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

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

The Singapore Exchange Securities Trading Limited takes no responsibility for the accuracy of any statements or opinions made or reports contained in this Circular.



CIRCULAR TO SHAREHOLDERS

IN RELATION TO

- (1) THE PROPOSED ADOPTION OF THE CREATIVE SHARE OPTION SCHEME (2019)**
- (2) THE PROPOSED GRANT OF OPTIONS AT A DISCOUNT UNDER THE CREATIVE SHARE OPTION SCHEME (2019)**

IMPORTANT DATES AND TIMES:

Last date and time for lodgement of Proxy Form	:	27 October 2019 at 11.00 a.m.
Date and time of Extraordinary General Meeting	:	30 October 2019 at 11.00 a.m. (or as soon as practicable thereafter following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 31 International Business Park, #03-01, Singapore 609921 on the same day and at the same place)
Place of Extraordinary General Meeting	:	31 International Business Park #03-01 Singapore 609921

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DEFINITIONS

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

- “Adoption Date”* : The date on which the Scheme is adopted by the Company in general meeting.
- “Aggregate Subscription Cost”* : The total amount payable for Shares which may be acquired on the exercise of an Option.
- “Associate”* : (a) In relation to any director, chief executive officer, substantial shareholder or Controlling Shareholder (being an individual) means:
- (i) his Immediate Family;
 - (ii) the trustee of any trust of which he or his Immediate Family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he and his Immediate Family together (directly or indirectly) have an interest of 30% or more; and
- (b) in relation to a substantial shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more,
- or such other definition as the Listing Manual may from time to time prescribe.
- “Auditors”* : The auditors of the Company for the time being.
- “Board”* : The board of directors of the Company.
- “CDP”* : The Central Depository (Pte) Limited.
- “Circular”* : This circular which is circulated to the Shareholders together with the Company’s annual report for the financial year ended 30 June 2019.
- “Committee”* : A committee comprising Directors duly authorised and appointed by the Board to administer the Scheme.
- “Companies Act”* : The Companies Act (Chapter 50) of Singapore, as amended, modified or supplemented from time to time.
- “Company”* : Creative Technology Ltd. (UEN: 198303359D), a company limited by shares incorporated in the Republic of Singapore with its registered address at 31 International Business Park, #03-01, Singapore 609921.
- “Constitution”* : The constitution of the Company, as amended, modified or supplemented from time to time.
- “Control”* : The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company.
- “Controlling Shareholder”* : In accordance with the Listing Manual, a person who (a) holds directly or indirectly 15% or more of the total number of issued shares (excluding treasury shares) in the Company (notwithstanding, the SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder) or (b) in fact exercises control over the Company, or such other definition as the Listing Manual may from time to time prescribe.
- “CPF”* : Central Provident Fund.
- “Date of Grant”* : In relation to an Option, the date on which the Option is granted pursuant to Rule 6.1 of the Scheme.
- “Directors”* : The directors of the Company for the time being.

DEFINITIONS

<i>“Discount Price Option”</i>	:	The right to acquire 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 7.1(b) of the Scheme.
<i>“EGM”</i>	:	The extraordinary general meeting of the Company to be held on 30 October 2019, notice of which is set out in the Notice of EGM accompanying this circular.
<i>“Exercise Price”</i>	:	The price at which a Participant shall acquire each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 7.1 of the Scheme, as adjusted in accordance with Rule 13 of the Scheme.
<i>“EPS”</i>	:	Earnings per Share.
<i>“Grantee”</i>	:	The person to whom an offer of an Option is made.
<i>“Group”</i>	:	The Company and its subsidiaries.
<i>“Group Employee”</i>	:	An employee of the Company and/or its subsidiaries, as the case may be (including any Group Executive Director).
<i>“Group Executive Director”</i>	:	A director of the Company and/or its subsidiaries, as the case may be, who performs an executive function.
<i>“Group Non-executive Director”</i>	:	A director of the Company and/or its subsidiaries, as the case may be, who does not perform an executive function.
<i>“Immediate Family”</i>	:	A person’s spouse, child, adopted child, step-child, sibling and parent or such other definition as the Listing Manual may from time to time prescribe.
<i>“Latest Practicable Date”</i>	:	16 September 2019, being the latest practicable date prior to the printing of this circular.
<i>“Listing Manual”</i>	:	The Listing Manual of the SGX-ST, as may be amended, modified or supplemented from time to time.
<i>“Market Day”</i>	:	A day on which the SGX-ST is open for trading of securities.
<i>“Market Price”</i>	:	In the case of determining Exercise Price for Participants, a price equal to the average of the last dealt prices for the Shares on the SGX-ST over the five (5) consecutive Trading Days immediately preceding the Date of Grant of that Option, as determined by the 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.
<i>“Market Price Option”</i>	:	The right to acquire 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 7.1(a) of the Scheme.
<i>“New Shares”</i>	:	The new Shares which may be allotted and issued from time to time pursuant to the exercise of the Options granted under the Scheme.
<i>“NTA”</i>	:	Net Tangible Assets.
<i>“Option”</i>	:	A Market Price Option or a Discount Price Option, as the case may be.
<i>“Option Period”</i>	:	(a) In the case of an Option granted to a Group Employee, a period commencing no earlier than the Date of Grant and expiring on the tenth anniversary of such Date of Grant, subject to conditions as provided in Rules 8 and 10 of the Scheme and any other conditions as may be introduced by the Committee from time to time. (b) In the case of an Option granted to a Group Non-executive Director, a period commencing no earlier than the Date of Grant and expiring on the fifth anniversary of such Date of Grant, subject to conditions as provided in Rules 8 and 10 of the Scheme and any other conditions as may be introduced by the Committee from time to time.

DEFINITIONS

<i>“Participant”</i>	:	Any eligible person selected by the Committee to participate in the Scheme in accordance to the Rules of the Scheme.
<i>“Record Date”</i>	:	The date fixed by the Company for the purposes of determining entitlements to dividends or other distributions or rights of holders of Shares.
<i>“Rules of the Scheme”</i>	:	Proposed Rules of the Scheme as set out in the Appendix A of this Circular and any reference to a particular rule shall be construed accordingly.
<i>“Scheme”</i>	:	The proposed Creative Share Option Scheme (2019), to be adopted by the Company.
<i>“Securities Account”</i>	:	The securities account maintained by a Depositor with the CDP.
<i>“SFRS(I) 2”</i>	:	Singapore Financial Reporting Standards (International) 2: Share-based Payment.
<i>“Shareholders”</i>	:	Registered holders of Shares, except where the registered holder is the CDP, the term “Shareholders” shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with Shares.
<i>“Shares”</i>	:	Ordinary shares in the share capital of the Company.
<i>“SGX-ST”</i>	:	The Singapore Exchange Securities Trading Limited.
<i>“Substantial Shareholder”</i>	:	A person who has an interest (directly or indirectly) in 5% or more of the total votes attached to all voting Shares of the Company.
<i>“Trading Day”</i>	:	A day on which the Shares are traded on the SGX-ST.
<i>“Treasury shares”</i>	:	Treasury shares shall have the meaning ascribed to it under section 4 of the Companies Act.
<i>“S\$” or “\$”</i>	:	Singapore dollar.
<i>“%” or “per cent”</i>	:	Percentage or per centum

The terms **“Depositor”**, **“Depository”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively in section 81SF of the Securities and Futures Act (Chapter 289) of Singapore in force as at the Latest Practicable Date.

The term **“subsidiary”** shall have the meaning ascribed to it in section 5 of the Companies Act.

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

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or reenacted. Any word defined under the Companies Act, the Listing Manual, or any relevant laws of the Republic of Singapore or any statutory modification thereof and used in this Circular shall have the same meaning assigned to it under the Companies Act, the Listing Manual, or any relevant laws of the Republic of Singapore or any statutory modification thereof, as the case may be, unless otherwise provided.

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

Any reference to a time of a day in this Circular shall be a reference to Singapore time unless otherwise stated.

CREATIVE TECHNOLOGY LTD

(Incorporated in the Republic of Singapore)
(Company Registration No. 198303359D)

Board of Directors:

Mr Sim Wong Hoo (Chairman and Chief Executive Officer)
Mr Lee Kheng Nam (Independent Non-Executive Director)
Mr Ng Kai Wa (Independent Non-Executive Director)
Mr Lee Gwong-Yih (Independent Non-Executive Director)

Registered Office:

31 International Business Park,
#03-01
Singapore 609921

8 October 2019

To: The Shareholders of Creative Technology Ltd

Dear Sir / Madam,

(1) THE PROPOSED ADOPTION OF THE CREATIVE SHARE OPTION SCHEME (2019)

(2) THE PROPOSED GRANT OF OPTIONS AT A DISCOUNT UNDER THE CREATIVE SHARE OPTION SCHEME (2019)

1. INTRODUCTION

- 1.1 The Directors are convening the EGM to be held at 31 International Business Park, #03-01, Singapore 609921 on 30 October 2019 at 11.00 a.m. to seek the approval of Shareholders for the proposed adoption of the Scheme, the Rules of the Scheme of which are set out in Appendix A of this Circular (the “**Proposal**”). The Notice of EGM is set out on page B-1 of this Circular.
- 1.2 The purpose of this Circular is to provide Shareholders with the relevant information pertaining to, and to seek Shareholders’ approval at the EGM for, the Proposal.
- 1.3 In-principle approval for the listing and quotation on the SGX-ST of the New Shares has been obtained from the SGX-ST on 28 August 2019. The in-principle approval of the SGX-ST is not to be taken as an indications of the merits of the Company, the Scheme or the New Shares.
- 1.4 The SGX-ST takes no responsibility for the accuracy of any statements or opinions made or reports contained in this Circular. Shareholders who are in any doubt as to the action they should take, should consult their stockbrokers or other professional advisors immediately.

2. THE PROPOSED ADOPTION OF THE CREATIVE SHARE OPTION SCHEME (2019)

- 2.1 The Company places strong emphasis on the recruitment and retention of Group Employees and Group Non-executive Directors 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.
- 2.2 The Company proposes to adopt a share option scheme, known as the Creative Share Option Scheme (2019) (the “**Scheme**”), subject to Shareholders’ approval being obtained at the EGM, as the implementation of the Scheme will enable the Company to structure a competitive remuneration package, which is designed as an additional incentive tool to reward and retain Group Employees and Group Non-executive Directors as well as to achieve the following objectives:
 - 2.2.1 the motivation of each Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group;
 - 2.2.2 the retention of key Group Employees whose contributions are essential to the long-term growth and profitability of the Group;

2.2.3 to instill loyalty to, and a stronger identification by the Participants with the long-term prosperity of, the Group;

2.2.4 to attract potential employees with relevant skills to contribute to the Group and to create value for the Shareholders of the Company; and

2.2.5 to align the interests of the Participants with the interests of the Shareholders.

2.3 **Summary of the Rules of the Scheme**

The Rules of the Scheme are set out in Appendix A to this Circular. A summary of the Rules of the Scheme are as follows:

2.3.1 **Eligibility**

Subject to the absolute discretion of the Committee, Group Employees (including Group Executive Directors) and Group Non-executive Directors who have attained the age of 18 years on or prior to the relevant Date of Grant, are not undischarged bankrupts, have not entered into a composition with their respective creditors, and, where applicable, who have, as of the Date of Grant, been in the employment of the Group for a period of at least 12 months, or such shorter period as the Committee may determine, shall be eligible to participate in the Scheme.

The Company's Controlling Shareholders and their Associates will not participate in the Scheme.

2.3.2 **Entitlements**

The aggregate number of Shares comprised in Options offered to a Participant shall be determined at the absolute discretion of the Committee who shall take into account, where applicable, the Participant's employment level, grade, years of service, performance, contributions, potential for further development and such other general criteria as the Committee may consider appropriate.

2.3.3 **Size of Scheme**

The aggregate number of Shares for which the Committee may grant Options on any date, when added to the number of Shares allotted and issued and issuable in respect of (a) all Options granted under the Scheme, and (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company, whether exercised or not, and for the time being in force, shall not exceed 15% of the issued share capital of the Company (excluding treasury shares and subsidiary holdings) on the date preceding the Date of Grant of an Option.

For illustrative purposes, based on the total number of issued Shares of 70,396,649 Shares as at the Latest Practicable Date, the maximum number of Shares which may be issued and/or delivered by the Company in connection with the Scheme is 10,559,497 Shares.

2.3.4 **Date of Grant**

The Committee may offer to grant Options in its absolute discretion at any time during the period when the Scheme is in force, except that no offer to grant Options shall be made during the period of one (1) month immediately preceding the date of announcement of the Company's full-year result and two (2) weeks before the announcement of the results of the Company for each of the first, second and third quarters of its financial year (as the case may be).

In addition, in the event that an announcement of any matter of an exceptional nature involving unpublished price sensitive information is made, the Committee may offer to grant Options on or after the second Market Day after such announcement has been released.

2.3.5 **Exercise Price**

The Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Committee, at its absolute discretion, on the Date of Grant, at:

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- (a) a price equal to the Market Price; or
- (b) a price which is set at a discount to the Market Price, the quantum of such discount to be determined by the Committee at its absolute discretion, provided that the maximum discount shall not exceed 20% of the Market Price or such other percentage or amount as may be determined by the Committee and permitted by the SGX-ST and approved by the Shareholders. For avoidance of doubt, in the event the maximum discount is to be greater than 20% of the Market Price, the Company will seek the approval of Shareholders in a separate resolution passed at a general meeting.

The ability to offer Discount Price Options will allow flexibility in structuring the Options. Being able to offer Discount Price Options is important in situations where it is more meaningful for the Company to acknowledge a Participant's achievement through offering Discount Price Options rather than paying him a cash bonus, as these Discount Price 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 talents into the Company and/or retain talented individuals.

The Company plans to exercise this discretion judiciously and the amount of discount (if any) 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 Committee may take into consideration such factors as it may in its absolute discretion deem appropriate, including but not limited to:

- (i) the performance of the Company and/or the Group;
- (ii) the years of service and individual performance (including the meeting of performance targets) of the eligible Group Employees or Group Non-executive Directors;
- (iii) the contribution of the eligible Group Employees or Group Non-executive Directors to the success of the Company and/or 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 Options at a discount to the Market Price of the Shares will provide the Company with a means to maintain the 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 Group Employees and Group Non-executive Directors other than through salary, salary increments and cash bonuses. This will also enable the Company 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 Committee), the 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 period used to determine the Exercise Price for the Options, the market comparatives and practices of other industry players and the value of the Options as a component of each Participant's compensation package.

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

2.3.6 *Alteration of Capital*

If a variation in the issued share capital 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:

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

shall be adjusted, and if so, the manner in which such adjustment shall be made.

Unless the Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or any assets or a private placement of securities, or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by the Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

No such adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive.

Any adjustment (except in relation to a capitalisation issue) must be confirmed in writing by the Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

Upon any adjustment required to be made pursuant to Rule 13 of the Scheme, the Company shall notify the Participant (or his duly appointed personal representatives where applicable) in writing and deliver to him (or his duly appointed personal representatives where applicable) a statement setting forth the Exercise Price thereafter in effect and the class and/or number of Shares thereafter to be issued on the exercise of the Option. Any adjustment shall take effect upon such written notification being given.

2.3.7 Exercise Period

A Participant who has accepted an offer in accordance with Rule 6.4 of the Scheme may exercise the Option to subscribe for the Shares referred to in the letter of offer in accordance with the vesting schedule and any other conditions specified in the letter of offer. In any case, Market Price Options granted under Rule 7.1(a) of the Scheme shall not vest less than one (1) year from the Date of Grant and Discounted Price Options granted under Rule 7.1(b) of the Scheme shall not vest less two (2) years from the Date of Grant.

Vesting shall, however be suspended and not occur if a Grantee is on unpaid maternity leave, unpaid paternity leave, unpaid disability leave or any other unpaid leave for a period of more than 60 days and the Committee shall have the discretion, taking into account the period of absence, to amend the vesting schedule of the Grantee as appropriate. No Option may in any case be exercised after the expiration of the Option Period.

2.3.8 Duration of the Scheme

The Scheme shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Scheme may continue beyond the above stipulated period with the approval of the Company in general meeting and of any relevant authorities which may then be required.

The Scheme may be terminated at any time at the discretion of the Committee. If the Scheme is so terminated, no further Options shall be offered by the Company hereunder.

2.3.9 Administration of the Scheme

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

The terms of reference of the Committee are to, *inter alia*:

- (a) implement and administer the Scheme;
- (b) modify and/or amend the Scheme from time to time provided that such modifications and amendments are effected in accordance with the provisions of the Scheme;
- (c) determine the eligibility of individuals for participation in the Scheme;
- (d) offer and grant Options in accordance with the provisions of the Scheme; and

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- (e) allot and issue or transfer Shares as may be required to be allotted and issued or transferred pursuant to the exercise of Options granted under the Scheme in accordance with the Scheme.

The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Scheme) for the implementation and administration of the Scheme as it thinks fit. Any matter pertaining or pursuant to the Scheme and any dispute and uncertainty as to the interpretation of the Scheme, any rule, regulation or procedure thereunder or any rights under the Scheme shall be determined by the Committee.

Neither the Scheme nor the grant of Options under the Scheme shall impose on the Company or the Committee any liability whatsoever in connection with:

- (i) the lapsing or early expiry of any Options pursuant to any provision of the Scheme;
- (ii) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Scheme; and/or
- (iii) any decision or determination of the Committee made pursuant to any provision of the Scheme.

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 be final, binding and conclusive.

2.3.10 *Voting, dividend and other rights*

Shares allotted and issued and/or transferred on exercise of an Option shall:

- (a) be subject to all the provisions of the Companies Act, the Constitution (including all provisions thereof relating to the voting, dividend, transfer and other rights attached to such Shares, including those rights which arise from a liquidation of the Company); and
- (b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares and shall in all other respects rank *pari passu* with other existing Shares then in issue, save for any dividends or other distributions the Record Date for which precedes the date of exercise of the Option.

2.3.11 *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 Committee, except that:

- (a) no modification or alteration which materially and adversely alters the rights attaching to any Option granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters (3/4) in number of all the Shares which would fall to be allotted and issued or transferred upon exercise in full of all outstanding Options;
- (b) any modification or alteration which would be to the advantage of Participants under the Scheme shall be subject to the prior approval of the Company in general meeting; and
- (c) any modification or alteration shall be made in compliance with the applicable rules of the SGX-ST and such other regulatory authorities as may be necessary.

3. THE CREATIVE PERFORMANCE SHARE PLAN

As at the Latest Practicable Date, the Company has in place an existing employee share award scheme, known as the "Creative Performance Share Plan" which was approved and adopted by the Shareholders at an extraordinary general meeting of the Company on 29 October 2009 (the "2009 Share Plan"). The duration of the 2009 Share Plan is for a maximum period of 10 years which commenced on the date of adoption and accordingly will expire and lapse on 28 October 2019. The proposed Scheme is to replace the 2009 Share Plan.

From the commencement of the 2009 Share Plan to the Latest Practicable Date, the Company had awarded a

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total of 1,606,254 Shares (including the payment of equivalent cash value in lieu of Shares) to a total of 875 Group Employees and Group Non-executive Directors under the 2009 Share Plan.

As at the Latest Practicable Date, all outstanding Awards (an “Award” is defined as a contingent award of Shares granted under the terms and conditions of the 2009 Share Plan) under the 2009 Share Plan has expired and lapsed and the Company does not intend to grant any further Award under the 2009 Share Plan. Save for the 2009 Share Plan, the Company does not have in place any other share plan or share scheme.

The details of Shares awarded to the Directors under the 2009 Share Plan are as follows:

Name of Director	Number of Shares Awarded	Number of Shares Vested	Outstanding Awards (which have expired)	Date of Award
Lee Kheng Nam	60,000	45,000	15,000	31 March 2010
Ng Kai Wa	60,000	45,000	15,000	31 March 2010
Lee Gwong-Yih	60,000	45,000	15,000	31 March 2010

No Shares were awarded to Controlling Shareholders of the Company and their associates pursuant to the 2009 Share Plan.

4. DISCLOSURES IN THE ANNUAL REPORT

In accordance with the Listing Manual, the following shall be disclosed by the Company in its annual report as long as the Scheme continues in operation:

- (a) the names of the members of the committee administering the Scheme;
- (b) in respect of the following Participants:
 - (i) Directors;
 - (ii) Participants who are Controlling Shareholders of the Company and their Associates; and
 - (iii) Participants other than those referred to in sections 4(b)(i) and (ii) above, who have been granted Options under the Scheme, and where the aggregate number of Shares comprised in such Options granted represent five per cent. (5%) or more of the total number of Shares available under the Scheme, the following information must be disclosed:
 - A. the name of the Participant;
 - B. the aggregate number of Options granted during the financial year under review (including terms);
 - C. the aggregate number of Options granted since the commencement of the Scheme to the end of the financial year under review;
 - D. the aggregate number of Options exercised since the commencement of the Scheme up to the end of the financial year under review;
 - E. the aggregate number of Options outstanding as at the end of the financial year under review;
 - F. where applicable, the number and proportions of Discount Price Options granted during the financial year under review in respect of every 10% discount range, up to the maximum quantum of discount granted; and
 - G. such other information as may be required by the Listing Manual or the Companies Act.

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

5. THE PROPOSED PARTICIPATION OF THE GROUP NON-EXECUTIVE DIRECTORS IN THE SCHEME

The Group retains flexibility in formulating schemes that recognises and benefits not only persons who are in the employment of the Group but also Group Non-executive Directors who are not employed by the Group 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. The Scheme is therefore proposed to be extended to the Group Non-executive Directors.

Although the Group Non-executive Directors are not involved in the day-to-day running of the Group, 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 Group Non-executive Directors 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.

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 Group Non-executive Directors would primarily continue to be remunerated for their services by way of directors' fees. It is envisaged that the Options granted to Group Non-executive Directors will not comprise (whether on an individual or collective basis) a significant portion of the Options available under the Scheme.

The Committee, when deciding on the selection of Group Non-executive Directors to participate in the Scheme and the number of Shares to be offered (in accordance with the Scheme), 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 Company and the Group, as well as their involvement and commitment to the Board. Each Group Non-executive Director will abstain from making any recommendation as a Director and, if applicable, abstain from voting as a member of the Committee, when the grant of Options to him is being considered.

6. FINANCIAL EFFECTS OF THE SCHEME

6.1 Share Capital

The Scheme will result in an increase in the issued share capital of the Company to the extent of the New Shares that will be allotted and issued pursuant to the exercise of the Options granted under the Scheme. This will in turn depend on, inter alia, the number of Shares comprised in the Options granted, the number of Options that are accepted and exercised and the Exercise Price of the Shares comprised in the Options. However, there will be no change to the number of issued Shares of the Company in the following situations: (a) where Options are not exercised, or (b) where Options are exercised but are satisfied by treasury shares.

6.2 NTA

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

6.3 EPS

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

6.4 Potential cost of issuing the Options

SFRS(I) 2 relating to share-based payments takes effect for all listed companies beginning 1 January 2018. Under SFRS(I) 2, the recognition of an expense in respect of Options granted under the Scheme is required. The expense will be based on the fair value of the Options at each date of grant of the Options and will be recognised over the vesting period. This fair value is normally estimated by applying the option pricing model at the date of grant of the Options, taking into account the terms and conditions of the grant of the Options and recognised as a charge to the Company's consolidated profit and loss statement ("P&L") over the period from the date of grant of the Options to the vesting date (the "Vesting Period"), with a corresponding credit to the Company's reserve account.

LETTER TO SHAREHOLDERS

Before the end of the Vesting Period and at the end of each accounting period, the estimate of the number of Options that are expected to vest by each Participant is revised if applicable, and the impact of the revised estimate is recognised in the consolidated P&L with a corresponding adjustment to the Company's reserve account. After the vesting date, no adjustment of the charge to the consolidated P&L is made.

7. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS IN THE COMPANY

The shareholdings of the Directors and Substantial Shareholders as recorded in the Register of Directors' Shareholdings and Register of Substantial Shareholders as at the Latest Practicable Date were as follows:

	Number of Shares		Total Interest (%) ¹
	Direct Interest	Deemed Interest	
Directors			
Sim Wong Hoo	23,270,652	–	33.06
Lee Kheng Nam ²	45,000	10,000	0.08
Ng Kai Wa	2,148,555	–	3.05
Lee Gwong-Yih	45,000	–	0.06
Substantial Shareholders			
Sim Wong Hoo	23,270,652	–	33.06

Notes:

(1) As a percentage of the total number of issued Shares as at the Latest Practicable Date, comprising 70,396,649 Shares (excluding Treasury Shares).

(2) Lee Kheng Nam is deemed to have an interest in the Shares held by his spouse, Yong Su Pa.

8. DIRECTORS' RECOMMENDATION

Except for Mr Sim Wong Hoo, all the Directors are eligible to participate in, and are therefore interested in, the Scheme. Accordingly, Mr Lee Kheng Nam, Mr Ng Kai Wa, and Mr Lee Gwong-Yih, have abstained from making any recommendation to Shareholders on the ordinary resolution relating to the proposed adoption of the Scheme.

Having considered, inter alia, the rationale and benefits of the proposed adoption of the Scheme, Mr Sim Wong Hoo believes that the proposed adoption of the Scheme is in the best interests of the Company. Accordingly, Mr Sim Wong Hoo recommends that Shareholders vote in favour of the ordinary resolution relating to the proposed adoption of the Scheme as set out in the Notice of EGM.

9. EXTRAORDINARY GENERAL MEETING

The EGM will be held at 31 International Business Park, #03-01, Singapore 609921 on 30 October 2019 at 11.00 a.m. for the purpose of considering and, if thought fit, passing with or without any amendments, the ordinary resolutions set out in the Notice of EGM on page B-1 of this Circular.

10. ACTIONS TO BE TAKEN BY SHAREHOLDERS

If you are unable to attend the EGM and wish to appoint a proxy to attend and vote on your behalf, you should complete, sign and return the Proxy Form attached to the Notice of EGM on page B-1 of this Circular in accordance with its printed instructions as soon as possible and in any event so as to arrive at our registered office at 31 International Business Park, #03-01, Singapore 609921 not later than 72 hours before the time fixed for the EGM. The completion and return of the Proxy Form will not prevent you from attending and voting at the EGM, if you so wish, in place of your proxy.

A Depositor shall not be regarded as a Shareholder entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register maintained by CDP at least 72 hours before the EGM.

11. ABSTENTION FROM VOTING

Shareholders who are entitled to participate in the Scheme, including Directors who are also Shareholders, shall abstain from voting on any resolution of the Company at the EGM relating to the Scheme. Such Shareholders also should not accept nominations as proxies for any other Shareholder for voting at the EGM in respect of any resolution relating to the Scheme, unless the Shareholder concerned shall have given specific instructions in his proxy form as to the manner in which votes are to be cast in respect of any resolution relating to the Scheme. Mr Sim Wong Hoo, who is a Director and Controlling Shareholder, will be eligible to vote on any resolution relating to the Scheme at the EGM as he and his Associates will not be participating in the Scheme.

12. 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 Proposal, 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.

13. DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company 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 the financial year ended 30 June 2019.

Yours faithfully
For and on behalf of the Board of Directors of
CREATIVE TECHNOLOGY LTD

Sim Wong Hoo
Chairman and Chief Executive Officer
8 October 2019

1. NAME OF THE SCHEME

The scheme shall be called the “Creative Share Option Scheme (2019)”.

2. DEFINITIONS

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

- “Adoption Date”** : The date on which the Scheme is adopted by the Company in general meeting.
- “Aggregate Subscription Cost”** : The total amount payable for Shares which may be acquired on the exercise of an Option.
- “Associate”** : (a) In relation to any director, chief executive officer, substantial shareholder or Controlling Shareholder (being an individual) means:
- (i) his Immediate Family;
 - (ii) the trustee of any trust of which he or his Immediate Family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he and his Immediate Family together (directly or indirectly) have an interest of 30% or more; and
- (b) in relation to a substantial shareholder or a Controlling Shareholder (being a company) means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more,
- or such other definition as the Listing Manual may from time to time prescribe.
- “Auditors”** : The auditors of the Company for the time being.
- “Board”** : The board of directors of the Company.
- “CDP”** : The Central Depository (Pte) Limited.
- “Committee”** : A committee comprising Directors duly authorised and appointed by the Board to administer the Scheme.
- “Companies Act”** : The Companies Act (Chapter 50) of Singapore, as amended, modified or supplemented from time to time.
- “Company”** : Creative Technology Ltd. (UEN: 198303359D), a company limited by shares incorporated in the Republic of Singapore with its registered address at 31 International Business Park, #03-01, Singapore 609921.
- “Constitution”** : The constitution of the Company, as amended, modified or supplemented from time to time.
- “Control”** : The capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of the Company.
- “Controlling Shareholder”** : In accordance with the Listing Manual, a person who (a) holds directly or indirectly 15% or more of the total number of issued shares (excluding treasury shares) in the Company (notwithstanding, the SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder) or (b) in fact exercises control over the Company, or such other definition as the Listing Manual may from time to time prescribe.
- “CPF”** : Central Provident Fund.
- “Date of Grant”** : In relation to an Option, the date on which the Option is granted pursuant to Rule 6.1 of the Scheme.

APPENDIX A – RULES OF THE CREATIVE SHARE OPTION SCHEME (2019)

“Discount Price Option”	:	The right to acquire 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 7.1(b) of the Scheme.
“Exercise Price”	:	The price at which a Participant shall acquire each Share upon the exercise of an Option which shall be the price as determined in accordance with Rule 7.1 of the Scheme, as adjusted in accordance with Rule 13 of the Scheme.
“Grantee”	:	The person to whom an offer of an Option is made.
“Group”	:	The Company and its subsidiaries.
“Group Employee”	:	An employee of the Company and/or its subsidiaries, as the case may be (including any Group Executive Director).
“Group Executive Director”	:	A director of the Company and/or its subsidiaries, as the case may be, who performs an executive function.
“Group Non-executive Director”	:	A director of the Company and/or its subsidiaries, as the case may be, who does not perform an executive function.
“Immediate Family”	:	A person’s spouse, child, adopted child, step-child, sibling and parent or such other definition as the Listing Manual may from time to time prescribe.
“Listing Manual”	:	The Listing Manual of the SGX-ST, as may be amended, modified or supplemented from time to time.
“Market Day”	:	A day on which the SGX-ST is open for trading of securities.
“Market Price”	:	In the case of determining Exercise Price for Participants, a price equal to the average of the last dealt prices for the Shares on the SGX-ST over the five (5) consecutive Trading Days immediately preceding the Date of Grant of that Option, as determined by the 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.
“Market Price Option”	:	The right to acquire 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 7.1(a) of the Scheme.
“New Shares”	:	The new Shares which may be allotted and issued from time to time pursuant to the exercise of the Options under the Scheme.
“Option”	:	A Market Price Option or a Discounted Price Option, as the case may be.
“Option Period”	:	(a) In the case of an Option granted to a Group Employee, a period commencing no earlier than the Date of Grant and expiring on the tenth anniversary of such Date of Grant, subject to conditions as provided in Rules 8 and 10 of the Scheme and any other conditions as may be introduced by the Committee from time to time. (b) In the case of an Option granted to a Group Non-executive Director, a period commencing no earlier than the Date of Grant and expiring on the fifth anniversary of such Date of Grant, subject to conditions as provided in Rules 8 and 10 of the Scheme and any other conditions as may be introduced by the Committee from time to time.
“Participant”	:	Any eligible person selected by the Committee to participate in the Scheme in accordance to the Rules of the Scheme.
“Record Date”	:	The date fixed by the Company for the purposes of determining entitlements to dividends or other distributions or rights of holders of Shares.
“Rules of the Scheme”	:	The rules of the Scheme, as may be amended or modified from time to time.
“Scheme”	:	The Creative Share Option Scheme (2019), as the same may be modified or altered from time to time.

“Securities Account”	:	The securities account maintained by a Depositor with the CDP.
“Shareholders”	:	Registered holders of Shares, except where the registered holder is the CDP, the term “Shareholders” shall, in relation to such Shares, mean the Depositors whose Securities Accounts are credited with Shares.
“Shares”	:	Ordinary shares in the share capital of the Company.
“SGX-ST”	:	The Singapore Exchange Securities Trading Limited.
“Trading Day”	:	A day on which the Shares are traded on the SGX-ST.
“Treasury shares”	:	Treasury shares shall have the meaning ascribed to it under section 4 of the Companies Act.
“S\$” or “\$”	:	Singapore dollar.

2.2 The terms **“Depositor”**, **“Depository”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively in section 81SF of the Securities and Futures Act (Chapter 289) of Singapore in force as at the Latest Practicable Date.

2.3 The term **“subsidiary”** shall have the meaning ascribed to it in section 5 of the Companies Act.

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

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

2.6 Any reference in the Scheme to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act or Listing Manual or any statutory modification thereof and used in the Scheme shall have the meaning assigned to it under the Companies Act or Listing Manual or any statutory modification thereof, as the case may be.

3. **OBJECTIVES OF THE SCHEME**

3.1 The Scheme is a share incentive plan. The Scheme is proposed on the basis that it is important to retain employees (excluding the Company’s Controlling Shareholders and their Associates) whose contributions are essential to the well-being and prosperity of the Group. The Scheme will also give Participants an opportunity to have a direct interest in the Company and will help to achieve the following positive objectives:

- (a) the motivation of each Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group;
- (b) the retention of key Group Employees whose contributions are essential to the long-term growth and profitability of the Group;
- (c) to instill loyalty to, and a stronger identification by the Participants with the long-term prosperity of, the Group;
- (d) to attract potential employees with relevant skills to contribute to the Group and to create value for the Shareholders of the Company; and
- (e) to align the interests of the Participants with the interests of the Shareholders.

4. **ELIGIBILITY OF PARTICIPANTS**

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

- (a) confirmed Group Employees (including Group Executive Directors) who have attained the age of 18 years on or before the Date of Grant and are not undischarged bankrupts and have not entered into a composition with their respective creditors; and

- (b) Group Non-executive Directors who have attained the age of 18 years on or before the Date of Grant and are not undischarged bankrupts and have not entered into a composition with their respective creditors;

4.2 The Company's Controlling Shareholders and their Associates will not participate in the Scheme.

4.3 Subject to the Companies Act and any requirement of the SGX-ST, the terms of eligibility for participation in the Scheme may be amended from time to time at the absolute discretion of the Committee, which would be exercised judiciously.

5. **METHOD OF DETERMINING NUMBER OF SHARES OFFERED**

Subject to Rules 4 and 12 of the Scheme, the aggregate number of Shares in respect of which Options may be offered to a Grantee in accordance with the Scheme shall be determined at the absolute discretion of the Committee which shall take into account criteria such as the Participant's employment level, grade, years of service, performance, contributions, potential for further development and such other general criteria as the Committee may consider appropriate.

6. **GRANT AND ACCEPTANCE OF OPTIONS**

6.1 Subject as provided in Rule 12 of the Scheme, the Committee may grant Options at any time during the period when the Scheme is in force, except that no Options shall be granted during the period of one (1) month immediately preceding the date the Company announces its annual results and two weeks before the announcement of quarterly or half-yearly results. In the event of an announcement on any matter of an exceptional nature involving unpublished price sensitive information is made, Options may only be granted on or after the second Market Day from the date on which such announcement is released.

6.2 The letter of offer to grant an Option shall be in, or substantially in, the form set out in Schedule A, subject to such modification as the Committee may from time to time determine.

6.3 An Option shall be personal to the person to whom it is granted and shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior written approval of the Committee.

6.4 The grant of an Option under this Rule 6 of the Scheme shall be accepted by the Grantee within the time specified in the letter of offer by completing, signing and returning the Acceptance Form in or substantially in the form set out in Schedule B, subject to such modification as the Committee may from time to time determine, accompanied by payment of S\$1.00 as consideration.

6.5 If a grant of an Option is not accepted in the manner as provided in Rule 6.4 of the Scheme, such offer shall, upon the expiry of the time period specified in it automatically lapse and become null, void and of no effect.

7. **EXERCISE PRICE**

7.1 Subject to any adjustment pursuant to Rule 13 of the Scheme, the Exercise Price for each Share in respect of which an Option is exercisable shall be determined by the Committee, at its absolute discretion, on the Date of Grant, at:

- (a) a price equal to the Market Price; or

- (b) a price which is set at a discount to the Market Price, the quantum of such discount to be determined by the Committee at its absolute discretion, provided that the maximum discount shall not exceed 20% of the Market Price or such other percentage or amount as may be determined by the Committee and permitted by the SGX-ST and approved by the Shareholders. For avoidance of doubt, in the event the maximum discount is to be greater than 20% of the Market Price, the Company shall seek the approval of Shareholders in a separate resolution passed at a general meeting.

8. **RIGHTS TO EXERCISE OPTIONS**

8.1 Subject to Rule 9 of the Scheme, a Participant who has accepted an offer in accordance with Rule 6.4 of the Scheme may exercise the Option to subscribe for the new Shares referred to in the letter of offer in accordance with the vesting schedule and any other conditions specified in the letter of offer. In any case, a Market Price Option

granted under Rule 7.1(a) of the Scheme shall not begin to vest less than one (1) year from the Date of Grant and a Discounted Price Option granted under Rule 7.1(b) of the Scheme shall not vest less than two (2) years from the Date of Grant.

- 8.2 Vesting shall, however be suspended and not occur if a Grantee is on unpaid maternity leave, unpaid paternity leave, unpaid disability leave or any other unpaid leave for a period of more than 60 days and the Committee shall have the discretion, taking into account the period of absence, to amend the vesting schedule of the Grantee as appropriate.
- 8.3 No Option may in any case be exercised after the expiration of the Option Period.

9. LAPSE OF RIGHTS TO EXERCISE OPTION

9.1 Subject to Rule 9.2 of the Scheme below, an Option shall, to the extent unexercised, immediately lapse and become null and void and the Participant shall have no claim whatsoever against the Company on the occurrence of any of the following events:

- (a) termination of employment or termination of any appointment of a Participant by the Company or any company within the Group (for any reason whatsoever); or
- (b) where a Participant does any act or thing whereby he would or might be deprived of the legal or beneficial ownership of his Option; or
- (c) where a Participant is subject to a petition for bankruptcy; or
- (d) a Participant commits any breach of any of the terms of his Option.

For the purpose of Rule 9.1(a) of the Scheme, the Participant shall be deemed to have ceased to be so employed as at the date on which the termination of employment or appointment takes effect, provided that in the case of termination by the Company or any company within the Group, rights to exercise any Option shall be deemed to extend to the last day of actual employment as provided for in the termination or 30 days after the date of notice of such termination, whichever is later. For avoidance of doubt, no Option shall lapse pursuant to Rule 9.1(a) of the Scheme in the event of any transfer of employment of a Participant within the Group.

9.2 In any of the following events, namely:

- (a) where the Participant ceases at any time to be in the employment of any company of the Group by reason of:
 - (i) voluntary resignation;
 - (ii) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (iii) redundancy; or
 - (iv) retirement at or after the legal retirement age; or
- (b) any other event approved in writing by the Committee,

the Participant may, at the absolute discretion of the Committee, exercise any Option within such period after the date of such cessation of employment as may be determined by the Committee at its absolute discretion (but before the expiry of the Option Period in respect of that Option), and upon expiry of such period, the Option shall lapse. In exercising such discretion, the Committee may also determine the number of Shares in respect of which that Option may be exercised and the period during which such Option may continue to be exercisable, provided that such period shall not in any event exceed the Option Period applicable to such Option.

9.3 If a Participant, being a Group Employee, ceases to be employed by the Company or any of its subsidiaries:

- (a) by reason of the company by which he is employed ceasing to be a company within the Group or the undertaking or part of the undertaking of such company being transferred otherwise than to another company within the Group; or

- (b) for any other reason, provided the Committee gives its consent in writing,

the Participant may, at the absolute discretion of the Committee, exercise any Option within such period after the date of such cessation of employment as may be determined by the Committee at its absolute discretion (but before the expiry of the Option Period in respect of that Option), and upon expiry of such period, the Option shall lapse. In exercising such discretion, the Committee may also determine the number of Shares in respect of which that Option may be exercised and the period during which such Option may continue to be exercisable, provided that such period shall not in any event exceed the Option Period applicable to such Option.

- 9.4 If a Participant dies, any Option which he was eligible to exercise at the date of his death, may be exercised by the personal representative of the Participant for up to six (6) months from the date his death, but in any case, no later than the last date of the relevant Option Period.
- 9.5 If a Participant, being a Group Non-executive Director, ceases to be a Director or any of its subsidiaries, as the case may be, for any reason whatsoever, any Option then held by him shall, to the extent unexercised, immediately lapse without any claim against the Company, unless otherwise determined by the Committee at its absolute discretion. In exercising such discretion, the Committee may also determine the number of Shares in respect of which that Option may be exercised and the period during which such Option may continue to be exercisable, provided that such period shall not in any event exceed the Option Period applicable to such Option.

10. TAKE-OVER AND WINDING-UP OF THE COMPANY

- 10.1 Notwithstanding Rule 8 of the Scheme, in the event of a take-over being made for the Shares, a Participant shall be entitled to exercise any Option held by him and as yet unexercised in respect of such number of Shares comprised in that Option (but excludes any Option which is then not yet exercisable pursuant to Rule 8.1 of the Scheme), in the period commencing on the date on which such offer is made or, if such offer is conditional, the date on which such offer becomes or is declared unconditional, as the case may be, and ending on the earlier of:

- (a) the expiry of six (6) months thereafter, unless prior to the expiry of such six (6)-month period, at the recommendation of the offeror and with the approvals of the Committee and (if so required) the SGX-ST, such expiry date is extended to a later date (in either case, being a date falling not later than the expiry of the Option Period relating thereto); or
- (b) the date of expiry of the Option Period relating thereto,

whereupon the Option then remaining unexercised shall lapse.

Provided that if during such period, the offeror becomes entitled or bound to exercise rights of compulsory acquisition under the provisions of the Companies Act and, being entitled to do so, gives notice to the Participants that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Participant until the expiry of such specified date or the expiry of the Option Period relating thereto, whichever is earlier. Any Option not so exercised shall lapse provided that the rights of acquisition or obligations to acquire shall have been exercised or performed, as the case may be. For the avoidance of doubt, the provisions of this Rule 10.1 of the Scheme shall not come into operation in the event that a take-over offer which is conditional does not become or is not declared unconditional.

- 10.2 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 (an “**Arrangement**”), each Participant shall be entitled, notwithstanding Rule 8 of the Scheme, to exercise any Option then held by him and as yet unexercised in respect of such number of Shares comprised in that Option (but excludes any Option which is then not yet exercisable pursuant to Rule 8.1 of the Scheme), during the period commencing on the date upon which the compromise or arrangement is sanctioned by the court and ending either on the expiry of 60 days thereafter or the date upon which the compromise or arrangement becomes effective, whichever is later (but not after the expiry of the Option Period relating thereto), whereupon the Option shall lapse and become null and void.
- 10.3 If an order is made for the winding-up of the Company on the basis of its insolvency, all Options, to the extent unexercised, shall lapse and become null and void.
- 10.4 In the event a notice is given by the Company to its members 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 soon after it dispatches such notice to each member of the Company give notice thereof to all Participants (together with a notice of the existence of the provision of this Rule 10.4 of the Scheme) and thereupon, each Participant shall be entitled to exercise any Option then held by him and as yet unexercised (excluding any Option which is then not yet exercisable pursuant to Rule 8.1 of the Scheme) at any time not later than two (2) Market Days prior to the proposed general meeting of the Company by giving notice in writing to the Company, accompanied by a remittance for the Aggregate Subscription Cost 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 or transfer the relevant Shares to the Participant credited as fully paid.

10.5 Notwithstanding the provisions of Rules 10.1, 10.2 and 10.4 of the Scheme, in the event of a general offer referred to in Rule 10.1 of the Scheme or the Arrangement referred to in Rule 10.2 of the Scheme or the winding-up referred to in Rule 10.4 of the Scheme, the Committee may in its absolute discretion and on such terms and conditions as it deems fit amend the vesting schedule or any other conditions of an Option to allow a Participant to exercise such number of shares comprised in that Option that would otherwise not be exercisable at the time of such general offer, Arrangement or winding-up of the Company.

10.6 To the extent that an Option is not exercised within the periods referred to in this Rule 10 of the Scheme, it shall lapse and become null and void.

11. EXERCISE OF OPTIONS, ALLOTMENT OR TRANSFER AND LISTING OF SHARES

11.1 Subject to Rule 8.1 of the Scheme, an Option may be exercised, in whole or in part, by a Participant giving notice in writing to the Company in or substantially in the form set out in Schedule C, subject to such modification as the Committee may from time to time determine. Such notice must be accompanied by payment for the Aggregate Subscription Cost in respect of the Shares for which that Option is exercised and any other documentation the Committee may require. An Option shall be deemed to be exercised upon receipt by the Company of the said notice, duly completed, and the Aggregate Subscription Cost. All payments made shall be made by cheque, cashiers' order or banker's draft made out in favour of the Company or such other mode of payment as may be acceptable to the Company.

11.2 The Company may procure either of the following in relation to the exercise of an Option as it deems fit at its sole and absolute discretion:

(a) the allotment and issuance of New Shares in respect of which such Option has been exercised by the Participant; and/or

(b) the delivery of existing Shares to the Participant (to the extent permitted by applicable law), whether such existing Shares are acquired pursuant to a share buyback mandate or held as treasury shares or otherwise.

11.3 Subject to such consents or other required action of any competent authority under any regulations or enactment for the time being in force as may be necessary and subject to the compliance with the terms of the Scheme and the Constitution, the Company shall, within one (1) month after the exercise of an Option, deliver the relevant existing Shares, or allot and issue the relevant New Shares and despatch to the CDP the relevant share certificates by ordinary post or such other mode as the Committee may deem fit. The Company shall, as soon as practicable after such allotment and issue or transfer, apply to the SGX-ST for permission to deal in and for quotation of such Shares, if necessary.

11.4 New Shares which are allotted and issued and/or existing Shares that are transferred on the exercise of an Option by a Participant shall be allotted and issued and/or transferred respectively in the name of the CDP to the credit of the Securities Account of that Participant maintained with the CDP, the securities sub-account of that Participant maintained with a Depository Agent or the CPF investment account maintained with a CPF agent bank (if relevant).

11.5 Shares allotted and issued and/or transferred on exercise of an Option shall:

(a) be subject to all the provisions of the Companies Act, the Constitution (including all provisions thereof relating to the voting, dividend, transfer and other rights attached to such Shares, including those rights which arise from a liquidation of the Company); and

(b) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares and shall in all other respects rank *pari passu* with other existing Shares then in

issue, save for any dividends or other distributions the Record Date for which precedes the date of exercise of the Option.

12. LIMITATION ON THE SIZE OF THE SCHEME

The aggregate number of Shares over which the Committee may grant Options on any date, when added to the number of Shares allotted and issued and issuable in respect of (a) all Options granted under the Scheme, and (b) all awards granted under any other share option, share incentive, performance share or restricted share plan implemented by the Company, whether exercised or not, and for the time being in force, shall not exceed 15% of the issued share capital of the Company (excluding treasury shares and subsidiary holdings) on the date preceding the Date of Grant of an Option.

13. ADJUSTMENT EVENTS

13.1 If a variation in the issued ordinary share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue, cancellation, reduction, subdivision, consolidation, distribution or conversion or otherwise) shall take place, then the Committee may determine whether:

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

shall be adjusted, and if so, the manner in which such adjustment shall be made.

13.2 Unless the Committee considers an adjustment to be appropriate, the issue of securities as consideration for an acquisition or any assets or a private placement of securities, or the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by the Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

13.3 Notwithstanding the provisions of Rules 13.1 and 13.2 of the Scheme:

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

13.4 Upon any adjustment required to be made pursuant to this Rule 13 of the Scheme, the Company shall notify the Participant (or his duly appointed personal representatives where applicable) in writing and deliver to him (or his duly appointed personal representatives where applicable) a statement setting forth the Exercise Price thereafter in effect and the class and/or number of Shares thereafter to be issued on the exercise of the Option. Any adjustment shall take effect upon such written notification being given.

14. ADMINISTRATION OF THE SCHEME

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

14.2 The terms of reference of the Committee are to, inter alia:

- (a) implement and administer the Scheme;
- (b) modify and/or amend the Scheme from time to time provided that such modifications and amendments are effected in accordance with the provisions of the Scheme;
- (c) determine the eligibility of individuals for participation in the Scheme;

- (d) offer and grant Options in accordance with the provisions of the Scheme; and
 - (e) allot and issue or transfer Ordinary Shares as may be required to be allotted and issued or transferred pursuant to the exercise of Options granted under the Scheme in accordance with the Scheme.
- 14.3 The Committee shall have the power, from time to time, to make and vary such regulations (not being inconsistent with the Scheme) for the implementation and administration of the Scheme as it thinks fit. Any matter pertaining or pursuant to the Scheme and any dispute and uncertainty as to the interpretation of the Scheme, any rule, regulation or procedure thereunder or any rights under the Scheme shall be determined by the Committee.
- 14.4 Neither the Scheme nor the grant of Options under the Scheme shall impose on the Company or the Committee any liability whatsoever in connection with:
- (a) the lapsing or early expiry of any Options pursuant to any provision of the Scheme;
 - (b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the Scheme; and/or
 - (c) any decision or determination of the Committee made pursuant to any provision of the Scheme.
- 14.5 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 be final, binding and conclusive.

15. NOTICES

- 15.1 Any notice required to be given by a Participant to the Company shall be sent or made to the principal place of business of the Company or such other addresses (including electronic mail addresses), and marked for the attention of the Committee, as may be notified by the Company to him in writing.
- 15.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address, electronic mail address according to the records of the Company or the last known address, electronic mail address of the Participant.
- 15.3 Any notice or other communication from a Participant to the Company shall be irrevocable, and shall not be effective until received by the Company. Any other notice or communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address specified in Rule 15.2 of the Scheme or, if sent by post, on the day following the date of posting or, if sent by electronic mail on the day of despatch.

16. MODIFICATIONS TO THE SCHEME

- 16.1 Any or all the provisions of the Scheme may be modified and/or altered at any time and from time to time by resolution of the Committee, except that:
- (a) no modification or alteration which materially and adversely alters the rights attaching to any Option granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if they exercised their Options in full, would thereby become entitled to not less than three-quarters (3/4) in number of all the Shares which would fall to be allotted and issued or transferred upon exercise in full of all outstanding Options;
 - (b) any modification or alteration which would be to the advantage of Participants under the Scheme shall be subject to the prior approval of the Company in general meeting; and
 - (c) any modification or alteration shall be made in compliance with the applicable rules of the SGX-ST and such other regulatory authorities as may be necessary.

For the purposes of Rule 16.1(a) of the Scheme, the opinion of the Committee as to whether any modification or alteration would materially and adversely alter the rights attaching to any Option shall be final and conclusive.

16.2 Notwithstanding anything to the contrary contained in Rule 16.1 of the Scheme, the Committee may at any time by resolution (and without other formality, save for the prior approval in-principle approval of the SGX-ST and such other regulatory authorities as may be necessary) amend or alter the Scheme in any way to the extent necessary to cause the Scheme to comply with any statutory provision or the provision or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).

16.3 Written notice of any modification or alteration made in accordance with this Rule 16 of the Scheme shall be given to all Participants.

17. TERMS OF EMPLOYMENT UNAFFECTED

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

18. DURATION OF THE SCHEME

18.1 The Scheme shall continue to be in force at the discretion of the Committee, subject to a maximum period of 10 years commencing on the Adoption Date, provided always that the Scheme may continue beyond the above stipulated period with the approval of the Company in general meeting and of any relevant authorities which may then be required.

18.2 The Scheme may be terminated at any time at the discretion of the Committee. If the Scheme is so terminated, no further Options shall be offered by the Company hereunder.

18.3 The termination of the Scheme shall not affect Options which have been granted and accepted as provided in Rule 6.4 of the Scheme, whether such Options have been exercised (whether fully or partially) or not.

19. TAXES

All taxes (including income or income related taxes and all income related statutory contributions including those incurred by the Company) arising from the exercise of any Option granted to any Participant under the Scheme shall be borne by that Participant.

20. COSTS AND EXPENSES OF THE SCHEME

Save for the taxes referred to in Rule 19 of the Scheme and such other costs and expenses expressly provided in the Scheme to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the Scheme including but not limited to the fees, costs and expenses relating to the allotment and issue of Shares pursuant to the exercise of any Option shall be borne by the Company.

21. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Committee and the Company shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and howsoever arising in any event, including but not limited to the Company's delay in issuing the Shares or applying for or procuring the listing of the Shares on the SGX-ST in accordance with Rule 11 of the Scheme.

22. DISCLOSURE IN ANNUAL REPORT

The following disclosures (as applicable) will be made by the Company in its annual report for so long as the Scheme continues in operation:

- (a) the names of the members of the Committee administering the Scheme;
- (b) the information in respect of Options granted to the following Participants in the table set out below:
 - (i) Directors;
 - (ii) Participants who are Controlling Shareholders of the Company and their Associates; and

APPENDIX A – RULES OF THE CREATIVE SHARE OPTION SCHEME (2019)

- (iii) Participants, other than those in (i) and (ii) above, who receive five per cent (5%) or more of the total number of Shares available under the Scheme;

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

- (c) the number of Discounted Price Options during the financial year under review in the following bands:

Discount to the Market Price	Aggregate number of Discounted Price Options granted during the financial year under review	Proportion of Discounted Price Options to the aggregate number of Options granted during the financial year under review
Less than or equal to 10%		
More than 10% but less than or equal to 20%		

- (d) such other information as may be required by the Listing Manual or the Companies Act.

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

23. DISPUTES

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

24. ABSTENTION FROM VOTING

Shareholders who are entitled to participate in the Scheme, including Directors who are also Shareholders, shall abstain from voting on any resolution of the Company at the EGM relating to the Scheme. Such Shareholders also should not accept nominations as proxies for any other Shareholder for voting at the EGM in respect of any resolution relating to the Scheme, unless the Shareholder concerned shall have given specific instructions in his proxy form as to the manner in which votes are to be cast in respect of any resolution relating to the Scheme.

25. GOVERNING LAW

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

CREATIVE SHARE OPTION SCHEME (2019)

LETTER OF OFFER

Private and Confidential

Date:

Ref: [Reference]

To: [Name]
[Address]

Dear [Name],

We have the pleasure of informing you that you have been nominated by the Committee appointed by the Board of Directors of the Company to participate in the Creative Share Option Scheme (2019) (the “**Scheme**”).

We hereby offer to grant you Options, in consideration of the payment of a sum of S\$1.00, to subscribe for and be allotted [Number] ordinary shares in the Company at a price of [Exercise Price] per Share. The Options shall be subjected to the terms of the Scheme, a copy of which is enclosed. The Options shall vest in accordance with the following schedule:

[Vesting Schedule]

The Options are personal to you and shall not be transferable, assignable or chargeable to any other persons save as provided in the Scheme.

As the terms and sizes of the option grants to each person are considered by the Company to be highly confidential information of the Company, we ask that you treat this information as you would other confidential information of the Company. In addition, by accepting this option grant, you will be taken to have specifically agreed not to disclose this information to any other person(s), whether they are employees of the Company or not, except to (1) your personal attorney, investment advisor and/or tax advisor, (2) your spouse, and (3) senior management of the Company or representative(s) authorised by senior management. Breach of this confidentiality requirement will be treated as a serious and material breach of both the option grant itself and your general confidentiality obligations to 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 5.00 p.m. on [Date], failing which this offer will lapse.

Yours faithfully,

[Name]
For and on behalf of
Creative Technology Ltd

CREATIVE SHARE OPTION SCHEME (2019)

ACCEPTANCE FORM

PRIVATE AND CONFIDENTIAL

Date:

Ref:

To: The Company Secretary
Creative Technology Ltd
31 International Business Park, #03-01
Singapore 609921

Closing Date for Acceptance of Offer : _____

Number of Shares Offered : _____

Exercise Price for each Share : _____

Total Amount Payable : _____

I have read your Letter of Offer dated [Date] and agree to be bound by the terms of the Creative Share Option Scheme (2019) stated therein. I hereby accept the Option to subscribe for [Number] ordinary shares in the capital of the Company at [Exercise Price] per share and enclose cash for S\$1.00 in payment for the purchase of the Option.

I confirm that my acceptance of the Option will not result in the contravention of any applicable law or regulation in relation to the ownership of shares in the Company or options to subscribe for or purchase such shares.

I agree to keep all information pertaining to the grant of the Option to me confidential.

I further acknowledge that you have not made any representation to induce me to accept the offer and that the terms of the Letter of Offer (together with the terms of the Scheme) and this Acceptance Form constitute the entire agreement between us relating to the Option.

Please print in block letters

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

*NRIC/Passport No. : _____

Signature : _____

Date : _____

Note:
* Delete accordingly

CREATIVE SHARE OPTION SCHEME (2019)

FORM OF EXERCISE OF OPTION

To: The Company Secretary
Creative Technology Ltd
31 International Business Park, #03-01
Singapore 609921

1. Pursuant to your Letter of Offer dated _____ and my acceptance thereof, I hereby exercise the Option to subscribe for _____ Shares in Creative Technology Ltd (the “**Company**”) at S\$_____ for each Share.
2. I enclose a *cheque/cashier’s order/banker’s draft/postal order no. _____ for S\$_____ by way of subscription for or purchase of, the total number of the said Shares.
3. I agree to subscribe for the said Shares subject to the terms of the Letter of Offer, the Creative Share Option Scheme (2019) and the constitution of the Company.
4. I declare that I am subscribing for the said Shares for myself and not as a nominee for any other person.
5. I request the Company to allot and issue and/or transfer the Shares in the name of The Central Depository (Pte) Limited (the “CDP”) for credit of my *Securities Account with the CDP/Sub-Account with the Depository Agent/CPF investment account with my Agent Bank specified below and I hereby agree to bear such fees or other charges as may be imposed by the CDP in respect thereof.

Signature & Date

Please print in block letters

Name in full : _____

Designation : _____

Address : _____

Nationality : _____

*NRIC/Passport No. : _____

*Direct Securities Account No. : _____

OR

*Sub-Account No. : _____

Name of Depository Agent : _____

OR

*CPF Investment Account No. : _____

Name of Agent Bank : _____

Signature : _____

Date : _____

Note:

* Delete accordingly

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting of Creative Technology Ltd (the **Company**) will be held at 31 International Business Park, #03-01, Singapore 609921 on 30 October 2019 at 11.00 a.m. (or immediately after the conclusion or adjournment of the Annual General Meeting of the Company to be held at 31 International Business Park, #03-01, Singapore 609921 on the same day and at the same place), for the purpose of considering and, if thought fit, passing, with or without amendments, the following resolution, which will be proposed as ordinary resolutions.

ORDINARY RESOLUTIONS

(1) Proposed Adoption of the Creative Share Option Scheme (2019)

That the share option scheme to be known as the Creative Share Option Scheme (2019) (the “**Scheme**”), the rules of which have been set out in the circular to Shareholders dated 8 October 2019 (the “**Circular**”), be and is hereby approved and adopted substantially in the form set out in the rules of the Scheme, and the Directors of the Company be and are hereby authorised:

- (a) to establish and administer the Scheme;
- (b) to modify and/or amend the Scheme from time to time provided that such modifications and/or amendments are effected in accordance with the provisions of the Scheme and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Scheme; and
- (c) to offer and grant Options in accordance with the rules of the Scheme and to allot and issue and/or transfer from time to time such number of shares in the capital of the Company as may be required to be issued and/or transferred pursuant to the exercise of the Options under the Scheme provided that the aggregate number of Shares issued and issuable pursuant to the Scheme and any other share-based incentive schemes of the Company shall not exceed 15% of the issued shares of the Company from time to time (excluding Treasury Shares).

(2) Proposed Grant of Options at a Discount under the Creative Share Option Scheme (2019)

That subject to and contingent upon Resolution (1) being passed, the Directors of the Company be and are hereby authorised to grant Options in accordance with the rules of the Scheme with exercise prices set at a discount not exceeding twenty per cent (20%) to the Market Price, provided that such discount does not exceed the relevant limits as may be set by Singapore Exchange Securities Trading Limited from time to time.

All capitalised terms used in this Notice of EGM which are not defined herein shall have the same meaning ascribed to them in the Circular to Shareholders dated 8 October 2019.

By Order of the Board

NG KEH LONG
Company Secretary
Singapore
8 October 2019

IMPORTANT: PLEASE READ NOTES

1.
 - (a) *A member, who is not a relevant intermediary, is entitled to appoint not more than two proxies to attend, speak and vote on his/her behalf at the Extraordinary General Meeting (EGM). Where a member appoints more than one proxy, he/she shall specify the proportion of his/her shares to be represented by each proxy in the form of proxy.*
 - (b) *A member, who is a relevant intermediary, is entitled to appoint more than two proxies to attend, speak and vote at the EGM, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy. Relevant intermediary has the meaning ascribed to it in section 181 of the Companies Act (Chapter 50) of Singapore which means:
 - (i) *A banking corporation licensed under the Banking Act, Chapter 19, or its wholly-owned subsidiary which provides nominee services and holds shares in that capacity;*
 - (ii) *A capital markets services licence holder which provides custodial services for securities under the Singapore Securities and Futures Act, Chapter 289, and who holds shares in that capacity; or*
 - (iii) *The Central Provident Fund (CPF) Board established by the CPF Act, Chapter 36, in respect of shares purchased on behalf of CPF investors.**
2. *A proxy need not be a member of the Company.*
3. *The instrument appointing a proxy or proxies must be deposited at the Company's registered office at 31 International Business Park, #03-01, Singapore 609921, not less than 72 hours before the time fixed for holding the EGM.*
4. *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 at the EGM, in accordance with section 179 of the Singapore Companies Act, Chapter 50.*
5. *A Depositor's name must appear on the Depository Register maintained by The Central Depository (Pte) Limited 72 hours before the time fixed for holding the EGM in order for the Depositor to be entitled to attend and vote at the EGM.*
6. *Completion and return of an instrument appointing a proxy or proxies shall not preclude a member from attending and voting at the Extraordinary General Meeting. Any appointment of a proxy or proxies shall be deemed to be revoked if a member attends the Extraordinary General Meeting in person, and in such event, the Company reserves the right to refuse to admit any person or persons appointed under the instrument of proxy, to the EGM.*
7. ***Personal Data Privacy: Where a member of the Company submits an instrument appointing a proxy(ies) and / or representative(s) to attend, speak and vote at the EGM and / or any adjournment thereof, the member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and / or guidelines (collectively, the "Purposes"); (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and / or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and / or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and / or representative(s) for the Purposes; and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.***

IMPORTANT

1. A relevant intermediary as defined in section 181 of the Companies Act, Cap. 50 of Singapore may appoint more than two proxies to attend, speak and vote at the Extraordinary General Meeting (please see Note 2 for the definition of "Relevant Intermediary").
2. For CPF/SRS investors who have used their CPF/SRS monies to buy Creative Technology Ltd's shares, this proxy form is not valid for use by them and shall be ineffective for all intents and purposes if used or purported to be used by them.
3. CPF/SRS investors should contact their respective Agent Banks/SRS Operators if they have any queries regarding their appointment as proxies.

Personal Data Privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member of the Company accepts and agrees to the personal data privacy terms set out in the Notice of the Extraordinary General Meeting dated 8 October 2019.

**EXTRAORDINARY GENERAL MEETING
 PROXY FORM**

I/We _____

of _____

being a member/members of Creative Technology Ltd (the "Company") hereby appoint:

NAME	ADDRESS	NRIC/ PASSPORT NO.	PROPORTION OF SHAREHOLDINGS (%)

and/or (delete as appropriate)

NAME	ADDRESS	NRIC/ PASSPORT NO.	PROPORTION OF SHAREHOLDINGS (%)

or failing him, the Chairman of the meeting, as my/our proxy/proxies to vote for me/us on my/our behalf at the Extraordinary General Meeting of Creative Technology Ltd to be held on 30 October 2019 at the Company's office at 31 International Business Park, #03-01, Singapore 609921, and at any adjournment thereof. I/We have indicated with an "X" against the Resolution set out in the Notice of Extraordinary General Meeting and summarised below how I/we wish my/our proxy/proxies to vote. If no specific direction as to voting is given, the proxy/proxies may vote or abstain from voting at his/her/their discretion.

NO.	RESOLUTION*	FOR**	AGAINST**
	<u>AS ORDINARY RESOLUTION:</u>		
1	The proposed adoption of the Creative Share Option Scheme (2019) (the "Scheme")		
2	The proposed grant of options at a discount under the Scheme		

* Please refer to the Notice of Extraordinary General Meeting for the full text of the resolution.

** Please indicate your vote "For" or "Against" with an "X" within the box provided.

Dated this _____ day of _____ 2019.

Total Number of Shares

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

IMPORTANT: PLEASE READ NOTES OVERLEAF



NOTES:

1. Please insert the total number of Shares held by you. If you have Shares entered against your name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act, Chapter 289 of Singapore), 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 or proxies shall be deemed to relate to all the Shares held by you.

2. (a) A member of the Company who is not a relevant intermediary is entitled to appoint not more than two (2) proxies to attend, speak and vote at the Extraordinary General Meeting. Where such member's form of proxy appoints more than one proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the form of proxy.

(b) A member of the Company who is a relevant intermediary is entitled to appoint more than two (2) proxies to attend, speak and vote at the Extraordinary General Meeting, but each proxy must be appointed to exercise the rights attached to a different share or shares held by such member. Where such member's form of proxy appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specified in the form of proxy.

"Relevant intermediary" has the meaning ascribed to it in Section 181 of the Companies Act, Chapter 50 of Singapore.

3. Where a member appoints two (2) proxies, he/she shall specify the proportion of his/her shareholding (expressed as a percentage of the whole) to be represented by each proxy. If the proportion of shareholding is not specified, the Company shall be entitled to treat the first named proxy as representing the entire number of Shares entered against his/her name in the Depository Register and the entire number of shares registered in his/her name in the Register of Members, and any second named proxy as an alternate to the first named proxy.
4. A corporation which is a member may appoint an authorised representative or representatives in accordance with Section 179 of the Companies Act, Chapter 50 of Singapore to attend and vote for and on behalf of such corporation.
5. The instrument appointing a proxy or proxies must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing a proxy or proxies is executed by a corporation, it must be executed either under its common seal or signed on its behalf by an officer or attorney duly authorised in writing.
6. Where an instrument appointing a proxy is signed on behalf of the appointor by the attorney, the letter or power of attorney or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the instrument of proxy, failing which the instrument may be treated as invalid.
7. The instrument appointing a proxy or proxies must be deposited at the registered office of the Company at 31 International Business Park, #03-01, Singapore 609921, not less than 72 hours before the time appointed for holding the Extraordinary General Meeting of the Company.
8. Any proxy given pursuant to the solicitation may be revoked by the person giving it at any time before its use by delivering to the Company (Attention: Mr. Ng Keh Long, Company Secretary) a written notice of revocation or a duly executed proxy bearing a later date or by attending the meeting and voting in person.

General:

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

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member of the Company accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 8 October 2019.