreciation	28.6	2.5	5.4	36.5
Terminations	(5.2)	(0.2)	–	(5.4)
Translation	(0.2)	–	–	(0.2)
At 31 December 2022	100.4	23.2	8.5	132.1
Depreciation	29.1	2.4	3.4	34.9
Reclassification to assets held for sale (see Note 19)	(1.7)	–	–	(1.7)
Terminations	(1.2)	–	(4.4)	(5.6)
Translation	(0.2)	–	(0.1)	(0.3)
At 31 December 2023	**126.4**	**25.6**	**7.4**	**159.4**
Carrying amounts				
At 31 December 2022	95.9	5.1	7.1	108.1
At 31 December 2023	**86.4**	**3.8**	**5.2**	**95.4**

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

6 RIGHT-OF-USE ASSETS (CONTINUED)

Leases as lessee (continued)

Company	Land and buildings $m	Other network equipment and infrastructure $m	Total $m
Cost			
At 1 January 2022	141.5	2.3	143.8
Additions and modifications to right-of-use assets	9.2	–	9.2
Terminations	(3.1)	–	(3.1)
At 31 December 2022	**147.6**	**2.3**	**149.9**
Additions and modifications to right-of-use assets	**8.4**	**1.1**	**9.5**
At 31 December 2023	**156.0**	**3.4**	**159.4**
Accumulated depreciation			
At 1 January 2022	55.5	1.3	56.8
Depreciation	18.1	0.5	18.6
Terminations	(2.8)	–	(2.8)
At 31 December 2022	**70.8**	**1.8**	**72.6**
Depreciation	**17.8**	**0.5**	**18.3**
At 31 December 2023	**88.6**	**2.3**	**90.9**
Carrying amounts			
At 31 December 2022	76.8	0.5	77.3
At 31 December 2023	**67.4**	**1.1**	**68.5**

7 SUBSIDIARIES

	Company	
	2023 $m	2022 $m
Investments in subsidiaries, at cost or deemed cost	**3,351.5**	3,336.8

At 31 December 2023 and 2022, no impairment charge was required for the carrying amounts of the Company's cost of investment in subsidiaries as the recoverable amounts were in excess of their carrying amounts. The recoverable amounts were based on their respective value-in-use.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries

The significant subsidiaries directly held by the Company are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group 2023 %	2022 %
StarHub Cable Vision Ltd.[1]	Provision of subscription television and television broadcasting services	Singapore	**100**	100
StarHub Mobile Pte Ltd[1]	Provision of mobile telecommunications services	Singapore	**100**	100
StarHub Online Pte Ltd[1]	Provision of broadband access services	Singapore	**100**	100
Nucleus Connect Pte. Ltd.[1]	Provision of high speed wholesale broadband services	Singapore	**100**	100
Ensign InfoSecurity Pte. Ltd. ("Ensign")[3]	Provision of computer systems integration activities, other professional, scientific and technical activities	Singapore	**55.73**[6]	55.73[6]
Malaren International Sdn Bhd ("Malaren")[2]	Investment holding	Malaysia	**100**	100
JOS (SG) Pte. Ltd.[1]	Distribution, sales, servicing and rental of computer hardware, software and related equipment	Singapore	**100**[7]	60

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries (continued)

The significant subsidiaries held by the Company's subsidiary companies are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group 2023 %	2022 %
Subsidiaries of Ensign				
Ensign InfoSecurity (Cybersecurity) Pte. Ltd. ("EIC")[3]	Investment holding	Singapore	**55.73**[6]	55.73[6]
Ensign InfoSecurity (Systems) Pte. Ltd. ("EIS")[3]	Information security systems integrator	Singapore	**55.73**[6]	55.73[6]
Keele Investments Pte. Ltd. ("Keele")[3]	Investment holding	Singapore	**55.73**[6]	55.73[6]
Subsidiaries of Keele				
D'Crypt Pte Ltd ("DPL")[3]	Development and supply of data security products and components	Singapore	**55.73**[6]	55.73[6]
Subsidiaries of EIC				
Ensign InfoSecurity (Asia Pacific) Pte. Ltd. ("EIS Asia Pacific")[3]	Provision of information security and network security surveillance services	Singapore	**55.73**[6]	55.73[6]
Ensign InfoSecurity (SmartTech) Pte. Ltd.[3]	Sales of information technology security related products	Singapore	**55.73**[6]	55.73[6]
Ensign InfoSecurity (Networks) Pte. Ltd.[3]	Provision of security consultancy services	Singapore	**55.73**[6]	55.73[6]
Subsidiaries of EIS Asia Pacific				
Ensign InfoSecurity (Malaysia) Sdn Bhd[3]	Provision of information security and network security surveillance services	Malaysia	**55.73**[6]	55.73[6]
Ensign InfoSecurity (East Asia) Limited[3]	Provision of information security and network security surveillance services	People's Republic of China	**55.73**[6]	55.73[6]
Ensign InfoSecurity (Singapore) Pte. Ltd.[3]	Provision of information security and network security surveillance services	Singapore	**55.73**[6]	55.73[6]
Vectra Information Security Pte. Ltd.[3]	Provision of security consultancy services	Singapore	**55.73**[6]	55.73[6]

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries (continued)

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group 2023 %	2022 %
Subsidiary of Malaren				
Nettilling Sdn. Bhd. ("Nettilling")[2]	Investment holding	Malaysia	**88.28**	88.28
JOS (Malaysia) Sdn. Bhd.[2]	Marketing and distribution of computer and computer related products and provision of installation and maintenance services	Malaysia	**100.00**[7]	60.00
Subsidiary of Nettilling				
Taman Kenyir Holdings Sdn. Bhd. ("Taman Kenyir")[2]	Investment holding	Malaysia	**43.26**[5]	43.26[5]
Subsidiary of Taman Kenyir				
Strateq Sdn. Bhd.[2]	Implementation of Information Communication Technology projects	Malaysia	**43.26**[5]	43.26[5]
Subsidiaries of Strateq Sdn. Bhd.				
Strateq Systems Sdn. Bhd.[2]	System integration, supply and implementation of hardware and software solutions and provision of maintenance services	Malaysia	**43.26**[5]	43.26[5]
Strateq (Singapore) Pte Ltd[1]	Provision of petrol station retail solutions and fuel logistics management solutions and data centre and business continuity services	Singapore	**43.26**[5]	43.26[5]
Strateq Oil & Gas Sdn Bhd.[2]	Provision of petrol station retail solutions and fuel logistics management solutions	Malaysia	**43.26**[5]	43.26[5]
Strateq Health Sdn Bhd.[2]	Provision of hospital information systems solutions	Malaysia	**43.26**[5]	43.26[5]
Strateq Global Services Sdn. Bhd.[2]	Development and provision of software as a service application	Malaysia	**43.26**[5]	43.26[5]
Strateq Business Solutions Sdn. Bhd.[2]	Provision of business application solutions and related services	Malaysia	**43.26**[5]	43.26[5]

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries (continued)

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group 2023 %	2022 %
Subsidiaries of Strateq Sdn. Bhd. (continued)				
Strateq Sentry Sdn. Bhd.[2]	Provision of architecting ICT solutions and project management services into building complexes and infrastructure related projects	Malaysia	**43.26**[5]	43.26[5]
Strateq Capital Sdn. Bhd.[2]	Investment holding and provision of management services	Malaysia	**43.26**[5]	43.26[5]
Subsidiaries of Strateq Systems Sdn. Bhd.				
Strateq Data Centre Sdn. Bhd.[2]	Provision of data centre and business continuity services	Malaysia	**43.26**[5]	43.26[5]
Strateq Systems (Thailand) Co. Ltd[3]	Provision of petrol station retail solutions and fuel logistics management solutions	Thailand	**43.26**[5]	43.26[5]
Subsidiary of Strateq Capital Sdn. Bhd.				
Strateq Health B.V.[4]	Provision of healthcare information technology products and services globally	Netherlands	**42.54**[5]	42.54[5]
Subsidiary of Strateq Health B.V				
Strateq Health Inc [4]	Provision of healthcare information technology software, research and development services and support services	United States	**42.54**[5]	42.54[5]
Subsidiary of StarHub Online Pte. Ltd.				
MyRepublic Broadband Pte. Ltd. [3]	Provider of broadband internet access	Singapore	**50.10**	50.10

(1) *Audited by KPMG LLP Singapore*
(2) *Audited by member firms of KPMG International*
(3) *Audited by another firm*
(4) *Not required to be audited by laws of the country of incorporation*
(5) *Although the Group owns less than half of the voting rights, the Group controls these companies as it has the power to appoint the majority of the board of directors and is able to exercise control over their financial and operating policies.*
(6) *The Group controls these companies as 20% of the rights, benefits and interests in Ensign have been assigned to the Company by the non-controlling interest shareholder at the date of acquisition.*
(7) *In 2023, the Group's equity interest increased from 60 to 100 percent. The carrying amount of both JOS (SG) Pte. Ltd. and JOS (Malaysia) Sdn. Bhd.'s net assets in the Group's consolidated financial statements on the date of acquisition was $10.4 million. The carrying amount of non-controlling interest acquired was $5.9 million and consideration paid to non-controlling interest is $12.0 million.*

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

8 ASSOCIATE AND JOINT VENTURE

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Interests in associate				
Unquoted equity investments	**27.8**	27.8	**27.8**	27.8
Share of post-acquisition reserves	**1.0**	0.9	**–**	–
	28.8	28.7	**27.8**	27.8
Interests in joint venture				
Unquoted equity investments	**10.5**	9.5	**–**	–
Share of post-acquisition reserves	**7.7**	5.1	**–**	–
	18.2	14.6	**–**	–

Associate

Details of the associate are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group 2023 %	2022 %
Shine Systems Assets Pte. Ltd.[1]	Investment in, ownership or lease of infrastructure assets and provision of data centre services	Singapore	**30.00**	30.00

[1] *Audited by KPMG LLP Singapore*

The following summarises the financial information of the associate, based on its financial statements prepared in accordance with SFRS(I), amended for fair value adjustments on acquisition:

	2023 $m	2022 $m
Revenue	**59.0**	57.6
Profit from continuing operations	**3.2**	2.1
Other comprehensive (loss)/income	**(2.8)**	6.0
Total comprehensive income	**0.4**	8.1
Non-current assets	**281.3**	266.7
Current assets	**56.5**	51.1
Non-current liabilities	**(209.4)**	(202.9)
Current liabilities	**(32.4)**	(19.1)
Net assets	**96.0**	95.8
Group's interest in net assets of associate at beginning of the year	**28.7**	26.3
Group's share of:		
– Profit from continuing operations	**1.0**	0.6
– Other comprehensive (loss)/income	**(0.9)**	1.8
Total comprehensive income	**0.1**	2.4
Carrying amount of interest in associate at end of the year	**28.8**	28.7

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

8 ASSOCIATE AND JOINT VENTURE (CONTINUED)

Joint Venture

StarHub Mobile Pte Ltd (a wholly-owned subsidiary of the Company), and M1 Limited, jointly incorporated a joint venture company, Antina Pte. Ltd., to develop, deploy and operate a 5G mobile network in Singapore.

Details of the joint venture are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group 2023 %	2022 %
Antina Pte. Ltd.[1]	Provision of mobile telecommunication services	Singapore	**50.00**	50.00

[1] *Audited by another firm*

The following summarises the financial information of the joint venture, based on its financial statements prepared in accordance with SFRS(I):

	2023 $m	2022 $m
Revenue	**77.7**	67.0
Profit from continuing operations/Total comprehensive income	**5.2**	7.0
Non-current assets	**120.8**	54.0
Current assets	**30.3**	22.4
Non-current liabilities	**(2.3)**	(2.5)
Current liabilities	**(112.4)**	(44.7)
Net assets	**36.4**	29.2
Group's interest in net assets of joint venture at beginning of the year	**14.6**	10.1
Share of total comprehensive income	**2.6**	3.5
Additional equity investment	**1.0**	1.0
Carrying amount of interest in joint venture at end of the year	**18.2**	14.6

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

9 BALANCES WITH RELATED PARTIES

The immediate and ultimate holding companies are Asia Mobile Holdings Pte. Ltd. and Temasek Holdings (Private) Limited, respectively. These companies are incorporated in the Republic of Singapore.

9.1 Amounts due from related parties

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Current				
Amounts due from (trade):				
– Subsidiaries	–	–	**1,146.9**	937.3
– Related corporations	**19.2**	17.8	**6.4**	11.0
	19.2	17.8	**1,153.3**	948.3
Less: Loss allowance	–	–	**(962.4)**	(787.3)
	19.2	17.8	**190.9**	161.0

Included in current amounts due from subsidiaries are amounts of $892.6 million (2022: $716.2 million) from certain subsidiaries which are unsecured, bear interest of 7.75% (2022: 7.75%) per annum and are repayable on demand.

All other amounts are unsecured, interest-free and trade in nature.

Movements in loss allowance during the year are as follows:

	Company	
	2023 $m	2022 $m
At 1 January	**787.3**	590.2
Loss allowances recognised	**175.1**	197.1
At 31 December	**962.4**	787.3

During the year, the Company impaired additional balances owing by certain subsidiaries amounting to $175.1 million (2022: $197.1 million). Other than the above, there is no loss allowance arising from the remaining outstanding balances with subsidiaries and related corporations as the ECL is not material.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

9 BALANCES WITH RELATED PARTIES (CONTINUED)

9.2 Amounts due to related parties

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Current				
Amounts due to:				
– Subsidiaries	–	–	**629.3**	377.6
– Associate	**1.0**	3.0	**1.0**	3.0
– Joint venture	**11.9**	10.3	–	–
– Related corporations	**21.5**	29.0	**9.9**	13.9
	34.4	42.3	**640.2**	394.5

Amounts due to subsidiaries included $227.2 million (2022: $183.9 million) placed by a subsidiary with the Company under a cash pooling arrangement (see Note 14).

All other balances with related parties are unsecured and interest-free and trade in nature.

9.3 The Company's balances with subsidiaries included amounts netted under agreed master netting arrangements. The amounts, after impairment, before netting are as follows:

Company	Gross amounts $m	Gross amounts offset $m	Net amounts $m
2023			
Current			
Amounts due from subsidiaries	**514.2**	**(329.7)**	**184.5**
Amounts due to subsidiaries	**959.0**	**(329.7)**	**629.3**
2022			
Current			
Amounts due from subsidiaries	542.1	(392.1)	150.0
Amounts due to subsidiaries	769.7	(392.1)	377.6

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

10 CONTRACT BALANCES

The following section provides information about contract assets, contract liabilities and contract cost from contracts with customers.

10.1 Contract assets

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Contract assets	**361.8**	385.0	**18.2**	20.4
Loss allowance	**(5.4)**	(4.8)	**–**	–
	356.4	380.2	**18.2**	20.4
Analysed as:				
Third parties	**339.4**	374.6	**17.9**	19.3
Related parties	**17.0**	5.6	**0.3**	1.1
	356.4	380.2	**18.2**	20.4
Current	**290.0**	340.3	**18.1**	18.1
Non-current	**66.4**	39.9	**0.1**	2.3
	356.4	380.2	**18.2**	20.4

The contract assets primarily relate to the Group's rights to consideration for goods and services provided but not billed at the reporting date. The contract assets are transferred to trade receivables when the rights become unconditional. This usually occurs when the Group invoices its customers.

Movements in the contract asset balances during the year are as follows:

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
At 1 January	**385.0**	362.3	**20.4**	23.1
Prior year contract assets reclassified to trade receivables	**(233.5)**	(284.4)	**(9.7)**	(12.4)
Contract assets recognised, net of reclassification to trade receivables	**241.7**	296.6	**8.1**	10.8
Acquisition through business combinations	**–**	12.1	**–**	–
Contract assets written off	**(12.3)**	(1.6)	**(0.6)**	(1.1)
Reclassified to assets held for sale (Note 19)	**(19.1)**	–	**–**	–
	361.8	385.0	**18.2**	20.4
Less: Loss allowance	**(5.4)**	(4.8)	**–**	–
At 31 December	**356.4**	380.2	**18.2**	20.4

The Group uses an allowance matrix to measure the ECL of contract assets. In determining the ECL, the Group has taken into account the historical termination write-off experience of the corporate and consumer customer bases, adjusted for factors based on the Group's view of economic conditions over the remaining lifetime of future performance obligations.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

10 CONTRACT BALANCES (CONTINUED)

10.1 Contract assets (continued)

The following table details the risk profile of contract assets based on the Group's provision matrix.

	Group					
	2023			2022		
	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m
Current	**1.5%**	**361.8**	**5.4**	1.3%	385.0	4.8

Movements in loss allowance (lifetime ECL) during the year are as follows:

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
At 1 January	**4.8**	6.1	**–**	–
Loss allowances recognised	**8.0**	9.0	**–**	–
Allowance utilised	**(7.4)**	(10.3)	**–**	–
At 31 December	**5.4**	4.8	**–**	–

Based on the Company's credit assessment, management believes that credit exposure is low and the expected credit loss is negligible.

10.2 Contract liabilities

Contract liabilities primarily relate to amounts billed in advance for telecommunications, broadband and entertainment services, advance consideration received from customers for prepaid mobile services and excess of progress payments over the revenue recognised for managed services.

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Managed services contracts	**33.7**	39.3	**15.5**	13.8
Amounts billed in advance for telecommunications, broadband and entertainment services	**94.0**	87.5	**63.5**	57.2
Amounts received in advance for prepaid mobile services	**4.6**	6.5	**–**	–
	132.3	133.3	**79.0**	71.0
Analysed as:				
Third parties	**121.3**	123.9	**71.6**	62.5
Related parties	**11.0**	9.4	**7.4**	8.5
	132.3	133.3	**79.0**	71.0
Current	**85.4**	91.1	**32.1**	28.8
Non-current	**46.9**	42.2	**46.9**	42.2
	132.3	133.3	**79.0**	71.0

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

10 CONTRACT BALANCES (CONTINUED)

10.2 Contract liabilities (continued)

Movements in the contract liabilities balances during the year are as follows:

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
At 1 January	**133.3**	101.7	**71.0**	58.5
Revenue recognised that was included in the contract liability balance at the beginning of the year	**(76.7)**	(61.0)	**(19.3)**	(11.5)
Cash received, excluding amounts recognised as revenue during the year	**3.1**	9.2	**1.6**	1.3
Billings in advance, excluding amounts recognised as revenue during the year	**88.7**	76.0	**25.7**	22.7
Acquisition through business combinations	**–**	7.4	**–**	–
Reclassified to liabilities directly associated with the assets held for sale (Note 19)	**(16.1)**	–	**–**	–
At 31 December	**132.3**	133.3	**79.0**	71.0

10.3 Contract costs

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Costs to obtain contracts	**7.4**	7.5	**1.6**	1.3
Costs to fulfil contracts	**9.5**	15.7	**–**	–
	16.9	23.2	**1.6**	1.3
Current	**12.3**	20.2	**1.2**	0.9
Non-current	**4.6**	3.0	**0.4**	0.4
	16.9	23.2	**1.6**	1.3

Costs to obtain contracts relate to commission fees paid to dealers as a result of obtaining mobile, entertainment and broadband service contracts. Costs to fulfil contracts relate to costs of materials which generate or enhance resources that will be used in satisfying future performance obligations.

These costs are amortised consistently with the pattern of revenue for related contracts. In 2023, amortisation amounting to $16.9 million and $178.9 million (2022: $16.7 million and $130.4 million) were recognised as customer acquisition costs and cost of services in the income statement, respectively. There was no loss allowance in relation to the costs capitalised.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

11 INVENTORIES

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Equipment held for resale	**41.3**	37.6	**0.4**	–
Maintenance and project inventories	**5.6**	28.9	**4.4**	5.1
Inventories, net of allowance	**46.9**	66.5	**4.8**	5.1
Allowance made/(written back) during the year, net	**0.8**	(1.2)	**0.3**	(0.2)

12 TRADE RECEIVABLES

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Trade receivables	**332.6**	288.2	**236.7**	201.2
Loss allowances	**(54.3)**	(45.4)	**(50.4)**	(41.5)
	278.3	242.8	**186.3**	159.7

The trade receivables of the Company include amounts billed under a combined billing arrangement to customers for services provided by certain subsidiaries.

The Group uses an allowance matrix to measure the ECL of trade receivables. In the assessment of ECL, the Group applies the simplified approach to estimate the loss allowance based on aging buckets of the trade receivables, adjusted for certain external indices to different groups between consumer and corporate customers, where applicable.

The following table details the risk profile of trade receivables from contracts with customers based on the Group's allowance matrix.

	2023			2022			
	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m	Credit impaired?
Group							
Current	**4.6%**	**124.1**	**5.7**	5.3%	114.5	6.1	No
Past due 1 - 15 days	**8.7%**	**35.5**	**3.1**	6.8%	22.2	1.5	Yes
Past due above 15 days	**26.3%**	**173.0**	**45.5**	25.0%	151.5	37.8	Yes
		332.6	**54.3**		288.2	45.4	
Company							
Current	**7.1%**	**79.0**	**5.6**	8.4%	71.3	6.0	No
Past due 1 - 15 days	**15.2%**	**19.8**	**3.0**	7.5%	18.7	1.4	Yes
Past due above 15 days	**30.3%**	**137.9**	**41.8**	30.7%	111.2	34.1	Yes
		236.7	**50.4**		201.2	41.5	

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

12 TRADE RECEIVABLES (CONTINUED)

Movements in lifetime ECL balances during the year are as follows:

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
At 1 January	**45.4**	43.5	**41.5**	39.4
Loss allowances recognised	**17.3**	10.6	**8.3**	3.2
Recharged to subsidiaries	**–**	–	**7.6**	7.5
Allowance utilised	**(8.4)**	(8.7)	**(7.0)**	(8.6)
At 31 December	**54.3**	45.4	**50.4**	41.5

13 OTHER RECEIVABLES, DEPOSITS AND PREPAYMENTS

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Current				
Grant receivables	**8.1**	11.3	**–**	–
Deposits	**7.4**	7.8	**1.3**	1.0
Prepayments	**100.8**	115.6	**31.5**	29.2
Other receivables	**23.2**	23.1	**2.9**	3.0
Forward exchange contracts	**0.1**	–	**0.1**	–
Others	**0.1**	0.3	**–**	–
	139.7	158.1	**35.8**	33.2
Non-current				
Loan receivable	**74.2**	74.2	**5.8**	–
Others	**–**	0.2	**–**	–
	74.2	74.4	**5.8**	–

In 2022, the Group completed the acquisition of 50.1% equity interest in MyRepublic Broadband Pte. Ltd. ("MR Broadband"). In addition to the equity stake, SHOL agreed to extend a $74.2 million loan to MR HoldCo. The loan being interest bearing, secured over certain assets of MR GroupCo for a period of three years, is considered to be of low credit risk.

In 2022, together with another loan that has since been repaid, this loan was net settled and disbursed amounting to $30.8 million, by way of offset against the consideration paid for the acquisition of MR Broadband.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

14 CASH AND CASH EQUIVALENTS

	Note	Group 2023 $m	Group 2022 $m	Company 2023 $m	Company 2022 $m
Fixed deposits		**293.1**	325.2	**288.5**	318.1
Cash at bank and in hand		**209.1**	248.4	**87.3**	87.5
Cash and cash equivalents in the statement of financial position		**502.2**	573.6	**375.8**	405.6
Restricted cash and fixed deposits		**(4.3)**	(4.9)	**–**	–
Bank overdraft	16	**–**	(1.5)	**–**	–
Cash and cash equivalents in the cash flow statement		**497.9**	567.2	**375.8**	405.6

Fixed deposits relate to deposits with financial institutions with maturities of three months or less with effective interest rates ranging from 0.05% to 5.84% (2022: 0.05% to 5.15%) per annum.

At the reporting date, cash and cash equivalents held by the Company included $227.2 million (2022: $183.9 million) cash pooled together from a subsidiary and managed centrally by the Company as part of the Group's cash management and treasury activities.

Impairment on cash and cash equivalents are measured on the 12-month expected loss basis and reflects the short maturities of the exposures. The Group considers that its cash and cash equivalents have low credit risk based on external credit ratings of counterparties. The amount of allowance on cash and cash equivalents was negligible.

Restricted cash and fixed deposits were set aside for performance bonds with customers.

15 TRADE AND OTHER PAYABLES

	Company 2023 $m	Company 2022 $m	Company 2023 $m	Company 2022 $m
Current				
Trade payables	**167.1**	265.7	**88.5**	162.8
Accruals	**524.4**	490.7	**202.3**	196.9
Other deferred income	**1.0**	1.3	**0.1**	–
Deposits from customers	**14.6**	15.2	**7.3**	8.0
Contingent consideration	**–**	46.2	**–**	–
Forward exchange contracts	**2.0**	4.6	**2.0**	4.4
	709.1	823.7	**300.2**	372.1
Non-current				
Accruals	**35.2**	43.0	**24.2**	26.8
Other deferred income	**1.4**	1.9	**–**	–
Other non-trade payables	**–**	2.7	**–**	–
Energy contract	**0.2**	–	**0.2**	–
Forward liability to acquire non-controlling interests	**13.3**	12.8	**–**	–
	50.1	60.4	**24.4**	26.8

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

15 TRADE AND OTHER PAYABLES (CONTINUED)

At 31 December 2022, included in trade payables were bills payable with a vendor of $62.0 million, which were unsecured, payable within 61-90 days, and bore an extension fee ranging from 4.36% to 4.93% per annum. There was no such balance as at 31 December 2023.

The Group also participates in a supply chain finance programme ("SCF") under which its suppliers may elect to receive early payment of their invoice from a bank by factoring their receivable from the Group. Under the arrangement, a bank agrees to pay amounts to a participating supplier in respect of invoices owed by the Group and receives settlement from the Group at a later date. As at 31 December 2023, trade payables under the SCF programme is $6.4 million (2022: $2.2 million).

The Group does not derecognise the original liabilities to which these arrangements apply. These arrangements do not significantly extend payment terms beyond the normal terms agreed with other suppliers that are not participating. The Group discloses these amounts within trade payables because the nature and function of the financial liabilities remained the same. The payments to the bank and vendor are included within operating cashflows because they continue to be part of the normal operating cycle of the Group and their principal nature remains operating.

16. BORROWINGS

	Note	Group 2023 $m	Group 2022 $m	Company 2023 $m	Company 2022 $m
Current					
Bank loans	16.1	**11.2**	135.1	–	120.0
Bank overdraft	14	–	1.5	–	–
		11.2	136.6	–	120.0
Non-current					
Bank loans	16.1	**628.3**	513.8	**554.2**	435.1
Medium term notes	16.2	**499.9**	499.8	**499.9**	499.8
		1,128.2	1,013.6	**1,054.1**	934.9

Reconciliation of movements of borrowings to cash flows arising from financing activities:

	Group 2023 $m	Group 2022 $m
At 1 January	**1,150.2**	1,364.7
Changes from financing cash flows		
Proceeds from borrowings	**19.5**	29.5
Repayment of borrowings	**(22.6)**	(240.1)
Interest paid	**(33.6)**	(38.4)
Total changes from financing cash flows	**(36.7)**	(249.0)
Total liability-related other changes	**31.5**	40.0
Effects of foreign exchange rate	**(5.6)**	(5.5)
At 31 December	**1,139.4**	1,150.2

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

16 BORROWINGS (CONTINUED)

16.1 Bank loans

At 31 December 2023, the fair value of the Group's and Company's bank loans are $628.8 million and $544.2 million (2022: $618.8 million and $526.6 million) respectively.

The Group's bank loans comprise secured bank loans of $11.2 million (2022: $3.9 million) which are secured over fixed deposits and bear interest at rates ranging from 5.27% to 7.40% (2022: 4.07% and 8.40%) per annum. The remaining unsecured bank loans bear interest at rates ranging from 1.30% to 4.66% (2022: 1.30% to 7.14%) per annum.

The Company's bank loans of $554.2 million are unsecured and bear interest at rates ranging from 1.30% to 4.66% (2022: 1.30% to 7.14%) per annum.

At the reporting date, the Company has provided a financial guarantee for a sustainability-linked loan of $74.2 million (2022: $79.1 million) drawn down under a loan facility entered by a subsidiary. The guarantee is accounted for in accordance with SFRS(I) 9 *Financial Instruments*.

16.2 Medium term notes

The Company had established in September 2011 a multicurrency medium term note programme with a maximum aggregate principal amount of $1,000.0 million.

In September 2012, the Company issued a $220.0 million 10-year medium term note which bore interest rate of 3.08% per annum. The amount was repaid in September 2022.

In June 2016, the Company issued a $300.0 million 10-year medium term note which bears interest of 3.55% per annum and is repayable in June 2026.

On 29 May 2017, the Company updated and amended its $1,000.0 million multicurrency medium term note programme to a $2,000.0 million multicurrency debt issuance programme with the inclusion of the mechanism for the issuance of, and the terms and conditions of, perpetual securities. The amendments do not affect the validity of the existing term notes issued by the Company under the original programme.

In January 2021, the Company issued a $200.0 million 10-year medium term note which bears interest of 2.48% per annum and is repayable in January 2031.

As at 31 December 2023, the fair value of the medium term notes are $465.6 million (2022: $461.1 million).

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

17 LEASE LIABILITIES

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Current	**32.8**	31.8	**16.5**	17.0
Non-current	**71.7**	86.9	**56.8**	65.0
	104.5	118.7	**73.3**	82.0

Reconciliation of movements of lease liabilities to cash flows arising from financing activities:

	Note	Group	
		2023 $m	2022 $m
At 1 January		**118.7**	132.0
Changes from financing cash flows			
Payment of lease liabilities		**(37.2)**	(38.3)
Interest paid		**(4.8)**	(5.1)
Total changes from financing cash flows		**(42.0)**	(43.4)
Other changes			
New leases and modifications		**27.3**	18.5
Interest expense		**4.8**	5.1
Termination of lease		**(1.2)**	(3.1)
Acquisition through business combination	35	**–**	9.6
Reclassified to assets held for sale	19	**(3.1)**	–
Total other changes		**27.8**	30.1
At 31 December		**104.5**	118.7

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

18. DEFERRED TAX ASSETS AND LIABILITIES

Movements in deferred tax assets/(liabilities) during the year are as follows:

Group	At 1 January $m	Recognised in income statement (Note 29) $m	Recognised in other comprehensive income $m	Recognised in equity $m	Transfer to asset held for sale (Note 19) $m	Acquired in business combination (Note 35) $m	Translation $m	At 31 December $m
2023								
Property, plant and equipment and intangible assets	**(98.6)**	**13.5**	**–**	**–**	**(0.4)**	**–**	**1.5**	**(84.0)**
Right-of-use assets	**(7.8)**	**(4.7)**	**–**	**–**	**–**	**–**	**(0.3)**	**(12.8)**
Lease liabilities	**9.4**	**3.5**	**–**	**–**	**–**	**–**	**0.3**	**13.2**
Other payables and accruals	**10.4**	**2.2**	**–**	**–**	**–**	**–**	**(0.9)**	**11.7**
Contract assets	**1.0**	**(0.1)**	**–**	**–**	**–**	**–**	**–**	**0.9**
Contract costs	**(2.8)**	**0.3**	**–**	**–**	**–**	**–**	**–**	**(2.5)**
Derivatives	**0.8**	**(0.8)**	**0.3**	**–**	**–**	**–**	**–**	**0.3**
Share-based payment transactions	**0.8**	**0.6**	**–**	**(0.4)**	**–**	**–**	**–**	**1.0**
	(86.8)	**14.5**	**0.3**	**(0.4)**	**(0.4)**	**–**	**0.6**	**(72.2)**
2022								
Property, plant and equipment and intangible assets	(101.0)	13.0	–	–	–	(11.1)	0.5	(98.6)
Right-of-use assets	(3.0)	(4.8)	–	–	–	–	–	(7.8)
Lease liabilities	5.0	4.4	–	–	–	–	–	9.4
Other payables and accruals	8.5	1.7	–	–	–	–	0.2	10.4
Contract assets	1.0	–	–	–	–	–	–	1.0
Contract costs	(2.5)	(0.3)	–	–	–	–	–	(2.8)
Derivatives	–	–	0.8	–	–	–	–	0.8
Share-based payment transactions	0.3	0.1	–	0.4	–	–	–	0.8
	(91.7)	14.1	0.8	0.4	–	(11.1)	0.7	(86.8)

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

18 DEFERRED TAX ASSETS AND LIABILITIES (CONTINUED)

Unrecognised deferred tax assets

Deferred tax assets are recognised to the extent that realisation of the related tax benefits through future taxable profits is probable.

Deferred tax assets have not been recognised in respect of the following items:

	Group	
	2023 $m	2022 $m
Tax losses	**29.6**	30.8

The Group has not recognised deferred tax assets in respect of the above tax losses as the Group does not expect to recover these potential deferred tax assets in the foreseeable future. The Group reassesses the recovery of these potential deferred tax assets annually.

The tax losses include $8.1 million (2022: $3.6 million) which can be carried forward up to financial years 2028 to 2031 (2022: 2028 to 2031) subject to different jurisdiction requirements by those companies with unrecognised tax losses in their respective country of incorporation. The remaining tax losses do not expire under current tax legislation.

Company	At 1 January $m	Recognised in income statement $m	Recognised in equity $m	At 31 December $m
2023				
Deferred tax (liabilities)/assets				
Property, plant and equipment and intangible assets	**(57.8)**	**8.1**	**–**	**(49.7)**
Right-of-use assets	**(5.1)**	**(3.8)**	**–**	**(8.9)**
Lease liabilities	**5.9**	**3.1**	**–**	**9.0**
Other payables and accruals	**3.7**	**(1.8)**	**–**	**1.9**
Contract asset	**0.2**	**–**	**–**	**0.2**
Contract cost	**(0.3)**	**–**	**–**	**(0.3)**
Share-based payment transactions	**0.8**	**–**	**0.3**	**1.1**
	(52.6)	**5.6**	**0.3**	**(46.7)**
2022				
Deferred tax (liabilities)/assets				
Property, plant and equipment and intangible assets	(61.5)	3.7	–	(57.8)
Right-of-use assets	(1.4)	(3.7)	–	(5.1)
Lease liabilities	2.7	3.2	–	5.9
Other payables and accruals	5.8	(2.1)	–	3.7
Contract asset	–	0.2	–	0.2
Contract cost	(0.3)	–	–	(0.3)
Share-based payment transactions	0.3	0.1	0.4	0.8
	(54.4)	1.4	0.4	(52.6)

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

19 DISPOSAL GROUP HELD FOR SALE

In 2023, Ensign entered into an agreement for the sale of its subsidiary, D'Crypt Pte Ltd. Accordingly, the subsidiary's assets and liabilities are presented as a disposal group held for sale. The sale was completed on 29 February 2024.

Impairment loss relating to the disposal group

Impairment losses of $16.6 million for write-downs of the disposal group to the lower of its carrying amount and its fair value less costs to sell have been included in 'Non-operating expense' (see Note 28). The impairment losses have been applied to reduce the carrying amount of goodwill within the disposal group.

Assets and liabilities of disposal group held for sale

At 31 December 2023, the disposal group was stated at fair value less costs to sell and comprised the following assets and liabilities:

	2023 $m
Property, plant and equipment	5.5
Intangible assets	13.3
Right-of-use assets	3.1
Inventories	10.6
Trade and other receivables	17.7
Cash and cash equivalents	23.3
Contract assets	19.1
Assets held for sale	92.6
Trade and other payables	(10.3)
Lease liabilities	(3.1)
Provision for taxation	(1.4)
Deferred tax liabilities	(0.4)
Contract liabilities	(16.1)
Other long-term liabilities	(0.3)
Liabilities held for sale	(31.6)

Cumulative income or expense recognised in OCI

There are no cumulative income or expenses included in OCI relating to the disposal group.

Measurement of fair values

Fair value hierarchy

The non-recurring fair value measurement for the disposal group has been categorised as a level 3 fair value and was determined based on consideration for the sale shares.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

20 SHARE CAPITAL

Group and Company	2023 Number of shares '000	2023 $m	2022 Number of shares '000	2022 $m
Issued and fully paid ordinary shares:				
At beginning and end of year	**1,731,651**	**299.7**	1,731,651	299.7

The holders of ordinary shares (excluding treasury shares) are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company. All ordinary shares (excluding treasury shares) rank equally with regard to the Company's residual assets.

21 RESERVES

	Group 2023 $m	Group 2022 $m	Company 2023 $m	Company 2022 $m
Treasury shares	**(18.6)**	(4.8)	**(18.6)**	(4.8)
Capital reserve	**(9.2)**	(4.4)	**–**	–
Fair value reserve	**(37.1)**	(35.5)	**(37.1)**	(35.5)
Goodwill written off	**(276.3)**	(276.3)	**–**	–
Share-based payments reserve	**9.4**	9.1	**9.4**	9.1
Hedging reserve	**(0.7)**	(1.9)	**(0.2)**	–
Translation reserve	**0.4**	–	**–**	–
Retained profits	**401.3**	344.6	**2,012.8**	2,125.5
	69.2	30.8	**1,966.3**	2,094.3

Treasury shares

Treasury shares comprise the cost of the Company's shares held by the Company. As at year-end, 17,633,301 (2022: 4,363,994) treasury shares were held by the Company. During the year, 3,460,393 (2022: 3,527,184) treasury shares were transferred to share-based payments reserve.

Capital reserve

The capital reserve comprises:

- acquisitions and disposals of interests with non-controlling interests that did not result in a change in control; and
- present value of a forward contract issued to a non-controlling interest shareholder.

Fair value reserve

The fair value reserve comprises the cumulative net change in the fair value of equity investments designated at FVOCI.

Goodwill written off

The goodwill written off represents the excess of consideration paid on the acquisition of subsidiaries prior to 1 January 2001 over the Group's share of the fair value of net assets acquired.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

21 RESERVES (CONTINUED)

Share-based payments reserve

The share-based payments reserve comprises the cumulative value of services received from employees and directors recorded in respect of the grant of share options and share awards.

Hedging reserve

The hedging reserve comprises the effective portion of the cumulative net change in the fair value of cash flow hedging instruments related to hedged transactions.

Translation reserve

The translation reserve comprises all foreign currency translation differences arising from the translation of the financial statements of foreign operations.

22 PERPETUAL CAPITAL SECURITIES

On 16 June 2017, the Company issued subordinated perpetual securities (the "perpetual securities") with an aggregate principal amount of $200.0 million. Incremental costs incurred amounting to $0.4 million was recognised in equity as a deduction from the proceeds. Such perpetual securities bear distributions at a rate of 3.95% per annum, payable semi-annually. Subject to the relevant terms and conditions in the offering memorandum, the Company may elect to defer making distributions on the perpetual securities and is not subject to any limits as to the number of times a distribution can be deferred. As a result, the perpetual securities do not meet the definition for classification as a financial liability under SFRS(I) 1-32 *Financial Instruments: Presentation*. The whole instrument is presented within equity, and distributions are treated as dividends.

During the year, distributions amounting to $7.9 million (2022: $7.9 million) were accrued and paid to perpetual security holders.

23 NON-CONTROLLING INTERESTS

The following subsidiaries have material non-controlling interests to the Group:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective ownership interest held by NCI 2023 %	2022 %
Ensign InfoSecurity Pte. Ltd. ("Ensign")	Provision of computer systems integration activities, other professional, scientific and technical activities	Singapore	**44.27**[(1)]	44.27[(1)]
MyRepublic Broadband Pte. Ltd. ("MR Broadband")	Provider of broadband internet access	Singapore	**49.90**	49.90

[(1)] *At the date of acquisition, the non-controlling interest shareholder assigned to the Company 20% of its rights, benefits and interests in Ensign.*

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

23 NON-CONTROLLING INTERESTS (CONTINUED)

The following summarised financial information for the non-controlling interests of Ensign and MR Broadband are prepared in accordance with SFRS(I) and modified for fair value adjustments on acquisition.

	2023		2022	
	$m Ensign	$m MR Broadband	$m Ensign	$m MR Broadband
Revenue	**352.1**	**76.3**	303.3	53.0
(Loss)/Profit from continuing operations	**(16.0)**	**10.5**	9.9	7.0
Total comprehensive income	**(16.0)**	**10.5**	9.9	7.0
Attributable to NCI:				
(Loss)/Profit from continuing operations	**(7.1)**	**5.2**	4.4	3.5
Total comprehensive income	**(7.1)**	**5.2**	4.4	3.5
Non-current assets	**51.1**	**61.2**	118.4	59.4
Current assets	**423.0**	**16.7**	338.0	14.2
Non-current liabilities	**(8.0)**	**(8.1)**	(10.7)	(9.0)
Current liabilities	**(207.8)**	**(31.3)**	(171.1)	(22.4)
Net assets	**258.3**	**38.5**	274.6	42.2
Net assets attributable to NCI	**114.3**	**19.2**	121.6	21.0
Cash flows from operating activities	**3.2**	**24.8**	10.7	18.0
Cash flows from investing activities	**(14.4)**	**(6.5)**	(12.9)	(4.1)
Cash flows from financing activities	**(4.1)**	**(17.7)**	24.7	(11.6)
Cash in assets held for sale	**(23.3)**	**–**	–	–
Net change in cash and cash equivalents	**(38.6)**	**0.6**	22.5	2.3

Dilution of equity interest in Ensign Group

In 2022, the non-controlling interest shareholder increased its capital contribution in Ensign, decreasing the Group's ownership from 56.86% to 55.73%. The following summarises the effect of change in Group's ownership interest on the equity attributable to owners of the Company.

	2022 $m
Capital contribution from non-controlling interest shareholder	17.7
Net increase in non-controlling interests	(15.4)
Net increase in capital reserve attributable to owners of the Company	2.3

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

24 REVENUE

	Group	
	2023 $m	2022 $m
Disaggregation of revenue from contracts with customers		
Mobile revenue	**609.0**	564.4
Entertainment revenue	**228.0**	216.3
Broadband revenue	**248.7**	242.4
Enterprise Business revenue	**905.9**	865.5
Total service and contract revenue	**1,991.6**	1,888.6
Sales of equipment	**381.5**	438.7
	2,373.1	2,327.3

Transaction price allocated to the remaining performance obligations

The following table includes revenue expected to be recognised in the future related to performance obligations that have not been fulfilled at the reporting date:

Group	2024 $m	2025 $m	2026 $m	2027 $m	2028 onwards $m	Total $m
2023						
Mobile revenue	**89.1**	**27.1**	**1.3**	**0.1**	**0.5**	**118.1**
Entertainment revenue	**50.0**	**26.5**	**–**	**–**	**–**	**76.5**
Broadband revenue	**116.4**	**49.4**	**0.8**	**–**	**–**	**166.6**
Enterprise Business revenue	**284.0**	**121.2**	**47.1**	**29.5**	**150.2**	**632.0**
Total	**539.5**	**224.2**	**49.2**	**29.6**	**150.7**	**993.2**

Group	2023 $m	2024 $m	2025 $m	2026 $m	2027 onwards $m	Total $m
2022						
Mobile revenue	114.3	35.8	1.1	0.1	0.6	151.9
Entertainment revenue	35.1	10.1	–	–	–	45.2
Broadband revenue	123.5	40.5	0.3	–	–	164.3
Enterprise Business revenue	433.9	181.8	50.7	17.2	31.6	715.2
Total	706.8	268.2	52.1	17.3	32.2	1,076.6

Variable consideration that is constrained and therefore not included in the transaction price is excluded in the amounts presented above.

The Group applies the practical expedient in paragraph 121 of SFRS(I) 15 and does not disclose information about its remaining performance obligations if the performance obligations is part of a contract that has an original expected duration of one year or less. In addition, amounts that are not contractually committed are excluded.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

25 OPERATING EXPENSES

	Note	Group 2023 $m	2022 $m
Cost of equipment sold		**345.9**	401.1
Cost of services		**757.4**	709.5
Traffic expenses		**46.1**	43.9
Customer acquisition costs		**29.4**	36.2
Depreciation and amortisation	25.1	**241.1**	266.5
Loss allowances of:			
– Contract assets		**8.0**	9.0
– Trade receivables		**17.3**	10.6
Marketing and promotions		**26.5**	29.4
Staff costs	25.2	**373.9**	344.0
Repairs and maintenance		**119.8**	117.1
Short-term lease expenses		**9.2**	7.7
Other expenses	25.3	**174.6**	206.1
		2,149.2	2,181.1

25.1 Depreciation and amortisation

Depreciation and amortisation expenses comprise the following:

	Group 2023 $m	2022 $m
Depreciation of property, plant and equipment	**137.2**	158.3
Amortisation of intangible assets	**69.0**	71.7
Depreciation of right-of-use assets	**34.9**	36.5
	241.1	266.5

25.2 Staff costs

The following are included in staff costs:

	Group 2023 $m	2022 $m
Defined contribution plans	**32.2**	30.1
Share-based payments	**4.3**	4.7
Government grants	**–**	(1.1)

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

25 OPERATING EXPENSES (CONTINUED)

25.2 Staff costs (continued)

25.2.1 Key management personnel compensation

	Group	
	2023 $m	2022 $m
Directors' fees	**1.5**	1.7
Short-term employee benefits	**9.8**	10.5
Share-based payments	**2.5**	2.6
	13.8	14.8

Key management personnel also participate in the StarHub Performance Share Plans and the StarHub Restricted Stock Plans. The short-term benefits include the Group balanced scorecard incentive programme to reward employees for achieving or exceeding performance targets.

During the year, conditional awards of shares of 1,813,000 (2022: 1,648,000) shares under the StarHub Performance Share Plans and conditional awards of shares of 1,826,000 (2022: 1,433,000) shares under the StarHub Restricted Stock Plans were granted to the key management personnel of the Group during the year. These represent the number of shares to be delivered when performance targets at "on-target" level are achieved, or as the case may be when the time-based service conditions are completed.

During the year, awards of 484,000 (2022: 417,600) shares under the StarHub Restricted Stock Plans were vested and delivered to certain non-executive directors of the Group as part of their non-executive directors' remuneration, without performance or vesting conditions attached.

Based on the actual level of achievement of the pre-determined performance targets over the 2020 performance period, final awards comprising 224,892 (2022: 237,060) shares were delivered to key management personnel of the Group during the year under the 2020 conditional awards granted to the key management personnel of the Group in March 2020 pursuant to the StarHub Restricted Stock Plans.

Based on the actual level of achievement of the pre-determined performance targets over the 2021 performance period, final awards comprising 352,669 (2022: 315,756) shares were delivered to key management personnel of the Group during the year under the 2021 conditional awards granted to the key management personnel of the Group in March 2021 pursuant to the StarHub Restricted Stock Plans.

Based on the actual level of achievement of the pre-determined performance targets over the 2022 performance period, final awards comprising 412,669 (2022: 448,004) shares were delivered to key management personnel of the Group during the year under the 2022 conditional awards granted to the key management personnel of the Group in June 2022 pursuant to the StarHub Restricted Stock Plans.

All conditional share awards (except for the time-based restricted share awards) granted to the key management personnel of the Group were on the same terms and conditions as those offered to other employees of the Group. As at 31 December 2023, 4,487,111 (2022: 3,465,111) of the conditional awards of shares under the StarHub Performance Share Plans, and 2,817,661 (2022: 2,375,788) of the conditional awards of shares under the StarHub Restricted Stock Plans granted to the key management personnel were outstanding.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

25 OPERATING EXPENSES (CONTINUED)

25.2 Staff costs (continued)

25.2.2 Share-based Payments

StarHub Performance Share Plans

Under the StarHub PSP 2014 ("StarHub Performance Share Plans"), conditional awards of shares are granted. Awards represent the right of a participant to receive fully paid shares, their equivalent cash value or combinations thereof, free of charge, upon the participant achieving prescribed performance targets set based on medium-term corporate objectives. Awards are released once the Company's Organisation Development and Compensation Committee is satisfied that the prescribed performance targets have been achieved. There are no vesting periods beyond the performance achievement periods.

The movements of the number of shares under the StarHub Performance Share Plans, the fair values of the grant at measurement date and the assumptions of the fair value model for the grants of the Company are as follows:

Company	Balance outstanding at 1 January '000	Number of performance shares granted '000	Number of performance shares vested '000	Number of performance shares forfeited '000	Balance outstanding at 31 December '000
2023					
Date of grant					
28 December 2020	**433**	**–**	**(125)**	**(308)**	**–**
16 August 2021	**1,474**	**–**	**–**	**(178)**	**1,296**
10 June 2022	**1,558**	**–**	**–**	**(180)**	**1,378**
5 September 2023	**–**	**1,813**	**–**	**–**	**1,813**
Total	**3,465**	**1,813**	**(125)**	**(666)**	**4,487**
2022					
Date of grant					
1 October 2019	1,206	–	(603)	(603)	–
28 December 2020	522	–	–	(89)	433
16 August 2021	1,726	–	–	(252)	1,474
10 June 2022	–	1,648	–	(90)	1,558
Total	3,454	1,648	(603)	(1,034)	3,465

The fair value of the shares is estimated using a Monte-Carlo simulation methodology at the measurement dates, which are grant dates of the share awards. The assumptions under the model used for the grants in 2023 and 2022 are as follows:

	Year of grant 2023	2022
Fair value	**$0.75**	$0.95
Share price	**$1.04**	$1.25
Expected volatility of the Company's shares	**17.41%**	18.77%
Expected dividend yield	**5.76%**	4.81%
Risk-free interest rates	**3.36%**	2.49%

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

25 OPERATING EXPENSES (CONTINUED)

25.2 Staff costs (continued)

25.2.2 Share-based Payments (continued)

StarHub Restricted Stock Plans

Under the StarHub RSP Plan 2014 ("StarHub Restricted Stock Plans"), awards granted vest only after the satisfactory completion of time-based service conditions (time-based restricted awards) or where the award is performance-related after a further period of service beyond the performance targets completion date (performance-based restricted awards).

During the year, conditional grants of 4,475,400 (2022: 4,146,700) shares under the StarHub Restricted Stock Plans were made to key employees of the Group. These represent the number of shares to be delivered when performance targets at "on-target" level are achieved, or as the case may be when the time-based service conditions are completed.

The movements of the number of shares for key employees under the StarHub Restricted Stock Plans, the fair values of the grant at measurement date and the assumptions of the fair value model for the grants of the Company are as follows:

Date of grant	Balance outstanding at 1 January '000	Number of restricted shares granted '000	Number of restricted shares vested '000	Number of restricted shares forfeited '000	Balance outstanding at 31 December '000
2023					
26 March 2020	**606**	**–**	**(562)**	**(44)**	**–**
31 March 2021	**1,903**	**–**	**(943)**	**(211)**	**749**
10 June 2022	**3,990**	**–**	**(1,251)**	**(591)**	**2,148**
8 March 2023	**–**	**286**	**(95)**	**–**	**191**
5 September 2023	**–**	**4,189**	**–**	**(93)**	**4,096**
Total	**6,499**	**4,475**	**(2,851)**	**(939)**	**7,184**
2022					
3 July 2019	473	–	(473)	–	–
1 October 2019	168	–	(146)	(22)	–
26 March 2020	1,487	–	(779)	(102)	606
31 March 2021	3,252	–	(1,109)	(240)	1,903
10 June 2022	–	4,147	–	(157)	3,990
Total	5,380	4,147	(2,507)	(521)	6,499

The fair value of the share awards is estimated using a Monte-Carlo simulation methodology at the measurement dates, which are grant dates of the share awards.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

25 OPERATING EXPENSES (CONTINUED)

25.2 Staff costs (continued)

25.2.2 Share-based Payments (continued)

StarHub Restricted Stock Plans (continued)

The assumptions under the model used for the grants in 2023 and 2022 are as follows:

	Year of grant	
	2023	**2022**
Fair value	**$0.96 – $1.01**	$1.11 – $1.21
Share price	**$1.04**	$1.25
Expected volatility of the Company's shares	**17.41%**	18.77%
Expected dividend yield	**5.76%**	4.81%
Risk-free interest rates	**3.39% – 3.64%**	1.98% – 2.48%

25.3 Other expenses

Included in other expenses are the following:

	Group	
	2023 $m	**2022 $m**
Audit fees paid to:		
– Auditors of the Company	**0.8**	0.9
– Other firms affiliated with KPMG International Limited	**0.2**	0.2
– Other auditors of the Group	**0.5**	0.5
Non-audit fees paid to:		
– Auditors of the Company and other firms affiliated with KPMG International Limited[#]	**0.3**	0.4
– Other auditors of the Group	**2.2**	1.3
Foreign currency exchange loss, net	**0.3**	0.5

[#] Non-audit fees paid to auditors of the Company and other firms affiliated with KPMG International Limited include audit-related services of $0.1 million (2022: $0.1 million).

26 OTHER INCOME

	Group	
	2023 $m	**2022 $m**
Special project related income	**0.8**	0.9
Income related grants	**1.5**	7.4
Deferred grants accreted to the income statement	**0.2**	0.2
	2.5	8.5

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

27 NET FINANCE COSTS

	Group	
	2023 $m	2022 $m
Interest income:		
– Bank deposits	**14.8**	5.5
– Loan to an external party	**2.2**	2.7
Finance income	**17.0**	8.2
Interest expense:		
– Bank loans	**18.3**	17.5
– Medium term notes	**15.6**	20.3
Interest on borrowings	**33.9**	37.8
Interest on lease liabilities	**4.8**	5.1
Other financing charges	**2.3**	2.3
Finance expenses	**41.0**	45.2

28 NON-OPERATING INCOME/EXPENSE

	Note	Group	
		2023 $m	2022 $m
Income			
Fair value gain of forward liability to acquire non-controlling interest		**–**	22.5
Fair value gain on contingent consideration		**7.2**	8.5
Others		**–**	0.4
Non-operating income		**7.2**	31.4
Expenses			
Impairment loss of property, plant and equipment		**–**	38.5
Impairment loss of intangible assets		**–**	21.6
Impairment loss on remeasurement of disposal group	19	**16.6**	–
Non-operating expenses		**16.6**	60.1

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

29 TAXATION

	Group 2023 $m	2022 $m
Current tax		
Current income tax	**58.8**	36.0
Underprovision in prior year	**6.5**	1.4
	65.3	37.4
Deferred tax		
Reversal and origination of temporary differences	**(15.4)**	(13.6)
Recognition of previously unrecognised temporary differences	**1.3**	(1.6)
(Over)/Underprovision in prior year	**(0.4)**	1.1
	(14.5)	(14.1)
Total income tax in the income statement	**50.8**	23.3

A reconciliation between tax expense and the product of accounting profit multiplied by the applicable corporate tax rate for the years ended 31 December is as follows:

	Group 2023 $m	2022 $m
Profit before taxation	**196.6**	93.1
Income tax using Singapore tax rate of 17% (2022: 17%)	**33.4**	15.8
Income not subject to tax	**(2.3)**	(2.3)
Non-deductible expenses	**12.8**	11.8
Tax incentives	**(0.9)**	(1.8)
Effect of tax rates in foreign jurisdiction	**0.1**	(1.0)
Recognition of previously unrecognised temporary differences	**1.3**	(1.6)
Under provision in prior year, net	**6.1**	2.5
Others	**0.3**	(0.1)
Total income tax in the income statement	**50.8**	23.3

Income tax recognised in other comprehensive income for the years ended 31 December are as follows:

	Group 2023 $m	2022 $m
Cash flow hedge, before taxation	**2.6**	(4.5)
Taxation	**(0.5)**	0.8
Effective portion of changes in fair value of cash flow hedge	**2.1**	(3.7)

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

29 TAXATION (CONTINUED)

Global minimum top-up tax

The Group operates in Republic of Singapore, Malaysia, People's Republic of China, Thailand, Netherlands and United States, which some have enacted new legislation to implement the global minimum top-up tax.

The Group is in the process of assessing the exposure to the Pillar Two income taxes arising from the legislation. Based on Group's preliminary assessment, the average effective tax rates calculated based on the accounting tax expense and the accounting profits in all countries exceed 15%. Despite the higher accounting average effective tax rates, the Group acknowledges that these entities may still be exposed to Pillar Two income taxes. Due to the complex nature of the legislation and the calculations including the determination of the adjustments required under the Pillar Two legislation, the Group assessed that the quantitative impact of the potential top-up tax arising from the enacted/substantively enacted legislation is not yet reasonably estimable. The Group continues to assess the impact of the Pillar Two legislation on its financials.

30 EARNINGS PER SHARE (EPS)

Basic EPS is calculated by dividing the adjusted profit or loss attributable to ordinary shareholders of the Company by the weighted average number of ordinary shares outstanding (excluding treasury shares) during the year. Diluted EPS is determined by adjusting the profit or loss attributable to ordinary shareholders and the weighted average number of ordinary shares outstanding (excluding treasury shares), for the effects of all dilutive potential ordinary shares, which comprise share options granted to employees under the StarHub share plans.

	Group	
	2023 $m	2022 $m
Profit attributable to owners of the Company	**149.6**	62.2
Less: Perpetual capital securities distribution	**(7.9)**	(7.9)
Adjusted profit attributable to owners of the Company	**141.7**	54.3

	Number of shares	
	2023 '000	2022 '000
Weighted average number of ordinary shares (basic) during the year[#]	**1,724,640**	1,730,468
Adjustment for dilutive effect of share plans	**8,515**	8,384
Weighted average number of ordinary shares (diluted) during the year	**1,733,155**	1,738,852

[#] *Excludes treasury shares.*

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

31 EARNINGS BEFORE INTEREST, TAXATION, DEPRECIATION AND AMORTISATION

The earnings before interest, taxation, depreciation and amortisation ("EBITDA") is a supplementary indicator of performance used by the Group. The measurement of EBITDA is not governed by SFRS(I).

The Group defines EBITDA as follows:

	Group	
	2023 $m	2022 $m
Profit before taxation	**196.6**	93.1
Adjustments for:		
Depreciation and amortisation	**241.1**	262.3*
Finance income	**(17.0)**	(8.2)
Finance expense	**41.0**	45.2
Non-operating income	**(7.2)**	(31.4)
Non-operating expense	**16.6**	60.1
Share of results of associate (net of tax)	**(1.0)**	(0.6)
Share of results of joint venture (net of tax)	**(2.6)**	(3.5)
EBITDA	**467.5**	417.0

* *Excludes $4.2 million of depreciation of certain assets.*

32 RELATED PARTY TRANSACTIONS

The Company has entered into contractual agreements on behalf of its subsidiaries, and recharges its subsidiaries based on terms agreed between the parties involved.

In the normal course of business, the Group purchases and sells info-communications services to related companies. The related party transactions are carried out on terms negotiated between the parties which are intended to reflect competitive terms.

Other than disclosed above and elsewhere in the financial statements, significant transactions of the Group with related parties during the financial year were as follows:

	Group	
	2023 $m	2022 $m
Ultimate holding company		
Sales	**–**	0.1
Associate		
Other income	**–**	0.3
Leases of premises	**2.8**	2.8
Purchase of services	**5.2**	13.9
Related corporations		
Sales	**47.3**	58.8
Purchase of property, plant and equipment	**7.1**	2.2
Leases of infrastructure and equipment	**0.7**	3.1
Purchase of services	**46.1**	18.0
Purchase of inventories	**1.3**	1.2

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

33 DIVIDENDS

	Group and Company 2023 $m	2022 $m
Paid by the Company to owners of the Company		
Final dividend of $0.025 (2022: $0.039) per share (1-tier tax exempt) paid in respect of the previous financial year	**43.2**	67.5
Interim dividends of $0.025 (2022: $0.025) per share (1-tier tax exempt) paid in respect of the current financial year	**43.2**	43.3
	86.4	110.8
Paid by a subsidiary to NCI		
Interim dividends of $3.262 (2022: $2.504) per share (1-tier tax exempt) paid in respect of the current financial year	**7.1**	5.4
	7.1	5.4

34 SEGMENT REPORTING

Segment information is presented based on the information reviewed by the chief operating decision makers ("CODM") for performance assessment and resource allocation. The CODM assesses the Group's financial performance using performance indicators which include revenue, EBITDA (see Note 31), capital expenditure and cash flow of the Group.

The Group has two reportable segments, which are Telecommunications and Cybersecurity segments.

(i) Telecommunications segment comprises the Group's Mobile, Entertainment, Broadband, Enterprise Business and equipment sales on a fully integrated network that has a centralised customer service, sales, marketing and administration support. In addition, it includes Regional ICT, MyRepublic Broadband and JOS entities as the CODM determined that they exhibit similar economic characteristics to the Telecommunications segment. In making this judgement, the CODM has considered the enterprise digital services and products offering and the customer base.

(ii) Cybersecurity segment was formed by aggregating with high security assurance product segment, which was determined by the CODM to exhibit similar economic characteristics. The principal activities of this segment, include provision of systems integration activities and supply of high security assurance products and technology.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

34 SEGMENT REPORTING (CONTINUED)

The Group operates primarily in Singapore and has a large and diversified customer base consisting of individuals and corporations. There was no single customer that contributed to 10% or more of the Group's revenue.

The Group's reportable segment information is as follows:

	Telecommunications 2023 $m	Cybersecurity 2023 $m	Elimination of intersegment transactions 2023 $m	Group 2023 $m
Mobile revenue	609.3	–	(0.3)	609.0
Entertainment revenue	228.0	–	–	228.0
Broadband revenue	248.7	–	–	248.7
Enterprise Business revenue	555.5	352.1	(1.7)	905.9
Sales of equipment	381.5	–	–	381.5
Total revenue	2,023.0	352.1	(2.0)	2,373.1
EBITDA	465.8	1.7	–	467.5
Depreciation and amortisation	(224.3)	(16.8)	–	(241.1)
Finance income	15.1	1.9	–	17.0
Finance expense	(39.6)	(1.4)	–	(41.0)
Non-operating income	7.2	–	–	7.2
Non-operating expenses	–	(16.6)	–	(16.6)
Share of profit of associate (net of tax)	1.0	–	–	1.0
Share of profit of joint venture (net of tax)	2.6	–	–	2.6
Profit before taxation	227.8	(31.2)	–	196.6
Taxation	(49.3)	(1.5)	–	(50.8)
Profit/(Loss) for the year	178.5	(32.7)	–	145.8
Assets and liabilities				
Segment assets	2,481.5	512.3	(5.7)	2,988.1
Equity-accounted investees	47.0	–	–	47.0
Total assets	2,528.5	512.3	(5.7)	3,035.1
Segment liabilities	990.3	205.6	(5.7)	1,190.2
Borrowings	1,139.4	–	–	1,139.4
Total liabilities	2,129.7	205.6	(5.7)	2,329.6
Other information				
Capital expenditure*	163.1	5.3	–	168.4

* *Segment capital expenditure is the total costs incurred during the year to acquire property, plant and equipment and intangible assets.*

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

34 SEGMENT REPORTING (CONTINUED)

	Telecommunications 2022 $m	Cybersecurity 2022 $m	Elimination of intersegment transactions 2022 $m	Group 2022 $m
Mobile revenue	564.9	–	(0.5)	564.4
Entertainment revenue	216.3	–	–	216.3
Broadband revenue	242.4	–	–	242.4
Enterprise Business revenue	564.5	303.3	(2.3)	865.5
Sales of equipment	438.7	–	–	438.7
Total revenue	2,026.8	303.3	(2.8)	2,327.3
EBITDA	386.2	30.8	–	417.0
Depreciation and amortisation	(245.6)	(16.7)	–	(262.3)
Finance income	8.2	–	–	8.2
Finance expense	(43.5)	(1.7)	–	(45.2)
Non-operating income	31.4	–	–	31.4
Non-operating expenses	(60.1)	–	–	(60.1)
Share of profit of associate (net of tax)	0.6	–	–	0.6
Share of profit of joint venture (net of tax)	3.5	–	–	3.5
Profit before taxation	80.7	12.4	–	93.1
Taxation	(20.8)	(2.5)	–	(23.3)
Profit for the year	59.9	9.9	–	69.8
Assets and liabilities				
Segment assets	2,593.7	498.7	(1.8)	3,090.6
Equity-accounted investees	43.3	–	–	43.3
Total assets	2,637.0	498.7	(1.8)	3,133.9
Segment liabilities	1,122.1	179.6	(1.8)	1,299.9
Borrowings	1,150.2	–	–	1,150.2
Total liabilities	2,272.3	179.6	(1.8)	2,450.1
Other information				
Capital expenditure*	157.7	3.8	–	161.5

* *Segment capital expenditure is the total costs incurred during the year to acquire property, plant and equipment and intangible assets.*

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

35 BUSINESS COMBINATIONS

35.1 JOS (SG) Pte. Ltd. and JOS (Malaysia) Sdn. Bhd. ("JOS Entities")

In the prior year, the Group completed the acquisitions of 60% equity interest in JOS (SG) Pte. Ltd. ("JOS SG") and JOS (Malaysia) Sdn. Bhd. ("JOS MY"), collectively known as "JOS Entities", for a total consideration of $12.9 million.

The business of JOS Entities is the provision of end-user computing, IT maintenance and infrastructure support services. The acquisition will allow the Group to strengthen the Group's Information and Communication Technology ("ICT") capabilities, enterprise solution offerings and customer footprint across Singapore and Malaysia.

Since the acquisition date to 31 December 2022, JOS Entities contributed revenue of $119.5 million and profit after tax of $2.7 million to the Group's results. If the acquisition had occurred on 1 January 2022, management estimated that the Group's consolidated revenue and consolidated profit for the year would not be materially different. In determining these amounts, management assumed that the fair value adjustments that arose on the date of acquisition would have been the same if the acquisition had occurred on 1 January 2022.

Acquisition-related costs

In 2022, the Group incurred acquisition-related costs of $0.1 million on legal fees and due diligence costs. These costs have been included in other expenses.

Identifiable assets acquired and liabilities assumed

The following table summarises the recognised amounts of assets acquired and liabilities assumed at the date of acquisition:

	2022 $m
Property, plant and equipment	0.8
Brand, customer relationships and other intangible asset	7.2
Right-of-use assets	6.8
Other net assets	10.5
Provision for taxation	(0.2)
Lease liabilities	(8.3)
Deferred tax liabilities	(1.5)
Total identifiable net assets	15.3

Measurement of fair values

The valuation techniques used for measuring the fair value of material assets acquired were as follows:

Assets acquired	Valuation techniques
Intangible assets (Brands)	*Relief from royalty method*: The relief from royalty method estimates the value of an intangible asset by calculating the fair value of the registered trademarks in their respective territories.
Intangible assets (Customer relationships)	*Multi-period excess earnings method*: The multi-period excess earnings method estimates the value of an intangible asset as the present value of the excess cash flows attributable to the intangible asset.

Trade receivables comprise gross contractual amounts due of $12.8 million, of which $0.5 million was expected to be uncollectible at the date of acquisition.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

35 BUSINESS COMBINATIONS (CONTINUED)

35.1 JOS (SG) Pte. Ltd. and JOS (Malaysia) Sdn. Bhd. ("JOS Entities") (continued)

Goodwill

Goodwill arising from the acquisitions have been recognised as follows:

	2022 $m
Total purchase consideration	12.9
NCI, based on their proportionate interest in the recognised amounts of the assets and liabilities of the acquiree	6.1
Fair value of identifiable net assets	(15.3)
Goodwill	3.7

The goodwill is attributable mainly to synergies expected to be achieved from integrating the subsidiaries into the Group's existing operations. None of the goodwill recognised is expected to be deductible for tax purposes.

35.2 MyRepublic Broadband Pte. Ltd. ("MR Broadband")

In the prior year, the Group completed the acquisition of 50.1% equity interest in MR Broadband, which provides broadband services in Singapore for residential and enterprise customers, for a total consideration of $117.8 million. This acquisition will consolidate and strengthen the Group's position in the Singapore broadband market to steer long-term business growth. Consideration for the acquisition of MR Broadband comprised an initial consideration of $71.6 million and contingent consideration estimated at present value of $46.2 million.

Since the acquisition date to 31 December 2022, MR Broadband contributed revenue of $53.0 million and profit after tax of $7.0 million to the Group's results. If the acquisition had occurred on 1 January 2022, management estimated that the Group's consolidated revenue would have increased by $16.9 million, and consolidated profit for the year increased by $4.0 million. In determining these amounts, management assumed that the fair value adjustments, that arose on the date of acquisition would have been the same if the acquisition had occurred on 1 January 2022.

Consideration transferred

The following table summarises the acquisition date fair value of each major class of consideration transferred:

	2022 $m
Total purchase consideration	117.8
Less: Contingent consideration	(46.2)
Less: Cash and cash equivalents in subsidiary acquired	(1.9)
Less: Net settlement of loans to MR HoldCo (Note 13)	(30.8)
Net cash outflow on acquisition	38.9

Contingent consideration

The contingent consideration to be paid is derived on a formula that is dependent on the future results of MR Broadband and is capped at a maximum of $92.0 million. The Group has included $46.2 million as contingent consideration related to the additional consideration, which represents its fair value at the date of acquisition, using a risk-adjusted discount rate of 2.6%.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

35 BUSINESS COMBINATIONS (CONTINUED)

35.2 MyRepublic Broadband Pte. Ltd. ("MR Broadband") (continued)

Acquisition-related costs

The Group incurred acquisition-related costs of $0.4 million on legal fees and due diligence costs. These costs have been included in other expenses.

Identifiable assets acquired and liabilities assumed

The following table summarises the recognised amounts of assets acquired and liabilities assumed at the date of acquisition:

	2022 $m
Property, plant and equipment	7.0
Brand and customer base	56.6
Right-of-use assets	1.2
Other net liabilities	(9.8)
Cash and cash equivalents	1.9
Lease liabilities	(1.3)
Deferred tax liabilities	(9.6)
Total identifiable net assets	46.0

Measurement of fair values

The valuation techniques used for measuring the fair value of material assets acquired were as follows:

Assets acquired	Valuation techniques
Intangible assets (Brands)	*Relief from royalty method*: The relief from royalty method estimates the value of an intangible asset by calculating the fair value of the Right of Use of the Brand, incorporating the key parameters such as estimated royalty rate and the useful life of the right of use of brands.
Intangible assets (Customer base)	*Multi-period excess earnings method*: The multi-period excess earnings method estimates the value of an intangible asset as the present value of the excess cash flows attributable to the intangible asset.

Trade receivables comprise gross contractual amounts due of $1.5 million, of which $0.3 million was expected to be uncollectible at the date of acquisition.

Goodwill

Goodwill arising from the acquisition had been recognised as follows:

	2022 $m
Total purchase consideration	117.8
NCI, based on their proportionate interest in the recognised amounts of the assets and liabilities of the acquiree	23.0
Fair value of identifiable net assets	(46.0)
Goodwill	94.8

The goodwill is attributable mainly to synergies expected to be achieved from integrating the subsidiary into the Group's existing operations. None of the goodwill recognised is expected to be deductible for tax purposes.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT

Overview

Exposure to credit, liquidity, interest risk, foreign exchange and market risks arises in the normal course of the Group's business.

This note presents information about the Group's exposure to each of the above risks, the Group's objectives, policies and processes for measuring and managing risk.

Risk management framework

The Board of Directors has overall responsibility for the establishment and oversight of the Group's risk management framework. The Board has established the Risk and Sustainability Committee, which in turn is assisted by the Management Risk Committee, which is responsible for developing and monitoring the Group's risk management policies. The Management Risk Committee reports to the Risk and Sustainability Committee on a regular basis. The Risk and Sustainability Committee reports to the Board of Directors on its activities.

The Group's risk management policies are established to identify and analyse the risks faced by the Group from both an operational and execution basis. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities. The Group, through its training and management standards and procedures, aims to promote a culture of risk management which entails awareness, accountability and ownership in all employees.

Derivative financial instruments are used to reduce exposure to fluctuations in foreign exchange rates, where appropriate. While these are subject to the risk of market rates changing subsequent to acquisition, such changes are generally offset by opposite effects on the items being hedged.

Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations and arises principally from the Group's receivables from customers.

Management has a credit policy in place and the exposure to credit risk is monitored on an ongoing basis. Periodic review of credit policy and counterparty credit limits are also practised.

The Group has no significant concentration of credit risk from trade receivables due to its large diversified customer base. Credit evaluations are performed on corporate customers requiring credit. Identification documents are obtained from retail customers. Deposits are obtained for certain categories of higher risk customers.

Counterparty risk arising from cash and cash equivalents and treasury transactions is managed by dealing mainly with high credit quality counterparties, which have a minimum rating of A/A1 based on Standard & Poor or Moody's ratings.

The maximum credit risk exposure is represented by the carrying value of each financial asset in the statement of financial position less collaterals held. Collaterals in the form of cash or bank guarantees are obtained from counterparties where appropriate.

Liquidity risk

Liquidity risk is the risk that the Group and Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Liquidity risk (continued)

The Group and Company actively monitors its liquidity risk and manages its operating cash flows, debt maturity profile, availability of funding, and reviews compliance with loan covenants. The Group and Company maintain sufficient level of cash and cash equivalents, expects to generate sufficient cash flows from its operation, and has available funding through diverse sources of committed and uncommitted credit facilities from banks and the capital market through its multicurrency debt issuance programme to ensure that there are adequate credit facilities which may be utilised when the need arises to meet its working capital requirements.

Management assessed that with these available facilities and positive cash flows from the Group's operations, the Group and Company will be able to pay its liabilities as and when they are due.

The following are the remaining contractual undiscounted cash outflows (including interest payments) of financial liabilities:

		Contractual cash flows			
	Carrying amount $m	Total $m	Within 1 year $m	After 1 year but within 5 years $m	After 5 years $m
Group					
2023					
Non-derivative financial liabilities					
Borrowings	1,139.4	(1,746.5)	(51.4)	(1,482.7)	(212.4)
Trade and other payables^	618.2	(668.0)	(652.5)	(12.0)	(3.5)
Amounts due to related parties	34.4	(34.4)	(34.4)	–	–
Lease liabilities	104.5	(131.3)	(33.1)	(45.1)	(53.1)
	1,896.5	(2,580.2)	(771.4)	(1,539.8)	(269.0)
Derivative financial liabilities					
Forward exchange contracts used for hedging	2.0				
– Outflow		(96.6)	(96.6)	–	–
– Inflow		94.6	94.6	–	–
Energy contract	0.2				
– Outflow		(2.1)	–	(0.1)	(2.0)
– Inflow		0.3	0.2	0.1	–
	2.2	(3.8)	(1.8)	–	(2.0)
2022					
Non-derivative financial liabilities					
Borrowings	1,150.2	(1,257.4)	(157.6)	(882.4)	(217.4)
Trade and other payables^	742.9	(746.9)	(728.8)	(14.6)	(3.5)
Amounts due to related parties	42.3	(42.3)	(42.3)	–	–
Lease liabilities	118.7	(156.0)	(37.9)	(56.0)	(62.1)
	2,054.1	(2,202.6)	(966.6)	(953.0)	(283.0)
Derivative financial liabilities					
Forward exchange contracts used for hedging	4.6				
– Outflow		(143.8)	(143.8)	–	–
– Inflow		139.2	139.2	–	–
	4.6	(4.6)	(4.6)	–	–

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Liquidity risk (continued)

	Carrying amount $m	Contractual cash flows			
		Total $m	Within 1 year $m	After 1 year but within 5 years $m	After 5 years $m
Company					
2023					
Non-derivative financial liabilities					
Borrowings	**1,054.1**	**(1,661.0)**	**(40.1)**	**(1,408.5)**	**(212.4)**
Trade and other payables^	**226.5**	**(226.5)**	**(226.5)**	**–**	**–**
Amounts due to related parties	**640.2**	**(640.2)**	**(640.2)**	**–**	**–**
Lease liabilities	**73.3**	**(73.3)**	**(16.5)**	**(13.2)**	**(43.6)**
	1,994.1	**(2,601.0)**	**(923.3)**	**(1,421.7)**	**(256.0)**
Derivative financial liabilities					
Forward exchange contracts	**2.0**				
– Outflow		**(96.6)**	**(96.6)**	**–**	**–**
– Inflow		**94.6**	**94.6**	**–**	**–**
Energy contract	**0.2**				
– Outflow		**(2.1)**	**–**	**(0.1)**	**(2.0)**
– Inflow		**0.3**	**0.2**	**0.1**	**–**
	2.2	**(3.8)**	**(1.8)**	**–**	**(2.0)**
2022					
Non-derivative financial liabilities					
Borrowings	1,054.9	(1,161.7)	(141.0)	(803.3)	(217.4)
Trade and other payables^	309.1	(309.1)	(309.1)	–	–
Amounts due to related parties	394.5	(394.5)	(394.5)	–	–
Lease liabilities	82.0	(101.9)	(19.9)	(35.6)	(46.4)
	1,840.5	(1,967.2)	(864.5)	(838.9)	(263.8)
Derivative financial liabilities					
Forward exchange contracts	4.4				
– Outflow		(154.6)	(154.6)	–	–
– Inflow		150.2	150.2	–	–
	4.4	(4.4)	(4.4)	–	–

^ *The carrying amount of trade and other payables disclosed in the table excludes deferred income, forward exchange contracts, net GST payable and employee benefits.*

The maturity analysis shows the contractual undiscounted cash flows of the Group and the Company's derivative financial instruments on the basis of their earliest possible contractual maturity. The cash inflows/(outflows) disclosed relate to those instruments held for risk management purposes and which are usually not closed out prior to contractual maturity. In addition to the above, the interest payments on the Group's sustainability-linked loan takes into consideration the Group's expectation of its ability to meet the sustainability-linked performance targets, and may change if the Group expects that it can no longer meet this target.

It is not expected that the cash flows included in the maturity analysis above could occur significantly earlier, or at significantly different amounts.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk

Market risk is the risk that changes in market prices, such as interest rates and foreign exchange rates will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

The Group's exposure to equity price is not significant.

The Group buys and sells derivatives, and also incurs financial liabilities, in order to manage market risks. Generally, the Group seeks to apply hedge accounting in order to manage volatility in profit or loss.

(i) Interest rate risk

The Group's exposure to market risk for changes in interest rates relates primarily to the Group's debt obligations. The Group adopts a policy of ensuring that at least 50 percent of its exposure to changes in interest rates on long-term borrowings is on a fixed rate basis.

Exposure to interest rate risk

At the reporting date, the interest rate profile of interest-bearing financial instruments, as reported to management, was as follows:

	Group Nominal amount		Company Nominal amount	
	2023 $m	2022 $m	2023 $m	2022 $m
Fixed rate instruments				
Fixed deposits	**293.1**	325.2	**288.5**	318.1
Borrowings	**1,008.2**	1,137.8	**934.1**	1,054.9
Variable rate instrument				
Borrowings	**131.2**	12.4	**120.0**	–
Amount due to subsidiaries	**–**	–	**227.2**	183.9

(ii) Foreign currency risk

The Group is exposed to transactional foreign currency risk to the extent that there is a mismatch between the currencies in which sales, purchases, receivables and borrowings, that are denominated in a currency other than the respective functional currencies of the Group entities. The currency giving rise to this risk is primarily the United States Dollar ("USD").

In respect of other monetary liabilities held in foreign currencies, the Group ensures that the net exposure is kept to an acceptable level by buying foreign currencies at spot rates where necessary to address any shortfalls.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(ii) Foreign currency risk (continued)

The Group's and the Company's exposures to United States Dollar is as follows:

	Group		Company	
	2023 $m	2023 $m	2022 $m	2022 $m
Contract assets	**1.4**	**0.1**	–	0.1
Trade and other receivables	**34.2**	**22.2**	3.3	2.8
Cash and cash equivalents	**34.6**	**63.2**	26.7	38.2
Trade and other payables	**(78.1)**	**(58.7)**	(70.3)	(56.2)
	(7.9)	**26.8**	(40.3)	(15.1)

For operations with significant expenditure denominated in foreign currencies, forward exchange contracts are entered into to hedge the foreign currency risk exposure on committed payment obligations. At 31 December 2023, the Group and Company have outstanding forward exchange contracts with notional principal amounts of approximately $109.6 million (2022: Group: $157.2 million; Company: $154.6 million). Certain forward exchange contracts are entered into by the Company on behalf of a subsidiary.

Sensitivity analysis

The Group and Company had assessed that a reasonable change in the exchange rate would not result in a material impact on the Group's and Company's results.

(iii) Hedge accounting

Cash flow hedges

The Group held the following instruments to hedge exposures to changes in foreign currency and electricity prices.

	Maturity	
	< 1 year	> 1 year
2023		
Forward exchange contracts		
Net exposure (in millions of SGD)	**1.8**	**–**
Average SGD: USD forward contract rate	**1.3085 – 1.3531**	**–**
Energy contract		
Net exposure (in millions of SGD)	**–**	**0.2**
Average energy price (SGD/MWh)	**–**	**$181.95**
2022		
Forward exchange contracts		
Net exposure (in millions of SGD)	4.6	–
Average SGD: USD forward contract rate	1.3438 – 1.3860	–

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(iii) Hedge accounting (continued)

Cash flow hedges (continued)

The amounts at the reporting date relating to items designated as hedged items are as follows:

Group	Change in value used for calculating hedge ineffective hedge ineffectiveness $m	Cash flow hedge reserve $m	Balances remaining in the cash flow hedge reserve from hedging relationships for which hedge accounting is no longer applied $m
2023			
Foreign currency risk			
Trade and other payables	–	(1.8)	–
Commodity price risk			
Electricity cost	–	(0.2)	–
2022			
Foreign currency risk			
Other receivables	–	(4.6)	–
Commodity price risk			
Electricity cost	–	–	–

The amounts relating to items designated as hedging instruments are as follows:

	2023				During the year – 2023
Group	Nominal amount $m	Carrying amount – assets $m	Carrying amount – liabilities $m	Line item in the statement of financial position where the hedging instrument is included $m	Changes in the value of the hedging instrument recognised in OCI $m
Foreign currency risk					
Forward exchange contracts	109.6	–	(1.8)	Trade and other payables	(1.8)
Commodity price risk					
Energy contract	(1.0)	–	(0.2)	Trade and other payables	(0.2)

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(iii) Hedge accounting (continued)

Cash flow hedges (continued)

	2022				During the year – 2022
Group	Nominal amount $m	Carrying amount – assets $m	Carrying amount – liabilities $m	Line item in the statement of financial position where the hedging instrument is included $m	Changes in the value of the hedging instrument recognised in OCI $m
Foreign currency risk					
Forward exchange contracts	157.2	–	(4.6)	Trade and other payables	(4.7)

Master netting or similar agreements

The Group enters into derivative transactions under International Swaps and Derivatives Association ("ISDA") master netting agreements. In general, under such agreements the amounts owed by each counterparty on a single day in respect of all transactions outstanding in the same currency are aggregated into a single net amount that is payable by one party to the other. In certain circumstances – e.g. when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is payable in settlement of all transactions.

The above ISDA agreements do not meet the criteria for offsetting in the statement of financial position. This is because they create a right of set-off of recognised amounts that is enforceable only following an event of default, insolvency or bankruptcy of the Group or the counterparties. In addition, the Group and its counterparties do not intend to settle on a net basis or to realise the assets and settle the liabilities simultaneously.

The Group enters into forward exchange contracts to hedge the foreign currency risk on committed payment obligations.

The Group designates the spot element of forward foreign exchange contracts to hedge its currency risk and applies a hedge ratio of 1:1. Most of these contracts have a maturity of less than one year from the reporting date. The Group's policy is for the critical terms of the forward exchange contracts to align with the hedged item.

At the reporting date, there were no financial instruments which meet the criteria for offsetting in the statement of financial position.

In 2022, the Group entered into a virtual power purchase agreement ("VPPA") and accounted for it as a derivative measured at fair value with effective changes recognised in other comprehensive income under management's elected cash flow hedging model and applies a hedge ratio of 1:1.

The Group determines the existence of an economic relationship between the hedging instrument and hedged item based on the market price and timing of its respective cash flow. No significant sources of ineffectiveness are identified in this hedge as at 31 December 2023.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(iii) Hedge accounting (continued)

Accounting classification of financial instruments

The carrying amounts of financial instruments are as follows.

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Financial assets at amortised cost				
Cash and cash equivalents	**502.2**	573.6	**375.8**	405.6
Trade receivables	**278.3**	242.8	**186.2**	159.7
Other receivables#	**104.8**	105.6	**9.9**	4.0
Amounts due from related parties	**19.2**	17.8	**190.9**	161.0
	904.5	939.8	**762.8**	730.3
Financial assets at fair value				
Forward exchange contracts used for hedging (derivative asset)	**0.1**	–	**0.1**	–
Financial assets at FVOCI				
Quoted equity security	**3.5**	5.1	**3.5**	5.1
Financial liabilities at amortised cost				
Trade and other payables^	**(604.9)**	(683.9)	**(226.5)**	(309.1)
Amounts due to related parties	**(34.4)**	(42.3)	**(640.2)**	(394.5)
Borrowings	**(1,139.4)**	(1,150.2)	**(1,054.1)**	(1,054.9)
Lease liabilities	**(104.5)**	(118.7)	**(73.3)**	(82.0)
	(1,883.2)	(1,995.1)	**(1,994.1)**	(1,840.5)

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Financial liabilities at fair value				
Forward liability to acquire non-controlling interests	**(13.3)**	(12.8)	**–**	–
Contingent consideration	**–**	(46.2)	**–**	–
Forward exchange contracts used for hedging (derivative liability)	**(2.0)**	(4.6)	**(2.0)**	(4.4)
Energy contract used for hedging (derivative liability)	**(0.2)**	–	**(0.2)**	–
	(15.5)	(63.6)	**(2.2)**	(4.4)

Excludes prepayments, grant receivables and forward exchange contracts.

^ *Excludes deferred income, forward exchange contracts, forward liability to acquire non-controlling interests, contingent consideration, net GST payable and employee benefits.*

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Accounting classification of financial instruments (continued)

Measurement of fair values

The following summarises the significant methods and assumptions used in estimating the fair values of financial instruments of the Group and Company:

Derivatives

The Group assessed whether VPPA, the derivative designated as the hedging instrument in the hedging relationship, is expected to be effective in offsetting changes in cashflows of the hedged item using the hypothetical derivative method. Valuation of VPPA includes unobservable inputs such as forecasted energy prices and forecasted energy output to be generated from the facility.

Marked-to-market valuations of the forward exchange contracts are provided by the banks. Those quotes are tested using pricing models or discounted cash flow techniques.

Where discounted cash flow techniques are used, estimated future cash flows are based on management's best estimates and the discount rate is a market related rate for a similar instrument at the reporting date. Where other pricing models are used, inputs are based on market related data at the reporting date.

Borrowings

The fair values of fixed interest bearing borrowings which reprice within one year of reporting date were assumed to equate the carrying value. All other fixed interest bearing borrowings are calculated using discounted cash flow models based on the present value of future principal and interest cash flows, discounted at the market rate at the reporting date.

Other financial assets and liabilities

The carrying amounts of financial assets and liabilities with maturity of less than one year (including trade and other receivables, cash and cash equivalents, and trade and other payables) are assumed to approximate their fair values.

The fair values of non-current other financial assets and financial liabilities are calculated using the discounted cash flow model based on the present value of expected cashflow at the market rates at the reporting date. The carrying amounts approximate their fair values.

Fair value hierarchy

The table below analyses financial instruments carried at fair value, by valuation method. The different levels have been defined as follows:

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Fair value hierarchy (continued)

The following table represents the assets and liabilities measured at fair value, using the above valuation methods, at reporting date:

	Fair value level	2023 $m	2022 $m
Group			
Financial assets			
Other investment	1	**3.5**	5.1
Marked-to-market financial instrument			
– Forward exchange contracts	2	**0.1**	–
Financial liabilities			
Marked-to-market financial instrument			
– Forward exchange contracts	2	**2.0**	4.6
– Energy contract	3	**0.2**	–
Forward liability to acquire non-controlling interests	3	**13.3**	12.8
Contingent consideration	3	**–**	46.2
Company			
Financial assets			
Other investment	1	**3.5**	5.1
Marked-to-market financial instrument			
– Forward exchange contracts	2	**0.1**	–
Financial liabilities			
Marked-to-market financial instrument			
– Forward exchange contracts	2	**2.0**	4.4
– Energy contract	3	**0.2**	–

There were no transfers between levels 1 and 2 in 2023 and 2022.

The following shows the Group's valuation technique used in measuring the fair value of forward liability, as well as the significant unobservable inputs used.

	Valuation technique	Significant unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Forward liability	*Discounted cash flow:* The valuation model considers the present value of the net cash flows expected to be generated from the subsidiary discounted using WACC.	• Terminal growth rates 0% (2022: 0%) • Pre-tax discount rates 14.4% (2022: 16.4%)	The estimated fair value would change increase (decrease) if: • there is an increase (decrease) in terminal growth rates; or • there is a decrease (increase) in discount rates.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

36 FINANCIAL RISK MANAGEMENT (CONTINUED)

Fair value hierarchy (continued)

The following table presents the reconciliation from the opening balances to the ending balances for fair values based on unobservable inputs (Level 3):

	Group				
	Forward liability to acquire non-controlling interests 2023 $m	Forward liability to acquire non-controlling interests 2022 $m	Energy contract 2023 $m	Contingent consideration 2023 $m	Contingent consideration 2022 $m
At 1 January	**12.8**	37.3	**–**	**46.2**	39.0
Arising from business combination	**–**	–	**–**	**–**	46.2
Total fair value changes recognised in income statement	**–**	(23.1)	**–**	**(7.2)**	(8.5)
Total realised loss/(gain) recognised in income statement	**–**	–	**–**	**0.6**	(0.5)
Total fair value changes recognised in other comprehensive income	**–**	–	**0.2**	**–**	–
Settlements during the year	**–**	–	**–**	**(39.6)**	(30.9)
Translation differences	**0.5**	(1.4)	**–**	**–**	0.9
At 31 December	**13.3**	12.8	**0.2**	**–**	46.2

The fair value of the energy contract is estimated based on the present value of all future expected cash to be paid/received at every settlement date till the end of the contract discounted using the credit risk adjusted risk-free discount rate.

In 2022, apart from contingent consideration which arose from MR Broadband acquisition that will change by $6.5 million from a 5% movement in future results, changes in other significant unobservable inputs used to reasonably estimate possible alternative assumptions would have no significant impact on the fair value of the contingent consideration.

37 CAPITAL MANAGEMENT

The Group regularly reviews its financial position, capital structure and use of capital, with the objective of achieving long-term capital efficiency, optimum shareholders' total returns, including the level of dividends, and appropriate strategic positioning.

From time to time, the Group may purchase its own shares on the market; the timing of these purchases depends on market prices. Such share purchases are intended to be used for issuing shares under the StarHub Performance Share Plan and StarHub Restricted Stock Plan programmes. Other than for such specific purposes, the Group does not have a defined share buy-back plan.

The Group manages the use of capital centrally and all borrowings to fund the operations of the subsidiaries are managed by the Company. The capital employed by the Company consists of equity attributable to shareholders, bank borrowings from financial institutions and medium term notes issued. There were no changes in the Group's approach to capital management during the year. The Group is not subject to any externally imposed capital requirement.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2023

38 COMMITMENTS

	Group		Company	
	2023 $m	2022 $m	2023 $m	2022 $m
Contracted and not provided for in the financial statements:				
– Capital expenditures	**497.6**	430.0	**150.0**	80.8
– Other operating expenditures	**22.4**	26.8	**–**	–
	520.0	456.8	**150.0**	80.8

As at 31 December 2023, the Group has capital expenditure and other financial commitments with related companies amounting to $16.1 million (2022: $9.0 million), which has been included above.

39 SUBSEQUENT EVENT

The directors have proposed a final dividend of $0.042 per share, tax exempt (one tier), totalling $72.0 million in respect of the financial year ended 31 December 2023. This proposed final tax exempt dividend has not been recognised as at year end and will be submitted for shareholders' approval at the forthcoming Annual General Meeting of the Company in 2024.

APPENDIX III

AUDITED CONSOLIDATED FINANCIAL STATEMENTS OF STARHUB LTD FOR THE FINANCIAL YEAR ENDED 31 DECEMBER 2024

The information in this Appendix III has been extracted and reproduced from the audited financial statements of StarHub and its subsidiaries for FY2024 and has not been specifically prepared for inclusion in this Information Memorandum and references to the page numbers herein are to those as reproduced from the annual report for FY2024.

DIRECTORS' STATEMENT

We are pleased to submit this annual report to the members of the Company together with the audited financial statements for the financial year ended 31 December 2024.

In our opinion:

(a) the financial statements set out on pages 207 to 288 are drawn up so as to give a true and fair view of the financial position of the Group and of the Company as at 31 December 2024 and the financial performance and the cash flows of the Group, and changes in equity of the Group and of the Company for the year ended on that date in accordance with the provisions of the Companies Act 1967 and Singapore Financial Reporting Standards (International); and

(b) at the date of this statement, there are reasonable grounds to believe that the Company will be able to pay its debts as and when they fall due.

DIRECTORS

The directors in office at the date of this statement are as follows:

Olivier Lim Tse Ghow (Chairman)
Nikhil Oommen Jacob Eapen
Deborah Tan Yang Sock (Appointed on 1 May 2024)
Lionel Yeo Hung Tong
Nayantara Bali
Michelle Lee Guthrie
Ng Shin Ein
Han Kwee Juan (Appointed on 1 September 2024)
Teo Ek Tor
Ma Kah Woh
Stephen Geoffrey Miller
Ahmad Abdulaziz A A Al-Neama

DIRECTORS' INTERESTS

According to the register kept by the Company for the purposes of Section 164 of the Companies Act 1967 ("the Act"), particulars of interests of directors who held office at the end of the financial year (including those held by their spouses and infant children) in shares, debentures, warrants, share options and share awards in the Company and in related corporations (other than wholly-owned subsidiaries) are as follows:

	Direct interest		Deemed interest	
Names of director and corporation in which interests are held	At 01.01.2024/ date of appointment	At 31.12.2024	At 01.01.2024/ date of appointment	At 31.12.2024
The Company				
Ordinary shares				
Olivier Lim Tse Ghow	1,029,300[1]	1,084,900[1]	–	–

DIRECTORS' INTERESTS (CONTINUED)

Names of director and corporation in which interests are held	Direct interest		Deemed interest	
	At 01.01.2024/ date of appointment	At 31.12.2024	At 01.01.2024/ date of appointment	At 31.12.2024
The Company				
Ordinary shares				
Nikhil Oommen Jacob Eapen	340,000	1,010,859	730,000	730,000
Lionel Yeo Hung Tong	111,100	144,200	–	–
Nayantara Bali	126,700	165,300	–	–
Michelle Lee Guthrie	170,800	210,800	–	–
Ng Shin Ein	129,000	159,800	–	–
Teo Ek Tor	343,838	374,638	–	–
Ma Kah Woh	199,080	241,580	–	–
Stephen Geoffrey Miller	214,000	247,100	–	–
Ahmad Abdulaziz A A Al-Neama	38,200	70,300	–	–
Related Corporations				
CapitaLand Ascendas REIT Management Limited				
Units in CapitaLand Ascendas REIT				
Olivier Lim Tse Ghow	–	–	54,131	54,131
CapitaLand Ascott Trust Management Limited				
Units in CapitaLand Ascott Trust				
Olivier Lim Tse Ghow	–	–	97,755	97,755
CapitaLand China Trust Management Limited				
Units in CapitaLand China Trust				
Olivier Lim Tse Ghow	–	–	101,012	101,012
CapitaLand India Trust Management Pte. Ltd. (Manager of CapitaLand India Trust)				
Units in CapitaLand India Trust				
Deborah Tan Yang Sock	29,076	29,076	–	–
CapitaLand Integrated Commercial Trust Management Limited				
Units in CapitaLand Integrated Commercial Trust				
Olivier Lim Tse Ghow	–	–	96,800	102,220
Datameer, Inc.				
Share Options				
Stephen Geoffrey Miller	1,146,953[2]	1,146,953[2]	–	–

DIRECTORS' STATEMENT (continued)

DIRECTORS' INTERESTS (CONTINUED)

Names of director and corporation in which interests are held	Direct interest		Deemed interest	
	At 01.01.2024/ date of appointment	At 31.12.2024	At 01.01.2024/ date of appointment	At 31.12.2024
Related Corporations				
Mapletree Industrial Trust Management Ltd.				
Units in Mapletree Industrial Trust				
Olivier Lim Tse Ghow	–	–	63,000	63,000
Ma Kah Woh	949,046	963,002	–	–
Mapletree Logistics Trust Management Ltd.				
Units in Mapletree Logistics Trust				
Olivier Lim Tse Ghow	–	–	98,801	98,801
Ma Kah Woh	1,750,227	1,778,589	–	–
MPACT Management Ltd.				
Units in Mapletree Pan Asia Commercial Trust				
Olivier Lim Tse Ghow	–	–	179,918	179,918
Ma Kah Woh	745,246	745,246	–	–
Singapore Technologies Telemedia Pte Ltd				
Debentures				
Stephen Geoffrey Miller	S$250,000[3]	S$250,000[3]	–	–
Singapore Telecommunications Limited				
Ordinary Shares				
Olivier Lim Tse Ghow	1,610	1,610	1,360	1,360
Nikhil Oommen Jacob Eapen	750	750	–	–
Lionel Yeo Hung Tong	750	750	–	–
Han Kwee Juan	1,610	1,610	1,360	1,360
Ma Kah Woh	190	190	190	190
STT GDC Pte. Ltd.				
Debentures				
Stephen Geoffrey Miller	–	S$250,000[4]	–	–
TeleChoice International Limited				
Ordinary Shares				
Stephen Geoffrey Miller	494,000	968,000	–	–
The Company				
Conditional awards of shares under StarHub Performance Share Plans				
Nikhil Oommen Jacob Eapen	622,000[5]	–	–	–
	632,000[6]	632,000[6]	–	–
	780,000[7]	780,000[7]	–	–
	–	1,084,000[8]	–	–

DIRECTORS' INTERESTS (CONTINUED)

Names of director and corporation in which interests are held	Direct interest		Deemed interest	
	At 01.01.2024/ date of appointment	At 31.12.2024	At 01.01.2024/ date of appointment	At 31.12.2024
Related Corporations				
The Company				
Conditional awards of shares under StarHub Restricted Stock Plans				
Nikhil Oommen Jacob Eapen	103,000[9]	–	–	–
	268,000[10]	134,000[10]	–	–
	488,000[11]	325,333[11]	–	–
	–	404,000[12]	–	–

(1) Held partly by a nominee.

(2) Share Option under Datameer, Inc. 2009 Stock Plan held in trust for STT inTech Pte. Ltd.. The share option is exercisable at US$1.56 per share and expires on 15 November 2027.

(3) 5% Subordinated Perpetual Securities under Singapore Technologies Telemedia Pte Ltd's S$2,000,000,000 Multicurrency Debt Issuance Programme.

(4) 5% Sustainability-Linked Perpetual Securities under STT GDC Pte. Ltd.'s S$1,500,000,000 Multicurrency Debt Issuance Programme.

(5) A conditional award was granted in August 2021 under the StarHub Performance Share Plan 2014 ("StarHub PSP 2014"). The performance period was from 2021 to 2023. The final award was granted in March 2024 based on the actual level of achievement of the pre-determined performance targets. The shares under the final award were delivered in 2024.

(6) A conditional award was granted in June 2022 under StarHub PSP 2014. The performance period was from 2022 to 2024. No shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.

(7) A conditional award was granted in September 2023 under StarHub PSP 2014. The performance period is from 2023 to 2025. No shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.

(8) A conditional award was granted in July 2024 under StarHub Performance Share Plan 2024. The performance period is from 2024 to 2026. No shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.

(9) A conditional award was granted in March 2021 under the StarHub Restricted Stock Plan 2014 ("StarHub RSP 2014"). The performance period was over the one year of 2021. The final award was granted in March 2022 based on the actual level of achievement of the pre-determined performance targets. The shares under the final award were delivered over the stipulated vesting periods from 2022 to 2024.

(10) A conditional award was granted in June 2022 under StarHub RSP 2014. The performance period was over the one year of 2022. The final award was granted in March 2023 based on the actual level of achievement of the pre-determined performance targets. The shares under the final award were partially delivered in 2023 and 2024, and the remaining balance will be delivered in phases according to the stipulated vesting periods.

(11) A conditional award was granted in September 2023 under StarHub RSP 2014. The performance period was over the one year of 2023. The final award was granted in March 2024 based on the actual level of achievement of the pre-determined performance targets. The shares under the final award were partially delivered in 2024, and the remaining balance will be delivered in phases according to the stipulated vesting periods.

(12) A conditional award was granted in July 2024 under the StarHub Restricted Stock Plan 2024. The performance period was over the one year of 2024. No shares will be delivered if the threshold performance targets are not achieved, while up to the number of shares that are the subject of the award will be delivered if the performance targets are met or exceeded.

Except as disclosed in this statement, no director who held office at the end of the financial year had interests in shares, debentures, warrants, share options or share awards of the Company, or of its related corporations, either at the beginning of the financial year, or date of appointment if later, or at the end of the financial year.

There were no changes in the above-mentioned directors' interests in the Company between the end of the financial year and 21 January 2025.

Except as disclosed under the "Share-based Payments" section of this statement, neither at the end of nor at any time during the financial year, was the Company a party to any arrangement whose objects are, or one of whose objects is, to enable the directors of the Company to acquire benefits by means of the acquisition of shares in or debentures of the Company or any other body corporate.

SHARE-BASED PAYMENTS

The Company has in place the StarHub Performance Share Plan 2024 and the StarHub Restricted Stock Plan 2024 (collectively, "StarHub Share Plans 2024", and each, "StarHub PSP 2024" and "StarHub RSP 2024" respectively).

The StarHub Share Plans 2024 were approved and adopted at the Extraordinary General Meeting ("EGM") of the Company held on 25 April 2024, in replacement of the then existing StarHub Performance Share Plan 2014 and the StarHub Restricted Stock Plan 2014, which were adopted by the Company on 14 April 2014 (collectively, "StarHub Share Plans 2014", and each, "StarHub PSP 2014" and "StarHub RSP 2014" respectively).

DIRECTORS' STATEMENT (continued)

SHARE-BASED PAYMENTS (CONTINUED)

The StarHub Share Plans 2014 were terminated at the EGM of the Company held on 25 April 2024.

The StarHub Share Plans 2024 and the StarHub Share Plans 2014 are administered by the Company's Organisation Development and Compensation Committee ("ODCC") comprising three directors, namely Michelle Lee Guthrie, Lionel Yeo Hung Tong and Stephen Geoffrey Miller.

The Company designates Singapore Technologies Telemedia Pte Ltd as its parent company ("Parent Company") for purposes of the Plans.

StarHub Share Plans 2024 and StarHub Share Plans 2014 (collectively, the "StarHub Share Plans")

(i) The StarHub Share Plans were implemented with the objectives of motivating key executives to strive for superior performance and sustaining long-term growth for the Group.

(ii) The termination of the StarHub Share Plans 2014 was without prejudice to the rights of holders of awards accepted and outstanding under the StarHub Share Plans 2014 as at the date of termination. The outstanding awards under the StarHub Share Plans 2014 were/shall be vested according to the terms of the StarHub Share Plans 2014 and the respective grants.

(iii) The following persons were/shall be eligible to participate in the StarHub Share Plans, respectively at the absolute discretion of the ODCC:

(1) employees (including executive directors) and non-executive directors of the Group;

(2) employees (including executive directors) and non-executive directors of the Parent Group who meet the relevant age and rank criteria and whose services have been seconded to a company within the Group and who shall be regarded as an employee of the Group for the purposes of the StarHub Share Plans; and

(3) employees and non-executive directors of the Company's associated companies, who in the opinion of the ODCC, have contributed or will contribute to the success of the Group.

(iv) Under the StarHub PSP 2014 and the StarHub PSP 2024 awards of shares are granted on an annual basis, conditional on targets set for a performance period, currently prescribed to be a three-year period. Awards represent the right of a participant to receive fully paid shares, their equivalent cash value or combinations thereof, free of charge, upon the participant achieving prescribed performance targets set based on medium-term corporate objectives.

Awards are released once the ODCC is satisfied that the prescribed performance targets have been achieved. The actual number of shares given will depend on the level of achievement of the prescribed performance targets over the performance period.

Since the commencement of the StarHub PSP 2014 to the financial year ended 31 December 2024, conditional awards aggregating 11,330,600 shares have been granted under the aforesaid plan.

For share awards granted prior to and during the financial year ended 31 December 2016, no shares will be delivered if the threshold performance targets are not achieved, while up to 1.825 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) the performance of the Company's Total Shareholders' Return ("TSR") measured against the MSCI Asia-Pacific Telecommunications Index (including Japan) over the performance period, and (b) the Wealth Added which measures investment performance in terms of the Company's TSR against shareholders' expected returns using cost of equity as a benchmark.

For share awards granted during and from the financial year ended 31 December 2017 to financial year ended 31 December 2018, no shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) Returns on Invested Capital ("ROIC"), and (b) the Wealth Added which measures investment performance in terms of the Company's TSR against shareholders' expected returns using cost of equity as a benchmark.

For share awards granted during and from the financial year ended 31 December 2019 to financial year ended 31 December 2022, no share awards will be delivered if the performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) Absolute Total Shareholder Return (Absolute TSR) against Cost of Equity hurdles (i.e. measure of Wealth added), and (b) the Relative Total Shareholder Return (Relative TSR) against selected peers from the MSCI Asia Pacific Telecommunications Index, and (c) Transformation Key Performance Indicators reflective of the strategic growth objectives of StarHub.

SHARE-BASED PAYMENTS (CONTINUED)

StarHub Share Plans (continued)

For share awards granted during the financial year ended 31 December 2023, no share awards will be delivered if the performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) Relative TSR against Peer list based on APAC Telco companies and (b) Absolute TSR against Cost of Equity hurdles (i.e. measure of Wealth Added); and (c) Transformation Key Performance Indicators reflective of the strategic growth objectives of StarHub.

For share awards granted during the financial year ended 31 December 2024, no share awards will be delivered if the performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded. The performance targets benchmark (a) Relative TSR against Peer list based on APAC Telco companies and (b) Absolute TSR against Cost of Equity hurdles (i.e. measure of Wealth Added); and (c) Return on Invested Capital (ROIC); and (d) Reduction of Scope 1 and 2 emissions; and (e) Increase energy use from renewable sources.

Details of share awards granted under the StarHub PSP 2014 are as follows:

Participants	Share awards granted during the financial year	Aggregate share awards granted since commencement of the StarHub PSP 2014 to 31 December 2024	Share awards vested during the financial year	Aggregate share awards outstanding as at 31 December 2024
StarHub PSP 2014				
Key executives	–	11,330,600	565,105	2,990,000

Details of share awards granted under the StarHub PSP 2024 are as follows:

Participants	Share awards granted during the financial year	Aggregate share awards granted since commencement of the StarHub PSP 2024 to 31 December 2024	Share awards vested during the financial year	Aggregate share awards outstanding as at 31 December 2024
StarHub PSP 2024				
Key executives	2,424,500	2,424,500	–	2,424,500

(v) Under the StarHub RSP 2014 and the StarHub RSP 2024, awards granted vest only after the satisfactory completion of time-based service conditions (time-based restricted awards) or where the award is performance-related, after a further period of service beyond the performance period (performance-based restricted awards).

No minimum vesting periods are prescribed under the StarHub RSP 2014 and the length of the vesting period in respect of each award will be determined on a case-by-case basis. Performance-based restricted awards differ from awards granted under the StarHub PSP 2014 in that an extended vesting period is imposed beyond the performance period.

The performance-based restricted awards represent the right of a participant to receive fully paid shares, their equivalent cash value or combinations thereof, free of charge, upon the participant achieving prescribed performance targets. The actual number of shares to be released depends on the level of attainment of the performance targets over the performance period.

For performance-based restricted awards granted prior to and during financial year ended 31 December 2016, the performance targets used were measured against the ROIC and the Earnings Before Interest, Taxation, Depreciation and Amortisation ("EBITDA").

For performance-based restricted awards granted during and from financial year ended 31 December 2017 to financial year ended 31 December 2018, the performance targets used were aligned to the overall strategic financial and operational goals of the Group.

For performance-based restricted awards granted during and from financial year ended 31 December 2019 to financial year 2023, the performance targets used are measured against the ROIC.

For the performance-based restricted awards granted during and from financial year ended 31 December 2024 onwards, the performance targets used are measured against Return on Equity.

DIRECTORS' STATEMENT (continued)

SHARE-BASED PAYMENTS (CONTINUED)

StarHub Share Plans (continued)

Since the commencement of the StarHub RSP 2014 to the financial year ended 31 December 2024:

(1) performance-based restricted awards aggregating 27,299,750 shares have been granted under the aforesaid plan. For share awards granted prior to and during the financial year ended 31 December 2016, no shares will be delivered if the threshold performance targets are not achieved, while up to 1.5 times the number of shares that are the subject of the award, will be delivered if the stretch performance targets are met or exceeded. For share awards granted during and after the financial year ended 31 December 2017, no shares will be delivered if the threshold performance target are not achieved, while up to the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded;

(2) restricted awards aggregating 2,484,200 shares have been granted to non-executive directors of the Company as part of their directors' remuneration, and were vested immediately upon grant;

(3) a time-based restricted award of 32,500 shares has been granted on 8 July 2015. The shares under this award were vested in two equal tranches over a 2-year period from 8 July 2015 to 7 July 2017 according to a specified vesting schedule;

(4) a time-based restricted award of 240,000 shares has been granted on 20 May 2016. The shares under this award were vested in two equal tranches over a period from 20 May 2016 to 7 July 2017 according to a specified vesting schedule;

(5) a time-based restricted award of 592,590 shares has been granted on 15 March 2017. The shares under this award were vested in two equal tranches over a period from 15 March 2017 to 15 January 2018;

(6) a time-based restricted award of 400,000 shares has been granted on 6 April 2017. The shares under this award were vested in three tranches over a 3-year period from 13 April 2018 to 15 April 2020;

(7) a time-based restricted award of 118,700 shares has been granted on 7 September 2018. The shares under this award were vested in one tranche on 9 July 2019; and

(8) a time-based restricted award of 286,000 shares has been granted on 8 March 2023. The shares under this award will be vested in three equal tranches over a period from 1 September 2023 to 1 September 2025.

Details of share awards granted under the StarHub RSP 2014 are as follows:

Participants	Share awards granted during the financial year	Aggregate share awards granted since commencement of the StarHub RSP 2014 to 31 December 2024	Share awards vested during the financial year	Aggregate share awards outstanding as at 31 December 2024
StarHub RSP 2014				
Non-executive directors:				
Olivier Lim Tse Ghow	–	29,300	–	–
Lionel Yeo Hung Tong	–	111,100	–	–
Nayantara Bali	–	126,700	–	–
Michelle Lee Guthrie	–	170,800	–	–
Ng Shin Ein	–	129,000	–	–
Teo Ek Tor	–	213,200	–	–
Ma Kah Woh	–	220,500	–	–
Stephen Geoffrey Miller	–	214,000	–	–
Ahmad Abdulaziz A A Al-Neama	–	38,200	–	–
Key employees	–	27,299,750	3,963,424	3,649,213

SHARE-BASED PAYMENTS (CONTINUED)

StarHub Share Plans (continued)

During the financial year, no treasury shares were transferred pursuant to the StarHub Share Plans 2014.

Since the commencement of the StarHub RSP 2024 to the financial year ended 31 December 2024:

(1) performance-based restricted awards aggregating 4,501,000 shares have been granted under the aforesaid plan. For share awards granted during and after the financial year ended 31 December 2024, no shares will be delivered if the threshold performance target are not achieved, while up to the number of shares that are the subject of the award will be delivered if the stretch performance targets are met or exceeded;

(2) restricted awards aggregating 351,500 shares have been granted to non-executive directors of the Company as part of their directors' remuneration, and were vested immediately upon grant;

(3) a time-based restricted award of 209,000 shares has been granted on 25 October 2024. The shares under this award will vest on 15 September 2026;

As at 31 December 2024, no participant has been granted and/or received shares pursuant to the release of awards granted under the StarHub Share Plans 2014 and the StarHub Share Plans 2024, which, in aggregate, represents 5% or more of the aggregate of:

(a) the total number of new shares available under the StarHub Share Plans 2014 and the StarHub Share Plans 2024 collectively; and

(b) the total number of existing shares delivered pursuant to awards released under the StarHub Share Plans 2014 and the StarHub Share Plans 2024 collectively.

Details of share awards granted under the StarHub RSP 2024 are as follows:

Participants	Share awards granted during the financial year	Aggregate share awards granted since commencement of the StarHub RSP 2024 to 31 December 2024	Share awards vested during the financial year	Aggregate share awards outstanding as at 31 December 2024
StarHub RSP 2024				
Non-executive directors:				
Olivier Lim Tse Ghow	55,600	55,600	55,600	–
Lionel Yeo Hung Tong	33,100	33,100	33,100	–
Nayantara Bali	38,600	38,600	38,600	–
Michelle Lee Guthrie	40,000	40,000	40,000	–
Ng Shin Ein	30,800	30,800	30,800	–
Teo Ek Tor	30,800	30,800	30,800	–
Ma Kah Woh	42,500	42,500	42,500	–
Stephen Geoffrey Miller	33,100	33,100	33,100	–
Ahmad Abdulaziz A A Al-Neama	32,100	32,100	32,100	–
Key employees	4,501,000	4,501,000	–	4,449,000

During the financial year, a total of 351,500 treasury shares were transferred pursuant to the StarHub Share Plans 2024.

DIRECTORS' STATEMENT (continued)

AUDIT COMMITTEE

The members of the Audit Committee as at the date of this statement are as follows:

Deborah Tan Yang Sock, independent non-executive director (Chairman)
Nayantara Bali, independent non-executive director
Ng Shin Ein, independent non-executive director
Teo Ek Tor, non-executive director
Ma Kah Woh, non-executive director

The Audit Committee has held four meetings since the last directors' statement. In performing its functions in accordance with Section 201B of the Companies Act 1967, the Singapore Exchange Securities Trading Limited Listing Manual, and the Code of Corporate Governance, the Audit Committee met with the Company's external and internal auditors to discuss the scope of their work, the results of their examination and evaluation of the Group's internal accounting control system.

The Audit Committee has also reviewed the following:

(1) assistance provided by the Company's officers to the internal and external auditors;

(2) financial statements of the Group and the Company prior to their submission to the directors of the Company for adoption; and

(3) interested person transactions (as defined in Chapter 9 of the Listing Manual of the Singapore Exchange Securities Trading Limited) of the Company and its subsidiaries and the Company's compliance with the review procedures for such transactions.

The Audit Committee has full access to management and is given the resources required for it to discharge its functions. It has full authority and the discretion to invite any director or executive officer to attend its meetings. The Audit Committee also recommends the appointment of the external auditors and reviews the level of audit and non-audit fees.

The Audit Committee has undertaken a review of all non-audit services provided by the external auditors, and is satisfied that the independence, objectivity and effectiveness of the external auditors are not compromised as a result thereof and has recommended to the Board of Directors that KPMG LLP be nominated for re-appointment as auditors at the forthcoming Annual General Meeting of the Company.

AUDITORS

The auditors, KPMG LLP, have indicated their willingness to accept re-appointment.

These directors' statement and financial statements were authorised for issuance on 13 March 2025 in accordance with a resolution of the Board of Directors of StarHub Ltd.

On behalf of the Board of Directors

Olivier Lim Tse Ghow
Director

Nikhil Oommen Jacob Eapen
Director

Singapore
13 March 2025

INDEPENDENT AUDITORS' REPORT

Members of the Company StarHub Ltd

REPORT ON THE AUDIT OF THE FINANCIAL STATEMENTS

Opinion

We have audited the financial statements of StarHub Ltd (the "Company") and its subsidiaries (the "Group"), which comprise the consolidated statement of financial position of the Group and the statement of financial position of the Company as at 31 December 2024, the consolidated income statement, consolidated statement of comprehensive income, consolidated statement of changes in equity and consolidated cash flow statement of the Group, and the statement of changes in equity of the Company for the year then ended, and notes to the financial statements, including material accounting policy information, as set out on pages 207 to 288.

In our opinion, the accompanying consolidated financial statements of the Group and the statement of financial position and statement of changes in equity of the Company are properly drawn up in accordance with the provisions of the Companies Act 1967 (the "Act") and Singapore Financial Reporting Standards (International) ("SFRS(I)s") so as to give a true and fair view of the consolidated financial position of the Group and the financial position of the Company as at 31 December 2024 and of the consolidated financial performance, consolidated changes in equity and consolidated cash flows of the Group, and changes in equity of the Company for the year ended on that date.

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing ("SSAs"). Our responsibilities under those standards are further described in the *'Auditors' responsibilities for the audit of the financial statements'* section of our report. We are independent of the Group in accordance with the Accounting and Corporate Regulatory Authority *Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities* ("ACRA Code") together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

INDEPENDENT AUDITORS' REPORT (continued)

Members of the Company StarHub Ltd

Revenue recognition ($2,367.7 million)

(Refer to Note 3.10 'Material accounting policies' and Note 24 'Revenue')

The key audit matter	*How the matter was addressed in our audit*
The Group's revenue recognition process for Mobile, Broadband, some of Enterprise Business revenue and Entertainment revenue is extensive and complex, dealing with complex networks interfaced with business support systems, and multiple income streams with varying programmes offered to customers. IT systems and configurations, and business processes and controls are put in place to capture revenue correctly, and to deal with changes arising from new service and product offerings. There is however a lag in identifying and implementing the necessary changes to IT configurations to capture revenue correctly. Because of certain limitations with current system configuration, manual adjustments and reconciliations are necessary to true-up revenue to comply with requirements of SFRS(I) 15 *Revenue from Contracts with Customers*. Management relies on both automated and manual controls to ensure that revenues recorded are correct. For some of the Group's Enterprise Business revenue, significant judgments and estimates are made by the Group in recognition and measurement of revenue from long term-contracts. In view of the complexities described above, the identification of performance obligations, stand-alone selling price and basis of allocation of fair values to each performance obligation, and determination of the amount and timing of revenues to be recognised can be a judgemental process.	We obtained an understanding of various revenue streams and the recording systems, processes, and controls. Our audit approach included both controls testing and substantive procedures. Our procedures included: • Assessing the appropriateness of revenue recognition policies for selected products and services offered by the Group by reviewing samples of customer contracts, which included assessing the appropriateness of performance obligations identified by management, the appropriateness of the transaction price and its basis of allocation of the transaction price to the respective performance obligations identified within bundled contracts. • Testing the design and implementation, and operating effectiveness of controls over the capture and recording of revenue. We also tested the relevant automated controls, including interface controls between different key IT application systems. • Reviewing the basis of percentage of completion for selected projects and checked the accuracy of revenue recognised for these projects. • Testing key manual reconciliation controls over revenue recognition used by management for certain revenue streams. • Testing manual journal entries recorded in the general ledger relating to revenue recognition.

Findings

There are systems and controls in place, aided by manual procedures to capture revenue to comply with relevant accounting standards.

Valuation of non-financial assets

(Refer to Note 3.7(ii) 'Material accounting policies', Note 4 'Property, plant and equipment'; Note 5 'Intangible assets'; Note 6 Right-of-use-assets'; Note 7 'Subsidiaries')

The key audit matter	*How the matter was addressed in our audit*
At 31 December 2024, the Group's statement of financial position included goodwill predominately allocated to four cash-generating units ("CGUs") – entertainment, mobile, broadband and enterprise business operations ("Telco") CGU, Ensign InfoSecurity Pte. Ltd. ("Ensign") CGU, MyRepublic Broadband Pte. Ltd. ("MR Broadband") CGU and Strateq Sdn Bhd ("Strateq") CGU. Goodwill is subject to an annual impairment test or more frequently if there are indications of impairment. As the other non-financial assets relate to the same CGUs to which the goodwill is allocated to, they are included and assessed concurrently in the annual goodwill impairment test. The other non-financial assets are subject to impairment test when there are indicators of impairment. The Group and the Company performs an impairment assessment for each of the CGUs by estimating its recoverable amounts. The recoverable amount of each CGU is derived using its discounted cash flow forecast. Forecasting future cash flow is a highly judgemental process which involves making assumptions on revenue growth rates, margins, operating expense and discount rates.	We evaluated the appropriateness of CGUs identified by management based on our understanding of the current business of the Group and the Company. We assessed key assumptions used in the cash flow projections by comparing them against historical performance, future business plans and external market reports, and whether these were appropriately reflected in the cash flow forecasts used. We independently derived applicable discount rates from comparable companies and compared these with those used by management. We performed sensitivity and breakeven analyses, focusing on plausible changes in the key assumptions or discount rates, and analysed the impact to the carrying amount. We considered the appropriateness of the disclosures in the financial statements.

Findings

We found the identification of CGUs to be based on a reasonable basis. We found that the assumptions and resulting estimates used in determining the recoverable amounts to be within acceptable range. We found the Group's disclosure in notes to the financial statements to be appropriate.

INDEPENDENT AUDITORS' REPORT (continued)

Members of the Company StarHub Ltd

Other information

Management is responsible for the other information contained in the annual report. Other information is defined as all information in the annual report other than the financial statements and our auditors' report thereon.

We have obtained all other information prior to the date of this auditors' report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of management and directors for the financial statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and SFRS(I)s, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

In preparing the financial statements, management is responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Group's financial reporting process.

Auditors' responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of internal controls relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Group to cease to continue as a going concern.

Auditors' responsibilities for the audit of the financial statements (continued)

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Plan and perform the group audit to obtain sufficient appropriate audit evidence regarding the financial information of the entities or business units within the group as a basis for forming an opinion on the group financial statements. We are responsible for the direction, supervision and review of the audit work performed for purposes of the group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditors' report unless the law or regulations preclude public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

REPORT ON OTHER LEGAL AND REGULATORY REQUIREMENTS

In our opinion, the accounting and other records required by the Act to be kept by the Company and by those subsidiary corporations incorporated in Singapore of which we are the auditors have been properly kept in accordance with the provisions of the Act.

The engagement partner on the audit resulting in this independent auditors' report is Siew Yilin.

KPMG LLP
Public Accountants and
Chartered Accountants

Singapore
13 March 2025

STATEMENT OF FINANCIAL POSITION

As at 31 December 2024

	Note	Group 2024 $m	Group 2023 $m	Company 2024 $m	Company 2023 $m
Non-current assets					
Property, plant and equipment	4	**634.5**	607.9	**355.3**	325.6
Intangible assets	5	**750.6**	754.9	**93.6**	88.4
Right-of-use assets	6	**119.4**	95.4	**95.9**	68.5
Subsidiaries	7	**–**	–	**3,354.0**	3,351.5
Associate	8	**30.0**	28.8	**27.8**	27.8
Joint venture	8	**21.1**	18.2	**–**	–
Other investment		**1.6**	3.5	**1.6**	3.5
Contract assets	10	**31.4**	66.4	**1.9**	0.1
Contract costs	10	**2.8**	4.6	**0.4**	0.4
Other receivables and prepayments	13	**2.7**	74.2	**8.6**	5.8
		1,594.1	1,653.9	**3,939.1**	3,871.6
Current assets					
Inventories	11	**47.0**	46.9	**4.6**	4.8
Contract assets	10	**377.9**	290.0	**21.0**	18.1
Contract costs	10	**13.8**	12.3	**1.4**	1.2
Trade receivables	12	**289.4**	278.3	**171.0**	186.3
Other receivables, deposits and prepayments	13	**235.8**	139.7	**52.4**	35.8
Amounts due from related parties	9	**23.1**	19.2	**232.5**	190.9
Cash and cash equivalents	14	**539.6**	502.2	**360.8**	375.8
		1,526.6	1,288.6	**843.7**	812.9
Assets held for sale	19	**–**	92.6	**–**	–
		1,526.6	1,381.2	**843.7**	812.9
Current liabilities					
Contract liabilities	10	**(89.1)**	(85.4)	**(38.4)**	(32.1)
Trade and other payables	15	**(753.2)**	(709.1)	**(321.7)**	(300.2)
Amounts due to related parties	9	**(37.4)**	(34.4)	**(554.2)**	(640.2)
Borrowings	16	**(447.5)**	(11.2)	**(367.5)**	–
Lease liabilities	17	**(40.0)**	(32.8)	**(13.1)**	(16.5)
Provision for taxation		**(7.1)**	(56.1)	**–**	(0.7)
		(1,374.3)	(929.0)	**(1,294.9)**	(989.7)
Liabilities directly associated with the assets held for sale	19	**–**	(31.6)	**–**	–
		(1,374.3)	(960.6)	**(1,294.9)**	(989.7)
Net current assets/(liabilities)		**152.3**	420.6	**(451.2)**	(176.8)
Non-current liabilities					
Contract liabilities	10	**(50.8)**	(46.9)	**(50.8)**	(46.9)
Trade and other payables	15	**(50.0)**	(50.1)	**(26.7)**	(24.4)
Borrowings	16	**(687.6)**	(1,128.2)	**(687.6)**	(1,054.1)
Lease liabilities	17	**(85.6)**	(71.7)	**(85.6)**	(56.8)
Deferred tax liabilities	18	**(105.2)**	(72.2)	**(57.9)**	(46.7)
		(979.2)	(1,369.1)	**(908.6)**	(1,228.9)
Net assets		**767.2**	705.4	**2,579.3**	2,465.9
Equity					
Share capital	20	**299.7**	299.7	**299.7**	299.7
Reserves	21	**108.3**	69.2	**2,079.7**	1,966.3
Perpetual capital securities	22	**199.9**	199.9	**199.9**	199.9
Equity attributable to owners and perpetual capital securities holders		**607.9**	568.8	**2,579.3**	2,465.9
Non-controlling interests	23	**159.3**	136.6	**–**	–
Total equity		**767.2**	705.4	**2,579.3**	2,465.9

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED INCOME STATEMENT

Year ended 31 December 2024

	Note	Group 2024 $m	2023 $m
Revenue	24	**2,367.7**	2,373.1
Operating expenses	25	**(2,146.7)**	(2,149.2)
Other income	26	**3.4**	2.5
Profit from operations		**224.4**	226.4
Finance income	27	**19.6**	17.0
Finance expense	27	**(43.0)**	(41.0)
Net finance costs		**(23.4)**	(24.0)
Non-operating income	28	**3.2**	7.2
Non-operating expense	28	**(3.6)**	(16.6)
Share of result of associate, net of tax	8	**1.8**	1.0
Share of result of joint venture, net of tax	8	**2.9**	2.6
		4.3	(5.8)
Profit before taxation		**205.3**	196.6
Taxation	29	**(37.1)**	(50.8)
Profit for the year		**168.2**	145.8
Profit attributable to:			
Owners of the Company		**160.6**	149.6
Non-controlling interests		**7.6**	(3.8)
Profit for the year		**168.2**	145.8
Earnings per share (in cents)			
– Basic	30	**8.9**	8.2
– Diluted	30	**8.8**	8.2
EBITDA	31	**460.3**	467.5

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME

Year ended 31 December 2024

	Group	
	2024 $m	2023 $m
Profit for the year	**168.2**	145.8
Other comprehensive income		
Items that will not be reclassified to profit or loss:		
Gain on disposal of rights issues of equity investment at FVOCI	**0.1**	–
Change in fair value of equity investments at FVOCI, net of taxation	**(1.9)**	(1.6)
	(1.8)	(1.6)
Items that are or may be reclassified subsequently to profit or loss:		
Share of other comprehensive income of associate	**(0.6)**	(0.9)
Foreign currency translation differences	**(0.4)**	0.1
Effective portion of changes in fair value of cash flow hedges, net of taxation	**5.7**	2.1
	4.7	1.3
Other comprehensive income for the year, net of taxation	**2.9**	(0.3)
Total comprehensive income for the year	**171.1**	145.5
Total comprehensive income attributable to:		
Owners of the Company	**163.3**	149.3
Non-controlling interests	**7.8**	(3.8)
Total comprehensive income for the year	**171.1**	145.5

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY

Year ended 31 December 2024

Group	Share capital $m	Treasury shares $m	Capital reserve $m	Goodwill written off $m	Share-based payments reserve $m	Fair value reserve $m	Hedging reserve $m	Translation reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Non-controlling interests $m	Total equity $m
At 1 January 2024	299.7	(18.6)	(9.2)	(276.3)	9.4	(37.1)	(0.7)	0.4	401.3	69.2	199.9	136.6	705.4
Total comprehensive income for the year													
Profit for the year	–	–	–	–	–	–	–	–	160.6	160.6	–	7.6	168.2
Other comprehensive income													
Gain on disposal of rights issues of equity investment at FVOCI	–	–	–	–	–	0.1	–	–	–	0.1	–	–	0.1
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	–	–	(1.9)	–	–	–	(1.9)	–	–	(1.9)
Share of other comprehensive income of associate, net of tax	–	–	–	–	–	–	(0.6)	–	–	(0.6)	–	–	(0.6)
Foreign currency translation differences	–	–	–	–	–	–	–	(0.6)	–	(0.6)	–	0.2	(0.4)
Effective portion of changes in fair value of cash flow hedges, net of taxation	–	–	–	–	–	–	5.7	–	–	5.7	–	–	5.7
Total comprehensive income for the year	–	–	–	–	–	(1.8)	5.1	(0.6)	160.6	163.3	–	7.8	171.1
Transactions with equity holders of the Company, recognised directly in equity													
Accrued perpetual capital securities distribution	–	–	–	–	–	–	–	–	(7.9)	(7.9)	7.9	–	–
Perpetual capital securities paid	–	–	–	–	–	–	–	–	1.4	1.4	(7.9)	–	(6.5)
Purchase of treasury shares	–	(0.4)	–	–	–	–	–	–	–	(0.4)	–	–	(0.4)
Issue of shares pursuant to share plans	–	4.4	–	–	(4.4)	–	–	–	–	–	–	–	–
Share-based payment expenses	–	–	–	–	6.1	–	–	–	–	6.1	–	–	6.1
Tax on share-based payments	–	–	–	–	0.4	–	–	–	–	0.4	–	–	0.4
Dividends paid (Note 33)	–	–	–	–	–	–	–	–	(123.8)	(123.8)	–	(5.4)	(129.2)
Acquisition of subsidiary with non-controlling interest	–	–	–	–	–	–	–	–	–	–	–	1.4	1.4
Disposal of subsidiary with NCI	–	–	–	–	–	–	–	–	–	–	–	18.9	18.9
Total transactions with equity holders of the Company	–	4.0	–	–	2.1	–	–	–	(130.3)	(124.2)	–	14.9	(109.3)
At 31 December 2024	299.7	(14.6)	(9.2)	(276.3)	11.5	(38.9)	4.4	(0.2)	431.6	108.3	199.9	159.3	767.2

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY (continued)

Year ended 31 December 2024

Group	Share capital $m	Treasury shares $m	Capital reserve $m	Goodwill written off $m	Share-based payments reserve $m	Fair value reserve $m	Hedging reserve $m	Translation reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Non-controlling interests $m	Total equity $m
At 1 January 2023	299.7	(4.8)	(4.4)	(276.3)	9.1	(35.5)	(1.9)	–	344.6	30.8	199.9	153.4	683.8
Total comprehensive income for the year													
Profit for the year	–	–	–	–	–	–	–	–	149.6	149.6	–	(3.8)	145.8
Other comprehensive income													
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	–	–	(1.6)	–	–	–	(1.6)	–	–	(1.6)
Share of other comprehensive income of associate, net of tax	–	–	–	–	–	–	(0.9)	–	–	(0.9)	–	–	(0.9)
Foreign currency translation differences	–	–	–	–	–	–	–	0.1	–	0.1	–	–	0.1
Effective portion of changes in fair value of cash flow hedges, net of taxation	–	–	–	–	–	–	2.1	–	–	2.1	–	–	2.1
Total comprehensive income for the year	–	–	–	–	–	(1.6)	1.2	0.1	149.6	149.3	–	(3.8)	145.5
Transactions with equity holders of the Company, recognised directly in equity													
Accrued perpetual capital securities distribution	–	–	–	–	–	–	–	–	(7.9)	(7.9)	7.9	–	–
Perpetual capital securities paid	–	–	–	–	–	–	–	–	1.4	1.4	(7.9)	–	(6.5)
Purchase of treasury shares	–	(17.6)	–	–	–	–	–	–	–	(17.6)	–	–	(17.6)
Issue of shares pursuant to share plans	–	3.8	–	–	(3.8)	–	–	–	–	–	–	–	–
Share-based payment expenses	–	–	–	–	4.3	–	–	–	–	4.3	–	–	4.3
Tax on share-based payments	–	–	–	–	(0.2)	–	–	–	–	(0.2)	–	–	(0.2)
Dividends paid (Note 33)	–	–	–	–	–	–	–	–	(86.4)	(86.4)	–	(7.1)	(93.5)
Acquisition of additional interest in subsidiaries	–	–	(4.8)	–	–	–	–	0.3	–	(4.5)	–	(5.9)	(10.4)
Total transactions with equity holders of the Company	–	(13.8)	(4.8)	–	0.3	–	–	0.3	(92.9)	(110.9)	–	(13.0)	(123.9)
At 31 December 2023	299.7	(18.6)	(9.2)	(276.3)	9.4	(37.1)	(0.7)	0.4	401.3	69.2	199.9	136.6	705.4

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY (continued)

Year ended 31 December 2024

Company	Share capital $m	Treasury shares $m	Share-based payments reserve $m	Fair value reserve $m	Hedging reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Total equity $m
At 1 January 2024	**299.7**	**(18.6)**	**9.4**	**(37.1)**	**(0.2)**	**2,012.8**	**1,966.3**	**199.9**	**2,465.9**
Total comprehensive income for the year									
Profit for the year	–	–	–	–	–	239.8	239.8	–	239.8
Other comprehensive income									
Gain on disposal of rights issues of equity investment at FVOCI	–	–	–	0.1	–	–	0.1	–	0.1
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	(1.9)	–	–	(1.9)	–	(1.9)
Effective portion of changes in fair value of cash flow hedges, net of taxation	–	–	–	–	(0.4)	–	(0.4)	–	(0.4)
Total comprehensive income for the year	–	–	–	(1.8)	(0.4)	239.8	237.6	–	237.6
Transactions with equity holders of the Company, recognised directly in equity									
Accrued perpetual securities distribution	–	–	–	–	–	(7.9)	(7.9)	7.9	–
Perpetual capital securities paid	–	–	–	–	–	1.4	1.4	(7.9)	(6.5)
Purchase of treasury shares	–	(0.4)	–	–	–	–	(0.4)	–	(0.4)
Issue of shares pursuant to share plans	–	4.4	(4.4)	–	–	–	–	–	–
Share-based payment expenses	–	–	6.1	–	–	–	6.1	–	6.1
Tax on share-based payments	–	–	0.4	–	–	–	0.4	–	0.4
Dividends paid (Note 33)	–	–	–	–	–	(123.8)	(123.8)	–	(123.8)
Total transactions with equity holders of the Company	–	4.0	2.1	–	–	(130.3)	(124.2)	–	(124.2)
At 31 December 2024	**299.7**	**(14.6)**	**11.5**	**(38.9)**	**(0.6)**	**2,122.3**	**2,079.7**	**199.9**	**2,579.3**

The accompanying notes form an integral part of these financial statements.

STATEMENTS OF CHANGES IN EQUITY (continued)

Year ended 31 December 2024

Company	Share capital $m	Treasury shares $m	Share-based payments reserve $m	Fair value reserve $m	Hedging reserve $m	Retained profits $m	Total reserves $m	Perpetual capital securities $m	Total equity $m
At 1 January 2023	299.7	(4.8)	9.1	(35.5)	–	2,125.5	2,094.3	199.9	2,593.9
Total comprehensive income for the year									
Profit for the year	–	–	–	–	–	(19.8)	(19.8)	–	(19.8)
Other comprehensive income									
Change in fair value of equity investments at FVOCI, net of taxation	–	–	–	(1.6)	–	–	(1.6)	–	(1.6)
Effective portion of changes in fair value of cash flow hedges, net of taxation	–	–	–	–	(0.2)		(0.2)	–	(0.2)
Total comprehensive income for the year	–	–	–	(1.6)	(0.2)	(19.8)	(21.6)	–	(21.6)
Transactions with equity holders of the Company, recognised directly in equity									
Accrued perpetual securities distribution	–	–	–	–	–	(7.9)	(7.9)	7.9	–
Perpetual capital securities paid	–	–	–	–	–	1.4	1.4	(7.9)	(6.5)
Purchase of treasury shares	–	(17.6)	–	–	–	–	(17.6)	–	(17.6)
Issue of shares pursuant to share plans	–	3.8	(3.8)	–	–	–	–	–	–
Share-based payment expenses	–	–	4.3	–	–	–	4.3	–	4.3
Tax on share-based payments	–	–	(0.2)	–	–	–	(0.2)	–	(0.2)
Dividends paid (Note 33)	–	–	–	–	–	(86.4)	(86.4)	–	(86.4)
Total transactions with equity holders of the Company	–	(13.8)	0.3	–	–	(92.9)	(106.4)	–	(106.4)
At 31 December 2023	299.7	(18.6)	9.4	(37.1)	(0.2)	2,012.8	1,966.3	199.9	2,465.9

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED CASH FLOW STATEMENT

Year ended 31 December 2024

	2024 $m	2023 $m
Cash flow from operating activities		
Profit before taxation	**205.3**	196.6
Adjustments for:		
Depreciation and amortisation	**235.9**	241.1
Share-based payments	**6.1**	4.3
Net finance costs	**23.4**	24.0
Gain on disposal of plant and equipment and intangible assets	**(0.3)**	(0.2)
Non-operating income	**(3.2)**	(7.2)
Non-operating expense	**–**	16.6
Gain on disposal of subsidiary	**(0.2)**	–
Share of profit of associate, net of tax	**(1.8)**	(1.0)
Share of profit of joint venture, net of tax	**(2.9)**	(2.6)
	462.3	471.6
Changes in:		
Inventories	**(0.1)**	9.0
Contract assets	**(52.9)**	4.7
Contract costs	**0.3**	6.2
Trade receivables	**(11.1)**	(39.6)
Other receivables, deposits and prepayments	**(21.4)**	4.3
Contract liabilities	**7.6**	15.1
Trade and other payables	**27.8**	(62.2)
Amounts due from related parties	**(3.8)**	(1.4)
Amounts due to related parties	**3.1**	(7.8)
Cash generated from operations	**411.8**	399.9
Income tax paid	**(50.6)**	(41.3)
Net cash from operating activities	**361.2**	358.6
Cash flow from investing activities		
Interest received	**19.8**	17.7
Proceeds from disposal of property, plant and equipment and intangible assets	**0.7**	0.4
Purchase of property, plant and equipment and intangible assets	**(199.1)**	(172.7)
Investment in joint venture	**–**	(1.0)
Payment of contingent consideration	**–**	(39.6)
Proceeds from disposal of held for sale group	**76.6**	–
Sale of rights in equity investment	**0.1**	–
Net cash used in investing activities	**(101.9)**	(195.2)

The accompanying notes form an integral part of these financial statements.

CONSOLIDATED CASH FLOW STATEMENT (continued)

Year ended 31 December 2024

	2024 $m	2023 $m
Cash flow from financing activities		
Payment of lease liabilities	**(33.1)**	(37.2)
Proceeds from borrowings	**19.8**	19.5
Repayment of borrowings	**(28.8)**	(22.6)
Dividend paid to owners of the Company	**(123.8)**	(86.4)
Dividend paid to non-controlling interest	**(5.4)**	(7.1)
Purchase of treasury shares	**(0.4)**	(17.6)
Perpetual capital securities distribution paid	**(7.9)**	(7.9)
Acquisition of subsidiary with non-controlling interest	**(3.7)**	(12.0)
Interest paid	**(39.1)**	(38.4)
Net cash used in financing activities	**(222.4)**	(209.7)
Net change in cash and cash equivalents	**36.9**	(46.3)
Cash and cash equivalents at beginning of year	**497.9**	567.2
Effect of exchange rate fluctuations	**0.4**	0.3
Cash and cash equivalents at end of year (including held for sale)	**535.2**	521.2
Cash and cash equivalents reclassified as held for sale	**–**	(23.3)
Cash and cash equivalents at end of year (Note 14)	**535.2**	497.9

The accompanying notes form an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

Year ended 31 December 2024

These notes form an integral part of the financial statements.

The financial statements were authorised for issuance on 13 March 2025 in accordance with a resolution of the Board of Directors of StarHub Ltd.

1 DOMICILE AND ACTIVITIES

StarHub Ltd ("StarHub" or the "Company") is incorporated in the Republic of Singapore and has its registered office at 67 Ubi Avenue 1, #03-01 StarHub Green, Singapore 408942.

The principal activities of the Company are those relating to the operation and provision of telecommunications services and other businesses relating to the info-communications industry. The principal activities of the subsidiaries are set out in Note 7 to the financial statements.

The consolidated financial statements relate to the Company and its subsidiaries (together the "Group" and individually as "Group entities"), and the Group's interest in its equity-accounted investees.

2 BASIS OF PREPARATION

2.1 Statement of compliance

The financial statements have been prepared in accordance with Singapore Financial Reporting Standards (International) ("SFRS(I)"). The changes to material accounting policies are described in Note 2.5.

2.2 Basis of measurement

The financial statements are prepared on a historical cost basis, except as otherwise described in the notes below.

2.3 Functional and presentation currency

These financial statements are presented in Singapore dollars, which is the Group's functional currency. All financial information presented in Singapore dollars have been rounded to the nearest million, unless otherwise stated.

2.4 Use of estimates and judgements

The preparation of financial statements in conformity with SFRS(I) requires management to make judgements, estimates and assumptions about the future, including climate-related risks and opportunities, that affect the application of the Group's accounting policies and the reported amounts of assets, liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported income and expenses during the financial year. These estimates are based on management's best knowledge and judgement of current events and environment. Actual results may ultimately differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis and are consistent with the Group's risk management and climate-related commitments where appropriate. Revisions to accounting estimates are recognised prospectively.

In the application of the Group's accounting policies, which are described in Note 3, management is of the opinion that there is no instance of application of judgement which is expected to have a significant effect on the amounts recognised in the financial statements, apart from those described below.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

2 BASIS OF PREPARATION (CONTINUED)

2.4 Use of estimates and judgements (continued)

Information about assumptions, judgements and estimation uncertainties at the reporting date that have a significant risk of resulting in a material adjustment to the carrying amounts of assets and liabilities within the next financial year are:

- Measurement of recoverable amounts relating to impairment

  The Group assesses whether there are any indicators of impairment for all non-financial assets at each reporting date. Goodwill is tested for impairment annually and at other times when such indications exist. The other non-financial assets, such as property, plant and equipment, intangible assets (excluding goodwill) and subsidiaries are tested for impairment when there are indicators that the carrying amounts may not be recoverable.

  Assessing the value-in-use requires the Group to make an estimate of the expected future cash flows from the CGU and applying an appropriate discount rate in order to calculate the present value of those cash flows. Actual cash flows will differ from these estimates as a result of differences between assumptions used and actual operations (see Note 5).

- Revenue recognition – Determining the performance obligations, stand-alone selling price ("SSP") and the amounts allocated to performance obligations

  Judgement is required to determine whether products and services qualify as separate performance obligations. Transaction price is allocated in proportion to the estimated SSP for each performance obligation at the inception of the contract. Therefore, management estimates the SSP of each performance obligation, especially those goods or services that are not regularly offered separately to customers. The Group establishes SSP using observable price or in the case observable price is not available, using estimation techniques. The SSP of material right depends on the probability of exercise, which considers historical exercise patterns. Change or absence of SSP of a performance obligation affects the amount of consideration allocated to each performance obligation. Variable considerations are allocated solely to the service component of the contract since they relate specifically to the effort to satisfy the service performance obligation.

  For managed service revenue contracts, significant judgements and estimates are made by the Group in the recognition and measurement of revenue from long term contracts.

2 BASIS OF PREPARATION (CONTINUED)

2.5 Changes in material accounting policies

New accounting standards and amendments

The Group has applied the following SFRS(I)s, amendments to and interpretations of SFRS(I) for the first time for the annual period beginning on 1 January 2024:

- Amendments to SFRS(I) 1-1 *Classification of Liabilities as Current or Non-current* and Amendments to SFRS(I) 1-1 *Non-current Liabilities with Covenants*
- Amendments to SFRS(I) 16 *Lease Liability in a Sale and Leaseback*
- Amendments to SFRS(I) 1-7 and SFRS(I) 7 *Supplier Finance Arrangement*

Other than the below, the application of these amendments to accounting standards and interpretations does not have a material effect on the financial statements.

Classification of Liabilities as Current or Non-current and Non-current Liabilities with Covenants

The Group has adopted *Classification of Liabilities as Current or Non-current (Amendments to SFRS(I) 1-1) and Non-current Liabilities with Covenants (Amendments to SFRS(I) 1-1)* from 1 January 2024. The amendments apply retrospectively. They clarify certain requirements for determining whether a liability should be classified as current or non-current and require new disclosures for non-current loan liabilities that are subject to covenants within 12 months after the reporting period (see note 16).

3 MATERIAL ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements, except as explained in Note 2.5, which addresses changes in material accounting policies.

The accounting policies have been applied consistently by Group entities.

3.1 Basis of consolidation

(i) Business combinations

The Group accounts for business combinations using the acquisition method when the acquired set of activities and assets meets the definition of a business and control is transferred to the Group (see note 3.1(ii)). In determining whether a particular set of activities and assets is a business, the Group assesses whether the set of assets and activities acquired includes, at a minimum, an input and substantive process and whether the acquired set has the ability to produce outputs.

The Group has an option to apply a 'concentration test' that permits a simplified assessment of whether an acquired set of activities and assets is not a business. The optional concentration test is met if substantially all of the fair value of the gross assets acquired is concentrated in a single identifiable asset or group of similar identifiable assets.

Any contingent consideration payable is recognised at fair value at the acquisition date and included in the consideration transferred. If the contingent consideration that meets the definition of a financial instrument is classified as equity, it is not remeasured and settlement is accounted for within equity. Otherwise, other contingent consideration is remeasured at fair value at each reporting date and subsequent changes to the fair value of the contingent consideration are recognised in income statement.

Non-controlling interests that are present ownership interests and entitle their holders to a proportionate share of the acquiree's net assets in the event of liquidation are measured either at fair value or at the non-controlling interests' proportionate share of the recognised amounts of the acquiree's identifiable net assets, at the date of acquisition. The measurement basis taken is elected on a transaction-by-transaction basis. All other non-controlling interests are measured at acquisition date at fair value, unless another measurement basis is required by SFRS(I)s.

Costs related to the acquisition, other than those associated with the issue of debt or equity securities, that the Group incurs in connection with a business combination are expensed as incurred.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.1 Basis of consolidation (continued)

(i) Business combinations (continued)

Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as transactions with owners in their capacity as owners and therefore no adjustments are made to goodwill and no gain or loss is recognised in the income statement. Adjustments to non-controlling interests arising from transactions that do not involve the loss of control are based on a proportionate amount of the net assets of the subsidiary.

(ii) Subsidiaries

Subsidiaries are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date that control commences until the date that control ceases.

The accounting policies of subsidiaries have been changed when necessary to align them with the policies adopted by the Group. Losses applicable to the non-controlling interests in a subsidiary are allocated to the non-controlling interests even if doing so causes the non-controlling interests to have a deficit balance.

(iii) Investments in associate and joint venture (equity-accounted investees)

Associate is an entity in which the Group has significant influence, but not control or joint control, over the financial and operating policies of these entities. Significant influence is presumed to exist when the Group holds 20% or more of the voting power of another entity. A joint venture is an arrangement in which the Group has joint control, whereby the Group has rights to the net assets of the arrangement, rather than rights to substantially all the economic benefits to its assets and obligations for its liabilities. Joint control is the contractually agreed sharing of control of an arrangement, which exists only when decisions about the relevant activities require unanimous consent of the parties sharing the control.

The investments in associate and joint venture are accounted for using the equity method. They are recognised initially at cost, which includes transaction costs. Subsequent to initial recognition, the consolidated financial statements include the Group's share of the income statement and other comprehensive income of equity-accounted investees, after adjustments to align the accounting policies with those of the Group, from the date that significant influence or joint control commences until the date that significant influence or joint control ceases.

When the Group's share of losses exceeds its interest in an equity-accounted investee, the carrying amount of the investment, together with any long-term interests that form part thereof, is reduced to zero, and the recognition of further losses is discontinued except to the extent that the Group has an obligation to fund the investee's operations or has made payments on behalf of the investee.

(iv) Transactions eliminated on consolidation

Intra-group balances and transactions, and any unrealised income and expenses (except for foreign currency transaction gains or losses) arising from intra-group transactions, are eliminated in preparing the consolidated financial statements.

Unrealised gains arising from transactions with equity-accounted investees are eliminated against the investment to the extent of the Group's interest in the investee. Unrealised losses are eliminated in the same way as unrealised gains, but only to the extent that there is no evidence of impairment.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.1 Basis of consolidation (continued)

(v) Written put option or forward purchase agreements with non-controlling interest

When an entity within the Group writes a put option or enters into a forward purchase agreement with the non-controlling shareholders as part of the acquisition of a subsidiary for settlement in cash or in another financial asset, a liability is recognised for the present value of the exercise price of the put option or forward price. This creates an obligation or potential obligation for the entity to purchase its subsidiary's equity instruments (constitutes the Group's own equity in the consolidated financial statements) for cash or another financial asset.

When the non-controlling shareholders still have present access to the returns associated with the underlying ownership interests, the Group has chosen an accounting policy in which the non-controlling shareholders continue to be recognised. Therefore, the present value of the liability is recognised in equity. Subsequent to initial recognition of the financial liability, changes in the carrying amount of the financial liability is recognised within equity (put option) and in the income statement (forward purchase agreement).

If the put option expires unexercised or is cancelled, then the charge to equity will be reversed and the financial liability will be derecognised. If the put option is exercised or when the forward is settled, then the charge to equity will be reversed and the financial liability will be derecognised.

(vi) Subsidiaries, associate and joint venture in the separate financial statements

Investments in subsidiaries, associate and joint venture are stated in the Company's statement of financial position at cost less accumulated impairment losses.

3.2 Foreign currencies

(i) Foreign currencies transactions

Transactions in foreign currencies are translated to the respective functional currencies of Group entities at exchange rates at the dates of the transactions. Monetary assets and liabilities denominated in foreign currencies at the reporting date are translated to the functional currency at the exchange rate at that date.

Non-monetary assets and liabilities denominated in foreign currencies that are measured at fair value are translated to the functional currency at the exchange rate at the date that the fair value was determined. Non-monetary items in a foreign currency that are measured in terms of historical cost are translated using the exchange rate at the date of the transaction.

Foreign currency differences arising on translation are recognised in the income statement, except for the differences arising on the translation of qualifying cash flow hedges to the extent the hedges are effective, which are recognised in other comprehensive income.

(ii) Foreign operations

The assets and liabilities of foreign operations, including goodwill and fair value adjustments arising on acquisition, are translated to Singapore dollars at exchange rates at the reporting date. The income and expenses of foreign operations are translated to Singapore dollars at the dates of the transactions.

Foreign currency translation differences are recognised in other comprehensive income and presented in the foreign currency translation reserve in equity. However, if the foreign operation is a non-wholly-owned subsidiary, then the relevant proportionate share of the translation difference is allocated to the non-controlling interests.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.3 Property, plant and equipment

(i) Recognition and measurement

Property, plant and equipment are stated at cost less accumulated depreciation and accumulated impairment losses.

Cost includes expenditure that is directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the cost of materials and direct labour, any other costs directly attributable to bringing the asset to a working condition for their intended use, and when the Group has an obligation to remove the asset or restore the site, an estimate of the costs of dismantling and removing the assets and restoring the site on which they are located, and capitalised borrowing costs.

When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate item (major components) of property, plant and equipment.

Gains or losses arising from the retirement or disposal of property, plant and equipment are determined as the difference between the estimated net disposal proceeds and the carrying amount of the asset and are recognised in the income statement on the date of retirement or disposal.

(ii) Subsequent costs

Subsequent expenditure relating to existing property, plant and equipment is added to the carrying amount of the asset when it is probable that future economic benefits, in excess of the originally assessed standard of performance of the existing asset, will flow to the Group and its cost can be measured reliably. The carrying amount of the replaced component is derecognised. The costs of the day-to-day servicing of property, plant and equipment are recognised in the income statement as incurred.

(iii) Depreciation

Depreciation is based on the cost of an asset less its residual value. Significant components of individual assets are assessed and if a component has a useful life that is different from the remainder of the asset, that component is depreciated separately.

Depreciation is recognised as an expense in the income statement on a straight-line basis over the estimated useful lives (or lease term, if shorter) of each part of an item of property, plant and equipment as follows:

Buildings	-	19 years to 42 years
Leasehold improvements	-	Shorter of lease term or 10 years
Network equipment and infrastructure	-	2 years to 15 years
Office equipment, computers and furniture and fittings	-	2 years to 10 years
Motor vehicles	-	5 years

Depreciation methods, useful lives and residual values are reviewed, and adjusted as appropriate, at the end of each reporting date.

No depreciation is provided on freehold property or in respect of property, plant and equipment under construction.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.4 Intangible assets

(i) Goodwill

Goodwill that arises upon the acquisition of subsidiaries is included in intangible assets.

Goodwill at the acquisition date represents the excess of:

- the fair value of the consideration transferred; plus
- the recognised amount of any non-controlling interests in the acquiree; plus
- if the business combination is achieved in stages, the fair value of the pre-existing equity interest in the acquiree,

over the net recognised amount (generally fair value) of the identifiable assets acquired and liabilities assumed.

When the excess is negative, a bargain purchase gain is recognised immediately in the income statement.

Goodwill is measured at cost less accumulated impairment losses. Goodwill is tested for impairment on an annual basis as described in Note 3.7(ii).

Goodwill that has previously been taken to the reserves is not taken to the income statement when the business is disposed of or the goodwill is impaired. Similarly, negative goodwill that has previously been taken to reserves is not taken to the income statement when the business is disposed.

In respect of associate and joint venture, the carrying amount of goodwill is included in the carrying amount of the investment, and an impairment loss on such an investment is not allocated to any asset, including goodwill, that forms part of the carrying amount of the associate and joint venture.

(ii) Telecommunications and spectrum licences

Telecommunications and spectrum licences costs incurred are measured at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised to the income statement using the straight-line method over the period of the licence, being 11 years to 20 years, commencing from the effective date of the licence.

(iii) Computer software

Computer software comprises software purchased from third parties, and also the cost of internally developed software. Computer software is stated at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised to the income statement using the straight-line method over their estimated useful lives of 2 years to 6 years.

Subsequent expenditure on capitalised intangible assets is added to the carrying value only when it increases the future economic benefits embodied in the specific asset to which it relates. All other expenditure is recognised in the income statement as incurred.

Computer software integral to a related item of equipment is accounted for as property, plant and equipment.

(iv) Deferred development costs

Deferred development activities involve a plan or design for the production of new or substantially improved products and processes. Deferred development expenditure is capitalised only if development costs can be measured reliably, the product or process is technically and commercially feasible, future economic benefits are probable, and the Group intends to and has sufficient resources to complete development and to use or sell the asset. The expenditure capitalised includes the cost of materials, direct labour, overhead costs that are directly attributable to preparing the asset for its intended use, and capitalised borrowing costs. Other development expenditure is recognised in the income statement as incurred.

Capitalised development expenditure is measured at cost less accumulated amortisation and accumulated impairment losses. These costs are amortised over 5 to 6 years.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.4 Intangible assets (continued)

(v) Customer contracts and relationships and brands

Customer contracts and relationships (including subscribers base) and brands are acquired in business combinations and carried at fair value at the date of acquisition, and amortised to the income statement using either the straight-line method over the estimated useful lives of 2 to 15 years, or when there is a high correlation with the revenue and margin to be generated, based on units of production method.

Amortisation methods, useful lives and residual values are reviewed at each financial year end and adjusted if appropriate.

3.5 Inventories

Inventories are measured at the lower of cost and net realisable value. The cost of goods held for resale is determined on the weighted average basis. Cost comprises all costs of purchase, costs of conversion and other costs incurred in bringing the inventories to their present location and condition. In the case of manufactured inventories and work-in-progress, cost includes an appropriate share of production overheads based on normal operating capacity.

Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs necessary to make the sale. Allowance for obsolescence is made for all deteriorated, damaged, obsolete and slow-moving inventories.

3.6 Financial instruments

(i) Recognition and initial measurement

Non-derivative financial instruments

Non-derivative financial instruments comprise investments in equity securities, trade and other receivables (including amounts due from related parties), cash and cash equivalents, trade and other payables (including amounts due to related parties), lease liabilities and borrowings.

Trade receivables are initially recognised when they are originated. All other financial assets and financial liabilities are initially recognised when the Group becomes a party to the contractual provisions of the instrument.

A financial asset (unless it is a trade receivable without a significant financing component) or financial liability is initially measured at fair value plus, for an item not at fair value through profit or loss ("FVTPL"), transaction costs that are directly attributable to its acquisition or issue. A trade receivable without a significant financing component is initially measured at the transaction price.

(ii) Classification and subsequent measurement

Non-derivative financial assets

On initial recognition, a financial asset is classified as measured at amortised cost and equity investments at FVOCI.

Financial assets are not reclassified subsequent to their initial recognition unless the Group changes its business model for managing financial assets, in which case all affected financial assets are reclassified on the first day of the first reporting period following the change in the business model.

The Group makes an assessment of the objective of the business model in which a financial asset is held at a portfolio level because this best reflects the way the business is managed and information is provided to management.

Transfers of financial assets to third parties in transactions that do not qualify for derecognition are not considered sales for this purpose, consistent with the Group's continuing recognition of the assets.

For the purposes of this assessment, 'principal' is defined as the fair value of the financial asset on initial recognition. 'Interest' is defined as consideration for the time value of money and for the credit risk associated with the principal amount outstanding during a particular period of time and for other basic lending risks and costs (e.g. liquidity risk and administrative costs), as well as a profit margin.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(ii) Classification and subsequent measurement (continued)

Non-derivative financial assets (continued)

In assessing whether the contractual cash flows are solely payments of principal and interest, the Group considers the contractual terms of the instrument. This includes assessing whether the financial asset contains a contractual term that could change the timing or amount of contractual cash flows such that it would not meet this condition.

The determination of classification at initial recognition and subsequent measurement into each of the measurement categories are as described below.

(a) Financial assets at amortised cost

A financial asset is measured at amortised cost if it meets both of the following conditions and is not designated as at FVTPL:

- it is held within a business model whose objective is to hold assets to collect contractual cash flows; and
- its contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

These assets are subsequently measured at amortised cost using the effective interest method. The amortised cost is reduced by loss allowances. Interest income, foreign exchange gains and losses and loss allowances are recognised in the income statement. Any gain or loss on derecognition is recognised in the income statement.

(b) Equity investments at FVOCI

On initial recognition of an equity investment that is not held-for-trading, the Group may irrevocably elect to present subsequent changes in the investment's fair value in other comprehensive income. This election is made on an investment-by-investment basis.

These assets are subsequently measured at fair value. Dividends are recognised as income in the income statement unless the dividend clearly represents a recovery of part of the cost of the investment. Other net gains and losses are recognised in other comprehensive income and are never reclassified to the income statement. On de-recognition, cumulative gains and losses recognised in other comprehensive income are transferred to retained profits.

Non-derivative financial liabilities

Financial liabilities are classified as measured at amortised cost or FVTPL. A financial liability is classified as FVTPL if it is classified as held-for-trading or it is designated as such on initial recognition. Financial liabilities at FVTPL are measured at fair value and net gains and losses, including any interest expense, are recognised in income statement. Directly attributable transaction costs are recognised in the income statement as incurred.

Other financial liabilities are initially measured at fair value less directly attributable transaction costs. They are subsequently measured at amortised cost using the effective interest method. Interest expense and foreign exchange gains and losses are recognised in income statement.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(iii) Derecognition

Financial assets are derecognised when the Group's contractual rights to the cash flows from the financial assets expire or if the Group transfers the financial asset to another party without retaining control or transfers substantially all the risks and rewards of ownership of the asset. On disposal of a financial asset, the difference between the sale proceeds and the carrying amount is recognised in the income statement. Any amount in the fair value reserve relating to that asset is reclassified to the income statement.

Financial liabilities are derecognised if the Group's obligations specified in the contract expire or are discharged or cancelled. The Company also derecognises a financial liability when its terms are modified and the cash flows of the modified liability are substantially different, in which case a new financial liability based on the modified terms is recognised at fair value.

On derecognition of a financial liability, the difference between the carrying amount extinguished and the consideration paid (including any non-cash assets transferred or liabilities assumed) is recognised in the income statement.

(iv) Offsetting

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when, and only when, the Group currently has a legally enforceable right to offset the amounts and intends either to settle them on a net basis or to realise the asset and settle the liability simultaneously.

(v) Cash and cash equivalents

Cash and cash equivalents comprise cash balances, short-term deposits with financial institutions with maturities of three months or less, and bank overdrafts. For the purpose of presentation in the consolidated cash flow statement, cash and cash equivalents are presented net of bank overdrafts which are repayable on demand and that form an integral part of the Group's cash management.

(vi) Derivative financial instruments and hedge accounting

Derivatives may be embedded in another contractual arrangement (a host contract). The Group accounts for an embedded derivative separately from the host contract when:

- the host contract is not an asset in the scope of SFRS(I) 9;
- the host contract is not itself carried at FVTPL;
- the terms of the embedded derivative would meet the definition of a derivative if they were contained in a separate contract; and
- the economic characteristics and risks of the embedded derivative are not closely related to the economic characteristics and risks of the host contract.

The Group has a sustainability-linked loan that includes feature that changes contractual cash flows based on the Group meeting the specified CDP Climate Change Score. The Group has determined that the variability in cash flows linked to the Group's sustainability performance target is a non-financial variable specific to the party to the contract, and therefore, in accordance with the Group's accounting policy the feature fails the definition of a derivative. Accordingly, the feature is not separated. Instead, it is included in the calculation of the effective interest rate of the loan.

The Group holds derivative financial instruments to hedge its risk exposures to foreign exchange rates and electricity prices. Embedded derivatives are separated from the host contract and accounted for separately if the host contract is not a financial asset and certain criteria are met.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(vi) Derivative financial instruments and hedge accounting (continued)

Derivatives are initially measured at fair value and any directly attributable transaction costs are recognised in the income statement as incurred. Subsequent to initial recognition, derivatives are measured at fair value, and changes therein are generally recognised in the income statement.

The Group designates certain derivatives and non-derivative financial instruments as hedging instruments in qualifying hedging relationships. At inception of designated hedging relationships, the Group documents the risk management objective and strategy for undertaking the hedge. The Group also documents the economic relationship between the hedged item and the hedging instrument, including whether the changes in cash flows of the hedged item and hedging instrument are expected to offset each other.

Cash flow hedges

The Group designates certain derivatives as hedging instruments to hedge the variability in cash flows associated with highly probable forecast transactions arising from changes in foreign exchange rates and electricity prices.

When a derivative is designated as a cash flow hedging instrument, the effective portion of changes in the fair value of the derivative is recognised in other comprehensive income and accumulated in the hedging reserve. The effective portion of changes in the fair value of the derivative that is recognised in other comprehensive income is limited to the cumulative change in fair value of the hedged item, determined on a present value basis, from inception of the hedge. Any ineffective portion of changes in the fair value of the derivative is recognised immediately in the income statement.

The Group designates only the change in fair value of the spot element of forward exchange contracts and energy contract as the hedging instrument in cash flow hedging relationships.

For forward exchange contracts, the Group determines the existence of an economic relationship between the hedging instrument and hedged item based on the currency, amount and timing of their respective cash flows. The Group assess whether the derivative designated in each hedging relationship is expected to be and has been effective in offsetting changes in cash flows of the hedged item using the hypothetical derivative method.

In these hedge relationships, the main sources of ineffectiveness are the effect of the counterparty and the Group's own credit risk on the fair value of the forward foreign exchange contracts, which is not reflected in the change in the fair value of the hedged cash flows attributable to the change in exchange rates; and changes in the timing of the hedged transactions.

For hedged forecast transactions that do not subsequently result in the recognition of a non-financial item, the amount accumulated in the hedging reserve and the cost of hedging reserve is reclassified to income statement in the same period or periods during which the hedged expected future cash flows affect income statement.

(vii) Share capital

Ordinary shares

Ordinary shares are classified as equity. Incremental costs directly attributable to the issue of ordinary shares are recognised as a deduction from equity, net of any tax effects.

Repurchase, disposal and reissue of share capital (treasury shares)

When share capital recognised as equity is repurchased, the amount of the consideration paid, which includes directly attributable costs, net of any tax effects, is recognised as a deduction from equity. Repurchased shares are classified as treasury shares and are presented in the reserve for own share account. When treasury shares are sold or reissued subsequently, the amount received is recognised as an increase in equity, and the resulting surplus or deficit on the transaction is presented in non-distributable capital reserve.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.6 Financial instruments (continued)

(viii) Perpetual capital securities

The Group's perpetual securities do not have a maturity date, and the Company is able to elect to defer making a distribution subject to the terms and conditions of the securities issue. Accordingly, the Company is not considered to have a contractual obligation to make principal repayments or distributions in respect of its perpetual capital securities issue. The perpetual securities are presented within equity. Discretionary dividends thereon are recognised as equity distributions on approval by the Company's shareholders. Costs directly attributable to the issue of the perpetual capital securities are deducted against the proceeds from the issue.

(ix) Intra-group financial guarantee in the separate financial statements

Financial guarantee is financial instrument issued by the Company that require the issuer to make specified payments to reimburse the holder for the loss it incurs because a specified debtor fails to meet payment when due in accordance with the original or modified terms of a debt instrument.

Financial guarantee issued is initially measured at fair value. Subsequently, it is measured at the higher of the loss allowance determined in accordance with SFRS(I) 9 and the amount initially recognised less, when appropriate, the cumulative amount of income recognised in accordance with the principles of SFRS(I) 15.

ECLs are a probability-weighted estimate of credit losses. ECLs are measured for financial guarantee issued as the expected payments to reimburse the holder less any amounts that the Company expects to recover.

3.7 Impairment

(i) Non-derivative financial assets and contract assets

The Group recognises loss allowances for ECL on financial assets measured at amortised cost, contract assets and intra-group financial guarantee contract ("FGC").

Loss allowances of the Group are measured on either of the following bases:

- 12-month ECLs: these are ECLs that result from default events that are possible within the 12 months after the reporting date (or for shorter period if the expected life of the instrument is less than 12 months); or
- Lifetime ECLs: these are ECLs that result from all possible default events over the expected life of a financial instrument or contract assets.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.7 Impairment (continued)

(i) Non-derivative financial assets and contract assets (continued)

Simplified approach

The Group applies the simplified approach to provide for ECLs for all trade receivables and contract assets. The simplified approach requires the loss allowance to be measured at an amount equal to lifetime ECLs.

General approach

The Group applies the general approach to provide for ECLs on all other financial instruments. Under the general approach, the loss allowance is measured at an amount equal to 12-month ECLs at initial recognition.

At each reporting date, the Group assesses whether the credit risk of a financial instrument has increased significantly since initial recognition. When credit risk has increased significantly since initial recognition, loss allowance is measured at an amount equal to lifetime ECLs.

When determining whether the credit risk of a financial asset has increased significantly since initial recognition and when estimating ECLs, the Group considers reasonable and supportable information that is relevant and available without undue cost or effort. This includes both quantitative and qualitative information and analysis, based on the Group's historical experience and informed credit assessment and includes forward-looking information.

If credit risk has not increased significantly since initial recognition or if the credit quality of the financial instruments improves such that there is no longer a significant increase in credit risk since initial recognition, loss allowance is measured at an amount equal to 12-month ECLs.

The Group considers a financial asset to be in default when the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held) or the financial asset is more than 360 days past due.

The Group considers a contract asset to be in default when the customer is unlikely to pay its contractual obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held).

The maximum period considered when estimating ECLs in the maximum contractual period over which the Group is exposed to credit risk.

Measurement of ECLs

ECLs are probability-weighted estimates or credit losses. Credit losses are measured at the present value of all cash shortfalls (i.e. the difference between the cash flows due to the entity in accordance with the contract and the cash flows that the Group expects to receive). ECLs are discounted at the effective interest rate of the financial asset.

Credit-impaired financial assets

At each reporting date, the Group assesses whether financial assets carried at amortised cost are credit-impaired. A financial asset is 'credit-impaired' when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable data:

- significant financial difficulty of the borrower or issuer;
- breach of contract such as a default;
- the restructuring of a loan or advance by the Group on terms that the Group would not consider otherwise; or
- it is probable that the borrower will enter bankruptcy or other financial reorganisation.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.7 Impairment (continued)

(i) Non-derivative financial assets and contract assets (continued)

Presentation of allowance for ECLs in the statement of financial position

Loss allowances for financial assets measured at amortised cost and contract assets are deducted from the gross carrying amount of these assets.

Loss allowances for FGC are recognised as financial liability to the extent that they exceed the initial carrying amount of the FGC less the cumulated income recognised.

Write-off

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Group determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off. However, financial assets that are written off could still be subject to enforcement activities in order to comply with the Group's procedures for recovery of amounts due.

(ii) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than inventories, contract assets and deferred tax assets, are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated. For goodwill, and intangible assets that have indefinite useful lives or that are not yet available for use, the recoverable amount is estimated each year at the same time. An impairment loss is recognised if the carrying amount of an asset or its related cash-generating unit ("CGU") exceeds its estimated recoverable amount.

The recoverable amount of an asset or its CGU is the greater of its value-in-use and its fair value less costs of disposal. In assessing value-in-use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset or CGU. For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or CGUs. For the purpose of goodwill impairment testing, CGUs to which goodwill has been allocated are aggregated so that the level at which impairment testing is performed reflects the lowest level within the Group at which goodwill is monitored for internal reporting purposes. Goodwill acquired in a business combination is allocated to groups of CGUs that are expected to benefit from the synergies of the combination.

Impairment losses recognised in the income statement in respect of CGU are allocated first to reduce the carrying amount of any goodwill allocated to the CGU (group of units) and then, to reduce the carrying amount of other assets in the CGU (group of units) on a *pro rata* basis.

An impairment loss in respect of goodwill is not reversed. In respect of other assets, impairment losses recognised in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised. All reversals of impairment are recognised in the income statement.

An impairment loss in respect of an associate or joint venture is measured by comparing the recoverable amount of the investment with its carrying amount in accordance with the requirements for non-financial assets. An impairment loss is recognised in profit or loss. An impairment loss is reversed if there has been a favourable change in the estimates used to determine the recoverable amount and only to the extent that the recoverable amount increases.

Goodwill that forms part of the carrying amount of an investment in an associate or joint venture is not recognised separately, and therefore is not tested for impairment separately. Instead, the entire amount of the investment is tested for impairment as a single asset when there is objective evidence that the investment may be impaired.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.8 Non-current assets held for sale

Non-current assets, or disposal groups comprising assets and liabilities, that are highly probable to be recovered primarily through sale rather than through continuing use, are classified as held for sale. Immediately before classification as held for sale, the assets, or components of a disposal group, are remeasured in accordance with the Group's accounting policies. Thereafter, the assets, or disposal group, classified as held for sale are generally measured at the lower of their carrying amount and fair value less costs to sell.

Any impairment loss on a disposal group is first allocated to goodwill, and then to remaining assets and liabilities on *pro rata* basis, except that no loss is allocated to financial assets, deferred tax assets and employee benefit assets which continue to be measured in accordance with the Group's accounting policies. Impairment losses on initial classification as held for sale and subsequent gains or losses on remeasurement are recognised in profit or loss. Gains are not recognised in excess of any cumulative impairment loss.

Intangible assets and property, plant and equipment once classified as held for sale are not amortised or depreciated.

3.9 EMPLOYEE BENEFITS

(i) Share-based payment

Performance Share Plans and Restricted Stock Plans

The Performance Share Plans and the Restricted Stock Plans are accounted as equity-settled share-based payments. Equity-settled share-based payments are measured at fair value at the date of grant. The share-based expense is amortised and recognised in the income statement on a straight-line basis over the vesting period. At each reporting date, the Company revises its estimates of the number of shares that the participating employees and directors are expected to receive based on non-market vesting conditions. The difference is charged or credited to the income statement, with a corresponding adjustment to equity.

(ii) Defined contribution plans

Obligations for contributions to defined contribution plans are recognised as an employee benefit expense in the income statement in the periods during which related service are rendered by employees.

(iii) Other short-term benefits

Short-term employee benefit obligations are measured on an undiscounted basis and are expensed as the related service is provided.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.10 Revenue recognition

Revenue comprises fees earned from telecommunications services, managed services, system integration and solution projects, broadband access, entertainment, related advertising space and sales of equipment. Revenue is recognised to the extent that it is probable that the economic benefits will flow to the Group and the revenue can be reliably measured. The amount of revenue recognised is the amount of the transaction price allocated to the satisfied performance obligations.

Transaction price is the amount of consideration in the contract to which the Group expects to be entitled in exchange for transferring the promised goods or services. The transaction price may be fixed or variable and is adjusted for time value of money if the contract includes a significant financing component. Consideration payable to a customer is deducted from the transaction price if the Group does not receive a separate identifiable benefit from the customer.

Revenue is recognised in the income statement as follows:

- Revenue from bundled products and services is recognised either at a point in time or over time based on the SSP allocated to the individual elements of the bundled products at contract inception. Invoices are issued on a monthly basis and are payable within 14 days.

- Revenue from telecommunications, broadband and cable television services and advertising space is recognised over time when such services are rendered. Revenue billed in advance of the rendering of services is deferred and presented in the statement of financial position as contract liability. Invoices for telecommunications, broadband and cable television services are issued on a monthly basis and are payable within 14 days. Invoices for advertising space are issued when services have been performed and are payable within 30 days.

- Revenue from sales of pre-paid phone cards for which services have not been rendered is deferred and presented in the statement of financial position as contract liability. Revenue is recognised over time upon usage of the pre-paid phone cards and upon expiry, any unutilised value of the cards is taken to the income statement. Payment is due when the cards are delivered to customers.

- Revenue from sales of equipment is recognised at a point in time when control of the equipment has been transferred, being at the point of delivery and acceptance of the equipment sold. Delivery occurs when the goods have been shipped to the customer's specified location. When the customer initially purchases the goods online, the transaction price received by the Group is recognised as a contract liability until the goods have been delivered to the customer. Payment is due when the equipment is delivered to customers.

- Revenue from managed services, system integration and solution projects are recognised based on the proportion of contract costs incurred for work performed to date relative to the estimated total contract costs, multiplied by the total estimated contract revenue. Management considers that this input method is an appropriate measure of the progress towards complete satisfaction of these performance obligations under SFRS(I) 15. The Group becomes entitled to invoice customers based on achieving a series of performance-related milestones. When a particular milestone is reached, the customer is sent a relevant statement of work and an invoice for the related milestone payment which is due within 14 to 30 days. The Group will previously have recognised a contract asset for any work performed. Any amount previously recognised as a contract asset is reclassified to trade receivables at the point at which it is invoiced to the customer. If the milestone payment exceeds the revenue recognised to date, then the Group recognises a contract liability for the difference. This is not considered to be a significant financing component in construction contracts with customers as the period between the recognition of revenue and the milestone payment is always less than one year.

Any difference between the revenue recognised in relation to the satisfied performance obligation and the amount of consideration received or receivable is presented either as contract asset or contract liability. Contract asset represents the Group's right to consideration, excluding any amount presented as trade receivable, in exchange for the goods or services transferred to customers. Contract liability, on the other hand represents the Group's obligation to transfer goods and services to a customer for which the Group has received consideration from the customer.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.10 Revenue recognition (continued)

Variable consideration

Certain contracts with customers include variable considerations like right of return, trade discounts or rebates. Currently, the Group recognises revenue from the sale of goods measured at the fair value of the consideration received or receivable, net of returns and allowance, trade discounts and certain rebates. Under SFRS(I) 15, such provisions will be estimated at contract inception and at every reporting period, adjusted against revenue.

Material right

Under SFRS(I) 15, options to acquire additional goods or services represent separate performance obligations if they provide the customer a material right that the customer would not otherwise receive. In these cases, revenue from the contract is deferred and recognised when future goods and services are transferred or when the option expires. The transaction price is allocated to performance obligations (including the option) based on relative SSP.

Contract modification

Changes in scope or price (or both) of a contract that is approved by parties to the contract are contract modifications. SFRS(I) 15 prescribes the treatments of contract modifications depending on the attributes of the modification and the remaining goods and/or services.

Contract cost

SFRS(I) 15 requires the incremental costs of obtaining or fulfilling a contract to be recognised as an asset if the entity expects to recover those costs. Those incremental costs are limited to the costs that the entity would not have incurred if the contract had not been successfully obtained. The Group has applied the practical expedient, where the incremental costs of obtaining a contract is expensed if the associated amortisation period is 12 months or less.

3.11 Finance income and costs

Finance income comprises interest income, which is recognised using the effective interest method.

Finance costs comprise interest expense and similar charges. They are recognised in the income statement using the effective interest method, except to the extent that they are capitalised as being directly attributable to the acquisition, construction or production of an asset which necessarily takes a substantial period of time to prepare for its intended use or sale.

3.12 Government grants

Government grants received, which are designated for the purchase of property, plant and equipment, are accreted to the income statement on a straight-line basis over the estimated useful lives of the related assets, so as to match the related depreciation expense.

Government grants received, which are designated for operating expenditure, are recognised on a systematic basis in the income statement over the periods necessary to match the related cost which they are intended to compensate.

Other government grants are recognised in the income statement when there is reasonable assurance that the Group has complied with the attached conditions and the amount will be received.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.13 Leases

At inception of a contract, the Group assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

As a lessee

At commencement or on modification of a contract that contains a lease component, the Group capitalises only the consideration attributable to lease components.

The Group recognises a right-of-use asset and a lease liability at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease term or the cost of the right-of-use asset reflects that the Group will exercise a purchase option. In that case the right-of-use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as those of property and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The right-of-use asset is subsequently stated at cost less accumulated depreciation and impairment losses.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, the Group uses its incremental borrowing rate as the discount rate.

The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise the following:

- fixed payments, including in-substance fixed payments; and
- variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if the Group changes its assessment of whether it will exercise an extension or termination option or if there is a revised in-substance fixed lease payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

Short-term leases and leases of low-value assets

The Group has elected not to recognise right-of-use assets and lease liabilities for leases of low-value assets and short-term leases, including IT equipment. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.14 Income taxes

Income taxes comprise current tax and deferred tax. Income taxes are recognised in the income statement except to the extent that it relates to items recognised directly in equity, or in other comprehensive income.

The Group has determined that interest and penalties related to income taxes, including uncertain tax treatments, do not meet the definition of income taxes, and therefore accounted for them under SFRS (I) 1-37 *Provisions, Contingent Liabilities and Contingent Assets*.

Current tax is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years. The amount of current tax payable or receivable is the best estimate of the tax amount expected to be paid or received that reflects uncertainty related to income taxes, if any.

Current tax assets and liabilities are offset only if certain criteria are met.

Deferred tax is recognised in respect of temporary differences at the balance sheet date arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. Deferred tax assets and liabilities are not recognised for:

- temporary differences on the initial recognition of assets or liabilities in a transaction that affects neither accounting nor taxable profit or loss;
- temporary differences relating to investments in subsidiaries and associate to the extent that the Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future; and
- taxable temporary differences on the initial recognition of goodwill

Deferred tax is provided based on the expected realisation or settlement of the temporary differences, using tax rates enacted or substantively enacted at the reporting date.

A deferred tax asset is recognised only to the extent that it is probable that future taxable profit will be available against which the temporary differences can be utilised. Future taxable profits are determined based on the reversal of relevant taxable temporary differences. If the amount of taxable temporary differences is insufficient to recognise a deferred tax asset in full, then future taxable profits, adjusted for reversals of existing temporary differences, are considered, based on the business plans for individual subsidiaries in the Group. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised.

Global minimum top-up tax

The Group has determined that the global minimum top-up tax – which it is required to pay under Pillar Two legislation – is an income tax in the scope of SFRS(I) 1-12. The Group has applied a temporary mandatory relief from deferred tax accounting for the impacts of the top-up tax and accounts for it as a current tax when it is incurred.

3.15 Dividends

Interim dividends to the Company's shareholders are recognised in the financial year in which they are declared payable. Final dividends to the Company's shareholders are recognised in the financial year in which the dividends are approved by the shareholders.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

3 MATERIAL ACCOUNTING POLICIES (CONTINUED)

3.16 Segment reporting

An operating segment is a component of the Group that engages in business activities from which it may earn revenues and incur expenses, including revenues and expenses that relate to transactions with any of the Group's other component. Segment information is presented based on the information reviewed by chief operating decision maker ("CODM") for performance assessment and resource allocation.

3.17 New accounting standards and interpretations not yet adopted

A number of new standards, interpretations and amendments to standards are effective for annual periods beginning after 1 January 2024 and earlier application is permitted; however, the Group has not early adopted the new or amended standards in preparing these financial statements.

(i) SFRS(I) 18 Presentation and Disclosure in Financial Statements

SFRS(I) 18 will replace SFRS(I) 1-1 Presentation of Financial Statements and applies for annual reporting periods beginning on or after 1 January 2027. The new standard introduces the following key new requirements.

- Entities are required to classify all income and expenses into five categories in the statement of profit or loss, namely the operating, investing, financing, discontinued operations and income tax categories. Entities are also required to present a newly-defined operating profit subtotal. Entities' net profit will not change.
- Management-defined performance measures (MPMs) are disclosed in a single note in the financial statements.
- Enhanced guidance is provided on how to group information in the financial statements.

In addition, all entities are required to use the operating profit subtotal as the starting point for the statement of cash flows when presenting operating cash flows under the indirect method. The Group is still in the process of assessing the impact of the new standard, particularly with respect to the structure of the Group's statement of profit or loss, the statement of cash flows and the additional disclosures required for MPMs. The Group is also assessing the impact on how information is grouped in the financial statements, including for items currently labelled as other.

(ii) Other accounting standards

The following amendments to SFRS(I)s are not expected to have a significant impact on the Group's consolidated financial statements and the Company's statement of financial position:

- Amendments to SFRS(I) 1-21: *Lack of Exchangeability*
- *Classification and Measurement of Financial Instruments (Amendments to SFRS(I) 9 and SFRS(I) 7)*
- *Annual Improvements to SFRS(I)s—Volume 11*
- *SFRS(I) 19: Subsidiaries without Public Accountability: Disclosures*
- Amendments to SFRS(I) 10 and SFRS(I) 1-28: *Sales or Contribution of Assets between an Investor and its Associate or Joint Venture*

4 PROPERTY, PLANT AND EQUIPMENT

Group	Freehold property $m	Buildings $m	Leasehold improvements $m	Network equipment and infrastructure $m	Office equipment, computers and furniture and fittings $m	Motor vehicles $m	Construction in progress $m	Total $m
Cost								
At 1 January 2023	1.7	45.9	41.2	2,507.8	204.3	4.8	170.4	2,976.1
Additions	–	–	1.6	7.2	43.9	0.1	67.6	120.4
Transfers	–	–	0.7	43.4	0.3	–	(44.4)	–
Reclassification to assets held for sale (Note 19)	–	(4.2)	(0.4)	(0.1)	(1.9)	–	(0.2)	(6.8)
Disposals/Write-offs	–	–	(0.8)	(42.2)	(8.9)	(0.1)	–	(52.0)
Translation	–	–	(0.4)	–	(1.5)	–	–	(1.9)
At 31 December 2023	1.7	41.7	41.9	2,516.1	236.2	4.8	193.4	3,035.8
At 1 January 2024	**1.7**	**41.7**	**41.9**	**2,516.1**	**236.2**	**4.8**	**193.4**	**3,035.8**
Additions	**–**	**–**	**0.7**	**9.2**	**13.4**	**–**	**146.4**	**169.7**
Acquisition through business combination	**–**	**–**	**–**	**–**	**0.7**	**–**	**–**	**0.7**
Transfers	**–**	**–**	**3.2**	**259.2**	**–**	**–**	**(262.4)**	**–**
Disposals/Write-offs	**–**	**–**	**(1.2)**	**(149.2)**	**(18.5)**	**(0.1)**	**(13.5)**	**(182.5)**
Translation	**–**	**–**	**0.4**	**–**	**1.1**	**–**	**–**	**1.5**
At 31 December 2024	**1.7**	**41.7**	**45.0**	**2,635.3**	**232.9**	**4.7**	**63.9**	**3,025.2**
Accumulated depreciation and impairment losses								
At 1 January 2023	–	8.9	32.8	2,114.9	170.4	4.2	13.5	2,344.7
Charge for the year	–	1.3	2.9	111.1	21.5	0.4	–	137.2
Reclassification to assets held for sale (Note 19)	–	(0.5)	–	(0.1)	(0.7)	–	–	(1.3)
Disposals/Write-offs	–	–	(0.8)	(42.1)	(9.7)	(0.1)	–	(52.7)
At 31 December 2023	–	9.7	34.9	2,183.8	181.5	4.5	13.5	2,427.9
At 1 January 2024	**–**	**9.7**	**34.9**	**2,183.8**	**181.5**	**4.5**	**13.5**	**2,427.9**
Charge for the year	**–**	**1.3**	**2.5**	**117.0**	**21.8**	**0.2**	**–**	**142.8**
Disposals/Write-offs	**–**	**–**	**(1.2)**	**(149.2)**	**(17.8)**	**(0.1)**	**(13.5)**	**(181.8)**
Translation	**–**	**–**	**0.1**	**0.2**	**1.5**	**–**	**–**	**1.8**
At 31 December 2024	**–**	**11.0**	**36.3**	**2,151.8**	**187.0**	**4.6**	**–**	**2,390.7**
Carrying amount								
At 1 January 2023	1.7	37.0	8.4	392.9	33.9	0.6	156.9	631.4
At 31 December 2023	1.7	32.0	7.0	332.3	54.7	0.3	179.9	607.9
At 31 December 2024	**1.7**	**30.7**	**8.7**	**483.5**	**45.9**	**0.1**	**63.9**	**634.5**

Staff costs capitalised in construction in progress for the Group during the year amounted to $2.8 million (2023: $2.5 million).

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

4 PROPERTY, PLANT AND EQUIPMENT (CONTINUED)

Company	Buildings $m	Leasehold improvements $m	Network equipment and infrastructure $m	Office equipment, computers and furniture and fittings $m	Motor vehicles $m	Construction in progress $m	Total $m
Cost							
At 1 January 2023	41.7	30.2	1,211.8	124.4	2.0	41.9	1,452.0
Additions	–	–	–	34.2	–	17.9	52.1
Transfers	–	0.2	22.1	–	–	(22.3)	–
Disposals/Write-offs	–	–	(29.7)	(1.5)	(0.1)	–	(31.3)
At 31 December 2023	41.7	30.4	1,204.2	157.1	1.9	37.5	1,472.8
At 1 January 2024	**41.7**	**30.4**	**1,204.2**	**157.1**	**1.9**	**37.5**	**1,472.8**
Additions	**–**	**–**	**5.5**	**7.0**	**–**	**91.9**	**104.4**
Transfers	**–**	**3.2**	**72.9**	**–**	**–**	**(76.1)**	**–**
Disposals/Write-offs	**–**	**(1.1)**	**(34.4)**	**(5.8)**	**–**	**–**	**(41.3)**
At 31 December 2024	**41.7**	**32.5**	**1,248.2**	**158.3**	**1.9**	**53.3**	**1,535.9**
Accumulated depreciation and impairment losses							
At 1 January 2023	8.5	28.8	953.6	114.1	1.6	–	1,106.6
Charge for the year	1.2	1.0	58.8	10.6	0.3	–	71.9
Disposals/Write-offs	–	–	(29.7)	(1.5)	(0.1)	–	(31.3)
At 31 December 2023	9.7	29.8	982.7	123.2	1.8	–	1,147.2
At 1 January 2024	**9.7**	**29.8**	**982.7**	**123.2**	**1.8**	**–**	**1,147.2**
Charge for the year	**1.2**	**0.6**	**60.6**	**12.2**	**0.1**	**–**	**74.7**
Disposals/Write-offs	**–**	**(1.1)**	**(34.4)**	**(5.8)**	**–**	**–**	**(41.3)**
At 31 December 2024	**10.9**	**29.3**	**1,008.9**	**129.6**	**1.9**	**–**	**1,180.6**
Carrying amount							
At 1 January 2023	33.2	1.4	258.2	10.3	0.4	41.9	345.4
At 31 December 2023	32.0	0.6	221.5	33.9	0.1	37.5	325.6
At 31 December 2024	**30.8**	**3.2**	**239.3**	**28.7**	**–**	**53.3**	**355.3**

5 INTANGIBLE ASSETS

Group	Telecom-munications and spectrum licences $m	Computer software, deferred development and development expenditure $m	Software in development $m	Goodwill $m	Brands and customer contracts and relationships $m	Total $m
Cost						
At 1 January 2023	332.9	549.3	17.3	500.1	122.3	1,521.9
Additions	–	–	48.0	–	–	48.0
Transfers	–	19.8	(19.8)	–	–	–
Disposals/Write-offs	–	(0.5)	–	–	–	(0.5)
Reclassification to assets held for sale (Note 19)	–	(3.9)	–	(25.8)	(33.4)	(63.1)
Translation	–	(1.0)	–	(3.6)	(1.1)	(5.7)
At 31 December 2023	332.9	563.7	45.5	470.7	87.8	1,500.6
At 1 January 2024	**332.9**	**563.7**	**45.5**	**470.7**	**87.8**	**1,500.6**
Additions	**–**	**1.9**	**47.1**	**–**	**–**	**49.0**
Acquisition through business combination	**–**	**0.7**	**–**	**4.7**	**1.6**	**7.0**
Transfers	**–**	**72.0**	**(72.0)**	**–**	**–**	**–**
Disposals/Write-offs	**–**	**(159.0)**	**(0.2)**	**–**	**–**	**(159.2)**
Translation	**–**	**0.8**	**–**	**2.9**	**0.8**	**4.5**
At 31 December 2024	**332.9**	**480.1**	**20.4**	**478.3**	**90.2**	**1,401.9**
Accumulated amortisation and impairment losses						
At 1 January 2023	198.2	457.2	–	15.2	41.9	712.5
Charge for the year	14.9	39.4	–	–	14.7	69.0
Impairment loss	–	–	–	16.6	–	16.6
Reclassification to assets held for sale (Note 19)	–	(2.3)	–	(16.6)	(30.9)	(49.8)
Disposals/Write-offs	–	(0.5)	–	–	–	(0.5)
Translation	–	(0.7)	–	(0.8)	(0.6)	(2.1)
At 31 December 2023	213.1	493.1	–	14.4	25.1	745.7
At 1 January 2024	**213.1**	**493.1**	**–**	**14.4**	**25.1**	**745.7**
Charge for the year	**14.9**	**39.2**	**–**	**–**	**8.5**	**62.6**
Disposals/Write-offs	**–**	**(158.8)**	**–**	**–**	**–**	**(158.8)**
Translation	**–**	**0.6**	**–**	**0.8**	**0.4**	**1.8**
At 31 December 2024	**228.0**	**374.1**	**–**	**15.2**	**34.0**	**651.3**
Carrying amount						
At 1 January 2023	134.7	92.1	17.3	484.9	80.4	809.4
At 31 December 2023	119.8	70.6	45.5	456.3	62.7	754.9
At 31 December 2024	**104.9**	**106.0**	**20.4**	**463.1**	**56.2**	**750.6**

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

5 INTANGIBLE ASSETS (CONTINUED)

Impairment loss

(i) Impairment testing for CGUs containing significant goodwill

For the purposes of impairment testing, goodwill has been allocated to respective CGUs, which represents the lowest level within the Group at which goodwill is monitored. The carrying amount of the Group's goodwill as at 31 December 2024 are attributable to the respective CGUs.

Group	2024 $m	2023 $m
Telco	**220.4**	220.4
Ensign	**105.5**	100.8
Strateq	**39.0**	36.9
MR Broadband	**94.8**	94.8
Others	**3.4**	3.4
	463.1	456.3

- Telco: StarHub Ltd, StarHub Cable Vision, StarHub Mobile Pte Ltd , StarHub Online Pte Ltd, Nucleus Connect Pte Ltd and JOS (SG) Pte. Ltd. are considered as a single CGU ("Telco") as they operate and deliver its Mobile, Entertainment, Broadband and Enterprise Business on an operationally integrated network, customer service, sales, marketing and administrative support through its "Hubbing" strategy;
- Ensign: Ensign InfoSecurity Pte. Ltd. ("Ensign") and its subsidiaries operates a cyber-security business under the Cybersecurity operating segment;
- Strateq: Strateq Sdn Bhd ("Strateq") and its subsidiaries, undertakes Regional Information Communication Technology ("Regional ICT") projects and is a separate CGU under the ICT operating segment; and
- MR Broadband: MyRepublic Broadband ("MR Broadband") is an internet access provider that generates cash flows independently from Telco and hence is assessed as a separate CGU.

The recoverable amounts of the CGUs are determined based on value-in-use calculations. The value-in-use calculations apply a discounted cash flow model using cash flow projections based on financial budgets and forecasts approved by management.

Key assumptions used in the estimation of recoverable amount are as follows:

- The cash flow projections ranging from 2 to 7 years are based on management's assessment of future trends, taking into account actual past operating results. Where cash flow projections greater than 5 years are used, they reflect the long-term future performance of the CGU as it reaches a steady state of operations.
- Growth rates and EBITDA margins take into consideration competitive pressures in the industry and effects of uncertainties in the macroeconomic environment.
- The discount rates applied to the cash flow projections are based on Weighted Average Cost of Capital ("WACC") calculated using the Capital Asset Pricing Model ("CAPM").
- The terminal growth rates used in deriving the recoverable amounts reflect management's estimate of the long-term future performance of each CGU as it reaches a steady state of operations, and do not exceed the long term average growth rates of the respective industry and country in which the entity operates and are consistent with forecasts included in industry reports.
- A reasonable change to the key assumptions applied is not likely to cause the recoverable values to be below their carrying amount.

5 INTANGIBLE ASSETS (CONTINUED)

Impairment loss (continued)

(i) Impairment testing for CGUs containing significant goodwill (continued)

	Pre-tax discount rate		Terminal growth rates	
	2024	2023	2024	2023
Telco	**6.2%**	6.4%	**2.0%**	0%
Ensign	**9.1%**	9.0%	**2.5%**	2.5%
Strateq	**13.7%**	14.4%	**0%**	0%
MR Broadband	**11.5%**	12.1%	**2.0%**	0%

As at 31 December 2024, no impairment charge was required for the carrying amounts of goodwill as the recoverable amounts of each of the CGUs were in excess of their carrying amounts.

In 2023, an impairment loss of $16.6 million was recognised for the goodwill residing in D'Crypt CGU as the CGU's carrying amount was lower than its fair value less cost to sell. The CGU was subsequently reclassed to "Disposal Group Held for Sale". See note 19 for more details.

Company	Telecom-munications licences $m	Computer software $m	Software in development $m	Total $m
Cost				
At 1 January 2023	0.3	410.6	15.8	426.7
Additions	–	–	45.8	45.8
Transfers	–	18.3	(18.3)	–
At 31 December 2023	0.3	428.9	43.3	472.5
At 1 January 2024	**0.3**	**428.9**	**43.3**	**472.5**
Additions	**–**	**0.9**	**33.4**	**34.3**
Transfers	**–**	**57.4**	**(57.4)**	**–**
Write-offs	**–**	**(158.6)**	**(0.3)**	**(158.9)**
At 31 December 2024	**0.3**	**328.6**	**19.0**	**347.9**
Accumulated amortisation				
At 1 January 2023	0.2	357.0	–	357.2
Charge for the year	–	26.9	–	26.9
At 31 December 2023	0.2	383.9	–	384.1
At 1 January 2024	**0.2**	**383.9**	**–**	**384.1**
Charge for the year	**–**	**28.8**	**–**	**28.8**
Write-offs	**–**	**(158.6)**	**–**	**(158.6)**
At 31 December 2024	**0.2**	**254.1**	**–**	**254.3**
Carrying amounts				
At 1 January 2023	0.1	53.6	15.8	69.5
At 31 December 2023	0.1	45.0	43.3	88.4
At 31 December 2024	**0.1**	**74.5**	**19.0**	**93.6**

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

6 RIGHT-OF-USE ASSETS

Leases as lessee

The Group leases land and buildings, base transceiver stations and other network equipment, computers and infrastructure. The leases typically run for a period of up to 35 years, with an option to renew the lease after that date. Lease payments are renegotiated at the end of the lease term to reflect market rentals. Some leases provide for additional rent payments that are based on changes in local price indices. For certain leases, the Group is restricted from entering into any sub-lease arrangements.

Information about leases for which the Group and Company is a lessee is presented below.

Group	Land and buildings $m	Base transceiver stations $m	Network equipment, computers and infrastructure $m	Total $m
Cost				
At 1 January 2023	196.3	28.3	15.6	240.2
Additions and modifications to right-of-use assets	24.4	1.1	1.8	27.3
Reclassification to assets held for sale (see Note 19)	(4.8)	–	–	(4.8)
Asset retirement obligation	0.3	–	–	0.3
Terminations	(2.4)	–	(4.4)	(6.8)
Translation	(1.0)	–	(0.4)	(1.4)
At 31 December 2023	**212.8**	**29.4**	**12.6**	**254.8**
Additions and modifications to right-of-use assets	**42.7**	**4.3**	**6.7**	**53.7**
Acquisition through business combinations	**0.4**	**–**	**–**	**0.4**
Terminations	**(0.7)**	**–**	**(0.1)**	**(0.8)**
Translation	**0.9**	**–**	**0.5**	**1.4**
At 31 December 2024	**256.1**	**33.7**	**19.7**	**309.5**
Accumulated depreciation				
At 1 January 2023	100.4	23.2	8.5	132.1
Depreciation	29.1	2.4	3.4	34.9
Reclassification to assets held for sale (see Note 19)	(1.7)	–	–	(1.7)
Terminations	(1.2)	–	(4.4)	(5.6)
Translation	(0.2)	–	(0.1)	(0.3)
At 31 December 2023	**126.4**	**25.6**	**7.4**	**159.4**
Depreciation	**24.8**	**2.3**	**3.4**	**30.5**
Acquisition through business combinations	**0.3**	**–**	**–**	**0.3**
Terminations	**(0.7)**	**–**	**(0.1)**	**(0.8)**
Translation	**0.4**	**–**	**0.3**	**0.7**
At 31 December 2024	**151.2**	**27.9**	**11.0**	**190.1**
Carrying amounts				
At 31 December 2023	86.4	3.8	5.2	95.4
At 31 December 2024	**104.9**	**5.8**	**8.7**	**119.4**

6 RIGHT-OF-USE ASSETS (CONTINUED)

Leases as lessee (continued)

Company	Land and buildings $m	Other network equipment and infrastructure $m	Total $m
Cost			
At 1 January 2023	147.6	2.3	149.9
Additions and modifications to right-of-use assets	8.4	1.1	9.5
At 31 December 2023	**156.0**	**3.4**	**159.4**
Additions and modifications to right-of-use assets	**61.9**	**1.0**	**62.9**
At 31 December 2024	**217.9**	**4.4**	**222.3**
Accumulated depreciation			
At 1 January 2023	70.8	1.8	72.6
Depreciation	17.8	0.5	18.3
At 31 December 2023	**88.6**	**2.3**	**90.9**
Depreciation	**15.8**	**0.3**	**16.1**
Transfers	**19.4**	**–**	**19.4**
At 31 December 2024	**123.8**	**2.6**	**126.4**
Carrying amounts			
At 31 December 2023	67.4	1.1	68.5
At 31 December 2024	**94.1**	**1.8**	**95.9**

7 SUBSIDIARIES

	Company	
	2024 $m	2023 $m
Investments in subsidiaries, at cost or deemed cost	**3,354.0**	3,351.5

At 31 December 2024 and 2023, no impairment charge was required for the carrying amounts of the Company's cost of investment in subsidiaries as the recoverable amounts were in excess of their carrying amounts. The recoverable amounts were based on their respective value-in-use.

The balance consists of the original cost of investment in subsidiaries and a remeasurement of the investments in certain subsidiaries from the election of the optional exemption in SFRS(I) 1 in 2018. Refer to Note 21 Reserves for more details.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries

The significant subsidiaries directly held by the Company are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group	
			2024 %	2023 %
StarHub Cable Vision Ltd.[1]	Provision of subscription television and television broadcasting services	Singapore	**100**	100
StarHub Mobile Pte Ltd[1]	Provision of mobile telecommunications services	Singapore	**100**	100
StarHub Online Pte Ltd[1]	Provision of broadband access services	Singapore	**100**	100
Nucleus Connect Pte. Ltd.[1]	Provision of high speed wholesale broadband services	Singapore	**100**	100
Ensign InfoSecurity Pte. Ltd. ("Ensign")[3]	Provision of computer systems integration activities, other professional, scientific and technical activities	Singapore	**55.73**[6]	55.73[6]
Malaren International Sdn Bhd ("Malaren")[2]	Investment holding	Malaysia	**100**	100
JOS (SG) Pte. Ltd.[1]	Distribution, sales, servicing and rental of computer hardware, software and related equipment	Singapore	**100**	100

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries (continued)

The significant subsidiaries held by the Company's subsidiary companies are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group	
			2024 %	2023 %
Subsidiaries of Ensign				
Ensign InfoSecurity (Cybersecurity) Pte. Ltd. ("EIC")[3]	Investment holding	Singapore	**55.73**[6]	55.73[6]
Ensign InfoSecurity (Systems) Pte. Ltd. ("EIS")[3]	Information security systems integrator	Singapore	**55.73**[6]	55.73[6]
Keele Investments Pte. Ltd. ("Keele")[3]	Investment holding	Singapore	**55.73**[6]	55.73[6]
Subsidiaries of Keele				
D'Crypt Pte Ltd ("DPL")[3]	Development and supply of data security products and components	Singapore	–[7]	55.73[6]
Subsidiaries of EIC				
Ensign InfoSecurity (Asia Pacific) Pte. Ltd. ("EIS Asia Pacific")[3]	Provision of information security and network security surveillance services	Singapore	**55.73**[6]	55.73[6]
Ensign InfoSecurity (SmartTech) Pte. Ltd.[3]	Sales of information technology security related products	Singapore	**55.73**[6]	55.73[6]
Ensign InfoSecurity (Networks) Pte. Ltd.[3]	Provision of security consultancy services	Singapore	**55.73**[6]	55.73[6]
Subsidiaries of EIS Asia Pacific				
Ensign InfoSecurity (Malaysia) Sdn Bhd[3]	Provision of information security and network security surveillance services	Malaysia	**55.73**[6]	55.73[6]
Ensign InfoSecurity (East Asia) Limited[3]	Provision of information security and network security surveillance services	People's Republic of China	**55.73**[6]	55.73[6]
Ensign InfoSecurity (Singapore) Pte. Ltd.[3]	Provision of information security and network security surveillance services	Singapore	**55.73**[6]	55.73[6]
Vectra Information Security Pte. Ltd.[3]	Provision of security consultancy services	Singapore	**55.73**[6]	55.73[6]
Subsidiary of Malaren				
Nettilling Sdn. Bhd. ("Nettilling")[2]	Investment holding	Malaysia	**88.28**	88.28
JOS (Malaysia) Sdn. Bhd.[2]	Marketing and distribution of computer and computer related products and provision of installation and maintenance services	Malaysia	**100**	100

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries (continued)

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group	
			2024 %	2023 %
Subsidiary of Nettilling				
Taman Kenyir Holdings Sdn. Bhd. ("Taman Kenyir")[2]	Investment holding	Malaysia	**43.26**[5]	43.26[5]
Subsidiary of Taman Kenyir				
Strateq Sdn. Bhd.[2]	Implementation of Information Communication Technology projects	Malaysia	**43.26**[5]	43.26[5]
Subsidiaries of Strateq Sdn. Bhd.				
Strateq Systems Sdn. Bhd.[2]	System integration, supply and implementation of hardware and software solutions and provision of maintenance services	Malaysia	**43.26**[5]	43.26[5]
Strateq (Singapore) Pte Ltd[1]	Provision of petrol station retail solutions and fuel logistics management solutions and data centre and business continuity services	Singapore	**43.26**[5]	43.26[5]
Strateq Oil & Gas Sdn Bhd.[2]	Provision of petrol station retail solutions and fuel logistics management solutions	Malaysia	**43.26**[5]	43.26[5]
Strateq Health Sdn Bhd.[2]	Provision of hospital information systems solutions	Malaysia	**43.26**[5]	43.26[5]
Strateq Global Services Sdn. Bhd.[2]	Development and provision of software as a service application	Malaysia	**43.26**[5]	43.26[5]
Strateq Business Solutions Sdn. Bhd.[2]	Provision of business application solutions and related services	Malaysia	**43.26**[5]	43.26[5]
Strateq Sentry Sdn. Bhd.[2]	Provision of architecting ICT solutions and project management services into building complexes and infrastructure related projects	Malaysia	**43.26**[5]	43.26[5]
Strateq Capital Sdn. Bhd.[2]	Investment holding and provision of management services	Malaysia	**43.26**[5]	43.26[5]
Strateq Data Centre Sdn. Bhd.[2]	Provision of data centre and business continuity services	Malaysia	**43.26**[5]	43.26[5]
Subsidiaries of Strateq Systems Sdn. Bhd.				
Strateq Systems (Thailand) Co. Ltd[3]	Provision of petrol station retail solutions and fuel logistics management solutions	Thailand	**43.26**[5]	43.26[5]
Subsidiary of Strateq Capital Sdn. Bhd.				
Strateq Health B.V.[4]	Provision of healthcare information technology products and services globally	Netherlands	**42.54**[5]	42.54[5]

7 SUBSIDIARIES (CONTINUED)

Details of subsidiaries (continued)

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group	
			2024 %	2023 %
Subsidiary of Strateq Health B.V				
Strateq Health Inc[4]	Provision of healthcare information technology software, research and development services and support services	United States	**42.54**[5]	42.54[5]
Subsidiary of StarHub Online Pte. Ltd.				
MyRepublic Broadband Pte. Ltd.[3]	Provider of broadband internet access	Singapore	**50.10**	50.10

(1) *Audited by KPMG LLP Singapore.*

(2) *Audited by member firms of KPMG International.*

(3) *Audited by another firm.*

(4) *Not required to be audited by laws of the country of incorporation.*

(5) *Although the Group owns less than half of the voting rights, the Group controls these companies as it has the power to appoint the majority of the board of directors and is able to exercise control over their financial and operating policies.*

(6) *The Group controls these companies as 20% of the rights, benefits and interests in Ensign have been assigned to the Company by the non-controlling interest shareholder at the date of acquisition.*

(7) *In 2024, Keele, a subsidiary of Ensign, disposed DPL. Therefore, DPL is no longer a subsidiary under the Group.*

Step acquisition of subsidiary

On 28 March 2024, an indirect subsidiary of the Company completed the acquisition of an additional 43.5% equity interest of Vectra Corporation Ltd ("Vectra"). Following the completion of this acquisition, the indirect subsidiary has an interest of 83.1% of the issued share capital of Vectra. The purchase consideration of $3.7 million comprises fair value of identifiable assets of $0.4 million, goodwill of $4.7 million, less non-controlling interest of $1.4 million. This acquisition will strengthen the capabilities of the group's solutions on cybersecurity front.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

8 ASSOCIATE AND JOINT VENTURE

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Interests in associate				
Unquoted equity investments	**27.8**	27.8	**27.8**	27.8
Share of post-acquisition reserves	**2.2**	1.0	**–**	–
	30.0	28.8	**27.8**	27.8
Interests in joint venture				
Unquoted equity investments	**10.5**	10.5	**–**	–
Share of post-acquisition reserves	**10.6**	7.7	**–**	–
	21.1	18.2	**–**	–

Associate

Details of the associate are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group	
			2024 %	2023 %
Shine Systems Assets Pte. Ltd.[1]	Investment in, ownership or lease of infrastructure assets and provision of data centre services	Singapore	**30.00**	30.00

[1] *Audited by KPMG LLP Singapore*

The following summarises the financial information of the associate, based on its financial statements prepared in accordance with SFRS(I), amended for fair value adjustments on acquisition:

	2024 $m	2023 $m
Revenue	**76.5**	59.0
Profit from continuing operations	**5.8**	3.2
Other comprehensive loss	**(1.8)**	(2.8)
Total comprehensive income	**4.0**	0.4
Non-current assets	**278.9**	281.3
Current assets	**30.3**	56.5
Non-current liabilities	**(17.0)**	(209.4)
Current liabilities	**(192.2)**	(32.4)
Net assets	**100.0**	96.0
Group's interest in net assets of associate at beginning of the year	**28.8**	28.7
Group's share of:		
– Profit from continuing operations	**1.8**	1.0
– Other comprehensive loss	**(0.6)**	(0.9)
Total comprehensive income	**1.2**	0.1
Carrying amount of interest in associate at end of the year	**30.0**	28.8

8 ASSOCIATE AND JOINT VENTURE (CONTINUED)

Joint Venture

StarHub Mobile Pte Ltd (a wholly-owned subsidiary of the Company), and M1 Limited, jointly incorporated a joint venture company, Antina Pte. Ltd., to develop, deploy and operate a 5G mobile network in Singapore.

Details of the joint venture are as follows:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by the Group	
			2024 %	2023 %
Antina Pte. Ltd.[1]	Provision of mobile telecommunication services	Singapore	**50.00**	50.00

[1] *Audited by another firm*

The following summarises the financial information of the joint venture, based on its financial statements prepared in accordance with SFRS(I):

	2024 $m	2023 $m
Revenue	**135.9**	77.7
Profit from continuing operations/Total comprehensive income	**5.8**	5.2
Non-current assets	**172.2**	120.8
Current assets	**40.2**	30.3
Non-current liabilities	**(34.4)**	(2.3)
Current liabilities	**(135.9)**	(112.4)
Net assets	**42.1**	36.4
Group's interest in net assets of joint venture at beginning of the year	**18.2**	14.6
Share of total comprehensive income	**2.9**	2.6
Additional equity investment	**–**	1.0
Carrying amount of interest in joint venture at end of the year	**21.1**	18.2

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

9 BALANCES WITH RELATED PARTIES

The immediate and ultimate holding companies are Asia Mobile Holdings Pte. Ltd. and Temasek Holdings (Private) Limited, respectively. These companies are incorporated in the Republic of Singapore.

9.1 Amounts due from related parties

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Current				
Amounts due from (trade):				
– Subsidiaries	**–**	–	**1,352.4**	1,146.9
– Related corporations	**23.1**	19.2	**13.0**	6.4
	23.1	19.2	**1,365.4**	1,153.3
Less: Loss allowance	**–**	–	**(1,132.9)**	(962.4)
	23.1	19.2	**232.5**	190.9

Included in the above amounts due from subsidiaries are amounts of $1,063.4 million (2023: $892.6 million) from certain subsidiaries which are unsecured, bear interest of 7.75% (2023: 7.75%) per annum and are repayable on demand.

All other amounts are unsecured and interest-free.

Movements in loss allowance during the year are as follows:

	Company	
	2024 $m	2023 $m
At 1 January	**962.4**	787.3
Loss allowances recognised	**170.5**	175.1
At 31 December	**1,132.9**	962.4

During the year, the Company impaired additional balances owing by certain subsidiaries amounting to $170.5 million (2023: $175.1 million). As at 31 December 2024, the total credit impaired balance amounts to $1,132.9 million (2023: $962.4 million). Other than the above, there is no loss allowance arising from the remaining outstanding non-credit impaired balances with subsidiaries and related corporations as the ECL is not material.

9.2 Amounts due to related parties

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Current				
Amounts due to:				
– Subsidiaries	**–**	–	**549.6**	629.3
– Associate	**0.3**	1.0	**0.3**	1.0
– Joint venture	**16.8**	11.9	**–**	–
– Related corporations	**20.3**	21.5	**4.3**	9.9
	37.4	34.4	**554.2**	640.2

Amounts due to subsidiaries included $56.4 million (2023: $227.2 million) placed by a subsidiary with the Company under a cash pooling arrangement (see Note 14).

All other balances with related parties are unsecured and interest-free and trade in nature.

9 BALANCES WITH RELATED PARTIES (CONTINUED)

9.3 The Company's balances with subsidiaries included amounts netted under agreed master netting arrangements. The amounts, after impairment, before netting are as follows:

Company	Gross amounts $m	Gross amounts offset $m	Net amounts $m
2024			
Current			
Amounts due from subsidiaries	**610.3**	**(390.8)**	**219.5**
Amounts due to subsidiaries	**940.4**	**(390.8)**	**549.6**
2023			
Current			
Amounts due from subsidiaries	514.2	(329.7)	184.5
Amounts due to subsidiaries	959.0	(329.7)	629.3

10 CONTRACT BALANCES

The following section provides information about contract assets, contract liabilities and contract cost from contracts with customers.

10.1 Contract assets

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Contract assets	**415.0**	361.8	**22.9**	18.2
Loss allowance	**(5.7)**	(5.4)	**–**	–
	409.3	356.4	**22.9**	18.2
Analysed as:				
Third parties	**398.9**	339.4	**22.3**	17.9
Related parties	**10.4**	17.0	**0.6**	0.3
	409.3	356.4	**22.9**	18.2
Current	**377.9**	290.0	**21.0**	18.1
Non-current	**31.4**	66.4	**1.9**	0.1
	409.3	356.4	**22.9**	18.2

The contract assets primarily relate to the Group's rights to consideration for goods and services provided but not billed at the reporting date. The contract assets are transferred to trade receivables when the rights become unconditional. This usually occurs when the Group invoices its customers.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

10 CONTRACT BALANCES (CONTINUED)

10.1 Contract assets (continued)

Movements in the contract asset balances during the year are as follows:

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
At 1 January	**361.8**	385.0	**18.2**	20.4
Prior year contract assets reclassified to trade receivables	**(291.1)**	(233.5)	**(15.3)**	(9.7)
Contract assets recognised, net of reclassification to trade receivables	**349.1**	241.7	**20.0**	8.1
Contract assets written off	**(4.8)**	(12.3)	**–**	(0.6)
Reclassified to assets held for sale (Note 19)	**–**	(19.1)	**–**	–
	415.0	361.8	**22.9**	18.2
Less: Loss allowance	**(5.7)**	(5.4)	**–**	–
At 31 December	**409.3**	356.4	**22.9**	18.2

The Group uses an allowance matrix to measure the ECL of contract assets. In determining the ECL, the Group has taken into account the historical termination write-off experience of the corporate and consumer customer bases, adjusted for factors based on the Group's view of economic conditions over the remaining lifetime of future performance obligations.

The following table details the risk profile of contract assets based on the Group's provision matrix.

	Group					
	2024			2023		
	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m
Current	**1.4%**	**415.0**	**5.7**	1.5%	361.8	5.4

Movements in loss allowance (lifetime ECL) during the year are as follows:

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
At 1 January	**5.4**	4.8	**–**	–
Loss allowances recognised	**4.5**	8.0	**–**	–
Allowance utilised	**(4.2)**	(7.4)	**–**	–
At 31 December	**5.7**	5.4	**–**	–

Based on the Company's credit assessment, management believes that credit exposure is low and the expected credit loss is negligible.

10 CONTRACT BALANCES (CONTINUED)

10.2 Contract liabilities

Contract liabilities primarily relate to amounts billed in advance for telecommunications, broadband and entertainment services, advance consideration received from customers for prepaid mobile services and excess of progress payments over the revenue recognised for managed services.

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Managed services contracts	**41.2**	33.7	**26.2**	15.5
Amounts billed in advance for telecommunications, broadband and entertainment services	**98.1**	94.0	**63.0**	63.5
Amounts received in advance for prepaid mobile services	**0.6**	4.6	**–**	–
	139.9	132.3	**89.2**	79.0
Analysed as:				
Third parties	**132.4**	121.3	**81.8**	71.6
Related parties	**7.5**	11.0	**7.4**	7.4
	139.9	132.3	**89.2**	79.0
Current	**89.1**	85.4	**38.4**	32.1
Non-current	**50.8**	46.9	**50.8**	46.9
	139.9	132.3	**89.2**	79.0

Movements in the contract liabilities balances during the year are as follows:

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
At 1 January	**132.3**	133.3	**79.0**	71.0
Revenue recognised that was included in the contract liability balance at the beginning of the year	**(64.7)**	(76.7)	**(17.3)**	(19.3)
Cash received, excluding amounts recognised as revenue during the year	**1.4**	3.1	**1.4**	1.6
Billings in advance, excluding amounts recognised as revenue during the year	**70.9**	88.7	**26.1**	25.7
Reclassified to liabilities directly associated with the assets held for sale (Note 19)	**–**	(16.1)	**–**	–
At 31 December	**139.9**	132.3	**89.2**	79.0

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

10 CONTRACT BALANCES (CONTINUED)

10.3 Contract costs

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Costs to obtain contracts	**7.5**	7.4	**1.8**	1.6
Costs to fulfil contracts	**9.1**	9.5	**–**	–
	16.6	16.9	**1.8**	1.6
Current	**13.8**	12.3	**1.4**	1.2
Non-current	**2.8**	4.6	**0.4**	0.4
	16.6	16.9	**1.8**	1.6

Costs to obtain contracts relate to commission fees paid to dealers as a result of obtaining mobile, entertainment and broadband service contracts. Costs to fulfil contracts relate to costs of materials which generate or enhance resources that will be used in satisfying future performance obligations.

These costs are amortised consistently with the pattern of revenue for related contracts. In 2024, amortisation amounting to $15.5 million and $223.4 million (2023: $16.9 million and $178.9 million) were recognised as customer acquisition costs and cost of services in the income statement, respectively. There was no loss allowance in relation to the costs capitalised.

11 INVENTORIES

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Equipment held for resale	**41.9**	41.3	**0.3**	0.4
Maintenance and project inventories	**5.1**	5.6	**4.3**	4.4
Inventories, net of allowance	**47.0**	46.9	**4.6**	4.8
Allowance (written back)/made during the year, net	**(0.1)**	0.8	**–**	0.3

12 TRADE RECEIVABLES

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Trade receivables	**353.1**	332.6	**229.8**	236.7
Loss allowances	**(63.7)**	(54.3)	**(58.8)**	(50.4)
	289.4	278.3	**171.0**	186.3

The trade receivables of the Company include amounts billed under a combined billing arrangement to customers for services provided by certain subsidiaries.

The Group uses an allowance matrix to measure the ECL of trade receivables. In the assessment of ECL, the Group applies the simplified approach to estimate the loss allowance based on aging buckets of the trade receivables, adjusted for certain external indices to different groups between consumer and corporate customers, where applicable.

The following table details the risk profile of trade receivables from contracts with customers based on the Group's allowance matrix.

12 TRADE RECEIVABLES (CONTINUED)

	2024			2023			
	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m	Weighted average loss rate	Gross carrying amount $m	Loss allowance $m	Credit impaired?
Group							
Current	**5.9%**	**128.6**	**7.6**	4.6%	124.1	5.7	No
Past due 1 - 15 days	**7.3%**	**35.4**	**2.6**	8.7%	35.5	3.1	Yes
Past due above 15 days	**28.3%**	**189.1**	**53.5**	26.3%	173.0	45.5	Yes
		353.1	**63.7**		332.6	54.3	
Company							
Current	**11.1%**	**67.8**	**7.5**	7.1%	79.0	5.6	No
Past due 1 - 15 days	**15.0%**	**17.3**	**2.6**	15.2%	19.8	3.0	Yes
Past due above 15 days	**33.7%**	**144.7**	**48.7**	30.3%	137.9	41.8	Yes
		229.8	**58.8**		236.7	50.4	

Movements in ECL balances during the year are as follows:

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
At 1 January	**54.3**	45.4	**50.4**	41.5
Loss allowances recognised	**15.4**	17.3	**5.9**	8.3
Recharged to subsidiaries	**–**	–	**4.0**	7.6
Allowance utilised	**(6.0)**	(8.4)	**(1.5)**	(7.0)
At 31 December	**63.7**	54.3	**58.8**	50.4

13 OTHER RECEIVABLES, DEPOSITS AND PREPAYMENTS

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Current				
Grant receivables	**8.2**	8.1	**–**	–
Deposits	**8.0**	7.4	**1.2**	1.3
Prepayments	**114.0**	100.8	**41.4**	31.5
Other receivables	**28.5**	23.2	**6.9**	2.9
Forward exchange contracts	**2.9**	0.1	**2.9**	0.1
Loan receivable*	**74.2**	–	**–**	–
Others	**–**	0.1	**–**	–
	235.8	139.7	**52.4**	35.8
Non-current				
Loan receivable*	**–**	74.2	**–**	–
Loan receivable from subsidiaries	**–**	–	**5.9**	5.8
Forward exchange contracts	**2.7**	–	**2.7**	–
	2.7	74.2	**8.6**	5.8

* On 21 March 2022, StarHub Online Pte Ltd ("SHOL"), a subsidiary of the Company completed the acquisition of MR Broadband. Concurrent with the acquisition, SHOL extended a $74.2 million loan to MyRepublic Holdings Ltd ("MR HoldCo"), non-controlling interest shareholder of MR Broadband. The loan is interest bearing, secured over certain assets of MyRepublic Group Limited ("MR GroupCo") and is due for repayment in 2025. The loan is considered to be of low credit risk.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

14 CASH AND CASH EQUIVALENTS

	Note	Group 2024 $m	Group 2023 $m	Company 2024 $m	Company 2023 $m
Fixed deposits		**418.7**	293.1	**309.6**	288.5
Cash at bank and in hand		**120.9**	209.1	**51.2**	87.3
Cash and cash equivalents in the statement of financial position		**539.6**	502.2	**360.8**	375.8
Restricted cash and fixed deposits		**(4.4)**	(4.3)	**–**	–
Cash and cash equivalents in the cash flow statement		**535.2**	497.9	**360.8**	375.8

Fixed deposits relate to deposits with financial institutions with maturities of three months or less with effective interest rates ranging from 1.00% to 5.17% (2023: 0.05% to 5.84%) per annum.

At the reporting date, cash and cash equivalents held by the Company included $56.4 million (2023: $227.2 million) cash pooled together from a subsidiary and managed centrally by the Company as part of the Group's cash management and treasury activities.

Impairment on cash and cash equivalents are measured on the 12-month expected loss basis and reflects the short maturities of the exposures. The Group considers that its cash and cash equivalents have low credit risk based on external credit ratings of counterparties. The amount of allowance on cash and cash equivalents was negligible.

Restricted cash and fixed deposits were set aside for performance bonds with customers.

15 TRADE AND OTHER PAYABLES

	Group 2024 $m	Group 2023 $m	Company 2024 $m	Company 2023 $m
Current				
Trade payables	**175.3**	167.1	**97.7**	88.5
Accruals	**555.7**	524.4	**214.0**	202.3
Other deferred income	**2.2**	1.0	**3.1**	0.1
Deposits from customers	**16.7**	14.6	**6.9**	7.3
Forward exchange contracts	**–**	2.0	**–**	2.0
Forward liability to acquire non-controlling interests	**3.3**	–	**–**	–
	753.2	709.1	**321.7**	300.2
Non-current				
Accruals	**37.2**	35.2	**26.1**	24.2
Other deferred income	**1.0**	1.4	**–**	–
Energy contract	**0.6**	0.2	**0.6**	0.2
Forward liability to acquire non-controlling interests	**11.2**	13.3	**–**	–
	50.0	50.1	**26.7**	24.4

15 TRADE AND OTHER PAYABLES (CONTINUED)

The Group also participates in a supply chain finance programme ("SCF") under which its suppliers may elect to receive early payment of their invoice from a bank by factoring their receivable from the Group. Under the arrangement, a bank agrees to pay amounts to a participating supplier in respect of invoices owed by the Group and the Group repays the bank at a later date. As at 31 December 2024, trade payables under the SCF programme is $6.9 million (2023: $6.4 million).

The Group does not derecognise the original liabilities to which these arrangements apply. These arrangements do not significantly extend payment terms beyond the normal terms agreed with other suppliers that are not participating; however the arrangement does provide willing suppliers with the benefit of early repayment. The Group discloses these amounts within trade payables because the nature and function of these payables remained the same. The payments to the bank and vendor are included within operating cashflows because they continue to be part of the normal operating cycle of the Group and their principal nature remains operating.

Additional information about the trade payable provided in the table below.

	Group	
	2024 $m	2023 $m
Carrying amount of financial liabilities		
Presented within trade and other payable	**6.9**	6.4
– of which suppliers have received payments from banks	**6.9**	–*
Range of payment due dates		
Trade payables subject to supplier chain finance arrangement (days after invoice date)	**24 – 88**	–*
Comparable trade payables (days after invoice date)	**60 – 90**	–*

Non-cash changes

There were no significant non-cash changes in the carrying amount of financial liabilities subject to supplier finance arrangements.

* The Group is not required to disclose this information in the first year of applying *Supplier Finance Agreements -Amendments to SFRS(I) 1-7 and SFRS(I) 7*.

16 BORROWINGS

	Note	Group		Company	
		2024 $m	2023 $m	2024 $m	2023 $m
Current					
Bank loans	16.1	**447.5**	11.2	**367.5**	–
		447.5	11.2	**367.5**	–
Non-current					
Bank loans	16.1	**187.7**	628.3	**187.7**	554.2
Medium term notes	16.2	**499.9**	499.9	**499.9**	499.9
		687.6	1,128.2	**687.6**	1,054.1

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

16 BORROWINGS (CONTINUED)

Reconciliation of movements of borrowings to cash flows arising from financing activities:

	Group	
	2024 $m	2023 $m
At 1 January	**1,139.4**	1,150.2
Changes from financing cash flows		
Proceeds from borrowings	**19.8**	19.5
Repayment of borrowings	**(28.8)**	(22.6)
Interest paid	**(32.7)**	(33.6)
Total changes from financing cash flows	**(41.7)**	(36.7)
Total liability-related other changes	**33.3**	31.5
Effects of foreign exchange rate	**4.1**	(5.6)
At 31 December	**1,135.1**	1,139.4

16.1 Bank loans

At 31 December 2024, the fair value of the Group's and Company's bank loans are $630.1 million and $550.4 million (2023: $$628.8 million and $544.2 million) respectively.

The Group's bank loans comprise secured bank loans of $2.0 million (2023: $11.2 million) which are secured over fixed deposits and bear interest at rates ranging from 5.54% to 5.64% (2023: 5.27% and 7.40%) per annum. The remaining unsecured bank loans bear interest at rates ranging from 1.30% to 4.72% (2023: 1.30% to 4.66%) per annum.

If the Group continues with its financial position as at the end of the reporting date, the Group expects to comply with the quarterly covenants within 12 months after the reporting date.

The Company's bank loans of $555.2 million (2023: 554.2 million) are unsecured and bear interest at rates ranging from 1.30% to 4.72% (2023: 1.30% to 4.66%) per annum.

At the reporting date, the Company has provided a financial guarantee for a sustainability-linked loan of $78.1 million (2023: $74.2 million) drawn down under a loan facility entered by a subsidiary. The guarantee is accounted for in accordance with SFRS(I) 9 *Financial Instruments*.

16.2 Medium term notes

The Company had established in September 2011 a multicurrency medium term note programme with a maximum aggregate principal amount of $1,000.0 million.

In June 2016, the Company issued a $300.0 million 10-year medium term note which bears interest of 3.55% per annum and is repayable in June 2026.

On 29 May 2017, the Company updated and amended its $1,000.0 million multicurrency medium term note programme to a $2,000.0 million multicurrency debt issuance programme with the inclusion of the mechanism for the issuance of, and the terms and conditions of, perpetual securities. The amendments do not affect the validity of the existing term notes issued by the Company under the original programme.

In January 2021, the Company issued a $200.0 million 10-year medium term note which bears interest of 2.48% per annum and is repayable in January 2031.

As at 31 December 2024, the fair value of the medium term notes are $470.2 million (2023: $465.6 million).

17 LEASE LIABILITIES

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Current	**40.0**	32.8	**13.1**	16.5
Non-current	**85.6**	71.7	**85.6**	56.8
	125.6	104.5	**98.7**	73.3

Reconciliation of movements of lease liabilities to cash flows arising from financing activities:

	Note	Group	
		2024 $m	2023 $m
At 1 January		**104.5**	118.7
Changes from financing cash flows			
Payment of lease liabilities		**(33.1)**	(37.2)
Interest paid		**(6.4)**	(4.8)
Total changes from financing cash flows		**(39.5)**	(42.0)
Other changes			
New leases and modifications		**53.7**	27.3
Interest expense		**6.4**	4.8
Termination of lease		**(0.4)**	(0.1)
Reclassified to assets held for sale	19	**–**	(3.1)
Translation		**0.9**	(1.1)
Total other changes		**60.6**	27.8
At 31 December		**125.6**	104.5

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

18 DEFERRED TAX ASSETS AND LIABILITIES

Movements in deferred tax assets/(liabilities) during the year are as follows:

Group	At 1 January $m	Recognised in income statement (Note 29) $m	Recognised in other comprehensive income $m	Recognised in equity $m	Transfer to asset held for sale (Note 19) $m	Acquired in business combination $m	Translation $m	At 31 December $m
2024								
Property, plant and equipment and intangible assets	**(84.0)**	**(37.9)**	**–**	**–**	**–**	**(0.1)**	**(0.1)**	**(122.1)**
Right-of-use assets	**(12.8)**	**(10.6)**	**–**	**–**	**–**	**–**	**–**	**(23.4)**
Lease liabilities	**13.2**	**10.9**	**–**	**–**	**–**	**–**	**–**	**24.1**
Other payables and accruals	**11.7**	**3.6**	**–**	**–**	**–**	**0.2**	**–**	**15.5**
Contract assets	**0.9**	**0.1**	**–**	**–**	**–**	**–**	**0.1**	**1.1**
Contract costs	**(2.5)**	**0.3**	**–**	**–**	**–**	**–**	**–**	**(2.2)**
Derivatives	**0.3**	**–**	**0.3**	**–**	**–**	**–**	**–**	**0.6**
Share-based payment transactions	**1.0**	**(0.2)**	**–**	**0.4**	**–**	**–**	**–**	**1.2**
	(72.2)	**(33.8)**	**0.3**	**0.4**	**–**	**0.1**	**–**	**(105.2)**
2023								
Property, plant and equipment and intangible assets	(98.6)	13.5	–	–	(0.4)	–	1.5	(84.0)
Right-of-use assets	(7.8)	(4.7)	–	–	–	–	(0.3)	(12.8)
Lease liabilities	9.4	3.5	–	–	–	–	0.3	13.2
Other payables and accruals	10.4	2.2	–	–	–	–	(0.9)	11.7
Contract assets	1.0	(0.1)	–	–	–	–	–	0.9
Contract costs	(2.8)	0.3	–	–	–	–	–	(2.5)
Derivatives	0.8	(0.8)	0.3	–	–	–	–	0.3
Share-based payment transactions	0.8	0.6	–	(0.4)	–	–	–	1.0
	(86.8)	14.5	0.3	(0.4)	(0.4)	–	0.6	(72.2)

18 DEFERRED TAX ASSETS AND LIABILITIES (CONTINUED)

Unrecognised deferred tax assets

Deferred tax assets are recognised to the extent that realisation of the related tax benefits through future taxable profits is probable.

Deferred tax assets have not been recognised in respect of the following items:

	Group	
	2024 $m	2023 $m
Tax losses	**29.6**	29.6

The Group has not recognised deferred tax assets in respect of the above tax losses as the Group does not expect to recover these potential deferred tax assets in the foreseeable future. The Group reassesses the recovery of these potential deferred tax assets annually.

The tax losses include $6.3 million (2023: $8.1 million) which can be carried forward up to financial years 2028 to 2033 (2023: 2028 to 2031) subject to different jurisdiction requirements by those companies with unrecognised tax losses in their respective country of incorporation. The remaining tax losses do not expire under current tax legislation.

Company	At 1 January $m	Recognised in income statement $m	Recognised in equity $m	At 31 December $m
2024				
Deferred tax (liabilities)/assets				
Property, plant and equipment and intangible assets	**(49.7)**	**(10.4)**	**–**	**(60.1)**
Right-of-use assets	**(8.9)**	**(4.7)**	**–**	**(13.6)**
Lease liabilities	**9.0**	**4.3**	**–**	**13.3**
Other payables and accruals	**1.9**	**(0.6)**	**–**	**1.3**
Contract asset	**0.2**	**–**	**–**	**0.2**
Contract cost	**(0.3)**	**–**	**–**	**(0.3)**
Share-based payment transactions	**1.1**	**(0.2)**	**0.4**	**1.3**
	(46.7)	**(11.6)**	**0.4**	**(57.9)**
2023				
Deferred tax (liabilities)/assets				
Property, plant and equipment and intangible assets	(57.8)	8.1	–	(49.7)
Right-of-use assets	(5.1)	(3.8)	–	(8.9)
Lease liabilities	5.9	3.1	–	9.0
Other payables and accruals	3.7	(1.8)	–	1.9
Contract asset	0.2	–	–	0.2
Contract cost	(0.3)	–	–	(0.3)
Share-based payment transactions	0.8	–	0.3	1.1
	(52.6)	5.6	0.3	(46.7)

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

19 DISPOSAL GROUP HELD FOR SALE

In 2023, Ensign entered into an agreement for the sale of its subsidiary, D'Crypt Pte Ltd. Accordingly, the subsidiary's assets and liabilities are presented as a disposal group held for sale. The sale was completed on 29 February 2024 for a consideration of $76.6 million and a gain on disposal of $0.2 million has been recognised in the profit or loss.

Impairment loss relating to the disposal group

In 2023, impairment losses of $16.6 million for write-downs of the disposal group to the lower of its carrying amount and its fair value less costs to sell have been included in 'Non-operating expense' (see Note 28). The impairment losses have been applied to reduce the carrying amount of goodwill within the disposal group.

Assets and liabilities of disposal group held for sale

At 31 December 2023, the disposal group was stated at fair value less costs to sell and comprised the following assets and liabilities:

	2023 $m
Property, plant and equipment	5.5
Intangible assets	13.3
Right-of-use assets	3.1
Inventories	10.6
Trade and other receivables	17.7
Cash and cash equivalents	23.3
Contract assets	19.1
Assets held for sale	92.6
Trade and other payables	(10.3)
Lease liabilities	(3.1)
Provision for taxation	(1.4)
Deferred tax liabilities	(0.4)
Contract liabilities	(16.1)
Other long-term liabilities	(0.3)
Liabilities held for sale	(31.6)

Cumulative income or expense recognised in OCI

There are no cumulative income or expenses included in OCI relating to the disposal group.

Measurement of fair values

Fair value hierarchy

The non-recurring fair value measurement for the disposal group has been categorised as a level 3 fair value and was determined based on consideration for the sale shares.

20 SHARE CAPITAL

Group and Company	2024 Number of shares '000	2024 $m	2023 Number of shares '000	2023 $m
Issued and fully paid ordinary shares:				
At beginning and end of year	**1,731,651**	299.7	**1,731,651**	299.7

The holders of ordinary shares (excluding treasury shares) are entitled to receive dividends as declared from time to time and are entitled to one vote per share at meetings of the Company. All ordinary shares (excluding treasury shares) rank equally with regard to the Company's residual assets.

21 RESERVES

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Treasury shares	**(14.6)**	(18.6)	**(14.6)**	(18.6)
Capital reserve	**(9.2)**	(9.2)	**–**	–
Fair value reserve	**(38.9)**	(37.1)	**(38.9)**	(37.1)
Goodwill written off	**(276.3)**	(276.3)	**–**	–
Share-based payments reserve	**11.5**	9.4	**11.5**	9.4
Hedging reserve	**4.4**	(0.7)	**(0.6)**	(0.2)
Translation reserve	**(0.2)**	0.4	**–**	–
Retained profits	**431.6**	401.3	**2,122.3**	2,012.8
	108.3	69.2	**2,079.7**	1,966.3

Treasury shares

Treasury shares comprise the cost of the Company's shares held by the Company. As at year-end, 13,775,861 (2023: 17,633,301) treasury shares were held by the Company. During the year, 4,157,440 (2023: 3,460,393) treasury shares were transferred to share-based payments reserve.

Capital reserve

The capital reserve comprises:

- acquisitions and disposals of interests with non-controlling interests that did not result in a change in control; and
- present value of a forward contract issued to a non-controlling interest shareholder.

Fair value reserve

The fair value reserve comprises the cumulative net change in the fair value of equity investments designated at FVOCI.

Goodwill written off

The goodwill written off represents the excess of consideration paid on the acquisition of subsidiaries prior to 1 January 2001 over the Group's share of the fair value of net assets acquired.

Share-based payments reserve

The share-based payments reserve comprises the cumulative value of services received from employees and directors recorded in respect of the grant of share options and share awards.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

21 RESERVES (CONTINUED)

Hedging reserve

The hedging reserve comprises the effective portion of the cumulative net change in the fair value of cash flow hedging instruments related to hedged transactions.

Translation reserve

The translation reserve comprises all foreign currency translation differences arising from the translation of the financial statements of foreign operations.

Retained profits

Retained profits of the Company include a gain of $604.3million arising from the election of the optional exemption in SFRS(I) 1 in 2018. This remeasured the cost of investments in certain subsidiaries held by the Company at the date of transition to SFRS(I) at fair value and used that fair value as its deemed cost. The carrying amount of cost of investment in subsidiaries also increased by the same amount.

22 PERPETUAL CAPITAL SECURITIES

On 16 June 2017, the Company issued subordinated perpetual securities (the "perpetual securities") with an aggregate principal amount of $200.0 million. Incremental costs incurred amounting to $0.4 million was recognised in equity as a deduction from the proceeds. Such perpetual securities bear distributions at a rate of 3.95% per annum, payable semi-annually. Subject to the relevant terms and conditions in the offering memorandum, the Company may elect to defer making distributions on the perpetual securities and is not subject to any limits as to the number of times a distribution can be deferred. As a result, the perpetual securities do not meet the definition for classification as a financial liability under SFRS(I) 1-32 *Financial Instruments: Presentation*. The whole instrument is presented within equity, and distributions are treated as dividends.

During the year, distributions amounting to $7.9 million (2023: $7.9 million) were accrued and paid to perpetual security holders.

23 NON-CONTROLLING INTERESTS

The following subsidiaries have material non-controlling interests to the Group:

Name of company	Principal activities	Country of incorporation/ Principal place of business	Effective equity interest held by NCI	
			2024 %	2023 %
Ensign InfoSecurity Pte. Ltd. ("Ensign")	Provision of computer systems integration activities, other professional, scientific and technical activities	Singapore	**44.27**[(1)]	44.27[(1)]
MyRepublic Broadband Pte. Ltd. ("MR Broadband")	Provider of broadband internet access	Singapore	**49.90**	49.90

[(1)] *At the date of acquisition, the non-controlling interest shareholder assigned to the Company 20% of its rights, benefits and interests in Ensign.*

23 NON-CONTROLLING INTERESTS (CONTINUED)

The following summarised financial information for the non-controlling interests of Ensign and MR Broadband are prepared in accordance with SFRS(I) and modified for fair value adjustments on acquisition.

	2024		2023	
	$m Ensign	$m MR Broadband	$m Ensign	$m MR Broadband
Revenue	**394.4**	**79.5**	352.1	76.3
Profit/(Loss) from continuing operations	**6.8**	**11.0**	(16.0)	10.5
Total comprehensive income	**6.8**	**11.0**	(16.0)	10.5
Attributable to NCI:				
Profit/(Loss) from continuing	**3.0**	**4.2**	(7.1)	5.2
Total comprehensive income	**3.0**	**4.2**	(7.1)	5.2
Non-current assets	**100.2**	**65.3**	51.1	61.2
Current assets	**470.0**	**18.8**	423.0	16.7
Non-current liabilities	**(11.2)**	**(5.8)**	(8.0)	(8.1)
Current liabilities	**(254.4)**	**(42.1)**	(207.8)	(31.3)
Net assets	**304.6**	**36.2**	258.3	38.5
Net assets attributable to NCI	**133.9**	**18.0**	114.3	19.2
Cash flows from operating activities	**(7.6)**	**26.9**	3.2	24.8
Cash flows from investing activities	**60.7**	**(10.6)**	(14.4)	(6.5)
Cash flows from financing activities	**(3.1)**	**(15.4)**	(4.1)	(17.7)
Cash in assets held for sale	**–**	**–**	(23.3)	–
Net change in cash and cash equivalents	**50.0**	**0.9**	(38.6)	0.6

24 REVENUE

	Group	
	2024 $m	2023 $m
Disaggregation of revenue from contracts with customers		
Mobile revenue	**577.0**	609.0
Entertainment revenue	**212.4**	228.0
Broadband revenue	**250.1**	248.7
Enterprise Business revenue	**989.4**	905.9
Total service and contract revenue	**2,028.9**	1,991.6
Sales of equipment	**338.8**	381.5
	2,367.7	2,373.1

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

24 REVENUE (CONTINUED)

Transaction price allocated to the remaining performance obligations

The following table includes revenue expected to be recognised in the future related to performance obligations that have not been fulfilled at the reporting date:

Group	2025 $m	2026 $m	2027 $m	2028 $m	2029 onwards $m	Total $m
2024						
Mobile revenue	**69.4**	**20.4**	**1.1**	**–**	**0.8**	**91.7**
Entertainment revenue	**45.7**	**15.1**	**–**	**–**	**–**	**60.8**
Broadband revenue	**127.6**	**44.8**	**0.7**	**0.1**	**–**	**173.2**
Enterprise Business revenue	**378.1**	**168.2**	**54.4**	**34.9**	**145.5**	**781.1**
Total	**620.8**	**248.5**	**56.2**	**35.0**	**146.3**	**1,106.8**

Group	2024 $m	2025 $m	2026 $m	2027 $m	2028 onwards $m	Total $m
2023						
Mobile revenue	89.1	27.1	1.3	0.1	0.5	118.1
Entertainment revenue	50.0	26.5	–	–	–	76.5
Broadband revenue	116.4	49.4	0.8	–	–	166.6
Enterprise Business revenue	284.0	121.2	47.1	29.5	150.2	632.0
Total	539.5	224.2	49.2	29.6	150.7	993.2

Variable consideration that is constrained and therefore not included in the transaction price is excluded in the amounts presented above.

The Group applies the practical expedient in paragraph 121 of SFRS(I) 15 and does not disclose information about its remaining performance obligations if the performance obligations is part of a contract that has an original expected duration of one year or less. In addition, amounts that are not contractually committed are excluded.

25 OPERATING EXPENSES

	Note	Group 2024 $m	2023 $m
Cost of equipment sold		**313.2**	345.9
Cost of services		**794.9**	757.4
Traffic expenses		**41.3**	46.1
Customer acquisition costs		**29.4**	29.4
Depreciation and amortisation	25.1	**235.9**	241.1
Loss allowances of:			
– Contract assets		**4.5**	8.0
– Trade receivables		**15.4**	17.3
Marketing and promotions		**30.1**	26.5
Staff costs	25.2	**374.2**	373.9
Repairs and maintenance		**117.3**	119.8
Short-term lease expenses		**9.5**	9.2
Other expenses	25.3	**181.0**	174.6
		2,146.7	2,149.2

25 OPERATING EXPENSES (CONTINUED)

25.1 Depreciation and amortisation

Depreciation and amortisation expenses comprise the following:

	Group	
	2024 $m	2023 $m
Depreciation of property, plant and equipment	**142.8**	137.2
Amortisation of intangible assets	**62.6**	69.0
Depreciation of right-of-use assets	**30.5**	34.9
	235.9	241.1

25.2 Staff costs

The following are included in staff costs:

	Group	
	2024 $m	2023 $m
Defined contribution plans	**32.3**	32.2
Share-based payments	**6.1**	4.3

25.2.1 Key management personnel compensation

	Group	
	2024 $m	2023 $m
Directors' fees	**1.5**	1.5
Short-term employee benefits	**12.0**	9.8
Share-based payments	**3.2**	2.5
	16.7	13.8

Key management personnel also participate in the StarHub Performance Share Plans and the StarHub Restricted Stock Plans. The short-term benefits include the Group balanced scorecard incentive programme to reward employees for achieving or exceeding performance targets. The year-on-year increase was due to movements in key management personnel during the year.

During the year, conditional awards of shares of 2,424,500 (2023: 1,813,000) shares under the StarHub Performance Share Plans and conditional awards of shares of 1,490,000 (2023: 1,826,000) shares under the StarHub Restricted Stock Plans were granted to the key management personnel of the Group during the year. These represent the number of shares to be delivered when performance targets at "on-target" level are achieved, or as the case may be when the time-based service conditions are completed.

During the year, awards of 351,500 (2023: 484,000) shares under the StarHub Restricted Stock Plans were vested and delivered to certain non-executive directors of the Group as part of their non-executive directors' remuneration, without performance or vesting conditions attached.

Based on the actual level of achievement of the pre-determined performance targets over the 2021 performance period, final awards comprising 278,330 (2023: 352,669) shares were delivered to key management personnel of the Group during the year under the 2021 conditional awards granted to the key management personnel of the Group in March 2021 pursuant to the StarHub Restricted Stock Plans.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

25 OPERATING EXPENSES (CONTINUED)

25.2 Staff costs (continued)

25.2.1 Key management personnel compensation (continued)

Based on the actual level of achievement of the pre-determined performance targets over the 2022 performance period, final awards comprising 382,335 (2023: 412,669) shares were delivered to key management personnel of the Group during the year under the 2022 conditional awards granted to the key management personnel of the Group in June 2022 pursuant to the StarHub Restricted Stock Plans.

Based on the actual level of achievement of the pre-determined performance targets over the 2023 performance period, final awards comprising 513,337 shares were delivered to key management personnel of the Group during the year under the 2023 conditional awards granted to the key management personnel of the Group in September 2023 pursuant to the StarHub Restricted Stock Plans.

All conditional share awards (except for the time-based restricted share awards) granted to the key management personnel of the Group were on the same terms and conditions as those offered to other employees of the Group. As at 31 December 2024, 5,414,500 (2023: 4,487,111) of the conditional awards of shares under the StarHub Performance Share Plans, and 2,637,993 (2023: 2,817,661) of the conditional awards of shares under the StarHub Restricted Stock Plans granted to the key management personnel were outstanding.

25.2.2 Share-based Payments

StarHub Performance Share Plans

Under the StarHub PSP 2014 and PSP 2024 ("StarHub Performance Share Plans"), conditional awards of shares are granted. Awards represent the right of a participant to receive fully paid shares, their equivalent cash value or combinations thereof, free of charge, upon the participant achieving prescribed performance targets set based on medium-term corporate objectives. Awards are released once the Company's Organisation Development and Compensation Committee is satisfied that the prescribed performance targets have been achieved. There are no vesting periods beyond the performance achievement periods.

The movements of the number of shares under the StarHub Performance Share Plans, the fair values of the grant at measurement date and the assumptions of the fair value model for the grants of the Company are as follows:

Company	Balance outstanding at 1 January '000	Number of performance shares granted '000	Number of performance shares vested '000	Number of performance shares forfeited '000	Balance outstanding at 31 December '000
2024					
Date of grant					
16 August 2021	**1,296**	**–**	**(565)**	**(731)**	**–**
10 June 2022	**1,378**	**–**	**–**	**(90)**	**1,288**
5 September 2023	**1,813**	**–**	**–**	**(111)**	**1,702**
30 July 2024	**–**	**3,723**	**–**	**–**	**3,723**
Total	**4,487**	**3,723**	**(565)**	**(932)**	**6,713**
2023					
Date of grant					
28 December 2020	433	–	(125)	(308)	–
16 August 2021	1,474	–	–	(178)	1,296
10 June 2022	1,558	–	–	(180)	1,378
5 September 2023	–	1,813	–	–	1,813
Total	3,465	1,813	(125)	(666)	4,487

25 OPERATING EXPENSES (CONTINUED)

25.2 Staff costs (continued)

25.2.2 Share-based Payments (continued)

StarHub Performance Share Plans (continued)

The fair value of the shares is estimated using a Monte-Carlo simulation methodology at the measurement dates, which are grant dates of the share awards. The assumptions under the model used for the grants in 2024 and 2023 are as follows:

	Year of grant	
	2024 $m	2023 $m
Fair value	**$0.99**	$0.75
Share price	**$1.26**	$1.04
Expected volatility of the Company's shares	**18.17%**	17.41%
Expected dividend yield	**6.12%**	5.76%
Risk-free interest rates	**2.94%**	3.36%

StarHub Restricted Stock Plans

Under the StarHub RSP Plan 2014 and RSP Plan 2024 ("StarHub Restricted Stock Plans"), awards granted vest only after the satisfactory completion of time-based service conditions (time-based restricted awards) or where the award is performance-related after a further period of service beyond the performance targets completion date (performance-based restricted awards).

During the year, conditional grants of 4,501,000 (2023: 4,475,400) shares under the StarHub Restricted Stock Plans were made to key employees of the Group. These represent the number of shares to be delivered when performance targets at "on-target" level are achieved, or as the case may be when the time-based service conditions are completed.

The movements of the number of shares for key employees under the StarHub Restricted Stock Plans, the fair values of the grant at measurement date and the assumptions of the fair value model for the grants of the Company are as follows:

Date of grant	Balance outstanding at 1 January '000	Number of restricted shares granted '000	Number of restricted shares vested '000	Number of restricted shares forfeited '000	Balance outstanding at 31 December '000
2024					
31 March 2021	**749**	**–**	**(732)**	**(17)**	**–**
10 June 2022	**2,148**	**–**	**(1,080)**	**(96)**	**972**
8 March 2023	**191**	**–**	**(96)**	**–**	**95**
5 September 2023	**4,096**	**–**	**(1,333)**	**(181)**	**2,582**
28 June 2024	**–**	**104**	**–**	**(52)**	**52**
30 July 2024	**–**	**4,188**	**–**	**–**	**4,188**
25 October 2024	**–**	**209**	**–**	**–**	**209**
Total	**7,184**	**4,501**	**(3,241)**	**(346)**	**8,098**
2023					
26 March 2020	606	–	(562)	(44)	–
31 March 2021	1,903	–	(943)	(211)	749
10 June 2022	3,990	–	(1,251)	(591)	2,148
8 March 2023	–	286	(95)	–	191
5 September 2023	–	4,189	–	(93)	4,096
Total	6,499	4,475	(2,851)	(939)	7,184

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

25 OPERATING EXPENSES (CONTINUED)

25.2 Staff costs (continued)

25.2.2 Share-based Payments (continued)

StarHub Performance Share Plans (continued)

The fair value of the share awards is estimated using a Monte-Carlo simulation methodology at the measurement dates, which are grant dates of the share awards.

The assumptions under the model used for the grants in 2024 and 2023 are as follows:

	Year of grant	
	2024 $m	2023 $m
Fair value	**$1.08 – $1.21**	$0.96 – $1.01
Share price	**$1.26**	$1.04
Expected volatility of the Company's shares	**18.17%**	17.41%
Expected dividend yield	**6.12%**	5.76%
Risk-free interest rates	**2.95% – 3.53%**	3.39% – 3.64%

25.3 Other expenses

Included in other expenses are the following:

	Group	
	2024 $m	2023 $m
Audit fees paid to:		
– Auditors of the Company	**0.8**	0.8
– Other firms affiliated with KPMG International Limited	**0.2**	0.2
– Other auditors of the Group	**0.4**	0.5
Non-audit fees paid to:		
– Auditors of the Company and other firms affiliated with KPMG International Limited[#]	**0.3**	0.3
– Other auditors of the Group	**2.3**	2.2
Foreign currency exchange loss, net	**0.9**	0.3

[#] Non-audit fees paid to auditors of the Company and other firms affiliated with KPMG International Limited include audit-related services of $0.1 million (2023: $0.1 million).

26 OTHER INCOME

	Group	
	2024 $m	2023 $m
Special project related income	**0.7**	0.8
Income related grants	**2.5**	1.5
Deferred grants accreted to the income statement	**0.2**	0.2
	3.4	2.5

27 NET FINANCE COSTS

	Group 2024 $m	Group 2023 $m
Interest income:		
– Bank deposits	**19.6**	14.8
– Loan to an external party	**–**	2.2
Finance income	**19.6**	17.0
Interest expense:		
– Bank loans	**19.9**	18.3
– Medium term notes	**15.7**	15.6
Interest on borrowings	**35.6**	33.9
Interest on lease liabilities	**6.4**	4.8
Other financing charges	**1.0**	2.3
Finance expenses	**43.0**	41.0

28 NON-OPERATING INCOME/EXPENSE

	Note	Group 2024 $m	Group 2023 $m
Income			
Fair value gain on contingent consideration		**–**	7.2
Others		**3.2**	–
Non-operating income		**3.2**	7.2
Expenses			
Write-off of intangible assets		**0.2**	–
Impairment loss on remeasurement of disposal group	19	**–**	16.6
Others		**3.4**	–
Non-operating expenses		**3.6**	16.6

29 TAXATION

	Group 2024 $m	Group 2023 $m
Current tax		
Current income tax	**6.0**	58.8
(Over)/under provision in prior year	**(2.7)**	6.5
	3.3	65.3
Deferred tax		
Reversal and origination of temporary differences	**34.9**	(15.4)
Recognition of previously unrecognised temporary differences	**(1.3)**	1.3
Under/(over) provision in prior year	**0.2**	(0.4)
	33.8	(14.5)
Total income tax in the income statement	**37.1**	50.8

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

29 TAXATION (CONTINUED)

Global minimum top-up tax

The Group operates in Republic of Singapore, Malaysia, People's Republic of China, Thailand, Netherlands and United States, which some have enacted new legislation to implement the global minimum top-up tax.

The Group, together with its intermediate holding company, is subject to the global minimum top-up tax under Pillar Two tax legislation due to its operations in jurisdictions that have implemented the Pillar Two tax legislation. The intermediate holding company has performed an assessment of its potential exposure to Pillar Two income taxes. Based on the assessment, the intermediate holding company and the Group are not expected to have any exposure to top-up tax in 2024 in jurisdictions which have enacted the Pillar Two tax legislation as they would be able to apply the transitional safe harbour relief. The Group has applied a temporary mandatory relief from deferred tax accounting for the impacts of the top-up tax.

A reconciliation between tax expense and the product of accounting profit multiplied by the applicable corporate tax rate for the years ended 31 December is as follows:

	Group	
	2024 $m	2023 $m
Profit before taxation	**205.3**	196.6
Income tax using Singapore tax rate of 17% (2023: 17%)	**34.9**	33.4
Income not subject to tax	**(0.4)**	(2.3)
Non-deductible expenses	**6.3**	12.8
Tax incentives	**(0.2)**	(0.9)
Effect of tax rates in foreign jurisdiction	**0.2**	0.1
Recognition of previously unrecognised temporary differences	**(1.3)**	1.3
(Over)/under provision in prior year, net	**(2.5)**	6.1
Others	**0.1**	0.3
Total income tax in the income statement	**37.1**	50.8

Income tax recognised in other comprehensive income for the years ended 31 December are as follows:

	Group	
	2024 $m	2023 $m
Cash flow hedge, before taxation	**7.0**	2.6
Taxation	**(1.3)**	(0.5)
Effective portion of changes in fair value of cash flow hedge	**5.7**	2.1

30 EARNINGS PER SHARE ("EPS")

Basic EPS is calculated by dividing the adjusted profit or loss attributable to ordinary shareholders of the Company by the weighted average number of ordinary shares outstanding (excluding treasury shares) during the year. Diluted EPS is determined by adjusting the profit or loss attributable to ordinary shareholders and the weighted average number of ordinary shares outstanding (excluding treasury shares), for the effects of all dilutive potential ordinary shares, which comprise share options granted to employees under the StarHub share plans.

	Group	
	2024 $m	2023 $m
Profit attributable to owners of the Company	**160.6**	149.6
Less: Perpetual capital securities distribution	**(7.9)**	(7.9)
Adjusted profit attributable to owners of the Company	**152.7**	141.7

	Number of shares	
	2024 $m	2023 $m
Weighted average number of ordinary shares (basic) during the year[#]	**1,717,155**	1,724,640
Adjustment for dilutive effect of share plans	**10,774**	8,515
Weighted average number of ordinary shares (diluted) during the year	**1,727,929**	1,733,155

[#] Excludes treasury shares.

31 EARNINGS BEFORE INTEREST, TAXATION, DEPRECIATION AND AMORTISATION

The earnings before interest, taxation, depreciation and amortisation ("EBITDA") is a supplementary indicator of performance used by the Group. The measurement of EBITDA is not governed by SFRS(I).

The Group defines EBITDA as follows:

	Group	
	2024 $m	2023 $m
Profit before taxation	**205.3**	196.6
Adjustments for:		
Depreciation and amortisation	**235.9**	241.1
Finance income	**(19.6)**	(17.0)
Finance expense	**43.0**	41.0
Non-operating income	**(3.2)**	(7.2)
Non-operating expense	**3.6**	16.6
Share of results of associate (net of tax)	**(1.8)**	(1.0)
Share of results of joint venture (net of tax)	**(2.9)**	(2.6)
EBITDA	**460.3**	467.5

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

32 RELATED PARTY TRANSACTIONS

The Company has entered into contractual agreements on behalf of its subsidiaries, and recharges its subsidiaries based on terms agreed between the parties involved.

In the normal course of business, the Group purchases and sells info-communications services to related companies. The related party transactions are carried out on terms negotiated between the parties which are intended to reflect competitive terms.

Other than disclosed above and elsewhere in the financial statements, significant transactions of the Group with related parties during the financial year were as follows:

	Group	
	2024 $m	2023 $m
Associate		
Leases of premises	**2.9**	2.8
Purchase of services	**11.7**	5.2
Joint venture		
Purchase of services	**19.8**	9.9

	Group	
	2024 $m	2023 $m
Related corporations		
Sales	**56.4**	47.3
Purchase of property, plant and equipment	**11.7**	7.1
Leases of infrastructure and equipment	**5.8**	0.7
Purchase of services	**47.4**	46.1
Purchase of inventories	**1.7**	1.3

33 DIVIDENDS

	Group and Company	
	2024 $m	2023 $m
Paid by the Company to owners of the Company		
Final dividend of $0.042 (2023: $0.025) per share (1-tier tax exempt) paid in respect of the previous financial year	**72.1**	43.2
Interim dividends of $0.030 (2023: $0.025) per share (1-tier tax exempt) paid in respect of the current financial year	**51.7**	43.2
	123.8	86.4
Paid by a subsidiary to NCI		
Final dividend of $0.314 (2023: nil) per share (1-tier tax exempt) paid in respect of the previous financial year	**0.7**	–
Interim dividends of $2.188 (2023: $3.262) per share (1-tier tax exempt) paid in respect of the current financial year	**4.7**	7.1
	5.4	7.1

34 SEGMENT REPORTING

Segment information is presented based on the information reviewed by the chief operating decision makers ("CODM") for performance assessment and resource allocation. The CODM assesses the Group's financial performance using performance indicators which include revenue, EBITDA (see Note 31), capital expenditure and cash flow of the Group.

The Group has two reportable segments, which are Telecommunications and Cybersecurity segments.

(i) Telecommunications segment comprises the Group's Mobile, Entertainment, Broadband, Enterprise Business and equipment sales on a fully integrated network that has a centralised customer service, sales, marketing and administration support. In addition, it includes Regional ICT, MyRepublic Broadband and JOS entities as the CODM determined that they exhibit similar economic characteristics to the Telecommunications segment. In making this judgement, the CODM has considered the enterprise digital services and products offering and the customer base.

(ii) Cybersecurity segment was formed by aggregating with high security assurance product segment, which was determined by the CODM to exhibit similar economic characteristics. The principal activities of this segment, include provision of systems integration activities and supply of high security assurance products and technology.

The Group operates primarily in Singapore and has a large and diversified customer base consisting of individuals and corporations. There was no single customer that contributed to 10% or more of the Group's revenue.

The Group's reportable segment information is as follows:

	Telecommunications 2024 $m	Cybersecurity 2024 $m	Elimination of intersegment transactions 2024 $m	Group 2024 $m
Mobile revenue	577.4	–	(0.4)	577.0
Entertainment revenue	212.4	–	–	212.4
Broadband revenue	250.1	–	–	250.1
Enterprise Business revenue	595.0	394.4	–	989.4
Sales of equipment	338.8	–	–	338.8
Total revenue	1,973.7	394.4	(0.4)	2,367.7
EBITDA	449.2	11.1	–	460.3
Depreciation and amortisation	(227.9)	(8.0)	–	(235.9)
Finance income	16.0	3.6	–	19.6
Finance expense	(42.2)	(0.8)	–	(43.0)
Other material items of income and expense and non-cash items:				
– Fair value gain on acquisition of subsidiary with non-controlling interest	–	3.2	–	3.2
– Other material items of expense [@]	(3.6)	–	–	(3.6)
Share of profit of associate (net of tax)	1.8	–	–	1.8
Share of profit of joint venture (net of tax)	2.9	–	–	2.9
Profit before taxation	196.2	9.1	–	205.3
Taxation	(34.9)	(2.2)	–	(37.1)
Profit/(Loss) for the year	161.3	6.9	–	168.2
Assets and liabilities				
Segment assets	2,477.0	592.6	–	3,069.6
Equity-accounted investees	51.1	–	–	51.1
Total assets	2,528.1	592.6	–	3,120.7
Segment liabilities	960.3	258.1	–	1,218.4
Borrowings	1,135.1	–	–	1,135.1
Total liabilities	2,095.4	258.1	–	2,353.5
Other information				
Capital expenditure*	217.5	1.2	–	218.7

* Segment capital expenditure is the total costs incurred during the year to acquire property, plant and equipment and intangible assets.

@ Other material items of expenses relate to various items as detailed in note 28.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

34 SEGMENT REPORTING (CONTINUED)

	Telecommunications 2023 $m	Cybersecurity 2023 $m	Elimination of intersegment transactions 2023 $m	Group 2023 $m
Mobile revenue	609.3	–	(0.3)	609.0
Entertainment revenue	228.0	–	–	228.0
Broadband revenue	248.7	–	–	248.7
Enterprise Business revenue	555.5	352.1	(1.7)	905.9
Sales of equipment	381.5	–	–	381.5
Total revenue	2,023.0	352.1	(2.0)	2,373.1
EBITDA	465.8	1.7	–	467.5
Depreciation and amortisation	(224.3)	(16.8)	–	(241.1)
Finance income	15.1	1.9	–	17.0
Finance expense	(39.6)	(1.4)	–	(41.0)
Other material items of income and expense and non-cash items:				
– Fair value gain on contingent consideration	7.2	–	–	7.2
– Impairment loss on remeasurement of disposal group	–	(16.6)	–	(16.6)
Share of profit of associate (net of tax)	1.0	–	–	1.0
Share of profit of joint venture (net of tax)	2.6	–	–	2.6
Profit before taxation	227.8	(31.2)	–	196.6
Taxation	(49.3)	(1.5)	–	(50.8)
Profit/(Loss) for the year	178.5	(32.7)	–	145.8
Assets and liabilities				
Segment assets	2,481.5	512.3	(5.7)	2,988.1
Equity-accounted investees	47.0	–	–	47.0
Total assets	2,528.5	512.3	(5.7)	3,035.1
Segment liabilities	990.3	205.6	(5.7)	1,190.2
Borrowings	1,139.4	–	–	1,139.4
Total liabilities	2,129.7	205.6	(5.7)	2,329.6
Other information				
Capital expenditure*	163.1	5.3	–	168.4

* Segment capital expenditure is the total costs incurred during the year to acquire property, plant and equipment and intangible assets.

35 FINANCIAL RISK MANAGEMENT

Overview

Exposure to credit, liquidity, interest risk, foreign exchange and market risks arises in the normal course of the Group's business.

This note presents information about the Group's exposure to each of the above risks, the Group's objectives, policies and processes for measuring and managing risk.

Risk management framework

The Board of Directors has overall responsibility for the establishment and oversight of the Group's risk management framework. The Board has established the Risk and Sustainability Committee, which in turn is assisted by the Management Risk Committee, which is responsible for developing and monitoring the Group's risk management policies. The Management Risk Committee reports to the Risk and Sustainability Committee on a regular basis. The Risk and Sustainability Committee reports to the Board of Directors on its activities.

The Group's risk management policies are established to identify and analyse the risks faced by the Group from both an operational and execution basis. Risk management policies and systems are reviewed regularly to reflect changes in market conditions and the Group's activities. The Group, through its training and management standards and procedures, aims to promote a culture of risk management which entails awareness, accountability and ownership in all employees.

Derivative financial instruments are used to reduce exposure to fluctuations in foreign exchange rates, where appropriate. While these are subject to the risk of market rates changing subsequent to acquisition, such changes are generally offset by opposite effects on the items being hedged.

Credit risk

Credit risk is the risk of financial loss to the Group if a customer or counterparty to a financial instrument fails to meet its contractual obligations and arises principally from the Group's receivables from customers.

Management has a credit policy in place and the exposure to credit risk is monitored on an ongoing basis. Periodic review of credit policy and counterparty credit limits are also practised.

The Group has no significant concentration of credit risk from trade receivables due to its large diversified customer base. Credit evaluations are performed on corporate customers requiring credit. Identification documents are obtained from retail customers. Deposits are obtained for certain categories of higher risk customers.

Counterparty risk arising from cash and cash equivalents and treasury transactions is managed by dealing mainly with high credit quality counterparties, which have a minimum rating of A/A1 based on Standard & Poor or Moody's ratings.

The maximum credit risk exposure is represented by the carrying value of each financial asset in the statement of financial position less collaterals held. Collaterals in the form of cash or bank guarantees are obtained from counterparties where appropriate.

Liquidity risk

Liquidity risk is the risk that the Group and Company will encounter difficulty in meeting the obligations associated with its financial liabilities that are settled by delivering cash or another financial asset.

The Group and Company actively monitors its liquidity risk and manages its operating cash flows, debt maturity profile, availability of funding, and reviews compliance with loan covenants. The Group and Company maintain sufficient level of cash and cash equivalents, expects to generate sufficient cash flows from its operation, and has available funding through diverse sources of committed and uncommitted credit facilities from banks and the capital market through its multicurrency debt issuance programme to ensure that there are adequate credit facilities which may be utilised when the need arises to meet its working capital requirements. The Company is also in discussion to refinance current borrowings of $367.5 million, which are due for repayment in 2025.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Liquidity risk (continued)

Management assessed that with these available facilities and positive cashflows from the Group's operations, the Group and Company will be able to refinance the current bank borrowings and pay its liabilities as and when they are due.

The following are the remaining contractual undiscounted cash outflows (including interest payments) of financial liabilities:

		Contractual cash flows			
	Carrying amount $m	Total $m	Within 1 year $m	After 1 year but within 5 years $m	After 5 years $m
Group					
2024					
Non-derivative financial liabilities					
Borrowings	**1,135.1**	**(1,207.1)**	**(470.1)**	**(529.5)**	**(207.5)**
Trade and other payables^	**660.0**	**(711.8)**	**(696.3)**	**(12.0)**	**(3.5)**
Amounts due to related parties	**37.4**	**(37.4)**	**(37.4)**	**–**	**–**
Lease liabilities	**125.6**	**(155.5)**	**(27.9)**	**(73.2)**	**(54.4)**
	1,958.1	**(2,111.8)**	**(1,231.7)**	**(614.7)**	**(265.4)**
Derivative financial liabilities					
Energy contract	**0.6**				
– Outflow		**(2.8)**	**(0.1)**	**(0.5)**	**(2.2)**
– Inflow		**–**	**–**	**–**	**–**
	0.6	**(2.8)**	**(0.1)**	**(0.5)**	**(2.2)**
2023					
Non-derivative financial liabilities					
Borrowings	1,139.4	(1,244.0)	(37.0)	(994.6)	(212.4)
Trade and other payables^	618.2	(668.0)	(652.5)	(12.0)	(3.5)
Amounts due to related parties	34.4	(34.4)	(34.4)	–	–
Lease liabilities	104.5	(131.3)	(33.1)	(45.1)	(53.1)
	1,896.5	(2,077.7)	(757.0)	(1,051.7)	(269.0)
Derivative financial liabilities					
Forward exchange contracts used for hedging	2.0				
– Outflow		(96.6)	(96.6)	–	–
– Inflow		94.6	94.6	–	–
Energy contract	0.2				
– Outflow		(2.1)	–	(0.1)	(2.0)
– Inflow		0.3	0.2	0.1	–
	2.2	(3.8)	(1.8)	–	(2.0)

^ The carrying amount of trade and other payables disclosed in the table excludes deferred income, forward exchange contracts, net GST payable and employee benefits.

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Liquidity risk (continued)

		Contractual cash flows			
	Carrying amount $m	Total $m	Within 1 year $m	After 1 year but within 5 years $m	After 5 years $m
Company					
2024					
Non-derivative financial liabilities					
Borrowings	**1,055.1**	**(1,127.1)**	**(390.2)**	**(529.5)**	**(207.4)**
Trade and other payables^	**249.4**	**(249.4)**	**(249.4)**	**–**	**–**
Amounts due to related parties	**554.2**	**(554.2)**	**(554.2)**	**–**	**–**
Lease liabilities	**98.8**	**(122.3)**	**(17.4)**	**(52.1)**	**(52.8)**
	1,957.5	**(2,053.0)**	**(1,211.2)**	**(581.6)**	**(260.2)**
Derivative financial liabilities					
Energy contract	**0.6**				
– Outflow		**(2.8)**	**(0.1)**	**(0.5)**	**(2.2)**
– Inflow		**–**	**–**	**–**	**–**
	0.6	**(2.8)**	**(0.1)**	**(0.5)**	**(2.2)**
2023					
Non-derivative financial liabilities					
Borrowings	1,054.1	(1,158.5)	(25.8)	(920.3)	(212.4)
Trade and other payables^	226.5	(226.5)	(226.5)	–	–
Amounts due to related parties	640.2	(640.2)	(640.2)	–	–
Lease liabilities	73.3	(73.3)	(16.5)	(13.2)	(43.6)
	1,994.1	(2,098.5)	(909.0)	(933.5)	(256.0)
Derivative financial liabilities					
Forward exchange contracts	2.0				
– Outflow		(96.6)	(96.6)	–	–
– Inflow		94.6	94.6	–	–
Energy contract	0.2				
– Outflow		(2.1)	–	(0.1)	(2.0)
– Inflow		0.3	0.2	0.1	–
	2.2	(3.8)	(1.8)	–	(2.0)

^ The carrying amount of trade and other payables disclosed in the table excludes deferred income, forward exchange contracts, net GST payable and employee benefits.

The maturity analysis shows the contractual undiscounted cash flows of the Group and the Company's derivative financial instruments on the basis of their earliest possible contractual maturity. The cash inflows/(outflows) disclosed relate to those instruments held for risk management purposes and which are usually not closed out prior to contractual maturity. In addition to the above, the interest payments on the Group's sustainability-linked loan takes into consideration the Group's expectation of its ability to meet the sustainability-linked performance targets, and may change if the Group expects that it can no longer meet this target.

It is not expected that the cash flows included in the maturity analysis above could occur significantly earlier, or at significantly different amounts.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk

Market risk is the risk that changes in market prices, such as interest rates and foreign exchange rates will affect the Group's income or the value of its holdings of financial instruments. The objective of market risk management is to manage and control market risk exposures within acceptable parameters, while optimising the return.

The Group's exposure to equity price is not significant.

The Group buys and sells derivatives, and also incurs financial liabilities, in order to manage market risks. Generally, the Group seeks to apply hedge accounting in order to manage volatility in profit or loss.

(i) Interest rate risk

The Group's exposure to market risk for changes in interest rates relates primarily to the Group's debt obligations. The Group adopts a policy of ensuring that at least 50 percent of its exposure to changes in interest rates on long-term borrowings is on a fixed rate basis.

Exposure to interest rate risk

At the reporting date, the interest rate profile of interest-bearing financial instruments, as reported to management, was as follows:

	Group Nominal amount		Company Nominal amount	
	2024 $m	2023 $m	2024 $m	2023 $m
Fixed rate instruments				
Fixed deposits	**418.7**	293.1	**309.6**	288.5
Borrowings	**1,013.1**	1,008.2	**935.1**	934.1
Variable rate instrument				
Borrowings	**122.0**	131.2	**120.0**	120.0
Amount due to subsidiaries	**–**	–	**56.4**	227.2

(ii) Foreign currency risk

The Group is exposed to transactional foreign currency risk to the extent that there is a mismatch between the currencies in which sales, purchases, receivables and borrowings, that are denominated in a currency other than the respective functional currencies of the Group entities. The currency giving rise to this risk is primarily the United States Dollar ("USD").

In respect of other monetary liabilities held in foreign currencies, the Group ensures that the net exposure is kept to an acceptable level by buying foreign currencies at spot rates where necessary to address any shortfalls.

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(ii) Foreign currency risk (continued)

The Group's and the Company's exposures to United States Dollar is as follows:

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Contract assets	**2.5**	1.4	**–**	–
Trade and other receivables	**40.3**	34.2	**0.5**	3.3
Cash and cash equivalents	**34.0**	34.6	**26.6**	26.7
Trade and other payables	**(107.9)**	(78.1)	**(95.6)**	(70.3)
	(31.1)	(7.9)	**(68.5)**	(40.3)

For operations with significant expenditure denominated in foreign currencies, forward exchange contracts are entered into to hedge the foreign currency risk exposure on committed payment obligations. At 31 December 2024, the Group and Company have outstanding forward exchange contracts with notional principal amounts of approximately $107.8 million (2023: Group and Company: $109.6 million). Certain forward exchange contracts are entered into by the Company on behalf of a subsidiary.

Sensitivity analysis

The Group and Company had assessed that a reasonable change in the exchange rate would not result in a material impact on the Group's and Company's results.

(iii) Hedge accounting

Cash flow hedges

The Group held the following instruments to hedge exposures to changes in foreign currency and electricity prices.

	Maturity	
	< 1 year	> 1 year
2024		
Forward exchange contracts		
Net exposure (in millions of SGD)	**(2.9)**	**(2.7)**
Average SGD: USD forward contract rate	**1.2870 - 1.3343**	**1.2748 - 1.3033**
Energy contract		
Net exposure (in millions of SGD)	**–**	**(0.6)**
Average energy price (SGD/MWh)	**–**	**$176.16**

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(iii) Hedge accounting (continued)

Cash flow hedges (continued)

	Maturity	
	< 1 year	> 1 year
2023		
Forward exchange contracts		
Net exposure (in millions of SGD)	1.8	–
Average SGD: USD forward contract rate	1.3085 - 1.3531	–
Energy contract		
Net exposure (in millions of SGD)	–	0.2
Average energy price (SGD/MWh)	–	$181.95

The amounts at the reporting date relating to items designated as hedged items are as follows:

Group	Change in value used for calculating hedge ineffective hedge ineffectiveness $m	Cash flow hedge reserve $m	Balances remaining in the cash flow hedge reserve from hedging relationships for which hedge accounting is no longer applied $m
2024			
Foreign currency risk			
Trade and other payables	**–**	**5.6**	**–**
Commodity price risk			
Electricity cost	**–**	**(0.6)**	**–**
2023			
Foreign currency risk			
Trade and other payables	–	(1.8)	–
Commodity price risk			
Electricity cost	–	(0.2)	–

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(iii) Hedge accounting (continued)

Cash flow hedges (continued)

The amounts relating to items designated as hedging instruments are as follows:

	2024				During the year – 2024
Group	Nominal amount $m	Carrying amount – assets $m	Carrying amount – liabilities $m	Line item in the statement of financial position where the hedging instrument is included $m	Changes in the value of the hedging instrument recognised in OCI $m
Foreign currency risk					
Forward exchange contracts	**107.8**	**5.6**	**–**	**Trade and other receivables**	**5.6**
Commodity price risk					
Energy contract	**(1.7)**	**–**	**(0.6)**	**Trade and other payables**	**(0.6)**

	2023				During the year – 2023
Group	Nominal amount $m	Carrying amount – assets $m	Carrying amount – liabilities $m	Line item in the statement of financial position where the hedging instrument is included $m	Changes in the value of the hedging instrument recognised in OCI $m
Foreign currency risk					
Forward exchange contracts	109.6	–	(1.8)	Trade and other payables	(1.8)
Commodity price risk					
Energy contract	(1.0)	–	(0.2)	Trade and other payables	(0.2)

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(iii) Hedge accounting (continued)

Master netting or similar agreements

The Group enters into derivative transactions under International Swaps and Derivatives Association ("ISDA") master netting agreements. In general, under such agreements the amounts owed by each counterparty on a single day in respect of all transactions outstanding in the same currency are aggregated into a single net amount that is payable by one party to the other. In certain circumstances – e.g. when a credit event such as a default occurs, all outstanding transactions under the agreement are terminated, the termination value is assessed and only a single net amount is payable in settlement of all transactions.

The above ISDA agreements do not meet the criteria for offsetting in the statement of financial position. This is because they create a right of set-off of recognised amounts that is enforceable only following an event of default, insolvency or bankruptcy of the Group or the counterparties. In addition, the Group and its counterparties do not intend to settle on a net basis or to realise the assets and settle the liabilities simultaneously.

The Group enters into forward exchange contracts to hedge the foreign currency risk on committed payment obligations.

The Group designates the spot element of forward foreign exchange contracts to hedge its currency risk and applies a hedge ratio of 1:1. Most of these contracts have a maturity of less than one year from the reporting date. The Group's policy is for the critical terms of the forward exchange contracts to align with the hedged item.

At the reporting date, there were no financial instruments which meet the criteria for offsetting in the statement of financial position.

In 2022, the Group entered into a virtual power purchase agreement ("VPPA") and accounted for it as a derivative measured at fair value with effective changes recognised in other comprehensive income under management's elected cash flow hedging model and applies a hedge ratio of 1:1.

The Group determines the existence of an economic relationship between the hedging instrument and hedged item based on the market price and timing of its respective cash flow. No significant sources of ineffectiveness are identified in this hedge as at 31 December 2024.

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Market risk (continued)

(iii) Hedge accounting (continued)

Accounting classification of financial instruments

The carrying amounts of financial instruments are as follows.

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Financial assets at amortised cost				
Cash and cash equivalents	**539.6**	502.2	**360.8**	375.8
Trade receivables	**289.4**	278.3	**171.0**	186.3
Other receivables#	**110.7**	104.8	**14.0**	9.9
Amounts due from related parties	**23.1**	19.2	**232.5**	190.9
	962.8	904.5	**778.3**	762.9
Financial assets at fair value				
Forward exchange contracts used for hedging (derivative asset)	**5.6**	0.1	**5.6**	0.1
Financial assets at FVOCI				
Quoted equity security	**1.6**	3.5	**1.6**	3.5
Financial liabilities at amortised cost				
Trade and other payable^	**(645.5)**	(604.9)	**(249.4)**	(226.5)
Amounts due to related parties	**(37.4)**	(34.4)	**(554.2)**	(640.2)
Borrowings	**(1,135.1)**	(1,139.4)	**(1,055.1)**	(1,054.1)
Lease liabilities	**(125.6)**	(104.5)	**(98.8)**	(73.3)
	(1,943.6)	(1,883.2)	**(1,957.5)**	(1,994.1)
Financial liabilities at fair value				
Forward liability to acquire non-controlling interests	**(14.5)**	(13.3)	**–**	–
Forward exchange contracts used for hedging (derivative liability)	**–**	(2.0)	**–**	(2.0)
Energy contract used for hedging (derivative liability)	**(0.6)**	(0.2)	**(0.6)**	(0.2)
	(15.1)	(15.5)	**(0.6)**	(2.2)

Excludes prepayments, grant receivables and forward exchange contracts.

^ Excludes deferred income, forward exchange contracts, forward liability to acquire non-controlling interests, contingent consideration, net GST payable and employee benefits.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Accounting classification of financial instruments (continued)

Measurement of fair values

The following summarises the significant methods and assumptions used in estimating the fair values of financial instruments of the Group and Company:

Derivatives

The Group assessed whether VPPA, the derivative designated as the hedging instrument in the hedging relationship, is expected to be effective in offsetting changes in cashflows of the hedged item using the hypothetical derivative method. Valuation of VPPA includes unobservable inputs such as forecasted energy prices and forecasted energy output to be generated from the facility.

Marked-to-market valuations of the forward exchange contracts are provided by the banks. Those quotes are tested using pricing models or discounted cash flow techniques.

Where discounted cash flow techniques are used, estimated future cash flows are based on management's best estimates and the discount rate is a market related rate for a similar instrument at the reporting date. Where other pricing models are used, inputs are based on market related data at the reporting date.

Borrowings

The fair values of fixed interest bearing borrowings which reprice within one year of reporting date were assumed to equate the carrying value. All other fixed interest bearing borrowings are calculated using discounted cash flow models based on the present value of future principal and interest cash flows, discounted at the market rate at the reporting date.

Other financial assets and liabilities

The carrying amounts of financial assets and liabilities with maturity of less than one year (including trade and other receivables, cash and cash equivalents, and trade and other payables) are assumed to approximate their fair values.

The fair values of non-current other financial assets and financial liabilities are calculated using the discounted cash flow model based on the present value of expected cashflow at the market rates at the reporting date. The carrying amounts approximate their fair values.

Fair value hierarchy

The table below analyses financial instruments carried at fair value, by valuation method. The different levels have been defined as follows:

Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).

Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Fair value hierarchy (continued)

The following table represents the assets and liabilities measured at fair value, using the above valuation methods, at reporting date:

	Fair value level	2024 $m	2023 $m
Group			
Financial assets			
Other investment	1	**1.6**	3.5
Marked-to-market financial instrument			
– Forward exchange contracts	2	**5.6**	0.1
Financial liabilities			
Marked-to-market financial instrument			
– Forward exchange contracts	2	**–**	2.0
– Energy contract	3	**0.6**	0.2
Forward liability to acquire non-controlling interests	3	**14.5**	13.3
Company			
Financial assets			
Other investment	1	**1.6**	3.5
Marked-to-market financial instrument			
– Forward exchange contracts	2	**5.6**	0.1
Financial liabilities			
Marked-to-market financial instrument			
– Forward exchange contracts	2	**–**	2.0
– Energy contract	3	**0.6**	0.2

There were no transfers between levels 1 and 2 in 2024 and 2023.

The following shows the Group's valuation technique used in measuring the fair value of forward liability, as well as the significant unobservable inputs used.

	Valuation technique	Significant unobservable inputs	Inter-relationship between key unobservable inputs and fair value measurement
Forward liability	*Discounted cash flow:* The valuation model considers the present value of the net cash flows expected to be generated from the subsidiary discounted using WACC.	• Terminal growth rates 0% (2023: 0%) • Pre-tax discount rates 13.7% (2023: 14.4%)	The estimated fair value would change increase (decrease) if: • there is an increase (decrease) in terminal growth rates; or • there is a decrease (increase) in discount rates.
Energy contract	*Discounted cash flow:* The valuation model considers the present value of the net cash flows expected to be generated from the derivative discounted using credit-adjusted risk-free rate.	• Forecasted energy prices average of $176.16 MWh (2023: average of $181.95 MWh) • Forecasted energy output 13,126 MWh per year (2023: 14,849 MWh per year)	The estimated fair value would increase (decrease) if: • there is an increase (decrease) in forecasted energy prices; or • there is an increase (decrease) in forecasted energy output.

NOTES TO THE FINANCIAL STATEMENTS (continued)

Year ended 31 December 2024

35 FINANCIAL RISK MANAGEMENT (CONTINUED)

Fair value hierarchy (continued)

The following table presents the reconciliation from the opening balances to the ending balances for fair values based on unobservable inputs (Level 3):

Group	Forward liability to acquire non-controlling interests 2024 $m	Forward liability to acquire non-controlling interests 2023 $m	Energy contract 2024 $m	Energy contract 2023 $m	Contingent consideration 2024 $m	Contingent consideration 2023 $m
At 1 January	**13.3**	12.8	**0.2**	–	**–**	46.2
Total fair value changes recognised in income statement	**–**	–	**–**	–	**–**	(7.2)
Total realised (gain)/loss recognised in income statement	**–**	–	**–**	–	**–**	0.6
Total fair value changes recognised in other comprehensive income	**–**	–	**0.4**	0.2	**–**	–
Settlements during the year	**–**	–	**–**	–	**–**	(39.6)
Translation differences	**1.2**	0.5	**–**	–	**–**	–
At 31 December	**14.5**	13.3	**0.4**	0.2	**–**	–

36 CAPITAL MANAGEMENT

The Group regularly reviews its financial position, capital structure and use of capital, with the objective of achieving long-term capital efficiency, optimum shareholders' total returns, including the level of dividends, and appropriate strategic positioning.

From time to time, the Group may purchase its own shares on the market; the timing of these purchases depends on market prices. Such share purchases are intended to be used for issuing shares under the StarHub Performance Share Plan and StarHub Restricted Stock Plan programmes. Other than for such specific purposes, the Group does not have a defined share buy-back plan.

The Group manages the use of capital centrally and all borrowings to fund the operations of the subsidiaries are managed by the Company. The capital employed by the Company consists of equity attributable to shareholders, bank borrowings from financial institutions and medium term notes issued. There were no changes in the Group's approach to capital management during the year. The Group is not subject to any externally imposed capital requirement.

37 COMMITMENTS

	Group		Company	
	2024 $m	2023 $m	2024 $m	2023 $m
Contracted and not provided for in the financial statements:				
– Capital expenditures	**503.5**	497.6	**130.9**	150.0
– Other operating expenditures	**25.9**	22.4	**–**	–
	529.4	520.0	**130.9**	150.0

As at 31 December 2024, the Group has capital expenditure and other financial commitments with related companies amounting to $14.0 million (2023: $16.1 million), which has been included above.

38 SUBSEQUENT EVENT

The directors have proposed a final dividend of $0.032 (2023: $0.042) per share, tax exempt (one tier), totalling $55.0 million (2023: $72.0 million) in respect of the financial year ended 31 December 2024. This proposed final tax exempt dividend has not been recognised as at year end and will be submitted for shareholders' approval at the forthcoming Annual General Meeting of the Company in 2025.

APPENDIX IV

UNAUDITED FINANCIAL RESULTS OF STARHUB LTD FOR THE HALF YEAR ENDED 30 JUNE 2025

The information in this Appendix IV has been extracted and reproduced from the unaudited results of StarHub and its subsidiaries for 1H2025 and has not been specifically prepared for inclusion in this Information Memorandum.

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STARHUB LTD

Announcement of Unaudited Results for the Half Year ended 30 June 2025

StarHub is pleased to announce the unaudited results for the half year ended 30 June 2025.

Results for the Half Year ended 30 June 2025

1. GROUP INCOME AND COMPREHENSIVE INCOME STATEMENTS

1.1 GROUP INCOME STATEMENT

	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
	S$m	S$m	S$m	%
Total revenue	1,128.8	1,104.9	23.9	2.2
Operating expenses	(1,049.7)	(995.5)	54.2	5.4
Other income	7.0	1.0	6.0	nm
Profit from operations	**86.0**	**110.4**	**(24.3)**	**(22.0)**
Non-operating income	-	0.2	(0.2)	(100.0)
Non-operating expenses	(14.8)	(0.0)	14.8	nm
Finance income	7.6	10.1	(2.5)	(25.0)
Finance expense (1)	(20.4)	(21.3)	(0.8)	(3.9)
	58.4	**99.4**	**(41.0)**	**(41.2)**
Share of gain of associate, net of tax	2.3	0.1	2.2	nm
Share of gain of joint venture, net of tax	2.0	0.7	1.3	191.9
Profit before taxation	**62.8**	**100.2**	**(37.4)**	**(37.3)**
Taxation	(14.5)	(20.2)	(5.7)	(28.4)
Profit for the period	**48.3**	**79.9**	**(31.7)**	**(39.6)**
Attributable to:				
Owners of the Company	47.9	82.1	(34.2)	(41.7)
Non-controlling interests	0.4	(2.2)	2.6	nm
	48.3	**79.9**	**(31.7)**	**(39.6)**
Earnings per share (in cents)				
- Basic	2.6	4.6	(2.0)	(43.8)
- Diluted	2.5	4.5	(2.0)	(43.9)
EBITDA	**203.3**	**223.8**	**(20.5)**	**(9.1)**
Service EBITDA (2)	**195.3**	**211.7**	**(16.5)**	**(7.8)**
Service EBITDA as % of service revenue	**20.0%**	**22.3%**	**-2.3% pts**	
Free Cash Flow (3)	**(171.8)**	**101.6**	**(273.4)**	**nm**
Profit from operations is arrived after charging the following:				
Loss allowances of trade receivables	*8.3*	*7.7*	*0.6*	*7.2*
Depreciation and amortisation	*117.3*	*113.4*	*3.9*	*3.4*
Foreign exchange (gain)/ loss	*0.3*	*0.4*	*(0.1)*	*(18.6)*
(Gain)/ loss on disposal of property, plant and equipment	*(0.5)*	*(0.0)*	*0.5*	*nm*
Allowance/(Reversal) for stock obsolescence	*0.3*	*(0.5)*	*0.8*	*nm*
Fixed Assets Written Off	*0.1*	*0.0*	*0.1*	*nm*
Impairment loss on property, plant and equipment and intangible assets	*0.6*	*-*	*0.6*	*nm*
Forfeiture in relation to spectrum right	*14.1*	*-*	*14.1*	*nm*
Fair value gain on remeasurement of disposal group	*-*	*(0.2)*	*0.2*	*100.0*

nm – Not meaningful

Notes:

(1) Finance expense includes interest on borrowings and lease liabilities and other financing charges

(2) Service EBITDA refers to EBITDA less equipment margin (sales of equipment less cost of equipment)

(3) Free Cash Flow refers to net cash from operating activities less purchase of property, plant and equipment and intangible assets in the cash flow statement

(4) The sale of D'Crypt was completed in February 2024

(5) Numbers in all tables may not exactly add up due to rounding

1.2 GROUP COMPREHENSIVE INCOME STATEMENT

	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
	S$m	S$m	S$m	%
Profit for the period	**48.3**	**79.9**	**(31.7)**	**(39.6)**
Other comprehensive income				
Items that will not be reclassified to profit or loss:				
Net change in fair value of equity investment at fair value through other comprehensive income ("FVOCI"), net of taxation	(0.8)	(1.5)	(0.7)	(46.2)
Gain on disposal of rights issue of equity investment at FVOCI, net of taxation	-	0.1	(0.1)	(100.0)
Items that are or may be reclassified subsequently to profit or loss:				
Foreign currency translation differences	(0.3)	(0.3)	0.0	16.5
Effective portion of changes in fair value of cash flow hedges, net of taxation	(15.4)	2.5	(17.9)	nm
Share of other comprehensive income of associate and joint venture	(0.5)	(0.1)	0.4	nm
Other comprehensive income for the period, net of taxation	(17.0)	0.8	(17.8)	nm
Total comprehensive income for the period	**31.3**	**80.8**	**(49.5)**	**(61.3)**
Attributable to:				
Owners of the Company	30.8	83.0	(52.1)	(62.9)
Non-controlling interests	0.4	(2.2)	2.7	nm
Total comprehensive income for the period	**31.3**	**80.8**	**(49.5)**	**(61.3)**

nm – Not meaningful

1.3 GROUP PERFORMANCE REVIEW FOR THE HALF YEAR ENDED 30 JUNE 2025

(A) Revenue

	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
Revenue	S$m	S$m	S$m	%
Mobile	274.1	289.7	(15.6)	(5.4)
Broadband [1]	128.3	122.9	5.5	4.4
Entertainment	99.4	109.4	(10.0)	(9.1)
Regional Enterprise Business [1], [2], [5]	296.1	277.3	18.8	6.8
Cybersecurity Services [3]	178.2	148.4	29.8	20.1
Service revenue	976.1	947.6	28.5	3.0
Sales of Equipment [4]	152.7	157.2	(4.6)	(2.9)
Total revenue	1,128.8	1,104.9	23.9	2.2

(1) Includes service revenue from MyRepublic Broadband
(2) Consists of segments previously known as Network Solutions and Regional ICT Services
(3) Includes Service Revenue from Ensign and D'Crypt; D'Crypt was divested in February 2024
(4) Includes Sales of Equipment revenue from MyRepublic Broadband
(5) Comparatives have been restated to take into account the reclassification of Strateq, JOS SG and JOS MY (formerly disclosed under the Regional ICT Services segment) to Managed Services under Regional Enterprise Business

The Group's 1H2025 total revenue of S$1,128.8 million was S$23.9 million or 2.2% higher year-on-year ("YoY"), mainly due to higher revenue contributions from Broadband, Regional Enterprise Business and Cybersecurity Services; partially offset by lower contributions from Mobile, Entertainment and Sales of Equipment.

Against the corresponding period last year, Mobile service revenue declined 5.4% in 1H2025, mainly due to lower roaming revenue, lower value-added services ("VAS") revenues, lower voice and data subscriptions, lower IDD and lower excess data usages; partially offset by higher SMS and voice usages.

Broadband service revenue increased 4.4% YoY in 1H2025, mainly due to higher subscription revenue from stronger take-up in higher bandwidth plans and bundles despite a decline in subscribers; partially offset by lower revenue from premiums (relating to tactical promotions).

Entertainment service revenue decreased 9.1% YoY in 1H2025, mainly due to a reduction in subscribers, coupled with lower advertising revenues.

Regional Enterprise Business revenue increased 6.8% YoY in 1H2025, mainly due to higher revenue from Managed Services which increased 12.8% YoY.

Cybersecurity Services revenue increased 20.1% YoY in 1H2025, mainly due to higher project recognition; partially offset by the absence of D'Crypt's contribution following its divestment in February 2024.

Revenue from Sales of Equipment decreased 2.9% YoY in 1H2025, mainly due to longer device replacement cycles that resulted in lower volume of handsets sold.

(B) Operating expenses

Operating expenses	Half Year ended 30 Jun 2025 S$m	2024 S$m	Incr / (Decr) S$m	%
Cost of sales [1], [3]	463.5	448.1	15.3	3.4
Other operating expenses [1], [3]	399.0	386.6	12.4	3.2
Cybersecurity Services [2]	187.2	160.8	26.5	16.5
Total	1,049.7	995.5	54.2	5.4

(1) Includes cost of sales and other operating expenses from MyRepublic Broadband, Strateq, JOS SG and JOS MY
(2) Includes cost of sales and other operating expenses from Ensign and D'Crypt; D'Crypt was divested in February 2024
(3) Comparatives have been restated to take into account the reclassification of Strateq, JOS SG and JOS MY (formerly disclosed under the Regional ICT Services segment) to cost of sales and other operating expenses (excluding Cybersecurity Services)

The Group's total operating expenses in 1H2025 were S$54.2 million higher YoY, mainly due to higher cost of sales, higher other operating expenses and higher Cybersecurity Services operating expenses.

As a percentage of the Group's total revenue, total operating expenses in 1H2025 was at 93.0% compared to 90.1% in the corresponding period last year.

Cybersecurity Services[1]	Half Year ended 30 Jun 2025 S$m	2024 S$m	Incr / (Decr) S$m	%
Cost of sales	113.0	85.1	27.9	32.7
Other operating expenses	74.3	75.7	(1.4)	(1.9)
Total	187.2	160.8	26.5	16.5

(1) Includes cost of sales and other operating expenses from Ensign and D'Crypt; D'Crypt was divested in February 2024

As a percentage of Cybersecurity Services revenue, the segment's operating expenses for 1H2025 was at 105.1%, compared to 108.3% in the corresponding period last year.

A breakdown of total operating expenses is as follows:

(i) Cost of sales

Cost of sales	Half Year ended 30 Jun 2025 S$m	2024 S$m	Incr / (Decr) S$m	%
Cost of equipment sold	144.6	145.2	(0.6)	(0.4)
Cost of services [2]	285.1	267.6	17.5	6.5
Traffic expenses	19.2	20.7	(1.5)	(7.3)
Customer acquisition costs	14.6	14.7	(0.1)	(0.3)
Cost of sales (excluding Cybersecurity Services) [2]	463.5	448.1	15.3	3.4
Cost of sales (Cybersecurity Services) [1]	113.0	85.1	27.9	32.7
Total	576.4	533.2	43.2	8.1

(1) Includes cost of sales from Ensign and D'Crypt; D'Crypt was divested in February 2024
(2) Comparatives have been restated to take into account the reclassification of Strateq, JOS SG and JOS MY (formerly disclosed under the Regional ICT Services segment) to cost of services (excluding Cybersecurity Services)

Cost of sales (excluding Cybersecurity Services)

Cost of sales in 1H2025 increased S$15.3 million YoY, mainly due to higher cost of services; partially offset by lower cost of equipment sold, lower traffic expenses and lower customer acquisition costs.

Cost of equipment sold decreased 0.4% YoY in 1H2025 mainly due to lower volume of handsets sold.

Cost of services increased 6.5% YoY in 1H2025, mainly due to higher costs associated with Regional Enterprise Business, higher costs for Mobile and Broadband and the absence of a non-recurring DARE+-related provision[1] that was utilised in 1H2024; partially offset by lower costs for Entertainment. Excluding the effect from the utilisation of the non-recurring DARE+-related provision, cost of services of S$285.1 million in 1H2025 would have been S$15.5 million or 5.7% higher YoY.

Traffic expenses in 1H2025 decreased 7.3% YoY, mainly due to lower roaming cost in line with lower roaming revenue coupled with lower domestic and international traffic volumes.

Customer acquisition costs in 1H2025 decreased 0.3% YoY mainly due to lower acquisition costs for Entertainment and Broadband, partially offset by higher Mobile acquisition costs.

Cost of sales (Cybersecurity Services)
The YoY increase in cost of sales in 1H2025 was in line with higher revenues generated.

(ii) Other operating expenses

	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
Other operating expenses	**S$m**	**S$m**	**S$m**	**%**
Staff costs [(2)]	124.0	119.4	4.6	3.9
Operating leases [(2)]	24.1	18.3	5.8	31.9
Marketing and promotions [(2)]	11.7	11.4	0.3	2.7
Loss allowance for trade receivables [(2)]	8.3	7.7	0.6	7.6
Repairs and maintenance [(2)]	51.5	57.2	(5.7)	(9.9)
Other expenses [(2)]	65.8	63.0	2.9	4.5
Depreciation and amortisation [(2)]	113.5	109.7	3.9	3.5
Other operating expenses (excluding Cybersecurity Services) [(2)]	399.0	386.6	12.4	3.2
Other operating expenses (Cybersecurity Services) [(1)]	74.3	75.7	(1.4)	(1.9)
Total	473.3	462.3	11.0	2.4

(1) Includes other operating expenses from Ensign and D'Crypt; D'Crypt was divested in February 2024
(2) Comparatives have been restated to take into account the reclassification of Strateq, JOS SG and JOS MY (formerly disclosed under the Regional ICT Services segment) to other operating expenses (excluding Cybersecurity Services)

The Group's total other operating expenses were S$11.0 million higher YoY in 1H2025. As a percentage of total revenue, other operating expenses was 41.9% in 1H2025, compared to 41.8% in the corresponding period last year.

Other operating expenses (excluding Cybersecurity Services)
An analysis of major variances in other operating expenses (excluding Cybersecurity Services) is provided below:

Staff costs
Staff costs was 3.9% higher YoY in 1H2025, mainly due to the absence of certain staff benefits that was previously provided for and utilised in 1H2024. Excluding this impact, staff costs of S$124.0 million in 1H2025 would have remained stable YoY.

[1] *The DARE+-related provision was previously recognised in 2H2022.*

Operating leases
Operating leases was 31.9% higher YoY in 1H2025, primarily due to the absence of S$5.1 million reversal for overseas lease circuits recorded in 1H2024 that was no longer required following the successful re-negotiation of contracts with overseas carriers. Excluding which, operating leases would have been $0.7 million or 3% higher YoY in 1H2025, due to an increase in contract capacity for the StarHub Hyperscale Data Centre @ Loyang.

Marketing and promotion
Marketing and promotion expenses were 2.7% higher YoY in 1H2025, mainly attributable to marketing and branding-related expenditure.

Loss allowance for trade receivables
Loss allowance for trade receivables was S$0.6 million higher YoY in 1H2025, mainly due to an increase in general allowance.

Repairs and maintenance
Repairs and maintenance expenses were S$5.7 million lower YoY in 1H2025, mainly due to a S$8.9 million reversal of provision for subsea cable repairs, which was no longer required following a review of assessment of repair requirements. Excluding this reversal, repairs and maintenance expenses would have been S$3.3 million or 5.7% higher YoY, mainly due to higher maintenance costs for IS systems; partially offset by lower maintenance costs for network infrastructure.

Other expenses
Other expenses was S$2.9 million higher YoY in 1H2025 mainly due to higher outsourcing costs, higher miscellaneous expenses and lower miscellaneous income, offset by higher foreign exchange gain, lower professional fees and lower licence fees.

Depreciation and amortisation
Depreciation and amortisation expense was S$3.9 million higher YoY in 1H2025, mainly due to higher depreciation of property, plant and equipment (PPE) and higher amortisation of intangible assets; partially offset by lower depreciation of right-of-use (ROU) assets.

Other operating expenses (Cybersecurity Services)
The YoY decrease in other operating expenses in 1H2025 was primarily due to lower staff costs; partially offset by higher other expenses.

(C) Other income

Other income increased YoY in 1H2025, mainly due to higher income grants offset by lower recovery of tunnel fees from TPG.

(D) Profitability

The Group's profit from operations for 1H2025 decreased S$24.3 million or 22.0% YoY to S$86.0 million. Operating loss from Cybersecurity Services was $8.7 million in 1H2025, a S$3.1 million or 26.3% YoY improvement compared to 1H2024. This was mainly driven by higher revenue; partially offset by increased operating expenses and lower other income. Excluding Cybersecurity Services, profit from operations in 1H2025 would have been S$94.8

million, S$27.4 million or 22.5% lower YoY. This is due to lower revenue from Mobile, Entertainment and Sales of Equipment and higher total operating expenses; partially offset by higher revenues from Broadband and Regional Enterprise Business and higher other income.

Service EBITDA margin was 20.0% in 1H2025, 2.3 percentage points lower compared to the corresponding period last year.

Finance income was lower in 1H2025 due to lower interest rates, compared to the corresponding period last year. Finance expense was lower YoY in 1H2025 mainly due to lower interest rates; partially offset by an increase in borrowings.

Non-operating income decreased S$0.2 million YoY in 1H2025 due to the absence of a fair value gain on remeasurement of disposal group – relating to the D'Crypt divestment completed in February 2024, which was recorded in the corresponding period last year.

Non-operating expenses increased by S$14.8 million YoY in 1H2025, mainly due to a one-off forfeiture payment of S$14.1 million to IMDA for the return of one 700 MHz spectrum lot, as well as a S$0.6 million impairment loss on property, plant, and equipment.

Share of results of associate was S$2.2 million higher in 1H2025, compared to the corresponding period last year.

Share of results of joint venture was S$1.3 million higher in 1H2025, compared to the corresponding period last year.

Profit before taxation of S$62.8 million in 1H2025 was S$37.4 million lower YoY, mainly due to lower profit from operations, higher non-operating expenses along with higher net finance costs; partially offset by higher share of results of associate and joint venture. As a result, taxation expense was S$5.7 million lower YoY at S$14.5 million in 1H2025.

Profit after taxation for the period in 1H2025 was S$48.3 million.

Excluding the net impact of the one-off forfeiture payment in 1H2025 and the utilisation of the non-recurring DARE+-related provision in 1H2024[2], profit before taxation of S$76.9 million would have been S$21.3 million or 21.7% lower YoY in 1H2025; profit after taxation of S$62.4 million would have been S$15.9 million or 20.3% lower YoY in 1H2025.

[2] *The DARE+-related provision was previously recognised in 2H2022.*

2. BUSINESS REVIEW

Mobile Services

	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
	S$m	S$m	S$m	%
Mobile revenue	274.1	289.7	(15.6)	(5.4)

	Quarter ended			Half Year ended		YoY
Mobile operating statistics	30 Jun 2025	31 Mar 2025	30 Jun 2024	30 Jun 2025	30 Jun 2024	Incr / (Decr) %
Number of registered subscribers (in thousands) [1]	2,137	2,378	2,196	2,137	2,196	(2.7)
ARPU with IDD included (S$ per month) [1]	20	21	23	21	23	(9.5)
Average smartphone data usage (GB)	19.6	18.4	19.3	19.0	18.9	0.5
Average monthly churn rate (Postpaid) [2]	1.4%	1.2%	1.1%	1.3%	1.0%	-
Singapore mobile penetration [3]	162.6%	165.0%	163.5%	162.6%	163.5%	-
Market Share [3]	21.8%	23.9%	22.2%	21.8%	22.2%	-

(1) Blended ARPU and subscribers metrics combining both Postpaid and Prepaid
(2) Change in computation basis to exclude internal churn for a more accurate measurement of churn
(3) Based on latest published statistics

Against the corresponding period last year, Mobile service revenue declined 5.4% in 1H2025, mainly due to lower roaming revenue, lower value-added services ("VAS") revenues, lower voice and data subscriptions, lower IDD and lower excess data usages; partially offset by higher SMS and voice usages.

As of 30 June 2025, the Mobile subscriber base stood at 2,137,000 following a one-time consolidation of inactive Prepaid subscribers in line with the migration to the new IT stack. Excluding this impact, the Mobile subscriber base would have been 179,000 or 8.2% higher when compared to a year ago, mainly due to the growth of SIM-only subscribers. This consolidation exercise will have no revenue nor margin impact on the Mobile segment's performance.

ARPU of S$20 in 2Q2025 and $21 in 1H2025, was S$3 and S$2 lower than the corresponding periods last year, mainly due to lower roaming, IDD revenue, excess data usage, voice and data subscriptions, and VAS revenues. The overall average smartphone data usage increased YoY for both 2Q2025 and 1H2025 to 19.6 GB and 19.0 GB, respectively.

Average monthly churn rate stood at 1.4% and 1.3% in 2Q2025 and 1H2025, respectively.

Broadband Services

	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
	S$m	S$m	S$m	%
Broadband revenue [1]	128.3	122.9	5.5	4.4

	Quarter ended			Half Year ended		YoY
Broadband operating statistics	30 Jun 2025	31 Mar 2025	30 Jun 2024	30 Jun 2025	30 Jun 2024	Incr / (Decr) %
Number of residential broadband subscribers - subscription-based (in thousands) [2]	573	577	579	573	579	(1.0)
ARPU (S$ per month)	36	36	34	36	34	6.7
Average monthly churn rate	0.9%	0.8%	0.7%	0.9%	0.7%	-

(1) Includes service revenue from MyRepublic Broadband
(2) Includes residential subscribers from MyRepublic Broadband

Broadband service revenue increased 4.4% YoY in 1H2025, mainly due to higher subscription revenue from stronger take-up in higher bandwidth plans and bundles despite a decline in subscribers; partially offset by lower revenue from premiums (relating to tactical promotions).

As of 30 June 2025, the Broadband subscriber base stood at 573,000 after the quarter's net churn of 4,000 subscribers. Compared to a year ago, the Broadband subscriber base decreased by 6,000 subscribers or 1.0% for 1H2025.

ARPU of S$36 in 2Q2025 and 1H2025, was S$2 higher than the corresponding periods last year, due to the aforementioned reason.

Average monthly churn rate was at 0.9% in 2Q2025 and 1H2025, respectively.

Entertainment Services

	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
	S$m	S$m	S$m	%
Entertainment revenue	99.4	109.4	(10.0)	(9.1)

Entertainment service revenue decreased 9.1% YoY in 1H2025, mainly due to a reduction in subscribers, coupled with lower advertising revenues.

Regional Enterprise Business

Regional Enterprise Business revenue [1]	Half Year ended 30 Jun			
	2025	2024	Incr / (Decr)	
	S$m	S$m	S$m	%
Enterprise Connectivity	74.0	74.8	(0.7)	(1.0)
Carrier and Voice	63.4	61.9	1.5	2.5
Managed Services [2]	158.7	140.6	18.0	12.8
Total	296.1	277.3	18.8	6.8

(1) Comparatives have been restated to reflect reclassifications of segments under Regional Enterprise Business, as disclosed on page 9 of StarHub's 1Q2025 Business Performance Review investor deck dated 9 May 2025

(2) Comparatives have been restated to take into account the reclassification of Strateq, JOS SG and JOS MY (formerly disclosed under the Regional ICT Services segment) to Managed Services under Regional Enterprise Business

Regional Enterprise Business revenue increased 6.8% YoY in 1H2025, mainly due to higher revenue from Managed Services which increased 12.8% YoY.

Enterprise Connectivity in 1H2025 was 1.0% lower YoY, mainly due to lower domestic leased circuits revenue for enterprise market offset by higher enterprise broadband.

Carrier and Voice Services revenue in 1H2025 was 2.5% higher YoY, mainly due to higher international leased circuits revenue offset by lower voice traffic and erosion in the wholesale market.

Managed Services reported higher YoY revenue of 12.8% in 1H2025, mainly due to more project completions relating to Modern Digital Infrastructure solutions and services.

3. GROUP CASH FLOW STATEMENT

	Half Year ended 30 Jun	
	2025	2024
	S$m	S$m
Operating Activities		
Profit before taxation	62.8	100.2
Adjustments for :		
Depreciation and amortisation	117.3	113.4
Share-based payments	1.6	1.9
Gain on disposal of plant and equipment and intangible assets	(0.4)	(0.0)
Net finance costs	12.8	11.1
Share of gain of associate, net of tax	(2.3)	(0.1)
Share of gain of joint venture, net of tax	(2.0)	(0.7)
Non-operating income	-	(0.2)
Operating cash flow before working capital changes	189.8	225.7
Changes in operating assets and liabilities	(68.4)	(13.3)
Income taxes paid	(4.2)	(28.3)
Net cash from operating activities	**117.2**	**184.2**
Investing Activities		
Interest received	9.4	10.1
Proceeds from disposal of property, plant and equipment and intangible assets	1.0	-
Purchase of property, plant and equipment and intangible assets	(289.0)	(82.5)
Proceeds from disposal of subsidiary	-	76.6
Proceeds from disposal of share rights issued by equity investment	-	0.1
Net cash (used in)/ from investing activities	**(278.6)**	**4.3**
Financing Activities		
Payment of lease liabilities	(13.8)	(17.2)
Dividend paid to owners of the Company	(55.1)	(72.1)
Dividend paid to a non-controlling interest shareholder	(1.6)	(2.1)
Perpetual capital securities distribution paid	(3.9)	(4.0)
Interest paid	(19.0)	(19.6)
Purchase of treasury shares	-	(0.3)
Proceeds from bank loans	400.0	12.3
Repayment of bank loans	(200.5)	(14.8)
Acquisition of additional interest in subsidiaries	-	(3.7)
Net cash from/ (used in) financing activities	**106.1**	**(121.6)**
Net change in cash and cash equivalents	**(55.3)**	**66.8**
Exchange difference on cash and cash equivalents	-	(0.1)
Cash and cash equivalents at beginning of the period	535.2	497.8
Cash and cash equivalents at end of the period	**479.9**	**564.6**
Cash and cash equivalents comprise:		
Cash and bank balances (Note 1)	487.1	569.0
Restricted cash	(7.2)	(4.3)
	479.9	**564.6**

Note 1: As at 30 June 2025, cash and bank balances in the cash flow statement comprise cash and cash equivalents in the statement of financial position of S$487.1 million (30 June 2024: S$569.7 million) less bank overdraft of S$ Nil (30 June 2024: S$ 0.7 million).

The Group's net cash from operating activities of S$117.2 million for 1H2025 was S$67.0 million lower YoY, mainly due to lower cash from operations and higher working capital needs; partially offset by lower income tax paid.

The negative working capital changes of S$68.4 million in 1H2025 were mainly due to lower trade and other payables, higher contract assets, higher contract costs, coupled with higher other receivables, deposits and prepayments; partially offset by lower trade receivables.

Net cash used in investing activities was a deficit of S$278.6 million, compared to a surplus of S$4.3 million in the corresponding period last year. This was mainly due to the payment for two lots of 700 MHz spectrum rights; partially offset by the absence of proceeds from the disposal of D'Crypt in February 2024.

The Group's CAPEX payments amounted to S$289.0 million in 1H2025, representing 25.6% of total revenue. The higher CAPEX payments were primarily due to the acquisition of the 700 MHz spectrum rights. Excluding this acquisition, CAPEX payments would have been S$101.0 million, representing 8.9% of total revenue.

Free cash flow was a deficit of S$171.8 million in 1H2025, compared to a surplus of S$101.6 million in the corresponding period last year. This was mainly due to lower cash from operating activities coupled with higher CAPEX payments (as mentioned above). Excluding the 700 MHz spectrum payment, free cash flow would have been a surplus of S$16.2 million in 1H2025.

Net cash from financing activities was a surplus of S$106.1million, compared to a deficit of S$121.6 million in the corresponding period last year. This was mainly due to loan proceeds raised to refinance maturing debt and to finance the 700 MHz spectrum rights payment in 1H2025.

The resulting net cash generated was a deficit of S$55.3 million, mainly due to higher cash outflows in investing activities, which exceeded the net cash inflow from operating activities and cash outflow from financing activities. This resulted in a lower cash and cash equivalents balance (excluding restricted cash) of S$479.9 million as of 30 June 2025.

Capital expenditure commitments

As of 30 June 2025, the Group's total outstanding capital expenditure commitments amounted to S$264.6 million.

4. STATEMENT OF FINANCIAL POSITION

	Group		Company	
	30 Jun 25 S$m	31 Dec 24 S$m	30 Jun 25 S$m	31 Dec 24 S$m
Non-current assets				
Property, plant and equipment	620.5	634.5	345.5	355.3
Intangible assets	930.1	750.6	100.6	93.6
Right-of-use assets	112.8	119.4	91.1	95.9
Subsidiaries	-	-	3,355.3	3,354.0
Joint venture	23.1	21.1	-	-
Associate	31.8	30.0	27.8	27.8
Investment in fair value through other comprehensive income	0.8	1.6	0.8	1.6
Amount due from related parties	-	-	5.9	5.8
Contract assets	15.8	31.4	-	1.9
Contract costs	2.9	2.8	0.4	0.4
Other receivables	0.0	2.7	-	2.7
	1,737.8	**1,594.0**	**3,927.5**	**3,939.1**
Current assets				
Inventories	50.7	47.0	4.9	4.6
Contract assets	397.5	377.9	30.5	21.0
Contract costs	27.0	13.8	1.4	1.3
Trade receivables	269.0	289.4	172.8	171.0
Other receivables, deposits and prepayments	254.0	235.9	63.1	52.4
Amount due from related parties	16.0	23.1	301.2	232.5
Cash and cash equivalents	487.1	539.6	338.1	360.8
	1,501.4	**1,526.6**	**911.9**	**843.7**
Less:				
Current Liabilities				
Contract liabilities	101.2	89.1	47.8	38.4
Trade and other payables	708.4	753.2	304.3	321.7
Amount due to related parties	25.9	37.4	325.3	554.2
Borrowings	546.9	447.5	467.5	367.5
Lease liabilities	40.6	40.0	12.2	13.1
Provision for taxation	29.3	7.1	35.0	0.0
	1,452.4	**1,374.3**	**1,192.1**	**1,295.0**
Net current assets/ (liabilities)	**49.0**	**152.3**	**(280.2)**	**(451.2)**
Non-current liabilities				
Contract liabilities	42.6	50.8	42.6	50.8
Trade and other payables	52.4	49.9	38.1	26.7
Borrowings	783.1	687.6	783.1	687.6
Lease liabilities	80.0	85.6	83.4	85.7
Deferred tax liabilities	90.1	105.2	48.7	57.8
	1,048.2	**979.2**	**995.9**	**908.6**
Net assets	**738.7**	**767.2**	**2,651.3**	**2,579.3**
Shareholders' equity				
Share capital	299.7	299.7	299.7	299.7
Reserves	83.8	108.3	2,151.8	2,079.7
Perpetual Capital Securities	199.9	199.9	199.9	199.9
Equity attributable to owners and perpetual capital securities holders	**583.3**	**607.8**	**2,651.3**	**2,579.3**
Non-controlling interests	155.4	159.3	-	-
Total equity	**738.7**	**767.2**	**2,651.3**	**2,579.3**

GROUP BALANCE SHEET REVIEW

As at 30 June 2025, the Group's total non-current assets of S$1,737.8 million was S$143.8 million higher compared to S$1,594.0 million as at 31 December 2024. The increase was primarily due to higher intangible assets arising from the acquisition of the 700 MHz spectrum rights; partially offset by lower contract assets, lower PPE and lower ROU.

Total current assets as at 30 June 2025 decreased by S$25.2 million to S$1,501.4 million. This decrease was primarily driven by decreased cash and cash equivalents and lower trade receivables; partially offset by higher other receivables, deposits, and prepayments, higher contract assets and contract costs.

Total current liabilities rose by S$78.1 million to S$1,452.4 million as at 30 June 2025, primarily due to a S$300.0 million reclassification of borrowings from non-current to current and higher provision for taxation. This was partially offset by a S$200.0 million reclassification of borrowings from current to non-current following the refinancing of bank loans and lower trade and other payables.

The increase in total non-current liabilities by S$69.0 million to S$1,048.2 million as at 30 June 2025 was primarily due to the S$200.0 million reclassification from current to non-current borrowings and the loan drawdown of $200.0 million to finance the 700 MHz spectrum rights; partially offset by the S$300.0 million reclassification from non-current to current borrowings and reductions in lease liabilities, contract liabilities and deferred tax liabilities.

The Group's shareholders' equity decreased by S$24.5 million to S$583.3 million as at 30 June 2025 (excluding non-controlling interests of S$155.4 million).

Following the completion of D'Crypt's divestment in February 2024, the Group continues to hold 55.73% economic interest in Ensign.

The Group holds 91.21% economic interest in Strateq following the completion of an additional equity acquisition of 2.93% from a minority shareholder in June 2025.

The Group holds 100% economic interest in JOS SG and JOS MY following the acquisition of the remaining 40% interest, completed in August 2023.

Following its initial acquisition of a 50.1% stake in MyRepublic Broadband in March 2022, the Group completed the full acquisition in August 2025, bringing its total economic interest to 100.0%. This strategic transaction further strengthens the Group's control and alignment with the subsidiary's operations and long-term growth objectives. As the acquisition was completed after 30 June 2025, its financial impact will be reflected in the Group's results from 2H2025 onwards.

As at 30 June 2025, the non-controlling interests represent the balances of 44.27% effective economic interest in Ensign, 8.79% effective economic interest in Strateq and 49.9% effective economic interest in MyRepublic Broadband.

5. GROUP SECURED AND UNSECURED BORROWINGS

Secured and Unsecured borrowings	30 Jun 25 S$m	31 Dec 24 S$m
Amount repayable in one year or less		
Bank loans (secured)	0.9	2.0
Bank loans (unsecured)	246.0	445.5
Medium term notes (unsecured)	300.0	-
	546.9	447.5
Amount repayable after one year		
Bank loans (unsecured)	583.2	187.7
Medium term notes (unsecured)	199.9	499.9
	783.1	687.6
Total	**1,330.1**	**1,135.1**

The Group's secured and unsecured borrowings was S$195.0 million higher as of 30 June 2025.

As a result of lower cash and cash equivalents, net debt increased S$247.4 million to S$842.9 million as of 30 June 2025 compared to S$595.5 million as of 31 December 2024. As a ratio of the past 12 months' EBITDA, the Group's net debt was higher at 1.92 times as of 30 June 2025 compared to 1.29 times as of 31 December 2024.

6. STATEMENT OF CHANGES IN EQUITY

Group	Share capital S$m	Treasury shares S$m	Capital reserve S$m	Goodwill written off S$m	Share-based payments reserve S$m	Fair value reserve S$m	Hedging reserve S$m	Translation reserve S$m	Retained profits S$m	Total reserves S$m	Perpetual capital securities S$m	Non-controlling interest S$m	Total equity S$m
At 1 Jan 2025	299.7	(14.6)	(9.2)	(276.3)	11.4	(38.9)	4.4	(0.2)	431.6	108.3	199.9	159.3	767.2
Total comprehensive income for the period													
Profit for the period	-	-	-	-	-	-	-	-	47.9	47.9	-	0.4	48.3
Other comprehensive income													
Foreign currency translation differences	-	-	-	-	-	-	-	(0.4)	-	(0.4)	-	0.0	(0.3)
Effective portion of changes in fair value of cash flow hedges, net of taxation	-	-	-	-	-	-	(15.4)	-	-	(15.4)	-	-	(15.4)
Net change in fair value of equity investments at FVOCI, net of taxation	-	-	-	-	-	(0.8)	-	-	-	(0.8)	-	-	(0.8)
Share of other comprehensive income of associate	-	-	-	-	-	-	(0.5)	-	-	(0.5)	-	-	(0.5)
Total comprehensive income for the period	-	-	-	-	-	(0.8)	(15.9)	(0.4)	47.9	30.8	-	0.4	31.3
Transactions with equity holders of the Company, recognised directly in equity													
Contributions by and distributions to equity holders of the Company													
Reclassification of Retained Profits	-	-	-	-	-	-	-	-	1.3	1.3	-	(1.3)	-
Share-based payments expenses	-	-	-	-	1.6	-	-	-	-	1.6	-	-	1.6
Accrued perpetual capital securities distribution	-	-	-	-	-	-	-	-	(3.9)	(3.9)	3.9	-	-
Perpetual capital securities distribution paid	-	-	-	-	-	-	-	-	0.7	0.7	(3.9)	-	(3.3)
Purchase of treasury shares	-	-	-	-	-	-	-	-	-	-	-	-	-
Issue of shares pursuant to share plans	-	4.6	-	-	(4.6)	-	-	-	-	-	-	-	-
Changes in ownership interests without a change of control	-	-	0.0	-	-	-	-	-	-	0.0	-	(1.4)	(1.4)
Tax impact on transfer of treasury shares	-	-	-	-	0.1	-	-	-	-	0.1	-	-	0.1
Dividends paid	-	-	-	-	-	-	-	-	(55.1)	(55.1)	-	(1.6)	(56.7)
Total transactions with equity holders of the Company	-	4.6	0.0	-	(2.9)	-	-	-	(57.0)	(55.3)	-	(4.4)	(59.7)
At 30 Jun 2025	**299.7**	**(10.0)**	**(9.2)**	**(276.3)**	**8.5**	**(39.7)**	**(11.5)**	**(0.6)**	**422.4**	**83.8**	**199.9**	**155.4**	**738.7**

6. STATEMENT OF CHANGES IN EQUITY (CONT'D)

Group	Share capital S$m	Treasury shares S$m	Capital reserve S$m	Goodwill written off S$m	Share-based payments reserve S$m	Fair value reserve S$m	Hedging reserve S$m	Translation reserve S$m	Retained profits S$m	Total reserves S$m	Perpetual capital securities S$m	Non-controlling interest S$m	Total equity S$m
At 1 Jan 2024	299.7	(18.6)	(9.2)	(276.3)	9.4	(37.1)	(0.7)	0.4	401.2	69.2	199.9	136.7	705.4
Total comprehensive income for the period													
Profit for the period	-	-	-	-	-	-	-	-	82.1	82.1	-	(2.2)	79.9
Other comprehensive income													
Foreign currency translation differences	-	-	-	-	-	-	-	(0.2)	-	(0.2)	-	(0.0)	(0.3)
Effective portion of changes in fair value of cash flow hedges, net of taxation	-	-	-	-	-	-	2.5	-	-	2.5	-	-	2.5
Net change in fair value of equity investments at FVOCI, net of taxation	-	-	-	-	-	(1.5)	-	-	-	(1.5)	-	-	(1.5)
Gain on disposal of rights issue of equity investment at FVOCI	-	-	-	-	-	0.1	-	-	-	0.1	-	-	0.1
Share of other comprehensive income of associate	-	-	-	-	-	-	(0.1)	-	-	(0.1)	-	-	(0.1)
Total comprehensive income for the period	-	-	-	-	-	(1.3)	2.4	(0.2)	82.1	83.0	-	(2.2)	80.8
Transactions with equity holders of the Company, recognised directly in equity													
Contributions by and distributions to equity holders of the Company													
Share-based payments expenses	-	-	-	-	1.9	-	-	-	-	1.9	-	-	1.9
Accrued perpetual capital securities distribution	-	-	-	-	-	-	-	-	(3.9)	(3.9)	3.9	-	-
Perpetual capital securities distribution paid	-	-	-	-	-	-	-	-	0.7	0.7	(3.9)	-	(3.3)
Purchase of treasury shares	-	(0.3)	-	-	-	-	-	-	-	(0.3)	-	-	(0.3)
Issue of shares pursuant to share plans	-	3.9	-	-	(3.9)	-	-	-	-	-	-	-	-
Tax impact on transfer of treasury shares	-	-	-	-	0.0	-	-	-	-	0.0	-	-	0.0
Dividends paid	-	-	-	-	-	-	-	-	(72.1)	(72.1)	-	(2.1)	(74.2)
Disposal of subsidiary with NCI	-	-	-	-	-	-	-	-	-	-	-	18.9	18.9
Total transactions with equity holders of the Company	-	3.6	-	-	(2.0)	-	-	-	(75.4)	(73.8)	-	16.8	(57.0)
At 30 Jun 2024	**299.7**	**(15.0)**	**(9.2)**	**(276.3)**	**7.4**	**(38.4)**	**1.7**	**0.2**	**408.0**	**78.4**	**199.9**	**151.3**	**729.2**

6. STATEMENT OF CHANGES IN EQUITY (CONT'D)

Company	Share capital S$m	Treasury shares S$m	Share-based payments reserve S$m	Fair value reserve S$m	Hedging reserve S$m	Retained profits S$m	Total reserves S$m	Perpetual capital securities S$m	Total equity S$m
At 1 Jan 2025	**299.7**	**(14.6)**	**11.4**	**(38.9)**	**(0.6)**	**2,122.4**	**2,079.7**	**199.9**	**2,579.3**
Total comprehensive income for the period									
Profit for the period	-	-	-	-	-	132.7	132.7	-	**132.7**
Other comprehensive income									
Effective portion of changes in fair value of cash flow hedge (net of taxation)	-	-	-	-	(3.1)	-	(3.1)	-	**(3.1)**
Net change in fair value of equity investments at FVOCI, net of taxation	-	-	-	(0.8)	-	-	(0.8)	-	**(0.8)**
Total comprehensive income for the period	-	-	-	(0.8)	(3.1)	132.7	128.8	-	**128.8**
Transactions with equity holders of the Company, recognised directly in equity									
Contributions by and distributions to equity holders of the Company									
Share-based payments expenses	-	-	1.6	-	-	-	1.6	-	**1.6**
Accrued perpetual capital securities distribution	-	-	-	-	-	(3.9)	(3.9)	3.9	**-**
Perpetual capital securities distribution paid	-	-	-	-	-	0.7	0.7	(3.9)	**(3.3)**
Purchase of treasury shares	-	-	-	-	-	-	-	-	**-**
Issue of shares pursuant to share plans	-	4.6	(4.6)	-	-	-	-	-	**-**
Tax impact on transfer of treasury shares	-	-	0.1	-	-	-	0.1	-	**0.1**
Dividends paid	-	-	-	-	-	(55.1)	(55.1)	-	**(55.1)**
Interest rate swaps	-	-	-	-	-	-	-	-	**-**
Total transactions with equity holders of the Company	-	4.6	(2.9)	-	-	(58.3)	(56.7)	-	**(56.7)**
At 30 Jun 2025	**299.7**	**(10.0)**	**8.5**	**(39.7)**	**(3.8)**	**2,196.7**	**2,151.8**	**199.9**	**2,651.3**

6. STATEMENT OF CHANGES IN EQUITY (CONT'D)

Company	Share capital S$m	Treasury shares S$m	Share-based payments reserve S$m	Fair value reserve S$m	Hedging reserve S$m	Retained profits S$m	Total reserves S$m	Perpetual capital securities S$m	Total equity S$m
At 1 Jan 2024	**299.7**	**(18.6)**	**9.4**	**(37.1)**	**(0.2)**	**2,012.8**	**1,966.3**	**199.9**	**2,465.8**
Total comprehensive income for the period									
Profit for the period	-	-	-	-	-	309.1	309.1	-	**309.1**
Other comprehensive income									
Net change in fair value of equity investments at FVOCI, net of taxation	-	-	-	(1.5)	-	-	(1.5)	-	**(1.5)**
Gain on disposal of rights issue of equity investment at FVOCI	-	-	-	0.1	-	-	0.1	-	**0.1**
Total comprehensive income for the period	-	-	-	(1.3)	-	309.1	307.8	-	**307.8**
Transactions with equity holders of the Company, recognised directly in equity									
Contributions by and distributions to equity holders of the Company									
Share-based payments expenses	-	-	1.9	-	-	-	1.9	-	**1.9**
Accrued perpetual capital securities distribution	-	-	-	-	-	(3.9)	(3.9)	3.9	**0.0**
Perpetual capital securities distribution paid	-	-	-	-	-	0.7	0.7	(3.9)	**(3.3)**
Purchase of treasury shares	-	(0.3)	-	-	-	-	(0.3)	-	**(0.3)**
Issue of shares pursuant to share plans	-	3.9	(3.9)	-	-	-	-	-	**-**
Tax impact on transfer of treasury shares	-	-	0.0	-	-	-	0.0	-	**0.0**
Dividends paid	-	-	-	-	-	(72.1)	(72.1)	-	**(72.1)**
Total transactions with equity holders of the Company	-	3.6	(2.0)	-	-	(75.4)	(73.8)	-	**(73.8)**
At 30 Jun 2024	**299.7**	**(15.0)**	**7.4**	**(38.4)**	**(0.2)**	**2,246.5**	**2,200.3**	**199.9**	**2,699.8**

7. CHANGES IN COMPANY'S SHARE CAPITAL

Share Capital

As of 30 June 2025, the share capital of the Company was S$299.7 million (31 December 2024: S$299.7 million) comprising 1,722,183,716 (31 December 2024: 1,717,875,582) issued ordinary shares (excluding treasury shares).

Treasury Shares
For 1H2025, the Company transferred 4,308,134 treasury shares to participants of the Company's share plans.

For 1H2025, there was no purchase of ordinary shares from the market.

The treasury share balance as at 30 June 2025 was S$10.0 million (30 June 2024: S$15.0 million) comprising 9,467,727 (30 June 2024: 14,222,695) ordinary shares.

Issue of new shares
There was no issue of new ordinary shares in 1H2025.

Subsidiary holdings
As at 30 June 2025, none of the Company's subsidiaries held any shares in the Company (30 June 2024: Nil).

Perpetual Capital Securities
In 2Q2017, the Company issued subordinated perpetual capital securities with an aggregate principal amount of S$200.0 million. The perpetual capital securities may be redeemed at the option of the Company, in whole, but not in part, on 16 June 2022 or on any Distribution Payment Date thereafter and otherwise upon the occurrence of certain redemption events as defined in the offering circular.

Such perpetual capital securities bear distributions at a rate of 3.95% per annum, with the first distribution rate reset falling on 16 June 2027 and subsequent resets occurring every 10 years thereafter. The distribution rate will be subject to a step-up of 1% per annum from 16 June 2027.

The distribution is payable semi-annually in arrears on a discretionary basis and will be cumulative and compounding in accordance with the terms and conditions of the offering circular.

For 1H2025, the Group paid S$3.9 million in perpetual capital securities distribution and had an accrual of S$0.3 million for perpetual capital securities distribution due in December 2025.

On 13 May 2022, the Company announced that it would not exercise the Issuer's Redemption Option on the First Call Date of 16 June 2022 to redeem the perpetual capital securities. For the avoidance of doubt, there will not be a reset of the distribution rate of the perpetual capital securities, which will remain at 3.95% per annum.

Outstanding Shares – Share-Based Plans

Performance Share Plans
As of 30 June 2025, the outstanding balance of conditional awards under the Performance Share Plans was 4,450,500 (30 June 2024: 3,191,000) ordinary shares.

Restricted Stock Plans
As of 30 June 2025, the outstanding balance of conditional awards under the Restricted Stock Plans was 3,904,085 (30 June 2024: 4,003,305) ordinary shares.

8. AUDIT

The financial statements have not been audited or reviewed.

9. AUDITORS' REPORT

Not applicable.

10. ACCOUNTING POLICIES

The Group and Company have applied the same accounting policies and methods of computation in the financial statements for the current financial period consistent with those of the audited financial statements for the year ended 31 December 2024.

In the current financial period, the Group and the Company have adopted all applicable new and revised Singapore Financial Reporting Standards (International), ("SFRS(I)") and Interpretations of SFRS(I) ("INT SFRS(I)") that are relevant to its operations and effective for annual periods beginning on 1 January 2025.

The application of the new and revised standard and interpretation did not result in substantial changes to the Group's and the Company's accounting policies and has no material effect on the financial statements.

The Condensed Interim Financial Information is prepared in accordance with SFRS(I) 1-34 Interim Financial Reporting.

11. CHANGES IN ACCOUNTING POLICIES AND ESTIMATES

Please refer to Note 10.

12. GROUP EARNINGS PER ORDINARY SHARE

	Half Year ended 30 Jun	
	2025	2024
Basic		
Earnings per share	2.6 cents	4.6 cents
Weighted average number of shares ('000)	1,719,917	1,716,524
Diluted		
Earnings per share	2.5 cents	4.5 cents
Weighted average number of shares ('000)	1,729,553	1,724,388

13. NET ASSET VALUE PER ORDINARY SHARE

	Group		Company	
	30 Jun 2025	31 Dec 2024	30 Jun 2025	31 Dec 2024
Net asset value per share	33.9 cents	35.4 cents	154.0 cents	150.1 cents

14. ANY VARIANCE BETWEEN PROSPECT STATEMENT PREVIOUSLY DISCLOSED AND THE ACTUAL RESULTS

The Group defended its revenue base with 3.0% YoY growth in 1H2025, mainly supported by higher contributions from Managed Services[3] under Regional Enterprise Business, which rose by S$18.0 million or 12.8% YoY; Broadband, which increased by S$5.5 million or 4.4% YoY; and Cybersecurity Services, which increased by S$29.8 million or 20.1% YoY. These were partially offset by lower contributions from Mobile and Entertainment revenues.

The Group's EBITDA for 1H2025 was S$203.3 million, which was below our FY2025 guidance of maintaining YoY stability.

Total CAPEX commitment entered in 1H2025 amounted to S$43.8 million or 3.9% of total revenue, which was below our FY2025 guidance for CAPEX commitment of between 9% and 11% of total revenue including investments[4].

15. GROUP OUTLOOK

StarHub has concluded its broad-based transformational investments across IT and Network Infrastructure and is now focused on execution and value realisation through leveraging the hybrid multi-cloud platforms built. This includes driving higher customer lifetime value and customer experience for consumers; and enabling new business models and monetisation opportunities through the Enterprise business' Modern Digital Infrastructure ("MDI") platform and solutions, as well as scaling up regionally, both organically and inorganically.

To reinforce long-term resilience, the Group is sharpening its cost discipline alongside the shift in business and operating models enabled by its new growth platforms. Key structural cost initiatives over the mid-term include (i) legacy decommissioning, (ii) network automation, (iii) systems re-architecture, and (iv) business simplification.

[3] Includes STQ, JOS MY and JOS SG (formerly grouped under Regional ICT Services)
[4] Excluding spectrum right but including 5G Capex as well as investments relating to DARE+ and IT Transformation.

Amid an escalating cyber threat landscape, StarHub intends to sharpen its cybersecurity focus and step up ongoing investments to establish itself as a leading practitioner. This includes continued investments as a national telco, as well as efforts to bring cyber secure Modern Digital Infrastructure solutions to Government and Enterprise clients. Powered by a fully digitalised, hybrid multi-cloud core enabled by Cloud Infinity, StarHub is optimally positioned to scale cybersecurity both as a competitive edge and a bulwark for national resilience. These investments will be rigorously evaluated for return on investment, supporting commercial value while safeguarding customers' and national interests – aligned with broader calls for stronger private sector cyber leadership.

The Consumer business continues to navigate an intensely price-competitive market, where eroding prices challenge industry sustainability. Notwithstanding, StarHub's performance and market share have remained relatively resilient, supported by its competitive levers – Infinity Play, cross-product bundling, and the Multi-Brand, Multi-Segment strategy. As part of its strategic ambition to increase revenue market share across bands and segments the Group intends to compete more aggressively in 2H2025. This will be supported by the deployment of the 700 MHz spectrum to uplift network quality and deepen customer-centric innovation while concurrently positioning the business for eventual market stabilisation.

To maintain competitive agility, StarHub is retaining strategic flexibility to adopt a more aggressive commercial stance in 2H2025. Accordingly, the Group is revising its FY2025 EBITDA outlook from being stable YoY to achieving 88% to 92% of the FY2024 EBITDA excluding the utilisation of a non-recurring provision disclosed under Cost of Sales. This revision reflects a deliberate strategic decision to preserve competitiveness and defend market share, while continuing to invest in long-term growth levers.

Meanwhile, the Enterprise business remains StarHub's growth engine, registering double-digit YoY revenue growth in 1H2025 backed by robust YoY order book growth. Focused on its MDI platform and solutions delivered by the Managed Services segment – which is anchored in StarHub's niche in converging Connectivity, Cloud, and Cybersecurity; with Cloud Infinity as its backbone. Integration of regional subsidiaries has accelerated, bringing together the Group's full regional go-to-market engine and delivery capabilities. With growing MDI client references and track record – including Singapore's first smart business district, Punggol Digital District – StarHub plans to scale up its Enterprise business regionally while concurrently exploring synergistic and accretive M&A opportunities.

FY2025 Capex outlook remains unchanged at 9% to 11% of Total Revenue, excluding the 700 MHz spectrum rights payment of $188.0 million made in June 2025.

Dividend

The Group is declaring an interim dividend of 3.0 cents per ordinary share for the half year ended 30 June 2025, consistent with the Group's earlier outlook statement to distribute the higher of 6.0 cents per ordinary share for the full year or as per the Group's dividend policy[5].

Despite the spectrum payment and lower EBITDA expectations for FY2025, the Group's aforementioned dividend outlook for FY2025 remains unchanged, supported by its strong cash balance and healthy cash generation. While Free Cash Flow may be temporarily

[5] *Dividend Policy: To distribute at least 80% of net profit attributable to shareholders (adjusted for one-off, non-recurring items), payable on a semi-annual basis.*

impacted in FY2025 due to the spectrum payment, the Group expects positive Free Cash Flow trends to resume from FY2026.

StarHub continues to be committed to driving long-term total shareholder returns despite near-term challenges. The Group reiterates its commitment to its dividend policy, despite near-term impact expected.

Some of the statements in this release constitute forward-looking statements" that do not directly or exclusively relate to historical facts. These forward-looking statements reflect our current intentions, plans, expectations, assumptions and beliefs about future events and are subject to risks, uncertainties and other factors, many of which are outside our control. Important factors that could cause actual results to differ materially from the expectations expressed or implied in the forward-looking statements include known and unknown risks. Because actual results could differ materially from our intentions, plans, expectations, assumptions and beliefs about the future, you are urged to view all forward-looking statements contained in this release with caution.

16. DIVIDENDS

(a) Current financial period reported on

Any dividend recommended for the current financial period reported on? Yes

Name of Dividend	Interim
Dividend Type	Cash; Tax-exempt (1-tier) dividend
Dividend Amount	S$0.030 per ordinary share
Tax Rate	Exempt (1-tier)

(b) Corresponding period of the immediately preceding financial year

Any dividend declared for the corresponding period of the immediately preceding financial year? Yes

Name of Dividend	Interim
Dividend Type	Cash; Tax-exempt (1-tier) dividend
Dividend Amount	S$0.030 per ordinary share
Tax Rate	Exempt (1-tier)

(c) Date payable

The interim dividend will be paid on 5 September 2025.

(d) Record date

Notice is hereby given that the Register of Members and the Transfer Books of the Company will be closed on 25 August 2025.

Duly completed registrable transfers received by the Company's share registrar, Boardroom Corporate & Advisory Services Pte. Ltd., 1 Harbourfront Avenue, Keppel Bay Tower, #14-07, Singapore 098632 up to the close of the business at 5.00 p.m. on 22 August 2025 will be registered to determine members' entitlement to the interim dividend. Subject as aforesaid, persons whose securities accounts with The Central

Depository (Pte) Limited are credited with ordinary shares of the Company as at 5.00 p.m. on 22 August 2025 will be entitled to the interim dividend.

(e) Dividends Paid

During the half year ended 30 June 2025, a final tax-exempt (one-tier) dividend of 3.2 cents per ordinary share totalling S$55.1 million was paid in respect of the previous financial year ended 31 December 2024.

17. IF NO DIVIDEND HAVE BEEN DECLARED/RECOMMENDED, A STATEMENT TO THAT EFFECT

Not applicable

18. FAIR VALUE MEASUREMENT

The following summarises the significant methods and assumptions used in estimating the fair values of financial instruments of the Group and Company:

Derivatives

Marked-to-market valuations of the forward exchange contracts are provided by the banks. Those quotes are tested using pricing models or discounted cash flow techniques. Where discounted cash flow techniques are used, estimated future cash flows are based on management's best estimates and the discount rate is a market related rate for a similar instrument at the reporting date. Where other pricing models are used, inputs are based on market related data at the reporting date.

Borrowings

The fair values of fixed interest-bearing borrowings which reprice within one year of reporting date were assumed to equate the carrying value. All other fixed interest-bearing borrowings are calculated using discounted cash flow models based on the present value of future principal and interest cash flows, discounted at the market rate at the reporting date.

As at 30 June 2025, the fair value of bank loans are S$830.5 million (31 December 2024: S$630.1 million) and the fair value of medium term notes are S$499.8 million (31 December 2024: S$470.2 million).

Contingent consideration and forward liability to acquire non-controlling interests
The fair values of contingent consideration and forward liability to acquire non-controlling interests are based on estimates from the associated probabilities of achieving performance targets by the investee and the expected payment amount.

Changing the significant unobservable inputs used to reasonably estimate possible alternative assumptions would have no significant impact on the fair value of the contingent consideration.

The fair value of the forward liability will increase/(decrease) if the expected average financial performance of Strateq is higher/(lower).

Other financial assets and liabilities

The carrying amounts of financial assets and liabilities with maturity of less than one year are assumed to approximate their fair values.

The fair value of non-current other financial assets and financial liabilities was calculated using the discounted cash flow model based on the present value of expected cashflows at the market rates at the reporting date. The carrying amounts approximate their fair values.

Fair value hierarchy

The table below analyses financial instruments carried at fair value, by valuation method. The different levels have been defined as follows:
Level 1: quoted prices (unadjusted) in active markets for identical assets or liabilities.
Level 2: inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices).
Level 3: inputs for the asset or liability that are not based on observable market data (unobservable inputs).

The following table represents the assets and liabilities measured at fair value, using the above valuation methods, at reporting date:

	Fair value Level	30 Jun 25 S$m	30 Jun 24 S$m
Group			
Financial assets			
Other investments	1	0.8	2.1
Marked-to-market financial instrument			
– Forward exchange contracts	2	-	1.2
Financial liabilities			
Marked-to-market financial instrument			
– Forward exchange contracts	2	9.9	0.2
Forward liability to acquire non-controlling interests	3	7.2	13.6
Company			
Financial assets			
Other investments	1	0.8	2.1
Marked-to-market financial instrument			
– Forward exchange contracts	2	-	1.2
Financial liabilities			
Marked-to-market financial instrument			
– Forward exchange contracts	2	9.9	0.2

The following table presents the reconciliation from the opening balances to the ending balances for fair values based on unobservable inputs (Level 3):

	Forward liability to acquire non-controlling interests	
	30 Jun 25 S$m	30 Jun 24 S$m
Balance as at 1 January	11.2	13.3
Total unrealised (gains)/losses recognised in income statement	0.3	-
Total realised (gains)/losses recognised in income statement	(3.7)	-
Settlements during the period		
Translation differences	(0.5)	0.3
Balance as at 30 June	7.2	13.6

19. SEGMENT REPORTING

	Telecommunications [1]	Cybersecurity [2]	Total	Telecommunications [1]	Cybersecurity [2]	Total
	Half Year ended 30 Jun			Half Year ended 30 Jun		
	2025 S$m	2025 S$m	2025 S$m	2024 S$m	2024 S$m	2024 S$m
Mobile	274.1	-	274.1	289.7	-	289.7
Broadband	99.4	-	99.4	109.4	-	109.4
Entertainment	128.3	-	128.3	122.9	-	122.9
Regional Enterprise Business	296.1	-	296.1	277.3	-	277.3
Cybersecurity Services	-	178.2	178.2	-	148.4	148.4
Sales of equipment	152.7	-	152.7	157.2	-	157.2
Total revenue	950.6	178.2	1,128.8	956.5	148.4	1,104.9
EBITDA	208.3	(5.0)	203.3	231.9	(8.1)	223.8
Depreciation & amortisation	(113.5)	(3.8)	(117.3)	(109.7)	(3.8)	(113.4)
Non-operating income	-	-	-	-	0.2	0.2
Non-operating expense	(14.8)	-	(14.8)	(0.0)	-	(0.0)
Finance income	6.4	1.2	7.6	8.4	1.7	10.1
Finance expense	(20.3)	(0.1)	(20.4)	(21.1)	(0.1)	(21.3)
Share of gain of associate (net of tax)	2.3	-	2.3	0.1	-	0.1
Share of gain of joint venture (net of tax)	2.0	-	2.0	0.7	-	0.7
Profit before taxation	**70.4**	**(7.6)**	**62.8**	**110.3**	**(10.1)**	**100.2**
Taxation	(14.7)	0.2	(14.5)	(20.7)	0.5	(20.2)
Profit for the year	**55.7**	**(7.4)**	**48.3**	**89.6**	**(9.6)**	**79.9**
Assets and liabilities						
Non-current assets	1,615.2	122.6	1,737.8	1,458.0	120.1	1,578.1
Current assets	1,054.2	447.2	1,501.4	1,064.5	375.4	1,439.9
Total assets	**2,669.4**	**569.8**	**3,239.2**	**2,522.6**	**495.4**	**3,018.0**
Borrowings	1,330.1	-	1,330.1	1,138.4	-	1,138.4
Other non-current liabilities	257.5	7.6	265.1	261.5	8.8	270.3
Other current liabilities	670.0	235.4	905.4	711.0	169.2	880.2
Total liabilities	**2,257.5**	**243.0**	**2,500.5**	**2,110.9**	**178.0**	**2,288.9**
Other information						
Capital expenditure [3]	266.1	1.9	268.0	76.8	0.5	77.4
Free cash flow [4]	(148.6)	(23.3)	(171.8)	121.8	(20.1)	101.6

Notes:

(1) Telecommunications segment comprises the Group's Mobile, Entertainment, Broadband, Enterprise Business and Sales of Equipment. In addition, it includes MyRepublic Broadband, JOS SG, Strateq and JOS MY.

(2) Cybersecurity segment comprises Ensign and D'Crypt, where the sale of D'Crypt was completed in February 2024

(3) Segment capital expenditure is the total costs incurred during the year to acquire property, plant and equipment and intangible assets

(4) Free Cash Flow refers to net cash from operating activities less purchase of fixed assets in the cash flow statement

20. INTERESTED PERSON TRANSACTIONS

	Nature of Relationship	Aggregate value of all interested person transactions conducted under shareholders' mandate pursuant to Rule 920 of the SGX Listing Manual (excluding transactions less than S$100,000) 1 January 2025 to 30 June 2025 S$m	Aggregate value of all interested person transactions (excluding transactions less than S$100,000 and transactions conducted under a shareholders' mandate pursuant to Rule 920 of the SGX Listing Manual) 1 January 2025 to 30 June 2025 S$m
Transactions for the Sale of Goods & Services			
SembCorp Industries Ltd & its associates	Associates of StarHub Ltd 's controlling shareholder	1.4	-
Singapore Power Limited & its associates		0.6	-
Singapore Airlines Limited		0.8	-
Singapore Technologies Engineering Ltd & its associates		1.8	-
Singapore Technologies Telemedia Pte Ltd & its associates		1.4	-
Singapore Telecommunications Limited & its associates		1.5	-
Temasek Holdings (Private) Limited and its associates (other than those disclosed above)	Controlling shareholder of StarHub Ltd and its associates	4.2	-
		11.7	-
Transactions for the Purchase of Goods & Services			
Capitaland Limited & its associates	Associates of StarHub Ltd 's controlling shareholder	0.2	-
SembCorp Industries Ltd & its associates		8.8	-
Singapore Technologies Telemedia Pte Ltd & its associates		5.5	-
Singapore Telecommunications Limited & its associates		6.8	-
Temasek Holdings (Private) Limited and its associates (other than those disclosed above)	Controlling shareholder of StarHub Ltd and its associates	2.9	-
		24.2	-

21. NEGATIVE ASSURANCE CONFIRMATION

The Directors confirm that, to the best of their knowledge, nothing has come to the attention of the Board of Directors which may render the above unaudited financial results for the half year ended 30 June 2025 to be false or misleading in any material aspect.

On behalf of the Board of Directors

Olivier Lim Tse Ghow
Director

Nikhil Oommen Jacob Eapen
Director

Singapore
13 August 2025

22. CONFIRMATION THAT THE ISSUER HAS PROCURED UNDERTAKINGS FROM ALL ITS DIRECTORS AND EXECUTIVE OFFICERS

The Company confirms that it has procured undertakings from all its directors and executive officers under Rule 720(1) of the Listing Manual of Singapore Exchange Securities Trading Limited.