

Issuer & Securities

Issuer/ Manager

RAFFLES EDUCATION CORPORATION LIMITED

Security

RAFFLES EDUCATION CORP LTD - SG2C97968151 - NR7

Announcement Details

Announcement Title

Annual General Meeting

Date & Time of Broadcast

14-Oct-2021 17:59:31

Status

New

Announcement Reference

SG211014MEET5BGN

Submitted By (Co./ Ind. Name)

CHEW HUA SENG

Designation

CHAIRMAN & CEO

Financial Year End

30/06/2021

Event Narrative

Narrative Type	Narrative Text
Additional Text	<p>ANNUAL GENERAL MEETING::VOLUNTARY</p> <p>2. Proxy Form; 3. Circular to Shareholders on the Proposed Adoption of the Raffles Education Corporation Performance Share Plan (Year 2021).</p>

Event Dates

Meeting Date and Time

30/10/2021 10:00:00

Response Deadline Date

28/10/2021 10:00:00

Event Venue(s)

Place

Venue(s)	Venue details
Meeting Venue	The AGM will be held via electronic means. Shareholders will not be able to attend the AGM in person.

Attachments



[1. RE - Notice of AGM - 30 Oct 2021.pdf](#)



[2. RE - AGM 30 Oct 2021 - Proxy Form - By way of electronic means.pdf](#)



[3. RE - AGM 31 Oct 2021 - Circular - Proposed Adoption Performance Share Plan 2021.pdf](#)

Total size =310K MB

Raffles Education

RAFFLES EDUCATION CORPORATION LIMITED

(Incorporated in Singapore)
Company Registration No. 199400712N

NOTICE OF ANNUAL GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Annual General Meeting (“AGM”) of Raffles Education Corporation Limited (the “Company”) will be convened via electronic means on 30 October 2021 at 10.00 a.m. to transact the following businesses:

AS ORDINARY BUSINESS

1. To receive and adopt the Directors’ Statement and Audited Financial Statements of the Company for the financial year ended 30 June 2021 together with the Independent Auditor’s Report thereon.
[Resolution 1]
2. To re-elect the following Directors retiring pursuant to the Company’s Constitution:-
 - (a) Mr Chew Hua Seng {retiring pursuant to Article 91} **[Resolution 2]**
 - (b) Mr Ng Kwan Meng {retiring pursuant to Article 97} **[Resolution 3]**
 - (c) Mdm Lim Siew Mun {retiring pursuant to Article 97} **[Resolution 4]**

Notes:

Mr Chew Hua Seng is the Chairman and Chief Executive Officer. Upon re-election, he will continue to serve as the Chairman, Chief Executive Officer and a member of Nomination Committee.

Mr Ng Kwan Meng is the Independent Director. Upon re-election, he will continue to serve as the Chairman of the Risk Management Committee and a member of the Audit and Remuneration Committee.

Mdm Lim Siew Mun is the Independent Director. Upon re-election, she will continue in the capacity as the member of the Audit, Nomination, Remuneration and Risk Management Committee.

Detailed information on these Directors (including information as set out in Appendix 7.4.1 of the Listing Manual of the Singapore Exchange Securities Trading Limited) can be found under “Supplemental Information on Directors Seeking Re-election” and “Board of Directors” in the Company’s Annual Report 2021.

3. To note the retirement of Mdm Gan Hui Tin who has indicated that she does not wish to seek for re-election as a Director of the Company pursuant to Article 93(b) of the Company’s Constitution.
[See Explanatory Note to Ordinary Business (i)]
4. To approve the proposed Directors’ fees of S\$277,230/- for the financial year ended 30 June 2021. [2020: S\$257,983/-]
[Resolution 5]
5. To re-appoint Messrs BDO LLP as Auditor of the Company and to authorise the Directors to fix their remuneration.
[Resolution 6]
6. To transact any other ordinary business that may properly be transacted at an Annual General Meeting.

AS SPECIAL BUSINESS

To consider and, if thought fit, to pass the following Ordinary Resolutions with or without any modifications:-

7. Authority to allot and issue shares up to fifty per cent (50%) of issued share capital.

THAT pursuant to Section 161 of the Companies Act, Chapter 50 of Singapore (the “**Companies Act**”) and Rule 806 of the Listing Manual of the Singapore Exchange Securities Trading Limited of SGX-ST (the “**SGX- ST**”), authority be and is hereby given to the Directors of the Company to:

- (a) (i) issue and allot new shares in the capital of the Company (“**Shares**”) whether by way of rights, bonus or otherwise; and/ or
- (ii) make or grant offers, agreements or options (collectively, “**Instruments**”) that might or would require Shares to be issued during the continuance of this authority or thereafter, including but not limited to the creation and issue of (as well as adjustments to) securities, warrants, debentures or other instruments convertible into Shares,
- at any time and upon such terms and conditions and for such purposes and to such persons as the Directors may in their absolute discretion deem fit; and
- (b) (notwithstanding that the authority conferred by this Resolution may have ceased to be in force) issue Shares in pursuance of any Instrument made or granted by the Directors while this Resolution was in force.

provided that:

- (i) the aggregate number of Shares to be issued pursuant to this Resolution (including the Shares to be issued in pursuance of Instruments made or granted pursuant to this Resolution) shall not exceed fifty per cent (50%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings* in each class) (as calculated in accordance with sub-paragraph (ii) below), of which the aggregate number of Shares to be issued other than on a *pro-rata* basis to existing shareholders of the Company (including shares to be issued in pursuance of Instruments made or granted pursuant to this Resolution) shall not exceed twenty per cent (20%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings in each class) (as calculated in accordance with sub-paragraph (ii) below);
- (ii) subject to such other manner of calculation as may be prescribed by the SGX-ST, for the purpose of determining the aggregate number of Shares that may be issued under sub-paragraph (i) above, the percentage of issued Shares shall be based on the total number of issued Shares (excluding treasury shares and subsidiary holdings in each class) at the time this Resolution is passed, after adjusting for:
- (A) any new Shares arising from the conversion or exercise of any convertible securities or share options or vesting of share awards, provided the options or awards were granted in compliance with Part VIII of Chapter 8, which are issued and outstanding or subsisting at the time this Resolution is passed; and
- (B) any subsequent bonus issue, consolidation or sub-division of Shares;

*“Subsidiary holdings” shall refer to the Company held by any subsidiary of the Company in accordance with the provision of the Companies Act.

- (iii) in exercising the authority conferred by this Resolution, the Company shall comply with the provisions imposed by the SGX-ST from time to time and the provisions of the Listing Manual of the SGX-ST for the time being in force (in each case, unless

such compliance has been waived by the SGX-ST), all applicable legal requirements under the Companies Act and otherwise, and the Constitution for the time being of the Company; and

- (iv) such authority shall, unless revoked or varied by the Company in a general meeting, continue in force until the conclusion of the next AGM of the Company or the date by which the next AGM of the Company is required by law to be held, whichever is the earlier.”

[See Explanatory Note (i)]

[Resolution 7]

- 8. To receive and adopt the statement prepared pursuant to Section 164A of the Companies Act for the financial year ended 30 June 2021 together with the Independent Auditor’s Report thereon.

[See Explanatory Note (ii)]

[Resolution 8]

- 9. The Proposed Adoption of the RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021)

THAT:

- (a) the share incentive scheme to be named the “RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021)” (the “**Plan**”), details of which are set out in the Circular, be and is hereby approved and adopted; and

- (b) the directors of the Company (the “**Directors**”) be and are hereby authorized:

- (i) to establish and administer the Plan;
- (ii) to modify and/or amend the Plan from time to time provided that such modifications and/or amendments are effected in accordance with the Rules of the Plan and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Plan;
- (iii) to grant awards (the “**Awards**”) in accordance with the Rules of the Plan and to allot and issue or deliver from time to time such number of Shares required pursuant to the vesting of the Awards under the Plan; and
- (iv) to complete and do all acts and things (including executing such documents as may be required) as they may consider necessary, desirable or expedient for the purposes of or to give effect to this resolution as they think fit and in the interests of the Company.

[See Explanatory Note (iii)]

[Resolution 9]

BY ORDER OF THE BOARD

Keloth Raj Kumar (Mr)
Company Secretary

15 October 2021

EXPLANATORY NOTES ON ORDINARY BUSINESS TO BE TRANSACTED:

- (i) Mdm Gan Hui Tin who will not be seeking re-appointment and will retire as a Director of the Company on 30 October 2021 at the conclusion of the AGM of the Company. Upon her retirement, she will relinquish her position as the Chairman of Nomination Committee and a member of the Audit Committee.

EXPLANATORY NOTES ON SPECIAL BUSINESS TO BE TRANSACTED:

- (i) The proposed **Resolution 7**, if passed, will empower the Directors of the Company from the date of the passing of the Resolution to the earlier of the date of the next AGM, or the date by which the next AGM is required by law to be held, to allot and issue shares and to grant instruments (such as warrants, debentures or other securities) convertible into shares, and to issue shares in pursuance of such instruments, unless such authority is earlier revoked or varied by the shareholders of the Company at a general meeting.

The aggregate number of shares which the Directors may issue (including shares to be issued pursuant to convertibles) under this Resolution shall not exceed fifty per cent (50%) of the total number of issued shares (excluding treasury shares and subsidiary holdings in each class). For issue of shares other than on a *pro rata* basis to shareholders of the Company, the aggregate number of shares to be issued (including shares to be issued pursuant to convertibles) shall not exceed twenty per cent (20%) of the total number of issued shares (excluding treasury shares and subsidiary holdings in each class).

- (ii) The Company has received notice from its shareholders pursuant to Section 164A of the Companies Act. **Resolution 8** relates to the receipt and adoption of the statement ("**S164A Statement**") prepared pursuant to Section 164A of the Companies Act setting out the emoluments and other benefits paid to or received by each of the directors of the Company and each of the directors of its subsidiaries, for the financial year ended 30 June 2021. The S164A Statement can be downloaded from the Company's website at the URL <https://raffles.education/>.
- (iii) Further details in relation to **Resolution 9** are set out in the circular to shareholders dated 15 October 2021 ("**Circular**"). The Circular can be downloaded from the Company's website at the URL <https://raffles.education/>. All capitalised terms used in Resolution 9 which are not defined herein shall have the same meanings ascribed to them in the Circular, unless otherwise defined herein or where the context otherwise requires.

Notes:

1. The AGM is being convened, and will be held, by electronic means pursuant to the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020.
2. Printed copies of this Notice, the accompanying S164A Statement, Circular and the Proxy Form will **NOT** be sent to members. Instead, these documents will be sent to members solely by electronic means on the SGXNET and will also be made available on the Company's website at the URL <https://raffles.education/>.
3. In light of the above developments, members will not be able to attend the AGM in person. Instead, alternative arrangements relating to members' participation at the AGM are:
 - (a) observing and/or listening to the AGM proceedings contemporaneously via a "live" audio-visual webcast and a "live" audio-only feed of the AGM proceedings (the "**Live AGM Webcast**" and "**Live AGM Audio Feed**", respectively);
 - (b) submitting questions in advance in relation of the resolutions set out in the Notice of AGM; and
 - (c) appointing the Chairman of the AGM as proxy to attend, speak and vote on their behalf at the AGM. Please refer to the notes below for further detail on the alternative arrangements.

Live AGM Webcast and Live AGM Audio Feed:

4. Members will not be able to attend the AGM in person. Members will be able to watch and listen to the AGM proceedings through the Live AGM Webcast via mobile phone, tablet, computer or any such electronic device or listen to the Live AGM Audio Feed via telephone. In order to do so, members must pre-register online at the URL <https://globalmeeting.bigbangdesign.co/raffles2021agm/> by 10.00 a.m. on Thursday, 28 October 2021 (the “**Registration Deadline**”) to enable the Company to verify their members’ status.
5. Following the verification of their status as members and upon the closure of pre-registration, authenticated members will receive email instructions to access the Live AGM Webcast and the Live AGM Audio Feed of the AGM proceedings by 10.00 a.m. on Friday, 29 October 2021. Members who have received the email instructions must not forward the email instructions to other persons who are not members or who are not entitled to attend the AGM. Members who register by the Registration Deadline but do not receive the abovementioned email instructions by 10.00 a.m. on Friday, 29 October 2021 may contact the Company’s Share Registrar by email at main@zicoholdings.com for assistance.
6. Persons who hold shares of the Company through relevant intermediaries (as defined in Section 181 of the Companies Act), including investors who have used their CPF monies and/or the Supplementary Retirement Scheme monies to buy shares (“**CPF Investors**” and “**SRS Investors**” respectively), and who wish to participate in the AGM should, in addition to pre-registering online, contact their respective relevant intermediaries (which would include, in the case of CPF Investors and SRS Investors, CPF Agent Banks and SRS Operators) through which they hold such shares as soon as possible in order for the necessary arrangements to be made for their participation in the AGM.

Submission of Questions in Advance:

7. Members will not be able to raise questions at the AGM during the Live AGM Webcast or the Live AGM Audio Feed. Members who pre-register to watch the Live AGM Webcast or Live AGM Audio Feed may submit questions relating to the Proposed Resolution to be tabled for approval at the AGM in advance of the AGM. To do so, all questions must be submitted by at 10.00 a.m on Wednesday, 27 October 2021:
 - (i) via the pre-registration website at the URL <https://globalmeeting.bigbangdesign.co/raffles2021agm/>;
 - (ii) by post to the registered office of the Company at 51 Merchant Road, Raffles Education Square, Singapore 058283; or
 - (iii) via email to ir@raffles.education.

A member who wishes to submit his/her/its questions by post or by email is required to indicate the following details when submitting his/ her/its questions to the address or email address stated above, in order to enable the Company to verify his/her/its shareholder status:

- (a) the member’s full name (for individuals)/ company name (for corporations) as it appears on his/her/its CDP/CPF/SRS share records;
- (b) the member’s NRIC/passport number/company registration number;
- (c) the member’s contact number and email address;
- (d) the manner in which the member holds his/her/its share in the Company (e.g. via CDP, CPF or SRS) and the number of shares held. The Company will not be able to answer questions from persons who provide insufficient details to enable the Company to verify his/her/ its shareholder status.

8. Persons who hold shares of the Company through relevant intermediaries (as defined in Section 181 of the Companies Act), including CPF Investors and SRS Investors, can also submit their questions related to the resolutions to be tabled for approval at the AGM based on the abovementioned instructions.
9. The Company will endeavour to address the substantial and relevant questions relating to the agenda of the AGM before or during the AGM. The responses to questions from members will be posted on the SGXNET and the Company's website before the AGM, or if answered during the AGM, be included in the minutes of the AGM which will be published on the SGXNET and the Company's website within one month after the date of the AGM.

Submission of Proxy Form to Vote:

10. Members will not be able to vote online or through the Live AGM Webcast or the Live AGM Audio Feed on the Proposed Resolution to be tabled for approval at the AGM. Members (whether individual or corporate) who wish to exercise their votes at the AGM must submit a Proxy Form to appoint the Chairman of the AGM to attend the AGM and cast votes on their behalf. Members appointing the Chairman of the AGM as proxy must give specific instructions as to his manner of voting, or abstentions from voting, in the Proxy Form, failing which the appointment will be treated as invalid.
11. The Chairman of the AGM, as proxy, need not be a member of the Company.
12. The instrument appointing the Chairman of the AGM as proxy must be signed by the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, it must be executed either under its common seal or signed by its attorney or officer duly authorised.
13. Where an instrument appointing the Chairman of the AGM as proxy is signed on behalf of the appointer or by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be attached to the instrument of proxy, failing which the instrument may be treated as invalid.
14. The duly executed Proxy Form (together with the power of attorney or other authority, if any, under which the instrument of proxy is signed or a duly certified copy of that power of attorney or other authority, failing previous registration with the Company), must be submitted:
 - (i) by post to the office of the Share Registrar of the Company (B.A.C.S. Private Limited) at 8 Robinson Road, #03-00, ASO Building Singapore 048544; or
 - (ii) via email to main@zicoholdings.com

in each case, not less than 48 hours before the time appointed for holding the AGM, i.e. by 10.00 a.m. on Thursday, 28 October 2021, and in default of which the Proxy Form shall not be treated as valid.

A member who wishes to submit the Proxy Form must first download, complete and sign the Proxy Form, before submitting the hardcopy by post to the address provided above, or before scanning and sending it by email to the email address provided above.

15. In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for members to submit completed Proxy Forms by post, members are strongly encouraged to submit completed Proxy Forms electronically via email.
16. Persons who hold shares through relevant intermediaries (as defined in Section 181 of the Companies Act), including CPF Investors and SRS Investors, who wish to exercise their votes by appointing the Chairman of the AGM as proxy should approach their respective relevant intermediaries (which would include, in the case of CPF Investors and SRS Investors, CPF Agent Banks and SRS Operators) through which they hold such shares in order to submit their voting instructions at least seven working days before the AGM (i.e. by 10.00 a.m. on Thursday, 21 October 2021).

17. The Company shall be entitled to reject the instrument appointing the Chairman of the AGM as proxy if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing the Chairman of the AGM as proxy. In addition, in the case of a member whose shares are entered in the Depository Register, the Company may reject any instrument appointing a proxy or proxies lodged if the member, being the appointor, is not shown to have shares entered against his name in the Depository Register as at 72 hours before the time appointed for holding the AGM, as certified by The Central Depository (Pte) Limited to the Company.

IMPORTANT NOTICE: Due to the evolving COVID-19 situation in Singapore, the Company may be required to change the AGM arrangements at short notice. The Company will announce any changes to the holding or conduct of the AGM via the SGXNET. Members are advised to check the SGXNET regularly for updates on the AGM.

The Company would like to thank all Shareholders for their patience and co-operation in enabling the Company to hold its AGM with the optimum safe distancing measures amidst the current COVID-19 pandemic.

PERSONAL DATA PRIVACY

By submitting an instrument appointing the Chairman of the AGM as proxy to attend, speak and vote at the AGM and/ or any adjournment thereof, a member of the Company, or (b) submitting details for the registration to observe the proceedings of the AGM via the Live AGM Webcast or the Live AGM Audio Feed, or (c) submitting any question prior to the AGM in accordance with this notice, a member of the Company consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the following purposes:

- (i) processing and administration by the Company (or its agents or service providers) of the appointment of the Chairman of the AGM as proxy for the AGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the AGM (including any adjournment thereof);
- (ii) processing of the registration for purpose of granting access to members (or their corporate representatives in the case of members which are legal entities) to observe the proceedings of the AGM and providing them with any technical assistance where necessary;
- (iii) addressing relevant and substantial questions from members received before the AGM and if necessary, following up with the relevant members in relation to such questions; and
- (iv) enabling the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines by the relevant authorities.

The member's personal data may be disclosed or transferred by the Company to its share registrar and/ or other agents or bodies for any of the abovementioned purposes, and retained for such period as may be necessary for the Company's verification and record purposes.

RAFFLES EDUCATION CORPORATION LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration Number: 199400712N)

ANNUAL GENERAL MEETING PROXY FORM

(Please see notes overleaf before completing this Proxy Form)

IMPORTANT

1. Due to the COVID-19 situation in Singapore, the AGM will be held via electronic means and members will not be able to attend the AGM in person. Alternative arrangements to attend and participate in the AGM via electronic means include arrangements by which the meeting can be electronically accessed via "live" audio-visual webcast and a "live" audio-only feed, submission of questions in advance of the AGM, addressing of substantial and relevant questions before or at the AGM, and voting by appointing the Chairman of the AGM as proxy at the AGM, are set out in the Notice of AGM dated 15 October 2021 ("**Notice of AGM**"). Please refer to the Notice of AGM for further details on the alternative arrangements including on how to pre-register to participate at the AGM.
2. CPF Investors and SRS Investors, who wish to exercise their votes by appointing the Chairman of the AGM as proxy, should approach their respective relevant intermediaries (which would include, in the case of CPF Investors and SRS Investors, CPF Agent Banks and SRS Operators) through which they hold such shares in order to submit their voting instructions at least seven working days before the AGM.

I/We _____ (name) _____ (NRIC/ Passport/ Company Registration No.) of _____ (address)

being a member/members* of **RAFFLES EDUCATION CORPORATION LIMITED** (the "**Company**", together with its subsidiaries, the "**Group**"), hereby appoint the chairman ("**Chairman**") of the Annual General Meeting (the "**AGM**") of the Company as my/our* proxy/proxies to attend and to vote for me/us* on my/our* behalf at the AGM of the Company to be held by way of electronic means on 30 October 2021 at 10.00 a.m.

I/We* direct the Chairman of the AGM as my/our* *proxy/proxies to vote for or against or abstain from the ordinary resolutions to be proposed at the AGM as indicated hereunder.

No.	Resolution	For**	Against**	Abstain**
1.	To receive and adopt the Directors' Statement and Audited Financial Statements of the Company for the financial year ended 30 June 2021 together with the Independent Auditor's Report thereon.			
2.	To re-elect Mr Chew Hua Seng as a Director {retiring pursuant to Article 91}.			
3.	To re-elect Mr Ng Kwan Meng as a Director {retiring pursuant to Article 97}.			
4.	To re-elect Ms Lim Siew Mun as a Director {retiring pursuant to Article 97}.			
5.	To approve the proposed Directors' fees of S\$277,230/- for the financial year ended 30 June 2021. [2020: S\$257,983/-]			
6.	To re-appoint Messrs BDO LLP as Auditor of the Company and to authorise the Directors to fix their remuneration.			
7.	Authority to allot and issue shares up to fifty per cent (50%) of total issued shares capital.			
8.	To receive and adopt the S164A Statement together with the Independent Auditor's Report thereon.			
9.	The Proposed Adoption of the Raffles Education Corporation Performance Share Plan (Year 2021)			

* Delete accordingly

** If you wish to exercise all your votes "For" or "Against" on the relevant Resolution, please tick (✓) within the relevant box provided. Alternatively, if you wish to exercise your votes both "For" and "Against" the relevant Resolution, please insert the relevant number of Shares in the boxes provided. If you mark "X" in the abstain box for a particular resolution, you are directing the Chairman of the Meeting not to vote on that resolution. In the absence of specific directions in respect of a resolution, the appointment of the Chairman of the Meeting as your proxy for that resolution will be treated as invalid.

Dated this _____ day of _____ 2021.

Total number of Shares held in CDP Register (Note 1)

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

IMPORTANT: PLEASE READ NOTES OVERLEAF

Notes:

1. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 81SF of the SFA), you should insert that number of Shares. If you have Shares registered in your name in the register of members of the Company (the “**Register of Members**”), you should insert that number of Shares. If you have Shares entered against your name in the Depository Register and Shares registered in your name in the Register of Members, you should insert the aggregate number of Shares entered against your name in the Depository Register and registered in your name in the Register of Members. If no number is inserted, the instrument appointing a proxy or proxies shall be deemed to relate to all the Shares held by you.
2. A member will not be able to attend the AGM in person or to vote online or through the Live AGM Webcast or the Live AGM Audio Feed on the proposed resolutions to be tabled for approval at the AGM. Members (whether individual or corporate) who wish to exercise their votes at the AGM must submit a Proxy Form to appoint the Chairman of the AGM to attend the AGM and cast votes on their behalf. Members appointing the Chairman of the AGM as proxy must give specific instructions as to his manner of voting, or abstentions from voting, in the Proxy Form, failing which the appointment will be treated as invalid.
3. The Chairman of the AGM, being a proxy, need not be a member of the Company.
4. This instrument appointing the Chairman of the AGM as a proxy, duly executed, must be submitted (a) by post to the office of the Share Registrar of the Company (B.A.C.S. Private Limited) at 8 Robinson Road, #03-00, ASO Building Singapore 048544 or (b) by email to main@zicoholdings.com , not less than 48 hours before the time appointed for holding the AGM. In view of the current COVID-19 situation and the related safe distancing measures which may make it difficult for members to submit completed proxy forms by post, members are strongly encouraged to submit completed proxy forms electronically via email.
5. The instrument appointing the Chairman of the AGM as proxy must be signed by the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, it must be executed either under its common seal or signed by its attorney or officer duly authorised.
6. Where an instrument appointing the Chairman of the AGM as proxy is signed on behalf of the appointor or by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be attached to the instrument of proxy, failing which the instrument may be treated as invalid.
7. Persons who hold shares through relevant intermediaries (as defined in Section 181 of the Companies Act), including investors who have used their CPF monies and/or the Supplementary Retirement Scheme monies to buy shares (“**CPF Investors**” and “**SRS Investors**” respectively), who wish to exercise their votes by appointing the Chairman of the AGM as proxy should approach their respective relevant intermediaries (which would include, in the case of CPF Investors and SRS Investors, CPF Agent Banks and SRS Operators) through which they hold such shares in order to submit their voting instructions at least seven working days before the AGM (i.e. by 10.00 a.m. on Thursday, 21 October 2021).
8. The Company shall be entitled to reject the instrument appointing the Chairman of the AGM as proxy if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument appointing the Chairman of the AGM as proxy. In addition, in the case of a member whose shares are entered in the Depository Register, the Company may reject any instrument appointing a proxy or proxies lodged if the member, being the appointor, is not shown to have shares entered against his name in the Depository Register as at 72 hours before the time appointed for holding the AGM, as certified by The Central Depository (Pte) Limited to the Company.

Personal Data Privacy

By submitting this instrument appointing the Chairman as a proxy, the member is deemed to have accepted and agreed to the personal data privacy terms set out in the Notice of AGM of the Company dated 15 October 2021.

CIRCULAR DATED 15 OCTOBER 2021

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

If you have sold or transferred all your shares in Raffles Education Corporation Limited, you should immediately hand this Circular, Notice of Annual General Meeting and the accompanying Proxy Form to the purchaser or the transferee or to the bank, stockbroker or other agent through whom the sale was effected for onward transmission to the purchaser or transferee.

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

RafflesEducation
RAFFLES EDUCATION CORPORATION LIMITED
Company Registration No. 199400712N
(Incorporated in Singapore)

**CIRCULAR TO SHAREHOLDERS
IN RELATION TO**

**THE PROPOSED ADOPTION OF THE RAFFLES EDUCATION CORPORATION
PERFORMANCE SHARE PLAN (YEAR 2021)**

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DEFINITIONS

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

- "2011 ESOS"** : The RAFFLES EDUCATION CORPORATION Share Option Scheme (Year 2011), approved and adopted by the Company on 23 March 2011
- "2011 Option"** : A share option to subscribe for new Shares granted pursuant to the 2011 ESOS
- "2021 AGM"** : The annual general meeting of the Company to be held on 30 October 2021 at 10.00 a.m., notice of which can be found on the Company's website at <https://raffles.education/>
- "Acceptance Form"** : A letter in such form as the Committee shall approve, from a Participant to the Committee confirming the Participant's acceptance of an Award
- "Act"** : The Companies Act (Chapter 50 of Singapore), as amended and modified from time to time
- "AGM"** : The annual general meeting of the Company
- "Annual Report"** : The annual report of the Company for the financial year ended 30 June 2021
- "Associate"** : (a) in relation to any Director, chief executive officer, substantial shareholder or Controlling Shareholder (being an individual) means:—
- (i) his immediate family;
 - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of 30% or more; and
- (b) in relation to a substantial shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
- "Associated Company"** : A company in which at least 20.0% but not more than 50.0% of its shares are held by the Company and/or its subsidiaries, or a subsidiary of such company, and over which the Company has control

“Associated Company Employees”	:	An executive or non-executive director of an Associated Company or a confirmed full-time employee of an Associated Company
“Award”	:	An award of Shares granted under the Scheme
“Award Date”	:	In relation to an Award, the date on which the Award is granted pursuant to the Scheme
“Award Letter”	:	A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee
“Board”	:	The board of Directors
“CDP”	:	The Central Depository (Pte) Limited
“Circular”	:	This circular to Shareholders dated 15 October 2021 in respect of the proposed adoption of the Scheme
“Committee”	:	A committee comprising the chairman of the Board, the chairman of the remuneration committee of the Company and one other member of the Board duly authorised and appointed by the Board to administer the Scheme
“Company”	:	Raffles Education Corporation Limited, a company incorporated in Singapore
“control”	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
“Controlling Shareholder”	:	A person who:— (a) holds directly or indirectly 15% or more of the total voting rights in the company. The SGX-ST may determine that a person who satisfies this paragraph (a) is not a controlling shareholder; or (b) in fact exercises control over a company
“Directors”	:	The directors of the Company for the time being
“EPS”	:	Earnings per Share
“Eligible Shareholders”	:	Shareholders who are eligible to participate in the proposed Plan, including the Directors
“Group”	:	The Company and its subsidiaries
“Group Employee”	:	An executive or non-executive director of any member of the Group or a confirmed full-time employee of any member of the Group
“Latest Practicable Date”	:	8 October 2021, being the latest practicable date prior to the printing of this Circular

"Listing Manual"	:	The Listing Manual of the SGX-ST, as amended, modified and supplemented from time to time
"Main Board"	:	The Main Board of the SGX-ST
"Market Day"	:	A day on which the SGX-ST is open for trading in securities
"Market Price"	:	A price equal to the average of the last dealt prices for a Share, as determined by reference to the daily official list or other publication published by the SGX-ST for the three (3) consecutive Market Days immediately preceding the Vesting Date
"New Shares"	:	The new Shares which may be allotted and issued from time to time pursuant to the vesting of Awards granted under the Plan
"Notice of 2021 AGM"	:	The notice of AGM of the Company dated 15 October 2021 convening the AGM to be held on 30 October 2021
"NTA "	:	Net tangible assets
"Participant"	:	The holder of an Award
"Performance-related Award"	:	An Award in relation to which a Performance Condition is specified
"Performance Condition"	:	In relation to a Performance-related Award, the condition specified on the Award Date in relation to that Award
"Performance Period"	:	In relation to a Performance-related Award, a period, the duration of which is to be determined by the Committee on the Award Date, during which the Performance Condition is to be satisfied
"Plan"	:	The proposed RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021), as the same may be amended, modified or altered from time to time
"Record Date"	:	The date fixed by the Company for the purposes of determining entitlements to dividends, rights, allotments or other distributions of Shareholders
"Release"	:	In relation to an Award, the release at the end of the Vesting Period relating to that Award of all or some of the Shares to which that Award relates in accordance with the Plan and, to the extent that any Shares which are the subject of the Award are not released pursuant to the Plan, the Award in relation to those Shares shall lapse accordingly, and "Released" shall be construed accordingly
"Released Award"	:	An Award in respect of which the Vesting Period relating to that Award has ended and which has been released in accordance with the Plan
"Rules"	:	The rules of the Plan, as set out in Appendix A to this Circular, as amended, modified or altered from time to time
"SFRS(I) 2"	:	The Singapore Financial Reporting Standard (International) 2

“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Shareholders”	:	The registered holders of the Shares or in the case of depositors, depositors who have Shares entered against their names in the Depository Register
“Shares”	:	Ordinary shares in the share capital of the Company
“Vesting”	:	In relation to Shares in respect of which the Vesting Period (if any) relating to the Shares has ended and which have vested in accordance with the Plan and “Vest” and “Vested” shall be construed accordingly
“Vesting Date”	:	In relation to Shares which are the subject of an Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares shall be Vested pursuant to the Plan
“Vesting Period”	:	In relation to an Award, a period or periods (if any), the duration of which is to be determined by the Committee at the Award Date, after the expiry of which Shares which are subject to the applicable period shall be Vested to the relevant Participant on the relevant Vesting Date, subject to the Plan
“S\$”	:	Singapore dollars
“%” or “per cent.”	:	Percentage or per centum

The terms “**depositor**”, “**depository agent**” and “**Depository Register**” shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act (Chapter 289 of Singapore). The term “**subsidiary**” shall bear the meaning ascribed to it in Section 5 of the Act. The term “**treasury shares**” shall have the meaning ascribed to it in Section 4 of the Act.

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

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined in the Act or any statutory modification thereof and not otherwise defined in this Circular shall have the same meaning assigned to it in the Act or any statutory modification thereof, as the case may be. Summaries of the provisions of any laws and regulations contained in this Circular are of such laws and regulations as at the Latest Practicable Date.

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

Any discrepancies in this Circular between the listed amounts and the totals thereof and/or the respective percentages are due to rounding.

RAFFLES EDUCATION CORPORATION LIMITED

Company Registration No. 199400712N
(Incorporated in Singapore)

LETTER TO SHAREHOLDERS

Directors

Mr Chew Hua Seng (*Chairman and Chief Executive Officer*)
Mr Lim How Teck (*Lead Independent Non-Executive Director*)
Mr Joseph He Jun (*Non-Independent Non-Executive Director*)
Mr Ng Kwan Meng (*Independent Non-Executive Director*)
Mdm Gan Hui Tin (*Independent Non-Executive Director*)
Mdm Lim Siew Mun (*Independent Non-Executive Director*)

Registered Office

51 Merchant Road
Raffles Education Square
Singapore 058283

15 October 2021

To: The Shareholders of Raffles Education Corporation Limited

Dear Sir / Madam

THE PROPOSED ADOPTION OF THE RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (YEAR 2021)

1. INTRODUCTION

1.1 2021 AGM

The Directors wish to refer Shareholders to:

- (a) the Notice of 2021 AGM convening the 2021 AGM; and
- (b) ordinary resolution 9 as set out in the Notice of 2021 AGM in relation to the proposed adoption of the Plan.

1.2 Circular

The purpose of this Circular is to provide Shareholders with information relating to the above proposal and to seek Shareholders' consent to the same at the 2021 AGM. The SGX-ST takes no responsibility for the accuracy of any statements or opinions made or reports contained in this Circular.

1.3 Listing of New Shares

The SGX-ST has on 8 October 2021 granted in-principle approval for the listing and quotation of the New Shares to be allotted and issued pursuant to the Plan on the Main Board of the SGX-ST, subject to the independent Shareholders' approval for the Plan and the Company's compliance with SGX-ST's listing requirements and guidelines.

Such in-principle approval of the SGX-ST is not to be taken as an indication of the merits of the Plan, the New Shares, the Company and/or its subsidiaries.

1.4 Legal Adviser

WongPartnership LLP is the legal adviser to the Company as to Singapore law in relation to the proposed adoption of the Plan.

2. THE EXISTING SHARE OPTION SCHEME

2.1 The Existing Share Option Scheme

The Company has in place an existing share incentive scheme, the 2011 ESOS, which was adopted at an extraordinary general meeting of the Company held on 23 March 2011 for a 10 year term which expired on 22 March 2021. Save for the 2011 ESOS, the Company does not have any other employee share scheme or employee share option scheme in place.

The Company wishes to adopt the Plan to replace the 2011 ESOS, subject to, and upon, approval of Shareholders being obtained for the Plan at the 2021 AGM. The Plan (if approved), will be the only share incentive scheme of the Company in force.

The terms of the 2011 ESOS will continue to apply to outstanding grants under the 2011 ESOS. For the avoidance of doubt, the expiration of the 2011 ESOS is without prejudice to the rights of the holders of the 2011 Options under the 2011 ESOS in respect of whom 2011 Options thereunder have been made and accepted. No further grants can be made under the 2011 ESOS as it has expired.

The rules of the 2011 ESOS are set out in Appendix B to this Circular.

2.2 2011 ESOS Awards

As at the Latest Practicable Date:

- (a) a total of 3,195,000 Shares have been allotted and issued pursuant to the exercise of the 2011 Options under the 2011 ESOS, and there remain outstanding and unexercised 2011 Options for an aggregate 1,970,000 Shares representing approximately 0.143% of the total number of issued Shares (excluding Treasury Shares) (including the lapsing of 2011 Options for 3,195,000 Shares). The outstanding and unexercised 2011 Options for an aggregate 1,970,000 Shares shall be exercised on or before 13 September 2028, following which, such 2011 Options shall to the extent unexercised, lapse;
- (b) there are 47 participants under the 2011 ESOS and 2011 Options granted thereunder for 3,195,000 Shares;
- (c) the aggregate number of Shares granted under the 2011 ESOS against the total number of issued Shares forming the existing share capital of the Company is approximately 0.2317%; and
- (d) the 2011 Options granted under the 2011 ESOS are subject to the conditions set out in the rules of the 2011 ESOS.

No Director, Controlling Shareholder and/or their Associates have been granted 2011 Options under the 2011 ESOS.

3. RATIONALE FOR AND BENEFITS OF THE PLAN

- 3.1 The purpose of adopting the Plan is to provide an opportunity for directors and employees of the Group and Associated Companies to participate in the equity of the Company so as to motivate them to greater dedication, loyalty and higher standards of performance, and to give recognition to non-executive directors of any member of the Group and Associated Company Employees who have contributed to the success and development of the Company and/or the Group.

- 3.2** The Plan is proposed on the basis that it is important to acknowledge the contribution, which is essential to the well-being and prosperity of the Group, made by directors and employees of the Group and Associated Companies. By adopting the Plan, the Company will give such directors and employees a stake in the Company and will help to achieve one or more of the following objectives:
- (a) motivate the Participants to optimise performance standards and efficiency and to maintain a high level of contribution;
 - (b) retain Participants whose contributions are important to the long-term growth and prosperity of the Group;
 - (c) foster a greater ownership culture within the Group and Associated Companies by aligning the interests of Participants with the interests of Shareholders;
 - (d) develop a participatory style of management which promotes greater commitment and dedication amongst the employees and instills loyalty and a stronger sense of identification with the long-term prosperity of the Group; and
 - (e) allow a portion of the directors' fees payable to non-executive directors of the Group and Associated Companies to be in the form of Awards under the Plan.
- 3.3** The Plan seeks to focus Participants on short to medium term critical performance targets, to develop a reward-for-performance culture in the Group and Associated Companies, and to encourage Participants to continuously improve their performance. As the actual number of Shares which the Participant will receive under the Plan will depend ultimately on the extent to which he satisfies the Performance Condition(s) set for each Performance Period, this creates a strong incentive for the Participant to focus on assigned tasks and to excel.
- 3.4** When deciding on the number of Shares to award to a Participant at any one point in time, the Committee will also take into consideration the number of Shares to be awarded to that Participant under any other share scheme at that time, if any.

4. THE PROPOSED ADOPTION OF THE PLAN

4.1 Background

The Company proposes to implement the Plan which is known as the "RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021)" with the objective of, amongst others, aligning the interests of the Participants with the interests of the Shareholders, motivating Participants to achieve performance targets of the Company and offering a total compensation package sufficiently competitive to attract and retain talent to help achieve the Company's corporate objectives.

The Plan will be subject to Shareholders' approval at the 2021 AGM. A summary of the principal Rules of the Plan is set out in paragraph 4.2 of this Circular.

4.2 Summary of Rules

The following are summaries of the principal Rules of the Plan:

4.2.1 Limitation on the Size of the Plan

The aggregate number of Shares over which the Committee may issue or deliver pursuant to all Awards granted under the Plan and in respect of all other share-based incentive schemes of the Company then in force (if any), shall not exceed 15% of the total issued Shares of the Company (excluding treasury shares and subsidiary holdings) on the date preceding the Award Date.

4.2.2 Eligibility

Group Employees and Associated Company Employees shall be eligible to participate in the Plan at the absolute discretion of the Committee, provided that each such person is:

- (a) at least 21 years of age on or before the Award Date;
- (b) not an undischarged bankrupt; and
- (c) not a Controlling Shareholder or an Associate of a Controlling Shareholder.

4.2.3 Duration of the Plan

The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the date on which the Plan is adopted by the Company in general meeting, provided always that the Plan may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.

The Plan may be terminated or suspended at any time by the Committee or, at the discretion of the Committee, by an ordinary resolution passed by the Shareholders at a general meeting, subject to all relevant approvals which may be required and if the Plan is so terminated, no further Awards shall be offered by the Company pursuant to the terms of the Plan.

4.2.4 Administration of the Plan

The Plan shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board. In accordance with the provisions of the Listing Manual and the Rules of the Plan, a member of the Committee must not be involved in the deliberations in respect of any Awards to be granted to him.

4.2.5 Categories of Awards

The Plan has two (2) categories of Awards, being the Performance-related Awards and the non-Performance-related Awards, which are briefly discussed below:

- (a) The Performance-related Awards provide that Shares which are the subject of that Award shall only be Released to the Participant at the end of the relevant Vesting Period or on the relevant Vesting Date (as the case may be), subject to the Committee having determined that the Performance Condition applicable to the Award has been satisfied at the end of the relevant Performance Period.
- (b) The non-Performance-related Awards provide that Shares which are the subject of the Award shall be Released to the Participant at the end of the relevant Vesting Period or on the relevant Vesting Date (as the case may be), subject to the Committee having determined that the conditions (if any) applicable to the Award have been satisfied. Such non-Performance Awards seek to, *inter alia*, acknowledge Participants for the contributions that they have made to the Group, encouraging them to maintain such levels of contributions, and aligning their interests with the interests of Shareholders.

Awards under the Plan represent the right of a Participant to receive fully paid Shares, their equivalent cash value or combinations thereof, free of charge, provided that certain Performance Conditions (if any) or other conditions (if any) are met and upon the expiry of the Vesting Periods (if any) which will be determined by the Committee on the Award Date. The proportion of Performance-related Awards and non-Performance-related Awards to be granted under the Plan have not been determined. Whether a Performance-related Awards or non-Performance-related Awards is granted would depend on the surrounding circumstances at the point in time.

It is the Company's present intention to grant Awards based on specified short to medium term critical targets based on criteria such as total Shareholders' returns, return on sales and profits being met over a short period of one (1) to three (3) years. The Board believes that the setting of short to medium term performance targets is in the Company's interests since Participants will be more highly motivated to obtain immediate rewards in a faster time frame thereby benefiting the Company in achieving accelerated performance and growth.

4.2.6 Grant of Awards

The number of Shares comprised in Awards shall be determined at the absolute discretion of the Committee who shall take into consideration criteria such as rank, responsibilities, past performance, years of service, contributions to the Group or Associated Company (as the case may be) and potential for future development of that employee.

The Committee may grant Awards in its absolute discretion at any time during the period when the Plan is in force, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, Awards may only be granted on or after the second Market Day from the date on which the aforesaid announcement is released. In addition, no offer to grant Awards shall be made during the period of one (1) month before the announcement of its half-year financial results (if applicable) and full-year financial results and the period of two (2) weeks before the announcement of the financial results of the Company for each of the first, second and third quarters of its financial year (if applicable).

4.2.7 Acceptance of Award

The grant of an Award must be accepted within 30 days from the Award Date of that Award, and in any event, not later than 5.00 p.m. on the 30th day from such Award Date. The Participant must return the duly completed and signed Acceptance Form to the Company.

4.2.8 Lapse of Award

4.2.8.1 Unless the Committee otherwise determines in its absolute discretion, an Award shall, to the extent not yet Released, lapse and the Participant shall have no claim whatsoever against the Company upon the occurrence of any of the following events:

- (a) subject to paragraphs 4.2.2, 4.2.8.2 and 4.2.8.3, upon the Participant ceasing to be in the full-time employment of the Group or Associated Company (as the case may be), or in the case of a Participant who is a non-executive director, ceasing to be a director of such company, for any reason whatsoever;
- (b) upon the bankruptcy of the Participant or the happening of any other event which results in such Participant being deprived of the legal or beneficial ownership of such Award;
- (c) in the event of any misconduct on the part of the Participant, as determined by the Committee in its sole and absolute discretion;
- (d) upon the company by which the Participant is employed ceasing to be a company within the Group or Associated Company (as the case may be), or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group or Associated Company (as the case may be), or in the case of a Participant who is a non-executive director, upon the company by which the Participant is appointed ceasing to be a company within the Group or Associated Company (as the case may be); or
- (e) in the event that the Committee shall, at its discretion, deem it appropriate that such Award granted to a Participant shall so lapse on the grounds that any of the objectives of the Plan have not been met.

4.2.8.2 If a Participant ceases to be employed by the Group or Associated Company (as the case may be) or in the case of a Participant who is an executive director or non-executive director of a company within the Group or Associated Company (as the case may be), ceases to be a director of such company by reason of his:

- (a) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
- (b) redundancy;
- (c) retirement at or after the legal retirement age;
- (d) retirement before the legal retirement age with the consent of the Committee; or
- (e) any other reason approved in writing by the Committee,

an Award then held by that Participant may, to the extent not yet Released, at the absolute discretion of the Committee be Released.

4.2.8.3 If a Participant dies and at the date of his death holds any Award which has not yet been Released, such Award may, at the discretion of the Committee, be Released to the duly appointed personal representatives of the Participant.

4.2.8.4 In the case of a Performance-related Award, the Committee shall have the absolute discretion to waive the full compliance of the Performance Condition on the part of the Participant upon the occurrence of any of the events provided in paragraphs 4.2.8.2 or 4.2.8.3 of this Circular. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant, the proportion of the Performance Period which has elapsed and the extent to which the Performance Condition has been satisfied.

4.2.9 Rights of Shares

Shares which are allotted and issued or treasury shares which are transferred on the Release of an Award shall be subject to all the provisions of the Constitution of the Company, and shall rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which falls on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

The Committee has the flexibility and power to, if the circumstances require, make a Release of an Award wholly or partly in the form of cash rather than Shares.

4.2.10 Variation of Capital

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

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

may be adjusted in such manner as the Committee may deem to be appropriate.

For the avoidance of doubt, the issue of securities as consideration for an acquisition of any assets by the Company will not be regarded as a circumstance requiring adjustment.

Notwithstanding the above:

- (i) no adjustment shall be made if as a result, any Participant receives a benefit that a Shareholder does not receive; and
- (ii) any determination by the Committee as to whether to make any adjustment and if so, the manner in which such adjustment should be made, must (except in relation to a bonus issue) be confirmed in writing by the auditors of the Company (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

Upon any adjustment being made, the Committee shall notify the Participant in writing informing him of the number of Shares thereafter to be issued or transferred on the Vesting of an Award. Any adjustment shall take effect upon such written notification being given.

4.2.11 Modifications to the Plan

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

- (a) no modification or alteration shall alter adversely the rights attaching to any Award granted prior to such modification or alteration except with the consent in writing of such number of Participants who would be allotted, issued or transferred no less than 75% of the Shares which would be allotted, issued or transferred if the affected Awards were Released upon the expiry of all the Vesting Periods applicable to those Awards;
- (b) any modification or alteration which would be to the advantage of Participants under the Plan shall be subject to the prior approval of the Shareholders in general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the SGX-ST, or any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities as may be necessary.

4.3 Disclosure in the Annual Report in respect of the Plan

The following disclosures (as applicable) will be made by the Company in its Annual Report so long as the Plan continues in operation and as from time to time required by the SGX-ST:

- (a) the names of the members of the Committee administering the Plan;
- (b) the information required in the table below for the following Participants:
 - (i) Directors of the Company; and
 - (ii) Participants, other than those in (i) above, who are entitled to receive 5.0% or more of the total number of Shares available under the Plan.

Name of Participant	Number of Shares delivered pursuant to Awards Released during financial year under review (including number of new Shares issued and existing Shares transferred)	Aggregate number of Shares comprised in Awards granted since commencement of Plan to end of financial year under review	Aggregate number of Shares comprised in Awards which have Vested since commencement of Plan to end of financial year under review	Aggregate number of Shares comprised in Awards which have not been Released as at end of financial year under review

If any of the above is not applicable, an appropriate negative statement shall be included therein.

5. PARTICIPATION BY ASSOCIATED COMPANY EMPLOYEES AND NON-EXECUTIVE DIRECTORS IN THE PLAN

5.1 Participation by Associated Company Employees in the Plan

While the Plan caters principally to the Group Employees, it is recognised that Associated Company Employees are able to make significant contributions to the Group through their close working relationship with the Group, even though they are not employed within the Group.

Associated Company Employees

Associated Companies Employees are persons who are in a position to provide valuable support and inputs to the Company through their close working relationship and/or business association with the Company and its subsidiaries. They provide assistance and support to the Company on a continuing basis in the development and implementation of business strategies, investments and projects in which the Company and/or its subsidiaries has interests. The Company recognises that the continued support of these persons is important to its growth and development, well-being and stability. The inclusion of such persons under the Plan would provide the Company with the flexibility to explore and determine the most appropriate method to acknowledge contributions or special efforts made by them over periods of time.

In deciding whether to grant Award(s) to the Associated Company Employees, the Company will consider, *inter alia*, the contributions of such individuals to the success and development of the Company and/or the Group before selecting them for participation in the Plan. For the purposes of assessing their contributions, the Committee may adopt a performance framework which incorporates financial and/or non-financial performance criteria.

5.2 Participation by Non-Executive Directors (including Independent Directors) in the Plan

The Plan shall also extend to non-executive Directors (including independent Directors) of the Group. The non-executive Directors come from different professions and various backgrounds and contribute much experience, knowledge and expertise towards the corporate governance and business management of the Group, as well as invaluable guidance in relation to the strategic planning and development of the Group, thus providing the Group with holistic solutions when evaluating and considering their business issues and opportunities.

While not specifically involved in the day-to-day running and management of the Group, the non-executive Directors are frequently consulted on matters in relation to various aspects relating to the business of the Group and in return, they are entitled to receive nominal director's fees for their contributions and services. However, it may not always be possible to quantify the contributions and services rendered by them in monetary terms due to the nature and scope of their responsibilities. In view of this, the Company proposes extending participation in the Plan to such non-executive Directors as part of their remuneration package in recognition of their services and contributions to the growth and development of the Group. It is currently contemplated that a portion of the remuneration package of the non-executive Directors will be in the form of Awards under the Plan, which may be subject to such conditions and/or Vesting Periods as the Committee may deem fit.

Before granting any Awards to a non-executive Directors, the Committee will take into careful consideration relevant factors such as his contributions to the growth of the Group, his attendance and participation in meetings of the Company and the years of service of such person. Although certain of these non-executive Directors may sit on the Committee, the rules of the Plan provide that a member of the Committee shall not be involved in the deliberations of the Committee in respect of any grant of Awards to him.

The Directors are of the view that the participation by the independent non-executive directors in the Plan will not affect the independence of such independent non-executive directors. While the independent non-executive Directors will be granted Award(s) under the Plan, it is contemplated that the number of Shares subject to such Award(s) will not be significant, and notwithstanding any grant of Awards to them, such grants of Awards will not affect their independence.

6. FINANCIAL EFFECTS OF THE PLAN

The financial effects of the Company granting Awards under the Plan are as follows:

6.1 Share Capital

The Plan will result in an increase in the Company's issued share capital only if the new Shares are issued to Participants pursuant to the Awards. This will in turn depend on, *inter alia*, the number of Awards granted and the prevailing market price of the Shares on the SGX-ST. However, if existing Shares are purchased for delivery to Participants or if treasury shares are transferred and delivered to Participants in lieu of issuing new Shares, the Plan will have no impact on the Company's issued share capital.

6.2 EPS

The Plan is likely to have a dilutive impact on the Company's consolidated EPS following the increase in the Company's number of issued Shares to the extent that new Shares are allotted and issued in relation to the Awards.

6.3 NTA

When new Shares are issued under the Plan, there would be no effect on the NTA. However, if instead of issuing new Shares to the Participants under the Plan, existing Shares are purchased for delivery to Participants, the NTA would be impacted by the cost of the Shares purchased.

6.4 Cost of Awards

The grant of any Awards under the Plan, is considered a share-based payment that falls under the scope of the Singapore Financial Reporting Standards (International) (in particular, the SFRS(I) 2) or such other accounting standards that are currently in force.

Under SFRS(I) 2, with respect to the Awards, as Participants will receive Shares in settlement of the Awards, the Awards would be accounted for as equity-settled share-based transactions, as described in the following paragraphs:

- (a) The fair value of employee services received in exchange for the grant of the Awards would be recognised as a charge to the consolidated income statement over the period between the Award Date and the Vesting Date of an Award. For Awards, the total amount of charge over the Vesting Period is determined by reference to the fair value of each Award granted at the Award Date and the number of Shares Vested at the Vesting Date, with a corresponding credit to reserve account. Before the end of the Vesting Period, at each accounting year end, the estimate of the number of Awards that are expected to Vest by the Vesting Date is revised, and the impact of the revised estimate is recognised in the consolidated income statement with a corresponding adjustment to the reserve account. After the Vesting Date, no adjustment to the charge to the consolidated income statement is made.
- (b) The amount charged to the income statement also depends on whether or not the Performance Condition attached to an Award is measured by reference to the market price of the Shares. This is known as a market condition. If the Performance Condition is a market condition, the probability of the Performance Condition being met is taken into account in estimating the fair value of the Award granted at the grant date, and no adjustments to the amounts charged to the income statement are made whether or not the market condition is met. However, if the Performance Condition is not a market condition, the fair value per Share of the Awards granted at the grant date is used to compute the amount to be charged to the income statement at each accounting date, based on an assessment at that date of whether the non-market conditions would be met to enable the Awards to Vest. Thus, where the Vesting conditions do not include a market condition, there would be no cumulative charge to the income statement if the Awards do not ultimately Vest.

7. ANNUAL GENERAL MEETING

The 2021 AGM will be convened via electronic means on 30 October 2021 at 10.00 a.m. for the purpose of considering and, if thought fit, passing the ordinary resolutions set out in the Notice of 2021 AGM.

8. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who are unable to attend the 2021 AGM and wish to appoint a proxy to attend and vote at the 2021 AGM on their behalf must complete, sign and return the proxy form in accordance with the instructions printed thereon as soon as possible and in any event so as to arrive at the registered office of the Company not less than 48 hours before the time fixed for the 2021 AGM. The completion and return of a proxy form by a Shareholder does not preclude him from attending and voting in person at the 2021 AGM should he subsequently decide to do so. A depositor shall not be regarded as a member of the Company entitled to attend the 2021 AGM to speak and vote thereat unless his name appears in the Depository Register as at 72 hours before the 2021 AGM.

9. ABSTENTION FROM VOTING

Eligible Shareholders shall abstain from voting in respect of ordinary resolution 9 as set out in the Notice of 2021 AGM.

The Company shall disregard any votes cast by any Eligible Shareholder in respect of the aforementioned ordinary resolutions.

The Eligible Shareholders shall not accept nominations to act as proxy, corporate representative or attorney to vote in respect of the said ordinary resolutions unless the Shareholders appointing them have indicated clearly how their votes are to be cast in respect of the said ordinary resolutions.

10. DIRECTORS' RECOMMENDATION

As all the Directors (save for Mr Chew Hua Seng, who is a Controlling Shareholder) are eligible to participate in, and are therefore interested in, the Plan, they have refrained from making any recommendation as to how Shareholders should vote in respect of ordinary resolution 9 as set out in the Notice of 2021 AGM.

The Director who is not eligible to participate in the Plan, namely Mr Chew Hua Seng, is of the view that the Plan is in the interests of the Company. Accordingly, he recommends that Shareholders **vote in favour** of ordinary resolution 9 as set out in the Notice of 2021 AGM.

Save as set out in this Circular, including that non-executive Directors may participate in the Plan and that a portion of the remuneration package of the non-executive Directors may be in the form of Awards under the Plan, none of the Directors has any interest, direct or indirect, in the Plan.

11. DIRECTORS' RESPONSIBILITY STATEMENT

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

12. INSPECTION OF DOCUMENTS

Copies of the proposed Rules of the Plan, appended as Appendix A to this Circular, are available for inspection at the registered office of the Company at 51 Merchant Road, Raffles Education Square, Singapore 058283 during normal business hours on any weekday (public holidays excluded) from the date of this Circular up to and including the date of the 2021 AGM¹.

Yours faithfully

For and on behalf of the Board of Directors of

RAFFLES EDUCATION CORPORATION LIMITED

Mr Chew Hua Seng

Chairman and Chief Executive Officer

¹ *Inspection shall be subject to any applicable control order or regulatory restriction relating to safe distancing which may be issued by the relevant authorities*

RULES OF THE PLAN

RULES OF THE RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (YEAR 2021)

1. NAME OF THE PLAN

The Plan shall be called the “RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021)”.

2. DEFINITIONS

2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

<u>“Acceptance Form”</u>	A letter in such form as the Committee shall approve, from a Participant to the Committee confirming the Participant’s acceptance of an Award
<u>“Acceptance Period”</u>	The period within which a grant of Award may be accepted, as described in Rule 7.2
<u>“Act”</u>	The Companies Act (Chapter 50 of Singapore), as amended and modified from time to time
<u>“Adoption Date”</u>	The date on which the Plan is adopted by the Company in general meeting
<u>“Associate”</u>	Has the meaning ascribed to it in the Listing Manual
<u>“Associated Company”</u>	A company in which at least 20.0% but not more than 50.0% of its shares are held by the Company and/or its subsidiaries and over which the Company has control
<u>“Associated Company Employee”</u>	An executive or non-executive director of an Associated Company or a confirmed full-time employee of an Associated Company.
<u>“Auditors”</u>	The auditors for the time being of the Company
<u>“Award”</u>	An award of Shares granted under the Plan
<u>“Award Date”</u>	In relation to an Award, the date on which an Award is granted pursuant to Rule 6
<u>“Award Letter”</u>	A letter in such form as the Committee shall approve, confirming an Award granted to a Participant by the Committee
<u>“Board”</u>	The board of Directors for the time being of the Company
<u>“CDP”</u>	The Central Depository (Pte) Limited

<u>“Committee”</u>	A committee comprising the chairman of the Board, the chairman of the remuneration committee of the Company and one other member of Board duly authorised and appointed by the Board to administer the Plan
<u>“Company”</u>	Raffles Education Corporation Limited, a company incorporated in Singapore
<u>“Constitution”</u>	The Constitution of the Company, as amended, modified and altered from time to time
<u>“control”</u>	Has the meaning ascribed to it in the Listing Manual
<u>“Controlling Shareholder”</u>	Has the meaning ascribed to it in the Listing Manual
<u>“CPF”</u>	Central Provident Fund
<u>“Group”</u>	The Company and its subsidiaries
<u>“Group Employee”</u>	An executive or non-executive director of any member of the Group or a confirmed full-time employee of any member of the Group
<u>“Listing Manual”</u>	Listing Manual of the SGX-ST, as may be amended, modified or altered from time to time
<u>“Market Day”</u>	A day on which the SGX-ST is open for trading of securities
<u>“Market Price”</u>	A price equal to the average of the last dealt prices for a Share, as determined by reference to the daily official list or other publication published by the SGX-ST for the three (3) consecutive Market Days immediately preceding the Vesting Date
<u>“Participant”</u>	The holder of an Award
<u>“Performance-related Award”</u>	An Award in relation to which a Performance Condition is specified
<u>“Performance Condition”</u>	In relation to a Performance-related Award, the condition specified on the Award Date in relation to that Award
<u>“Performance Period”</u>	In relation to a Performance-related Award, a period (to be determined by the Committee on the Award Date) during which the Performance Condition is to be satisfied
<u>“Plan”</u>	The RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021) as modified or altered from time to time
<u>“Record Date”</u>	The date fixed by the Company for the purposes of determining entitlements to dividends, rights, allotments or other distributions of Shareholders

<u>“Release”</u>	In relation to an Award, the release at the end of the Vesting Period relating to that Award of all or some of the Shares to which that Award relates in accordance with Rule 9 and, to the extent that any Shares which are the subject of the Award are not released pursuant to Rule 9, the Award in relation to those Shares shall lapse accordingly, and <u>“Released”</u> shall be construed accordingly
<u>“Release Schedule”</u>	In relation to an Award, a schedule (if any) in such form as the Committee shall approve, in accordance with which Shares which are the subject of that Award shall be Released
<u>“Rules”</u>	The rules of the Plan, as may be amended from time to time
<u>“securities accounts”</u>	The securities account maintained by a Depositor with CDP
<u>“SGX-ST”</u>	Singapore Exchange Securities Trading Limited
<u>“Shareholders”</u>	The registered holders of the Shares or in the case of Depositors, Depositors who have Shares entered against their names in the Depository Register
<u>“Shares”</u>	Ordinary shares in the share capital of the Company
<u>“Vesting”</u>	In relation to Shares in respect of which the Vesting Period (if any) relating to the Shares has ended and which have vested in accordance with the Plan and <u>“Vest”</u> and <u>“Vested”</u> shall be construed accordingly
<u>“Vesting Date”</u>	In relation to Shares which are the subject of an Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares shall be Vested pursuant to Rule 9
<u>“Vesting Period”</u>	In relation to an Award, a period or periods (if any), the duration of which is to be determined by the Committee at the Award Date, after the expiry of which Shares which are subject to the applicable period shall be Vested to the relevant Participant on the relevant Vesting Date, subject to Rule 9
<u>“%”</u>	Per centum or percentage

- 2.2 The terms “Depositor”, “Depository Register” and “Depository Agent” shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act (Chapter 289 of Singapore). The term “subsidiary” shall bear the meaning ascribed to it in Section 5 of the Act. The term “treasury shares” shall have the meaning ascribed to it in Section 4 of the Act.
- 2.3 Any reference in the Plan to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act and used in these Rules shall have the meaning assigned to it under the Act.
- 2.4 Words importing the singular number shall include the plural number where the context admits and *vice versa*. Words importing the masculine gender shall include the feminine gender where the context admits.
- 2.5 Any reference to a time of day shall be a reference to Singapore time.

3. OBJECTIVES

The Plan is a share incentive scheme. The purpose of the Plan is to provide an opportunity for directors and employees of the Group and Associated Companies to participate in the equity of the Company so as to motivate them to greater dedication, loyalty and higher standards of performance, and to give recognition to non-executive directors of any member of the Group and Associated Company Employees who have contributed to the success and development of the Company and/or the Group. The Plan is proposed on the basis that it is important to acknowledge the contribution, which is essential to the well-being and prosperity of the Group, made by such persons. The Company, by adopting the Plan, will give such persons a real and meaningful stake in the Company and will help to achieve one or more of the following objectives:

- (a) motivate the Participants to optimise performance standards and efficiency and to maintain a high level of contribution;
- (b) retain Participants whose contributions are important to the long-term growth and prosperity of the Group;
- (c) foster a greater ownership culture within the Group and Associated Companies by aligning the interests of Participants with the interests of Shareholders;
- (d) develop a participatory style of management which promotes greater commitment and dedication amongst the employees and instils loyalty and a stronger sense of identification with the long-term prosperity of the Group; and
- (e) allow a portion of the directors' fees payable to non-executive directors of the Group and Associated Companies to be in the form of Awards under the Plan.

4. ELIGIBILITY

4.1 Group Employees and Associated Company Employees shall be eligible to participate in the Plan at the absolute discretion of the Committee, provided that each such person is:

- (a) at least 21 years of age on or before the Award Date;
- (b) not an undischarged bankrupt; and
- (c) not a Controlling Shareholder or an Associate of a Controlling Shareholder.

4.2 In determining the eligibility of Participants to participate in the Plan, the number of Shares which are the subject of each Award to be granted to a Participant and the Vesting Period, the Committee shall be at liberty to take into consideration such criteria as the Committee may, at its absolute discretion, deem appropriate, which may include but are not limited to:

- (a) the performance of the Company and/or the Group and/or the Associated Company (as the case may be);
- (b) the length of service, designation and individual performance of the Participant; and
- (c) the contribution and potential contribution of the Participant to the success and development of the Company and/or the Group and/or the Associated Company (as the case may be).

4.3 There shall be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by any other companies within the Group or by any Associated Company or otherwise.

5. LIMITATIONS UNDER THE PLAN

- 5.1 The aggregate number of Shares over which the Committee may issue or deliver pursuant to all Awards granted under Plan and in respect of all other share-based incentive schemes of the Company then in force (if any), shall not exceed 15% of the total issued Shares of the Company excluding treasury shares and subsidiary holdings on the date preceding the Award Date. For the avoidance of doubt, in respect of any Award which has lapsed (in whole or in part), such number of Shares which were not Released thereunder shall not count towards this limit.
- 5.2 The number of Shares in respect of which Awards may be granted to any Group Employee or Associated Company Employee (as the case may be) in accordance with the Plan shall be determined at the absolute discretion of the Committee, who shall take into account (where applicable) criteria such as rank, responsibilities, past performance, years of service, contributions to the Group or Associated Company (as the case may be) and potential for future development of that employee.

6. GRANT OF AWARD

- 6.1 The Committee may, subject as provided in Rules 4, 5 and 11, grant Awards at any time during the period when the Plan is in force, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, Awards may only be granted on or after the second Market Day from the date on which the aforesaid announcement is released. Provided further that no offer to grant Awards shall be made during the period of one (1) month before the announcement of its half-year financial results (if applicable) and full-year financial results and the period of two (2) weeks before the announcement of the financial results of the Company for each of the first, second and third quarters of its financial year (if applicable).
- 6.2 The Award Letter to grant the Award shall be in, or substantially in, the form set out in Appendix 1, subject to such modification as the Committee may from time to time determine.
- 6.3 For the avoidance of doubt, Participants are not required to pay for the grant of Awards.
- 6.4 In relation to any Award granted to any Participant, the Committee shall have full discretion to determine whether such Award shall be subject to any conditions (including without limitation Performance Condition(s)) or Vesting Period.

7. ACCEPTANCE OF AWARD

- 7.1 An Award shall be personal to the Participant to whom it is granted and shall not be transferred (other than to a Participant's personal representative on the death of that Participant, or to such other Participant as may be directed by the Committee), charged, assigned, pledged or otherwise disposed of, in whole or in part, unless with the prior approval of the Committee, and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award without such approval of the Committee, that Award shall immediately lapse.
- 7.2 The closing date for the acceptance for the grant of any Award under Rule 6 shall be no earlier than 15 days and no later than 30 days from the Award Date of that Award. The grant of an Award shall be accepted no later than 5.00 p.m. on the 30th day of the Award Date of that Award by completing, signing and returning the Acceptance Form in, or substantially in, the form set out in Appendix 2, subject to such modification as the Committee may from time to time determine. The Award is deemed not accepted until actual receipt by the Company of the duly signed and completed Acceptance Form.

- 7.3 If a grant of an Award is not accepted in the manner as provided in Rule 7.2, such offer shall, upon the expiry of the Acceptance Period, automatically lapse and become null, void and of no effect. The Company shall be entitled at its absolute discretion to reject any purported acceptance of the grant of an Award made pursuant to this Rule 7 which does not strictly comply with the terms and conditions of this Scheme.
- 7.4 In the event that the grant of an Award results in a contravention of any applicable law, subsidiary legislation or other regulation, such grant shall be null, void and of no effect and the relevant Participant shall have no claim whatsoever against the Company.
- 7.5 Unless the Committee determines otherwise, the grant of an Award shall automatically lapse and become null, void and of no effect and shall not be capable of acceptance if:
- (a) it is not accepted in the manner as provided in Rule 7.2 within the Acceptance Period;
 - (b) the Participant dies prior to his acceptance of the Award;
 - (c) the Participant is adjudicated a bankrupt or enters into composition with his creditors prior to his acceptance of the Award;
 - (d) the Participant ceases to be in the employment of the Group or Associated Company (as the case may be), or in the case of a Participant who is an executive director or non-executive director, ceases to be a director of such company, in each case, for any reason whatsoever prior to his acceptance of the Award; or
 - (e) the Company is liquidated or wound up prior to the Participant's acceptance of the Award.

8. EVENTS PRIOR TO VESTING DATE

- 8.1 Unless the Committee otherwise determines in its absolute discretion, an Award shall, to the extent not yet Released, lapse and the Participant shall have no claim whatsoever against the Company upon the occurrence of any of the following events:
- (a) subject to Rules 4.1, 8.2 and 8.3, upon the Participant ceasing to be in the full-time employment of the Group or Associated Company (as the case may be), or in the case of a Participant who is a non-executive director, ceasing to be a director of such company, for any reason whatsoever;
 - (b) upon the bankruptcy of the Participant or the happening of any other event which results in such Participant being deprived of the legal or beneficial ownership of such Award;
 - (c) in the event of any misconduct on the part of the Participant, as determined by the Committee in its sole and absolute discretion;
 - (d) upon the company by which the Participant is employed ceasing to be a company within the Group or Associated Company (as the case may be), or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group or Associated Company (as the case may be), or in the case of a Participant who is a non-executive director, upon the company by which the Participant is appointed ceasing to be a company within the Group or Associated Company (as the case may be); or
 - (e) in the event that the Committee shall, at its discretion, deem it appropriate that such Award granted to a Participant shall so lapse on the grounds that any of the objectives of the Plan (as set out in Rule 3) have not been met.

For the purpose of Rule 8.1(a), the Participant shall be deemed to have ceased to be so employed as of the earlier of the date the notice of resignation or termination, or the cessation of his employment/ appointment with the Group, as the case may be.

- 8.2 If a Participant ceases to be employed by the Group or Associated Company (as the case may be) or in the case of a Participant who is an executive director or non-executive director of a company within the Group or Associated Company (as the case may be), ceases to be a director of such company by reason of his:
- (a) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (b) redundancy;
 - (c) retirement at or after the legal retirement age;
 - (d) retirement before the legal retirement age with the consent of the Committee; or
 - (e) any other reason approved in writing by the Committee,

an Award then held by that Participant may, to the extent not yet Released, at the absolute discretion of the Committee be Released.

- 8.3 If a Participant dies and at the date of his death holds any Award which has not yet been released, such Award may, at the discretion of the Committee, be Released to the duly appointed personal representatives of the Participant.
- 8.4 Without prejudice to any other provision contained in the Rules, in the case of a Performance-related Award, the Committee shall have the absolute discretion to waive the full compliance of the Performance Condition on the part of the Participant upon the occurrence of any of the events provided in Rules 8.2 or Rule 8.3. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant, the proportion of the Performance Period which has elapsed and the extent to which the Performance Condition has been satisfied. Where Awards are Released, the Committee will, as soon as practicable after the Awards have been Released, procure the allotment or transfer to each Participant of the number of Shares so determined in accordance with Rule 9. If the Committee so determines, the Release of Awards may be satisfied in cash as provided in Rule 9.

9. RELEASE OF AWARDS

9.1 Review of Performance Condition(s) in relation to Performance-related Awards:

- (a) In relation to each Performance-related Award, the Committee shall, as soon as reasonably practicable after the end of the relevant Performance Period, review the Performance Condition(s) specified in respect of such Award and determine at its discretion:
 - (i) whether the Performance Condition(s) have been satisfied and if so, the extent to which they have been satisfied;
 - (ii) whether any other condition applicable to such Award has been satisfied; and
 - (iii) the number of Shares (if any) comprised in such Award to be Released to the relevant Participant.

The Committee shall have full discretion to determine whether the Performance Condition(s) have been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make reference to the audited results of the Company or the Group or the relevant Associated Company (as the case may be) to take into account such factors as the Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, the right to amend the Performance Condition(s) if the Committee decides that a changed performance target would be a fairer measure of performance. If the Committee determines, in its absolute discretion, that the Performance Condition(s) and/or any other condition applicable to that Award have not been satisfied (whether fully or partially) or if the relevant Participant

has not continued to be a Group Employee or Associated Company Employee (as the case may be) from the Award Date up to the end of the relevant Performance Period, that Award shall lapse and be of no value.

- (b) In relation to a Performance-related Award which is not subject to any Vesting Period, the Committee shall, subject to Rule 9.1(a) and provided that the relevant Participant has continued to be a Group Employee or Associated Company Employee (as the case may be) from the Award Date up to the end of the Performance Period, Release to that Participant the number of Shares determined by the Committee under Rule 9.1(a)(iii) on the Vesting Date relating thereto. Such part of an Award not Released shall lapse and be of no value.
- (c) In relation to a Performance-related Award which is subject to a Vesting Period or Vesting Periods, the provisions of Rule 9.2(a) shall apply to the Release of Shares in respect of such Award.

9.2 Vesting Period:

- (a) In relation to a Performance-related Award which is subject to a Vesting Period or Vesting Periods, the Committee shall, subject to Rule 9.1(a) (where applicable) and provided that the relevant Participant has continued to be a Group Employee or Associated Company Employee (as the case may be) from the Award Date up to the end of the Performance Period and thereafter at the end of each Vesting Period and, in the opinion of the Committee, the job performance of the relevant Participant has been satisfactory, upon the expiry of each Vesting Period in relation to an Award, Release to the relevant Participant the relevant number of Shares in accordance with the Release Schedule specified in respect of that Award on the relevant Vesting Date(s).
- (b) In relation to any other Award:
 - (i) which is subject to a Vesting Period or Vesting Period(s), the Committee shall, subject to the Committee having determined that the conditions (if any) applicable to that Award have been satisfied, and provided that the relevant Participant has continued to be a Group Employee or Associated Company Employee (as the case may be) from the Award Date up to the end of each Vesting Period, upon the expiry of each Vesting Period in relation to an Award, Release to the relevant Participant the relevant number of Shares in accordance with the Release Schedule specified in respect of that Award on the relevant Vesting Date(s); and
 - (ii) which is not subject to any Vesting Period, the Committee shall Release to the relevant Participant the relevant number of Shares on the Vesting Date relating thereto.

9.3 Delivery of Shares:

- (a) Shares which are Released to a Participant pursuant to Rule 9.1 or Rule 9.2 shall, subject to such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to compliance with the terms of the Plan and the Constitution of the Company, be delivered on a Market Day falling as soon as practicable (as determined by the Committee) after the relevant Vesting Date. In the case of an allotment of the relevant Shares, by despatch to CDP of the relevant share certificates by ordinary post or such other mode as the Committee may deem fit, or in the case of a transfer of treasury shares, by the Company undertaking such acts or things which are necessary for the transfer to be effective.
- (b) Where new Shares are allotted pursuant to Rule 9.3(a), the Company shall, as soon as practicable, apply to the SGX-ST (and any other stock exchange on which the Shares are quoted or listed) for permission to deal in and for quotation of the Shares.

- (c) Shares which are allotted or transferred to a Participant pursuant to the Release of any Award shall be issued in the name of CDP to the credit of the securities account of that Participant maintained with CDP, the securities sub-account maintained with a Depository Agent or the CPF investment account maintained with a CPF agent bank.

9.4 Shares which are allotted and issued or treasury shares which are transferred pursuant to Rule 9.3(a) shall be subject to all the provisions of the Constitution of the Company, and shall rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which falls on or after the relevant Vesting Date, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

9.5 The Committee may determine to make a Release of an Award, wholly or partly, in the form of cash rather than Shares which would otherwise have been Released to the Participant on the relevant Vesting Date, in which event the Company shall pay to the Participant as soon as practicable after such Vesting Date, in lieu of all or part of such Shares, the aggregate Market Price of such Shares on such Vesting Date.

10. TAKE-OVER AND WINDING UP OF THE COMPANY

10.1 If an order is made for the winding-up or judicial management of the Company on the basis of its insolvency, all Awards, to the extent not yet Released, shall lapse and become null and void.

10.2 Without prejudice to Rule 8, if before a Vesting Date, any of the following occurs:

- (a) a take-over offer for the Shares becomes or is declared unconditional;
- (b) if under the Act, the courts sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies or the Registrar of Companies issues a notice of amalgamation for the purposes of, or in connection with the amalgamation of the Company with another company or companies; or
- (c) an order is made or a resolution passed to voluntarily wind-up of the Company (other than as provided in Rule 10.1 or for amalgamation or reconstruction),

the Committee will consider, at its sole discretion, whether or not to Release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to Release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will (if applicable) have regard to the proportion of the Vesting Period(s) which has elapsed and, in the case of a Performance-related Award, the extent to which the Performance Condition has been satisfied. Where Awards are Released, the Committee will, as soon as practicable after the Awards have been Released, procure the allotment or transfer to each Participant of the number of Shares so determined in accordance with Rule 9. If the Committee so determines, the Release of Awards may be satisfied in cash as provided in Rule 9.5.

11. VARIATION OF CAPITAL

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

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

may be adjusted in such manner as the Committee may deem to be appropriate.

11.2 Unless the Committee considers an adjustment to be appropriate:

- (a) the issue of securities as consideration for an acquisition or a private placement of securities;
- (b) the cancellation of issued Shares purchased or acquired by the Company during the period when a share purchase mandate granted by shareholders of the Company (including any renewal of such mandate) is in force; and
- (c) the issue of securities by the Company upon the exercise of any options or conversion of any loan stock or any other securities convertible into Shares or subscription rights of any warrants,

shall not normally be regarded as a circumstance requiring adjustment.

11.3 Notwithstanding the provisions of Rule 11.1:

- (a) no such adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive; and
- (b) any determination by the Committee as to whether to make any adjustment and if so, the manner in which such adjustment should be made, must (except in relation to a bonus issue) be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

11.4 Upon any adjustment required to be made pursuant to this Rule 11, the Company shall notify the Participant (or his duly appointed personal representatives where applicable) in writing and deliver to him (or his duly appointed personal representatives where applicable) a statement setting forth the class and/or number of Shares thereafter to be issued or transferred on the Vesting of an Award and the date on which such adjustment shall take effect. Any adjustment shall take effect upon such written notification being given.

11.5 Notwithstanding the provisions of Rule 11.1, the Committee may, in any circumstances where it considers that no adjustment should be made or that it should take effect on a different date, request the Auditors to consider whether for any reasons whatsoever the adjustment or the absence of an adjustment is appropriate or inappropriate as the case may be, and, after such consideration, no adjustment shall take place or the adjustment shall be modified or nullified or an adjustment made (instead of no adjustment made) in such manner and on such date as shall be considered by such Auditors (acting only as experts and not as arbitrators) to be in their opinion appropriate

12. ADMINISTRATION OF THE PLAN

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

12.2 The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Plan) for the implementation and administration of the Plan as they think fit. Any matter pertaining to the Plan, and any dispute and uncertainty as to the interpretation of the Plan, any rule, regulation or procedure thereunder or any rights under the Plan shall be determined by the Committee. The Committee may amend or waive any condition applicable to an Award in its absolute discretion and shall notify the relevant Participant of such change or waiver.

12.3 Neither the Plan nor the grant of Awards under the Plan shall impose on the Company or the Committee any liability whatsoever in connection with:

- (a) the lapsing or early expiry of any Awards pursuant to any provision of the Plan;

- (b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Plan; and/or
- (c) any decision or determination of the Committee made pursuant to any provision of the Plan (including the Award Letter and Acceptance Form) including but not limited to any preservation and transfer of Awards.

12.4 Any decision or determination of the Committee made pursuant to any provision of the Plan (other than a matter to be certified by the Auditors) shall be final and binding (including any decisions pertaining to disputes as to the interpretation of the Plan (including the Award Letter and Acceptance Form) or any rule, regulation, procedure thereunder or as to any rights under the Plan).

13. NOTICES AND ANNUAL REPORT

13.1 Any notice required to be given by a Participant to the Company shall be sent or made to the registered office of the Company or such other addresses (including electronic mail address), and marked for the attention of the Committee, as may be notified by the Company to him in writing. Any notice or other communication from a Participant to the Company shall be irrevocable, and shall not be effective until received by the Company.

13.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address or electronic mail address according to the records of the Company or the last known address or electronic mail address of the Participant and if sent by post, shall be deemed to have been given on the day following the date of posting, and if sent by electronic mail, shall be deemed to have been given on the day of despatch.

13.3 The Company shall disclose the following (as applicable) in its annual report for so long as the Plan continues in operation:

- (a) the names of the members of the Committee administering the Plan;
- (b) the information required in the table below for the following Participants:
 - (i) directors of the Company; and
 - (ii) Participants, other than those in (i) above, who are entitled to receive 5.0% or more of the total number of Shares available under the Plan.

Name of Participant	Number of Shares delivered pursuant to Awards Released during financial year under review (including number of new Shares issued and existing Shares transferred)	Aggregate number of Shares comprised in Awards granted since commencement of Plan to end of financial year under review	Aggregate number of Shares comprised in Awards which have Vested since commencement of Plan to end of financial year under review	Aggregate number of Shares comprised in Awards which have not been Released as at end of financial year under review

If any of the above requirements is not applicable, an appropriate negative statement shall be included therein.

14. MODIFICATIONS TO THE PLAN

- 14.1 Any or all the provisions of the Plan may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:
- (a) no modification or alteration shall alter adversely the rights attaching to any Award granted prior to such modification or alteration except with the consent in writing of such number of Participants who would be allotted, issued or transferred no less than 75% of the Shares which would be allotted, issued or transferred if the affected Awards were Released upon the expiry of all the Vesting Periods applicable to those Awards;
 - (b) any modification or alteration which would be to the advantage of Participants under the Plan shall be subject to the prior approval of the Shareholders in general meeting; and
 - (c) no modification or alteration shall be made without the prior approval of the SGX-ST, or any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities as may be necessary.
- 14.2 Notwithstanding anything to the contrary contained in Rule 14.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST (if necessary)) amend or alter the Plan in any way to the extent necessary to cause the Plan to comply with any statutory provision or the provisions or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).
- 14.3 Written notice of any modification or alteration made in accordance with this Rule 14 shall be given to all affected Participants in accordance with Rule 13.2.

15. TERMS OF EMPLOYMENT UNAFFECTED

The terms of employment of a Participant (as may be applicable) shall not be affected by his participation in the Plan, which shall neither form part of such terms nor entitle him to take into account such participation in calculating any compensation or damages on the termination of his employment for any reason. The Plan shall not confer on any person any legal or equitable rights (other than those constituting the Awards themselves) against the Company and/or any subsidiary and/or associated company directly or indirectly or give rise to any cause of action at law or in equity against any such company, its directors or employees.

16. DURATION OF THE PLAN

- 16.1 The Plan shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Plan may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.
- 16.2 The Plan may be terminated or suspended at any time by the Committee or, at the discretion of the Committee, by an ordinary resolution passed by the Shareholders at a general meeting, subject to all relevant approvals which may be required and if the Plan is so terminated, no further Awards shall be offered by the Company hereunder.
- 16.3 The termination, suspension, discontinuance or expiry of the Plan shall not affect Awards which have been granted and accepted as provided in Rule 7, whether such Awards have been Released (whether fully or partially) or not.

17. TAXES

All taxes (including income tax) arising from the grant of Award, or the allotment and issue, or transfer of Shares pursuant to the Release of any Award shall be borne by that Participant.

18. COSTS AND EXPENSES

- 18.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment and/or transfer of any Shares pursuant to the Release of any Award in CDP's name, the deposit of share certificate(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a Depository Agent or CPF investment account with a CPF agent bank.
- 18.2 Save for the taxes referred to in Rule 17 and such other costs and expenses expressly provided in the Plan to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the Plan including but not limited to the fees, costs and expenses relating to the allotment and issue and/or transfer of Shares pursuant to the Release of any Award shall be borne by the Company.

19. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Board, the Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing the Shares or applying for or procuring the listing of the Shares on the SGX-ST in accordance with Rule 9.3(b) (or any other stock exchange on which the Shares are quoted or listed).

20. DISPUTES

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

21. ABSTENTION FROM VOTING

Shareholders who are eligible to participate in the Plan shall abstain from voting on any resolution relating to the Plan as may be required by the SGX-ST.

22. CONDITION OF AWARD

Every Award shall be subject to the condition that no Shares shall be issued and/or transferred pursuant to the Release of an Award if such issue and/or transfer would be contrary to any law or, enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country having jurisdiction in relation to the issue and/or transfer of Shares hereto.

23. GOVERNING LAW

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

24. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CHAPTER 53B OF SINGAPORE)

No person other than the Group or a Participant shall have any right to enforce any provision of the Rules or any Award by virtue of the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore).

25. PERSONAL DATA

By participating in the Plan and for so long as such participation continues, each Participant hereby consents, agrees and acknowledges as follows:

- (a) each of the Relevant Entities may collect, use, disclose and/or process Personal Data relating to the Participant, for purposes related to the Award and the Plan, including:
 - (i) to verify the Participant's identity;
 - (ii) to administer and manage the Award and/or the Plan;
 - (iii) to respond to, process and handle the Participant's complaints, queries, requests, feedback and/or suggestions;
 - (iv) to comply with any applicable laws, rules, regulations, codes of practice or guidelines;
 - (v) to assist in law enforcement and investigations by relevant authorities; and
 - (vi) any other purposes reasonably related to the aforesaid;
- (b) any Personal Data submitted to any of the Relevant Entities is complete, accurate, true and correct;
- (c) each of the Relevant Entities may disclose and/or transfer the Participant's Personal Data (including transfer to out of Singapore) to any of the following parties for the purposes set out in Rule 25(a) above:
 - (i) any the Relevant Entities, and their respective advisers and service providers (where applicable);
 - (ii) any competent legal and/or regulatory authority and law enforcement agencies as may be required under applicable law; and/or
 - (iii) the Company's successor-in-title, any seller or buyer (actual or prospective) of any part or the whole of the business of the Company, in connection with a merger, acquisition, disposal or sale of any part or the whole of the business of the Company;
- (d) where the Participant provides any of the Relevant Entities with Personal Data relating to a third party in connection with the Award and/or the Plan, the Participant undertakes that the Participant has obtained the prior consent of such third party for the collection, use, disclosure and/or processing of such information by each of the Relevant Entities for the purposes set out in Rule 25(a) above;
- (e) this Rule 25 supplements but does not supersede nor replace any other consent(s) the Participant may have previously provided to any of the Relevant Entities in respect of Personal Data, and the Participant's consents herein are additional to any rights which any of the Relevant Entities may have under applicable law to collect, use, disclose and/or process Personal Data (including the Participant's Personal Data); and
- (f) the Participant hereby unconditionally and irrevocably undertakes to indemnify, defend and hold harmless each of the Relevant Entities from and against any and all penalties, liabilities, claims, demands, losses and damages which may be sustained, instituted, made or alleged against (including without limitation any claim or prospective claim in connection therewith), or suffered or incurred by any of the Relevant Entities, and which arise (whether directly or indirectly) out of or in connection with: (i) any act or omission by the Participant; (ii) any breach by the Participant of its representations, warranties, undertakings or obligations in this Rule 25; and/or (iii) any failure by the Participant to comply with any data protection or privacy laws of any applicable jurisdictions.

“applicable law” in this Rule 25 includes without limitation, for the avoidance of doubt, the Personal Data Protection Act 2012 of Singapore (No. 26 of 2012), including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time.

“Personal Data” in this Rule 25 means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which the Group and the Associated Companies are likely to have access.

“Relevant Entities” in this Rule 25 means the Group and Associated Companies.

APPENDIX 1

FORM OF AWARD LETTER

Private and Confidential

Date: _____

To: [Name]
[Designation]
[Department/Address]

Dear Sir/Madam,

We are pleased to inform you that you have been nominated to participate in the RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021) (the "**Plan**") by the Committee appointed by the Board of Directors of Raffles Education Corporation Ltd (the "**Company**") to administer the Plan (the "**Committee**"). Terms as defined in the Plan shall have the same meaning when used in this letter.

Accordingly, you are hereby awarded _____ Shares ("**Award**") for no consideration as at the date of this letter, which Shares shall be allotted and issued to you as fully paid.

The Award is personal to you and shall not be transferred, charged, pledged, assigned or otherwise disposed of by you, in whole or in part, except with the approval of the Committee.

The Award shall be subject to the terms and conditions of this Award Letter (including those stipulated at the end of this letter) and the Plan (as the same may be amended from time to time pursuant to the terms and conditions of the Plan), a copy of which can be obtained from the Company on request.

If you wish to accept the Award, please sign and return the enclosed Acceptance Form not later than **5.00 p.m.** on _____ (Closing Date), failing which this Award will forthwith lapse.

Yours faithfully
For and on behalf of
Raffles Education Corporation Ltd

Name:

Enclosure

Additional Terms and Conditions:

- (1) By accepting the offer, you hereby expressly and irrevocably agree that if you should decide to resign or cease to be employed by the Group or Associated Company (as the case may be), or cease to be a director of the Group or Associated Company (as the case may be), the Committee shall have the absolute discretion (but not obligation) to transfer or cause you to transfer this Award (to the extent not yet Released), to such other person (the Transferee) as the Committee may determine in its sole discretion, and that such transfer will be deemed to have taken effect prior to the date of your notice of resignation/cessation, such that the Award will not be deemed to have lapsed under Rule 8.1 of the Plan, and that you will take all necessary steps to effect or facilitate such transfer. The Transferee shall be one of the persons whose name appears in the "____(Year) Grant" register kept by the Company Secretary. You also agree that the register may be inspected by you upon the Committee giving its approval, at its absolute discretion, to a written request made by you to do so.
- (2) *Performance Conditions – The Committee has determined that this Award is subject to the satisfaction by the Participant of the following conditions ("**Performance Conditions**") between the date of this Award Letter and _____ (Date) ("**Performance Period**");

(a) [insert Performance Conditions];

If the Participant fails to satisfy any of the Performance Condition(s) by the end of the Performance Period, the Committee is entitled to withhold the Release of the Shares which are the subject of this Award at its absolute discretion until it is satisfied that the Performance Condition(s) have been satisfied in full or unless it waives the Performance Condition(s), as the case may be.

- (3) *Vesting Period / Release Schedule - The Committee has determined that vesting shall be as follows:
- (a) The first _____% of Shares accepted (rounded up to the nearest [1,000]) shall be vested on the _____ anniversary from the Date of Grant, i.e. _____% of the Shares shall be released to the Participant on _____.
- (b) The next _____% of Shares accepted (rounded up to the nearest [1,000]) shall be vested on the _____ anniversary from the Date of Grant, i.e. _____% of the Shares shall be released to the Participant on _____.
- (c) The balance of Shares shall be vested on the _____ anniversary from the Date of Grant, i.e. i.e. the balance of the Shares shall be released to the Participant on _____.
- (4) *Others – [The Committee shall include any other conditions it wishes to impose here.]

*Delete if not applicable.

APPENDIX 2

FORM OF ACCEPTANCE FORM

Private and Confidential

To: The Committee
RAFFLES EDUCATION CORPORATION PERFORMANCE SHARE PLAN (Year 2021) ("**Plan**")
Raffles Education Corporation Ltd
51 Merchant Road, Raffles Education Square
Singapore 058283

Closing Date and Time for Acceptance of Award : _____

Number of Shares Awarded : _____

I (the Participant) have read your Award Letter dated _____ (Date of Grant) and agree to be bound by the terms of the Award Letter and the Plan referred to therein. Terms defined in your Award Letter or the rules of the Plan shall have the same meaning when used in this Acceptance Form.

I hereby accept the above Award.

I acknowledge that you have not made any representation to induce me to accept the Award.

I also understand that I shall be responsible for all the fees of CDP (if applicable) relating to or in connection with the issue and allotment of any Shares in CDP's name, the deposit of share certificate(s) with CDP, my securities account with CDP, my securities sub-account with a Depository Agent or my CPF investment account with a CPF agent bank (as the case may be) (collectively, the CDP charges).

I confirm that:

- (a) the terms of the Award Letter and this Acceptance Form (including those stipulated at the end of these documents) constitute the entire agreement between us relating to the offer;
- (b) my acceptance of the Award will not result in the contravention of any applicable law or regulation in relation to the ownership of the Shares; and
- (c) as at the date hereof, I am at least twenty-one (21) years of age and I am not an undischarged bankrupt.

I agree to keep all information pertaining to the Award of Shares to me strictly confidential.

PLEASE PRINT IN BLOCK LETTERS

Name in Full : _____ Designation : _____
NRIC/Passport No* :

--	--	--	--	--	--	--	--	--	--	--	--

 Nationality : _____
Address : _____
Email Address : _____ Contact Nos: _____
Signature : _____ Date : _____

*Delete if not applicable.

Additional Terms and Conditions:

- (1) *By accepting the offer, you hereby expressly and irrevocably agree that if you should decide to resign or cease to be employed by the Group or Associated Company (as the case may be), or cease to be a director of the Group or Associated Company (as the case may be), the Committee shall have the absolute discretion (but not obligation) to transfer or cause you to transfer this Award (to the extent not yet Released), to such other person (the Transferee) as the Committee may determine in its sole discretion, and that such transfer will be deemed to have taken effect prior to the date of your notice of resignation/cessation, such that the Award will not be deemed to have lapsed under Rule 8.1 of the Plan, and that you will take all necessary steps to effect or facilitate such transfer. The Transferee shall be one of the persons whose name appears in the "_____" (Year) Grant" register kept by the Company Secretary. You also agree that the register may be inspected by you upon the Committee giving its approval, at its absolute discretion, to a written request made by you to do so.*
- (2) **Performance Conditions – By acknowledging this Award, the Participant expressly and irrevocably agrees that this Award is subject to the satisfaction by the Participant of the following conditions ("Performance Conditions") between the date of this Award Letter and _____ (Date) ("Performance Period"):*
 - (a) *[insert Performance Conditions, if applicable];*

The Participant hereby acknowledges that if he fails to satisfy any of the Performance Condition(s) by the end of the Performance Period, the Committee is entitled to withhold the Release of the Shares which are the subject of this Award at its absolute discretion until it is satisfied that the Performance Condition(s) have been satisfied in full or unless it waives the Performance Condition(s), as the case may be.
- (3) **Vesting Period / Release Schedule - The Committee has determined that vesting shall be as follows:*
 - (a) *The first _____% of Shares accepted (rounded up to the nearest [1,000]) shall be vested on the _____ anniversary from the Date of Grant, i.e. _____% of the Shares shall be released to the Participant on _____.*
 - (b) *The next _____% of Shares accepted (rounded up to the nearest [1,000]) shall be vested on the _____ anniversary from the Date of Grant, i.e. _____% of the Shares shall be released to the Participant on _____.*
 - (c) *The balance of Shares shall be vested on the _____ anniversary from the Date of Grant, i.e. i.e. the balance of the Shares shall be released to the Participant on _____.*
- (4) **Others – [The Committee shall include any other conditions it wishes to impose here.]*

*Delete if not applicable/

RULES OF 2011 ESOS

RULES OF THE RAFFLES EDUCATION CORPORATION EMPLOYEES' SHARE OPTION SCHEME (YEAR 2011)

1. NAME OF THE SCHEME

The Scheme shall be called the "RAFFLES EDUCATION CORPORATION Employees' Share Option Scheme (Year 2011)".

2. DEFINITIONS

2.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:

<u>"Acceptance Period"</u>	The period within which an Option may be accepted, as described in Rule 7.2
<u>"Act"</u>	The Companies Act (Chapter 50 of Singapore) as amended or modified from time to time
<u>"Adoption Date"</u>	The date on which the Scheme is adopted by the Company in general meeting
<u>"Aggregate Exercise Cost"</u>	The total amount payable for the Scheme Shares to be subscribed for and/or purchased on the exercise of an Option
<u>"Associated Company"</u>	A company in which at least 20.0% but not more than 50.0% of its shares are held by the Company and/ or its subsidiaries and over which the Company has control
<u>"Associated Company Employee"</u>	An executive or non-executive director of an Associated Company or a full time employee of an Associated Company selected by the Committee to participate in the Scheme in accordance with Rule 4.1(b)
<u>"Auditors"</u>	The auditors for the time being of the Company
<u>"Board"</u>	The board of directors for the time being of the Company
<u>"CDP"</u>	The Central Depository (Pte) Limited
<u>"CPF"</u>	Central Provident Fund
<u>"Committee"</u>	A committee comprising directors of the Company and such other persons duly authorised and appointed by the Board to administer the Scheme
<u>"Company"</u>	Raffles Education Corporation Limited, a company incorporated in Singapore

<u>“control”</u>	The capacity to dominate decision making, directly or indirectly, in relation to the financial and operating policies of that company being controlled
<u>“Controlling Shareholder”</u>	A person who (a) holds directly or indirectly 15.0% or more of the total number of issued Shares (excluding treasury shares); or (b) in fact exercises control over the Company
<u>“Exercise Price”</u>	The price at which a Participant shall subscribe for and/or purchase each Scheme Share upon the exercise of an Option as determined in accordance with Rule 8, or such adjusted price as may be applicable pursuant to Rule 12
<u>“Group”</u>	The Company and its subsidiaries
<u>“Group Employee”</u>	An executive or non-executive director of any member of the Group or a full-time employee of any member of the Group who is selected by the Committee to participate in the Scheme in accordance with Rule 4.1(a)
<u>“Market Day”</u>	A day on which the SGX-ST is open for trading in securities
<u>“Offering Date”</u>	The date on which an Option is granted pursuant to Rule 6.1
<u>“Option”</u>	The right to subscribe for and/or purchase Scheme Shares granted or to be granted pursuant to the Scheme and for the time being subsisting
<u>“Option Period”</u>	The period for the exercise of an Option as set out in Rule 9.1
<u>“Participant”</u>	The holder of an Option
<u>“Record Date”</u>	The date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of Shareholders
<u>“Rules”</u>	The rules of the Scheme, as the same may be amended from time to time
<u>“Scheme”</u>	The RAFFLES EDUCATION CORPORATION Employees’ Share Option Scheme (Year 2011) as modified or altered from time to time
<u>“Scheme Shares”</u>	The new Shares to be issued by the Company and/ or existing Shares (including treasury shares) to be transferred by the Company upon the exercise of the Options
<u>“SGX-ST”</u>	Singapore Exchange Securities Trading Limited
<u>“Shareholders”</u>	The registered holders of the Shares or in the case of Depositors, Depositors who have Shares entered against their names in the Depository Register
<u>“Shares”</u>	Ordinary shares in the capital of the Company
<u>“treasury shares”</u>	Has the meaning ascribed to it in Section 4 of the Act

“\$” Singapore dollars

“%” Per centum or percentage

- 2.2 The terms “**Depositor**”, “**Depository Register**” and “**Depository Agent**” shall have the meanings ascribed to them respectively by Section 130A of the Act.
- 2.3 The term “**associate**” shall have the meaning ascribed to it by the Listing Manual of the SGX-ST or any other publication prescribing rules or regulations for corporations admitted to the Official List of the SGX-ST (as modified, supplemented or amended from time to time).
- 2.4 Any reference in the Scheme to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Act and used in these Rules shall have the meaning assigned to it under the Act.
- 2.5 Words importing the singular number shall include the plural number where the context admits and *vice versa*. Words importing the masculine gender shall include the feminine gender where the context admits.
- 2.6 Any reference to a time of day shall be a reference to Singapore time.

3. **OBJECTIVES**

The Scheme is a share incentive scheme. The purpose of the Scheme is to provide an opportunity for executive directors and employees of the Group to participate in the equity of the Company so as to motivate them to greater dedication, loyalty and higher standards of performance, and to give recognition to non-executive directors of any member of the Group and Associated Company Employees who have contributed to the success and development of the Company and/or the Group. The Scheme is proposed on the basis that it is important to acknowledge the contribution, which is essential to the well-being and prosperity of the Group, made by these categories of persons. The Company, by adopting the Scheme, will give these categories of persons a real and meaningful stake in the Company at no direct cost to its profitability and will help to:

- (a) motivate the Participants to optimise performance standards and efficiency and to maintain a high level of contribution;
- (b) retain key employees whose contributions are important to the long-term growth and prosperity of the Group;
- (c) attain harmonious employer/staff relations; and
- (d) develop a participatory style of management which promotes greater commitment and dedication amongst the employees and instills loyalty and a stronger sense of identification with the long-term prosperity of the Group.

4. **ELIGIBILITY**

- 4.1 The following persons shall be eligible to participate in the Scheme at the absolute discretion of the Committee:
- (a) Group Employees
 - (i) confirmed full-time employees of the Group who have attained the age of 21 years on or before the Offering Date;
 - (ii) directors of any member of the Group who perform an executive function; and
 - (iii) non-executive directors of any member of the Group.

(b) Associated Company Employees

- (i) confirmed full-time employees of an Associated Company who have attained the age of 21 years and above on or before the Offering Date;
- (ii) directors of an Associated Company who perform an executive function; and
- (iii) non-executive directors of an Associated Company.

4.2 Persons who are Controlling Shareholders or their associates shall, if each such person meets the eligibility criteria in 4.1(a), be eligible to participate in the Scheme Provided That:

- (a) their participation in the Scheme is specifically approved by independent Shareholders in a separate resolution for each such person;
- (b) the aggregate number of Scheme Shares available to Controlling Shareholders and their associates shall not exceed 25.0% of the total number of Scheme Shares available under the Scheme; and
- (c) the number of Scheme Shares available to any one Controlling Shareholder or his associate shall not exceed 10.0% of the total number of Scheme Shares available under the Scheme.

No Option shall be granted to such Controlling Shareholders or their associates unless the actual number and terms of Options to be granted shall be approved by independent Shareholders in a separate resolution for each such person. A circular, letter or notice to Shareholders proposing such a resolution shall include a clear rationale for the proposed participation by such Controlling Shareholders or their associates. Such circular, letter or notice to Shareholders shall also include a clear rationale for the number and terms (including Exercise Price) of the Options to be granted.

4.3 There shall be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by any other companies within the Group or by any Associated Company or otherwise.

5. LIMITATIONS UNDER THE SCHEME

5.1 The aggregate number of Scheme Shares over which the Committee may grant Options on any date, when added to the number of Shares issued, issuable, transferred and transferable in respect of (a) all Options granted under the Scheme, and (b) all outstanding options or awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company and for the time being in force, shall not exceed 5.0% of the issued Shares (excluding treasury shares) on the day preceding the relevant Offering Date of an Option.

5.2 The number of Scheme Shares comprised in Options to be offered to any Group Employee or Associated Company Employee in accordance with the Scheme shall be determined at the absolute discretion of the Committee, who shall take into account criteria such as rank, past performance, years of service and potential for future development of that employee.

6. DATE OF GRANT

6.1 The Committee may, subject as provided in Rule 12, grant Options at any time, provided that in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is imminent, Options may only be granted on or after the second Market Day from the date on which the aforesaid announcement is released.

6.2 The Letter of Offer to grant the Option shall be in, or substantially in, the form set out in Appendix 1, subject to such modification including, but not limited to, imposing restrictions on the number of Options that may be exercised within particular sections of the relevant Option Period, as the Committee may from time to time determine.

7. ACCEPTANCE OF OPTIONS

- 7.1 An Option shall be personal to the Participant to whom it is granted and shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, unless with the prior approval of the Committee.
- 7.2 The closing date for the acceptance for the grant of any Option under this Rule 7 shall not be less than fifteen (15) days and not more than thirty (30) days from the Offering Date of that Option. The grant of an Option must be accepted by completing, signing and returning the Acceptance Form in, or substantially in, the form set out in Appendix 2, subject to such modification as the Committee may from time to time determine, accompanied by payment of \$1.00 as consideration.
- 7.3 If a grant of an Option is not accepted in the manner as provided in Rule 7.2, such offer shall, upon the expiry of the Acceptance Period, automatically lapse and become null, void and of no effect.

8. EXERCISE PRICE

Subject to any adjustment pursuant to Rule 12, the Exercise Price for each Scheme Share in respect of which an Option is exercisable shall be at a price equal to the average of the last dealt prices for a Share, as determined by reference to the daily Official List published by the SGX-ST for a period of five (5) consecutive Market Days immediately preceding the Offering Date of that Option, provided always that in the case of a Market Day on which the Shares were not traded on the SGX-ST, the last dealt price for the Shares on such Market Day shall be deemed to be the last dealt price of the Shares on the immediately preceding Market Day on which the Shares were traded, rounded up to the nearest whole cent in the event of fractional prices.

9. RIGHTS TO EXERCISE OPTIONS

- 9.1 Subject as provided in this Rule 9 and Rule 10 and any other conditions as may be introduced by the Committee from time to time, each Option shall be exercisable, in whole or in part, during the period commencing after the first anniversary of the Offering Date and expiring on the 10th anniversary of such Offering Date, provided that in the case of an Option which is granted to a Participant not holding a salaried office or employment in the Group, such option period shall expire on the 5th anniversary of such Offering Date.
- 9.2 In the event of an Option being exercised in part only, the balance of the Option not thereby exercised shall continue to be exercisable in accordance with the Scheme until such time as it shall lapse in accordance with the Scheme.
- 9.3 An Option shall, to the extent unexercised, immediately lapse without any claim against the Company:
- (a) subject to Rules 9.4, 9.5 and 9.7, upon the Participant ceasing to be in the full-time employment of the Group for any reason whatsoever; or
 - (b) upon the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of such Option; or
 - (c) in the event of any misconduct on the part of the Participant as determined by the Committee in its discretion; or
 - (d) in the event that the Committee shall, at its discretion, deem it appropriate that such Option granted to a Participant shall so lapse on the grounds that any of the objectives of the Scheme (as set out in Rule 3) have not been met.

For the purpose of Rule 9.3(a), the Participant shall be deemed to have ceased to be so employed as of the earlier of the date the notice of resignation of employment or the cessation of his employment/ appointment with the Group, as the case may be.

9.4 If a Participant ceases to be employed by the Group by reason of his:

- (a) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
- (b) redundancy;
- (c) retirement at or after the legal retirement age; or
- (d) retirement before the legal retirement age with the consent of the Committee, or any other reason approved in writing by the Committee,

he may exercise any unexercised Options within the relevant Option Period.

9.5 If a Participant dies and at the date of his death holds any unexercised Option, such Option may, at the discretion of the Committee, be exercised by the duly appointed personal representatives of the Participant within the relevant Option Period.

9.6 If, for any reason whatsoever, a Participant, being an Associated Company Employee by virtue of his being a non-executive director of the Associated Company on the Offering Date, ceases to be a director of such Associated Company, any Option then held by him shall, to the extent unexercised, immediately lapse without any claim against the Company, unless otherwise determined by the Committee in its absolute discretion. In exercising such discretion, the Committee may also determine the period during which such Option may continue to be exercisable, provided that such period may not in any event exceed the Exercise Period applicable to such Option.

9.7 If, for any reason whatsoever, a Participant, being a Group Employee by virtue of his being an executive or non-executive Director of the Group on the Offering Date, ceases to be an executive Director or, as the case may be, non-executive Director of the Group, the Committee shall have absolute discretion to decide on and in all matters in connection with whether all Options granted to such Participant will, notwithstanding such cessation, continue to be exercisable within the relevant Option Period after such Participant ceases to be Director of the Group.

10. TAKE-OVER AND WINDING UP OF THE COMPANY

10.1 Notwithstanding Rule 9 but subject to Rule 10.5, in the event of a take-over being made for the Shares, a Participant (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 9.1) shall be entitled to exercise in full or in part any Option held by him and as yet unexercised, in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:

- (a) the expiry of six months thereafter, unless prior to the expiry of such six-month period, at the recommendation of the offeror and with the approvals of the Committee and the SGX-ST, such expiry date is extended to a later date (in either case, being a date failing not later than the expiry of the Option Period relating thereto); or
- (b) the date of expiry of the Option Period relating thereto, whereupon the Option then remaining unexercised shall lapse and become null and void.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Participant until the expiry of such specified date or the expiry of the Option Period relating thereto, whichever is earlier. Any Option not so exercised shall lapse provided that the rights of acquisition or obligations to acquire shall have been exercised or performed, as the case may be. If such rights or obligations have not been exercised or performed, the Option shall, notwithstanding Rule 9, remain exercisable until the expiry of the Option Period relating thereto.

- 10.2 If under the Act, the court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, each Participant (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 9.1) shall be entitled, notwithstanding Rule 9 but subject to Rule 10.5, to exercise any Option then held by him during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of sixty (60) days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Option Period relating thereto), whereupon the Option shall lapse and become null and void.
- 10.3 If an order is made for the winding-up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- 10.4 In the event of a members' voluntary winding-up (other than for amalgamation or reconstruction), the Participants (including Participants holding Options which are then not exercisable pursuant to the provisions of Rule 9.1) shall be entitled, within thirty (30) days of the passing of the resolution of such winding-up (but not after the expiry of the Option Period relating thereto), to exercise any unexercised Option, after which such unexercised Option shall lapse and become null and void.
- 10.5 If in connection with the making of a general offer referred to in Rule 10.1 or the scheme referred to in Rule 10.2 or the winding-up referred to in Rule 10.4, arrangements are made (which are confirmed in writing by the Auditors, acting only as experts and not as arbitrators, to be fair and reasonable) for the compensation of Participants, whether by the continuation of their Options or the payment of cash or the grant of other options or otherwise, a Participant holding an Option, as yet not exercised, may not, at the discretion of the Committee, be permitted to exercise that Option as provided for in this Rule 10.
- 10.6 To the extent that an Option is not exercised within the periods referred to in this Rule 10, it shall lapse and become null and void.

11. EXERCISE OF OPTIONS

- 11.1 An Option may be exercised, in whole or in part, by a Participant giving notice in writing to the Company in, or substantially in, the form set out in Appendix 3, subject in each case to such modification as the Committee may from time to time determine. Such notice must be accompanied by a remittance for the Aggregate Exercise Cost in respect of the Scheme Shares for which that Option is exercised and any other documentation the Committee may require. An Option shall be deemed to be exercised upon receipt by the Company of the said notice, duly completed, the relevant documentation required by the Committee and the Aggregate Exercise Cost.
- 11.2 All payments shall be made by cheque, cashiers' order, banker's draft or postal order made out in favour of the Company or such other mode of payment as may be acceptable to the Company.
- 11.3 Subject to such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to the compliance with the terms of the Scheme and the Memorandum and Articles of Association of the Company, the Company shall, within ten (10) Market Days after the exercise of an Option, allot and/or transfer the relevant Scheme Shares and within five (5) Market Days from the date of the allotment and/or transfer of the relevant Scheme Shares, despatch to CDP the relevant share certificates by ordinary post or such other mode as the Committee may deem fit.
- 11.4 The Company shall, as soon as practicable after such allotment and/or transfer, apply to the SGX-ST (and any other stock exchange on which the Shares are quoted or listed) for permission to deal in and for quotation of such Scheme Shares.
- 11.5 Scheme Shares which are allotted and/or transferred on the exercise of an Option by a Participant shall be issued and/or transferred in the name of CDP to the credit of the securities account of that Participant maintained with CDP, the securities sub-account maintained with a Depository Agent or the CPF investment account maintained with a CPF agent bank.

11.6 Scheme Shares allotted and issued and/or transferred on exercise of an Option shall be subject to all the provisions of the Memorandum and Articles of Association of the Company, and shall rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which falls on or after the relevant exercise date of the Option, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

12. VARIATION OF CAPITAL

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

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

as shall be adjusted by the Committee to give each Participant the same proportion of the equity capital of the Company as that to which he was previously entitled and, in doing so, the Committee shall determine at its own discretion the manner in which such adjustment shall be made.

12.2 Unless the Committee considers an adjustment to be appropriate:

- (a) the issue of securities as consideration for an acquisition or a private placement of securities; or
- (b) the cancellation of issued Shares purchased or acquired by the Company during the period when a share purchase mandate granted by shareholders of the Company (including any renewal of such mandate) is in force,

shall not normally be regarded as a circumstance requiring adjustment.

12.3 Notwithstanding the provisions of Rule 12.1:

- (a) no such adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive; and
- (b) any determination by the Committee as to whether to make any adjustment and if so, the manner in which such adjustment should be made, must (except in relation to a capitalisation issue) be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

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

13. ADMINISTRATION OF THE SCHEME

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

13.2 The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Scheme) for the implementation and administration of the Scheme as they think fit including, but not limited to, imposing restrictions on the number of Options that may be exercised within particular sections of the relevant Option Period.

13.3 Any decision of the Committee made pursuant to any provision of the Scheme (other than a matter to be certified by the Auditors) shall be final and binding (including any decisions pertaining to disputes as to the interpretation of the Scheme or any rule, regulation, procedure thereunder or as to any rights under the Scheme).

14. NOTICES AND ANNUAL REPORT

14.1 Any notice required to be given by a Participant to the Company shall be sent or made to the registered office of the Company or such other addresses as may be notified by the Company to him in writing.

14.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address according to the records of the Company or the last known address of the Participant and if sent by post, shall be deemed to have been given on the day following the date of posting.

14.3 The Company shall disclose the following in its annual report:

- (a) the names of the members of the Committee administering the scheme;
- (b) the information required in the table below for the following Participants:
 - (i) Directors of the Company;
 - (ii) Participants who are Controlling Shareholders of the Company and their associates; and
 - (iii) Participants, other than those in (i) and (ii) above, who receive 5.0% or more of the total number of Options available under the Scheme;

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

- (c) (i) the names of and number and terms of Options granted to each director or employees of the subsidiaries who receives 5.0% or more of the total number of Options available to all directors and employees of its subsidiaries under the Scheme, during the financial year under review; and
- (ii) the aggregate number of Options granted to the directors and employees of the subsidiaries for the financial year under review, and since the commencement of the Scheme to the end of the financial year under review;
- (d) the number and proportion of Options granted at a discount of 10.0% or less during the financial year under review; and

- (e) the number and proportion of Options granted at a discount of more than 10.0% during the financial year under review.

15. MODIFICATIONS TO THE SCHEME

- 15.1 Any or all the provisions of the Scheme may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:
 - (a) no modification or alteration shall alter adversely the rights attaching to any Option granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters of all the Scheme Shares which would fall to be allotted and/or transferred upon exercise in full of all outstanding Options;
 - (b) the definitions of “**Group**”, “**Group Employee**”, “**Associated Company**”, “**Associated Company Employee**”, “**Controlling Shareholder**”, “**Participant**”, “**Committee**”, “**Option Period**” and “**Exercise Price**” and the provisions of Rules 4, 5, 6, 7, 8, 9, 10, 11.1, 11.6, 12, 13 and this Rule 15 shall not be altered to the advantage of Participants except with the prior approval of the Company’s shareholders in general meeting; and
 - (c) no modification or alteration shall be made without the prior approval of the SGX-ST, or any other stock exchange on which the Shares are quoted or listed, and such other regulatory authorities as may be necessary.
- 15.2 Notwithstanding anything to the contrary contained in Rule 15.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST) amend or alter the Scheme in any way to the extent necessary to cause the Scheme to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).
- 15.3 Written notice of any modification or alteration made in accordance with this Rule 15 shall be given to all Participants.

16. TERMS OF EMPLOYMENT UNAFFECTED

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

17. DURATION OF THE SCHEME

- 17.1 The Scheme shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the Adoption Date, provided always that the Scheme may continue beyond the above stipulated period with the approval of the Company’s shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.
- 17.2 The Scheme may be terminated at any time by the Committee or by resolution of the Company in general meeting subject to all relevant approvals which may be required and if the Scheme is so terminated, no further Options shall be offered by the Company hereunder.
- 17.3 The termination of the Scheme shall not affect Options which have been granted and accepted as provided in Rule 7.2, whether such Options have been exercised (whether fully or partially) or not.

18. TAXES

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

19. COSTS AND EXPENSES

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

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

20. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Board, the Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing the Scheme Shares or applying for or procuring the listing of the Scheme Shares on the SGX-ST in accordance with Rule 11.4 (and any other stock exchange on which the Shares are quoted or listed).

21. DISPUTES

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

22. ABSTENTION FROM VOTING

Participants who are Shareholders are to abstain from voting on any Shareholders' resolution relating to the Scheme.

23. CONDITION OF OPTION

Every Option shall be subject to the condition that no Scheme Shares shall be issued and/or transferred pursuant to the exercise of an Option if such issue and/or transfer would be contrary to any law or, enactment, or any rules or regulations of any legislative or non-legislative governing body for the time being in force in Singapore or any other relevant country having jurisdiction in relation to the issue and/or transfer of Scheme Shares hereto.

24. GOVERNING LAW

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

