

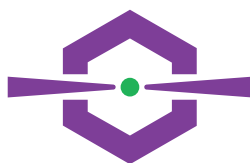
CIRCULAR DATED 30 SEPTEMBER 2025

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

This Circular is issued by Micro-Mechanics (Holdings) Ltd. (the “**Company**”). **If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser(s) immediately.**

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

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



MICRO-MECHANICS (HOLDINGS) LTD

(Incorporated in the Republic of Singapore)
(Company Registration No.: 199604632W)

CIRCULAR TO SHAREHOLDERS

in relation to

- (1) THE PROPOSED ADOPTION OF THE SHARE BUY-BACK MANDATE;**
- (2) THE PROPOSED ADOPTION OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025;**
- (3) THE PROPOSED PARTICIPATION BY MR KYLE CHRISTOPHER BORCH, A CONTROLLING SHAREHOLDER OF THE COMPANY, IN THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025; AND**
- (4) THE PROPOSED GRANT OF AN AWARD OF UP TO 100,000 SHARES TO MR KYLE CHRISTOPHER BORCH, A CONTROLLING SHAREHOLDER OF THE COMPANY, UNDER THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025.**

IMPORTANT DATES AND TIMES:

Last date and time for lodgement of Proxy Form	: 27 October 2025 at 4.00 p.m.
Date and time of Extraordinary General Meeting	: 30 October 2025 at 4.00 p.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 2.00 p.m. on the same day.
Place of Extraordinary General Meeting	: Big Picture Theatre, Level 9, Capital Tower, 168 Robinson Road, Singapore 068912

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DEFINITIONS

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

“ACRA”	:	The Accounting and Corporate Regulatory Authority of Singapore
“associate”	:	(a) In relation to any Director, chief executive officer, Substantial Shareholder or controlling shareholder (being an individual) means: (i) his immediate family; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of thirty per cent. (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 thirty per cent. (30%) or more
“associated company”	:	A company in which at least twenty per cent. (20%) but not more than fifty per cent. (50%) of its issued shares are held by the Company or the Group
“Average Closing Price”	:	The average of the closing market prices of the Shares over the last five (5) market days, on which transactions in the Shares were recorded, immediately preceding the date of the Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted in accordance with the listing rules of the SGX-ST for any corporate action which occurs during the relevant five-day period and the date of the Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase
“Award”	:	A contingent award of Shares granted under the PSP 2025
“Award Date”	:	The date on which the Award is granted pursuant to the rules of the PSP 2025

DEFINITIONS

“Award Letter”	:	A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee
“Board” or “Board of Directors”	:	The board of Directors of the Company as at the Latest Practicable Date
“CDP”	:	The Central Depository (Pte) Limited
“CEO”	:	Chief executive officer, and as at the Latest Practicable Date, Mr Kyle Borch is the CEO of the Company
“Circular”	:	This circular dated 30 September 2025
“Committee”	:	The Remuneration Committee of the Company, or such other committee comprising Directors duly authorised and appointed by the Board to administer the PSP 2025
“Companies Act”	:	The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
“Company”	:	Micro-Mechanics (Holdings) Ltd.
“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 a company
“controlling shareholder”	:	A person who: (a) holds directly or indirectly fifteen per cent. (15%) or more of the total voting rights in a company (unless the SGX-ST has determined such a person not to be a controlling shareholder); or (b) in fact exercises control over a company
“Council”	:	The Securities Industry Council
“Directors”	:	The directors of the Company as at the Latest Practicable Date, and “Director” shall be construed accordingly
“EGM”	:	The extraordinary general meeting of the Company to be held at Big Picture Theatre, Level 9, Capital Tower, 168 Robinson Road, Singapore 068912 on Thursday, 30 October 2025 at 4.00 p.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 2.00 p.m. on the same day at the same place), notice of which is set out on pages N-1 to N-7 of this Circular

DEFINITIONS

“EPS”	:	Earnings per Share
“FY” or “Financial Year”	:	Financial year ending or, as the case may be, ended 30 June
“FY2025”	:	Financial year ended 30 June 2025
“FY2026”	:	Financial year ending 30 June 2026
“Group”	:	The Company and its subsidiaries
“Group Employee”	:	Any employee of the Group (including any Group Executive Director who meets the relevant criteria and who shall be regarded as a Group Employee for the purposes of the PSP 2025) selected by the Committee to participate in the PSP 2025
“Group Executive Director”	:	A Director and/or director of any of the Company's subsidiaries, as the case may be, who performs an executive function
“Group Non-Executive Director”	:	A Director and/or director of any of the Company's subsidiaries, who performs a non-executive function
“KB Award”	:	An award of up to 100,000 Shares to Mr Kyle Borch, terms of which are set out in Section 5 of this Circular
“Latest Practicable Date”	:	17 September 2025, being the latest practicable date prior to the issue of this Circular
“Listing Manual”	:	The listing manual of the SGX-ST, as amended, modified or supplemented from time to time
“market day”	:	A day on which the SGX-ST is open for securities trading
“Market Purchases”	:	On-market purchases transacted through the SGX-ST's trading system and/or, as the case may be, such other stock exchange for the time being on which the Shares are listed and quoted, through one (1) or more duly licensed stockbrokers appointed by the Company for the purpose
“Maximum Price”	:	(a) In the case of a Market Purchase, 105 per cent. (105%) of the Average Closing Price of the Shares; and (b) In the case of an Off-Market Purchase, 120 per cent. (120%) of the Average Closing Price of the Shares
“Micro-Mechanics Performance Share Plan 2025” or “PSP 2025”	:	The proposed Micro-Mechanics Performance Share Plan 2025, rules of which are set out in Appendix A to this Circular and as may be modified or altered from time to time

DEFINITIONS

“Mr Chris Borch”	:	Mr Christopher Reid Borch, the Executive Chairman of the Company as at the Latest Practicable Date, and also a controlling shareholder holding approximately 43.43% in the issued share capital of the Company as at the Latest Practicable Date
“Mr Kyle Borch”	:	Mr Kyle Christopher Borch, an Executive Director and the CEO of the Company as at the Latest Practicable Date, and also a controlling shareholder holding approximately 32.89% in the issued share capital of the Company as at the Latest Practicable Date
“Notice of EGM”	:	The notice of EGM dated 30 September 2025
“NTA”	:	Net tangible assets
“Off-Market Purchases”	:	Off-market purchases effected in accordance with any equal access scheme(s) (as defined in Section 76C of the Companies Act) as may be determined or formulated by the Directors as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act and the Listing Manual
“Participant”	:	The holder of an Award (including, where applicable, the executor or personal representative of such holder) under the PSP 2025
“Performance Condition”	:	In relation to an Award, the condition(s) specified on the Award Date in relation to that Award
“Performance Period”	:	In relation to an Award, the period, as may be determined by the Committee at its discretion, during which the Performance Condition is to be satisfied
“Proposals”	:	The Proposed Adoption of the PSP 2025, the Proposed Adoption of the Share Buy-Back Mandate, the Proposed Grant of the KB Award to Mr Kyle Borch, and the Proposed Participation by Mr Kyle Borch in the PSP 2025, collectively
“Proposed Adoption of the PSP 2025”	:	The proposed adoption of the Micro-Mechanics Performance Share Plan 2025, as further elaborated in Section 3 of this Circular
“Proposed Adoption of the Share Buy-Back Mandate”	:	The proposed adoption of the Share Buy-Back Mandate, as further elaborated in Section 2 of this Circular
“Proposed Grant of the KB Award to Mr Kyle Borch”	:	The proposed grant of the KB Award to Mr Kyle Borch, as further elaborated in Section 5 of this Circular

DEFINITIONS

“Proposed Participation by Mr Kyle Borch in the PSP 2025”	:	The proposed participation by Mr Kyle Borch in the PSP 2025, as further elaborated in Section 4 of this Circular
“Release”	:	In relation to an Award, the release at the end of the Performance Period relating to that Award of all or some of the Shares to which that Award relates in accordance with the rules of the PSP 2025 and, to the extent that any Shares which are the subject of the Award are not released pursuant to the rules of the PSP 2025, the Award in relation to those Shares shall lapse accordingly, and “Released” shall be construed accordingly
“Released Award”	:	An Award which has been Released in accordance with the rules of the PSP 2025
“Relevant Period”	:	The period commencing from the date of the passing of the resolution relating to the Share Buy-Back Mandate, and expiring on the date the next AGM is held or is required by law to be held, whichever is the earlier
“Remuneration Committee”	:	The remuneration committee of the Company from time to time, and which, as at the Latest Practicable Date, comprises Mr Kwan Yew Kwong Kenny, Mr Kazuo Jozeph Takeda, and Ms Chua Siew Hwi
“Required Price”	:	In relation to the offer required to be made under the provisions of Rule 14.1 of the Take-over Code, the offer shall be in cash or be accompanied by a cash alternative at a price in accordance with Rule 14.3 of the Take-over Code which is the highest of the highest price paid by the offerors and/or person(s) acting in concert with them for the Shares (i) during the offer period and within the preceding six (6) months, (ii) acquired through the exercise of instruments convertible into securities which carry voting rights within six (6) months of the offer and during the offer period, or (iii) acquired through the exercise of rights to subscribe for, and options in respect of, securities which carry voting rights within six (6) months of the offer or during the offer period; or at such price as determined by the Council under Rule 14.3 of the Take-over Code
“Securities Accounts”	:	The securities accounts maintained by Depositors with CDP, but not including the securities accounts maintained with a Depository Agent
“SFA”	:	The Securities and Futures Act 2001 of Singapore, as amended, modified or supplemented from time to time
“SGXNET”	:	A system network used by listed companies to send information and announcements to the SGX-ST or any other system network prescribed by the SGX-ST

DEFINITIONS

“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Share Buy-Back”	:	The purchase or acquisition of the Shares by the Company pursuant to the Share Buy-Back Mandate, which can be by way of a Market Purchase or an Off-Market Purchase
“Share Buy-Back Mandate”	:	The general mandate given by Shareholders to authorise the Directors to purchase or acquire Shares in accordance with the terms set out in this Circular and the rules and regulations set forth in the Companies Act and the Listing Manual
“Shareholders”	:	The registered holders of Shares, except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares, mean, where the context admits, the Depositors whose Securities Accounts maintained with CDP are credited with Shares
“Shares”	:	Ordinary shares in the capital of the Company
“subsidiary”	:	Has the meaning ascribed to it in Section 5 of the Companies Act
“subsidiary holdings”	:	Shares referred to in Sections 21(4), 21(4B), 21(6A) and 21(6C) of the Companies Act
“Substantial Shareholder”	:	A person who has an interest or interests (directly or indirectly) in voting Shares representing not less than five per cent. (5%) of all the voting Shares
“Take-over Code”	:	The Singapore Code on Take-overs and Mergers, as amended, modified or supplemented from time to time
“treasury shares”	:	Shares which were (or are treated as having been) purchased by the Company in circumstances in which Section 76H of the Companies Act applies and have, since they were so purchased or acquired, been continuously held by the Company since such Shares were so purchased or acquired
“Vesting”	:	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and “Vest” and “Vested” shall be construed accordingly
“Vesting Date”	:	In relation to Shares which are the subject of a Released Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have Vested pursuant to the rules of the PSP 2025

DEFINITIONS

Currencies, units and others

“S\$” and “cents” : Singapore dollars and cents respectively, the lawful currency of the Republic of Singapore

“%” or “per cent.” : Percentage or per centum

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

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

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any term defined under the Companies Act, the Listing Manual, the SFA or any statutory modification thereof and used in this Circular shall, where applicable, have the meaning ascribed to it under the Companies Act, the Listing Manual, the SFA or any statutory modification thereof, as the case may be, unless the context otherwise requires.

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

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

LETTER TO SHAREHOLDERS



MICRO-MECHANICS (HOLDINGS) LTD
(INCORPORATED IN THE REPUBLIC OF SINGAPORE)
(COMPANY REGISTRATION NO.: 199604632W)

Directors:

Christopher Reid Borch	Executive Chairman
Kyle Christopher Borch	Executive Director
Kwan Yew Kwong Kenny	Lead Independent Director
Kazuo Jozeph Takeda	Independent Director
Chua Siew Hwi	Independent Director

Registered Office:

31 Kaki Bukit Place
Eunos Techpark
Singapore 416209

30 September 2025

To: The Shareholders of Micro-Mechanics (Holdings) Ltd.

Dear Sir/Madam

- (1) THE PROPOSED ADOPTION OF THE SHARE BUY-BACK MANDATE;**
- (2) THE PROPOSED ADOPTION OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025;**
- (3) THE PROPOSED PARTICIPATION BY MR KYLE CHRISTOPHER BORCH, A CONTROLLING SHAREHOLDER OF THE COMPANY, IN THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025; AND**
- (4) THE PROPOSED GRANT OF AN AWARD OF UP TO 100,000 SHARES TO MR KYLE CHRISTOPHER BORCH, A CONTROLLING SHAREHOLDER OF THE COMPANY, UNDER THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025.**

1. INTRODUCTION

1.1 EGM

The Directors are convening an EGM to be held at Big Picture Theatre, Level 9, Capital Tower, 168 Robinson Road, Singapore 068912 on Thursday, 30 October 2025 at 4.00 p.m. (or as soon as practicable immediately following the conclusion or adjournment of the Annual General Meeting of the Company to be held at 2.00 p.m. on the same day at the same place) to seek Shareholders' approval for:

- (a) (Ordinary Resolution 1) the proposed adoption of the Share Buy-Back Mandate;
- (b) (Ordinary Resolution 2) the proposed adoption of the Micro-Mechanics Performance Share Plan 2025;

LETTER TO SHAREHOLDERS

- (c) (Ordinary Resolution 3) the proposed participation by Mr Kyle Christopher Borch, a controlling shareholder of the Company, in the Micro-Mechanics Performance Share Plan 2025; and
- (d) (Ordinary Resolution 4) the proposed grant of an award of up to 100,000 Shares to Mr Kyle Christopher Borch, a controlling shareholder of the Company, under the Micro-Mechanics Performance Share Plan 2025,

(collectively, the “**Proposals**”).

The Notice of EGM is set out on pages N-1 to N-7 of this Circular.

1.2 Circular

The purpose of this Circular is to provide Shareholders with the relevant information relating to, and to seek Shareholders’ approval for, the Proposals to be tabled at the EGM.

If you are in any doubt as to the action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser(s) immediately.

1.3 INTER-CONDITIONALITY

Shareholders should note that:

- (a) the passing of Ordinary Resolution 1 relating to the Proposed Adoption of the Share Buy-Back Mandate is not conditional upon the passing of Ordinary Resolutions 2, 3 and 4 relating to the PSP 2025, and *vice versa*;
- (b) the passing of Ordinary Resolution 3 relating to the Proposed Participation by Mr Kyle Borch in the PSP 2025 is conditional upon the passing of Ordinary Resolution 2 relating to the Proposed Adoption of the PSP 2025, but not *vice versa*. This means if Ordinary Resolution 2 is not passed, Ordinary Resolution 3 will be deemed not to have been passed; and
- (c) the passing of Ordinary Resolution 4 relating to the Proposed Grant of the KB Award to Mr Kyle Borch is conditional upon the passing of Ordinary Resolution 2 relating to the Proposed Adoption of the PSP 2025 and Ordinary Resolution 3 relating to the Proposed Participation by Mr Kyle Borch in the PSP 2025, but not *vice versa*. This means if Ordinary Resolutions 2 and 3 are not passed, Ordinary Resolution 4 will be deemed not to have been passed.

1.4 SGX-ST

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

1.5 Legal Adviser

Shook Lin & Bok LLP has been appointed as the legal adviser to the Company in relation to the Proposals.

LETTER TO SHAREHOLDERS

2. THE PROPOSED ADOPTION OF THE SHARE BUY-BACK MANDATE

2.1 Background

It is a requirement under the Companies Act and the Listing Manual that a company which wishes to purchase or otherwise acquire its own shares must obtain the approval of its shareholders at a general meeting. Accordingly, approval is being sought from the Shareholders for the Proposed Adoption of the Share Buy-Back Mandate at the forthcoming EGM. If approved at the EGM, the Share Buy-Back Mandate will take effect from the date thereof and continue in force until the date of the next AGM of the Company or otherwise as set out in Section 2.3.2 below. The proposed renewal of the Share Buy-Back Mandate may be tabled at each subsequent AGM of the Company for Shareholders' approval, at the discretion of the Directors.

2.2 Rationale for the Share Buy-Back Mandate

The Company proposes to seek Shareholders' approval for the Proposed Adoption of the Share Buy-Back Mandate to give the Directors the flexibility to undertake Share Buy-Backs at any time when circumstances permit, with the objective of increasing Shareholders' value and to improve, *inter alia*, the return of equity of the Group. A Share Buy-Back made at an appropriate price level is one of the ways through which the return on equity of the Group may be enhanced.

The Directors believe that the Share Buy-Back Mandate provides the Company with a mechanism to facilitate the return of surplus cash over and above the Group's working capital requirements in an expedient and cost-efficient manner. Share Buy-Backs also allow the Directors to exercise control over the Company's share capital structure and may, subject to market conditions and funding arrangements at the time, lead to an enhancement of the NTA per Share and/or EPS. The Directors further believe that Share Buy-Backs may also help to mitigate short-term market volatility and offset the effects of share price speculation. Shares purchased by the Company and held in treasury may also be used for the purposes of or pursuant to any employees' share schemes implemented by the Company (including the PSP 2025 as proposed to be adopted at the EGM). The use of treasury shares in lieu of issuing new Shares would also mitigate the dilution impact (if any) on existing Shareholders, which may arise from the operation of such schemes.

If and when circumstances permit, the Directors will decide whether to effect the Share Buy-Backs via Market Purchases or Off-Market Purchases, after taking into account the amount of surplus cash available, the then prevailing market conditions and the most cost-effective and efficient approach.

Share Buy-Backs will only be undertaken as and when the Directors consider it to be in the best interests of the Company and/or Shareholders. Shareholders should note that although the Share Buy-Back Mandate will authorise purchases or acquisitions of Shares to be carried out up to the ten per cent. (10%) limit as elaborated in Section 2.3.1 below, the Company may not fully utilise the said ten per cent. (10%) limit. No Share Buy-Backs will be made in circumstances which the Directors believe will have or may have a material adverse effect on the public float, the liquidity and the orderly trading of the Shares, or the financial position, working capital requirements and gearing level of the Company and the Group.

LETTER TO SHAREHOLDERS

2.3 Authority and Limits of the Share Buy-Back Mandate

The authority and limitations placed on the purchase or acquisition of Shares by the Company under the Share Buy-Back Mandate are summarised below:

2.3.1 Maximum Number of Shares

Only Shares which are issued and fully paid-up may be purchased or acquired by the Company.

Rule 882 of the Listing Manual states that the total number of Shares that may be purchased is limited to that number of Shares representing not more than ten per cent. (10%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings) as at the date on which the resolution authorising the Share Buy-Back Mandate is passed. If the Company has, at any time during the period commencing from the date of the passing of the resolution relating to the Share Buy-Back Mandate and expiring on the date the next AGM is held or is required by law to be held, whichever is the earlier (i.e. the Relevant Period), reduced its share capital by a special resolution under Section 78C of the Companies Act, or the court has, at any time during the Relevant Period, made an order under Section 78I approving the reduction of the share capital of the Company, the total number of Shares shall be taken to be the total number of Shares as altered by the special resolution of the Company or the order of the court, as the case may be. Any Shares which are held as treasury shares and subsidiary holdings will be disregarded for purposes of computing the ten per cent. (10%) limit.

As at the Latest Practicable Date, the Company has no treasury shares or subsidiary holdings.

For illustrative purposes only, on the basis of 139,031,881 Shares in issue as at the Latest Practicable Date (excluding treasury shares and subsidiary holdings), and assuming that on or prior to the forthcoming EGM (i) no further Shares are issued, (ii) no Shares are purchased or acquired by the Company, and no further Shares purchased or acquired by the Company are held as treasury shares, and (iii) no Shares are held as subsidiary holdings, not more than 13,903,188 Shares (representing ten per cent. (10%) of the total number of issued Shares excluding treasury shares and subsidiary holdings as at that date) may be purchased or acquired by the Company pursuant to the Share Buy-Back Mandate.

2.3.2 Duration of Authority

The authority conferred on the Directors pursuant to the Share Buy-Back Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the date of the EGM on which the Share Buy-Back Mandate is approved and expiring on the earliest of the following dates:

- (a) the date on which the next AGM is held or required by law to be held;
- (b) the date on which the purchases or acquisitions of Shares pursuant to the Share Buy-Back Mandate are carried out to the full extent mandated; or

LETTER TO SHAREHOLDERS

- (c) the date on which the authority conferred by the Share Buy-Back Mandate is varied or revoked by the Shareholders in general meeting.

The Share Buy-Back Mandate may be renewed at each AGM or other general meeting of the Company. When seeking the approval of Shareholders for the renewal of the Share Buy-Back Mandate, the Company is required to disclose details pertaining to purchases or acquisitions of Shares pursuant to the Share Buy-Back Mandate made during the previous twelve (12) months (whether by way of Market Purchases or Off-Market Purchases), including the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for such purchases of Shares, where relevant, and the total consideration paid for such purchases.

2.3.3 Manner of Purchases or Acquisitions of Shares

Purchases or acquisitions of Shares may be by way of:

- (a) on-market purchases ("**Market Purchases**") transacted through the SGX-ST's trading system and/or, as the case may be, such other stock exchange for the time being on which the Shares are listed and quoted, through one (1) or more duly licensed stockbrokers appointed by the Company for the purpose; and/or
- (b) off-market purchases ("**Off-Market Purchases**") effected in accordance with any equal access scheme(s) (as defined in Section 76C of the Companies Act) as may be determined or formulated by the Directors as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act and the Listing Manual.

The Directors may impose such terms and conditions, which are not inconsistent with the Share Buy-Back Mandate, the Listing Manual and the Companies Act, as they consider fit in the interests of the Company in connection with, or in relation to, any equal access scheme or schemes. Under the Companies Act, an Off-Market Purchase must, however, satisfy all the following conditions:

- (a) offers for the purchase or acquisition of Shares shall be made to every person who holds Shares to purchase or acquire the same percentage of their Shares;
- (b) all of those persons shall be given a reasonable opportunity to accept the offers made to them; and
- (c) the terms of all the offers shall be the same, except that there shall be disregarded:
 - (i) differences in consideration attributable to the fact that offers relate to Shares with different accrued dividend entitlements;
 - (ii) differences in consideration attributable to the fact that offers relate to Shares with different amounts remaining unpaid; and

LETTER TO SHAREHOLDERS

- (iii) differences in the offers introduced solely to ensure that each person is left with a whole number of Shares.

In addition, if the Company wishes to make an Off-Market Purchase in accordance with an equal access scheme, the Company shall, as required by Rule 885 of the Listing Manual, issue an offer document to all Shareholders containing at least the following information:

- (a) the terms and conditions of the offer;
- (b) the period and procedures for acceptances;
- (c) the reasons for the proposed purchases or acquisitions of Shares;
- (d) the consequences, if any, of purchases or acquisitions of Shares by the Company that will arise under the Take-over Code or any other applicable take-over rules;
- (e) whether the purchases or acquisitions of Shares, if made, would have any effect on the listing of the Shares on the SGX-ST;
- (f) details of any purchases or acquisitions of Shares made by the Company in the previous twelve (12) months (whether by way of Market Purchases or Off-Market Purchases), including the total number of Shares purchased, the purchase price per Share or the highest and lowest prices paid for such purchases, where relevant, and the total consideration paid for such purchases; and
- (g) whether the Shares purchased by the Company will be cancelled or kept as treasury shares.

2.3.4 Maximum Purchase Price

The purchase price (excluding brokerage, commission, applicable goods and services tax, stamp duties, and other related expenses) to be paid for the Shares will be determined by the Directors, provided that such purchase price shall not exceed:

- (a) in the case of a Market Purchase, 105 per cent. (105%) of the Average Closing Price (as defined below) of the Shares in accordance with Rule 884 of the Listing Manual; and
- (b) in the case of an Off-Market Purchase, 120 per cent. (120%) of the Average Closing Price of the Shares,

(the “**Maximum Price**”) in either case, excluding related expenses of the purchase or acquisition.

For the purposes of the above:

“**Average Closing Price**” means the average of the closing market prices of the Shares over the last five (5) market days, on which transactions in the Shares were

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recorded, immediately preceding the date of the Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted in accordance with the listing rules of the SGX-ST for any corporate action which occurs during the relevant five-day period and the date of the Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase; and

“date of the making of the offer” means the date on which the Company announces its intention to make an offer for an Off-Market Purchase, stating therein the purchase price (which shall not be more than the Maximum Price calculated on the foregoing basis) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase.

2.4 Status of Purchased Shares

Shares purchased or acquired by the Company are deemed cancelled immediately on purchase or acquisition (and all rights and privileges attached to the Shares will expire on such cancellation) unless such Shares are held by the Company as treasury shares. All cancelled Shares will be automatically delisted by the SGX-ST, and (where applicable) all certificates in respect thereof will be cancelled and destroyed by the Company as soon as reasonably practicable following settlement of any such purchase. Accordingly, the total number of issued Shares will be diminished by the number of Shares purchased or acquired by the Company and which are not held as treasury shares.

At the time of each purchase or acquisition of Shares by the Company, the Directors may decide whether the Shares purchased will be cancelled or kept as treasury shares, or partly cancelled and partly kept as treasury shares, as the Directors deem fit in the interests of the Company at that time.

2.5 Treasury Shares

Under the Companies Act, Shares purchased or acquired by the Company may be held or dealt with as treasury shares. Some of the provisions on treasury shares under the Companies Act are summarised below:

2.5.1 Maximum Holdings

The number of Shares held as treasury shares¹ cannot at any time exceed ten per cent. (10%) of the total number of issued Shares.

2.5.2 Voting and Other Rights

The Company cannot exercise any right in respect of treasury shares. In particular, the Company cannot exercise any right to attend or vote at meetings and for the purposes of the Companies Act, the Company shall be treated as having no right to vote and the treasury shares shall be treated as having no voting rights.

¹ For these purposes, **“treasury shares”** shall be read as including shares held by a subsidiary under Sections 21(4B) or 21(6C) of the Companies Act.

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In addition, no dividends may be paid, and no other distribution of the Company's assets may be made, to the Company in respect of treasury shares. However, the allotment of shares as fully paid bonus shares in respect of treasury shares is allowed. A subdivision or consolidation of any treasury shares into treasury shares of a greater or smaller amount is also allowed so long as the total value of the treasury shares after the subdivision or consolidation is the same as before, as the case may be.

2.5.3 Disposal and Cancellation

Where Shares are held as treasury shares, the Company may at any time:

- (a) sell the treasury shares for cash;
- (b) transfer the treasury shares for the purposes of or pursuant to any share scheme, whether for employees, directors or other persons;
- (c) transfer the treasury shares as consideration for the acquisition of shares in or assets of another company or assets of a person;
- (d) cancel the treasury shares; or
- (e) sell, transfer or otherwise use the treasury shares for such other purposes as may be prescribed by the Minister for Finance of Singapore.

2.6 Source of Funds

The Company may only apply funds for the purchase or acquisition of Shares in accordance with the Constitution of the Company and the applicable laws and regulations in Singapore. The Company may not purchase or acquire its Shares for a consideration other than in cash or, in the case of Market Purchases, for settlement otherwise than in accordance with the trading rules of the SGX-ST.

Under the Companies Act, the Company may purchase or acquire its own Shares out of capital, as well as from its distributable profits, provided that:

- (a) there is no ground on which the Company could be found to be unable to pay its debts;
- (b) if:
 - (i) it is intended to commence winding up of the Company within the period of twelve (12) months immediately after the date of the payment, the Company will be able to pay its debts in full within the period of twelve (12) months after the date of commencement of the winding up; or
 - (ii) it is not intended so to commence winding up, the Company will be able to pay its debts as they fall due during the period of twelve (12) months immediately after the date of the payment; and
- (c) the value of the Company's assets is not less than the value of its liabilities (including contingent liabilities) and will not, after the proposed purchase or acquisition, become less than the value of its liabilities (including contingent liabilities).

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The Company intends to utilise its internal sources of funds, external borrowings, or a combination of both to finance purchases or acquisitions of its Shares pursuant to the Share Buy-Back Mandate. The Directors do not propose to exercise the Share Buy-Back Mandate to such an extent that it would have a material adverse effect on the financial position, cash flow, working capital requirements, or gearing of the Group.

2.7 Financial Effects

The financial effects on the Group and the Company arising from purchases or acquisitions of Shares which may be made pursuant to the Share Buy-Back Mandate will depend on, *inter alia*, whether the Shares are purchased or acquired out of profits and/or capital of the Company, the aggregate number of Shares purchased or acquired, the purchase price paid for such Shares at the relevant time, the amount (if any) borrowed by the Company to fund the purchases or acquisitions, and whether the Shares purchased or acquired are held in treasury or cancelled. The financial effects on the Group and the Company, based on the audited financial statements of the Group and the Company for FY2025, are based on the assumptions set out below.

2.7.1 Purchase or Acquisition out of Profits and/or Capital

Purchases or acquisitions of Shares by the Company may be made out of the Company's profits and/or capital so long as the Company is solvent. Where the purchase of Shares is made out of distributable profits, the amount available for the distribution of cash dividends by the Company will be correspondingly reduced. Where the consideration paid by the Company for the purchase or acquisition of Shares is made out of capital, the amount available for the distribution of cash dividends by the Company will not be reduced.

Where the Company chooses not to hold the purchased Shares in treasury, such Shares shall be cancelled. The Company shall:

- (a) reduce the amount of its share capital if the Shares are purchased or acquired entirely out of the capital of the Company;
- (b) reduce the amount of its profits if the Shares are purchased or acquired entirely out of profits of the Company; or
- (c) reduce the amount of its share capital and profits proportionately where the Shares are purchased or acquired out of both the capital and the profits of the Company,

by the total amount of the purchase price paid by the Company for the Shares cancelled, together with any expenses (such as brokerage or commission) incurred in connection with such purchase or acquisition, which are paid out of the Company's capital and/or profits.

Where the purchased Shares are held in treasury, the total number of issued Shares will remain unchanged.

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2.7.2 Number of Shares Acquired or Purchased

Based on 139,031,881 Shares in issue as at the Latest Practicable Date and on the assumptions set out in Section 2.3.1 of this Circular above, not more than 13,903,188 Shares (representing ten per cent. (10%) of the total number of issued Shares excluding treasury shares and subsidiary holdings as at that date) may be purchased or acquired by the Company pursuant to the Share Buy-Back Mandate.

2.7.3 Maximum Price Paid for Shares Acquired or Purchased

(a) In the case of Market Purchases by the Company and assuming that the Company purchases or acquires 13,903,188 Shares at the Maximum Price of S\$1.90 per Share (being the price equivalent to five per cent. (5%) above the Average Closing Price of the Shares immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of the 13,903,188 Shares (excluding related expenses) is approximately S\$26,416,057.

(a) In the case of Off-Market Purchases by the Company and assuming that the Company purchases or acquires 13,903,188 Shares at the Maximum Price of S\$2.17 per Share (being the price equivalent to twenty per cent. (20%) above the Average Closing Price of the Shares immediately preceding the Latest Practicable Date), the maximum amount of funds required for the purchase or acquisition of the 13,903,188 Shares (excluding related expenses) is approximately S\$30,169,918.

2.7.4 Illustrative Financial Effects

For illustrative purposes only and on the basis of the assumptions set out in Sections 2.7.2 and 2.7.3 of this Circular above, and further assuming that the consideration for the purchase or acquisition of the Shares is funded equally by internal funds and borrowings after allowing for working capital, and interest payable on additional borrowings is at the rate of 5.5% per annum before adjusting for tax, and based on the audited financial statements of the Group for FY2025,

the effects of:

- (a) the purchase or acquisition of 13,903,188 Shares by the Company in Market Purchases or Off-Market Purchases and held as treasury shares; and
- (b) the purchase or acquisition of 13,903,188 Shares by the Company in Market Purchases or Off-Market Purchases and cancelled,

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on the financial position of the Group and the Company are as follows:

Market or Off-Market Purchase of 13,903,188 Shares – held as treasury shares

	GROUP			COMPANY		
	Before Share Buy- Backs (S\$'000)	After Market Purchase (S\$'000)	After Off- Market Purchase (S\$'000)	Before Share Buy- Backs (S\$'000)	After Market Purchase (S\$'000)	After Off- Market Purchase (S\$'000)
As at 30 June 2025						
Share capital	14,783	14,783	14,783	14,783	14,783	14,783
Treasury shares ('000)	–	(26,416)	(30,170)	–	(26,416)	(30,170)
Total Shareholders' equity	49,213	22,797	19,043	38,059	11,643	7,890
NTA ⁽¹⁾	49,213	22,797	19,043	38,059	11,643	7,890
Current assets	39,695	30,340	30,340	9,858	503	503
Current liabilities	8,408	25,470	29,224	536	17,598	21,351
Working capital	31,286	4,870	1,117	9,322	(17,094)	(20,848)
Total borrowings	–	17,062	20,815	–	17,062	20,815
Number of Shares ('000)	139,032	125,129	125,129	139,032	125,129	125,129
Financial Ratios						
NTA per Share ⁽²⁾ (S\$ cents)	0.35	0.18	0.15	0.27	0.09	0.06
Gearing ratio ⁽³⁾ (times)	–	–	–	–	1.47	2.50
Current ratio ⁽⁴⁾ (times)	4.72	1.19	1.04	18.39	0.03	0.02
EPS (S\$ cents)	8.92	9.91	9.91	8.92	9.91	9.91

Notes:

- (1) NTA means net tangible assets, which exclude goodwill and other intangible assets from net assets.
- (2) NTA per Share is computed based on total issued Shares (excluding treasury shares).
- (3) Gearing ratio equals to total borrowings divided by Shareholders' funds.
- (4) Current ratio equals to current assets divided by current liabilities.

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Market or Off-Market Purchase of 13,903,188 Shares – cancelled

	GROUP			COMPANY		
	Before Share Buy- Backs (S\$'000)	After Market Purchase (S\$'000)	After Off- Market Purchase (S\$'000)	Before Share Buy- Backs (S\$'000)	After Market Purchase (S\$'000)	After Off- Market Purchase (S\$'000)
As at 30 June 2025						
Share capital	14,783	13,305	13,305	14,783	13,305	13,305
Treasury shares ('000)	–	–	–	–	–	–
Total Shareholders' equity	49,213	22,797	19,043	38,059	11,643	7,890
NTA ⁽¹⁾	49,213	22,797	19,043	38,059	11,643	7,890
Current assets	39,695	30,340	30,340	9,858	503	503
Current liabilities	8,408	25,470	29,224	536	17,598	21,351
Working capital	31,286	(12,191)	(19,699)	9,322	(34,156)	(41,664)
Total borrowings	–	17,062	20,815	–	17,062	20,815
Number of Shares ('000)	139,032	125,129	125,129	139,032	125,129	125,129
Financial Ratios						
NTA per Share ⁽²⁾ (S\$ cents)	0.35	0.18	0.15	0.27	0.09	0.06
Gearing ratio ⁽³⁾ (times)	–	–	–	–	1.47	2.64
Current ratio ⁽⁴⁾ (times)	4.72	1.19	1.04	18.39	0.03	0.02
EPS (S\$ cents)	8.92	9.91	9.91	8.92	9.91	9.91

Notes:

- (1) NTA means net tangible assets, which exclude goodwill and other intangible assets from net assets.
- (2) NTA per Share is computed based on total issued Shares (excluding treasury shares).
- (3) Gearing ratio equals to total borrowings divided by Shareholders' funds.
- (4) Current ratio equals to current assets divided by current liabilities.

Shareholders should note that the financial effects set out above, based on the respective aforementioned assumptions, are purely for illustrative purposes. It is important to note that the above analysis is based on historical numbers as at 30 June 2025 and is not necessarily representative of future financial performance of the Group and the Company.

Although the Share Buy-Back Mandate would authorise the Company to purchase or acquire up to ten per cent. (10%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings), the Company may not necessarily purchase or acquire or be able to purchase or acquire the entire ten per cent. (10%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings), nor to such an extent that would materially and adversely affect the financial position of the Group or the Company.

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2.8 Listing Status

Rule 723 of the Listing Manual requires a listed company to ensure that at least ten per cent. (10%) of the total number of issued shares (excluding treasury shares, preference shares and convertible equity securities) in a class that is listed, is at all times held by the public. The term “**public**”, as defined under the Listing Manual, are persons other than the directors, chief executive officer, substantial shareholders or controlling shareholders of the issuer or its subsidiary companies, the associates of such persons and founding shareholders and management team of special purpose acquisition company and their associates.

As at the Latest Practicable Date, there are 68,837,162 Shares in the hands of the public, representing approximately 49.51% of the total number of Shares (excluding treasury shares).

For illustrative purposes only, assuming that the Company purchases its Shares through Market Purchases up to the full ten per cent. (10%) limit pursuant to the Share Buy-Back Mandate and all such Shares purchased are held by the public, the number of Shares in the hands of the public would be reduced to 54,933,497 Shares, representing approximately 43.90% of the total number of Shares (excluding treasury shares). Accordingly, the Company is of the view that there is a sufficient number of Shares in issue held by public Shareholders which would permit the Company to undertake purchases or acquisitions of its Shares through Market Purchases up to the full ten per cent. (10%) pursuant to the Share Buy-Back Mandate without affecting the listing status of the Shares on the SGX-ST, and that the number of Shares remaining in the hands of the public will not fall to such a level as to cause market illiquidity or to affect orderly trading.

2.9 Black-Out Periods

While the Listing Manual does not expressly prohibit any purchase of shares by a listed company during any particular time, because the listed company would be regarded as an “insider” in relation to any proposed purchase or acquisition of its issued shares, the Company will not undertake any purchase or acquisition of Shares pursuant to the Share Buy-Back Mandate at any time after any matter or development of a price-sensitive nature has occurred or has been the subject of consideration and/or a decision of the Board until such price-sensitive information has been publicly announced.

In particular, in line with the best practices on dealing in securities reflected under Rule 1207(19) of the Listing Manual, the Company will not purchase or acquire any Shares through Market Purchases during the period of one (1) month immediately preceding the announcement of the Company’s half year and full year results, or if the Company announces its quarterly financial statements whether required by the SGX-ST or otherwise, during the period commencing two (2) weeks before the announcement of the Company’s financial statements for each of the first three (3) quarters of its financial year, and one (1) month before the announcement of the Company’s full year financial statements.

2.10 Tax Implications

Shareholders who are in doubt as to their respective tax positions or any tax implications arising from the purchase or acquisition of Shares by the Company, including those who may be subject to tax in a jurisdiction outside Singapore, should consult their own professional advisers.

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2.11 Limits on Shareholdings

The Company does not have any limits on the shareholdings of the Shareholders.

2.12 Reporting Requirements

2.12.1 Companies Act

- (a) Under the Companies Act, where a public company purchases or acquires its shares, the directors of the company shall:
 - (i) lodge with ACRA a copy of the shareholders' resolution to approve any purchase or acquisition of shares by the company, within thirty (30) days of the passing of such resolution; and
 - (ii) lodge with ACRA a notice of purchase or acquisition of shares in the prescribed form within thirty (30) days after the purchase or acquisition of such shares with the particulars including, *inter alia*, the date of the purchase or acquisition, the number of shares purchased or acquired, the number of shares cancelled, the number of shares held as treasury shares, the company's issued share capital before the purchase or acquisition, the company's issued share capital after the purchase or acquisition, the amount of consideration paid by the company for the purchase or acquisition of the shares, and whether the shares were purchased or acquired out of profits or capital of the company.
- (b) Further, under the Companies Act, within thirty (30) days of the cancellation or disposal of treasury shares in accordance with the provisions of the Companies Act, the directors of the company must lodge with ACRA the notice of the cancellation or disposal of treasury shares in the prescribed form as required by ACRA.

2.12.2 Listing Manual

- (a) Under Rule 886 of the Listing Manual, the Company shall report all purchases or acquisitions of its Shares to the SGX-ST not later than 9.00 a.m.:
 - (i) in the case of Market Purchases, on the market day following the day of purchase of any of its Shares; and
 - (ii) in the case of Off-Market Purchases under an equal access scheme, on the second market day after the close of acceptances of the offer.

Such announcement (which must be in the form of Appendix 8.3.1 to the Listing Manual) shall include, *inter alia*, details of the date of the purchase, the total number of Shares purchased, the number of Shares cancelled, the number of Shares held as treasury shares, the purchase price per Share or the highest and lowest prices paid for such Shares (as applicable), the total consideration (including stamp duties and clearing charges) paid or payable for the Shares, the number of Shares purchased as at the date of announcement (on a cumulative basis), the number of issued Shares excluding treasury shares and subsidiary holdings after the purchase, the

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number of treasury shares held after the purchase and the number of subsidiary holdings after the purchase.

- (b) Further, under Rule 704(28) of the Listing Manual, the Company must immediately announce any sale, transfer, cancellation and/or use of treasury shares held by it and state the following:
- (i) date of the sale, transfer, cancellation and/or use;
 - (ii) purpose of such sale, transfer, cancellation and/or use;
 - (iii) number of treasury shares sold, transferred, cancelled and/or used;
 - (iv) number of treasury shares before and after such sale, transfer, cancellation and/or use;
 - (v) percentage of the number of treasury shares against the total number of shares outstanding in a class that is listed before and after such sale, transfer, cancellation and/or use; and
 - (vi) value of the treasury shares if they are used for a sale or transfer, or cancelled.

2.13 Details of Previous Share Buy-Backs

No purchases or acquisitions were made by the Company (whether by way of Market Purchases or Off-Market Purchases) during the last twelve (12) months immediately preceding and up to the Latest Practicable Date.

2.14 Take-over Code Implications arising from Share Buy-Backs

Appendix 2 of the Take-over Code contains the Share Buy-Back Guidance Note applicable as at the Latest Practicable Date. The take-over implications arising from any purchase or acquisition by the Company of its Shares are set out below.

2.14.1 Obligation to Make a Take-over Offer

Under Rule 14 of the Take-over Code, a person will be required to make a general offer for a public company if:

- (a) he acquires thirty per cent. (30%) or more of the voting rights of the company; or
- (b) he holds between thirty per cent. (30%) and fifty per cent. (50%) of the voting rights of the company and he increases his voting rights in the company by more than one per cent. (1%) in any six (6)-month period.

If, as a result of any Share Buy-Backs, the proportionate interest in the voting capital of the Company of a Shareholder and persons acting in concert with him increases, such increase will be treated as an acquisition for the purposes of Rule 14 of the Take-over Code. Consequently, a Shareholder or a group of

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Shareholders acting in concert with a Director could obtain or consolidate effective control of the Company and become obliged to make an offer under Rule 14 of the Take-over Code.

2.14.2 Persons Acting in Concert

Under the Take-over Code, persons acting in concert comprise individuals or companies who, pursuant to an agreement or understanding (whether formal or informal), co-operate, through the acquisition by any of them of shares in a company, to obtain or consolidate effective control of that company.

Unless the contrary is established, the following persons, *inter alia*, will be presumed to be acting in concert with each other, namely:

- (a) a company with its parent company, subsidiaries, its fellow subsidiaries, any associated companies of the foregoing companies, any company whose associated companies include any of the foregoing companies, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing companies for the purchase of voting rights. For this purpose, a company is an “**associated company**” (as defined in the Take-over Code) of another company if the second company owns or controls at least twenty per cent. (20%) but not more than fifty per cent. (50%) of the voting rights of the first-mentioned company;
- (b) a company with any of its directors (together with their close relatives, related trusts and any companies controlled by any of the directors, their close relatives and related trusts);
- (c) a company with any of its pension funds and employee share schemes;
- (d) a person with any investment company, unit trust or other fund whose investment such person manages on a discretionary basis, but only in respect of the investment account which such person manages;
- (e) a financial or other professional adviser, including a stockbroker, with its client in respect of the shareholdings of the adviser and the persons controlling, controlled by or under the same control as the adviser;
- (f) directors of a company, together with their close relatives, related trusts and companies controlled by any of the foregoing, which is subject to an offer or where they have reason to believe a bona fide offer for their company may be imminent;
- (g) partners; and
- (h) an individual, his close relatives, his related trusts, any person who is accustomed to act according to his instructions, companies controlled by any of the foregoing persons, and any person who has provided financial assistance (other than a bank in the ordinary course of business) to any of the foregoing persons and/or entities for the purchase of voting rights.

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For this purpose, “**close relatives**” (as defined in the Take-over Code) include immediate family (i.e. parents, siblings, spouse and children), siblings of parents (i.e. uncles and aunts) as well as their children (i.e. cousins), and children of siblings (i.e. nephews and nieces).

The circumstances under which Shareholders (including the Directors) and persons acting in concert with them respectively will incur an obligation to make a take-over offer under Rule 14 of the Take-over Code as a result of a purchase or acquisition of Shares by the Company are set out in Appendix 2 of the Take-over Code.

2.14.3 Effect of Rule 14 and Appendix 2 of the Take-over Code

In general terms, the effect of Rule 14 and Appendix 2 of the Take-over Code is that, unless exempted (as further elaborated in Section 2.14.5 below), the Directors and persons acting in concert with them will incur an obligation to make a take-over offer for the Company under Rule 14 of the Take-over Code if, as a result of the Company purchasing or acquiring its Shares:

- (a) the voting rights of such Directors and their concert parties would increase to thirty per cent. (30%) or more; or
- (b) in the event of such Directors and their concert parties hold between thirty per cent. (30%) and fifty per cent. (50%) of the Company’s voting rights, if the voting rights of such Directors and their concert parties would increase by more than one per cent. (1%) in any period of six (6) months.

In calculating the percentages of voting rights of such Directors and their concert parties, treasury shares shall be excluded.

Under Appendix 2 of the Take-over Code, a Shareholder not acting in concert with the Directors will not be required to make a take-over offer under Rule 14 of the Take-over Code if, as a result of the Company purchasing or acquiring its Shares, the voting rights of such Shareholder would increase to thirty per cent. (30%) or more, or, if such Shareholder holds between thirty per cent. (30%) and fifty per cent. (50%) of the Company’s voting rights, the voting rights of such Shareholder would increase by more than one per cent. (1%) in any period of six (6) months. Such Shareholder need not abstain from voting in respect of the resolution authorising the Share Buy-Back Mandate.

2.14.4 Application of the Take-over Code

Assuming that such granted Share Buy-Back Mandate is validly and fully exercised prior to the next AGM for the Company to purchase or acquire the maximum allowed number of Shares being 13,903,188 Shares (on the basis that there would have been no change to the number of Shares in issue at the time of such exercise) and that such purchased Shares are not acquired from the Substantial Shareholders, based on the Register of Substantial Shareholders of the Company as at the Latest Practicable Date, the percentage shareholdings of the Substantial Shareholders would be changed as follows:

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Substantial Shareholders	Before Share Buy-Backs			After Share Buy-Backs		
	Number of Shares		Total Interest % ⁽¹⁾	Number of Shares		Total Interest % ⁽²⁾
	Direct Interest	Deemed Interest		Direct Interest	Deemed Interest	
Christopher Reid Borch	18,485,169	41,900,000 ⁽³⁾	43.43	18,485,169	41,900,000 ⁽³⁾	48.26
Sarcadia LLC	41,800,000	–	30.07	41,800,000	–	33.41
Kyle Christopher Borch	3,925,000	41,800,000 ⁽⁴⁾	32.89	3,925,000	41,800,000 ⁽⁴⁾	36.54
Andrea W Borch	–	41,800,000 ⁽⁵⁾	30.07	–	41,800,000 ⁽⁵⁾	33.41
Allison Ruth Borch	1,675,000	41,800,000 ⁽⁶⁾	31.27	1,675,000	41,800,000 ⁽⁶⁾	34.74
Cameron Louis Borch	1,675,000	41,800,000 ⁽⁷⁾	31.27	1,675,000	41,800,000 ⁽⁷⁾	34.74
Tyler Campbell Borch	1,675,000	41,800,000 ⁽⁸⁾	31.27	1,675,000	41,800,000 ⁽⁸⁾	34.74

Note(s):

- (1) Computation of the percentage shareholdings is based on the total issued Shares of 139,031,881 (excluding treasury shares and subsidiary holdings) as at the Latest Practicable Date, and is rounded to the nearest two (2) decimal places. As the Latest Practicable Date, the Company does not have any treasury shares or subsidiary shareholdings.
- (2) Computation of the percentage shareholdings is based on the total issued Shares of 125,128,693 assuming that such granted Share Buy-Back Mandate is validly and fully exercised prior to the next AGM for the Company to purchase or acquire the maximum allowed number of Shares being 13,903,188 Shares (on the basis that there would have been no change to the number of Shares in issue at the time of such exercise) and that such purchased Shares are not acquired from the Substantial Shareholders, and is rounded to the nearest two (2) decimal places.
- (3) Mr Chris Borch is deemed to be interested in (a) the 41,800,000 Shares held by Sarcadia LLC, a family company set up by Mr Chris Borch; and (b) the 100,000 Shares held by his children namely, Mr Kyle Borch, Mr Tyler Campbell Borch, Mr Cameron Louis Borch and Ms Allison Ruth Borch (under joint tenant account).
- (4) Mr Kyle Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (5) Ms Andrea W Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (6) Ms Allison Ruth Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (7) Mr Cameron Louis Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (8) Mr Tyler Campbell Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.

In the event that the Company purchases or acquires ten per cent. (10%) of its issued Shares (excluding treasury shares and subsidiary holdings) as at the Latest Practicable Date pursuant to the Share Buy-Back Mandate, the voting rights held by each of Mr Chris Borch (being the Executive Chairman of the Company as at the Latest Practice Date), Mr Kyle Borch (being an Executive Director of the Company as at the Latest Practice Date) and their respective concert parties (namely, Sarcadia LLC, Ms Andrea W Borch, Ms Allison Ruth Borch, Mr Cameron Louis Borch, and Mr Tyler Campbell Borch) (collectively, the **“Relevant Parties”**) may increase as illustrated above. Under the Take-over Code, if the voting rights of any of the Relevant Parties would increase by more than one per cent. (1%) in any period of six (6) months as a result of the Company purchasing or acquiring its Shares, the Relevant Parties would become obliged to make a take-over offer under Rule 14.1(a) of the Take-over Code.

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2.14.5 Exemption to Make a General Offer pursuant to Note 3(a) of Appendix 2 entitled “Share Buy-Back Guidance Note” of the Take-over Code

Pursuant to Note 3(a) of Appendix 2 entitled “Share Buy-Back Guidance Note” of the Take-over Code, the Relevant Parties will be exempted from the requirement to make an offer under Rule 14 of the Take-over Code as a result of any Share Buy-Back, subject to the following conditions:

- (a) this Circular on the resolution to authorise the Share Buy-Back Mandate contains advice to the effect that by voting for the resolution for the Share Buy-Back Mandate, Shareholders are waiving their rights to a general offer at the Required Price from the Relevant Parties who, as a result of the Company purchasing its own Shares, would increase their aggregate voting rights by more than one per cent. (1%) in any six (6) month period; and the names and voting rights of the Relevant Parties at the time of the resolution and after the proposed Share Buy-Backs are disclosed in this Circular;
- (b) the resolution to approve the Share Buy-Back Mandate is approved by a majority of those Shareholders present and voting at the meeting on a poll who could not become obliged to make an offer as a result of the Share Buy-Back;
- (c) the Relevant Parties to abstain from voting for and/or recommending Shareholders to vote in favour of the resolution to approve the Share Buy-Back Mandate;
- (d) within seven (7) days after the passing of the resolution to approve the Share Buy-Back Mandate, each of Mr Chris Borch and Mr Kyle Borch to submit to the Council a duly signed form as prescribed by the Council;
- (e) the Relevant Parties not to have acquired and not to acquire any Shares between the date on which they know that the announcement of the proposal for the Share Buy-Back Mandate is imminent and the earlier of:
 - (i) the date on which the authority of the Share Buy-Back Mandate expires; and
 - (ii) the date on which the Company announces that it has bought back such number of Shares as authorised by the Share Buy-Back Mandate or it has decided to cease buying back its Shares, as the case may be,

if such acquisitions, taken together with the Share Buy-Backs, would cause their aggregate voting rights in the Company to increase by more than one per cent. (1%) in the preceding six (6) months.

It follows that where the aggregate voting rights held by the Relevant Parties increase by more than one per cent. (1%) solely as a result of the Share Buy-Back and none of them has acquired any Shares during the relevant period defined above, then the Relevant Parties would be eligible for Council's exemption from the requirement to make a general offer under Rule 14 of the Take-over Code, or where such exemption had been granted, would continue to enjoy the exemption.

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If the Company has ceased to buy back its Shares pursuant to the Share Buy-Back Mandate and the aggregate voting rights held by the Relevant Parties as a result of the Company buying back its Shares at such time is less than one per cent. (1%), the Relevant Parties may acquire further voting rights in the Company. However, any increase in the percentage of voting rights held by the Relevant Parties as a result of the Company buying back its Shares will be taken into account together with any voting rights acquired by the Relevant Parties (by whatever means) in determining whether the Relevant Parties have increased their aggregate voting rights in the Company by more than one per cent. (1%) in any six (6)-month period.

SHAREHOLDERS SHOULD NOTE THAT VOTING TO APPROVE THE SHARE BUY-BACK MANDATE WILL CONSTITUTE A WAIVER BY THE SHAREHOLDERS IN RESPECT OF THEIR RIGHTS TO RECEIVE A GENERAL OFFER BY THE RELEVANT PARTIES AT THE REQUIRED PRICE.

Save as disclosed above, the Directors are not aware of any fact(s) or factor(s) which suggest or imply that any particular person(s) and/or Shareholder(s) are, or may be regarded as, parties acting in concert such that their respective interests in voting Shares should or ought to be consolidated, and consequences under the Take-over Code would ensue as a result of a purchase or acquisition of Shares by the Company pursuant to the Share Buy-Back Mandate.

The statements herein in relation to the Take-over Code do not purport to be a comprehensive or exhaustive description of all implications that may arise under the Take-over Code. Shareholders who are in any doubt as to whether they would incur any obligations to make a take-over offer as a result of any Share Buy-Back pursuant to the Share Buy-Back Mandate are advised to consult their professional advisers, the Council and/or the relevant authorities at the earliest opportunity before they acquire any Shares during the period when the Share Buy-Back Mandate is in force.

3. THE PROPOSED ADOPTION OF THE PSP 2025

3.1 Background

The Company does not currently have any share-based incentive schemes in place for employees and directors of the Group. To better align the interests of employees and directors of the Group with those of Shareholders, incentivise sustained high performance, and remain competitive in attracting and retaining talent, the Company proposes to adopt a new performance share plan, to be known as the “Micro-Mechanics Performance Share Plan 2025” (i.e. the PSP 2025).

The PSP 2025 is intended to recognise and reward employees and directors of the Group whose contributions are critical to the Group’s long-term success, thereby fostering commitment and supporting continued growth.

Under the Listing Manual, the Proposed Adoption of the PSP 2025 is subject to Shareholders’ approval. Accordingly, the resolution relating to the Proposed Adoption of the PSP 2025 is proposed to be tabled as an ordinary resolution for Shareholders’ approval at the forthcoming EGM. The PSP 2025, if approved and adopted by Shareholders at the EGM, will take effect from the date of its adoption at the EGM.

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The rules of the PSP 2025 are set out in full in **Appendix A** to this Circular. A summary of the principal terms of the PSP 2025 is set out in Section 3.4 of this Circular and should be read in conjunction with the detailed rules of the PSP 2025.

3.2 Rationale

The PSP 2025 is being proposed to increase the Company's flexibility and effectiveness in its continuing efforts to reward, retain and motivate employees and directors of the Group to achieve higher level of performance, and to strengthen the Group's competitiveness in attracting and retaining superior local and foreign talent.

The PSP 2025 will allow the Company to target specific performance objectives and to provide an incentive for Participants to achieve these targets. The Company believes that such a share incentive plan will seek to strengthen the overall effectiveness of its performance-based compensation schemes to give recognition to the contributions made by the Participants. The Company also believes the PSP 2025 will provide the Company with a flexible approach to providing performance incentives to employees and directors of the Group and, consequently, to improve performance and achieve sustainable growth for the Company in the changing business environment, and will also provide the Company with greater flexibility in giving the Participants an opportunity to have a stake in the Company and thereby foster a greater ownership culture amongst key senior management, senior executives and non-executive directors of the Group.

Awards granted under the PSP 2025 will be principally performance-based, incorporating an element of stretched targets for key executives (including Group Executive Directors) and significantly stretched targets for key senior management, high-performing individual contributors, and Group Non-Executive Directors aimed at delivering long-term shareholder value.

The performance targets will be set over a Performance Period and may vary from one Performance Period to another Performance Period and from one grant to another grant. Performance targets set by the Committee are intended to be based on the overall performance of the Group and may include corporate objectives covering business growth, growth of recurrent income and productivity growth. Such performance targets and Performance Periods will be set according to the specific roles of each Participant, and may differ from Participant to Participant. The performance targets are stretched targets aimed at sustaining long-term growth. These targets will be tied in with the Company's corporate key performance indicators. A Participant's Award under the PSP 2025 will be determined at the sole discretion of the Committee. In considering an Award to be granted to a Participant who is a Group Employee (including Group Executive Directors), the Committee may take into account, *inter alia*, the Participant's capability, creativity, entrepreneurship, innovativeness, scope of responsibility and skills set. In considering an Award to be granted to a Participant who is a Group Non-Executive Director, the Committee may take into account, *inter alia*, the services and contributions made to the growth of the Group, attendance and participation in meetings and the years of service.

3.3 SGX-ST's Approval

The SGX-ST has granted in-principle approval for the listing and quotation of the new Shares to be allotted and issued pursuant to the PSP 2025, subject to the independent

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Shareholders' approval for the PSP 2025 being obtained for the Proposed Adoption of the PSP 2025 and the Company's compliance with the SGX-ST's listing requirements and guidelines.

The SGX-ST's in-principle approval is not to be taken as an indication of the merits of the PSP 2025, the new Shares, the Company and/or its subsidiaries.

3.4 Summary of Rules of the PSP 2025

The following is a summary of the principal terms of the PSP 2025. The rules of the PSP 2025 are set out in full in **Appendix A** to this Circular.

3.4.1 Objectives

The PSP 2025 is a share incentive scheme and is proposed on the basis that it is important to retain talent whose contributions are essential to the well-being and prosperity of the Group and to give recognition to outstanding employees and directors of the Group who have contributed to the growth of the Group.

The PSP 2025 will give Participants an opportunity to have a personal equity interest in the Company and will help to achieve the following positive objectives:

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

3.4.2 Eligibility

Group Employees (including Group Executive Directors) who have attained the age of twenty-one (21) years and hold such rank as may be designated by the Committee from time to time, and Group Non-Executive Directors, shall be eligible to participate in the PSP 2025.

Controlling shareholders of the Company and their associates, who are Group Employees or Group Non-Executive Directors, are eligible to participate in the PSP 2025 if their participation and Awards are approved by independent Shareholders of the Company at a general meeting in separate resolutions for each such person and for each such Award.

For the avoidance of doubt, directors and employees of associated companies, and directors and employees of the Company's parent company (if any) and the

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subsidiaries of the Company's parent company (if any) will not be entitled to participate in the PSP 2025.

3.4.3 Participants

The selection of a Participant and the number of Shares which are the subject of each Award to be granted to a Participant in accordance with the PSP 2025 shall be determined at the absolute discretion of the Committee, which shall take into account criteria such as the Participant's rank, job performance, years of service, potential for future development, contribution to the success and development of the Group and, if applicable, the extent of effort and resourcefulness required to achieve the performance target(s) within the Performance Period.

3.4.4 Limitation on the Size of the PSP 2025

The aggregate number of Shares which may be delivered pursuant to Awards granted under the PSP 2025 on any date, when added to:

- (a) the total number of new Shares allotted and issued and/or to be allotted and issued and the existing Shares (including treasury shares) delivered and/or to be delivered, pursuant to Awards already granted under the PSP 2025; and
- (b) the total number of Shares subject to any other share option schemes or share schemes of the Company,

shall not exceed fifteen per cent. (15%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day preceding the date of the relevant new Award.

In addition, the number of Shares available to controlling shareholders and their associates are subject to the following:

- (a) the aggregate number of Shares which may be issued or transferred pursuant to Awards under the PSP 2025 to Participants who are controlling shareholders and their associates shall not exceed twenty-five per cent. (25%) of the Shares available under the PSP 2025; and
- (b) the number of Shares which may be issued or transferred pursuant to Awards under the PSP 2025 to each Participant who is a controlling shareholder or his associate shall not exceed ten per cent. (10%) of the Shares available under the PSP 2025.

3.4.5 Grant of Awards

There are no fixed periods for the grant of Awards. The Committee may grant Awards to eligible Participants as the Committee may select, in its absolute discretion, at any time during the period when the PSP 2025 is in force.

The Committee shall decide, in relation to each Award:

- (a) the Participant;

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- (b) the Award Date;
- (c) the number of Shares which are the subject of the Award;
- (d) the Performance Condition;
- (e) the Performance Period;
- (f) the extent to which Shares, which are the subject of that Award, shall be released on each Performance Condition being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period;
- (g) the Vesting Date; and
- (h) any other condition which the Committee may determine in relation to that Award.

An Award Letter confirming the Award and specifying, *inter alia*, the details of the Award set out above, will be sent to each Participant as soon as reasonably practicable after the grant of an Award.

3.4.6 Nature of Awards

Awards granted under the PSP 2025 represent the right of a Participant to receive fully paid Shares free of charge, provided that certain prescribed Performance Condition and/or any condition applicable to that Award are met and upon expiry of the prescribed Performance Period.

An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Shares to which the Released Award relates, shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee.

3.4.7 Events prior to the Vesting Date

- (a) An Award shall, to the extent not yet Released, immediately lapse without any claim whatsoever against the Company:
 - (i) in the event of misconduct on the part of the Participant as determined by the Committee in its discretion;
 - (ii) where the Participant is a Group Employee, upon the Participant ceasing to be in the employment of the Group for any reason whatsoever (other than as specified in Section 3.4.7(b)(ii) below); or
 - (iii) in the event that an order being made or a resolution passed for the winding-up of the Company on the basis of, or by reason of, its insolvency.

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For the purposes of Section 3.4.7(a)(ii) above, a Participant shall be deemed to have ceased to be so employed as of the date the notice of termination or notice of resignation (as the case may be) is tendered by or is given to him, unless such notice is withdrawn prior to its effective date.

- (b) In any of the following events, namely:
- (i) the Participant is adjudicated a bankrupt or enters into an arrangement or composition with his creditors or any event occurs which results in him being deprived of the legal or beneficial ownership of any Awards held by him;
 - (ii) where the Participant ceases to be in the employment of the Group, by reason of:
 - (A) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (B) redundancy;
 - (C) retirement at or after the legal retirement age;
 - (D) retirement before the legal retirement age with the consent of the Committee;
 - (E) the company by which he is employed or to which he is seconded, as the case may be, 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, as the case may be;
 - (F) (where applicable) his transfer of employment between companies within the Group;
 - (G) (where applicable) his transfer to any government ministry, governmental or statutory body or corporation at the direction of any company within the Group; or
 - (H) any other event approved by the Committee;
 - (iii) where the Participant, being a Group Executive Director or Group Non-Executive Director (as the case may be), ceases to be a director of the Company, the relevant subsidiary of the Company, for any reason whatsoever;
 - (iv) the death of a Participant; or
 - (v) any other event approved by the Committee,

the Committee may, in its absolute discretion determine whether an Award then held by such Participant, to the extent not yet Released, shall lapse or that all or any part of such Award shall be preserved. If the Committee

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determines that an Award shall lapse, then such Award shall lapse without any claim whatsoever against the Company. If the Committee determines that all or any part of an Award shall be preserved, the Committee shall decide as soon as reasonably practicable following such event either to Vest some or all of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the Performance Period and subject to the provisions of the PSP 2025. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant, and the extent to which the Performance Condition has been satisfied.

- (c) If, before the Vesting Date, any of the following occurs:
- (i) a take-over offer for the Shares becomes or is declared unconditional;
 - (ii) 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 being approved by Shareholders and/or sanctioned by the court under the Companies Act; or
 - (iii) an order being made or a resolution passed for the winding-up of the Company (other than as provided in Section 3.4.7(a)(iii) above or for amalgamation or reconstruction),

the Committee will consider, at its discretion, whether or not to Release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to Release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will have regard to the proportion of the Performance Period which has elapsed and the extent to which the Performance Condition has been satisfied. Where Awards are released, the Committee will, as soon as practicable after the Awards have been Released, procure the allotment or transfer to each Participant of the number of Shares so determined in accordance with rules of the PSP 2025.

3.4.8 Operation of the PSP 2025

Subject to the applicable laws, the Company will deliver Shares to Participants upon vesting of their Awards by way of an allotment or transfer to the Participant of the relevant number of Shares (which may, in the case of a transfer of Shares, include Shares held by the Company as treasury shares).

In determining whether to issue new Shares or deliver existing Shares to Participants, the Company will take into account factors such as, but not limited to, the amount of cash available, the number of Shares to be delivered, the prevailing market price of the Shares and the cost to the Company of the various modes of settlement.

It is the present intention that Shares purchased by the Company and held as treasury shares may be transferred to the Participants for the purposes of the PSP 2025. Where additional new Shares are allotted upon the vesting of any Award, the

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Company will, as soon as practicable after such allotment, apply to the SGX-ST for permission to deal in, and for quotation of, such Shares.

The financial effects of the above methods are discussed in Section 3.7 of this Circular.

3.4.9 Rights of Shares Arising

New Shares allotted and issued and existing Shares procured by the Company for transfer pursuant to the Release of an Award shall (a) be subject to all the provisions of the Companies Act and the Constitution 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, the record date for which is on or after the later of (i) the relevant Vesting Date of the Award; and (ii) the date of issue of the Shares, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

For the purposes of this Section 3.4.9, “**record date**” means the date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of holders of Shares.

3.4.10 Adjustments and Modifications

The following describes the adjustment events under, and provisions relating to modifications of, the PSP 2025.

(a) Adjustment Events

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

- (i) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested; and/or
- (ii) the class and/or number of Shares over which future Awards may be granted under the PSP 2025,

shall be adjusted in such manner as the Committee may determine to be appropriate, provided that no adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive.

Unless the Committee considers an adjustment to be appropriate, the following events will not normally be regarded as a circumstance requiring adjustment:

- (A) the issue of securities as consideration for an acquisition or a private placement of securities;
- (B) upon the exercise of any options or conversion of any loan stock or any other securities convertible into Shares or subscription rights of any warrants; or

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- (C) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force.

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

(b) Modifications to the PSP 2025

The PSP 2025 may be modified and/or altered from time to time by a resolution of the Committee, except that:

- (i) no modification or alteration shall adversely affect the rights attached to any Award granted prior to such modification or alteration except with the written consent of such number of Participants who, if their Awards were Released to them upon the Performance Condition relating to their Awards being satisfied 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 Vested upon Release of all outstanding Awards upon the Performance Condition for all outstanding Awards being satisfied in full;
- (ii) any modification or alteration which would be to the advantage of Participants under the PSP 2025 shall be subject to the prior approval of the Shareholders in a general meeting; and
- (iii) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be necessary.

3.4.11 Administration of the PSP 2025

The PSP 2025 shall be administered by the Committee in its absolute sole discretion with such powers and duties as are conferred upon it by the Board from time to time, provided that no member of the Committee shall participate in any deliberation or decision in respect of any Award granted or to be granted to him. The Committee shall comprise Directors (including Directors who may be Participants of the PSP 2025).

3.4.12 Duration of the PSP 2025

The PSP 2025 shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the date on which the PSP 2025 is adopted by Shareholders at the EGM, provided always that the PSP 2025 may continue beyond the above stipulated period with the approval of Shareholders in general meeting and of any relevant authorities which may then be required.

The expiry or termination of the PSP 2025 shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Released (whether fully or partially) or not.

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3.4.13 Disclosures in the Annual Report

The following disclosures or appropriate negative statements (as applicable) will be made by the Company in its annual report for so long as the PSP 2025 continues in operation:

- (a) the names of the members of the Committee administering the PSP 2025;
- (b) in respect of the following Participants of the PSP 2025:
 - (i) Directors;
 - (ii) Participants who are controlling shareholders and their associates; and
 - (iii) Participants (other than those in Sections 3.4.13(b)(i) and (ii) above) who have received Shares pursuant to the Release of Awards granted under the PSP 2025 which, in aggregate, represent five per cent. (5%) or more of the total number of Shares available under the PSP 2025,

the following information:

- (A) the name of the Participant;
 - (B) the number of Awards granted under the PSP 2025 during the financial year under review (including terms);
 - (C) the aggregate number of Shares comprised in Awards granted under the PSP 2025 since the commencement of the PSP 2025 to the end of the financial year under review;
 - (D) the following particulars relating to Awards which have been Released since the commencement of the PSP 2025 to the end of the financial year under review:
 - (aa) the number of new Shares issued to such Participant; and
 - (bb) the number of existing Shares transferred to such Participant; and
 - (E) the aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review; and
- (c) in relation to the PSP 2025, the following information:
- (i) the aggregate number of Shares comprised in Awards granted under the PSP 2025 since the commencement of the PSP 2025 to the end of the financial year under review;
 - (ii) the aggregate number of Shares comprised in Awards which have been Released under the PSP 2025 during the financial year under review and in respect of such Awards, the proportion of:
 - (A) new Shares issued; and

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(B) existing Shares transferred and, where existing Shares were purchased for delivery, the range of prices at which such Shares were purchased,

upon the Release of Awards granted under the PSP 2025; and

(iii) the aggregate number of Shares comprised in Awards granted under the PSP 2025 which have not been Released as at the end of the financial year under review.

3.4.14 Abstention from Voting

Shareholders who are eligible to participate in the PSP 2025 must abstain from voting on any resolution relating to the PSP 2025 and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the proxy form on how the vote is to be cast.

3.5 **Rationale for participation by Group Non-Executive Directors (including Independent Directors)**

Although Group Non-Executive Directors (including independent Director) are not involved in the day-to-day management of the Group's business, they play an invaluable role in advancing the Group's interests by contributing their knowledge, experience, expertise, strategic insight and professional networks.

The Company may, where appropriate, satisfy all or part of the directors' fees otherwise payable to Group Non-Executive Directors in the form of Awards granted under the PSP 2025, in lieu of cash payment. This provides an alternative means to recognise their services and contributions, while aligning their interests with those of Shareholders.

To safeguard the independence of Group Non-Executive Directors and avoid any potential conflict of interest, any such grant will be structured strictly as payment of directors' fees, and not as an additional incentive. The number and terms of any Awards will be determined at the discretion of the Committee, taking into account factors such as the trading price of the Shares at the relevant time. The Company does not intend to make any grant which, in the opinion of the Committee, would give rise to a potential conflict of interest or compromise the independence of any Group Non-Executive Director, particularly the independent Directors.

This approach is in line with Practice Guidance 7 of the Singapore Code of Corporate Governance 2018, which provides, amongst others, that the remuneration committee of a company should consider implementing schemes to encourage non-executive directors to hold shares in the company so as to better align their interests with those of shareholders.

3.6 **Rationale for participation by Controlling Shareholders and their Associates**

The inclusion of controlling shareholders and their associates as eligible participants under the PSP 2025 is intended to give the Group the flexibility to grant Awards to any individual who can contribute meaningfully to the Group's performance and growth, regardless of shareholding status. Where such persons hold executive or operational roles within the

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Group, their participation further aligns their interests with those of other Shareholders, as their rewards will be directly tied to the achievement of pre-determined performance targets.

The Company believes that a fair and equitable system should apply to all eligible directors and employees of the Group who have made, and continue to make, significant contributions to its long-term growth. Accordingly, persons should not be excluded from participation in the PSP 2025 solely because they are controlling shareholders or their associates. The grant of Awards to such persons will form part of a balanced and competitive remuneration package and will serve as an incentive for them to achieve sustained performance improvements, as vesting will be contingent upon meeting the prescribed performance condition within the relevant performance period.

Any controlling shareholder or their associate who is eligible under the PSP 2025 may participate only if his participation, and the actual number and terms of Awards to be granted, have been approved by independent Shareholders in a general meeting, with a separate resolution passed for each such person. Clear justification for their participation and the number and terms of Awards will be provided in seeking such approval. The relevant controlling shareholder and/or associate will abstain from voting on the resolution relating to his participation and the grant of Awards. Accordingly, the Company is of the view that there are sufficient safeguards against any abuse of the PSP 2025 resulting from the participation of controlling shareholders and their associates in the PSP 2025.

As at the Latest Practicable Date, the Company's controlling shareholders who are individuals are Mr Chris Borch, Mr Kyle Borch, Ms Andrea W Borch, Ms Allison Ruth Borch, Mr Cameron Louis Borch, and Mr Tyler Campbell Borch, holding approximately 43.43%, 32.89%, 30.07%, 31.27%, 31.27%, and 31.27% of the issued share capital of the Company, respectively. Among them, Mr Chris Borch (being the Executive Chairman of the Company) and Mr Kyle Borch (being an Executive Director and the CEO of the Company) are eligible to participate in the PSP 2025, subject to independent Shareholders' approval. Notwithstanding the foregoing, it is currently proposed that the PSP 2025 be extended to Mr Kyle Borch only. Further details on the Proposed Participation by Mr Kyle Borch in the PSP 2025 and the Proposed Grant of the KB Award to Mr Kyle Borch are set out in Sections 4 and 5 of this Circular, respectively.

3.7 Financial Effects of the PSP 2025

3.7.1 The PSP 2025 is considered a share-based payment that falls under Singapore Financial Reporting Standards (International) 2 ("**SFRS(I) 2**"), Share-based Payment where participants will receive Shares and the Awards that would be accounted for as equity-settled share-based transactions, as described below:

- (a) The fair value of employee services received in exchange for the grant of the Awards would be recognised as a charge to the income statement over the period between the grant date and the vesting date of an Award. The total amount of the charge over the vesting period is determined by reference to the fair value of each Award granted at the grant date and the number of Shares vested at the vesting date, with a corresponding credit to the reserve account. Before the end of the vesting period, at each accounting year end, the estimate of the number of Awards that are expected to vest by the vesting date is subject to revision, and the impact of the revised estimate will be recognised in the income statement with a corresponding adjustment to the

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reserve account. After the vesting date, no adjustment to the charge to the income statement will be made. This accounting treatment has been referred to as the “modified grant date method” because the number of Shares included in the determination of the expense relating to employee services is adjusted to reflect the actual number of Shares that eventually vest but no adjustment is made to changes in the fair value of the Shares since the grant date.

- (b) The amount charged to the income statement would be the same whether the Company settles the Awards using new Shares or existing Shares. The amount of the charge to the income statement also depends on whether or not the performance target attached to an Award is a “market condition”, that is, a condition which is related to the market price of the Shares. If the performance target is a market condition, the probability of the performance target being met is taken into account in estimating the fair value of the Shares granted at the grant date, and no adjustments to amounts charged to the income statement is made if the market condition is not met. However, if the performance target is not a market condition, the fair value per Share of the Awards granted at the grant date is used to compute the amount to be charged to the income statement at each accounting date, based on an assessment at that date of whether non-market conditions would be met to enable the Awards to vest. Thus, where the vesting conditions do not include a market condition, there would be no charge to the income statement if the Awards do not ultimately vest.

3.7.2 The following sets out the financial effects of the PSP 2025:

- (a) Share Capital

The PSP 2025 will result in an increase in the Company’s issued share capital when new Shares are issued to Participants. The number of new Shares issued will depend on, *inter alia*, the size of the Awards granted under the PSP 2025. In any case, the PSP 2025 provides that the number of Shares to be issued or transferred under the PSP 2025 when aggregated with the aggregate number of Shares over which options or awards are granted under any other share option schemes or share schemes of the Company which may be adopted from time to time, will be subject to the maximum limit of fifteen per cent. (15%) of the Company’s total number of issued Shares (excluding treasury shares and subsidiary holdings) from time to time.

If instead of issuing new Shares to Participants, existing Shares are purchased for delivery to Participants, the PSP 2025 will have no impact on the Company’s issued share capital.

- (b) NTA

As described in Section 3.7.2(c) below on EPS, the PSP 2025 is likely to result in a charge to the Company’s income statement over the period from the grant date to the vesting date of the Awards. The amount of the charge will be computed in accordance with SFRS(I) 2 Share-based Payment. When

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new Shares are issued under the PSP 2025, there would be no effect on the NTA due to the offsetting effect of expenses recognised and the increase in share capital.

However, if instead of issuing new Shares to Participants, existing Shares are purchased for delivery to Participants, the NTA would be impacted by the cost of the Shares purchased.

Nonetheless, it should be noted that the delivery of Shares to Participants under the PSP 2025 will generally be contingent upon the eligible Participants meeting prescribed performance targets and/or conditions.

(c) EPS

he PSP 2025 is likely to result in a charge to earnings over the period from the grant date to the vesting date of the Awards, as computed in accordance with SFRS(I) 2 Share based Payment.

It should again be noted that the delivery of Shares to Participants under the PSP 2025 will generally be contingent upon the eligible Participants meeting the prescribed performance targets and/or conditions.

(d) Dilutive Effect

It is expected that the dilutive impact of the PSP 2025 on the NTA per Share and consolidated EPS will not be significant, *inter alia*, given the maximum limit of fifteen per cent. (15%) on the number of Shares that may be issued or transferred under the PSP 2025.

4. THE PROPOSED PARTICIPATION BY MR KYLE BORCH IN THE PSP 2025

As at the Latest Practicable Date, Mr Kyle Borch is an Executive Director and the CEO of the Company, as well as a controlling shareholder of the Company. He is the eldest son of Mr Chris Borch, the Group's founder, who is, as at the Latest Practicable Date, the Executive Chairman of the Company and also a controlling shareholder of the Company. As CEO, Mr Kyle Borch has overall responsibility for the management and daily operations of the Group.

Mr Kyle Borch joined the Company in 2018 as a manufacturing engineer at the Group's subsidiary in the United States ("MMUS"), where he helped lead an engineering team in developing MMUS into a *Center of Excellence* for manufacturing parts used in critical wafer-fabrication processes. He was appointed as an Executive Director and the Deputy CEO of the Company with effect from 1 January 2023 and promoted to the CEO of the Company with effect from 1 July 2025, at the start of FY2026. In 2023, Mr Kyle Borch relocated to Singapore to spearhead the Group's "Five-Star Factory" initiative. Under his leadership, the Group has strengthened its culture of excellence across its people, operations and innovation, enabling the Group to drive earnings recovery and position itself for sustained long-term growth. The Directors (other than Mr Kyle Borch) are of the view that Mr Kyle Borch has made and will continue to make invaluable contributions to the Group, and that his leadership will be critical as the Group embarks on its next phase of growth and pursues its ambition to become a leading next-generation supplier in the semiconductor industry.

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As at the Latest Practicable Date, Mr Kyle Borch directly holds 3,925,000 Shares, representing approximately 2.82% of the total number of issued Shares, and is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC (a family company set up by Mr Chris Borch), representing approximately 30.07% of the total number of issued Shares.

The proposed participation of Mr Kyle Borch in the PSP 2025 will form part of his overall remuneration package. The extension of the PSP 2025 to him is aligned with the Company's objective of motivating its key employees (including Mr Kyle Borch) to achieve and sustain high levels of performance that are critical to the Group's success. It will further incentivise him to optimise performance and efficiency and reward him for his contributions. Although Mr Kyle Borch already holds a controlling interest in the Company, extending the PSP 2025 to him ensures parity with other employees who are not controlling shareholders, thereby reinforcing his long-term commitment to the Company.

Furthermore, as the KB Award may not be released until after the Performance Period and upon satisfaction of predetermined Performance Condition set by the Committee (or otherwise in accordance with the rules of the PSP 2025), the benefits from the KB Award will not be immediate. The value of the KB Award will be best realised when the Group's long-term performance and growth are reflected in a higher share price and enhanced shareholder value.

Accordingly, the Directors (other than Mr Kyle Borch) believe that the proposed participation of Mr Kyle Borch in the PSP 2025 represents a fair and reasonable component of his overall remuneration package.

5. THE PROPOSED GRANT OF THE KB AWARD TO MR KYLE BORCH

Subject to the Proposed Adoption of the PSP 2025 and the Proposed Participation by Mr Kyle Borch in the PSP 2025 being approved by independent Shareholders, and for the reasons set out in Section 4 above, the Company proposes to grant the KB Award to Mr Kyle Borch on the following terms:

Date of Grant	:	Any time no later than three (3) months from the adoption of the PSP 2025
Number of Shares which are the subject of the KB Award	:	Up to 100,000 Shares ⁽¹⁾
Release and Vesting of the KB Award	:	• 50% at the end of the first half-year financial period of FY2026 • 50% at the end of the second half-year financial period of FY2026
Moratorium	:	One (1) year from each Vesting Date, during which such Shares which are allotted and issued or transferred to Mr Kyle Borch pursuant to the Release of the KB Award shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except to the extent set out in the Award Letter or with the prior approval of the Committee.

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Note(s):

- (1) The actual number of Shares to be released to Mr Kyle Borch will be calculated based on the percentage (up to 100%) of the business performance metrics that have been achieved during that period.

The Company will make an announcement via SGXNET upon the grant of the KB Award in accordance with Rule 704(29) of the Listing Manual.

The number of Shares which are the subject of the KB Award has been determined after taking into account, amongst others, Mr Kyle Boarch's position, performance, leadership and management capabilities, and potential contributions to the success and development of the Group, as well as his prevailing remuneration package.

The aggregate number of Shares which are the subject of the KB Award to be finally released to Mr Kyle Borch will be subject to the achievement of certain predetermined Performance Condition as determined by the Committee or otherwise in accordance with the rules of the PSP 2025. The Performance Condition for Mr Kyle Borch will be based on, amongst others:

- (a) sales targets;
- (b) gross profit margin;
- (c) overhead margin; and
- (d) other metrics/milestones specific to Five Star Factory progress.

As soon as reasonably practicable after the end of the relevant Performance Period, the Committee will review the Performance Condition and determine at its discretion whether they have been satisfied and, if so, the extent to which they have been satisfied, and provided that Mr Kyle Borch has continued to be in the employment of the Group from the Award Date up to the end of the relevant Performance Period, may release to Mr Kyle Borch all or part (as determined by the Committee at its discretion in the case where the Committee has determined that there has been partial satisfaction of the Performance Condition) of the Shares which are the subject of the KB Award in accordance with the Release schedule specified in respect of the KB Award.

Based on 139,031,881 Shares (excluding treasury shares and subsidiary holdings) in issue as at the Latest Practicable Date, up to 20,854,782 Shares may be delivered pursuant to Awards granted under the PSP 2025 (being fifteen per cent. (15%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings, taking into account all share plans, if any) of the Company). Under the rules of the PSP 2025, (a) the aggregate number of Shares available to eligible controlling shareholders and their associates shall not exceed twenty-five per cent. (25%) of the Shares available under the PSP 2025, and (b) the aggregate number of Shares available to each controlling shareholder or his associate shall not exceed ten per cent. (10%) of the Shares available under the PSP 2025. Accordingly, Awards in respect of an aggregate of up to 5,213,695 Shares may be granted to eligible controlling shareholders and their associates, and an aggregate of up to 2,085,478 Shares may be granted to each controlling shareholder or his associate. The maximum number of Shares which may be granted under the KB Award (being 100,000 Shares) represents approximately 0.07% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) and approximately 0.48% of the maximum number of Shares available under the PSP 2025.

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In view of the foregoing, the Company believes that the Proposed Grant of the KB Award to Mr Kyle Borch is fair and not excessive.

6. DIRECTORS' AND SUBSTANTIAL SHAREHOLDERS' INTERESTS

The interests of Directors and Substantial Shareholders in the Shares as recorded in the Register of Directors' Shareholdings and Register of Substantial Shareholders, respectively, as at the Latest Practicable Date, are as follows:

	Direct Interest	Deemed Interest	Total Interest	
	No. of Shares	No. of Shares	No. of Shares	%(1)
Directors				
Christopher Reid Borch	18,485,169	41,900,000 ⁽²⁾	60,385,169	43.43
Kyle Christopher Borch	3,925,000	41,800,000 ⁽³⁾	45,725,000	32.89
Kwan Yew Kwong Kenny	—	—	—	—
Kazuo Jozeph Takeda	1,000	—	1,000	0.00%
Chua Siew Hwi	—	—	—	—
Substantial Shareholders (other than Substantial Shareholders who are Directors)				
Sarcadia LLC	41,800,000	—	41,800,000	30.07
Andrea W Borch	—	41,800,000 ⁽⁴⁾	41,800,000	30.07
Allison Ruth Borch	1,675,000	41,800,000 ⁽⁵⁾	43,475,000	31.27
Cameron Louis Borch	1,675,000	41,800,000 ⁽⁶⁾	43,475,000	31.27
Tyler Campbell Borch	1,675,000	41,800,000 ⁽⁷⁾	43,475,000	31.27

Notes:

- (1) Based on the total number of 139,031,881 Shares (excluding treasury shares and subsidiary holdings) as at the Latest Practicable Date. The Company does not have any treasury shares or subsidiary holdings as at the Latest Practicable Date. Percentage figures are rounded to the nearest two (2) decimal places.
- (2) Mr Chris Borch is deemed to be interested in (a) the 41,800,000 Shares held by Sarcadia LLC, a family company set up by Mr Chris Borch; and (b) the 100,000 Shares held by his children namely, Mr Kyle Borch, Mr Tyler Campbell Borch, Mr Cameron Louis Borch and Ms Allison Ruth Borch (under joint tenant account).
- (3) Mr Kyle Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (4) Ms Andrea W Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (5) Ms Allison Ruth Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (6) Mr Cameron Louis Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.
- (7) Mr Tyler Campbell Borch is deemed to be interested in the 41,800,000 Shares held by Sarcadia LLC.

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7. ABSTENTION FROM VOTING

7.1 The Proposed Adoption of the Share Buy-Back Mandate

In light of the exemption under Note 3(a) of Appendix 2 of the Take-over Code as set out in Section 2.14.5 of this Circular, the Relevant Parties will abstain from voting in respect of Ordinary Resolution 1 relating to the Proposed Adoption of the Share Buy-Back Mandate as set out in the Notice of EGM. The Relevant Parties will also not accept appointment as proxies or otherwise for voting on the aforesaid Ordinary Resolution 1 as set out in the Notice of EGM unless specific instructions have been given in the proxy instrument(s) on how the votes are to be cast.

7.2 The Proposed Adoption of the PSP 2025

Rule 859 of the Listing Manual provides that shareholders who are eligible to participate in the scheme must abstain from voting on any resolution relating to the scheme (other than a resolution relating to the participation of, or grant of options to, directors and employees of the issuer's parent company and its subsidiaries).

Accordingly, all persons are Shareholder and are eligible to participate in the PSP 2025 (including Group Employees, which include Group Executive Directors, and Group Non-Executive Directors) must abstain from voting on Ordinary Resolutions 2, 3 and 4 relating to the PSP 2025 as set out in the Notice of EGM, and must also not accept appointments as proxies or otherwise for voting on the aforesaid Ordinary Resolutions 2, 3 and 4 as set out in the Notice of EGM unless specific instructions have been given in the proxy instrument(s) on how the votes are to be cast.

7.3 The Proposed Participation by Mr Kyle Borch in the PSP 2025, and the Proposed Grant of the KB Award to Mr Kyle Borch

In addition to the voting abstention requirement described in Section 7.2 of this Circular above, pursuant to Rule 853 of the Listing Manual, participation in a scheme by controlling shareholders and their associates, and the actual number and terms of any Awards to be granted to them must be approved by independent shareholders of the issuer in separate resolutions for each such person.

Accordingly, Mr Kyle Borch (being a controlling shareholder holding approximately 32.89% in the issued share capital of the Company as at the Latest Practicable Date) shall abstain, and shall procure his associates to abstain, from voting at the EGM on Ordinary Resolution 3 relating to the Proposed Participation by Mr Kyle Borch in the PSP 2025 and Ordinary Resolution 4 relating to the Proposed Grant of the KB Award to Mr Kyle Borch as set out in the Notice of EGM, and shall, and will also procure his associates shall, not accept appointments as proxies for voting at the EGM on the aforesaid Resolutions 3 and 4 as set out in the Notice of EGM unless specific instructions have been given in the proxy instrument(s) on how the Shareholders wish their votes to be cast.

The Company will disregard any votes cast by aforementioned persons who are required to abstain from voting on all the resolutions to be tabled at the EGM.

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In compliance with Rule 704(16)(b) of the Listing Manual, the Company will in the announcement of the EGM results indicate the details of parties who are required to abstain from voting on any resolution(s), including the number of shares held and the individual resolution(s) on which such parties are required to abstain from voting.

8. DIRECTORS' RECOMMENDATIONS

8.1 The Proposed Adoption of the Share Buy-Back Mandate

Having considered the relevant factors, including the rationale for the Proposed Adoption of the Share Buy-Back Mandate, the Directors (other than Mr Chris Borch and Mr Kyle Borch who have abstained from making any recommendation in view of the take-over implications set out in Section 2.14 of this Circular) are of the opinion that the Proposed Adoption of the Share Buy-Back Mandate is in the best interests of the Company and accordingly, recommend that Shareholders vote **IN FAVOR OF** Ordinary Resolution 1 relating to the Proposed Adoption of the Share Buy-Back Mandate, at the forthcoming EGM.

Shareholders, in deciding whether to vote in favour of the Proposed Adoption of the Share Buy-Back Mandate, should read carefully the terms, rationale and financial effects (where applicable) of the Share Buy-Back Mandate. In giving the above recommendations, the Directors have had no regard to the specific investment objectives, financial situation, tax position or unique needs or constraints of any individual Shareholder. As different Shareholders would have different investment objectives and profiles, the Directors recommend that any individual Shareholder who may require specific advice in relation to his/her specific investment portfolio should consult his/her stockbroker, bank manager, solicitor, accountant, tax adviser or other professional adviser(s).

8.2 The Proposed Adoption of the PSP 2025, the Proposed Participation by Mr Kyle Borch in the PSP 2025, and the Proposed Grant of the KB Awards to Mr Kyle Borch

All the Directors are eligible to participate in, and are therefore interested in, the PSP 2025. They have accordingly abstained from making any recommendation to Shareholders in respect of Ordinary Resolutions 2, 3 and 4 relating to the PSP 2025 as set out in the Notice of EGM.

9. EXTRAORDINARY GENERAL MEETING

The EGM, notice of which is set out on pages N-1 to N-7 of this Circular, will be held at Big Picture Theatre, Level 9, Capital Tower, 168 Robinson Road, Singapore 068912 on Thursday, 30 October 2025 at 4.00 p.m. (or as soon as practicable immediately following the conclusion or adjournment of the AGM of the Company to be held at 2.00 p.m. on the same day and at the same place) for the purposes of considering and, if thought fit, passing, with or without modification, the ordinary resolutions relating to the Proposals as set out in the Notice of EGM.

Shareholders may participate in the EGM by:

- (a) attending the EGM in person;

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- (b) submitting substantial and relevant questions relating to the resolutions to be tabled for approval at the EGM to the Chairman of the EGM in advance of, or at, the EGM; and/or
- (c) voting at the EGM (i) themselves personally; or (ii) through their duly appointed proxy(ies).

Details of the submission of questions and voting at the EGM by Shareholders are set out in the Notice of EGM.

10. ACTION TO BE TAKEN BY SHAREHOLDERS

Shareholders who are unable to attend the EGM and wish to appoint a proxy(ies) to attend and vote at the EGM on their behalf should complete, sign and return the Proxy Form attached to this Circular in accordance with the instructions printed thereon as soon as possible and in any event (i) if submitted personally or by post, be deposited at the office of the Company's Share Registrar, B.A.C.S. Private Limited, at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896, or (ii) if submitted via email, be received by the Company's Share Registrar, B.A.C.S. Private Limited at main@zicoholdings.com, in either case, by **4.00 p.m.** on **27 October 2025** (being not less than seventy-two (72) hours before the time appointed for holding the EGM).

The completion and return of the Proxy Form by a Shareholder shall not preclude such Shareholder from attending, speaking and voting in person at the EGM should such Shareholder subsequently decide to do so. The appointment of the proxy(ies) for the EGM will be deemed to be revoked if such Shareholder attends the EGM in person and in such event, the Company reserves the right to refuse to admit any person(s) appointed under the Proxy Form to the EGM.

A Depositor will not be regarded as a Shareholder of the Company entitled to attend the EGM and to speak and vote thereat unless his name appears on the Depository Register at least seventy-two (72) hours before the time fixed for the EGM, as certified by CDP to the Company.

11. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Circular and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Circular constitutes full and true disclosure of all material facts about the Proposals, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Circular misleading.

Where information in this Circular has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Circular in its proper form and context.

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12. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents are available for inspection at the registered office of the Company at 31 Kaki Bukit Place, Eunos Techpark, Singapore 416209 during normal business hours from the date of this Circular up to the date of the EGM:

- (a) the Constitution of the Company;
- (b) the annual report of the Company for FY2025; and
- (c) the proposed rules of the PSP 2025.

Yours faithfully

For and on behalf of the Board of Directors of
MICRO-MECHANICS (HOLDINGS) LTD

Kyle Christopher Borch

Executive Director and Chief Executive Officer

APPENDIX A – RULES OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

RULES OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

1. NAME OF THE PLAN

The plan shall be called the “**Micro-Mechanics Performance Share Plan 2025**”.

2. DEFINITIONS

2.1 In the PSP 2025, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“associate”	:	(a) In relation to any director of the Company, chief executive officer, Substantial Shareholder or controlling shareholder (being an individual) means: (i) his immediate family; (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and (iii) any company in which he and his immediate family together (directly or indirectly) have an interest of thirty per cent. (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 thirty per cent. (30%) or more
“associated company”	:	A company in which at least twenty per cent. (20%) but not more than fifty per cent. (50%) of its issued shares are held by the Company or the Group
“Auditors”	:	The auditors of the Company for the time being
“Award”	:	A contingent award of Shares granted under the PSP 2025 in accordance with Rule 6
“Award Date”	:	The date on which the Award is granted pursuant to Rule 6

APPENDIX A – RULES OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

“Award Letter”	:	A letter in such form as the Committee shall approve confirming an Award granted to a Participant by the Committee
“CDP”	:	The Central Depository (Pte) Limited
“Committee”	:	The remuneration committee of the Company, or such other committee comprising directors of the Company duly authorised and appointed by the board of directors of the Company to administer the PSP 2025
“Communication”	:	An Award, including the Award Letter and/or any correspondence made or to be made under the PSP 2025 (individually or collectively)
“Companies Act”	:	The Companies Act 1967 of Singapore, as amended, modified or supplemented from time to time
“Company”	:	Micro-Mechanics (Holdings) Ltd.
“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 a company
“controlling shareholder”	:	A person who: (a) holds directly or indirectly fifteen per cent. (15%) or more of the total voting rights in a company (unless the SGX-ST has determined such a person not to be a controlling shareholder); or (b) in fact exercises control over a company
“Group”	:	The Company and its subsidiaries
“Group Employee”	:	Any employee of the Group (including any Group Executive Director who meets the relevant criteria and who shall be regarded as a Group Employee for the purposes of the PSP 2025) selected by the Committee to participate in the PSP 2025 in accordance with Rule 4

APPENDIX A – RULES OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

“Group Executive Director”	:	A director of the Company and/or any of its subsidiaries, as the case may be, who performs an executive function
“Group Non-Executive Director”	:	A director of the Company and/or any of its subsidiaries, who performs a non-executive function
“Listing Manual”	:	The listing manual of the SGX-ST, as amended, modified or supplemented from time to time
“market day”	:	A day on which the SGX-ST is open for securities trading
“Participant”	:	The holder of an Award (including, where applicable, the executor or personal representative of such holder) under the PSP 2025
“Performance Condition”	:	In relation to an Award, the condition(s) specified on the Award Date in relation to that Award
“Performance Period”	:	In relation to an Award, the period, as may be determined by the Committee at its discretion, during which the Performance Condition is to be satisfied
“PSP 2025”	:	The Micro-Mechanics Performance Share Plan 2025, as the same may be modified or altered from time to time
“Release”	:	In relation to an Award, the release at the end of the Performance Period relating to that Award of all or some of the Shares to which that Award relates in accordance with Rule 8 and, to the extent that any Shares which are the subject of the Award are not released pursuant to Rule 8, the Award in relation to those Shares shall lapse accordingly, and “Released” shall be construed accordingly
“Release Schedule”	:	In relation to an Award, a schedule in such form as the Committee shall approve, setting out the extent to which Shares which are the subject of that Award shall be Released on the Performance Condition being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the Performance Period
“Released Award”	:	An Award which has been Released in accordance with Rule 8

APPENDIX A – RULES OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

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| “Retention Period” | : | Such retention period as may be determined by the Committee and notified to the Participant at the grant of the relevant Award to that Participant |
| “SGX-ST” | : | Singapore Exchange Securities Trading Limited |
| “Shares” | : | Ordinary shares in the capital of the Company |
| “Substantial Shareholder” | : | A person who has an interest or interests (directly or indirectly) in voting Shares representing not less than five per cent. (5%) of all the voting Shares |
| “Vesting” | : | In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and “Vest” and “Vested” shall be construed accordingly |
| “Vesting Date” | : | In relation to Shares which are the subject of a Released Award, the date (as determined by the Committee and notified to the relevant Participant) on which those Shares have Vested pursuant to Rule 8 |
| “%” or “per cent.” | : | Percentage or per centum |
- 2.2 The terms **“Depositor”**, **“Depository Agent”** and **“Depository Register”** shall have the meanings ascribed to them respectively in Section 81SF of the Securities and Futures Act 2001 of Singapore.
- 2.3 Words importing the singular shall, where applicable, include the plural and *vice versa*. Words importing the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. References to persons shall, where applicable, include corporations.
- 2.4 Any reference to a time of day in the PSP 2025 shall be a reference to Singapore time unless otherwise stated.
- 2.5 Any reference in the PSP 2025 to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any term defined under the Companies Act, the Listing Manual or any statutory modification thereof and used in the PSP 2025 shall, where applicable, have the meaning ascribed to it under the Companies Act, the Listing Manual or any statutory modification thereof, as the case may be, unless the context otherwise requires.

APPENDIX A – RULES OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

3. OBJECTIVES OF THE PSP 2025

The PSP 2025 is a share incentive scheme and is proposed on the basis that it is important to retain talent whose contributions are essential to the well-being and prosperity of the Group and to give recognition to outstanding employees and directors of the Group who have contributed to the growth of the Group.

The PSP 2025 will give Participants an opportunity to have a personal equity interest in the Company and will help to achieve the following positive objectives:

- (a) to motivate the Participant to optimise his performance standards and efficiency and to maintain a high level of contribution to the Group;
- (b) to retain key employees and directors of the Group whose contributions are essential to the long-term growth and profitability of the Group;
- (c) to instil loyalty to, and a stronger identification by the Participants with the long-term prosperity of, the Company;
- (d) to attract potential employees with relevant skills to contribute to the Group and to create value for the Shareholders; 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 PSP 2025 subject to the absolute sole discretion of the Committee:

- (a) Group Employees (including Group Executive Directors) who have attained the age of twenty-one (21) years and hold such rank as may be designated by the Committee from time to time and who have, as of the Award Date, been in full time employment of the Group for a period of at least twelve (12) months (or in the case of any Group Executive Director, such shorter period as the Committee may determine); and
- (b) Group Non-Executive Directors, shall be eligible to participate in the PSP 2025 at the absolute discretion of the Committee.

For the avoidance of doubt, directors and employees of associated companies, and directors and employees of the Company's parent company (if any) and the subsidiaries of the Company's parent company (if any) will not be entitled to participate in the PSP 2025.

- 4.2 Controlling shareholders and their associates who satisfy the criteria set out in Rule 4.1 above shall be eligible to participate in the PSP 2025 provided that:

- (a) their participation; and
- (b) the actual or maximum number of Shares and terms of any Awards to be granted to them,

APPENDIX A – RULES OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

have been approved by independent shareholders of the Company at a general meeting in separate resolutions for each such person and, in respect of each such person, in separate resolutions for each of (i) his participation and (ii) the actual or maximum number of Shares and terms of any Awards to be granted to him, provided always that it shall not be necessary to obtain the approval of the independent shareholders of the Company for the participation in the PSP 2025 of a controlling shareholder or his associate who is, at the relevant time, already a Participant.

- 4.3 The eligibility of Participants to participate in the PSP 2025 and the number of Shares which are the subject of each Award to be granted to a Participant in accordance with the PSP 2025 shall be determined at the absolute discretion of the Committee, which shall take into account such criteria as it considers fit, including but not limited to:
- (a) the financial performance of the Group;
 - (b) his rank, job performance, years of service, performance history and potential for future development and his contribution to the success and development of the Group; and
 - (c) if applicable, the extent of effort and difficulty with which the Performance Condition may be achieved within the Performance Period by such Participant.
- 4.4 There shall be no restriction on the eligibility of any Participant to participate in any other share option or share-based incentive scheme implemented by the Company or any other company within the Group (if any) from time to time.
- 4.5 Subject to the Companies Act and any requirements of the SGX-ST, the terms of eligibility for participation in the Scheme may be amended from time to time at the absolute discretion of the Committee.

5. LIMITATION ON THE SIZE OF THE PSP 2025

- 5.1 The aggregate number of Shares which may be delivered pursuant to Awards granted under the PSP 2025 on any date, when added to:
- (a) the total number of new Shares allotted and issued and/or to be allotted and issued and the existing Shares (including treasury shares) delivered and/or to be delivered, pursuant to Awards already granted under the PSP 2025; and
 - (b) the total number of Shares subject to any other share option schemes or share schemes of the Company,

shall not exceed fifteen per cent. (15%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day preceding the date of the relevant new Award.

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5.2 In addition, the number of Shares available to controlling shareholders and their associates are subject to the following:

- (a) the aggregate number of Shares which may be issued or transferred pursuant to Awards under the PSP 2025 to Participants who are controlling shareholders and their associates shall not exceed twenty-five per cent. (25%) of the Shares available under the PSP 2025; and
- (b) the number of Shares which may be issued or transferred pursuant to Awards under the PSP 2025 to each Participant who is a controlling shareholder or his associate shall not exceed ten per cent. (10%) of the Shares available under the PSP 2025.

5.3 Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards granted by the Committee under the PSP 2025.

6. GRANT OF AWARDS

6.1 Subject as provided in Rule 5, the Committee may grant Awards to eligible Group Employees and Group Non-Executive Directors as the Committee may select, in its absolute discretion, at any time during the period when the PSP 2025 is in force.

6.2 The Committee shall decide, in relation to an Award:

- (a) the Participant;
- (b) the Award Date;
- (c) the number of Shares which are the subject of the Award;
- (d) the Performance Condition(s);
- (e) the Performance Period;
- (f) the Release Schedule;
- (g) the Vesting Date; and
- (h) any other condition which the Committee may determine in relation to that Award.

6.3 As soon as reasonably practicable after making an Award, the Committee shall send to each Participant an Award Letter confirming the Award and specifying in relation to the Award:

- (a) the Award Date;
- (b) the number of Shares which are the subject of the Award;
- (c) the Performance Condition;
- (d) the Performance Period;

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- (e) the Release Schedule;
- (f) the Vesting Date; and
- (g) any other condition which the Committee may determine in relation to that Award.

6.4 Participants are not required to pay for the grant of Awards.

6.5 The Committee may amend or waive the Performance Period, the Performance Condition and/or the Release Schedule in respect of any Award:

- (a) in the event that a take-over offer being made for the Shares becomes or is declared unconditional or if 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 is approved by the shareholders of the Company and/or sanctioned by the court under the Companies Act or in the event that an order is made or a resolution is passed for the winding-up of the Company (other than as provided in Rule 7.1(c) or for amalgamation or reconstruction) or in the event that a proposal to liquidate or sell all or substantially all of the assets of the Company; or
- (b) in the event that the Company shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie); or
- (c) if anything happens which causes the Committee to conclude that:
 - (i) an amended Performance Condition and/or Release Schedule would be a fairer measure of performance, and would be no less difficult to satisfy; or
 - (ii) the Performance Condition and/or Release Schedule should be waived,

and shall notify the Participants of such change or waiver (but accidental omission to give notice to any Participant(s) shall not invalidate any such change or waiver).

6.6 An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Shares to which the Released Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except with the prior approval of the Committee and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award without the prior approval of the Committee, that Award or Released Award shall immediately lapse.

7. EVENTS PRIOR TO THE VESTING DATE

7.1 An Award shall, to the extent not yet Released, immediately lapse without any claim whatsoever against the Company:

- (a) in the event of misconduct on the part of the Participant as determined by the Committee in its discretion;

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- (b) where the Participant is a Group Employee, upon the Participant ceasing to be in the employment of the Group for any reason whatsoever (other than as specified in Rule 7.2(b)); or
- (c) in the event of an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency.

For the purpose of Rule 7.1(b), the Participant shall be deemed to have ceased to be so employed as of the date of the notice of termination or notice of resignation (as the case may be) is tendered by or is given to him, unless such notice shall be withdrawn prior to its effective date.

7.2 In any of the following events, namely:

- (a) the Participant is adjudicated a bankrupt or enters into an arrangement or composition with his creditors or any event occurs which results in him being deprived of the legal or beneficial ownership of any Awards held by him;
- (b) where the Participant ceases to be in the employment of the Group by reason of:
 - (i) ill health, injury or disability (in each case, evidenced to the satisfaction of the Committee);
 - (ii) redundancy;
 - (iii) retirement at or after the legal retirement age;
 - (iv) retirement before the legal retirement age with the consent of the Committee;
 - (v) the company by which he is employed or to which he is seconded, as the case may be, 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, as the case may be;
 - (vi) (where applicable) his transfer of employment between companies within the Group;
 - (vii) (where applicable) his transfer to any government ministry, governmental or statutory body or corporation at the direction of any company within the Group; or
 - (viii) any other event approved by the Committee;
- (c) where the Participant, being a Group Executive Director or Group Non-Executive Director (as the case may be), ceases to be a director of the Company, the relevant subsidiary of the Company, for any reason whatsoever;
- (d) the death of the Participant; or
- (e) any other event approved by the Committee,

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the Committee may, in its absolute discretion determine whether an Award then held by such Participant, to the extent not yet Released, shall lapse or that all or any part of such Award shall be preserved. If the Committee determines that an Award shall lapse, then such Award shall lapse without any claim whatsoever against the Company. If the Committee determines that all or any part of an Award shall be preserved, the Committee shall decide as soon as reasonably practicable following such event either to Vest some or all of the Shares which are the subject of the Award or to preserve all or part of any Award until the end of the Performance Period and subject to the provisions of the PSP 2025. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant, and the extent to which the Performance Condition has been satisfied.

7.3 Without prejudice to the provisions of Rules 6.5 and 8.1, if before the Vesting Date, any of the following occurs:

- (a) a take-over offer for the Shares becomes or is declared unconditional;
- (b) 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 being approved by shareholders of the Company and/or sanctioned by the court under the Companies Act; or
- (c) an order being made or a resolution being passed for the winding-up of the Company (other than as provided in Rule 7.1(c) or for amalgamation or reconstruction),

the Committee will consider, at its discretion, whether or not to Release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to Release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will have regard to the proportion of the Performance Period which has elapsed and the extent to which the Performance Condition has been satisfied. Where Awards are Released, the Committee will, as soon as practicable after the Awards have been Released, procure the allotment or transfer to each Participant of the number of Shares so determined, such allotment or transfer to be made in accordance with Rule 8.

8. REVIEW OF PERFORMANCE CONDITION, VESTING OF AWARDS AND RELEASE OF AWARDS

8.1 Review of Performance Condition

8.1.1 The Committee shall, as soon as reasonably practicable after the end of each Performance Period, review the Performance Condition specified in respect of each Award and determine at its discretion:

- (a) whether a Performance Condition has been satisfied and if so, the extent to which it has been satisfied;
- (b) whether any other condition applicable to such Award has been satisfied; and

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- (c) the number of Shares (if any) comprised in such Award to be Released to the relevant Participant,

and (subject to Rules 7 and 8.1.2) provided that the relevant Participant has continued to be a Group Employee or a Group Non-Executive Director from the Award Date up to the end of the Performance Period, shall Release to that Participant all or part (as determined by the Committee at its discretion in the case where the Committee has determined that there has been partial satisfaction of the Performance Condition) of the Shares to which his Award relates in accordance with the Release Schedule specified in respect of his Award on the Vesting Date. If not, the Awards shall lapse and be of no value.

- 8.1.2 The Committee shall have the discretion to determine whether the Performance Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Committee shall have the right to make computational adjustments to the audited results of the Company or the Group, to take into account such factors as the Committee may determine to be relevant, including changes in accounting methods, taxes and extraordinary events, and further (but without prejudice to the provisions of Rule 6.5), the right to amend the Performance Condition if the Committee decides that a changed performance target would be a fairer measure of performance.

8.2 Delivery of Shares

- 8.2.1 Shares which are Released to a Participant pursuant to Rule 8.1 shall be delivered on a market day falling as soon as practicable (as determined by the Committee) after the relevant Vesting Date by way of an allotment or transfer to the Participant of the relevant number of Shares (which may, in the case of a transfer of Shares, include Shares held by the Company as treasury shares).
- 8.2.2 Where new Shares are allotted pursuant to Rule 8.2.1, the Company shall, as soon as practicable after such allotment, apply to the SGX-ST for permission to deal in and for quotation of such Shares.
- 8.2.3 Shares which are allotted or transferred to a Participant pursuant to the Release of any Award shall be issued in the name of, or transferred to, CDP to the credit of the securities account of that Participant maintained with CDP or the securities sub-account of that Participant maintained with a Depository Agent, in each case, as designated by that Participant.

8.3 Ranking of Shares

New Shares allotted and issued, and existing Shares procured by the Company for transfer, on the Release of an Award shall:

- (a) be subject to all the provisions of the Companies Act and the Constitution 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, the record date for which is on

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or after the later of (i) the relevant Vesting Date, and (ii) the date of issue of the Shares, and shall in all other respects rank *pari passu* with other existing Shares then in issue.

For the purposes of this Rule 8.3, “**record date**” means the date fixed by the Company for the purposes of determining entitlements to dividends or other distributions to or rights of holders of Shares.

8.4 **Moratorium**

Shares which are allotted and issued or transferred to a Participant pursuant to the Release of an Award shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, during the Retention Period, except to the extent set out in the Award Letter or with the prior approval of the Committee. The Company may take steps that it considers necessary or appropriate to enforce or give effect to this disposal restriction including specifying in the Award Letter the conditions which are to be attached to an Award for the purpose of enforcing this disposal restriction.

9. **ADJUSTMENT EVENTS**

9.1 If a variation in the issued ordinary share capital of the Company (whether by way of a bonus or rights issue, capital reduction, subdivision or consolidation of shares, distribution, or otherwise) shall take place or (without prejudice to the provisions of Rule 6.5) if the Company shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie), then the Committee may, in its sole discretion, determine whether:

- (a) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested; and/or
- (b) the class and/or number of Shares in respect of which future Awards may be granted under the PSP 2025,

shall be adjusted and if so, the manner in which such adjustments should be made. Any adjustment must be made in a way that a Participant will not receive a benefit that a shareholder of the Company does not receive.

9.2 Unless the Committee considers an adjustment to be appropriate, the following events will not normally be regarded as a circumstance requiring an adjustment:

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

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- 9.3 Notwithstanding the provisions of Rule 9.1, any adjustment (except in relation to a bonus 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.
- 9.4 Upon any adjustment required to be made pursuant to this Rule 9, the Company shall notify the Participant (or his duly appointed personal representatives where applicable) in writing and deliver to him (or his duly appointed personal representatives where applicable) a statement setting forth the class and/or number of Shares which are the subject of the adjusted Award. Any adjustment shall take effect upon such written notification being given or on such date as may be specified in such written notification.

10. ADMINISTRATION OF THE PSP 2025

- 10.1 The PSP 2025 shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the board of directors of the Company, provided that no member of the Committee shall participate in any deliberation or decision in respect of Awards granted or to be granted to him. The Committee shall comprise directors of the Company (including directors who may be Participants of the PSP 2025).
- 10.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the PSP 2025) for the implementation and administration of the PSP 2025, to give effect to the provisions of the PSP 2025 and/or to enhance the benefit of the Awards and the Released Awards to the Participants, as it may, in its absolute discretion, think fit. Any matter pertaining or pursuant to the PSP 2025, and any dispute and uncertainty as to the interpretation of the PSP 2025, any rule, regulation or procedure thereunder or any rights under the PSP 2025, shall be determined by the Committee.
- 10.3 Neither the PSP 2025 nor the Awards granted under the PSP 2025 shall impose on the Company or the Committee or any of its members any liability whatsoever in connection with:
- (a) the lapsing of any Awards pursuant to any provision of the PSP 2025;
 - (b) the failure or refusal by the Committee to exercise, or the exercise by the Committee of, any discretion under the PSP 2025; and/or
 - (c) any decision or determination of the Committee made pursuant to any provision of the PSP 2025.
- 10.4 Any decision or determination of the Committee made pursuant to any provision of the PSP 2025 (other than a matter to be certified by the Auditors) shall be final, binding and conclusive (including for the avoidance of doubt, any decisions pertaining to disputes as to the interpretation of the PSP 2025 or any rule, regulation or procedure hereunder or as to any rights under the PSP 2025). The Committee shall not be required to furnish any reasons for any decision or determination made by it.

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11. NOTICES AND COMMUNICATIONS

- 11.1 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) or facsimile number, and marked for the attention of the Committee, as may be notified by the Company to the Participant in writing.
- 11.2 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 the Participant at his home address, electronic mail address or facsimile number according to the records of the Company or the last known address, electronic mail address or facsimile number of the Participant.
- 11.3 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 11.2 or, if sent by post, on the day following the date of posting or, if sent by electronic mail or facsimile transmission, on the day of despatch.
- 11.4 It shall be the Participant's sole responsibility to ensure that all information contained in a Communication is complete, accurate, current, true and correct.
- 11.5 The Company's records of the Communications, and its record of any transactions maintained by any relevant person authorised by the Company relating to or connected with the PSP 2025, whether stored in electronic or printed form, shall be binding and conclusive on the Participant and shall be conclusive evidence of such Communications and/or transactions. All such records shall be admissible in evidence and the Participant shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and the Participant waives any of his rights (if any) to so object.
- 11.6 Any provision in these Rules or any regulation of the Committee requiring a Communication to be signed by a Participant may be satisfied in the case of an electronic Communication, by the execution of any on-line act, procedure or routine designated by the Company to signify the Participant's intention to be bound by such Communication.

12. MODIFICATIONS TO THE PSP 2025

- 12.1 Any or all the provisions of the PSP 2025 may be modified and/or altered at any time and from time to time by a resolution of the Committee, except that:
- (a) no modification or alteration shall alter adversely the rights attached to any Award granted prior to such modification or alteration except with the consent in writing of such number of Participants who, if their Awards were Released to them upon the Performance Condition for their Awards being satisfied in full, would become entitled to not less than three-quarters in number of all the Shares which would fall to be Vested upon Release of all outstanding Awards upon the Performance Condition for all outstanding Awards being satisfied in full;

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- (b) the definitions of “Group Employee”, “Group Executive Director”, “Group Non-Executive Director”, “Participant”, “Performance Period” and “Release Schedule” and the provisions of Rules 4, 5, 6, 7, 8, 9, 10 and this Rule 12 shall not be altered to the advantage of Participants except with the prior approval of the Company’s shareholders in general meeting; and
- (c) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be necessary.

For the purposes of Rule 12.1(a), the opinion of the Committee as to whether any modification or alteration would adversely affect the rights attached to any Award shall be final, binding and conclusive.

For the avoidance of doubt, nothing in this Rule 12.1 shall affect the right of the Committee under any other provision of the PSP 2025 to amend or adjust any Award.

- 12.2 Notwithstanding anything to the contrary contained in Rule 12.1, the Committee may at any time by resolution (and without other formality, save for the prior approval of the SGX-ST) amend or alter the PSP 2025 in any way to the extent necessary or desirable, in the opinion of the Committee, to cause the PSP 2025 to comply with, or take into account, any statutory provision (or any amendment or modification thereto, including amendment of or modification to the Companies Act) or the provision or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).
- 12.3 Written notice of any modification or alteration made in accordance with this Rule 12 shall be given to all Participants.

13. TERMS OF EMPLOYMENT UNAFFECTED

The terms of employment and/or directorship of a Participant shall not be affected by his participation in the PSP 2025, 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.

14. DURATION OF THE PSP 2025

- 14.1 The PSP 2025 shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the date on which the PSP 2025 is adopted by the Company in general meeting, provided always that the PSP 2025 may continue beyond the above stipulated period with the approval of the Company’s shareholders by ordinary resolution in general meeting and of any relevant authorities which may then be required.
- 14.2 The PSP 2025 may be terminated at any time by the Committee or, at the discretion of the Committee, by resolution of the Company in general meeting, subject to all relevant approvals which may be required and if the PSP 2025 is so terminated, no further Awards shall be granted by the Committee hereunder.

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- 14.3 The expiry or termination of the PSP 2025 shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been Released (whether fully or partially) or not.

15. TAXES

All taxes (including income tax) arising from the grant, Vesting or Release of any Award granted to any Participant under the PSP 2025 shall be borne by that Participant.

16. COSTS AND EXPENSES OF THE PSP 2025

- 16.1 Each Participant shall be responsible for all fees of CDP relating to or in connection with the allotment and issue, or transfer, of any Shares pursuant to the Release of any Award in CDP's name, the deposit of share certificate(s) or, as the case may be, share transfer form(s) with CDP, the Participant's securities account with CDP, or the Participant's securities sub-account with a Depository Agent.
- 16.2 Save for the taxes referred to in Rule 15 and such other costs and expenses expressly provided in the PSP 2025 to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the PSP 2025 including but not limited to the fees, costs and expenses relating to the allotment and issue, or transfer, of Shares pursuant to the Release of any Award shall be borne by the Company.

17. 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, or procuring the transfer of, the Shares or applying for or procuring the listing of new Shares on the SGX-ST in accordance with Rule 8.2.2.

18. DISCLOSURES IN ANNUAL REPORT

The following disclosures or appropriate negative statements (as applicable) will be made by the Company in its annual report for so long as the PSP 2025 continues in operation:

- (a) the names of the members of the Committee administering the PSP 2025;
- (b) in respect of the following Participants of the PSP 2025:
 - (i) directors of the Company;
 - (ii) Participants who are controlling shareholders and their associates; and
 - (iii) Participants (other than those in Rules 18(b)(i) and (ii) above) who have received Shares pursuant to the Release of Awards granted under the PSP 2025 which, in aggregate, represent five per cent. (5%) or more of the aggregate of the total number of Shares available under the PSP 2025,

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the following information:

- (A) the name of the Participant;
 - (B) the number of Awards granted during the financial year under review (including terms);
 - (C) the aggregate number of Shares comprised in Awards granted since the commencement of the PSP 2025 to the end of the financial year under review;
 - (D) the following particulars relating to Awards which have been Released since the commencement of the PSP 2025 to the end of the financial year under review:
 - (aa) the number of new Shares issued to such Participant; and
 - (bb) the number of existing Shares transferred to such participant; and
 - (E) the aggregate number of Shares comprised in Awards which have not been Released as at the end of the financial year under review; and
- (c) in relation to the PSP 2025, the following information:
- (i) the aggregate number of Shares comprised in Awards granted under the PSP 2025 since the commencement of the PSP 2025 to the end of the financial year under review;
 - (ii) the aggregate number of Shares comprised in Awards which have Released under the PSP 2025 during the financial year under review and in respect of such Awards, the proportion of:
 - (A) new Shares issued; and
 - (B) existing Shares transferred and, where existing Shares were purchased for delivery, the range of prices at which such Shares were purchased,upon the Release of Awards granted under the PSP 2025; and
 - (iii) the aggregate number of Shares comprised in Awards granted under the PSP 2025 which have not been Released as at the end of the financial year under review.

19. DISPUTES

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

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20. ABSTENTION FROM VOTING

Shareholders who are eligible to participate in the PSP 2025 must abstain from voting on any resolution relating to the PSP 2025 and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the proxy form on how the vote is to be cast.

In addition, participation in the PSP 2025 by controlling shareholders and their associates, and the actual number and terms of any Awards to be granted to them must be approved by independent shareholders of the Company in separate resolutions for each such person.

21. GOVERNING LAW AND DISPUTE RESOLUTION

The PSP 2025 shall be governed by, and construed in accordance with, the laws of the Republic of Singapore.

The Participants, by accepting grants of Awards in accordance with the PSP 2025, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

No person other than the Company or a Participant shall have any right to enforce any provision of the PSP 2025 or any Award by the virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore.

23. COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA

For the purposes of implementing and administering the PSP 2025, and in order to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines, the Company will collect, use and disclose the personal data of the Participants, as contained in each Award Letter and/or any other notice or communication given or received pursuant to the PSP 2025, and/or which is otherwise collected from the Participants (or their authorised representatives). By participating in the PSP 2025, each Participant 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 and/or third parties who provide services to the Company (whether within or outside Singapore), and to the collection, use and further disclosure by such parties for such purposes. Each Participant also warrants that where he discloses the personal data of third parties to the Company in connection with the PSP 2025, he has obtained the prior consent of such third parties for the Company to collect, use and disclose their personal data for the abovementioned purposes, in accordance with any applicable laws, listing rules, take-over rules, regulations and/or guidelines. Each Participant shall indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the Participant's breach of this warranty.

NOTICE OF EXTRAORDINARY GENERAL MEETING

MICRO-MECHANICS (HOLDINGS) LTD

(Incorporated in the Republic of Singapore)
(Company Registration No.: 199604632W)

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (the “**EGM**”) of **MICRO-MECHANICS (HOLDINGS) LTD** (the “**Company**”) will be held at Big Picture Theatre, Level 9, Capital Tower, 168 Robinson Road, Singapore 068912 on Thursday, 30 October 2025 at 4.00 p.m. (or as soon as practicable immediately following the conclusion or adjournment of the annual general meeting of the Company to be held at 2.00 p.m. on the same day at the same place) for the purpose of considering and, if thought fit, passing with or without any modifications, the following resolutions:

*Unless otherwise defined, all capitalised terms used in this Notice of EGM which are not defined herein shall have the same meanings ascribed to them in the circular issued by the Company to its Shareholders dated 30 September 2025 (the “**Circular**”).*

ORDINARY RESOLUTION 1 – THE PROPOSED ADOPTION OF THE SHARE BUY-BACK MANDATE

THAT:

- (a) for the purposes of the Companies Act 1967 of Singapore (the “**Companies Act**”) and the Listing Manual of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”), the exercise by the Directors of all the powers of the Company to purchase or otherwise acquire the issued ordinary shares in the capital of the Company (the “**Shares**”) not exceeding in aggregate the Maximum Limit (as hereinafter defined), at such price(s) as may be determined by the Directors from time to time up to the Maximum Price (as hereinafter defined), whether by way of:
 - (i) on-market purchases (“**Market Purchases**”) transacted through the SGX-ST’s trading system and/or, as the case may be, such other stock exchange for the time being on which the Shares are listed and quoted; and/or
 - (ii) off-market purchases (“**Off-Market Purchases**”) effected in accordance with any equal access scheme(s) (as defined in Section 76C of the Companies Act) as may be determined or formulated by the Directors as they consider fit, which scheme(s) shall satisfy all the conditions prescribed by the Companies Act,and otherwise in accordance with all applicable laws and regulations including the rules of the SGX-ST or, as the case may be, such other stock exchange for the time being on which the Shares may be listed and quoted, be and is hereby authorised and approved generally and unconditionally (the “**Share Buy-Back Mandate**”);
- (b) unless varied or revoked by an ordinary resolution of shareholders of the Company in general meeting, the authority conferred on the Directors pursuant to the Share Buy-Back Mandate may be exercised by the Directors at any time and from time to time during the period commencing from the passing of this Resolution and expiring on the earliest of:
 - (i) the date on which the next AGM of the Company is held or is required by law to be held;

NOTICE OF EXTRAORDINARY GENERAL MEETING

- (ii) the date on which purchases or acquisitions of Shares by the Company pursuant to the Share Buy-Back Mandate are carried out to the full extent mandated; or
 - (iii) the date on which the authority conferred by the Share Buy-Back Mandate is varied or revoked by the shareholders of the Company in general meeting;
- (c) in this Resolution:

“Average Closing Price” means the average of the closing market prices of the Shares over the last five (5) market days, on which transactions in the Shares were recorded, immediately preceding the date of the Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase, and deemed to be adjusted in accordance with the listing rules of the SGX-ST for any corporate action which occurs during the relevant five-day period and the date of the Market Purchase by the Company or, as the case may be, the date of the making of the offer pursuant to the Off-Market Purchase;

“date of the making of the offer” means the date on which the Company announces its intention to make an offer for an Off-Market Purchase, stating therein the purchase price (which shall not be more than the Maximum Price for an Off-Market Purchase) for each Share and the relevant terms of the equal access scheme for effecting the Off-Market Purchase;

“Maximum Limit” means that number of Shares representing ten per cent. (10%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings, if any) as at the date of the passing of this Resolution; and

“Maximum Price” in relation to a Share to be purchased or acquired, means the purchase price (excluding brokerage, commission, applicable goods and services tax, stamp duties, and other related expenses) which shall not exceed:

- (i) in the case of a Market Purchase, 105 per cent. (105%) of the Average Closing Price of the Shares; and
 - (ii) in the case of an Off-Market Purchase, 120 per cent. (120%) of the Average Closing Price of the Shares; and
- (d) the Directors and any of them, as well as the Chief Executive Officer and the Senior Vice President, Finance of the Company, be and are hereby authorised to complete and do all such acts and things (including executing such documents as may be required) as they may consider expedient or necessary or in the interest of the Company to give effect to the Share Buy-Back Mandate and/or this Resolution.

NOTICE OF EXTRAORDINARY GENERAL MEETING

ORDINARY RESOLUTION 2 – THE PROPOSED ADOPTION OF THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

THAT:

- (a) a new performance share plan to be known as the “Micro-Mechanics Performance Share Plan 2025” (the “**PSP 2025**”), under which awards (the “**Awards**”) in the form of fully paid ordinary shares in the capital of the Company (the “**Shares**”) will be granted, free of payment, pursuant to the PSP 2025, to eligible participants comprising Group Employees (including Group Executive Directors) and Group Non-Executive Directors, details of which are set out in the Circular dated 30 September 2025, be and is hereby approved;
- (b) the Directors be and are hereby authorised to:
 - (i) establish and administer the PSP 2025;
 - (ii) modify and/or alter the PSP 2025 from time to time and at any time, provided that such modification and/or alteration is effected in accordance with the provisions of the PSP 2025; and
 - (iii) do all such acts and to enter into all such transactions and arrangements as may be necessary or expedient in order to give full effect to the PSP 2025; and
- (c) the Directors be and are hereby authorised to:
 - (i) grant Awards in accordance with the provisions of the PSP 2025; and
 - (ii) allot and issue or transfer from time to time such number of Shares as may be required to be delivered pursuant to the vesting of Awards under the PSP 2025,

provided that the aggregate number of (A) new Shares allotted and issued and/or to be allotted and issued, and existing Shares (including treasury shares) delivered and/or to be delivered, pursuant to Awards granted under the PSP 2025, and (B) any Shares subject to any other share option schemes or share schemes of the Company, shall not exceed fifteen per cent. (15%) of the total number of issued Shares (excluding treasury shares and subsidiary holdings) of the Company from time to time, as determined in accordance with the provisions of the PSP 2025.

ORDINARY RESOLUTION 3 – THE PROPOSED PARTICIPATION BY MR KYLE CHRISTOPHER BORCH, A CONTROLLING SHAREHOLDER OF THE COMPANY, IN THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

THAT subject to and contingent upon the passing of Ordinary Resolution 2, the proposed participation by Mr Kyle Christopher Borch, a controlling shareholder of the Company, in the Micro-Mechanics Performance Share Plan 2025, be and is hereby approved.

NOTICE OF EXTRAORDINARY GENERAL MEETING

ORDINARY RESOLUTION 4 – THE PROPOSED GRANT OF AN AWARD OF UP TO 100,000 SHARES TO MR KYLE CHRISTOPHER BORCH, A CONTROLLING SHAREHOLDER OF THE COMPANY, UNDER THE MICRO-MECHANICS PERFORMANCE SHARE PLAN 2025

THAT:

- (a) subject to and contingent upon the passing of Ordinary Resolutions 2 and 3, the proposed grant of an award of up to 100,000 Shares to Mr Kyle Christopher Borch, a controlling shareholder of the Company, under the PSP 2025 and on the following terms, be and is hereby approved:

Date of Grant : Any time no later than three (3) months from the adoption of the PSP 2025

Number of Shares which are : Up to 100,000 Shares
the subject of the KB Award

Release and Vesting of the : • 50% at the end of the first half-year financial period of
KB Award FY2026

- 50% at the end of the second half-year financial period of FY2026

Moratorium : One (1) year from each Vesting Date, during which such Shares which are allotted and issued or transferred to Mr Kyle Christopher Borch pursuant to the Release of the KB Award shall not be transferred, charged, assigned, pledged or otherwise disposed of, in whole or in part, except to the extent set out in the Award Letter or with the prior approval of the Committee.

- (b) the Directors be and are hereby authorised to:

- (i) allot and issue or transfer such number of Shares to Mr Kyle Christopher Borch as may be required to be delivered upon the release of the KB Award, whether in whole or in parts; and
- (ii) do all such acts and things (including executing such documents as may be required) as they may consider necessary, expedient, incidental or in the interests of the Company to give effect to this Resolution.

BY ORDER OF THE BOARD

Kyle Christopher Borch
Executive Director and Chief Executive Officer
30 September 2025
Singapore

NOTICE OF EXTRAORDINARY GENERAL MEETING

Notes:

1. The EGM will be held, in a **wholly physical format**, at Big Picture Theatre, Level 9, Capital Tower, 168 Robinson Road, Singapore 068912 on Thursday, 30 October 2025 at 4.00 p.m. (or as soon as practicable immediately following the conclusion or adjournment of the annual general meeting of the Company to be held at 2.00 p.m. on the same day and at the same place). **There will be no option for members to participate in the EGM virtually.**
2. EGM Documents. This Notice of EGM, the accompanying Proxy Form and the Circular have been made available via SGXNET at the URL <https://www.sgx.com/securities/company-announcements> and on the Company's website at the URL <https://micromechanics.listedcompany.com/>. Members and investors are advised to check SGXNET and/or the Company's website regularly for updates.

Printed copies of this Notice of EGM and the accompanying Proxy Form and the Request Form will be sent by post to the members. Members who wish to receive a printed copy of the Circular are required to complete the Request Form and return it to the Company by **7 October 2025**:

(a) via email to investor@micro-mechanics.com; or

(b) via post to the Company's registered office at 31 Kaki Bukit Place, Eunos Techpark, Singapore 416209.

3. Submission of Questions prior to the EGM. Members may submit substantial and relevant questions relating to the resolutions to be tabled for approval at the EGM in advance of the EGM by **4.00 p.m. on 8 October 2025** (being seven (7) calendar days after the date of the Notice of EGM) (the "**Cut-Off Time**"):

(a) via email to investor@micro-mechanics.com; or

(b) via post to the Company's registered office at 31 Kaki Bukit Place, Eunos Techpark, Singapore 416209.

Members submitting questions are required to provide the following details, for verification purposes:

(i) full name;

(ii) NRIC/Passport/Company Registration No. (as applicable);

(iii) email address;

(iv) number of Shares held; and

(v) the manner in which they hold Shares in the Company,

failing which the Company shall be entitled to regard the submission as invalid and not respond to the questions submitted.

The Company will endeavor to address all substantial and relevant questions relating to the resolutions to be tabled for approval at the EGM received from members by the Cut-Off Time and publish its responses on SGXNET and the Company's website not later than **25 October 2025** (being forty-eight (48) hours prior to the closing date and time for the lodgement of Proxy Form). Any subsequent clarification sought, or substantive and relevant questions which are submitted after the Cut-Off Time will be consolidated and addressed at the EGM. **Where substantially similar questions are received, the Company may consolidate such questions and consequently not all questions may be individually addressed.**

The Company will publish the minutes of the EGM on SGXNET and the Company's website within one (1) month after the date of the EGM, and the minutes will include the responses to the questions referred to above.

4. Voting by Proxy. A member who is unable to attend the EGM and wishes to appoint proxy(ies) to attend, speak and vote at the EGM on his/her/its behalf should complete, sign and return the Proxy Form in accordance with the instructions printed thereon.

A proxy need not be a member of the Company.

A member who is not a relevant intermediary is entitled to appoint not more than two (2) proxies to attend, speak and vote at the EGM. Where such member's instrument appointing a proxy(ies) appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the instrument. If no percentage is specified, the first named proxy shall be treated as representing 100 per cent. (100%) of the shareholding and the second named proxy shall be deemed to be an alternate to the first named.

NOTICE OF EXTRAORDINARY GENERAL MEETING

A member who is a relevant intermediary is entitled to appoint more than two (2) 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 instrument 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 instrument.

Investors who have used their Central Provident Fund (“CPF”) monies (“**CPF Investors**”) or monies in their Supplemental Retirement Scheme (“**SRS**”) accounts (“**SRS Investors**”) to buy shares in the Company (as may be applicable):

- (a) may vote at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or
- (b) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by **4.00 p.m.** on **21 October 2025** (being at least seven (7) working days before the EGM).

“**Relevant intermediary**” has the meaning ascribed to it in Section 181 of the Companies Act 1967 of Singapore as set out below:

- (i) a banking corporation licensed under the Banking Act 1970 of Singapore or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
- (ii) a person holding a capital markets services licence to provide custodial services under the Securities and Futures Act 2001 of Singapore and who holds shares in that capacity; or
- (iii) the CPF Board established by the Central Provident Fund Act 1953 of Singapore (the “**CPF Act**”), in respect of shares purchased under the subsidiary legislation made under the CPF Act providing for the making of investments from the contributions and interest standing to the credit of members of the CPF, if the CPF Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.

A member may choose to appoint the Chairman of the EGM as his/her/its proxy, but this is not mandatory. In appointing the Chairman of the EGM as proxy, the member (whether individual or corporate) must give specific instructions as to voting, or abstentions from voting, in the form of proxy, failing which the appointment of the Chairman of the EGM as proxy for that resolution will be treated as invalid. In appointing such other person(s) as proxy, if no specific direction as to voting is given, the proxy(ies) will vote or abstain from voting at his/her/their discretion, as he/she/they will on any other matters arising at the EGM.

A corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at the EGM, and the person so authorised shall upon production of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.

The instrument appointing proxy(ies) must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing proxy(ies) is executed by a corporation, it must be executed under its common seal (or otherwise in accordance with its constitution) or under the hand of an attorney or an officer duly authorised, or in some other manner approved by the Directors, failing which the Proxy Form may be treated as invalid. Where the Proxy Form is signed or authorised on behalf of the appointor by an attorney, the letter or power of attorney or other authority or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the Proxy Form, failing which the Proxy Form may be treated as invalid.

The instrument appointing proxy(ies) must be submitted to the Company in the following manner:

- (a) if submitted via email, be received by the Company's Share Registrar, B.A.C.S. Private Limited at main@zicoholdings.com; or
- (b) if submitted personally or by post, be deposited at the office of the Company's Share Registrar, B.A.C.S. Private Limited, at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896,

in either case, by **4.00 p.m.** on **27 October 2025** (being not less than seventy-two (72) hours before the time appointed for holding the EGM) and in default the instrument of proxy shall not be treated as valid.

NOTICE OF EXTRAORDINARY GENERAL MEETING

Members are strongly encouraged to submit the completed and signed Proxy Forms electronically via email.

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

The completion and return of the instrument appointing a proxy(ies) by a member shall not preclude such member from attending, speaking and voting in person at the EGM should such member subsequently decide to do so. The appointment of the proxy(ies) for the EGM will be deemed to be revoked if such member attends the EGM in person and in such event, the Company reserves the right to refuse to admit any person(s) appointed under the relevant instrument appointing the proxy(ies) to the EGM.

Personal data privacy

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, or submitting any question prior to the EGM in accordance with the Notice of EGM, a member of the Company (a) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents or service providers) for the following purposes: (i) processing, administration and analysis by the Company (or its agents or service providers) of proxies and representatives appointed for the EGM (including any adjournment thereof); (ii) addressing substantial and relevant questions from members received before the EGM and if necessary, following up with the relevant members in relation to such questions; (iii) preparation and compilation of the attendance lists, proxy lists, minutes and other documents relating to the EGM (including any adjournment thereof); and (iv) enabling the Company (or its agents or service providers) to comply with any applicable laws, listing rules, take-over rules, regulations and/or guidelines (collectively, the "**Purposes**"), (b) 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 or service providers), 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 or service providers) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (c) 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.

MICRO-MECHANICS (HOLDINGS) LTD

(Incorporated in the Republic of Singapore)
(Company Registration No.: 199604632W)

EXTRAORDINARY GENERAL MEETING PROXY FORM

(Please see notes overleaf before completing this Form)

IMPORTANT

- For investors who have used their Central Provident Fund ("CPF") monies ("CPF Investors") or monies in their Supplemental Retirement Scheme ("SRS") accounts ("SRS Investors") to buy shares in the Company, who wish to appoint the Chairman of the EGM as proxy should approach their respective CPF Agent Banks or SRS Operators to submit their voting instructions by **4.00 p.m. on 21 October 2025. This Proxy Form is not valid for use by CPF Investors and SRS Investors and shall be ineffective for all intents and purposes if used or purported to be used by them.**
- By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 30 September 2025.

I/We, _____ (Name)

_____ (NRIC/Passport/Company Registration No.)

of _____ (Address)

being a member/members of **MICRO-MECHANICS (HOLDINGS) LTD.** (the "**Company**"), hereby appoint

Name	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

and/or (delete as appropriate)

Name	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

or failing whom, or if no persons are named above, the Chairman of the Extraordinary General Meeting of the Company ("**EGM**") as *my/our proxy(ies) to attend, speak and vote for *me/us on *my/our behalf at the EGM to be held at Big Picture Theatre, Level 9, Capital Tower, 168 Robinson Road, Singapore 068912 on **Thursday, 30 October 2025 at 4.00 p.m.** (or as soon as practicable immediately following the conclusion or adjournment of the annual general meeting of the Company to be held at 2.00 p.m. on the same day) and at any adjournment thereof. **In appointing the Chairman of the EGM as proxy, the member (whether individual or corporate) must give specific instructions as to voting, or abstentions from voting, in the form of proxy, failing which the appointment of the Chairman of the EGM as proxy for that resolution will be treated as invalid. In appointing such other person(s) as proxy, if no specific direction as to voting is given, the proxy/proxies will vote or abstain from voting at *his/her/their discretion, as *he/she/they will on any other matters arising at the EGM.**

*I/We direct *my/our proxy(ies) to vote for or against, or to abstain from voting on, the resolutions to be proposed at the EGM as indicated hereunder.

No.	Ordinary Resolutions	For	Against	Abstain
1.	To approve the Proposed Adoption of the Share Buy-Back Mandate			
2.	To approve the Proposed Adoption of the Micro-Mechanics Performance Share Plan 2025			
3.	To approve the proposed participation by Mr Kyle Christopher Borch, a controlling shareholder of the Company, in the Micro-Mechanics Performance Share Plan 2025			
4.	To approve the proposed grant of an award of up to 100,000 Shares to Mr Kyle Christopher Borch, a controlling shareholder of the Company, under the Micro-Mechanics Performance Share Plan 2025			

Voting will be conducted by poll. If you wish to exercise all your votes "For" or "Against", or "Abstain" the resolution, please mark an "X" in the relevant box provided. Alternatively, please indicate the number of votes "For", "Against" or "Abstain" for the resolution in the boxes provided.

Dated this _____ day of _____ 2025

Total No. of Shares in:	No. of Shares
(a) Depository Register	
(b) Register of Members	

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

*Delete where appropriate

IMPORTANT: PLEASE READ NOTES FOR PROXY FORM OVERLEAF



Notes:

1. A member of the Company should insert the total number of shares held. If the member has shares entered against his/her/its name in the Depository Register (as defined in Section 81SF of the Securities and Futures Act 2001 of Singapore (the “SFA”)), he/she/it should insert that number of shares. If the member has shares registered in his/her/its name in the Register of Members (maintained by or on behalf of the Company), he/she/it should insert that number of shares. If the member has shares entered against his/her/its name in the Depository Register and shares registered in his/her/its name in the Register of Members, he/she/it should insert the aggregate number of shares entered against his/her/its name in the Depository Register and registered in his name in the Register of Members. **If no number is inserted, this form of proxy will be deemed to relate to all the shares held by the member of the Company.**
2.
 - (a) A member who is not a relevant intermediary is entitled to appoint not more than two (2) proxies to attend, speak and vote at the EGM. Where such member’s instrument appointing a proxy(ies) appoints more than one (1) proxy, the proportion of the shareholding concerned to be represented by each proxy shall be specified in the instrument. If no percentage is specified, the first named proxy shall be treated as representing 100 per cent. (100%) of the shareholding and the second named proxy shall be deemed to be an alternate to the first named.
 - (b) A member who is a relevant intermediary is entitled to appoint more than two (2) 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 instrument appoints more than two (2) proxies, the number and class of shares in relation to which each proxy has been appointed shall be specify in the instrument.
 - (c) CPF Investors or SRS Investors:
 - (i) may vote at the EGM if they are appointed as proxies by their respective CPF Agent Banks or SRS Operators, and should contact their respective CPF Agent Banks or SRS Operators if they have any queries regarding their appointment as proxies; or
 - (ii) may appoint the Chairman of the EGM as proxy to vote on their behalf at the EGM, in which case they should approach their respective CPF Agent Banks or SRS Operators to submit their votes by **4.00 p.m. on 21 October 2025** (being at least seven (7) working days before the EGM).

“**Relevant intermediary**” has the meaning ascribed to it in Section 181 of the Companies Act 1967 of Singapore as set out below:

- (a) a banking corporation licensed under the Banking Act 1970 of Singapore or a wholly-owned subsidiary of such a banking corporation, whose business includes the provision of nominee services and who holds shares in that capacity;
 - (b) a person holding a capital markets services licence to provide custodial services under the SFA and who holds shares in that capacity; or
 - (c) the CPF Board established by the Central Provident Fund Act 1953 of Singapore (the “**CPF Act**”), in respect of shares purchased under the subsidiary legislation made under the CPF Act providing for the making of investments from the contributions and interest standing to the credit of members of the CPF, if the CPF Board holds those shares in the capacity of an intermediary pursuant to or in accordance with that subsidiary legislation.
3. A proxy need not be a member of the Company.
4. A member may choose to appoint the Chairman of the EGM as his/her/its proxy, but this is not mandatory. In appointing the Chairman of the EGM as proxy, the member (whether individual or corporate) must give specific instructions as to voting, or abstentions from voting, in the form of proxy, failing which the appointment of the Chairman of the EGM as proxy for that resolution will be treated as invalid. In appointing such other person(s) as proxy, if no specific direction as to voting is given, the proxy(ies) will vote or abstain from voting at his/her/their discretion, as he/she/they will on any other matters arising at the EGM.
5. A corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at the EGM, and the person so authorised shall upon product of a copy of such resolution certified by a director of the corporation to be a true copy, be entitled to exercise the powers on behalf of the corporation so represented as the corporation could exercise in person if it were an individual.
6. The instrument appointing proxy(ies) must be under the hand of the appointor or of his attorney duly authorised in writing. Where the instrument appointing proxy(ies) is executed by a corporation, it must be executed either under its common seal (or otherwise in accordance with its constitution) or under the hand of an attorney or an officer duly authorised, or in some other manner approved by the Directors, failing which the Proxy Form may be treated as invalid. Where the Proxy Form is signed or authorised on behalf of the appointor by an attorney, the letter or power of attorney or other authority or a duly certified copy thereof must (failing previous registration with the Company) be lodged with the Proxy Form, failing which the Proxy Form may be treated as invalid.
7. The instrument appointing proxy(ies) must be submitted to the Company in the following manner:
 - (a) if submitted via email, be received by the Company’s Share Registrar, B.A.C.S. Private Limited at main@zicoholdings.com; or
 - (b) if submitted personally or by post, be deposited at the office of the Company’s Share Registrar, B.A.C.S. Private Limited, at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896,

in either case, by **4.00 p.m. on 27 October 2025** (being not less than seventy-two (72) hours before the time appointed for holding the EGM) and in default the instrument of proxy shall not be treated as valid.

Members are strongly encouraged to submit the completed and signed Proxy Forms electronically via email.

8. The Company shall be entitled to reject an instrument of proxy which is incomplete, improperly completed, illegible or where the true intentions of the appointor are not ascertainable from the instructions of the appointor specified in the instrument of proxy. In addition, in the case of shares entered in the Depository Register, the Company shall be entitled to reject any instrument of proxy if the member, being the appointor, is not shown to have any shares entered against his/her/its name in the Depository Register as at seventy-two (72) hours before the time appointed for holding the EGM, as certified by The Central Depository (Pte) Limited to the Company.
9. The completion and return of the instrument appointing a proxy(ies) by a member shall not preclude such member from attending, speaking and voting in person at the EGM should such member subsequently decide to do so. The appointment of the proxy(ies) for the EGM will be deemed to be revoked if such member attends the EGM in person and in such event, the Company reserves the right to refuse to admit any person(s) appointed under the relevant instrument appointing the proxy(ies) to the EGM.

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 EGM dated 30 September 2025.