

DBSH SCRIP DIVIDEND SCHEME STATEMENT

(as amended on 24 July 2015)

DBSH Scrip Dividend Scheme Statement

This Statement contains the terms and conditions of the DBS Group Holdings Ltd's Scrip Dividend Scheme ("**DBSH Scrip Dividend Scheme**") under which persons registered in the Register of Members of DBS Group Holdings Ltd ("**Company**") or, as the case may be, the Depository Register (as defined below) as the holders of fully paid ordinary shares in the Company ("**Shareholders**") may elect to receive fully paid ordinary shares in the capital of the Company ("**Ordinary Shares**") in lieu of the cash amount of any dividend (including any interim, final, special or other dividend) which is declared on the Ordinary Shares held by them.

Summary of Main Features

The DBSH Scrip Dividend Scheme provides Shareholders with the option to elect to receive Ordinary Shares in lieu of the cash amount of any dividend (including any interim, final, special or other dividend) ("**Dividend**") declared on their holding of Ordinary Shares.

Under present law in Singapore, there is no brokerage, stamp duty or other transaction costs payable on Ordinary Shares allotted under the DBSH Scrip Dividend Scheme.

All Shareholders are eligible to participate in the DBSH Scrip Dividend Scheme, subject to the Prescribed Limits (as defined below) and the restrictions on Overseas Shareholders (as defined below) more particularly described below and except for such other Shareholders or class of Shareholders as the Directors of the Company ("**Directors**") may in their discretion decide.

Shareholders may elect to participate in respect of, as may be determined by the Directors in their discretion, all or part only of their holding of Ordinary Shares in respect of any Qualifying Dividend (as defined below) and may make a permanent election to participate in respect of all of their holding of Ordinary Shares for all future Qualifying Dividends. Shareholders receiving more than one Notice of Election (as defined below) may elect to participate in respect of their holding of Ordinary Shares to which one Notice of Election relates and elect not to participate in respect of their holding of Ordinary Shares to which any other Notice of Election relates. Where a permanent election has been made, participating Shareholders may, by giving the appropriate notice, cancel their participation and withdraw from the DBSH Scrip Dividend Scheme.

The Directors may, in their absolute discretion, determine that the DBSH Scrip Dividend Scheme will apply to any particular Dividend. An announcement will be made by the Company as soon as practicable following the determination by the Directors that the DBSH Scrip Dividend Scheme is to apply to a particular Dividend, and in any event, by no later than the next Market Day (as defined below) immediately following the Books Closure Date (as defined below) in respect of that particular Dividend. Unless the Directors have determined that the DBSH Scrip Dividend Scheme will apply to any particular Dividend, the Dividend concerned will be paid in cash to the Shareholders in the usual way.

Ordinary Shares allotted under the DBSH Scrip Dividend Scheme will rank *pari passu* in all respects with the Ordinary Shares then in issue save only as regards participation in the Qualifying Dividend which is the subject of the election (including the right to make any election pursuant to the DBSH Scrip Dividend Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the Qualifying Dividend which is the subject of the election, unless the Directors shall otherwise specify.

Participation in the DBSH Scrip Dividend Scheme is optional.

How to Join

A Shareholder wishing to receive Ordinary Shares in respect of any Qualifying Dividend or to make a permanent election to receive Ordinary Shares in respect of all future Qualifying Dividends to which a Notice of Election received by him relates should complete such Notice of Election and submit it to the Company or, if the Shareholder is a depositor (as defined below), to CDP (as defined below), in the manner described in the Notice of Election. A Shareholder receiving more than one Notice of Election and wishing to receive Ordinary Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all his holding of Ordinary Shares or to make a permanent election to receive Ordinary Shares in respect of all future Qualifying Dividends must complete all the Notices of Election received by him and submit the completed Notices of Election to the Company and/or CDP, as the case may be.

To be effective in respect of any Qualifying Dividend to which a Notice of Election relates, such duly completed Notice of Election must be received by the Company or (as the case may be) CDP no later than the date to be specified by the Directors in respect of that Qualifying Dividend.

Terms and Conditions of DBSH Scrip Dividend Scheme

1. Establishment

The DBSH Scrip Dividend Scheme has been established by the Directors.

2. Terms and Conditions

The following are the Terms and Conditions of the DBSH Scrip Dividend Scheme. In these Terms and Conditions:

- (1) “**Act**” shall mean the Companies Act, Chapter 50 of Singapore (or its successor statute), as amended from time to time;
- (2) “**Banking Act**” shall mean the Banking Act, Chapter 19 of Singapore (or its successor statute), as amended from time to time;
- (3) “**Books Closure Date**” shall mean the date to be determined by the Directors on which the Transfer Books and Register of Members of the Company will be closed for the purpose of determining the entitlements of Shareholders to a Dividend and is the day immediately preceding the first day of the Books Closure Period;

- (4) **“Books Closure Period”** shall mean the period to be determined by the Directors during which the Transfer Books and Register of Members of the Company will be closed for the purpose of determining the entitlements of Shareholders to a Dividend;
- (5) **“CDP”** shall mean The Central Depository (Pte) Limited or any successor entity thereto;
- (6) **“depositor”, “depository agent” and “Depository Register”** shall have the respective meanings ascribed to them in the Act;
- (7) **“Market Day”** shall mean a day on which the SGX-ST (as defined below) is open for trading in securities;
- (8) **“Prescribed Limits”** shall mean the shareholding limits applicable to the Company and the Ordinary Shares as prescribed by the Banking Act from time to time;
- (9) **“Qualifying Dividend”** shall mean any Dividend to which the DBSH Scrip Dividend Scheme (as determined by the Directors as provided below) applies; and
- (10) **“SGX-ST”** shall mean Singapore Exchange Securities Trading Limited or any successor entity thereto.

Any provision in these Terms and Conditions requiring any notice, form or other document to be completed by a Shareholder may be satisfied by the signing of such notice, form or other document by the Shareholder or by way of an electronic communication via the execution of any on-line act, procedure or routine designated by the Company to signify the intention of the Shareholder to be bound by such communication. By making an electronic communication, a Shareholder is deemed to have agreed that he shall have no claim whatsoever against the Company for any delay, failure or inaccuracy in the recording, storage, transmission or delivery of data delivery or communication (in each case whether or not within the control of the Company) or for any compensation, loss or damages in connection therewith or in relation thereto.

3. Eligibility

All Shareholders are eligible to participate in the DBSH Scrip Dividend Scheme subject to the Prescribed Limits and the restrictions on Overseas Shareholders, more particularly described below, and except that participation in the DBSH Scrip Dividend Scheme shall not be available to such Shareholders or class of Shareholders as the Directors may in their discretion determine, and further subject to the requirement that such participation by the Shareholder will not result in a breach of any other restriction on such Shareholder’s holding of Ordinary Shares which may be imposed by any statute, law or

regulation in force in Singapore or any other relevant jurisdiction, or by the Articles of Association of the Company.

4. Prescribed Limits

Shareholders may not participate in the DBSH Scrip Dividend Scheme in relation to any Qualifying Dividend where such participation may result in such Shareholder whether alone or together with his associates (as defined in the Banking Act) holding or controlling Ordinary Shares in excess of any of the Prescribed Limits without first obtaining the requisite approvals under the Banking Act.

The Directors reserve the right not to allot any Ordinary Shares under the DBSH Scrip Dividend Scheme to any person if, in their opinion, such allotment will result in any of the Prescribed Limits being exceeded, and that person who would otherwise be entitled to receive Ordinary Shares will instead be paid his total entitlement to the Qualifying Dividend in cash in the usual way.

5. Overseas Shareholders

For practical reasons and to avoid any violation of the securities laws applicable in countries outside Singapore where Shareholders may have their registered addresses, the DBSH Scrip Dividend Scheme may, at the discretion of the Directors, not be offered to Shareholders with registered addresses outside Singapore and who have not provided to the Company or (as the case may be) CDP, not later than three Market Days prior to the Books Closure Date, addresses in Singapore for the service of notices and documents ("**Overseas Shareholders**").

No Overseas Shareholder shall have any claim whatsoever against the Company, the Company's share registrar, CDP or any of their respective agents as a result of the DBSH Scrip Dividend Scheme not being offered to such Overseas Shareholders.

If the Directors have decided not to offer the DBSH Scrip Dividend Scheme to Overseas Shareholders, Overseas Shareholders who receive or come to have in their possession this Statement and/or a Notice of Election may not treat the same as an invitation to them and are advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the DBSH Scrip Dividend Scheme as may be applicable to them.

Overseas Shareholders who wish to be eligible to participate in the DBSH Scrip Dividend Scheme may provide an address in Singapore for the service of notices and documents by notifying the Company c/o the Company's share registrar, Tricor Barbinder Share Registration Services, currently at 80 Robinson Road, #02-00, Singapore 068898 (or such other address as may be announced by the Company from time to time) or, if the Overseas Shareholder is a depositor, to CDP currently at 9 North Buona Vista Drive, #01-19/20 The Metropolis, Singapore 138588 (or such other address as may be announced by the Company from time to time) not later than three Market Days prior to the Books Closure Date. Shareholders should note that all correspondence and notices will be sent to their last registered addresses with the Company or, as the case may be, CDP.

6. Level of Participation

A member, including one who is a depository agent or nominee company of a bank, merchant bank, stockbroker or other financial institution, holding Ordinary Shares as custodian, may elect to participate in the DBSH Scrip Dividend Scheme ("**Participating Shareholder**") in respect of all or, at the discretion of the Directors, part only of his or its holding of Ordinary Shares as at each Books Closure Date to which each Notice of Election received by him or it relates for a Qualifying Dividend ("**Participating Shares**").

7. Permanent Election

Any permanent election to participate in the DBSH Scrip Dividend Scheme is personal to the Shareholder.

A Shareholder may make a permanent election in the manner set out below for participation in respect of all future Qualifying Dividends, and where a permanent election in respect of his holdings of Ordinary Shares to which a Notice of Election relates has been made, unless and until a notice of cancellation in such form as the Directors may approve ("**Notice of Cancellation**") in relation to such Notice of Election is received by the Company or (as the case may be) CDP as provided below, the permanent election shall be effective for all future Qualifying Dividends in respect of such Notice of Election. A notice of cancellation of participation in the DBSH Scrip Dividend Scheme on any other form will not be accepted by the Company or (as the case may be) CDP.

8. Notice of Election to Participate

The Company will, at its discretion, send to each Shareholder one or more notices of election (in such form and through such medium as the Directors may approve) ("**Notices of Election**") unless a permanent election in respect of such Notice of Election has been made.

To be effective in respect of any Qualifying Dividend (unless a permanent election has already been made), the duly completed Notice of Election must be submitted to, and received by, the Company or, in the case of a Notice of Election being submitted by a Shareholder who is a depositor, by CDP, by the date and time to be specified by the Directors in respect of that Qualifying Dividend, in the manner described in the Notice of Election.

A Shareholder receiving two or more Notices of Election and wishing to receive Ordinary Shares in respect of all of his entitlement to the Qualifying Dividend in respect of all his holding of Ordinary Shares must complete and submit all the Notices of Election received by him to the Company and/or CDP, as the case may be, in the manner described in the Notice of Election. A notice of election to participate in the DBSH Scrip Dividend Scheme on any other form will not be accepted by the Company or (as the case may be) CDP.

If a Notice of Election in relation to a permanent election is received after the date specified by the Directors for any particular Qualifying Dividend, the Notice of Election will not, unless otherwise determined by the Directors, be effective for that Qualifying Dividend or for any future Qualifying Dividends in respect of such Notice of Election.

A Notice of Election (other than in relation to a permanent election) in respect of any Qualifying Dividend shall not, upon its receipt by the Company or (as the case may be) CDP, be withdrawn or cancelled.

A permanent election made in the Notice of Election will remain in force until cancelled in the manner provided below or until it becomes ineffective as provided in these Terms and Conditions. A Shareholder receiving more than one Notice of Election and wishing to make a permanent election in respect of all his holding of Ordinary Shares must complete all the Notices of Election received by him and submit the Notices of Election to the Company and/or CDP, as the case may be.

9. Extent of Application of DBSH Scrip Dividend Scheme to each Dividend

The Directors may, in their absolute discretion, in respect of any Dividend, determine whether the DBSH Scrip Dividend Scheme shall apply to such Dividend. If, in their absolute discretion, the Directors have not determined that the DBSH Scrip Dividend Scheme is to apply to a Dividend, such Dividend shall be paid in cash to Shareholders in the usual way.

10. Share Entitlement

By electing to participate in the DBSH Scrip Dividend Scheme in respect of any Notice of Election received by him, a Shareholder elects, in respect of any Qualifying Dividend to which such Notice of Election relates, to receive Ordinary Shares in lieu of the cash amount of the Qualifying Dividend.

In respect of any Qualifying Dividend, the number of Ordinary Shares to be allotted and issued to the Participating Shareholder electing to receive Ordinary Shares in respect of a Notice of Election shall be calculated in accordance with the following formula:

$$N = \frac{S \times D}{V}$$

Where:

N is the number of Ordinary Shares to be allotted and issued as fully paid to the Participating Shareholder in respect of such Notice of Election.

S is the number of Participating Shares held by the Participating Shareholder as at the Books Closure Date for which such Notice of Election relates.

D is the amount of the Qualifying Dividend to which such Notice of Election relates expressed in cents and fractions of a cent per Participating Share.

V is the issue price of an Ordinary Share, which shall for the purpose of calculating the number of Ordinary Shares to be allotted and issued as fully paid to a Participating Shareholder, pursuant to the DBSH Scrip Dividend Scheme, be an amount in Singapore Dollars determined by the Directors ("**Relevant Amount**"), which Relevant Amount shall not be set at more than 10% discount to, nor shall it exceed the average of the last dealt prices of one Ordinary Share on the SGX-ST for each of the Market Days during such period as may be determined by the Directors prior to the announcement of the application of the DBSH Scrip Dividend Scheme to such Dividend ("**Price Determination Period**"). In the event that there is no trading in the Ordinary Shares during the Price Determination Period, the Relevant Amount shall not exceed the average of the last dealt prices of the Ordinary Share on the SGX-ST for each of the Market Days during a period to be determined by the Directors and announced by the Company.

The Directors shall have full power to make such provisions as they think fit where the number of Ordinary Shares calculated in accordance with the above formula becomes attributable in fractions, including provisions as to rounding, or whereby fractional entitlements are otherwise dealt with in such manner as they may deem fit in the interests of the Company.

11. Terms of Allotment

All Ordinary Shares allotted under the DBSH Scrip Dividend Scheme will be allotted as fully paid.

All such Ordinary Shares shall rank *pari passu* in all respects with all existing Ordinary Shares then in issue save only as regards participation in the Qualifying Dividend which is the subject of the election (including the right to make any election pursuant to the DBSH Scrip Dividend Scheme) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the Qualifying Dividend which is the subject of the election, unless the Directors shall otherwise specify.

Participating Shareholders who are depositors will have the Ordinary Shares credited to their CDP accounts. In other cases, certificates for the Ordinary Shares will be despatched to Shareholders at their risk, at their registered addresses in Singapore.

12. Cost to Participants

Under present law in Singapore, brokerage or other transaction costs and Singapore stamp duty will not be payable by Participating Shareholders on Ordinary Shares allotted under the DBSH Scrip Dividend Scheme.

13. Cancellation of Participation

A Participating Shareholder may cancel his permanent election to participate in the DBSH Scrip Dividend Scheme in relation to any Notice of Election by completing and submitting to the Company or (as the case may be) CDP, a Notice of Cancellation in such form as the Directors may approve (a notice of cancellation of participation in the DBSH Scrip Dividend Scheme in any other form will not be accepted by the Company or (as the case may be) CDP) in relation to such Notice of Election.

To be effective in respect of any Qualifying Dividend, the duly completed Notice of Cancellation must be submitted to, and received by, the Company or (as the case may be) CDP, by the date and time to be specified by the Directors for that Qualifying Dividend and in the manner described in the Notice of Cancellation, failing which the Notice of Cancellation will not, unless otherwise determined by the Directors, be effective for that Qualifying Dividend or for any future Qualifying Dividends in respect of such Notice of Election.

Where a Participating Shareholder gives notice to the Company or, if the Participating Shareholder is a depositor, to CDP, of a change of his registered address for the service of notices and documents from an address within Singapore to an address outside Singapore, he shall, unless otherwise determined by the Directors, thereupon be considered an Overseas Shareholder. Any permanent election to participate in the DBSH Scrip Dividend Scheme by such Participating Shareholder shall, unless otherwise determined by the Directors, be deemed to have been cancelled by him upon receipt by the Company or, as the case may be, CDP of such change of address notification.

If a Participating Shareholder, who is an individual, dies, any permanent election to participate in the DBSH Scrip Dividend Scheme by that Shareholder will cease upon receipt by the Company or, if that Shareholder is a depositor, by CDP, of, *inter alia*, a Notice of Cancellation and notice of the death supported by such documentary evidence thereof acceptable to the Company or, as the case may be, CDP, and together with such other documentation as may be required by the Company or, as the case may be, CDP, or at such later date as the Directors in their discretion, upon request from the personal representative(s) of the deceased Participating Shareholder, may determine. If the personal representative(s) of a deceased Shareholder wish(es) to participate in the DBSH Scrip Dividend Scheme in respect of any Qualifying Dividend or in respect of all future Qualifying Dividends in relation to the Ordinary Shares forming part of the estate of the deceased Shareholder, the relevant Notices of Election must be submitted by such personal representative(s) in accordance with these Terms and Conditions and together with such other documentation as may be required by the Company or, as the case may be, CDP.

If a Shareholder becomes bankrupt or, in the case where the Shareholder is a company, is wound up, any permanent election to participate in the DBSH Scrip Dividend Scheme by that Shareholder will cease upon receipt by the Company or, if the Shareholder is a depositor, by CDP of, *inter alia*, a Notice of Cancellation and notice of the bankruptcy or, as the case may be, the winding up supported by such documentary evidence thereof acceptable to the Company or, as the case may be, CDP, and together with such other documentation as may be required by the Company or, as the case may be, CDP.

14. Cancellation of Application of the DBSH Scrip Dividend Scheme

Notwithstanding any provision in these Terms and Conditions, if at any time after the Directors have determined that the DBSH Scrip Dividend Scheme shall apply to any particular Dividend and before the allotment and issue of Ordinary Shares in respect of the Dividend, the Directors shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the DBSH Scrip Dividend Scheme in respect of the Dividend, the Directors may, at their absolute discretion and as they may deem fit in the interest of the Company and without assigning any reason therefor, cancel the application of the DBSH Scrip Dividend Scheme to the Dividend. In such event, the Dividend shall be paid in cash to Shareholders in the usual way.

15. Placement Arrangements

The Company may, from time to time and on such terms and conditions as the Directors in their absolute discretion deem fit, enter into arrangements for the placement, whether on an underwritten basis or otherwise, of all or part of any Relevant Shares (as defined below) to investors (such arrangements, “**Placement Arrangements**”).

“**Relevant Shares**” means, in relation to any Qualifying Dividend, new Ordinary Shares which are not taken up by Shareholders because they either have elected to receive their entitlements to that Qualifying Dividend in cash or are not eligible to elect to receive such entitlements in the form of new Ordinary Shares.

16. Collection, Use and Disclosure of Personal Data

For the purposes of implementing and administering the DBSH Scrip Dividend Scheme, responding to instructions or enquiries made or purportedly made by a Shareholder and enforcing rights or fulfilling obligations under any applicable laws, listing rules, regulations or guidelines or these Terms and Conditions, the Company and/or CDP will collect, use and disclose the personal data of Shareholders who are individuals, as contained in each submitted Notice of Election or Notice of Cancellation, or which is otherwise collected from Shareholders (or their authorised representatives) and public sources. Each Shareholder consents to the collection, use and disclosure of his personal data for all such purposes, including disclosure of data to related corporations of the Company, CDP and/or third parties who provide services to the Company and/or CDP, and to the collection, use and further disclosure by such parties for such purposes.

17. Modification and Termination of the DBSH Scrip Dividend Scheme

The DBSH Scrip Dividend Scheme may be modified or terminated at any time by the Directors.

In the case of a modification, the DBSH Scrip Dividend Scheme will continue as modified in relation to each Shareholder who has made a permanent election under the DBSH Scrip Dividend Scheme unless and until the Company or, if the Shareholder is a depositor, CDP receives a Notice of Cancellation in respect of a Notice of Election submitted by such Shareholder from him or it in accordance with these Terms and Conditions.

18. Governing Law

This Statement, the DBSH Scrip Dividend Scheme and the Terms and Conditions thereof shall be governed by, and construed in accordance with, the laws of Singapore.

SGX-ST Listing

The Ordinary Shares allotted under the DBSH Scrip Dividend Scheme have in-principle been accepted for listing by the SGX-ST and will be quoted upon completion of allotment procedures. However, the SGX-ST accepts no responsibility for any statement in this Statement.

Taxation

The Company takes no responsibility for the taxation liabilities of Participating Shareholders or the tax consequences of any election made by Shareholders. As individual circumstances and laws vary considerably, specific taxation advice should be obtained by Shareholders if required.

The Company accepts no responsibility for the correctness or accuracy of any information as to taxation liability set out in this Statement.

As a general indication, however, it is understood that as at the date of this Statement (as amended on 24 July 2015), under tax legislation in Singapore, the tax liability of a Shareholder will not alter, nor is there any tax advantage to be gained, by reason of having elected to participate in the DBSH Scrip Dividend Scheme.

Other Terms

The Ordinary Shares are offered on the terms and conditions set out in this Statement and in the applicable provisions of the Articles of Association of the Company. There are no other terms other than those implied by law or set out in publicly registered documents.

Enquiries

Enquiries about any aspect of the DBSH Scrip Dividend Scheme should be directed to:

DBSH Scrip Dividend Scheme
c/o Head, Investor Relations
DBS Group Holdings Ltd
12 Marina Boulevard
Marina Bay Financial Centre Tower 3
Singapore 018982

Responsibility Statement

This Statement has been seen and approved by all the Directors and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there are no material facts the omission of which would make any statement in this Statement misleading.