

**CIRCULAR DATED 12 OCTOBER 2021**

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

This Circular is issued by DISA Limited ("**Company**", together with its subsidiaries, "**Group**"). If you are in any doubt about the contents of this Circular or the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant, tax adviser or any other professional adviser immediately.

If you have sold or transferred all your ordinary shares in the capital of the Company ("**Shares**") held through The Central Depository (Pte) Limited ("**CDP**"), you need not forward this Circular to the purchaser or transferee as arrangements will be made by CDP for a separate Circular to be sent to the purchaser or transferee. If you have sold or transferred all your Shares represented by physical share certificate(s) which are not deposited with the CDP, you should immediately forward this Circular, together with the Notice of Extraordinary General Meeting and the accompanying Proxy Form to the purchaser or transferee, or to the bank, stockbroker or agent through whom the sale or transfer was effected, for onward transmission to the purchaser or transferee.

Capitalised terms appearing on the cover of this Circular have the same meanings as defined herein.

This Circular has been prepared by the Company and its contents have been reviewed by the Company's Sponsor, SAC Capital Private Limited ("**Sponsor**"). This Circular has not been examined or approved by the Singapore Exchange Securities Trading Limited ("**SGX-ST**"). The SGX-ST assumes no responsibility for the contents of this Circular, including the correctness of any of the statements or opinions made, or reports contained in this Circular.

The contact person for the Sponsor is Mr. Ong Hwee Li (Telephone: (65) 6232 3210) at 1 Robinson Road, #21-00 AIA Tower, Singapore 048542.

This Circular has been made available on SGXNet and the Company's website and may be accessed at the URL: <http://disa.sg/investors.html>. A printed copy of this Circular, the notice of EGM and the Proxy Form will NOT be despatched to Shareholders.

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**, alternative arrangements have been put in place to allow Shareholders to participate at the EGM by (a) watching the EGM proceedings via live webcast or listening to the EGM proceedings via live audio feed, (b) submitting questions in advance of the EGM, and/or (c) voting by proxy at the EGM.



**DISA LIMITED**

(Company Registration Number: 197501110N)  
(Incorporated in the Republic of Singapore)

**CIRCULAR TO SHAREHOLDERS IN RELATION TO THE:**

- (1) THE PROPOSED ADOPTION OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021 ("SCHEME");**
- (2) THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT OF OPTIONS AT A DISCOUNT UNDER THE SCHEME; AND**
- (3) THE PROPOSED PARTICIPATION OF CONTROLLING SHAREHOLDERS AND THEIR ASSOCIATES IN THE SCHEME.**

**IMPORTANT DATES AND TIMES**

- |  |   |   |
|--|---|---|
| Last date and time for lodgement of Proxy Form | : | 25 October 2021 at 11.30 a.m.   |
| Date and time of Extraordinary General Meeting | : | 28 October 2021 at 11.30 a.m. (or as soon thereafter following the conclusion or adjournment of the 45th Annual General Meeting of the Company to be held by way of electronic means at 10.30 a.m. on the same day) |
| Place of EGM                                   | : | The EGM will be held by way of electronic means.  |

Please refer to page 21 of this Circular for further details.

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## CORPORATE INFORMATION

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<b>BOARD OF DIRECTORS</b>	:	Mr. Toh Hock Ghim Mr. Lau Kay Heng Mr. Lim Soon Hock Mr. Chng Weng Wah	<i>(Independent Non-Executive Chairman)</i> <i>(Independent Non-Executive Director)</i> <i>(Independent Non-Executive Director)</i> <i>(Managing Director and Chief Executive Officer)</i>
<b>COMPANY SECRETARY</b>	:	Noraini Binte Noor Mohamed Abdul Latiff	
<b>REGISTERED OFFICE</b>	:	120 Lower Delta Road #03-15 Cendex Centre Singapore 169208	
<b>LEGAL ADVISER TO THE COMPANY</b>	:	<b>Altum Law Corporation</b>	160 Robinson Road #26-06 SBF Center Singapore 068914
<b>SPONSOR</b>	:	<b>SAC Capital Private Limited</b>	1 Robinson Road #21-00 AIA Tower Singapore 048542

## DEFINITIONS

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

<b>“2010 Scheme”</b>	:	The Company’s previous share option scheme adopted by Shareholders on 28 October 2010
<b>“Act” or “Companies Act”</b>	:	The Companies Act (Chapter 50) of Singapore, as amended or modified from time to time
<b>“Associate”</b>	:	<p>(A) In relation to any director, Chief Executive Officer, Substantial Shareholder or Controlling Shareholder (being an individual) means:</p> <ul style="list-style-type: none"> <li>(i) his Immediate Family;</li> <li>(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</li> <li>(iii) any company in which he and his Immediate Family together (directly or indirectly) have an interest of 30% or more; and</li> </ul> <p>(B) In relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any company which is its subsidiary or holding company or is a subsidiary of any 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, or such other definition as the Catalist Rules may from time to time prescribe</p>
<b>“Auditors”</b>	:	The auditors of the Company for the time being
<b>“Awards”</b>	:	A contingent award of Shares granted under the PSP
<b>“Board”</b>	:	The board of Directors of the Company for the time being
<b>“Catalist”</b>	:	The Catalist Board of the SGX-ST
<b>“Catalist Rules”</b>	:	Section B: Rules of Catalist of the Listing Manual of the SGX-ST, as amended, modified or supplemented from time to time
<b>“CDP”</b>	:	The Central Depository (Pte) Limited
<b>“Circular”</b>	:	This circular to Shareholders dated 12 October 2021
<b>“Company”</b>	:	DISA Limited
<b>“Constitution”</b>	:	The constitution of the Company, as amended, modified or supplemented from time to time
<b>“control”</b>	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company
<b>“Controlling Shareholder”</b>	:	<p>A person who:</p> <ul style="list-style-type: none"> <li>(a) holds directly or indirectly 15% or more of nominal amount of all voting Shares in the Company, unless determined by SGX-ST that such person is not a controlling shareholder; or</li> </ul>

## DEFINITIONS

		(b) in fact exercises control over the Company, or such other definition as the Catalist Rules may from time to time prescribe
<b>“CPF”</b>	:	Central Provident Fund
<b>“Date of Grant”</b>	:	The date on which an Option is granted pursuant to the Scheme
<b>“Directors”</b>	:	The directors of the Company for the time being
<b>“Discount Option”</b>	:	The right to subscribe for Shares granted or to be granted pursuant to the Scheme and for the time being subsisting, and in respect of which the Exercise Price is determined in accordance to Rule 9.1(ii) of the Scheme
<b>“EGM”</b>	:	The extraordinary general meeting of the Company, notice of which is set out on pages N-1 to N-6 of this Circular, to be held by way of electronic means at 11.30 a.m. (or as soon thereafter following the conclusion or adjournment of the 45th Annual General Meeting of the Company to be held by way of electronic means at 10.30 a.m. on the same day) on 28 October 2021.
<b>“Employee”</b>	:	A confirmed full-time employee of any Group Company
<b>“EPS”</b>	:	Earnings per Share
<b>“ESOS Committee”</b>	:	The committee comprising all the members of the Remuneration Committee of the Company from time to time and Mr. Chng Weng Wah, the Managing Director and Chief Executive Officer of the Company, and duly authorised and appointed by the Board pursuant to Rule 16 of the Scheme to administer the Scheme
<b>“Executive Director”</b>	:	A Director who is an Employee of the Group and performs an executive function, excluding Directors who are Controlling Shareholders and Directors who are Associates of Controlling Shareholders
<b>“Exercise Period”</b>	:	The period during which an Option is exercisable being: <ul style="list-style-type: none"> <li>(a) in the case of a Market Price Option, a period commencing after the 1st anniversary of the Date of Grant and expiring on (i) the 10th anniversary of such Date of Grant (or such other shorter period if so determined by the ESOS Committee) if granted to an Employee; or (ii) the 10th anniversary of such Date of Grant (or such other shorter period if so determined by the ESOS Committee) if granted to a Non-Executive Director or a non-executive director of the Company’s subsidiaries; or (iii) such other period which may from time to time be prescribed under any relevant law, regulation or the rules of the Catalist Rules, subject as provided in Rules of the Scheme and any other conditions as may be introduced by the ESOS Committee from time to time; and</li> <li>(b) in the case of a Discount Option, a period commencing after the 2nd anniversary of the Date of Grant and expiring on (i) the 10th anniversary of such Date of Grant (or such other shorter period if so determined by the ESOS Committee) if granted to an Employee; or (ii) the 10th anniversary of such Date of Grant (or such other shorter period if so determined by the ESOS Committee) if granted to a Non-Executive Director or a non-executive director of the Company’s subsidiaries; or (iii) such other period which may from time to time be prescribed under any relevant law, regulation or rule of the</li> </ul>

## DEFINITIONS

		Catalist Rules, subject as provided in Rules of the Scheme and any other conditions as may be introduced by the ESOS Committee from time to time
<b>“Exercise Price”</b>	:	The price at which a Participant of the Scheme shall subscribe for each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 9.1(i) of the Scheme in relation to a Market Price Option or Rule 9.1(ii) of the Scheme in relation to a Discount Option, as adjusted in accordance with Rule 10 of the Scheme
<b>“FY”</b>	:	Financial year ended, or ending, as the case may be, on 30 June
<b>“Group”</b>	:	The Company and its subsidiaries, collectively and each a <b>“Group Company”</b>
<b>“Immediate Family”</b>	:	In relation to a person, means the person’s spouse, child, adopted child, step-child, sibling and parent
<b>“Independent Director(s)”</b>	:	A Non-Executive Director who is independent
<b>“Latest Practicable Date”</b>	:	The latest practicable date prior to the issuance of this Circular, being 15 September 2021
<b>“Market Day”</b>	:	A day on which the SGX-ST is open for trading in securities
<b>“Market Price”</b>	:	A price equal to the average of the last dealt prices for the Shares on the SGX-ST over the five (5) consecutive Market Days immediately preceding the Date of Grant of a Market Price Option, as determined by the ESOS Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices
<b>“Market Price Option”</b>	:	The right to subscribe for Shares granted or to be granted pursuant to the Scheme and for the time being subsisting, and in respect of which the Exercise Price is determined in accordance with Rule 9.1(i) of the Scheme
<b>“New Shares”</b>	:	The New Shares which may be allotted and issued from time to time pursuant to the exercise of the Options granted under the Scheme and/or pursuant to the vesting of Awards granted under the PSP, as the case may be
<b>“Non-Executive Director”</b>	:	A Director other than an Executive Director
<b>“Notice of EGM”</b>	:	The notice of EGM as set out in pages N-1 to N-6 of this Circular
<b>“NTA”</b>	:	Net tangible assets
<b>“Option”</b>	:	A Market Price Option and/or a Discount Option, as the case may be
<b>“Ordinary Resolution”</b>	:	The ordinary resolutions as set out in the Notice of EGM
<b>“Participant”</b>	:	The person(s) who may be selected by the ESOS Committee to be granted an Option pursuant to the Scheme
<b>“PSP”</b>	:	The DISA Performance Shares Scheme adopted by Shareholders on 26 October 2018

## DEFINITIONS

<b>“Proposals”</b>	:	Has the meaning given to it in Section 1.1 of this Circular
<b>“Record Date”</b>	:	In relation to any dividends, rights, allotments or other distributions, the date as at the close of business (or such other time as may have been notified by the Company) on which the Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
<b>“Register of Members”</b>	:	The register of members of the Company
<b>“Remuneration Committee”</b>	:	The remuneration committee of the Company for the time being
<b>“Rules of the Scheme”</b>	:	Rules of the Scheme as set out in the Appendix I of this Circular and any reference to a particular rule shall be construed accordingly
<b>“Scheme”</b>	:	The proposed DISA Employee Share Option Scheme 2021, as modified or altered from time to time
<b>“Securities Account”</b>	:	A securities account maintained by a Depositor with CDP, but does not include a securities sub-account maintained with a Depository Agent
<b>“SFA”</b>	:	The Securities and Futures Act (Chapter 289) of Singapore, as amended, modified or supplemented from time to time
<b>“SGX-ST”</b>	:	Singapore Exchange Securities Trading Limited
<b>“Shareholders”</b>	:	Registered holders of Shares in the Register of Members of the Company, except that where the registered holder is CDP, the term <b>“Shareholders”</b> shall, where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP and into whose Securities Accounts those Shares are credited
<b>“Shares”</b>	:	Ordinary shares in the capital of the Company
<b>“Sponsor”</b>	:	SAC Capital Private Limited
<b>“Substantial Shareholder”</b>	:	A person who has an interest (directly or indirectly) of 5% or more of the total issued voting Shares
<b>“Vesting Schedule”</b>	:	In relation to an Option, a schedule for the vesting and the exercise of the New Shares comprised in the Option at all times within and during the Exercise Period in relation to that Option as determined by the ESOS Committee in its sole and absolute discretion on the Date of Grant of that Option
<b><u>Currencies, Units and Others</u></b>		
<b>“S\$” and “cents”</b>	:	Singapore dollars and cents, respectively
<b>“%”</b>	:	Per centum or percentage

The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the same meanings ascribed to them respectively in Section 81SF of the SFA.

The terms **“treasury shares”** and **“subsidiary”** shall have the meanings ascribed to them in Sections 4 and 5

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## DEFINITIONS

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of the Act.

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

Any reference in this Circular to any enactment is a reference to that enactment for the time being amended or re-enacted. Any word defined in the Companies Act, SFA, the Catalist Rules or any statutory or regulatory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Companies Act, SFA, the Catalist Rules or any statutory or regulatory modification thereof (as the case may be) unless otherwise provided.

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 sum of the figures stated and the total thereof are due to rounding. Accordingly, figures shown as totals in this Circular may not be an arithmetic aggregation of the figures which precede them.

All statements other than statements of historical facts included in this Circular are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “expect”, “anticipate”, “believe”, “estimate”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future or conditional verbs such as “if”, “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Company’s current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements.

Shareholders should not place undue reliance on such forward-looking statements. Further, the Company disclaim any responsibility to update or revise any forward-looking statements for any reason, even if new information becomes available or other events occur in the future, subject to compliance with all applicable laws and regulations and/or the rules of the SGX-ST and/or any other regulatory or supervisory body or agency.



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## LETTER TO SHAREHOLDERS

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### DISA LIMITED

(Company Registration Number: 197501110N)  
(Incorporated in the Republic of Singapore)

#### Board of Directors

Mr. Toh Hock Ghim  
Mr. Lau Kay Heng  
Mr. Lim Soon Hock  
Mr. Chng Weng Wah

*(Independent Non-Executive Chairman)*  
*(Independent Non-Executive Director)*  
*(Independent Non-Executive Director)*  
*(Managing Director and Chief Executive Officer)*

#### Registered Office

120 Lower Delta Road  
#03-15, Cendex Centre  
Singapore 169208

12 October 2021

To: The Shareholders of **DISA LIMITED**

Dear Sir/Madam,

#### 1. INTRODUCTION

**1.1 EGM.** The Directors propose to convene an EGM to be held on 28 October 2021 to seek Shareholders' approval in respect of the following matters:

- (a) The proposed adoption of the DISA Employee Share Option Scheme 2021 ("**Scheme**");
- (b) The proposed grant of authority to offer and grant Options at a discount under the Scheme; and
- (c) The proposed participation of Controlling Shareholders and their Associates in the Scheme, (collectively, the "**Proposals**").

**1.2 Circular.** The purpose of this Circular is to provide Shareholders with information relating to the Proposals to be tabled at the EGM to be held by way of electronic means on 28 October 2021 at 11.30 a.m. (or as soon thereafter following the conclusion or adjournment of the 45th Annual General Meeting of the Company to be held by way of electronic means at 10.30 a.m. on the same day) by way of electronic means. The Notice of the EGM is set out on pages N-1 to N-6 of this Circular.

**1.3 Listing of New Shares.** An application will be made to SGX-ST for the listing and quotation of New Shares which may be allotted and issued from time to time pursuant to the exercise of Options under the Scheme. An appropriate announcement will be made upon receipt of the listing and quotation notice from the SGX-ST. Shareholders are advised that the listing and quotation notice shall not be taken as an indication of merits of the Scheme, the New Shares, the Company, its subsidiaries and their securities.

The SGX-ST assumes no responsibility for the correctness of any of the statements made, reports contained or opinions expressed in this Circular.

#### 2. THE PROPOSED DISA EMPLOYEE SHARE OPTION SCHEME 2021

##### 2.1 Rationale of the Scheme

The current remuneration structure for the management and employees of the Group comprises, *inter alia*, base salary and short-term incentives (discretionary variable bonus). The Scheme is a share incentive scheme. It forms an integral and important component of the remuneration and compensation plan. The Company places strong emphasis on the recruitment and retention of Directors and quality Employees with talents in all areas of the Group's operations, and in particular, the drive, leadership, skills, expertise and experience of such persons, as the Company considers these to be qualities that will assist the Group to realise its strategic and long-term business goals.

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## LETTER TO SHAREHOLDERS

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The Company believes that the implementation of the Scheme will enable the Company to structure a competitive remuneration package to give recognition to Employees, Directors, directors of the Company's subsidiaries, Controlling Shareholders and their Associates, who have contributed to the growth, success and development of the Group. The Scheme will give Participants an opportunity to have a direct interest in the Company and will help to achieve the following objectives:

- (i) to motivate each Participant to achieve and maintain a high level of performance and high level of contribution to the Group;
- (ii) to make Employee remuneration sufficiently competitive to recruit and retain Employees whose contributions are important to the long-term growth and profitability of the Group;
- (iii) to foster an ownership culture within the Company which aligns the interests of Participants with the interests of the Shareholders; and
- (iv) to attract potential Employees with relevant skills to contribute to the Group and to create value for the Shareholders of the Company.

### 2.2 Summary of the Rules of the Scheme

The Rules of the Scheme are set out in Appendix I of this Circular. A non-exhaustive summary of the Rules of the Scheme is set out below. Shareholders should read Appendix I of this Circular in its entirety for the details of the Scheme.

#### 2.2.1 Eligibility of Participants

The following persons shall be eligible to participate in the Scheme at the sole and absolute discretion of the ESOS Committee:

- (i) Employees who are confirmed full-time employees of the Company and/or its subsidiaries who have attained the age of 21 years on or before the Date of Grant and are not undischarged bankrupts and have not entered into a composition with their respective creditors;
- (ii) Directors of the Company and its subsidiaries (including Non-Executive Directors and non-executive directors of the Company's subsidiaries); and
- (iii) Controlling Shareholders and/or Associates of Controlling Shareholders, who meet the criteria in Sections 2.2.1(i) or 2.2.1(ii) above,

who, in the opinion of the ESOS Committee, have contributed or will contribute to the success of the Group. The participation of the above persons in the Scheme is subject to them individually (a) obtaining necessary approval from or conducting necessary registration and other procedures with the relevant authority or regulatory body in connection with their participation in the Scheme and acceptance or exercise of any Options; (b) being responsible for declaration of taxable incentives and payment of any tax (including income tax) payable on incentives received under the Scheme; and (c) undertaking such act as may be required under the applicable laws and regulations they are subject to in connection with their participation in the Scheme and acceptance or exercise of any Options. However, no individual who is resident in a place where the grant, acceptance or exercise of Options pursuant to the Scheme is not permitted under the laws and regulations of such place or where in the view of the ESOS Committee, compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such individual, is eligible to be offered or granted Options.

Persons who are Controlling Shareholders and/or Associates of Controlling Shareholders who meet the criteria in Sections 2.2.1(i) or 2.2.1(ii) above are also eligible to participate in the Scheme provided that the participation of and the actual number of Shares to be allotted and issued to them and the terms of any Option to be granted to each Controlling Shareholder or Associate of a Controlling Shareholder shall be approved by independent Shareholders in separate resolutions for each such person subject to the following:

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## LETTER TO SHAREHOLDERS

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- (a) the aggregate number of New Shares which may be offered by way of grant of Options to all Participants who are Controlling Shareholders and Associates of Controlling Shareholders under the Scheme shall not exceed 25% of the total number of New Shares available under the Scheme; and
- (b) the number of New Shares available to each Controlling Shareholder or his Associate shall not exceed 10% of the total number of New Shares available under the Scheme.

For the purposes of assessing the contributions of eligible persons, the ESOS Committee may adopt a performance framework which incorporates financial and/or non-financial performance measurement criteria including, but not limited to the financial benefit or financial enhancement to the Group through any deals or transactions entered into by the Group as a result of the contributions of such persons, as well as the value of other contributions such as the introduction of new contacts or business opportunities.

Subject to compliance with the Act, the Catalist Rules, and any requirements of the SGX-ST, the terms of eligibility for participation in the Scheme may be amended from time to time at the sole and absolute discretion of the ESOS Committee, which would be exercised judiciously.

### 2.2.2 Size of the Scheme

Subject to the provisions on variation of capital, the total number of New Shares in respect of Options that may be offered to a Participant in accordance with the Scheme shall be determined at the sole and absolute discretion of the ESOS Committee. The Directors believe that such discretion will give the ESOS Committee sufficient flexibility in adjusting the number of New Shares in respect of Options to be granted, to achieve certain goals of the Company through the customisation of a compensation and incentive package suitable for each Participant.

The aggregate number of New Shares over which the ESOS Committee may grant Options on any date, when added to the number of Shares allotted and issued or issuable in respect of (i) all Options and Awards granted under the Scheme and the PSP; and (ii) all convertible securities or awards granted under other incentive schemes or share plans adopted by the Company for the time being in force, shall not exceed 15% of the issued Shares of the Company (excluding treasury shares) on the day immediately preceding the Date of Grant of the Option.

The aggregate number of New Shares which may be offered by way of grant of Options to all Participants who are Controlling Shareholders and Associates of Controlling Shareholders must not exceed 25% of the New Shares available under the Scheme. The number of New Shares available to each Controlling Shareholder or his Associate must not exceed 10% of the New Shares available under the Scheme.

To enjoy greater flexibility in structuring remuneration and compensation packages, the Company believes that it should have a sufficient number of New Shares to accommodate Options issued under the Scheme. Taking into consideration the number of issued Shares of the Company as well as the anticipated number of eligible Participants in the Scheme and the PSP, the Directors believe that a limit of 15% of the number of issued Shares of the Company in respect of the number of New Shares to be issued pursuant to the Scheme and the PSP will enable the Company to grant a sufficient number of Options and/or Awards to the Participants, to create a meaningful compensation for the Participants' contributions.

In determining the eligibility of the Employees and Executive Directors to participate in the Scheme and the aggregate number of New Shares comprised in Options or to be offered in accordance with the Scheme, the ESOS Committee will take into account criteria such as the grade level, seniority, level of responsibility, years of service, performance evaluation, the potential for future development and their respective contributions to the growth, success and development of the Group. In certain circumstances, the ESOS Committee shall also take into consideration the performance targets met by an eligible Employee or an Executive Director while determining the extent of the participation of that Employee or Executive Director in the Scheme. Examples of performance targets which will be considered by the ESOS Committee include targets based on criteria such as total shareholders' return, economic value added, market share, market ranking, profitability, return on sales and successful completion of a project.

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## LETTER TO SHAREHOLDERS

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In determining the eligibility of Non-Executive Directors, non-executive directors of the Company's subsidiaries, Controlling Shareholders and Associates of Controlling Shareholders to participate in the Scheme and the number of New Shares comprised in Options to be offered in accordance with the Scheme, the ESOS Committee will take into account criteria such as the services and the contributions made by such persons to the growth, success and development of the Group.

The Company does not intend to specify a sub-limit for the Scheme so as to provide for flexibility in the Option structure.

### 2.2.3 Exercise Price

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

- (i) a price equal to the Market Price ("**Market Price Options**"); or
- (ii) a price which is set at a discount to the Market Price ("**Discount Options**"), provided that:
  - A. the maximum discount shall not exceed 20% of the Market Price and subject to this maximum discount the ESOS Committee shall have the sole and absolute discretion to determine the exact amount of discount granted to each Participant; and
  - B. the Shareholders shall have authorised, in a separate resolution, the making of offers and grants of Options under the Scheme at a discount not exceeding such maximum discount as aforesaid.

The ability to offer Discount Options will allow flexibility in structuring the Options. Being able to offer Options at a discount is important in situations where it is more meaningful for the Company to acknowledge a Participant's achievement through offering Options at a discount to the Market Price rather than paying him a cash bonus, as these Options operate as a form of cashless reward from the Company, with a greater potential for capital appreciation than Market Price Options; or in situations where more compelling motivation is required in order to attract new talent into the Company and/or retain talented individuals.

Because Discount Option(s) under the Scheme are subject to a longer vesting period (i.e. 2 years), than those granted at the Market Price (i.e. 1 year), holders of such Options(s) are encouraged to have a longer term view of the Group, thereby promoting staff and executive retention and reinforcing their commitment to the Group.

The Company plans to exercise this discretion judiciously and the amount of discount may vary from one offer to another from time to time depending on the circumstances and on a case-by-case basis. In determining the quantum of the discount, the ESOS Committee may take into consideration such factors as it may in its sole and absolute discretion deem appropriate, including but not limited to:

- (i) the performance of the Group, taking into account financial considerations such as the Group's sales/revenue, profit and performance targets;
- (ii) the years of service and individual performance (including the meeting of performance targets) of the Participant;
- (iii) the contribution of the Participant to the success and development of the Group; and
- (iv) the prevailing market conditions.

As share options become more significant components of employee remuneration packages and the grant of Options with a discount element becomes more common, the discretion to grant Discount Options at a discount to the Market Price will provide the Company with a means to maintain the

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competitiveness of its compensation strategy. Therefore, the Company may utilise Options as a means to reward Participants for their outstanding performance as well as to motivate them to continue to excel, and will be an additional method for compensating Employees, Directors and directors of the Company's subsidiaries other than through salary, salary increments and cash bonuses. This will also enable the Group to introduce an effective manner of motivating Participants to maximise their performance, which will in turn create better value for Shareholders.

In circumstances where at the time of granting Options to Participants, the prevailing Market Price on the Shares is considered artificially high and a general discount is desirable or warranted (the rate of which will be determined by the ESOS Committee), the ESOS Committee will take into consideration factors such as the historical prices of the Shares as compared with the prevailing Market Price of the Shares during the price-fixed period for the Options, market comparables and practices of other industry players and the value of the Options as a component of each Participant's compensation package. In such circumstances, the ESOS Committee will have the discretion to grant Discount Options to Participants.

The Board believes that the maximum discount of 20% to the Market Price for Discount Options is sufficient to allow for flexibility in the Scheme while minimising the potential dilutive effect to the Shareholders arising from the Scheme.

### 2.2.4 Variation of Capital

If a variation in the number of issued Shares of the Company (whether by way of a capitalisation of profits or reserves or rights issue, cancellation, reduction, subdivision, consolidation, distribution or conversion or otherwise) should take place, then the ESOS Committee may determine whether:

- (i) the Exercise Price in respect of the New Shares, the class and/or number of New Shares comprised in Options to the extent unexercised and the rights attached thereto; and/or
- (ii) the class and/or number of New Shares in respect of which additional Options may be granted to Participants,

may be adjusted in such manner as the ESOS Committee may determine to be appropriate but not permitting retrospective adjustments where such variation occurs after the date of exercise of an Option or the Record Date relating to such variation precedes such date of exercise and, except for capitalisation issues, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

Notwithstanding the above provisions of Section 2.2.4, no such adjustment shall be made (i) if as a result, the Participant receives a benefit that a Shareholder does not receive; and (ii) unless the ESOS Committee, after considering all relevant circumstances, considers it equitable to do so.

Unless the ESOS Committee considers an adjustment to be appropriate, the following events (whether singly or in combination) shall not normally be regarded as a circumstance requiring adjustments of Options:

- (i) the issue of securities as consideration for an acquisition or a private placement of securities by the Company;
- (ii) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force;
- (iii) an issue of Shares or securities convertible into or with rights to acquire or subscribe for Shares, in any such case in consideration or part consideration for the acquisition of any other securities, assets or business;
- (iv) any issue of Shares arising from the grant of Awards under the PSP, exercise of Options under

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the Scheme or exercise of any warrants issued by the Company or the conversion of any convertible securities issued by the Company; and

- (v) any issue of Shares pursuant to any scrip dividend scheme for the time being, of the Company.

Upon any adjustment required to be made, the Company shall notify each Participant (or his duly appointed executor or personal representative(s)) in writing and deliver to him (or, where applicable, his duly appointed executor or personal representative(s)) a statement setting forth the new Exercise Price thereafter in effect and/or the class and/or number of New Shares thereafter comprised in the Option so far as unexercised (including consequent alterations to the Vesting Schedule if any). Any adjustment shall take effect from such written notification being given.

### 2.2.5 Modifications to the Scheme

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 ESOS Committee, except that:

- (i) any modification or alteration which shall adversely modify or alter the rights attaching to any Option granted prior to such modification or alteration and which in the opinion of the ESOS Committee, materially modifies or alters the rights attaching to any Option granted prior to such modification or alteration, may only be made with the consent in writing of such number of Participants who, if they exercised all their Options in full, would thereby become entitled to New Shares representing not less than three-quarters of the total voting rights (or such other requirements as may be prescribed by the SGX-ST) of all the New Shares which would be allotted and issued upon exercise in full of all Options then outstanding;
- (ii) any modification or alteration which would be to the advantage of Participants under the Scheme shall be subject to the prior approval of the Shareholders in a general meeting, at which Shareholders who are also holders of Options shall be required to abstain from voting in respect of any resolution relating to such modification or alteration; and
- (iii) no modification or alteration shall be made except in compliance with the Catalist Rules or the rules of such other stock exchange on which the Shares are quoted or listed and/or such other regulatory authorities as may be applicable.

For the purposes of Section 2.2.5(i) above, the opinion of the ESOS Committee as to whether any modification or alteration would alter adversely the rights attaching to any Option shall be final and conclusive.

### 2.2.6 Duration of the Scheme

The Scheme shall continue to be in force for a period of 10 years, commencing on the date the Scheme is adopted by Shareholders at a general meeting. The Scheme may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution in a general meeting and of any relevant authorities which may then be required.

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

The termination, discontinuance or expiry of the Scheme shall not affect the then existing rights of Participants under the Scheme in relation to Options which have been granted and accepted as provided in the Rules of the Scheme, whether such Options have been exercised (whether fully or partially) or not.

### 2.2.7 Grant of Options

Subject as provided in the Rules of the Scheme, the ESOS Committee may offer to grant Options to such Participants as it may select in its sole and absolute discretion at any time when the Scheme is in

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force, except that no Option shall be granted during the period of 30 days immediately preceding the date of announcement of the Company's half-year and full-year results respectively. In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, an offer to grant Options may only be made on or after the 2nd Market Day on which such announcement is released.

### 2.2.8 Acceptance of Options

Options are personal to the Participant to whom they are granted and shall not be sold, mortgaged, transferred, charged, assigned, pledged or otherwise disposed or encumbered in whole or in part or in any way whatsoever without the ESOS Committee's prior written approval.

An Option offered to a Participant may only be accepted by the Participant within 30 days after the relevant Date of Grant of that Option and, in any event, not later than 5.00 p.m. on the 30th day from such Date of Grant by completing, signing and returning the acceptance form as prescribed in the Rules of the Scheme, subject to such modification as the ESOS Committee may from time to time determine, accompanied by payment of S\$1.00 as consideration, failing which the grant shall automatically lapse and become null, void and of no effect.

### 2.2.9 Exercise Period

Subject as provided in the Rules of the Scheme and in accordance with any Vesting Schedule and conditions applicable to that Option, an Option shall be exercisable, in whole or in part, during the period being:

- (i) in the case of a Market Price Option, a period commencing after the 1st anniversary of the Date of Grant and expiring on (i) the 10th anniversary of such Date of Grant if granted to an Employee or (ii) the 10th anniversary of such Date of Grant if granted to a Non-Executive Director or a non-executive director of the Company's subsidiaries; and
- (ii) in the case of a Discount Option, a period commencing after the 2nd anniversary of the Date of Grant and expiring on (i) the 10th anniversary of such Date of Grant if granted to an Employee or (ii) the 10th anniversary of such Date of Grant if granted to a Non-Executive Director or a non-executive director of the Company's subsidiaries.

An Option shall, to the extent unexercised, immediately lapse and become null and void and a Participant shall have no claim against the Company:

- (i) upon the Participant (excluding a Controlling Shareholder and Associate of Controlling Shareholder) ceasing to be in the employment of any Group Company for any reason whatsoever; or
- (ii) upon the bankruptcy or entering into composition with his creditors of the Participant or the happening of any other event which result in his being deprived of the legal or beneficial ownership of such Option; or
- (iii) in the event of any misconduct of the Participant, as determined by the ESOS Committee in its sole and absolute discretion.

Please refer to Rule 11 of the Scheme for further details on the treatment of specific situations where unexercised Options may lapse and become null and void during the Exercise Period.

Please also refer to Rule 15 of the Scheme on the effect of take-over or winding-up of the Company on the Options.

### 2.2.10 Exercise of Options, Allotment and Listing of Shares

Subject as provided in the Rules of the Scheme, an Option may be exercised in whole or in part (provided that an Option may be exercised in part only in respect of 1,000 New Shares or any multiple thereof),

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by a Participant giving notice in writing to the Company, subject in each case to such modification as the ESOS Committee may from time to time determine in its sole and absolute discretion.

Subject to such consents or other required action of any competent authority under any laws or regulations for the time being in force as may be applicable and subject to the compliance with the Rules of the Scheme and the Constitution, the Company shall, within 10 Market Days after the exercise of an Option, do any one or more of the following in relation to the exercise of such Option as it deems fit in its sole and absolute discretion:

- (i) allot and issue the relevant New Shares and despatch to CDP the relevant share certificates by ordinary post or such other mode as the ESOS Committee may deem fit and the Company shall, as soon as practicable after such allotment and issuance, apply to the SGX-ST for permission to deal in and for quotation of such New Shares, if not earlier applied for; and/or
- (ii) transfer existing Shares to the Participant, whether such existing Shares are held as treasury shares or otherwise.

New Shares allotted and issued upon the exercise of an Option shall be subject to all the provisions of the Constitution of the Company and the Act and shall rank *pari passu* in all respects with the then existing issued Shares in the capital of the Company except for any dividends, rights, allotments or other distributions, the Record Date for which is prior to the date such New Shares are allotted and issued.

Notwithstanding any other Rule of the Scheme to the contrary, and notwithstanding references to subscription, issue and allotment of Shares or New Shares, the Company may transfer and deliver treasury shares to Participants in lieu of New Shares upon their exercise of Options at the sole and absolute discretion of the ESOS Committee.

### 2.2.11 Administration of the Scheme

The Scheme shall be administered by the ESOS Committee in its sole and absolute discretion with such powers and duties as may be conferred on it by the Board provided that a member of the ESOS Committee who is a Participant shall not be involved in the deliberations of the ESOS Committee in respect of the Options to be granted to him, in compliance with the requirements of the Catalist Rules.

The ESOS Committee shall have the power, from time to time, to make or vary such regulations and procedures (not being inconsistent with the Rules of the Scheme) for the implementation and administration of the Scheme as it thinks fit.

Any decision or determination of the Committee made pursuant to any provision of the Scheme (other than a matter to be certified by the Auditors) shall subject always to compliance with the Act and the Catalist Rules be final and binding.

## 2.3 **Financial Effects of the Scheme**

### 2.3.1 Share Capital

The Scheme will result in an increase in the number of issued Shares of the Company to the extent that New Shares are allotted and issued upon the exercise of the Options. This number of New Shares issued will in turn depend on, *inter alia*, the number of Shares comprised in the Options granted, the number of Options that are vested, the prevailing Market Price of the Shares on the SGX-ST, and whether the Company chooses to deliver treasury shares to holders of the Options in lieu of New Shares.

In any case, aggregate number of New Shares over which the ESOS Committee may grant Options on any date, when added to the number of Shares allotted and issued or issuable in respect of (i) all Options and Awards granted under the Scheme and the PSP; and (ii) all convertible securities or awards granted under other incentive schemes or share plans adopted by the Company for the time being in force, shall not exceed 15% of the issued Shares of the Company (excluding treasury shares) on the day immediately preceding the Date of Grant of the Option.



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If, *inter alia*, instead of issuing New Shares to Participants, treasury shares are transferred and delivered to the Participants in lieu of issuing New Shares or no Options are exercised, the Scheme will have no impact on the Company's issued share capital.

### 2.3.2 EPS

The Scheme will have a dilutive impact on the Company's consolidated EPS following the increase in the number of issued Shares of the Company to the extent that New Shares are allotted and issued pursuant thereto.

However, the impact arising from the Scheme on the Company's consolidated EPS is not expected to be material in any given financial year.

### 2.3.3 NTA

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

### 2.3.4 Potential Cost of Options

Any Options granted under the Scheme would have a fair value. In the event that Options are granted at prices below the fair value of the Options, there will be a cost to the Company. Such costs may be more significant in the case of Discount Options. In addition to the impact on the Company's consolidated EPS and consolidated NTA as described above, the cost to the Company of granting Options would be as follows:

- (i) the exercise of an Option at the Exercise Price would translate into a reduction of the proceeds from the exercise of such Option, as compared to the proceeds that the Company would have received from such exercise had the exercise been made at the prevailing Market Price of the Shares. Such reduction of the exercise proceeds would represent the monetary cost to the Company; and
- (ii) the grant of Options under the Scheme will have an impact on the Company's reported profit under Singapore Financial Reporting Standards (International) (SFRS(I)) as share-based payment requires the recognition of an expense in respect of the Options. The expense will be based on the fair value of the Options at the Date of Grant (as determined by an option pricing model) and will be recognised over the Vesting Schedule of the Options.

It should be noted that the financial effects discussed in Section 2.3.4(i) above will materialise only upon the exercise of the Options. The cost of granting Options discussed in Section 2.3.4(ii) above would be recognised in the financial statements even if the Options are not exercised. Measured against the cost of granting the Options as described above, the desirable effect of the Scheme in attracting, recruiting and motivating Participants could in the long-term yield greater returns for the Company and Shareholders.

## 2.4 **Previous Share Option Scheme and Existing Performance Share Scheme**

The Company previously had in place the 2010 Scheme, which was adopted on 28 October 2010. The 2010 Scheme was a broad-based incentive tied to the overall performance of the Company and with the objective of, *inter alia*, aligning the interests of key executives of the Group with those of the Shareholders, i.e. by allowing these key executives an opportunity to participate in the equity of the Company, and attracting and recruiting participants whose contributions were important to the long term growth of the Company.

The 2010 Scheme was valid for a period of 10 years from the date of its adoption and has since expired. As at the Latest Practicable Date, there are a total of 1,224,500,000 options outstanding under the 2010 Scheme for the issuance of up to 1,224,500,000 Shares held by 22 option holders at an exercise price

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of between S\$0.0020 and S\$0.03010 and the exercise period of which shall occur within the period from 8 January 2016 to 18 December 2029.

Options under the 2010 Scheme were granted to the existing Directors on 8 January 2015, 1 November 2017, 28 November 2017 and 19 December 2019, respectively. As at the Latest Practicable Date, a total of 737,500,000 Options, which are exercisable into 737,500,000 Shares, were granted to the Directors under the 2010 Scheme, and 68,000,000 Shares have been allotted and issued pursuant to the exercise of 68,000,000 Options granted under the 2010 Scheme. No Options under the 2010 Scheme have been granted to any Controlling Shareholders or their Associates.

On 26 October 2018, the Company also adopted the PSP. The PSP differed from and was intended to complement the 2010 Scheme in that it allows the Company to target specific performance objectives and to provide an incentive for participants in the PSP to achieve these targets by awarding fully paid shares to participants upon their accomplishing their respective performance targets. No awards were granted under the PSP as at the Latest Practicable Date.

The Company continues to believe that attracting and retaining outstanding and dynamic individuals as employees and directors are paramount to the Group's long-term objective of achieving growth, expansion and profitability in its business operations.

The Company also believes that, by adopting both the Scheme and the PSP, the Company will have greater flexibility to tailor reward and incentive packages that are attractive and effective to align participants' interests with those of Shareholders, entice participants to stay with the Group and motivate participants to improve their performance within the Group. The Company, accordingly, wishes to re-introduce a share option scheme, in the form of the Scheme.

### 3. DISCLOSURES

The Company will make announcements on the Date of Grant of Options as required under Rule 704(32) of the Catalist Rules.

In accordance with Rule 851 of the Catalist Rules, the following shall be disclosed by the Company in its annual report as long as the Scheme continues in operation:

- (i) The names of the members of the committee administering the Scheme;
- (ii) the information in respect of Options granted to the following Participants in the table set out below:
  - (a) Directors of the Company;
  - (b) Participants who are Controlling Shareholders and their Associates; and
  - (c) Participants other than those referred to in Sections 3(ii)(a) and 3(ii)(b) above, who have received 5% or more of the total number of options available under the Scheme.

<b>Name of Participant</b>	<b>Options granted during financial year under review (including terms)</b>	<b>Aggregate Options granted since commencement of Scheme to end of financial year under review</b>	<b>Aggregate Options exercised since commencement of Scheme to end of financial year under review</b>	<b>Aggregate Options outstanding as at end of financial year under review</b>
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- (iii) The number and proportions of Options granted at a discount during the financial year under review in respect of every 10% discount range, up to the maximum discount quantum of 20% granted; and

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(iv) such other information as may be required under the Catalist Rules or the Act.

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

#### **4. PARTICIPATION OF CONTROLLING SHAREHOLDERS AND THEIR ASSOCIATES AND NON-EXECUTIVE DIRECTORS IN THE SCHEME**

##### **4.1 Participation of the Controlling Shareholders and their Associates**

###### **4.1.1 Rationale and Justification**

One of the objectives of the Scheme is to motivate Participants to optimise their performance and to maintain a high level of contribution. The objectives of the Scheme apply equally to our Employees, Directors and directors of the Company's subsidiaries who might be Controlling Shareholders or Associates of Controlling Shareholders. The Company's view is that all deserving and eligible Participants should be motivated, regardless of whether they are Controlling Shareholders. The Company believes that as the Scheme is designed to motivate, retain and reward Employees, Directors and directors of the Company's subsidiaries who contribute to the growth and profits of the Company, Employees, Directors and directors of the Company's subsidiaries who are Controlling Shareholders or Associates of Controlling Shareholders should be entitled to the same benefits as other Employees and should not be excluded from benefiting under the Scheme solely for the reason that they are Controlling Shareholders or Associates of the Controlling Shareholders. It is in the Group's interest that these Participants who are actively contributing to the Group's progress and development are given the incentive to continue to remain with the Company and contribute towards the Group's future progress and development. In respect of the determination as to eligibility and grant of Options and/or Awards, the Rules of the Scheme do not differentiate between Employees, Directors and directors of the Company's subsidiaries who are Controlling Shareholders or Associates of Controlling Shareholders and other Employees, Directors and directors of the Company's subsidiaries who are not such persons. As such, Employees, Directors and directors of the Company's subsidiaries who are Controlling Shareholders or Associates of Controlling Shareholders will be subject to the same rules as other Employees.

###### **4.1.2 Safeguards**

As a safeguard against abuse, all members of the Board who are not Controlling Shareholders or Associates of Controlling Shareholders (and not just members of the ESOS Committee) will be involved in deliberations in respect of Options to be granted to Controlling Shareholders and their Associates and the terms and conditions attached to such Options.

Specific approval of the independent Shareholders is required for the grant of Options to Controlling Shareholders and their Associates as well as the actual number of and terms of such Options. In seeking such independent Shareholders' approval, clear justification as to their participation, the number of Options and terms of the Options to be granted to the Controlling Shareholders and their Associates will need to be provided.

The Company is of the view that there are sufficient safeguards against abuse resulting from the participation of the Controlling Shareholders and their Associates in the Scheme.

##### **4.2 Participation by Non-Executive Directors (including Independent Directors)**

Under the Catalist Rules, the Company has some flexibility in formulating schemes that recognizes and benefits not only persons who are in the employment of the Group but also Non-Executive Directors (including Independent Directors) and directors of the Company's subsidiaries who are not employed by the Company but who nevertheless work closely with the Group and/or are in the position to contribute their experience, knowledge and expertise to the success of the Group. Although the Non-Executive Directors and non-executive directors of the Company's subsidiaries are not involved in the day-to-day running of the Company, they also play an invaluable role in our success by applying their experience, drawing on their knowledge and utilising their expertise for the benefit of the Group. It is desirable that the Non-Executive Directors (including Independent Directors) and non-executive

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directors of the Company's subsidiaries be allowed to participate in the Scheme to give recognition to their services and contributions and to further align their interests with that of the Group.

As the Company recognises that the services and contributions of Non-Executive Directors and non-executive directors of the Company's subsidiaries cannot be measured in the same way as those of its full-time employees, the Company envisages that the bulk of the Options will be given to the Employees and the Executive Directors. In order to minimise any possible conflicts of interest, and so as not to compromise the objectivity of independent members of the Board who may, in the future, be selected to participate in the Scheme, the Non-Executive Directors (including Independent Directors) and non-executive directors of the Company's subsidiaries would primarily continue to be remunerated for their services by way of directors' fees. Based on this, the Directors are of the view that the participation by Non-Executive Directors and non-executive directors of the Company's subsidiaries in the Scheme will not compromise the independence of those who are Independent Directors.

The ESOS Committee, when deciding on the selection of Non-Executive Directors and non-executive directors of the Company's subsidiaries to participate in the Scheme, and the number of Options to be offered will take into consideration the nature and extent of their input, assistance and expertise rendered to the committees on which they sit and the impact thereof on the growth, success and development of the Group, as well as their involvement and commitment to the Board. In the case of Non-Executive Directors who are Independent Directors, the ESOS Committee will take into consideration, among other things, their attendance at meetings, their participations in various board committees as well as their contributions to the growth, development and success of the Group.

Non-Executive Directors (including Independent Directors) and non-executive directors of the Company's subsidiaries will abstain from making any recommendation or any voting as a member of the ESOS Committee when the grant of Options and/or Awards to him is being considered.

### 5. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

The interests of the Directors and the Substantial Shareholders (that is, persons whose interests in the Company's issued share capital are equal to or more than 5%) in the issued share capital of the Company as at the Latest Practicable Date are set out below:

Directors	Direct Interests		Deemed Interests		Number of Shares comprised in outstanding Options or awards granted by the Company	Total Interest	
	No. of Shares	% <sup>(1)</sup>	No. of Shares	% <sup>(1)</sup>		No. of Shares	% <sup>(1)</sup>
Toh Hock Ghim	-	-	-	-	40,000,000	-	-
Chng Weng Wah	658,970,850	6.52	463,050,000 <sup>(2)</sup>	4.58	582,000,000	1,122,020,850	11.10
Lau Kay Heng	-	-	-	-	25,000,000	-	-
Lim Soon Hock	-	-	-	-	22,500,000	-	-
<b>Substantial Shareholder (other than Directors)</b>							
Tang Wee Loke	640,212,900	6.33	57,000,000 <sup>(3)</sup>	0.56	-	697,212,900	6.89

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### Notes:

- (1) Based on 10,106,683,403 issued Shares as at the Latest Practicable Date.
- (2) Mr. Chng Weng Wah is deemed interest in 463,050,000 Shares held in the custodian account with Citibank Nominees Singapore Pte Ltd, pursuant to Section 7 of the Act.
- (3) Mr. Tang Wee Loke is deemed interested in 55,000,000 Shares held by his spouse and 2,000,000 Shares held by his children, pursuant to Section 7 of the Act.

Save as disclosed in this Circular, none of the Directors and Substantial Shareholders has any interest, direct or indirect, (other than through their respective shareholdings in the Company, if any) in the Proposals.

## 6. DIRECTORS' RECOMMENDATIONS

Subject to the Shareholders' approval sought at the EGM, all the Directors will be eligible to participate in and are therefore interested in the Proposals. Accordingly, the Directors have abstained from making any recommendation on how Shareholders should vote in respect of the Ordinary Resolutions in relation to the Scheme to be proposed at the EGM and as set out in the Notice of EGM.

## 7. EXTRAORDINARY GENERAL MEETING

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, alternative arrangements have been put in place to allow Shareholders to participate at the EGM by (a) watching the EGM proceedings via live webcast or listening to the EGM proceedings via live audio feed, (b) submitting questions in advance of the EGM, and/or (c) voting by proxy at the EGM.

Accordingly, the EGM, notice of which is set out on pages N-1 to N-6 of this Circular, will be held by way of electronic means (of which there will be a live streaming) on 28 October 2021 at 11.30 a.m. (or as soon thereafter following the conclusion or adjournment of the 45th Annual General Meeting of the Company to be held by way of electronic means at 10.30 a.m. on the same day) for the purpose of considering and, if thought fit, passing, with or without modifications, the resolutions.

As the COVID-19 situation continues to evolve, the Company will closely monitor the situation and any prevailing guidelines issued by the government authorities. Accordingly, the Company may be required to take further measures as appropriate, at short notice, up to the date of the EGM, in relation to the convening of the EGM. Conversely, the Company needs to prepare for the EGM logistics based on circumstances prevailing as at the latest practicable time before the issue of the notice of EGM and Shareholders will not be able to attend a physical meeting in person even if the situation improves by the date of the EGM. The Company would like to thank Shareholders for their patience, understanding and co-operation, in this regard. Shareholders should check the Company's announcements on SGXNET for any latest updates in relation to the EGM.

## 8. ACTION TO BE TAKEN BY SHAREHOLDERS

### 8.1 EGM by Electronic Means

In view of the COVID-19 pandemic situation, the EGM will be held by way of electronic means. Alternative arrangements have been put in place to allow Shareholders to participate at the EGM by (a) watching or listening to the EGM proceedings via live webcast, (b) submitting questions in advance of the EGM, and (c) voting by proxy at the EGM. Shareholders should refer to the Notice of EGM for further information on the alternative arrangements.

### 8.2 Abstention from voting

Any Shareholder entitled to participate or who is interested in the Scheme should abstain from voting at the EGM in respect of all the Ordinary Resolutions relating to the Scheme (Ordinary Resolutions 1, 2 and 3). Such Shareholders should also not accept nominations as proxies in respect of the aforesaid

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Ordinary Resolutions, unless specific instructions have been given in the proxy instrument by the independent Shareholders appointing them on how they wish their votes are to be cast for each of the aforesaid Ordinary Resolutions.

Where any Shareholder is required to abstain from voting on any of the Ordinary Resolutions pursuant to the Catalist Rules or pursuant to any court order served on the Company, the Company will disregard any votes on such Ordinary Resolution by the Shareholder.

### 9. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposals, 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 the 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 the Circular in its proper form and context.

### 10. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection by prior appointment in writing at the registered office of the Company at 120 Lower Delta Road, #03-15, Cendex Centre, Singapore 169208 during normal business hours from the date hereof up to and including the date of the EGM:

- (a) the Constitution of the Company;
- (b) the annual report of the Company for FY2021; and
- (c) the Rules of the Scheme.

Yours faithfully

For and on behalf of the Board of Directors  
**DISA LIMITED**

**Chng Weng Wah**  
Managing Director and Chief Executive Officer

## APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021

### 1. DISA EMPLOYEE SHARE OPTION SCHEME 2021

The DISA EMPLOYEE SHARE OPTION SCHEME 2021 shall mean the employee share option scheme herein, as modified or altered from time to time and shall be referred to as the Scheme.

### 2. DEFINITIONS

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

<b>“Acceptance Form”</b>	:	The acceptance forms in or substantially in the form set out in Appendix 1.2(a) (in relation to a Market Price Option) or in the form set out in Appendix 1.2(b) (in relation to a Discount Option), subject in each case to such modification as the ESOS Committee may from time to time determine in its sole and absolute discretion
<b>“Act” or “Companies Act”</b>	:	The Companies Act (Chapter 50) of Singapore, as amended, modified or supplemented from time to time
<b>“Adoption Date”</b>	:	The date on which the Scheme is adopted by the Company in general meeting
<b>“Associate”</b>	:	<p>(a) In relation to any Director, Chief Executive Officer, Substantial Shareholder or Controlling Shareholder (being an individual) means:</p> <p style="margin-left: 40px;">(i) his Immediate Family;</p> <p style="margin-left: 40px;">(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</p> <p style="margin-left: 40px;">(iii) any company in which he and his Immediate Family together (directly or indirectly) have an interest of 30% or more; and</p> <p>(b) In relation to a Substantial Shareholder or a Controlling Shareholder (being a company) means any company which is its subsidiary or holding company or is a subsidiary of any 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,</p> <p>or such other definition as the Catalist Rules may from time to time prescribe</p>
<b>“Auditors”</b>	:	The auditors of the Company for the time being
<b>“Awards”</b>	:	A contingent award of Shares granted under the PSP
<b>“Board”</b>	:	The board of Directors of the Company for the time being
<b>“Business Day”</b>	:	A day (other than a Saturday, Sunday or gazetted public holidays) on which commercial banks are open for business in Singapore
<b>“Catalist”</b>	:	The Catalist Board of the SGX-ST
<b>“Catalist Rules”</b>	:	Section B: Rules of Catalist of the Catalist Rules of the SGX-ST, as amended, modified or supplemented from time to time
<b>“CDP”</b>	:	The Central Depository (Pte) Limited

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**APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

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<b>“Circular”</b>	:	The circular to Shareholders dated 12 October 2021
<b>“Company”</b>	:	DISA Limited
<b>“Constitution”</b>	:	The constitution of the Company, as amended, modified or supplemented from time to time
<b>“control”</b>	:	The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company
<b>“Controlling Shareholder”</b>	:	A person who:  (a) holds directly or indirectly 15% or more of nominal amount of all voting Shares in the Company, unless determined by SGX-ST that such person is not a controlling shareholder; or  (b) in fact exercises control over the Company, or  such other definition as the Catalist Rules may from time to time prescribe
<b>“Court”</b>	:	The High Court of Singapore
<b>“CPF”</b>	:	Central Provident Fund
<b>“Date of Grant”</b>	:	The date on which an Option is granted pursuant to the Scheme
<b>“Director”</b>	:	A person holding office as a director from time to time of the Company or its subsidiaries, as the case may be
<b>“Discount Option”</b>	:	The right to subscribe for Shares granted or to be granted pursuant to the Scheme and for the time being subsisting, and in respect of which the Exercise Price is determined in accordance to Rule 9.1(ii) of the Scheme
<b>“Employee”</b>	:	A confirmed full-time employee of any Group Company (including any Director but excluding Non-Executive Directors) selected by the ESOS Committee to participate in the Scheme in accordance with Rule 4 of the Scheme
<b>“ESOS Committee”</b>	:	The committee comprising all the members of the Remuneration Committee of the Company from time to time and Mr. Chng Weng Wah, the Managing Director and Chief Executive Officer of the Company, and duly authorised and appointed by the Board pursuant to Rule 16 of the Scheme to administer the Scheme
<b>“Executive Director”</b>	:	A Director of the Company and/or its subsidiaries, as the case may be, who performs an executive function within the Company or the relevant subsidiary, as the case may be
<b>“Exercise Notice”</b>	:	Notice in writing to the Company in or substantially in the form set out in Appendix 1.3(a) (in relation to a Market Price Option) or in the form set out in Appendix 1.3(b) (in relation to a Discount Option)
<b>“Exercise Period”</b>	:	The period during which an Option is exercisable being:  (a) in the case of a Market Price Option which is granted to a Scheme Participant, a period commencing after the 1st anniversary of the Date of Grant and expiring on (i) the 10th anniversary of such Date of Grant if granted to an Employee or (ii) the 10th anniversary of



**APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

		<p>such Date of Grant if granted to a Non-Executive Director or a non-executive director of the Company's subsidiaries or (iii) such other period which may from time to time be prescribed under any relevant law, regulation or the rules of the Catalist Rules, subject as provided in Rules of the Scheme and any other conditions as may be introduced by the ESOS Committee from time to time; and</p> <p>(b) in the case of a Discount Option which is granted to a Scheme Participant, a period commencing after the 2nd anniversary of the Date of Grant and expiring on (i) the 10th anniversary of such Date of Grant (or such other shorter period if so determined by the ESOS Committee) if granted to an Employee or (ii) the 10th anniversary of such Date of Grant (or such other shorter period if so determined by the ESOS Committee) if granted to a Non-Executive Director or a non-executive director of the Company's subsidiaries or (iii) such other period which may from time to time be prescribed under any relevant law, regulation or rule of the Catalist Rules, subject as provided in Rules of the Scheme and any other conditions as may be introduced by the ESOS Committee from time to time</p>
<b>"Exercise Price"</b>	:	The price at which a Participant of the Scheme shall subscribe for each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 9.1(i) of the Scheme in relation to a Market Price Option or Rule 9.1(ii) of the Scheme in relation to a Discount Option, as adjusted in accordance with Rule 10 of the Scheme
<b>"Group"</b>	:	The Company and its subsidiaries, collectively and each a <b>"Group Company"</b>
<b>"Immediate Family"</b>	:	In relation to a person, means the person's spouse, child, adopted child, step-child, sibling and parent
<b>"Market Day"</b>	:	A day on which the SGX-ST is open for trading in securities
<b>"Market Price"</b>	:	A price equal to the average of the last dealt prices for the Shares on the SGX-ST over the five (5) consecutive Market Days immediately preceding the Date of Grant of a Market Price Option, as determined by the ESOS Committee by reference to the daily official list or any other publication published by the SGX-ST, rounded to the nearest whole cent in the event of fractional prices
<b>"Market Price Option"</b>	:	The right to subscribe for Shares granted or to be granted pursuant to the Scheme and for the time being subsisting, and in respect of which the Exercise Price is determined in accordance with Rule 9.1(i) of the Scheme
<b>"New Shares"</b>	:	For the purpose of the Scheme, means the new Shares which may be allotted and issued from time to time pursuant to the exercise of the Options granted under the Scheme
<b>"Non-Executive Director"</b>	:	A Director of the Group, other than Executive Directors and including the independent Directors, who does not perform an executive function within the Group
<b>"Option"</b>	:	A Market Price Option and/or a Discount Option, as the case may be
<b>"PSP"</b>	:	The DISA Performance Shares Scheme adopted by Shareholders on 26 October 2018
<b>"Record Date"</b>	:	In relation to any dividends, rights, allotments or other distributions, the date

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**APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

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		as at the close of business (or such other time as may have been notified by the Company) on which the Shareholders must be registered with the Company or with CDP, as the case may be, in order to participate in such dividends, rights, allotments or other distributions
<b>“Rules” or “Rules of the Scheme”</b>	:	Rules of the Scheme, as may be modified, amended or supplemented from time to time and any reference to a particular Rule shall be construed accordingly
<b>“Scheme”</b>	:	The DISA Employee Share Option Scheme 2021, as modified, amended or supplemented from time to time
<b>“Scheme Participant”</b>	:	The person(s) who may be selected by the ESOS Committee to be granted an Option pursuant to the Scheme
<b>“SGX-ST”</b>	:	Singapore Exchange Securities Trading Limited
<b>“Shareholders”</b>	:	Registered holders of Shares in the register of members of the Company, except that where the registered holder is CDP, the term <b>“Shareholders”</b> shall, where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP and into whose Securities Accounts those Shares are credited
<b>“Shares”</b>	:	Ordinary shares in the capital of the Company
<b>“Sponsor”</b>	:	The Catalyst Sponsor of the Company for the time being
<b>“subsidiary”</b>	:	A company which is for the time being a subsidiary of the Company, as defined by Section 5 of the Act
<b>“Substantial Shareholder”</b>	:	A person who has an interest (directly or indirectly) of 5% or more of the total issued voting Shares
<b>“Treasury Shares”</b>	:	Has the meaning ascribed to it under Section 4 of the Act
<b>“Vesting Schedule”</b>	:	In relation to an Option, a schedule for the vesting and the exercise of the New Shares comprised in the Option at all times within and during the Exercise Period in relation to that Option as determined by the ESOS Committee in its sole and absolute discretion on the Date of Grant of that Option
<b>“S\$” and “cents”</b>	:	Singapore dollars and cents, respectively

The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively by Section 81SF of the Securities and Futures Act (Chapter 289) of Singapore.

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

Any reference in this 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 or any statutory modification thereof and used in this Scheme shall, where applicable, have the meaning ascribed to it under the Act or any statutory modification thereof, as the case may be.

Any reference to a time of a day in the Scheme is a reference to Singapore time.

### 3. RATIONALE FOR THE SCHEME

- 3.1 The Company places strong emphasis on the recruitment and retention of Directors and quality Employees with talent in all areas of the Group's operations, and in particular, the drive, leadership, skills, expertise and experience of such persons, as the Company considers these to be qualities that will assist the Group to realise its strategic and long-term business goals.
- 3.2 The Scheme will provide Employees, Directors, directors of the Company's subsidiaries, Controlling Shareholders and their Associates (collectively as "**Controlling Shareholders**") who have contributed to the success and development of the Group with an opportunity to participate in the equity of the Company and to motivate them towards better performance through dedication and loyalty.

The Scheme, which also forms an integral and important component of a compensation plan, is designed to reward and retain the Employees, Directors and Controlling Shareholders whose services are vital to the well-being and success of the Group.

- 3.3 The Scheme is primarily a share incentive scheme. It recognises the fact that the services of such Employees, Directors or Controlling Shareholders are important to the current development, growth and success of the Group. Implementation of the Scheme will not only allow the Company flexibility in relation to the Group's remuneration package for its Employees and allow the Group to better manage its fixed overheads but also enable the Company to give such Employees, Directors and Controlling Shareholders a real and meaningful stake in the Company and help the Company to achieve the following objectives:
- (i) to motivate each Scheme Participant to achieve and maintain a high level of performance and high level of contribution to the Group;
  - (ii) to make Employee remuneration sufficiently competitive to recruit and retain Employees whose contributions are important to the long-term growth and profitability of the Group;
  - (iii) to foster an ownership culture within the Company which aligns the interests of Scheme Participants with the interests of the Shareholders; and
  - (iv) to attract potential Employees with relevant skills to contribute to the Group and to create value for the Shareholders of the Company.

### 4. ELIGIBILITY

- 4.1 Any of the following persons shall be eligible participate in the Scheme at the sole and absolute discretion of the ESOS Committee:
- (i) Employees who are confirmed full-time employees of the Company and/or its subsidiaries who have attained the age of 21 years on or before the Date of Grant and are not undischarged bankrupts and have not entered into a composition with their respective creditors;
  - (ii) Directors of the Company and its subsidiaries (including Non-Executive Directors); and
  - (iii) Controlling Shareholders and/or their Associates, who meet the criteria in Rules 4.1(i) or 4.1(ii) above,

who, in the opinion of the ESOS Committee, have contributed or will contribute to the success of the Group. The participation of the above persons in the Scheme is subject to them individually (a) obtaining necessary approval from or conducting necessary registration and other procedures with the relevant authority or regulatory body in connection with their participation in the Scheme and acceptance or exercise of any Options; (b) being responsible for declaration of taxable incentives and payment of any tax (including income tax) payable on incentives received under the Scheme and (c) undertaking such act as may be required under the applicable laws and regulations they are subject to in connection with their participation in the Scheme and acceptance or exercise of any Options. However, no individual who is resident in a place where the grant, acceptance or exercise of Options pursuant to the Scheme

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## APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021

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is not permitted under the laws and regulations of such place or where in the view of the ESOS Committee, compliance with applicable laws and regulations in such place make it necessary or expedient to exclude such individual, is eligible to be offered or granted Options.

- 4.2 Persons who are Controlling Shareholders and/or Associates of Controlling Shareholders who meet the criteria in Rules 4.1(i) or 4.1(ii) above are also eligible to participate in the Scheme provided that the participation of and the actual number of Shares to be allotted and issued to them and the terms of any Option to be granted to each Controlling Shareholder or Associate of Controlling Shareholder shall be approved by independent Shareholders in separate resolutions for each such person subject to the following:
- (a) the aggregate number of New Shares which may be offered by way of grant of Options to all Scheme Participants who are Controlling Shareholders and Associates of Controlling Shareholders under the Scheme shall not exceed 25% of the total number of Shares available under the Scheme; and
  - (b) the number of New Shares available to each Controlling Shareholder or his Associate shall not exceed 10% of the total number of New Shares available under the Scheme.
- 4.3 There will be no restriction on the eligibility of any Scheme Participant to participate in any other share option or share incentive schemes implemented by any other companies within the Group.
- 4.4 Subject to compliance with the Act, the Catalist Rules and any requirements of the SGX-ST, the terms of eligibility for participation in the Scheme may be amended from time to time at the sole and absolute discretion of the ESOS Committee, which would be exercised judiciously.

### 5. MAXIMUM ENTITLEMENT

Subject to Rule 4 and Rule 10 of the Scheme:

- 5.1 in determining the eligibility of the Employees and Executive Directors to participate in the Scheme and the number of New Shares comprised in Market Price Options or, as the case may be, Discount Options, to be offered in accordance with the Scheme, the ESOS Committee will take into account criteria such as the grade level, seniority, level of responsibility, years of service, performance evaluation, the potential for future development and their respective contributions to the growth, success and development of the Group. In certain circumstances, the ESOS Committee shall also take into consideration the performance targets met by an eligible Employee or an Executive Director while determining the extent of the participation of that Employee or Executive Director in the Scheme. Examples of performance targets which will be considered by the ESOS Committee include targets based on criteria such as total shareholders' return, economic value added, market share, market ranking, profitability, return on sales and successful completion of a project; and
- 5.2 in determining the eligibility of the Non-Executive Directors and Controlling Shareholders to participate in the Scheme and the number of New Shares comprised in Market Price Options or, as the case may be, Discount Options, to be offered in accordance with the Scheme, the ESOS Committee will take into account the criteria such as the services and the contributions made by such Non-Executive Director or Controlling Shareholder to the growth, success and development of the Group.

### 6. SIZE OF THE SCHEME

- 6.1 The aggregate number of New Shares over which the ESOS Committee may grant Options on any date, when added to the number of Shares allotted and issued or issuable in respect of (i) all Options and Awards granted under the Scheme and the PSP; and (ii) all convertible securities or awards granted under other incentive schemes or share plans adopted by the Company and for the time being in force, shall not exceed 15% of the issued Shares of the Company on the day immediately preceding the Date of Grant of the Option.
- 6.2 Any Shares which are held as Treasury Shares will be disregarded for the purpose of computing the 15% limit.

**7. DATE OF GRANT**

- 7.1 The ESOS Committee may, save as provided in Rule 4, Rule 5 and Rule 6 above, offer to grant Options to such Scheme Participant as it may select in its sole and absolute discretion at any time when the Scheme is in force, except that no Option shall be granted during the period of 30 days immediately preceding the date of announcement of the Company's half-year and full-year results respectively. In addition, in the event that an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, an offer to grant Options may only be made on or after the 2nd Market Day on which such announcement is released.
- 7.2 The ESOS Committee shall decide, in its sole and absolute discretion, whether to grant a Market Price Option or a Discount Option, the rate of discount for each Discount Option and whether such Options are to be granted subject to conditions and if so, what the applicable conditions are. The letter of offer to grant the Option shall be in, or substantially in, the form set out in Appendix 1.1(a) (in relation to a Market Price Option) or in the form set out in Appendix 1.1(b) (in relation to a Discount Option), subject in each case to such modification as the ESOS Committee may from time to time determine in its sole and absolute discretion.

**8. ACCEPTANCE OF OFFER**

- 8.1 An Option offered to a Scheme Participant pursuant to Rule 7 may only be accepted by the Scheme Participant within 30 days after the relevant Date of Grant of that Option and, in any event, not later than 5.00 p.m. on the 30th day from such Date of Grant:
- (i) by completing, signing and returning to the Company the Acceptance Form, accompanied by payment of S\$1.00 as consideration, failing which the grant shall automatically lapse and become null, void and of no effect; and
  - (ii) if, at the date on which the Company receives from the Scheme Participant the relevant Acceptance Form in respect of the Option as aforesaid, he remains eligible to participate in the Scheme in accordance with these Rules.
- 8.2 If a grant of Option is not accepted strictly in the manner as provided in this Rule 8, such offer shall, upon the expiry of the 30 day period, automatically lapse and shall forthwith be deemed to be null and void and of no effect.
- (i) The ESOS Committee shall be entitled to reject any purported acceptance of a grant of an Option made pursuant to this Rule 8 or any Exercise Notice given pursuant to Rule 12 which does not strictly comply with the Rules of the Scheme.
  - (ii) Options are personal to the Scheme Participant to whom they are granted and shall not be sold, mortgaged, transferred, charged, assigned, pledged or otherwise disposed or encumbered in whole or in part or in any way whatsoever without the ESOS Committee's prior written approval, but may be exercised by the Scheme Participant's duly appointed personal representative as provided in Rule 11.5 in the event of the death of such Scheme Participant.
  - (iii) The Scheme Participant may accept or decline the whole or part of the offer. If only part of the offer is accepted, the Scheme Participant shall accept the offer in multiples of 1,000 Shares.
  - (iv) In the event that a grant of an Option results in a contravention of any applicable law or regulation, such grant shall be null and void and of no effect and the relevant Scheme Participant shall have no claim whatsoever against the Company.
  - (v) Unless the ESOS Committee determines otherwise, an Option 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 8.1 within the thirty (30) day period;  
or

- (b) the Scheme Participant dies prior to his acceptance of the Option; or
- (c) the Scheme Participant is adjudicated a bankrupt or enters into composition with his creditors prior to his acceptance of the Option; or
- (d) the Scheme Participant being an Employee ceases to be in the employment of any Group Company for any reason whatsoever prior to his acceptance of the Option; or
- (e) the Company is liquidated or wound-up prior to the Scheme Participant's acceptance of the Option.

**9. EXERCISE PRICE**

9.1 Subject to any adjustment pursuant to Rule 10, the Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the ESOS Committee, at its sole and absolute discretion, on the Date of Grant, at:

- (i) a price equal to the Market Price; or
- (ii) a price which is set at a discount to the Market Price, provided that:
  - A. the maximum discount shall not exceed 20% of the Market Price and subject to this maximum discount the ESOS Committee shall have sole and absolute discretion to determine the exact amount of discount granted to each Scheme Participant; and
  - B. the Shareholders shall have authorised, in a separate resolution, the making of offers and grants of Options under the Scheme at a discount not exceeding such maximum discount as aforesaid.

9.2 In making any determination under Rule 9.1(ii) on whether to give a discount and the quantum of such discount, the ESOS Committee shall be at liberty to take into consideration such criteria as the ESOS Committee may, at its sole and absolute discretion, deem appropriate, including but not limited to:

- (i) the performance of the Group, taking into account financial considerations such as the Group's sales/revenue, profit and performance targets;
- (ii) the years of service and individual performance (including the meeting of performance targets) of the Scheme Participant;
- (iii) the contribution of the Scheme Participant to the success and development of the Group; and
- (iv) the prevailing market conditions.

**10. VARIATION OF CAPITAL**

10.1 If a variation in the number of issued Shares of the Company (whether by way of a capitalisation of profits or reserves or rights issue, cancellation, reduction, subdivision, consolidation, distribution or conversion or otherwise howsoever) should take place, then the ESOS Committee may determine whether:

- (i) the Exercise Price in respect of the New Shares, the class and/or number of New Shares comprised in Options to the extent unexercised and the rights attached thereto; and
- (ii) the class and/or number of New Shares in respect of which additional Options may be granted to Scheme Participants,

may be adjusted in such manner as the ESOS Committee may determine to be appropriate but not permitting retrospective adjustments where such variation occurs after the date of exercise of an Option

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## APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021

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or the Record Date relating to such variation precedes such date of exercise and, except for capitalisation issues, upon the written confirmation of the Auditors (acting only as experts and not as arbitrators), that in their opinion, such adjustment is fair and reasonable.

- 10.2 Notwithstanding the provisions of Rule 10.1 above, no such adjustment shall be made (i) if as a result, the Scheme Participant receives a benefit that a Shareholder does not receive; and (ii) unless the ESOS Committee, after considering all relevant circumstances, considers it equitable to do so.
- 10.3 Unless the ESOS Committee considers an adjustment to be appropriate, the following events (whether singly or in combination) shall not normally be regarded as a circumstance requiring adjustments of Options:
- (i) the issue of securities as consideration for an acquisition or a private placement of securities by the Company;
  - (ii) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders of the Company (including any renewal of such mandate) is in force;
  - (iii) an issue of Shares or securities convertible into or with rights to acquire or subscribe for Shares, in any such case in consideration or part consideration for the acquisition of any other securities, assets or business;
  - (iv) any issue of Shares arising from the grant of Awards under the PSP, exercise of Options under the Scheme or exercise of any warrants or the conversion of any convertible securities issued by the Company; and
  - (v) any issue of Shares pursuant to any scrip dividend scheme for the time being, of the Company.
- 10.4 Upon any adjustment required to be made, the Company shall notify each Scheme Participant (or his duly appointed executor or personal representative(s)) in writing and deliver to him (or, where applicable, his duly appointed executor or personal representative(s)) a statement setting forth the new Exercise Price thereafter in effect and/or the class and/or number of New Shares thereafter comprised in the Option so far as unexercised (including consequent alterations to the Vesting Schedule if any). Any adjustment shall take effect upon such written notification being given.

### 11. EXERCISE PERIOD

- 11.1 Subject as provided in this Rule 11 and Rule 15, an Option shall be exercisable, in whole or in part, during the Exercise Period applicable to that Option and subject to and in accordance with any Vesting Schedule and conditions applicable to that Option.
- 11.2 An Option shall, to the extent unexercised, immediately lapse and become null and void and a Scheme Participant shall have no claim against the Company:
- (i) subject to Rules 11.2, 11.3 and 11.4, upon the Scheme Participant (excluding a Controlling Shareholder) ceasing to be in the employment of any Group Company for any reason whatsoever; or
  - (ii) upon the bankruptcy or entering into composition with his creditors of the Scheme Participant or the happening of any other event which result in his being deprived of the legal or beneficial ownership of such Option; or
  - (iii) in the event of any misconduct of the Scheme Participant, as determined by the ESOS Committee in its sole and absolute discretion.

For the purpose of Rule 11.2(i), a Scheme Participant (excluding a Controlling Shareholder) shall be deemed to have ceased to be so employed as of the date the notice of termination of employment is

tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

11.3 If a Scheme Participant (excluding a Controlling Shareholder) ceases to be employed by the Group by reason of his:

- (i) ill health, injury or disability, through no fault of his own, in each case, as certified by one (1) or more medical practitioner(s) approved by the ESOS Committee;
- (ii) redundancy and/or retrenchment;
- (iii) retirement at or after a legal retirement age; or
- (iv) retirement before that age with the consent of the ESOS Committee,

or for any other reason approved in writing by the ESOS Committee, he may, at the sole and absolute discretion of the ESOS Committee exercise any unexercised Option within the relevant Exercise Period, failing which and upon the expiry of such period, all unexercised Options shall immediately lapse and become null and void.

11.4 If a Scheme Participant (excluding a Controlling Shareholder) ceases to be employed by a subsidiary:

- (i) by reason of the subsidiary, by which he is principally employed ceasing to be a Group Company or the undertaking or part of the undertaking of such subsidiary, being transferred otherwise than to another Group Company; or
- (ii) for any other reason, provided the ESOS Committee gives its consent in writing,

he may, at the sole and absolute discretion of the ESOS Committee, exercise any unexercised Options within the relevant Exercise Period, failing which and upon the expiry of such period, all unexercised Options shall immediately lapse and become null and void.

11.5 If a Scheme Participant dies and at the date of his death holds any unexercised Option, such Option may, at the sole and absolute discretion of the ESOS Committee, be exercised by the duly appointed legal personal representatives of the Scheme Participant within the relevant Exercise Period, failing which and upon the expiry of such period, all unexercised Options shall immediately lapse and become null and void.

11.6 If a Scheme Participant, who is also an Executive Director, ceases to be a Director for any reason whatsoever, he may, at the sole and absolute discretion of the ESOS Committee, exercise any unexercised Option within the relevant Exercise Period, failing which and upon the expiry of such period, all unexercised Options shall immediately lapse and become null and void.

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

12.1 An Option may be exercised in whole or in part (provided that an Option may be exercised in part only in respect of 1,000 New Shares or any multiple thereof), by a Scheme Participant giving an Exercise Notice, subject in each case to such modification as the ESOS Committee may from time to time determine in its sole and absolute discretion. Every Exercise Notice must be accompanied by a remittance in freely and immediately available funds for the full amount of the aggregate Exercise Price in respect of the New Shares which have been exercised under the Option, the relevant CDP charges (if any) and any other documentation the ESOS Committee may require. All payments shall be made by cheque, cashier's order, bank draft, postal order or bank transfer in favour of the Company. An Option shall only be deemed to be exercised upon the receipt by the Company of duly and validly completed Exercise Notice and the receipt by the Company of the full amount of the aggregate Exercise Price in respect of the New Shares which have been exercised under the Option.

12.2 Subject to such consents or other required action of any competent authority under any laws or regulations for the time being in force as may be applicable and subject to the compliance with the Rules of the Scheme and the Constitution of the Company, the Company shall, within 10 Market Days after



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## APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021

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the exercise of an Option, do any one or more of the following in relation to the exercise of such Option as it deems fit in its sole and absolute discretion:

- (i) allot and issue the relevant New Shares and despatch to CDP the relevant share certificates by ordinary post or such other mode as the ESOS Committee may deem fit and the Company shall, as soon as practicable after such allotment and issuance, apply to the SGX-ST for permission to deal in and for quotation of such New Shares, if not earlier applied for; and/or
- (ii) transfer existing Shares to the Scheme Participant, whether such existing Shares are held as Treasury Shares or otherwise.

12.3 New Shares which are allotted and issued on the exercise of an Option by a Scheme Participant shall be allotted and issued, as the Scheme Participant may elect, in the name of CDP to the credit of the securities account of the Scheme Participant maintained with CDP, or to the Scheme Participant's securities sub-account with a CDP Depository Agent, or if such securities account is not available, in the name of the Scheme Participant.

12.4 New Shares allotted and issued upon the exercise of an Option shall be subject to all provisions of the Constitution of the Company and the Act and shall rank *pari passu* in all respects with the then existing issued Shares in the capital of the Company except for any dividends, rights, allotments or other distributions, the Record Date for which is prior to the date such New Shares are allotted and issued.

12.5 Except as set out in Rule 12.4 and subject to Rule 10, an Option does not confer on a Scheme Participant any right to participate in any new issue of Shares.

12.6 Notwithstanding any other Rule of this Scheme to the contrary, and notwithstanding references to subscription, issue and allotment of Shares or New Shares, the Company may transfer and deliver Treasury Shares to Scheme Participants in lieu of New Shares upon their exercise of Options at the sole and absolute discretion of the ESOS Committee.

### 13. MODIFICATIONS TO THE SCHEME

13.1 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 ESOS Committee, except that:

- (i) any modification or alteration which shall adversely modify or alter the rights attaching to any Option granted prior to such modification or alteration, and which in the opinion of the ESOS Committee, materially modifies or alters the rights attaching to any Option granted prior to such modification or alteration, may only be made with the consent in writing of such number of Scheme Participants who, if they exercised all their Options in full, would thereby become entitled to New Shares representing not less than three-quarters of the total voting rights (or such other requirements as may be prescribed by the SGX-ST) of all the New Shares which would be allotted and issued upon exercise in full of all Options then outstanding;
- (ii) any modification or alteration which would be to the advantage of Scheme Participants under the Scheme shall be subject to the prior approval of the Shareholders in a general meeting, at which Shareholders who are also holders of Options shall be required to abstain from voting in respect of any resolution relating to such modification or alteration; and
- (iii) no modification or alteration shall be made except in compliance with the Catalist Rules or the rules of such other stock exchange on which the Shares are quoted or listed and/or such other regulatory authorities as may be applicable.

For the purposes of Rule 13.1(i), the opinion of the ESOS Committee as to whether any modification or alteration would alter adversely the rights attaching to any Option shall be final and conclusive.

13.2 Notwithstanding anything to the contrary contained in these Rules, the ESOS Committee may at any time by resolution in writing (and without other formality, save for the prior approval of the Sponsor (acting as agent on behalf of the SGX-ST) or the SGX-ST (as the case may be)) modify or alter the

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## APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021

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Scheme in any way to the extent necessary to cause the Scheme to comply with the Act, Catalist Rules, law or regulation and/or to comply with the requirements of any regulatory or other relevant authority or body (including the SGX-ST).

- 13.3 Written notice of any modification or alteration made in accordance with this Rule 13 shall be given to all Scheme Participants.

### 14. DURATION OF THE SCHEME

- 14.1 The Scheme shall continue to be in force for a maximum period of 10 years, commencing on the Adoption Date. Subject to compliance with any applicable laws and regulations, the Scheme may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required.

- 14.2 The Scheme may be terminated at any time by the ESOS Committee or by ordinary resolution of the Shareholders at a general meeting subject to all other relevant approvals which may be required and if the Scheme is so terminated, no further Options shall be offered by the Company under the Scheme.

- 14.3 The termination, discontinuance or expiry of the Scheme shall not affect the then existing rights of Scheme Participants under the Scheme in relation to Options which have been granted and accepted as provided in Rule 8 above, whether such Options have been exercised (whether fully or partially) or not.

### 15. TAKE-OVER OR WINDING-UP OF THE COMPANY

- 15.1 In the event of a take-over or exit offer being made for the Company, Scheme Participants (including Scheme Participants holding Options which are then not exercisable pursuant to the provisions of Rule 11.1) holding Options as yet unexercised shall, notwithstanding Rule 11 and Rule 12 but subject to Rule 15.5, be entitled to exercise such Options in full or in part during the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which the offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:

- (i) the expiry of six (6) months thereafter, unless prior to the expiry of such a six (6) month period, at the recommendation of the offeror and with the approvals of the ESOS Committee and the SGX-ST, such expiry date is extended to a later date (being a date falling not later than the date of expiry of the Exercise Period relating thereto); or
- (ii) the date of the expiry of the Exercise Period relating thereto,

whereupon any Option then remaining unexercised shall immediately lapse and become null and void.

Provided always that if during such period the offeror becomes entitled or bound to exercise the rights of compulsory acquisition of the Shares under the provisions of the Companies Act and, being entitled to do so, gives notice to the Scheme Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Scheme Participants until such specified date or the expiry of the Exercise Period relating thereto, whichever is earlier. Any Option not so exercised by the said specified date shall lapse and become null and void provided that the rights of acquisition or obligation to acquire stated in the notice shall have been exercised or performed, as the case may be. If such rights of acquisition or obligations have not been exercised or performed, all Options shall, subject to Rule 11.2, remain exercisable until the expiry of the Exercise Period. For the avoidance of doubt, the provisions of this Rule 15.1 shall not come into operation in the event that a take-over offer which is conditional does not or is not declared unconditional.

- 15.2 If, under any applicable laws, the Court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies, Scheme Participants (including Scheme Participants holding Options which are then not exercisable pursuant to the provisions of Rule 11.1) shall notwithstanding Rule 11 and Rule 12, but subject to Rule 15.5, be entitled to exercise any Option then held by them during the period commencing on the date upon which the compromise or arrangement is sanctioned

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## APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021

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by the Court and ending either on the expiry of the period of time prescribed by the order of Court sanctioning the compromise or arrangement for the lodgement of the order of Court with the Accounting and Corporate Regulatory Authority, or where no such period of time is prescribed in the order of Court, such period of time prescribed under the Act, or the date upon which the compromise or arrangement becomes effective, whichever is earlier (but not after the expiry of the Exercise Period relating thereto), whereupon any unexercised Option shall lapse and becomes null and void, provided always that the date of exercise of any Option shall be before the expiry of the Exercise Period.

- 15.3 In the event a notice is given by the Company to the Shareholders to convene a general meeting for the purposes of considering, and if thought fit, approving a resolution to voluntarily wind-up the Company, the Company shall on the same date or after it despatches such notice to each Shareholder give notice thereof to all Scheme Participants (together with a notice of the existence of the provisions of this Rule 15.3) and thereupon, each Scheme Participant (or his legal personal representative(s)) shall be entitled to exercise all or any of his Options at any time not later than three (3) Business Days prior to the proposed general meeting of the Company, by giving notice in writing to the Company, accompanied by a remittance for the full amount of the aggregate Exercise Price for the New Shares in respect of which the notice is given, whereupon the Company shall as soon as possible and, in any event, no later than the Business Day immediately prior to the date of the proposed general meeting referred to above, allot and issue the relevant New Shares to the Scheme Participant, credited as fully paid.
- 15.4 If an order or an effective resolution is passed for the winding-up of the Company on the basis of its insolvency, all Options, to the extent unexercised, at the date such order or resolution shall lapse and become null and void.
- 15.5 If in connection with the making of a general offer referred to in Rule 15.1 above or the scheme referred to in Rule 15.2 above or the winding-up referred to in Rule 15.3 above, 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 Scheme Participants, whether by the continuation of their Options or the payment of cash or the grant of other Options or otherwise, a Scheme Participant holding an Option, which is not then exercisable, may not, at the discretion of the ESOS Committee, be permitted to exercise that Option as provided for in this Rule 15.
- 15.6 To the extent that an Option is not exercised within the periods referred to in this Rule 15, it shall lapse and become null and void.

### **16. ADMINISTRATION OF THE SCHEME**

- 16.1 The Scheme shall be administered by the ESOS Committee in its sole and absolute discretion with such powers and duties as may be conferred on it by the Board provided that a member of the ESOS Committee who is a Scheme Participant shall not be involved in the deliberations of the ESOS Committee in respect of the Options to be granted to him, in compliance with the requirements of the Catalist Rules.
- 16.2 All decisions or actions of the ESOS Committee with respect to the interpretation and/or implementation of the Scheme shall be decided by the affirmative vote of the majority of the members of the ESOS Committee who are not disqualified from participating by virtue of Rule 16.1 or by way of a written instrument signed by the majority of the members of the ESOS Committee who are not disqualified from participating by virtue of Rule 16.1. In the event of a tie, the chairman of the ESOS Committee shall have a second or casting vote.
- 16.3 The ESOS Committee shall have the power, from time to time, to make or vary such regulations and procedures (not being inconsistent with these Rules) for the implementation and administration of the Scheme as it thinks fit.
- 16.4 Any decision of the ESOS Committee made pursuant to any provision of the Scheme (other than a matter to be certified by the Auditors), shall subject always to compliance with the Act and the Catalist Rules be final and binding (including any decisions pertaining to the quantum of discount applicable to a Discount Option pursuant to Rule 9.1, or to disputes as to the interpretation of the Scheme or any Rule, regulation, or procedure thereunder or as to any rights under the Scheme).

**17. NOTICES**

- 17.1 Any notice required to be given by a Scheme Participant to the Company shall be sent or made to the registered office of the Company or such other address (including an electronic mail address) as may be notified by the Company to the Scheme Participants in writing from time to time. Any notice or other communication from a Scheme Participant to the Company shall be irrevocable, and shall not be effective until received by the Company.
- 17.2 Any notices or documents required to be given to a Scheme Participant or any correspondence to be made between the Company and the Scheme Participant shall be given or made by the ESOS Committee (or such person or persons as it may from time to time direct) on behalf of the Company and shall be delivered to the Scheme Participant by hand or sent to him by ordinary post at his residential address, electronic mail address or facsimile number according to the records of the Company or the last known address or electronic mail address of the Scheme Participant, and if sent by post, shall be deemed to have been given on the day following the date of posting.

**18. TERMS OF EMPLOYMENT UNAFFECTED**

- 18.1 The Scheme or any Option shall not form part of any contract of employment between the Group Companies and any Scheme Participant and the rights and obligations of any Scheme Participant under the terms of his office or employment with such Group Company shall not be affected by his participation in the Scheme or any right which he may have to participate in the Scheme or any Option which he may hold. No additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever are bestowed upon Scheme Participants by virtue of the Scheme or any Option granted to them.
- 18.2 The Scheme shall not confer on any person, any legal or equitable rights (other than those constituting the Options themselves) against any Group Company, directly or indirectly, or give rise to any cause of action at law or in equity against any Group Company.

**19. TAXES**

All taxes (including income tax) arising from the acceptance and exercise of any Option granted to any Scheme Participants under the Scheme, and in connection with the allotment and issuance of the New Shares, shall be borne by that Scheme Participant.

**20. COSTS AND EXPENSES OF THE SCHEME**

- 20.1 The Scheme Participant shall pay for all fees of CDP relating to or in connection with the allotment and issuance of the New Shares pursuant to the exercise of any Option, the deposit of share certificate(s) with CDP, the Scheme Participant's securities account with CDP, or the Scheme Participant's securities sub-account with a Depository Agent or CPF investment account with a CPF agent bank and all taxes referred to in Rule 19 which shall be payable by the Scheme Participant.
- 20.2 Save for the taxes referred to in Rule 19 and such costs and expenses expressly provided in the Scheme to be payable by the Scheme Participant, all fees, costs and expenses incurred by the Company in relation to the Scheme including but not limited to the fees, costs and expenses for the listing and quotation of the New Shares on the Catalist pursuant to the exercise of any Option, shall be borne by the Company.

**21. CONDITIONS OF OPTIONS**

Every Option shall be subject to the condition that no New Shares shall be issued pursuant to the exercise of an Option if such allotment and issue would be contrary to the Catalist Rules and/or any law or regulation as may be applicable for the time being in force in Singapore or any other relevant country.

**22. DISCLAIMER OF LIABILITY**

Notwithstanding any provisions herein contained and subject to the Act, the Board, the ESOS Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses, compensations, penalties and damages whatsoever and howsoever arising in respect of any matter under or in connection with the Scheme, including but not limited to the Company's delay in allotting and issuing the New Shares or in applying for or procuring the listing and quotation of the New Shares on the Catalist.

**23. DISCLOSURE IN ANNUAL REPORT**

The Company shall make the following disclosure in its annual reports:

23.1 The names of the members of the ESOS Committee;

23.2 The information in the table below for the following Scheme Participants:

- (i) Scheme Participants who are Directors of the Company;
- (ii) Scheme Participants who are Controlling Shareholders and their Associates; and
- (iii) Scheme Participants, other than those in Rules 23.2(i) and 23.2(ii) above who receive 5% 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

23.3 The number and proportion of Options granted at a discount during the financial year under review in respect of every 10% discount range, up to the maximum discount quantum of 20% granted.

23.4 Such other information as may be required under the Catalist Rules or the Act.

An appropriate negative statement in the event the disclosure of any of the abovementioned information is not applicable.

**24. ABSTENTION FROM VOTING**

Scheme Participants who are Shareholders are to abstain from voting on any Shareholders' resolution relating to the Scheme, including (a) implementation of the Scheme; (b) the offering of Discount Options under the Scheme and the maximum discount or quantum of discount in relation to Discount Options; and (c) participation by and grant of Options to Controlling Shareholders and/or their Associates.

**25. DISPUTES**

Any disputes of any nature arising hereunder or in relation to the Scheme, these Rules or any Option, shall be referred to the ESOS Committee and its decision shall subject to compliance with these Rules, the Act and the Catalist Rules, be final and binding in all respects.

**26. GOVERNING LAW**

The Scheme shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Scheme 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.

THE DISA EMPLOYEE SHARE OPTION SCHEME 2021  
LETTER OF OFFER  
(MARKET PRICE OPTION)

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

**Private and Confidential**

[Date] (“**Date of Grant**”)

To: [Name]  
[Designation]  
[Address]

Dear Sir/Madam

We have the pleasure of informing you that you have been nominated by the ESOS Committee of Directors of DISA LIMITED (“**Company**”) to participate in the DISA EMPLOYEE SHARE OPTION SCHEME 2021 (“**Scheme**”).

Accordingly, an offer is hereby made to grant you a Market Price Option (as defined in the Scheme), in consideration of the payment of a sum of S\$1.00, to subscribe for and be allotted \_\_\_\_\_ ordinary shares in the capital of the Company (“**New Shares**”) at the price of S\$ \_\_\_\_\_ per New Share.

The Market Price Option shall be exercisable at the relevant times and in respect of that number of New Shares specified, as set out in the Vesting Schedule attached in Part A of this letter.

This Market Price Option is personal to you and shall not be transferred, charged, mortgaged, assigned, pledged or otherwise disposed by you, in whole or in part.

The Option shall be subject to the Rules of the Scheme, a copy of which is available for inspection at the registered address of the Company.

If you wish to accept the offer, please sign and return the enclosed Acceptance Form with a sum of S\$1.00 not later than \_\_\_\_\_ (a.m./p.m.) on \_\_\_\_\_, failing which this offer shall automatically lapse and shall thereafter be null and void.

Yours faithfully

THE ESOS COMMITTEE  
DISA LIMITED  
DISA EMPLOYEE SHARE OPTION SCHEME 2021

**Part A**

**Vesting Schedule**

Subject to the Rules of the Scheme and to the terms of the accompanying letter of offer, the Market Price Option may normally be exercised, during the Exercise Period, at the following times and in the following manner:

<b>Period</b>	<b>Percentage of New Shares over which the Market Price Option is exercisable</b>
Before the first anniversary of the Date of Grant	: Nil
Between the first anniversary and the second anniversary of the Date of Grant	: _____ %
Between the second anniversary and the third anniversary of the Date of Grant	: _____ %
Between the third anniversary and the fourth anniversary of the Date of Grant	: _____ %
Between the fourth anniversary and up to the tenth anniversary of the Date of Grant	: _____ %

In relation to the Market Price Option, if the Scheme Participant, during any of the periods specified above, exercises that Market Price Option for such number of New Shares which in aggregate represents less than the number of New Shares for which the Scheme Participant may exercise in respect of such period, the balance of the New Shares comprised in that Market Price Option for which the Scheme Participant could have exercised (but did not exercise) in that period shall be carried forward and added to the number of New Shares (but shall not be taken into account in determining the number of New Shares) in respect of which the Scheme Participant may exercise in the next succeeding period or periods.

THE DISA EMPLOYEE SHARE OPTION SCHEME 2021  
LETTER OF OFFER  
(DISCOUNT OPTION)

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

**Private and Confidential**

[Date] (“**Date of Grant**”)

To: [Name]  
[Designation]  
[Address]

Dear Sir/Madam

We have the pleasure of informing you that you have been nominated by the ESOS Committee of Directors of DISA LIMITED (“**Company**”) to participate in the DISA EMPLOYEE SHARE OPTION SCHEME 2021 (“**Scheme**”).

Accordingly, an offer is hereby made to grant you a Discount Option (as defined in the Scheme), in consideration of the payment of a sum of S\$1.00, to subscribe for and be allotted \_\_\_\_\_ ordinary shares in the capital of the Company (“**New Shares**”) at the discounted price of S\$ \_\_\_\_\_ per New Share (being the subscription price of S\$ less a discount of \_\_\_\_\_ %).

The Discount Option shall be exercisable at the relevant times and in respect of that number of New Shares specified, as set out in the Vesting Schedule attached in Part A of this letter.

This Discount Option is personal to you and shall not be sold, transferred, charged, mortgaged, assigned, pledged or otherwise disposed by you, in whole or in part.

The Option shall be subject to the Rules of the Scheme, a copy of which is available for inspection at the registered address of the Company.

If you wish to accept the offer, please sign and return the enclosed Acceptance Form with a sum of S\$1.00 not later than \_\_\_\_\_ (a.m./p.m.) on \_\_\_\_\_, failing which this offer shall automatically lapse and shall thereafter be null and void.

Yours faithfully

THE ESOS COMMITTEE  
DISA LIMITED  
DISA EMPLOYEE SHARE OPTION SCHEME 2021



**Part A**

**Vesting Schedule**

Subject to the Rules of the Scheme and to the terms of the accompanying letter of offer, the Discount Option may normally be exercised, during the Exercise Period, at the following times and in the following manner:

<b>Period</b>	<b>Percentage of New Shares over which the Discount Option is exercisable</b>
Before the second anniversary of the Date of Grant	: Nil
Between the second anniversary and the third anniversary of the Date of Grant	: _____ %
Between the third anniversary and the fourth anniversary of the Date of Grant	: _____ %
Between the fourth anniversary and up to the tenth anniversary of the Date of Grant	: _____ %

In relation to the Discount Option, if the Scheme Participant, during any of the periods specified above, exercises that Discount Option for such number of New Shares which in aggregate represents less than the number of New Shares for which the Scheme Participant may exercise in respect of such period, the balance of the New Shares comprised in that Discount Option for which the Scheme Participant could have exercised (but did not exercise) in that period shall be carried forward and added to the number of New Shares (but shall not be taken into account in determining the number of New Shares) in respect of which the Scheme Participant may exercise in the next succeeding period or periods.

**THE DISA EMPLOYEE SHARE OPTION SCHEME 2021  
ACCEPTANCE FORM  
(MARKET PRICE OPTION)**

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

**Private and Confidential**

To: The ESOS Committee  
DISA EMPLOYEE SHARE OPTION SCHEME 2021  
DISA LIMITED  
[registered office address of DISA LIMITED]

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Closing Date and Time for Acceptance of Offer \_\_\_\_\_

Number of ordinary shares in the capital of the  
Company ("**New Shares**") offered \_\_\_\_\_

Exercise Price per New Share S\$ \_\_\_\_\_

Total Amount Payable for the New Shares  
(exclusive of the relevant CDP charges) S\$ \_\_\_\_\_

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I have read your letter of offer dated \_\_\_\_\_ ("**Date of Grant**") and agree to be bound by the terms of the letter of offer and the Rules of the DISA LIMITED EMPLOYEE SHARE OPTION SCHEME 2021 referred to therein.

I hereby accept the Market Price Option to subscribe for New Shares at a price of S\$ \_\_\_\_\_ per New Share. I enclose a \*cheque/cashier's order/bank draft/postal order for S\$1.00 as consideration for the grant of the Market Price Option.

I acknowledge that the Market Price Option shall be exercisable at the relevant times and in respect of that number of New Shares specified, as set out in the Vesting Schedule attached in Part A of the letter of offer.

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

I acknowledge and confirm that I shall be responsible for all the fees of CDP (if any) relating to or in connection with the allotment and issue of any New Shares in CDP's name, to the credit of my securities account with CDP or my securities sub-account with a Depository Agent (as the case may be) (collectively, the "**CDP Charges**").

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

I agree to maintain confidentiality with regard to all information relating to the grant of the Market Price Option to me.

**Please print in block letters**

Name in Full : \_\_\_\_\_

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

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**APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

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

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

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

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

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

\* **Please delete accordingly.**

**Notes:**

1. New Shares must be accepted in full or in multiples of 1,000.
2. The Acceptance Form must be forwarded to the ESOS Committee in an envelope marked "Private and Confidential".
3. The Scheme Participant shall be informed by the Company of the relevant CDP Charges payable at the time of the exercise of the Market Price Option.

THE DISA EMPLOYEE SHARE OPTION SCHEME 2021  
ACCEPTANCE FORM  
(DISCOUNT OPTION)

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

**Private and Confidential**

To: The ESOS Committee  
DISA LIMITED EMPLOYEE SHARE OPTION SCHEME 2021  
DISA LIMITED  
[registered office address of DISA LIMITED]

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Closing Date and Time for Acceptance of Offer \_\_\_\_\_

Number of ordinary shares in the capital of the Company ("**New Shares**") offered \_\_\_\_\_

Exercise Price per New Share S\$ \_\_\_\_\_

Total Amount Payable for the New Shares (exclusive of the relevant CDP charges) S\$ \_\_\_\_\_

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I have read your letter of offer dated \_\_\_\_\_ ("**Date of Grant**") and agree to be bound by the terms of the letter of offer and the Rules of the DISA LIMITED EMPLOYEE SHARE OPTION SCHEME 2021 referred to therein.

I hereby accept the Discount Option to subscribe for New Shares at a price of S\$ \_\_\_\_\_ per New Share. I enclose a \*cheque/cashier's order/bank draft/postal order for S\$1.00 as consideration for the grant of the Discount Option.

I acknowledge that the Discount Option shall be exercisable at the relevant times and in respect of that number of New Shares specified, as set out in the Vesting Schedule attached in Part A of the letter of offer.

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

I acknowledge and confirm that I shall be responsible for all the fees of CDP (if any) relating to or in connection with the allotment and issue of any New Shares in CDP's name, to the credit of my securities account with CDP or my securities sub-account with a Depository Agent (as the case may be) (collectively, the "**CDP Charges**").

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

I agree to maintain confidentiality with regard to all information relating to the grant of the Discount Option to me.

**Please print in block letters**

Name in Full : \_\_\_\_\_

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

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

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**APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

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Nationality : \_\_\_\_\_  
\*NRIC/Passport No. : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_

\* **Please delete accordingly.**

**Notes:**

1. New Shares must be accepted in full or in multiples of 1,000.
2. The Acceptance Form must be forwarded to the ESOS Committee in an envelope marked "Private and Confidential".
3. The Scheme Participant shall be informed by the Company of the relevant CDP Charges payable at the time of the exercise of the Discount Option.

THE DISA EMPLOYEE SHARE OPTION SCHEME 2021  
EXERCISE NOTICE  
(MARKET PRICE OPTION)

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

Private and Confidential

To: The ESOS Committee  
DISA LIMITED EMPLOYEE SHARE OPTION SCHEME 2021  
DISA LIMITED  
[registered office address of DISA LIMITED]

Total number of ordinary shares in the capital of the Company ("**New Shares**") offered at S\$ \_\_\_\_\_ per New Share under the DISA LIMITED EMPLOYEE SHARE OPTION SCHEME 2021 ("**Scheme**") on \_\_\_\_\_ ("**Date of Grant**") : \_\_\_\_\_

Number of New Shares previously allotted and issued thereunder : \_\_\_\_\_

Outstanding balance of New Shares to be allotted and issued thereunder : \_\_\_\_\_

Number of New Shares now to be subscribed : \_\_\_\_\_

1. Pursuant to your letter of offer dated \_\_\_\_\_ ("**Date of Grant**") and my acceptance thereof, I hereby exercise the Market Price Option to subscribe for New Shares in the capital of DISA LIMITED ("**Company**") at the price of S\$ \_\_\_\_\_ per New Share.

2. I hereby request the Company to allot and issue the number of New Shares specified in paragraph 1 above in the name of The Central Depository (Pte) Limited ("**CDP**") to the credit of my securities account with CDP or my securities sub-account with a Depository Agent specified below and to deliver the share certificate(s) relating thereto to CDP. I further agree to bear such fees and other charges as may be imposed by CDP ("**CDP Charges**") in respect thereof:

\*(a) Direct Securities Account Number : \_\_\_\_\_

or

\*(b) Securities Sub-Account Number : \_\_\_\_\_

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

3. I enclose a \*cheque/cashier's order/bank draft/postal order, remittance advice of bank transfer to the Company no. \_\_\_\_\_ of S\$ \_\_\_\_\_ in payment for the subscription of the total number of the said Shares and \*CDP Charges of S\$ \_\_\_\_\_.

4. I agree to subscribe for the said New Shares subject to the terms of the letter of offer, the Scheme and

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**APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

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the Constitution of the Company.

5. I declare that I am subscribing for the said New Shares for myself and not as a nominee for any other person.

**Please print in block letters**

Name in Full : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Address : \_\_\_\_\_  
Nationality : \_\_\_\_\_  
\*NRIC/Passport No. : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Date : \_\_\_\_\_

\* **Please delete accordingly.**

**Notes:**

1. A Market Price Option may be exercised, in whole or in part, provided that a Market Price Option may be exercised in part only in respect of 1,000 New Shares or any multiple thereof.
2. The Exercise Notice must be forwarded to the ESOS Committee in an envelope marked "Private and Confidential".
3. The Scheme Participant shall be informed by the Company of the relevant CDP Charges payable at the time of the exercise of the Market Price Option.

THE DISA EMPLOYEE SHARE OPTION SCHEME 2021  
EXERCISE NOTICE  
(DISCOUNT OPTION)

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

**Private and Confidential**

To: The ESOS Committee  
DISA LIMITED EMPLOYEE SHARE OPTION SCHEME 2021  
DISA LIMITED  
[registered office address of DISA LIMITED]

Total number of ordinary shares in the capital of the Company ("**New Shares**") offered at S\$ \_\_\_\_\_ per New Share under the DISA LIMITED EMPLOYEE SHARE OPTION SCHEME 2021 ("**Scheme**") on \_\_\_\_\_ ("**Date of Grant**") : \_\_\_\_\_

Number of New Shares previously allotted and issued thereunder : \_\_\_\_\_

Outstanding balance of New Shares to be allotted and issued thereunder : \_\_\_\_\_

Number of New Shares now to be subscribed : \_\_\_\_\_

1. Pursuant to your letter of offer dated \_\_\_\_\_ ("**Date of Grant**") and my acceptance thereof, I hereby exercise the Discount Option to subscribe for New Shares in the capital of DISA LIMITED ("**Company**") at the discounted price of S\$ \_\_\_\_\_ per New Share.

2. I hereby request the Company to allot and issue the number of New Shares specified in paragraph 1 above in the name of The Central Depository (Pte) Limited ("**CDP**") to the credit of my securities account with CDP or my securities sub-account with a Depository Agent specified below and to deliver the share certificate(s) relating thereto to CDP. I further agree to bear such fees and other charges as may be imposed by CDP ("**CDP Charges**") in respect thereof:

\*(a) Direct Securities Account Number : \_\_\_\_\_

or

\*(b) Securities Sub-Account Number : \_\_\_\_\_

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

3. I enclose a \*cheque/cashier's order/bank draft/postal order, remittance advice of bank transfer to the Company no. \_\_\_\_\_ of S\$ \_\_\_\_\_ in payment for the subscription of the total number of the said New Shares and \*CDP Charges of S\$ \_\_\_\_\_.

4. I agree to subscribe for the said New Shares subject to the terms of the letter of offer, the Scheme and the Constitution of the Company.



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**APPENDIX I – PROPOSED RULES OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

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5. I declare that I am subscribing for the said New Shares for myself and not as a nominee for any other person.

**Please print in block letters**

Name in Full : \_\_\_\_\_

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

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

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

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

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

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

\* **Please delete accordingly.**

**Notes:**

1. A Discount Option may be exercised, in whole or in part, provided that a Discount Option may be exercised in part only in respect of 1,000 New Shares or any multiple thereof.
2. The Exercise Notice must be forwarded to the ESOS Committee in an envelope marked "Private and Confidential".
3. The Scheme Participant shall be informed by the Company of the relevant CDP Charges payable at the time of the exercise of the Discount Option.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### DISA LIMITED

(Company Registration Number: 197501110N)  
(Incorporated in the Republic of Singapore)

## NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an extraordinary general meeting (“**Meeting**”) of DISA LIMITED (“**Company**” and together with its subsidiaries, “**Group**”) will be held by way of electronic means (of which there will be a live streaming) ) on 28 October 2021 at 11.30 a.m. (or as soon thereafter following the conclusion or adjournment of the 45th Annual General Meeting of the Company to be held by way of electronic means at 10.30 a.m. on the same day) for the purpose of considering and, if thought fit, passing with or without amendments, the resolutions as set out below (“**Notice**”).

*All capitalised used in this notice which are not defined herein shall have the meanings ascribed to them in the accompanying circular dated 12 October 2021 to shareholders of the Company.*

### **ORDINARY RESOLUTION 1: THE PROPOSED ADOPTION OF THE DISA EMPLOYEE SHARE OPTION SCHEME 2021**

RESOLVED THAT:

- (a) the share option scheme to be known as the “DISA Employee Share Option Scheme 2021” (“**Scheme**”), particulars of which are set out in the Circular, under which options (“**Options**”) to subscribe for ordinary shares (“**Shares**”) in the capital of the Company will be granted to selected Employees, Directors (including Non-Executive Directors) and directors of the Company’s subsidiaries and Controlling Shareholders and/or their Associates be approved;
- (b) the Board of Directors of the Company be and is hereby authorised:
  - (i) to establish and administer the Scheme;
  - (ii) to modify and/or amend the Scheme from time to time provided that such modification and/or amendment is effected in accordance with the provisions of the Scheme and to do all such acts and to enter into such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Scheme;
  - (iii) to offer and grant Options in accordance with the provisions of the Scheme and pursuant to Section 161 of the Companies Act to allot and issue and/or deliver from time to time such number of fully paid-up Shares as may be required to be issued or delivered pursuant to the exercise of Options provided that the aggregate number of Shares available pursuant to the Scheme and any other share-based schemes of the Company, shall not exceed 15% of the total issued Shares of the Company (excluding any treasury shares) from time to time; and
  - (iv) to complete and do all such acts and things (including executing such documents as may be required) as they may consider necessary, expedient, incidental or in the interests of the Company to give effect to the transactions contemplated and authorised by this resolution.

### **ORDINARY RESOLUTION 2: THE PROPOSED GRANT OF AUTHORITY TO OFFER AND GRANT OPTIONS AT A DISCOUNT UNDER THE SCHEME**

RESOLVED THAT:

Subject to and contingent upon the passing of Ordinary Resolution 1 being approved, approval be and is given for:

- (a) the maximum discount that may be given under the Scheme to be up to 20% of the Market Price for the Shares at the time of the grant of the Option; and

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**NOTICE OF EXTRAORDINARY GENERAL MEETING**

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- (b) the Directors to be authorised to offer Options at a maximum discount of up to 20% of the Market Price for the Shares at the time of the grant of the Option.

**ORDINARY RESOLUTION 3: THE PROPOSED PARTICIPATION OF CONTROLLING SHAREHOLDERS AND THEIR ASSOCIATES IN THE SCHEME**

RESOLVED THAT:

Subject to and contingent upon the passing of Ordinary Resolution 1, the participation of Controlling Shareholders and their Associates in the proposed Scheme and in accordance with the rules thereof be and is hereby approved.

By Order of the Board

**Chng Weng Wah**  
Managing Director and Chief Executive Officer  
12 October 2021

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### MEASURES TO MINIMISE RISK OF COMMUNITY SPREAD OF COVID-19

#### Alternative arrangements to hold general meetings

1. The COVID-19 (Temporary Measures) Act that was passed by Parliament on 7 April 2020 and the COVID-19 (Temporary Measures) (Alternative Arrangements for Meetings for Companies, Variable Capital Companies, Business Trusts, Unit Trusts and Debenture Holders) Order 2020 issued by the Minister of Law on 13 April 2020 (as amended from time to time) provide legal certainty such that issuers are able to make alternative arrangements to hold general meetings where personal attendance is required under written law or legal instruments (such as a company's constitution) ("**Meeting Orders**"). An updated joint statement was issued by the Monetary Authority of Singapore, the Accounting and Corporate Regulatory Authority and the Singapore Exchange Regulation on 1 October 2020 to include the latest requirements of the Alternative Arrangements Order, regarding providing additional guidance on the conduct of general meetings during elevated safe distancing period.
2. The EGM of the Company will be held by way of electronic means and members will NOT be allowed to attend the EGM in person. This Notice and Proxy Form will be available to members by electronic means via publication on the SGXNet at <https://www.sgx.com/securities/company-announcements> and the Company's website at <http://disa.sg/investors.html>.
3. Alternative arrangements are instead put in place to allow members to participate in the EGM by: (a) observing and listening to the EGM proceedings via a live streaming ("**Live Webcast**"). Members who wish to participate as such will have to pre-register in the manner outlined in paragraphs 4 to 9 below; (b) voting by proxy at the EGM in the manner outlined in paragraphs 10 to 19 below; and (c) submitting questions prior to the date of the EGM in the manner outlined in paragraphs 20 to 23 below.

#### Participate in the EGM via Live Webcast

4. All members or their corporate representatives (in the case of corporate members) will be able to observe and listen to the EGM proceedings through a Live Webcast via their mobile phones, tablets or computers upon pre-registration. In order to do so, member must pre-register with the Company by 11.30 a.m. on 25 October 2021 ("**Registration Deadline**"), at the URL: <https://conveneagm.com/sg/disalimited2021> ("**DISA EGM Website**"), to create an account. Corporate members must also submit the Corporate Representative Certificate to the Company's Share Registrar at the following email address: [shareregistry@incorp.asia](mailto:shareregistry@incorp.asia).
5. Following the authentication of his/her/its status as a member of the Company, such member will receive an email on their authentication status and will be able to access the Live Webcast using the account created.
6. Members who have pre-registered by the Registration Deadline but do not receive the aforementioned email by 11.30 a.m. on 27 October 2021 should contact the Company's Share Registrar at the following email address: [shareregistry@incorp.asia](mailto:shareregistry@incorp.asia), with the following details included:
  - (a) the member's full name; and
  - (b) his/her/its identification/registration number.
7. Non-CPF/SRS holders whose shares are registered under Depository Agents ("**DAs**") must also contact their respective DAs to indicate their interest in order for their respective DAs to make the necessary arrangements for them to participate in the Live Webcast.
8. Members are reminded that the EGM proceedings are private. Instructions on access to the Live Webcast should therefore not be shared with anyone who is not a member of the Company or otherwise not authorised to attend the EGM. Recording of the Live Webcast in whatever form is also strictly prohibited.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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9. Members will not be able to vote through the Live Webcast and can only vote with their proxy forms which are required to be submitted in advance.

### **Voting by proxy**

10. The only way for members to exercise their voting rights at the EGM is via proxy voting. Members would have to submit the attached proxy form to the Company in accordance with the instructions set out in such proxy form and appoint “Chairman of the Meeting” as their proxy. All votes in the EGM will be taken on a poll.
11. Members (whether individuals or corporates) appointing the “Chairman of the Meeting” as proxy must give specific instructions as to his/her/its manner of voting, or abstentions from voting, in the proxy form, failing which the appointment and votes will be treated as invalid.
12. The Proxy Form must be submitted through any one of the following means: (a) via the DISA EGM Website; (b) by depositing a physical copy at the registered office of the Company’s share registrar at 30 Cecil Street #19-08 Prudential Tower Singapore 049712; or (c) by sending a scanned PDF copy by email to [shareregistry@incorp.asia](mailto:shareregistry@incorp.asia), in each case, no later than 11.30 a.m. on 25 October 2021, and failing which, the Proxy Form will not be treated as valid.
13. In the case of submission of the Proxy Form other than via the DISA EGM Website, a member who wishes to submit an instrument of proxy must first download, complete and sign the proxy form, before submitting it by post to the address provided above, or before scanning and sending it by email to the email address provided above.
14. In view of the current COVID-19 pandemic situation and the related safe distancing measures, members are strongly encouraged to submit completed proxy forms electronically.
15. In the case of submission of the Proxy Form other than via the DISA EGM Website, the Proxy Form must be executed under the hand of the appointor or of his attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed under its common seal or under the hand of its officer or attorney duly authorised. Where the Proxy Form is signed on behalf of the appointor by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the Proxy Form, failing which the Proxy Form may be treated as invalid.
16. A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative with respect to the EGM, in accordance with Section 179 of the Companies Act and the person so authorised shall upon production of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.
17. The Company shall be entitled to reject the Proxy Form if it is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the Proxy Form.
18. In the case of a member of the Company whose shares are entered against his/her name in the Depository Register, the Company may reject any Proxy Form if the member, being the appointor, is not shown to have shares entered against his/her name in the Depository Register as at seventy-two (72) hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.
19. Members who hold their shares through relevant intermediaries and who wish to exercise their votes by appointing the “Chairman of the Meeting” as proxy should approach their respective relevant intermediaries (including their respective CPF Agent Banks or SRS Approved Banks) to submit their voting instructions by 5.00 p.m. on 18 October 2021.

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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### Submission of questions prior to EGM

20. Members will not be able to ask questions during the Live Webcast, therefore it is important for members to register and submit their questions in advance of the EGM. A member of the Company may submit questions relating to the resolutions to be tabled for approval at the EGM or the Company's businesses and operations. The Company will endeavour to address questions which are substantial and relevant (as may be determined by the Company in its sole discretion) received from members prior to or during the EGM.
21. To do so, all questions must be submitted no later than 11.30 a.m. on 21 October 2021 through any one of the following means: (a) via the DISA EGM Website; or (b) in physical copy by depositing the same at the registered office of the Company's Share Registrar at 30 Cecil Street #19-08 Prudential Tower Singapore 049712; or (c) by email to [shareregistry@incorp.asia](mailto:shareregistry@incorp.asia).
22. If the questions are deposited in physical copy at the Company's Share Registrar office or sent via email, and in either case not accompanied by the completed and executed Proxy Form, the following details must be included with the submitted questions: (i) the member's full name; and (ii) his/her/its identification/registration number for verification purposes, failing which the submission will be treated as invalid.
23. The Company will publish the minutes of the EGM on SGXNet and the Company's website within one (1) month after the date of EGM, including responses from the Board and Management in relation to substantial and relevant questions from Members relating to the resolutions to be tabled for approval at the EGM.

### **Important Notice:**

Due to the evolving COVID-19 pandemic situation in Singapore, the Company may change the EGM arrangements at short notice to comply with precautionary measures recommended and imposed by the authorities from time to time. The Company will announce any changes to the holdings or conduct of the EGM via the SGXNet. Members are advised to check the SGXNet regularly for updates on the EGM.

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

### **PERSONAL DATA PRIVACY**

By (a) submitting details for the registration to observe the proceedings of the EGM via the Live Webcast in accordance with paragraphs 4 to 9 of section "Measures to Minimize Risk of Community Spread of COVID-19" (the "COVID-19 Notice") above, or (b) submitting an instrument appointing the "Chairman of the Meeting" as proxy to vote at the EGM and/or any adjournment thereof in accordance with paragraphs 10 to 19 of the COVID-19 Notice, or (c) submitting any question prior to the EGM in accordance with paragraphs 20 to 23 of the COVID-19 Notice above, 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) the processing and administration by the Company (or its agents or service providers) of proxy forms appointing the "Chairman of the Meeting" as proxy for the EGM (including any adjournment thereof);
- (ii) processing the pre-registration forms for purposes of granting access to members (or their corporate representatives in the case of members who are corporate entities) to view the live streaming of the EGM proceedings and providing viewers with any technical assistance where necessary;
- (iii) addressing selected questions from members received before the EGM and if necessary,

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## NOTICE OF EXTRAORDINARY GENERAL MEETING

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following up with the relevant members in relation to such questions;

- (iv) the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof); and
- (v) enabling the Company (or its agents or service providers) to comply with any applicable laws, listing rules, regulations and/or guidelines.

The member's personal data and its proxy's and/or representative's personal data may be disclosed or transferred by the Company to its subsidiaries, 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.

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*This notice has been reviewed by the Company's sponsor, SAC Capital Private Limited ("**Sponsor**"). This notice has not been examined or approved by the Singapore Exchange Securities Trading Limited ("**SGX-ST**") and the SGX-ST assumes no responsibility for the contents of this notice including the correctness of any of the statements or opinions made or reports contained in this notice.*

*The contact person for the Sponsor is Mr. Ong Hwee Li (Registered Professional, SAC Capital Private Limited). Address: 1 Robinson Road, #21-00 AIA Tower, Singapore 048542. Telephone number: +65 6232 3210.*

## PROXY FORM

# DISA LIMITED

(Company Registration No. 197501110N)  
(Incorporated in the Republic of Singapore)  
(the "Company")

### IMPORTANT

1. The Extraordinary General Meeting ("Meeting" or "EGM") 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 and its subsequent amendments. Alternative arrangements relating to, among others, attendance, submission of questions in advance and/or voting by proxy at the EGM are set out in this proxy form which has been uploaded on SGXNet and the Company's website on the same day.
2. A member will not be able to attend the Meeting in person. If a member (whether individual or corporate) wishes to exercise his/her/their voting right at the Meeting, he/she/they must appoint the Chairman of the Meeting as his/her/their proxy to vote on his/her/their behalf at the Meeting. In appointing the Chairman of the Meeting as proxy, a member (whether individual or corporate) must give specific instructions as to voting or abstentions from voting, in the form of proxy, failing which the appointment of Chairman of the Meeting as proxy for that resolution will be treated as invalid.
3. Members who hold shares through the relevant intermediaries as defined in Section 181 of the Companies Act, Chapter 50 (including CPF investors, SRS investors and holders under depository agents) and who wish to appoint the Chairman of the Meeting as proxy should approach their respective relevant intermediaries (including CPF agent banks, SRS approved banks or depository agents) to submit their votes by 5.00 p.m. on 18 October 2021.
4. By submitting an instrument appointing the Chairman of the Meeting as proxy, the member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 12 October 2021.
5. Please read the notes overleaf which contain instructions on, *inter alia*, the appointment of the Chairman of the Meeting as a member's proxy to vote on his/her/its behalf at the EGM.

This form of proxy has been made available on SGXNet and the Company's website and may be accessed at the URLs <https://www.sgx.com/securities/company-announcements> and <http://disa.sg/investors.html>. A printed copy of this form of proxy will NOT be dispatched to members.

### PROXY FORM

(Please see notes overleaf before completing this form)

I/We\* \_\_\_\_\_ (Name) \_\_\_\_\_ (NRIC/Passport No.\*)  
of \_\_\_\_\_ (Address),

being a member/ members of the Company hereby appoint the Chairman of the Meeting as my/our\* proxy to vote for me/us\* and on my/our\* behalf at the Meeting of the Company to be held by way of electronic means on Thursday, 28 October 2021 at 11.30 a.m. (or as soon thereafter following the conclusion or adjournment of the 45th Annual General Meeting of the Company to be held by way of electronic means at 10.30 a.m. on the same day) and at any adjournment thereof. I/We\* direct the Chairman of the Meeting to vote for or against or abstain from the Resolutions to be proposed at the Meeting (any adjournment thereof) as indicated hereunder. In the absence of specific directions in respect of a resolution, the appointment of the Chairman of the Meeting as proxy for that resolution will be treated as invalid.

No.	ORDINARY RESOLUTION	For	Against	Abstain
1.	To approve the proposed adoption of the DISA Employee Share Option Scheme 2021 (" <b>Scheme</b> ")			
2.	To approve the proposed grant of authority to offer and grant Options at a discount under the Scheme			
3.	To approve the proposed participation of Controlling Shareholders and their Associates in the Scheme.			

\* Delete accordingly

**Note:** If you wish to exercise all your votes "For", "Against" or "Abstain", please tick (✓) within the box provided. Alternatively, please indicate the number of votes "For", "Against" or "Abstain" for each resolution.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

**Total Number of Shares Held**

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Signature(s) of Member(s)/Common Seal of Corporate Member

IMPORTANT. Please read notes overleaf



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## PROXY FORM

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### NOTES: IMPORTANT

1. Please insert the total number of shares in the Company (“Shares”) held by you. If you have Shares entered against your name in the Depository Register, you should insert that number of Shares. If you have Shares registered in your name in 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 shall be deemed to relate to all the Shares held by you.
2. The Proxy Form must be submitted through any one of the following means: (a) via the DISA EGM Website; (b) by depositing a physical copy at the registered office of the Company’s share registrar at 30 Cecil Street #19-08 Prudential Tower Singapore 049712; or (c) by sending a scanned PDF copy by email to [shareregistry@incorp.asia](mailto:shareregistry@incorp.asia), in each case, no later than 11.30 a.m. on 25 October 2021, and failing which, the Proxy Form will not be treated as valid.
3. In the case of submission of the Proxy Form other than via the DISA EGM Website, a member who wishes to submit an instrument of proxy must first download, complete and sign the proxy form, before submitting it by post to the address provided above, or before scanning and sending it by email to the email address provided above.
4. In view of the current COVID-19 situation and the related safe distancing measures, members are strongly encouraged to submit completed proxy forms electronically.
5. In the case of submission of the Proxy Form other than via the DISA EGM Website, the Proxy Form must be executed under the hand of the appointor or of his attorney duly authorised in writing. Where the Proxy Form is executed by a corporation, it must be executed under its common seal or under the hand of its officer or attorney duly authorised. Where the Proxy Form is signed on behalf of the appointor by an attorney, the power of attorney (or other authority) or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the Proxy Form, failing which the Proxy Form may be treated as invalid.
6. A corporation which is a member may authorise by resolution of its directors or other governing body such person as it thinks fit to act as its representative with respect to the EGM, in accordance with Section 179 of the Companies Act (Chapter 50 of Singapore) and the person so authorised shall upon production of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.
7. Please take note of the section “Measures to Minimize Risk of Community Spread of COVID-19” in the Notice of Meeting.

### General

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

### PERSONAL DATA PRIVACY

By submitting this instrument appointing the Chairman of the Meeting as proxy to attend, speak and vote at the EGM and/or any adjournment thereof, the member of the Company accepts and agrees to the personal data privacy terms set out in the Notice of Meeting dated 12 October 2021.