THIS CIRCULAR TO SHAREHOLDERS OF CHEMLITE INNOVATION BERHAD ("CHEMLITE" OR THE "COMPANY") ("CIRCULAR") IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

This Circular has been reviewed by UOB Kay Hian (M) Sdn Bhd (formerly known as UOB Kay Hian Securities (M) Sdn Bhd) ("**UOBKH**") as the Sponsor to Chemlite and the Principal Adviser for the Proposed LTIP (as defined herein). The admission of Chemlite to the ACE Market of Bursa Malaysia Securities Berhad ("**Bursa Securities**") was advised and sponsored by UOBKH.

CHEMLITE

CHEMLITE INNOVATION BERHAD
(Registration No.: 202401021849 (1567698-V))
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE FOLLOWING:-

(I) PROPOSED ESTABLISHMENT OF A LONG-TERM INCENTIVE PLAN COMPRISING AN EMPLOYEES' SHARE OPTION SCHEME AND A SHARE GRANT SCHEME, OF UP TO 10.0% OF THE TOTAL NUMBER OF ISSUED SHARES OF CHEMLITE (EXCLUDING TREASURY SHARES, IF ANY) ("PROPOSED LTIP"); AND

(II) PROPOSED ALLOCATION OF LTIP AWARDS TO THE ELIGIBLE DIRECTORS OF CHEMLITE AND EMPLOYEES WHO ARE PERSONS CONNECTED TO THE ELIGIBLE DIRECTORS PURSUANT TO THE PROPOSED LTIP ("PROPOSED ALLOCATION")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser

UOBKayHian

UOB KAY HIAN (M) SDN BHD
(formerly known as UOB Kay Hian Securities (M) Sdn Bhd)
(Registration No.: 199001003423 (194990-K))
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Extraordinary General Meeting ("**EGM**") of Chemlite will be held at Iconic 1 & 2, Iconic Hotel, 71 Jalan Icon City, Icon City, 14000 Bukit Mertajam, Pulau Pinang on Friday, 15 May 2026 at 11.30 a.m., or immediately after the conclusion or adjournment of the Second Annual General Meeting ("**AGM**") of our Company which will be held at the same venue and on the same day at 10.30 a.m., whichever is later. The Notice of the EGM and the Proxy Form are enclosed in this Circular.

A member entitled to attend, speak and vote at the EGM is entitled to appoint a proxy or proxies to attend, speak and vote on his/her behalf. In such event, the Proxy Form must be deposited at the registered office of our Company at Suite 18.05, MWE Plaza, No. 8, Lebuh Farquhar, 10200 George Town, Pulau Pinang or lodged electronically by email to eservices@sshsb.com.my not less than forty-eight (48) hours before the time stipulated for holding the EGM as indicated below. The lodging of the Proxy Form will not preclude you from attending, speaking and voting in person at the EGM should you subsequently wish to do so.

Last day, date and time for depositing the Proxy Form	:	Wednesday, 13 May 2026 at 11.30 a.m.
Day, date and time of the EGM	:	Friday, 15 May 2026 at 11.30 a.m., or immediately after the conclusion or adjournment of the AGM of our Company which will be held at the same venue and on the same day at 10.30 a.m., whichever is later

This Circular is dated 30 April 2026

Except where the context otherwise requires, the following definitions shall apply throughout this Circular:-

"Act"	:	The Companies Act 2016
"Board"	:	Board of Directors of Chemlite
"Bursa Securities"	:	Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W))
"By-Laws"	:	The by-laws governing the rules, terms and conditions of the Proposed LTIP as may be modified, varied and/or supplemented from time to time, the draft of which is set out in **Appendix I** of this Circular
"CDS"	:	Central depository system
"Chemlite" or our "Company"	:	Chemlite Innovation Berhad (Registration No.: 202401021849 (1567698-V))
"Chemlite Group" or our "Group"	:	Collectively, Chemlite and our subsidiary
"Chemlite Share(s)" or "Share(s)"	:	Ordinary share(s) in Chemlite
"Circular"	:	This circular to shareholders of Chemlite dated 30 April 2026 in relation to the Proposed LTIP and the Proposed Allocation
"Date of Award"	:	The date on which an award is made by the LTIP Committee in writing to the Eligible Person
"Director(s)"	:	The directors of Chemlite and shall have the meaning given in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007
"Effective Date"	:	The date on which the Proposed LTIP is implemented and takes effect, to be determined following full compliance with all relevant provisions of the Listing Requirements and the By-Laws
"EGM"	:	Extraordinary general meeting of our Company
"Eligible Person(s)"	:	The eligible Directors and employees of Chemlite Group (excluding dormant subsidiaries and foreign subsidiaries, if any), who fulfil the eligibility criteria for participation in the Proposed LTIP as set out in the By-Laws
"EPS"	:	Earnings per Share
"ESOS"	:	Employees' share option scheme
"ESOS Option(s)"	:	The award of options with the right to subscribe for new Chemlite Shares to the Eligible Persons at a predetermined Option Price
"FYE"	:	Financial year ended/ending, as the case may be
"Listing Requirements"	:	ACE Market Listing Requirements of Bursa Securities
"LPD"	:	1 April 2026, being the latest practicable date prior to the printing and despatch of this Circular

"LTIP"	:	Long-term incentive plan
"LTIP Award(s)"	:	Collectively, the ESOS Option(s) and SGS Award(s)
"LTIP Committee"	:	The committee comprising such number of Directors and/or Senior Management to be identified and appointed from time to time and duly authorised by our Board to implement and administer the LTIP in accordance with the provisions of the By-Laws
"LTIP Participant(s)"	:	Eligible Person(s) to whom an LTIP Award pursuant to a letter of offer has been made by the LTIP Committee and the Eligible Person has accepted the LTIP Award and has fulfilled the conditions in the LTIP Award, if any
"Maximum Limit"	:	The maximum number of Chemlite Shares which may be made available pursuant to the Proposed LTIP, which shall not, in aggregate, exceed 10.0% of the total number of issued Chemlite Shares (excluding treasury shares, if any) at any point in time throughout the duration of the Proposed LTIP as provided in the By-Laws
"MFRS 2"	:	Malaysian Financial Reporting Standards 2 on Share-Based Payment issued by the Malaysian Accounting Standards Board
"NA"	:	Net assets
"Option Price"	:	The price at which an LTIP Participant is entitled to subscribe for 1 new Share pursuant to the exercise of an ESOS Option
"Proposed Allocation"	:	Proposed allocation of LTIP Awards to the eligible Directors and employees who are persons connected to the eligible Directors pursuant to the Proposed LTIP
"Proposed ESOS"	:	Proposed establishment of an ESOS pursuant to the Proposed LTIP, which involves the issuance and allotment of new Chemlite Shares upon exercise of the ESOS Options
"Proposed LTIP"	:	Proposed establishment of an LTIP comprising the Proposed ESOS and Proposed SGS, of up to 10.0% of the total number of issued Chemlite Shares (excluding treasury shares, if any) at any point in time throughout the duration of the LTIP for the Eligible Persons who fulfil the eligibility criteria as set out in the By-Laws
"Proposed SGS"	:	Proposed establishment of a SGS pursuant to the Proposed LTIP, which involves the granting of existing Chemlite Shares to the Eligible Persons
"RM" and "sen"	:	Ringgit Malaysia and sen, respectively
"Senior Management"	:	Employees of our Group (excluding dormant subsidiaries and foreign subsidiaries, if any) holding senior positions, as determined by the LTIP Committee and subject to such criteria as the LTIP Committee may, in its sole and absolute discretion, prescribe from time to time
"SGS"	:	Share grant scheme
"SGS Award(s)"	:	The award of existing Chemlite Shares to the Eligible Persons with no cash consideration payable

"Trustee"	:	The trustee or its authorised nominee to be appointed by our Company from time to time pursuant to the Proposed LTIP
"UOBKH" or the "Principal Adviser"	:	UOB Kay Hian (M) Sdn Bhd (formerly known as UOB Kay Hian Securities (M) Sdn Bhd) (Registration No.: 199001003423 (194990-K))
"VWAP"	:	Volume weighted average market price

All references to "we", "us", "our" and "ourselves" are to Chemlite or Chemlite Group. All references to "you" in this Circular are to the shareholders of Chemlite.

Words denoting the singular shall, where applicable, include the plural and vice versa. Words denoting the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Any reference to persons shall include a corporation, unless otherwise specified.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise specified.

Any discrepancies in the tables included in this Circular between the amounts listed, actual figures and the totals thereof are due to rounding.

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TABLE OF CONTENTS

EXECUTIVE SUMMARY

This Executive Summary highlights only the salient information of the Proposed LTIP and Proposed Allocation. You are advised to read this Circular in its entirety for further details and not to rely solely on this Executive Summary in forming a decision on the Proposed LTIP and Proposed Allocation before voting at the forthcoming EGM.

Key information	Description	Reference to Circular
Summary of the Proposed LTIP	The Proposed LTIP entails the proposed establishment and implementation of an LTIP comprising the Proposed ESOS and Proposed SGS, where the aggregate number of Chemlite Shares made available for the Eligible Persons under the Proposed ESOS and Proposed SGS shall be a maximum of 10.0% of the total number of issued Chemlite Shares (excluding treasury shares, if any) at any point in time throughout the duration of the LTIP.	**Section 2**
Duration of the Proposed LTIP	The Proposed LTIP shall be in force for a duration of 5 years commencing from the Effective Date. The Proposed LTIP may be extended for a further period of up to another 5 years, provided that the duration of the Proposed LTIP shall not, in aggregate, exceed a duration of 10 years from the Effective Date.	**Section 2.4**
Rationale and justifications for the Proposed LTIP	The Proposed LTIP will provide the Eligible Persons with an opportunity to have equity participation in our Company and thereby achieve the following:- (i) to recognise the dedication, efforts and contribution of the Eligible Persons, whose expertise and services are valued and vital to our Group's ongoing operations and sustained growth; (ii) to align the interests of the Eligible Persons with those of our shareholders by linking their rewards to our Group's overall performance, thereby fostering a shared commitment towards achieving our Group's strategic objectives and plans; (iii) to retain, motivate and reward the Eligible Persons by enabling them to participate in our Group's profitability and potentially realise capital gains arising from any appreciation in the value of Chemlite Shares upon disposal, thus reinforcing their motivation to contribute to our Group's performance and value creation; (iv) to cultivate a greater sense of ownership, loyalty and dedication amongst the Eligible Persons by granting them an equity stake in our Company, which in turn encourages the Eligible Persons to take greater initiative, accountability and involvement in the day-to-day operations and strategic direction of our Group; and (v) to make the remuneration scheme of our Group more competitive to attract and retain skilled and experienced individuals to join our Group and contribute to our continued growth.	**Section 4**

Key information	Description	Reference to Circular
Approvals required/obtained	The Proposed LTIP is subject to the following approvals being obtained:- (i) Bursa Securities, for the listing of and quotation for such number of new Chemlite Shares, representing up to 10.0% of our Company's total number of issued Shares (excluding treasury shares, if any), to be issued pursuant to the Proposed LTIP on the ACE Market of Bursa Securities, the approval of which has been obtained vide its letter dated 28 April 2026, subject to the conditions set out in **Section 7** of this Circular; (ii) our shareholders at the forthcoming EGM; and (iii) such other relevant authorities, if required.	**Section 7**
Conditionality	The Proposed Allocation is conditional upon the Proposed LTIP but not vice versa. The Proposed LTIP and Proposed Allocation are not conditional upon any other proposals undertaken or to be undertaken by our Company.	**Section 7**
Interest of Directors, major shareholders, chief executive and/or persons connected with them	All the Directors of Chemlite are Eligible Persons under the Proposed LTIP ("**Interested Director(s)**"), and are therefore deemed interested in the Proposed LTIP to the extent of their respective allocations as well as the allocations to persons connected with them, if any, under the Proposed LTIP. Notwithstanding thereof, all Directors have deliberated on the Proposed LTIP, and have agreed to present the Proposed LTIP to the shareholders for their consideration and approval.	**Section 9**
Directors' statements and recommendation	Our Board (save for the respective Interested Directors who have abstained from forming any opinion and making any recommendations relating to their respective allocations as well as allocations to persons connected with them, if any), after having considered all aspects of the Proposed LTIP, including but are not limited to, the rationale and pro forma effects of the Proposed LTIP, is of the opinion that the Proposed LTIP is in the best interest of our Company. Accordingly, our Board (save for the respective Interested Directors who have abstained from forming any opinion and making any recommendations relating to their respective allocations as well as allocations to persons connected with them, if any) recommends that you vote in favour of the resolutions in relation to the Proposed LTIP to be tabled at the forthcoming EGM.	**Section 10**

CHEMLITE INNOVATION BERHAD
(Registration No.: 202401021849 (1567698-V))
(Incorporated in Malaysia)

Registered Office
Suite 18.05, MWE Plaza
No. 8, Lebuh Farquhar
10200 George Town
Pulau Pinang

30 April 2026

Board of Directors

Choo Yih Woei	*(Independent Non-Executive Chairman)*
Chong Yuen Fong	*(Executive Director / Chief Executive Officer)*
Heng Chee Khiang	*(Executive Director / Chief Operating Officer)*
Lee Kooi Hoon	*(Independent Non-Executive Director)*
Lim Paik Nee	*(Independent Non-Executive Director)*
Wong Wan Chin	*(Independent Non-Executive Director)*

To: The shareholders of Chemlite

Dear Sir/Madam,

(I) PROPOSED LTIP; AND
(II) PROPOSED ALLOCATION

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1. INTRODUCTION

On 8 April 2026, UOBKH had, on behalf of our Board, announced that our Company proposes to undertake the Proposed LTIP.

Subsequently, on 29 April 2026, UOBKH had, on behalf of our Board, announced that Bursa Securities had, vide its letter dated 28 April 2026, approved the listing of and quotation for such number of new Chemlite Shares, representing up to 10.0% of the total number of issued Chemlite Shares (excluding treasury shares, if any), to be issued pursuant to the Proposed LTIP on the ACE Market of Bursa Securities, subject to the conditions as disclosed in **Section 7** of this Circular.

The Proposed LTIP represents the first corporate exercise undertaken by our Company since our listing on the ACE Market of Bursa Securities on 26 March 2025. The Proposed LTIP is primarily intended to cultivate a sense of ownership amongst the Eligible Persons and foster a motivated workforce. This initiative aims to emphasise on performance excellence and adoption of sustainable practices that contributes to growth and good governance as well as to support our Group's ongoing efforts to attract and retain talent.

Further details on the Proposed LTIP and Proposed Allocation are set out in the ensuing sections of this Circular.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE RELEVANT INFORMATION ON THE PROPOSED LTIP AND PROPOSED ALLOCATION AND TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS PERTAINING TO THE PROPOSED LTIP AND PROPOSED ALLOCATION TO BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF THE FORTHCOMING EGM AND THE PROXY FORM ARE ENCLOSED TOGETHER WITH THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTIONS PERTAINING TO THE PROPOSED LTIP AND PROPOSED ALLOCATION TO BE TABLED AT THE FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED LTIP

The Proposed LTIP entails the proposed establishment and implementation of an LTIP comprising the Proposed ESOS and Proposed SGS, where the aggregate number of Chemlite Shares made available for the Eligible Persons under the Proposed ESOS and Proposed SGS shall be a maximum of 10.0% of the total number of issued Chemlite Shares (excluding treasury shares, if any) at any point in time throughout the duration of the LTIP. As at the LPD, the total number of issued Shares of our Company is 600,000,000 Shares. Our Company does not hold any treasury shares and does not have any convertible securities as at the LPD.

The Proposed LTIP, which shall be governed by the By-Laws, is intended to attract, retain, motivate and reward the Eligible Persons through the following:-

(i) the Proposed ESOS, which allows our Company to award ESOS Options; and

(ii) the Proposed SGS, which allows our Company to award SGS Awards.

The Proposed LTIP will be administered by the LTIP Committee. The LTIP Committee will have the sole and absolute discretion in implementing and administering the Proposed LTIP in accordance with the By-Laws and the terms of reference of the LTIP Committee. The composition of the LTIP Committee has yet to be decided by our Board at this juncture.

In implementing the Proposed LTIP, the LTIP Committee may, in its sole and absolute discretion, decide that the LTIP Awards shall be satisfied by any of the following methods:-

(i) Proposed ESOS by way of allotment and issuance of new Shares;

(ii) Proposed SGS by way of:-

  (a) acquisition and/or transfer of existing Chemlite Shares from the open market of Bursa Securities; or

  (b) acquisition and/or transfer of the treasury shares held by our Company (if any);

(iii) payment of cash in lieu of (i) and (ii) above;

(iv) any other methods as may be permitted by the Act, the Listing Requirements or any other applicable laws or regulations, as amended from time to time and including any re-enactment thereof; or

(v) a combination of any of the above.

In determining the mode of satisfaction set out above, the LTIP Committee will take into consideration, amongst others, factors such as the prevailing market price of the Chemlite Shares, funding requirements of our Group, dilutive effects of any such issuance on our Company's share capital base, future returns and potential cost arising from the grant and vesting of the LTIP Awards as well as any applicable laws, regulatory requirements and/or administrative constraints, if relevant.

For the avoidance of doubt, the new Shares to be allotted and issued arising from the LTIP Awards to the promoters and specified shareholders of our Company (namely, Chong Yuen Fong, Heng Chee Khiang and Heng Jia Qi) whose shareholdings are currently still under moratorium pursuant to Rule 3.19(1) of the Listing Requirements shall also be subject to a similar moratorium.

The salient features of the Proposed LTIP are set out as follows:-

2.1 Maximum number of Chemlite Shares available under the Proposed LTIP

The maximum number of Chemlite Shares which may be made available pursuant to the Proposed LTIP shall not, in aggregate, exceed the Maximum Limit.

In the event the aggregate maximum number of Shares which may be awarded under the Proposed LTIP exceeds the Maximum Limit at any point in time as a result of our Company purchasing our own Shares in accordance with the provisions of the Act, cancelling or reducing our own Shares or undertaking any corporate proposal(s) resulting in the reduction of our Company's total number of issued Shares, no further LTIP Awards shall be granted by the LTIP Committee until such time the aggregate number of Shares awarded or to be awarded under the Proposed LTIP falls below the Maximum Limit. During this period, entitlement to the Shares arising from the LTIP Awards which have already been granted at that point in time shall remain valid and exercisable in accordance with the provisions of the By-Laws.

In the case of a transfer of existing Chemlite Shares and/or treasury shares to the Eligible Persons under the Proposed LTIP, the LTIP Committee will use all reasonable efforts to ensure that our Company has sufficient existing Chemlite Shares and/or treasury shares, as the case may be, to satisfy the LTIP Awards made throughout the duration of the Proposed LTIP.

2.2 Basis of allotment and maximum allowable allotment

Subject to the By-Laws, the aggregate maximum number of Chemlite Shares that may be offered, allotted and issued to any of the Eligible Persons under the Proposed LTIP shall be at the sole and absolute discretion of the LTIP Committee after taking into consideration, amongst other factors, the Eligible Person's ranking, performance, employment grade, seniority, designation, length of service, work performance, contribution and potential contribution to the business, operations and continued success of Chemlite Group and/or such other factors that the LTIP Committee may in its sole and absolute discretion deem fit and shall be subject to the following:-

(i) the total number of new Shares made available under the Proposed LTIP shall not exceed the Maximum Limit;

(ii) the eligible Directors and Senior Management shall not participate in the deliberation or discussion and/or shall abstain from making or voting on any resolution on their respective allocation of LTIP Awards and the allocation of LTIP Awards to persons connected with them, if any, under the Proposed LTIP;

(iii) the allocation to an Eligible Person who, either singly or collectively through persons connected with the said Eligible Person, holds 20.0% or more of the total number of issued Chemlite Shares (excluding treasury shares, if any), shall not exceed 10.0% of the total number of Chemlite Shares to be issued under the Proposed LTIP;

(iv) not more than 50.0% of the total number of Chemlite Shares available to be issued under the Proposed LTIP shall be allocated, in aggregate, to the eligible Directors and Senior Management who are eligible to participate in the Proposed LTIP; and

(v) any performance target to be achieved before the LTIP Awards can be exercised and/or vested by an Eligible Person shall be determined by the LTIP Committee,

provided always that it is in accordance with the Listing Requirements or any prevailing guidelines, rules and/or regulations issued by Bursa Securities and/or any other relevant authorities, as may be amended from time to time.

The LTIP Committee shall have the sole and absolute discretion in determining:-

(i) whether the allocation and granting of the LTIP Awards to the Eligible Persons will be granted on a staggered basis or in a single grant, and if on a staggered basis, the maximum allocation available for each financial year over the duration of the Proposed LTIP; and/or

(ii) whether the LTIP Awards will be subject to any vesting period and if so, to determine the vesting conditions (including whether such vesting conditions are subject to performance target),

the determination of which will be carried out at a later date after the establishment of the Proposed LTIP and the formation of the LTIP Committee.

2.3 Eligibility

Subject to the sole and discretion of the LTIP Committee, only Eligible Persons who meet the following criteria as at the Date of Award are eligible to participate in the Proposed LTIP:-

(i) in respect of an employee, the employee must fulfil the following criteria:-

(a) has attained the age of 18 years and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;

(b) is employed on a full-time basis and has been in the employment of our Company or any company in our Group (excluding dormant subsidiaries and foreign subsidiaries, if any) for such period as may be determined by the LTIP Committee prior to and up to the Date of Award and has not served a notice of resignation nor received a notice of termination;

(c) employment has been confirmed in writing prior to and up to the Date of Award and is not under any probationary period;

(d) is serving in a specific designation under the employment contract for a fixed duration, excluding those who are employed for a specific project or on short-term contract or any other employees under contract as may be determined by the LTIP Committee; and/or

(e) fulfils any other eligibility criteria and/or falls within such grade or category as may be determined by the LTIP Committee from time to time; and

(ii) in respect of a Director, the Director must fulfil the following criteria:-

(a) has attained the age of at least 18 years and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;

(b) has been appointed as a Director of our Company or any company in our Group (excluding dormant subsidiaries and foreign subsidiaries, if any) (including executive or non-executive and/or independent or non-independent Directors of Chemlite but shall not include alternate and/or substitute Directors or any Director of any other company within Chemlite Group which is dormant or foreign, if any) for such period as may be determined by the LTIP Committee prior to and up to the Date of Award;

(c) in the case of the Proposed SGS comprised in the Proposed LTIP, shall be an executive Director of our Company as at the Date of Award;

(d) has not served a notice of resignation nor received a notice of termination; and/or

(e) fulfils any other eligibility criteria and/or falls within such grade or category as may be determined by the LTIP Committee from time to time,

provided always that the selection of any Director or employee for participation in the Proposed LTIP and the number of LTIP Awards to be offered to an Eligible Person under the Proposed LTIP shall be at the sole and absolute discretion of the LTIP Committee and the decision of the LTIP Committee shall be final and binding.

However, eligibility under the Proposed LTIP does not confer an Eligible Person a claim or right to participate in or any rights whatsoever under the Proposed LTIP and an Eligible Person does not acquire or have any rights over or in connection with the LTIP Awards or the new or existing Chemlite Shares comprised in the Proposed LTIP unless an LTIP Award pursuant to a letter of offer has been made by the LTIP Committee to the LTIP Participant.

In the event the Eligible Person is a Director, major shareholder or chief executive of our Company or our holding company (if any) or a person connected with such Director, major shareholder or chief executive of our Company or our holding company (if any), the specific allocation of ESOS Options and/or SGS Awards granted by our Company under the Proposed LTIP to such Eligible Person must first be approved by the shareholders of our Company at a general meeting of our Company and such Eligible Person shall not participate in the deliberation and discussion of and vote on his/her own participation and/or allocation.

For the avoidance of doubt, non-executive Directors shall only be eligible to participate in the Proposed ESOS comprised in the Proposed LTIP, subject always to the eligibility criteria.

2.4 Duration, expiry and termination of the Proposed LTIP

The Proposed LTIP shall be in force for a duration of 5 years commencing from the Effective Date (“**Duration of the Scheme**”). The Proposed LTIP may be extended for a further period of up to another 5 years, provided that the duration of the Proposed LTIP shall not, in aggregate, exceed a duration of 10 years from the Effective Date.

Subject to compliance with the Listing Requirements, the By-Laws and any other applicable laws, the Proposed LTIP may be terminated by our Company at any time before its expiry at the recommendation of the LTIP Committee, provided that our Company shall make an announcement of any decision to terminate the Proposed LTIP to Bursa Securities before its expiry in accordance with Rule 9.19(50) of the Listing Requirements on the following:-

(i) the effective date of termination of the Proposed LTIP (“**Termination Date**”);

(ii) the number of ESOS Options exercised and/or number of Chemlite Shares vested pursuant to the LTIP Awards; and

(iii) the reasons for termination of the Proposed LTIP.

Upon the expiry or termination of the Proposed LTIP, the following provisions shall apply:-

(i) no further LTIP Awards shall be made from the expiry date or Termination Date (as the case may be);

(ii) all LTIP Awards which have yet to be accepted by the Eligible Persons shall automatically lapse on the expiry date or Termination Date (as the case may be); and

(iii) all LTIP Awards which have yet to be vested or exercised (as the case may be and whether fully or partially) under the Proposed LTIP shall automatically lapse on the expiry date or Termination Date (as the case may be) and become null and void.

Notwithstanding anything to the contrary, all unvested or unexercised LTIP Awards (whether fully or partially unvested or unexercised) shall cease to be capable of vesting and the approval or consent of the shareholders of our Company by way of a resolution in a general meeting and written consent of the LTIP Participants are not required to effect the termination of the LTIP, unless otherwise required by the Listing Requirements and/or any other applicable laws.

2.5 Basis of determining the Option Price for the ESOS Options and the reference price of the SGS Awards

Subject to any adjustments made under the By-Laws and pursuant to the Listing Requirements, the Option Price per ESOS Option in respect of any offer made under the Proposed ESOS comprised in the Proposed LTIP shall be determined by our Board upon the recommendation of the LTIP Committee based on the 5-day VWAP of Chemlite Shares immediately preceding the Date of Award, with a discount of not more than 10.0% (or such other percentage of discount as may be permitted by Bursa Securities or any other relevant authorities from time to time during the Duration of the Scheme).

The reference price of the Shares to be transferred to the LTIP Participants upon vesting of the SGS Awards comprised in the LTIP Awards shall be determined based on the fair value of the Shares after taking into account, amongst others, the 5-day VWAP of Chemlite Shares immediately preceding the Date of Award, with a discount of not more than 10.0% (or such other percentage of discount as may be permitted by Bursa Securities or any other relevant authorities from time to time during the Duration of the Scheme). For the avoidance of doubt, the Chemlite Shares pursuant to the Proposed SGS will be vested with the LTIP Participants at no cash consideration.

The Option Price and reference price of the Shares to be transferred upon vesting of the SGS Awards as determined in the manner set out above shall be conclusive and binding on the LTIP Participants in relation to the Proposed ESOS and Proposed SGS (as the case may be).

2.6 Ranking of the new Chemlite Shares to be issued and/or the existing Chemlite Shares to be transferred

The ESOS Options and/or SGS Awards (as the case may be) shall not carry any right to vote at any general meeting of our Company until and unless such Shares have been issued and allotted and/or transferred and credited into the CDS accounts of the LTIP Participants. An LTIP Participant shall not be entitled to any dividends, rights or other entitlement (including but not limited to offer of further securities) on unvested or unexercised ESOS Options and/or unvested SGS Awards (as the case may be).

The new Shares to be allotted and issued under the Proposed LTIP pursuant to the exercise of the ESOS Options shall, upon allotment and issuance, rank equally in all respects with the existing Chemlite Shares, save and except that such new Shares will not be entitled to any dividends, rights, allotments and/or any other forms of distribution that may be declared, made or paid to the shareholders where the entitlement date of such dividends, rights, allotments and/or any other forms of distribution precedes the relevant date of allotment and issuance of such new Chemlite Shares.

In the event that any existing Shares are to be transferred to the LTIP Participants, the existing Shares shall be transferred together with all dividends, rights, allotments and/or other forms of distribution declared, made or paid, the entitlement date of which is on or after the date the Shares are credited to the CDS accounts of the relevant LTIP Participants.

The Shares to be allotted and issued and/or transferred pursuant to the Proposed LTIP will be subject to all provisions of the constitution of our Company, as may be amended from time to time.

2.7 Retention period

The LTIP Committee shall be entitled to prescribe or impose, in relation to any offer, any condition relating to any retention period or restriction on the transfer, disposal and/or assignment of the Shares to be issued and/or transferred (including treasury shares) pursuant to the Proposed LTIP as it deems fit.

Notwithstanding the above, pursuant to Rule 8.22 of the Listing Requirements, an Eligible Person who is a non-executive Director of Chemlite shall not sell, transfer or assign the Chemlite Shares obtained through the exercise of the ESOS Options comprised in the LTIP Awards offered to him/her within 1 year from the Date of Award, or such other retention period as may be prescribed by Bursa Securities in compliance with the Listing Requirements.

2.8 Listing of and quotation for the new Chemlite Shares to be issued pursuant to the Proposed LTIP

Bursa Securities had vide its letter dated 28 April 2026, approved the listing of and quotation for such number of new Chemlite Shares, representing up to 10.0% of the total number of issued Chemlite Shares, to be issued pursuant to the Proposed LTIP on the ACE Market of Bursa Securities, subject to the conditions stated in **Section 7** of this Circular.

2.9 Amendments and/or modification to the Proposed LTIP

Subject to the By-Laws and compliance with the Listing Requirements and the approvals of any other relevant authorities (if required), the LTIP Committee may at any time and from time to time recommend to our Board any additions, amendments and/or modifications to and/or deletions of the By-Laws as it shall, in its sole and absolute discretion think fit. Our Board shall have the power at any time and from time to time by resolution and without shareholders' approval to add to, amend, modify and/or delete all or any part of the By-Laws upon such recommendation and subject to our Company submitting the amended By-Laws and a letter of compliance to Bursa Securities each time an addition, amendment, modification and/or deletion is made, stating that the said addition, amendment, modification and/or deletion is in compliance with the relevant provisions of the Listing Requirements and Rules of Bursa Malaysia Depository Sdn Bhd pursuant to Rule 2.12 of the Listing Requirements.

2.10 Alteration of capital

In the event of any alteration in the capital structure of Chemlite during the Duration of the Scheme, whether by way of a capitalisation issue, rights issue, bonus issue, consolidation or subdivision of Chemlite Shares or reduction of capital or any other variation of capital being effected, our Company shall cause such adjustment to be made to the number of Chemlite Shares which shall be exercisable or vested and/or the Option Price in accordance with the By-Laws.

2.11 Trust arrangement

For purposes of facilitating the implementation and administration of the Proposed LTIP, our Company may, if deemed appropriate by the LTIP Committee, establish a trust to be administered by the Trustee in accordance with the trust deed to be executed between our Company and the Trustee. To enable the Trustee to subscribe for new Shares, acquire existing Chemlite Shares and/or receive treasury shares for the purpose of the Proposed LTIP and to pay expenses in relation to the administration of the trust, the Trustee may, to the extent permitted by applicable laws and as set out under the By-Laws, be entitled from time to time to accept funding and/or assistance, financial or otherwise from our Company. The LTIP Committee shall have the sole and absolute discretion to instruct the Trustee to subscribe for new Shares, acquire existing Chemlite Shares and/or receive treasury shares at any time and from time to time and also to revoke or suspend any such instruction that has earlier been given to the Trustee.

2.12 Costs and expenses

All fees, costs and expenses in relation to the Proposed LTIP, including but not limited to the fees, costs and expenses relating to the granting, vesting, allotment and issue and/or transfer of Chemlite Shares pursuant to the exercise or vesting of any LTIP Award shall be borne by our Company. Notwithstanding this, the LTIP Participant shall bear any fees, costs and expenses incurred in relation to his/her acceptance of an LTIP Award, exercise of ESOS Option, opening and maintaining of his/her respective CDS account and sale of the Chemlite Shares in the market, including brokerage commissions and stamp duties.

2.13 Proposed Allocation

Pursuant to Rule 6.07(1) of the Listing Requirements, our Company must not issue any shares to our Directors, major shareholders, chief executive or persons connected with them who is an Eligible Person unless our shareholders have approved the specific allotment to be made to them in a general meeting. Accordingly, our Company will seek the approval of our shareholders at the forthcoming EGM for the Proposed Allocation to the following Directors and person connected with them:-

No.	Name	Designation
1.	Choo Yih Woei	Independent Non-Executive Chairman
2.	Chong Yuen Fong	Executive Director / Chief Executive Officer
3.	Heng Chee Khiang	Executive Director / Chief Operating Officer
4.	Lee Kooi Hoon	Independent Non-Executive Director
5.	Lim Paik Nee	Independent Non-Executive Director
6.	Wong Wan Chin	Independent Non-Executive Director
7.	Heng Jia Qi(1)	Customer Service Executive Cum Planner

Note:-

(1) She is the daughter of Heng Chee Khiang.

3. UTILISATION OF PROCEEDS

Our Company will receive proceeds as and when the ESOS Options are exercised under the Proposed ESOS. However, the actual amount of proceeds will be dependent on the number of ESOS Options granted and exercised at the relevant point in time and the amount payable upon the exercise of the ESOS Options. As such, the exact amount of proceeds to be received cannot be determined at this juncture.

The proceeds arising from the exercise of the ESOS Options will be utilised for the working capital requirements of our Group (which include, amongst others, payment to trade creditors, staff-related expenses as well as general and administrative expenses such as utilities, maintenance and upkeep of office and factory and general expenses) as and when received during the Duration of the Scheme. The breakdown and exact timeframe for the utilisation of such proceeds have not been determined at this juncture and will be dependent on the operating and funding requirements of our Group at the time of utilisation. Notwithstanding thereof, the proceeds are expected to be utilised within 12 months from the receipt of such proceeds throughout the Duration of the Scheme.

For the avoidance of doubt, the proceeds arising from the exercise of the ESOS Options will not be utilised to fund the estimated expenses relating to the Proposed LTIP (which include advisory fees for the professionals appointed for the Proposed LTIP and fees payable to Bursa Securities), which amount to approximately RM0.15 million. These expenses will be fully funded through internally generated funds of our Company.

Pending the utilisation of proceeds raised as and when the ESOS Options are exercised, such proceeds will be placed in deposits with licensed financial institutions and/or short-term money market instruments, as our Board may deem fit. The interest derived from the deposits with the licensed financial institutions or any gain arising from the short-term money market instruments will be used to fund our Group's working capital requirements.

Our Company will not receive any proceeds pursuant to the Proposed SGS as the Eligible Persons will not be required to pay for the Chemlite Shares to be transferred to them pursuant to the SGS Awards.

4. RATIONALE AND JUSTIFICATIONS FOR THE PROPOSED LTIP

The Proposed LTIP will provide the Eligible Persons with an opportunity to have equity participation in our Company and thereby achieve the following:-

(i) to recognise the dedication, efforts and contribution of the Eligible Persons, whose expertise and services are valued and vital to our Group's ongoing operations and sustained growth;

(ii) to align the interests of the Eligible Persons with those of our shareholders by linking their rewards to our Group's overall performance, thereby fostering a shared commitment towards achieving our Group's strategic objectives and plans;

(iii) to retain, motivate and reward the Eligible Persons by enabling them to participate in our Group's profitability and potentially realise capital gains arising from any appreciation in the value of Chemlite Shares upon disposal, thus reinforcing their motivation to contribute to our Group's performance and value creation;

(iv) to cultivate a greater sense of ownership, loyalty and dedication amongst the Eligible Persons by granting them an equity stake in our Company, which in turn encourages the Eligible Persons to take greater initiative, accountability and involvement in the day-to-day operations and strategic direction of our Group; and

(v) to make the remuneration scheme of our Group more competitive to attract and retain skilled and experienced individuals to join our Group and contribute to our continued growth.

The Proposed ESOS comprised in the Proposed LTIP is also extended to the non-executive Directors of Chemlite in recognition of their contribution to our Group through providing valuable insights and views to our Board, whilst at the same time carrying out the important function of monitoring the performance of our management. Their participation in the equity of our Company is expected to enhance their commitment level and contribution to our Group as well as enable our Company to attract and retain capable individuals to act as non-executive Directors of our Company. For the avoidance of doubt, the Proposed SGS shall not be extended to the non-executive Directors of our Company.

For information purposes, we have not undertaken any other fund-raising exercises in the past 12 months prior to the date of this Circular.

5. EFFECTS OF THE PROPOSED LTIP

5.1 Issued share capital

The Proposed LTIP will not have an immediate effect on the issued share capital of Chemlite. The issued share capital of Chemlite will increase progressively depending on the number of new Chemlite Shares to be issued pursuant to the exercise of the ESOS Options. However, the transfer of the existing Shares to the Eligible Persons pursuant to the Proposed SGS comprised in the Proposed LTIP will not have any effect on the issued share capital of our Company.

For illustrative purposes, assuming the LTIP Awards are fully satisfied by way of allotment and issuance of new Chemlite Shares at a single point of time, the pro forma effects of the Proposed LTIP on the issued share capital of our Company are set out below:-

	No. of Shares	RM
Issued share capital as at the LPD	600,000,000	40,560,978
New Shares to be issued pursuant to the Proposed LTIP	(1)60,000,000	(2)9,780,000
Enlarged issued share capital	**660,000,000**	**50,340,978**

Notes:-

(1) For the avoidance of doubt, the maximum number of Chemlite Shares, which may be allotted and issued pursuant to the Proposed ESOS comprised in the Proposed LTIP shall not, in aggregate, exceed 10.0% of the total number of issued Shares of our Company (excluding treasury shares, if any) at any point in time throughout the Duration of the Scheme.

(2) Computed based on an illustrative Option Price of RM0.163, representing a discount of approximately 9.70% to the 5-day VWAP up to and including the LPD of RM0.1805 per Chemlite Share.

5.2 NA, NA per Share and gearing

Save for the potential impact of the MFRS 2 as set out in **Section 5.3** of this Circular, the Proposed LTIP will not have any immediate material effect on the NA, NA per Share and gearing of our Group until such time as and when the new Chemlite Shares are allotted and issued pursuant to the exercise of the ESOS Options under the Proposed LTIP.

Any potential effect on the NA, NA per Share and gearing of our Group in the future will depend on factors such as the actual number of Chemlite Shares to be issued and/or transferred (which can only be determined at the point of the exercise of the ESOS Options and/or vesting of the SGS Awards) and the Option Price.

In the event the LTIP Awards are satisfied by way of transfer of existing Shares or treasury shares under the Proposed LTIP, the NA and NA per Share of our Group will be reduced, the quantum of which can only be determined at the point of transfer of the Shares to the LTIP Participants.

5.3 Earnings and EPS

The Proposed LTIP is not expected to have any immediate material effect on the earnings and EPS of our Group until such time the LTIP Awards are awarded. In accordance with MFRS 2, the potential cost of awarding the Shares under the Proposed LTIP is required to be measured at fair value on the Date of Award and recognised as an expense in our Group's statement of comprehensive income over the vesting period of such Shares. The estimated cost does not represent a cash outflow by Chemlite as it is merely an accounting treatment. However, there will be cash outflow if the Shares comprised in the LTIP Awards are fully or partly satisfied by way of cash, such as through acquisition of existing Shares from the open market of Bursa Securities and/or through payment of cash in lieu of Shares under the Proposed ESOS and Proposed SGS as set out in **Section 2** of this Circular.

The extent of the effect of the Proposed LTIP on the earnings and EPS of our Group cannot be determined at this juncture as it would depend on the method of satisfaction of the LTIP Awards and the fair value of Chemlite Shares as at the respective dates of grant of the LTIP Awards.

Our Board has taken note of the potential impact of MFRS 2 on our Group's future earnings and shall take into consideration such impact in allocating and awarding the LTIP Awards to the Eligible Persons.

5.4 Convertible securities

Our Company does not have any convertible securities as at the LPD.

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5.5 Substantial shareholders' shareholdings

The Proposed LTIP is not expected to have any immediate effect on the substantial shareholders' shareholdings in our Company until such time when the new Chemlite Shares are issued pursuant to the Proposed ESOS and if such substantial shareholders are participants of the Proposed LTIP. Any potential effect on the substantial shareholders' shareholdings in our Company would depend on the method of satisfaction of the LTIP Awards, the number of ESOS Options granted and the number of new Shares to be issued arising from the exercise of the ESOS Options under the Proposed ESOS at the relevant point in time.

For illustrative purposes, assuming the LTIP Awards are fully satisfied by way of allotment and issuance of new Chemlite Shares at a single point of time, the pro forma effects of the Proposed LTIP on the substantial shareholders' shareholdings are set out below:-

	As at the LPD				Pro forma I Assuming the maximum LTIP Awards are granted, vested and exercised into new Chemlite Shares[(2)]			
	Direct		Indirect		Direct		Indirect	
	No. of Shares	[(1)]%	No. of Shares	[(1)]%	No. of Shares	[(3)]%	No. of Shares	[(3)]%
Chong Yuen Fong	231,000,000	38.50	-	-	231,000,000	35.00	-	-
Heng Chee Khiang	189,000,000	31.50	[(4)]1,500,000	0.25	189,000,000	28.64	[(4)]1,500,000	0.23

Notes:-

(1) Based on the issued share capital comprising 600,000,000 Shares as at the LPD.

(2) It is pertinent to note that the pro forma effects above does not take into consideration any LTIP Awards that may be granted to Chong Yuen Fong, Heng Chee Khiang and Heng Jia Qi as the quantum of the LTIP Awards to be allocated to the Eligible Persons has yet to be decided.

(3) Based on the enlarged issued share capital comprising 660,000,000 Shares assuming the maximum number of LTIP Awards are granted, vested and exercised into new Chemlite Shares.

(4) Deemed interested by virtue of his daughter's interest pursuant to Section 59(11)(c) of the Act.

6. HISTORICAL SHARE PRICES

The monthly highest and lowest transacted market prices of Chemlite Shares as traded on Bursa Securities for the past 12 months preceding the date of this Circular from April 2025 to March 2026 are as follows:-

	High RM	Low RM
2025		
April	0.255	0.135
May	0.255	0.190
June	0.215	0.175
July	0.250	0.185
August	0.245	0.215
September	0.285	0.215
October	0.290	0.245
November	0.275	0.210
December	0.250	0.225
2026		
January	0.260	0.220
February	0.250	0.225
March	0.240	0.170
Last transacted market price of Chemlite Shares as at 7 April 2026, being the last trading date prior to the announcement of the Proposed LTIP (RM)		0.185
Last transacted market price of Chemlite Shares as at the LPD (RM)		0.180

(Source: Bloomberg)

7. APPROVALS REQUIRED/OBTAINED AND CONDITIONALITY

The Proposed LTIP is subject to the following approvals being obtained:-

(i) Bursa Securities, for the listing of and quotation for such number of new Chemlite Shares, representing up to 10.0% of our Company's total number of issued Shares (excluding treasury shares, if any), to be issued pursuant to the Proposed LTIP on the ACE Market of Bursa Securities.

The approval of Bursa Securities was obtained vide its letter dated 28 April 2026 and is subject to the following conditions:-

Condition(s)		Status of compliance
(a)	UOBKH is required to submit a confirmation to Bursa Securities of full compliance of the Proposed LTIP pursuant to Rule 6.44(1) of the Listing Requirements and stating the effective date of implementation, together with a certified true copy of the resolution passed by the shareholders in general meeting;	To be complied
(b)	Chemlite is required to furnish Bursa Securities on a quarterly basis a summary of the total number of Shares listed pursuant to the Proposed LTIP, as at the end of each quarter together with a detailed computation of listing fees payable; and	To be complied

Condition(s)		Status of compliance
(c)	The moratorium conditions pursuant to Rule 3.10 of the Listing Requirements shall be complied with at all time during the Proposed LTIP.	To be complied

(ii) our shareholders at the forthcoming EGM; and

(iii) such other relevant authorities, if required.

The Proposed Allocation is conditional upon the Proposed LTIP but not vice versa. The Proposed LTIP and Proposed Allocation are not conditional upon any other proposals undertaken or to be undertaken by our Company.

8. PROPOSALS ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed LTIP and Proposed Allocation (which are the subject matters of this Circular), there are no other corporate exercises which have been announced by our Company but not yet completed prior to the date of this Circular.

9. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED WITH THEM

All the Directors of Chemlite are Eligible Persons under the Proposed LTIP ("**Interested Director(s)**"), and are therefore deemed interested in the Proposed LTIP to the extent of their respective allocations as well as the allocations to persons connected with them, if any, under the Proposed LTIP. Notwithstanding thereof, all Directors have deliberated on the Proposed LTIP, and have agreed to present the Proposed LTIP to the shareholders for their consideration and approval.

The Interested Directors have abstained and will continue to abstain from deliberating, expressing an opinion and making any recommendations at all relevant Board meetings in relation to their respective allocations as well as allocations to persons connected with them, if any, under the Proposed LTIP. The Interested Directors will also abstain from voting in respect of their respective direct and/or indirect shareholdings in our Company, if any, on the resolutions pertaining to the Proposed LTIP and their respective proposed allocations as well as the proposed allocations to persons connected with them, if any, under the Proposed LTIP to be tabled at the forthcoming EGM.

In addition, the Interested Directors will also undertake to ensure that persons connected with them, if any, abstain from voting in respect of their direct and/or indirect shareholdings in our Company, if any, on the resolutions pertaining to the Proposed LTIP and their respective proposed allocations as well as the proposed allocations to persons connected with them, if any, under the Proposed LTIP to be tabled at the forthcoming EGM.

The direct and indirect shareholdings of the Interested Directors and person connected with the Interested Director in Chemlite as at the LPD are set out as follows:-

	As at the LPD			
	Direct		Indirect	
	No. of Shares	(1)%	No. of Shares	(1)%
Interested Directors				
Choo Yih Woei	250,000	0.04	-	-
Chong Yuen Fong	231,000,000	38.50	-	-
Heng Chee Khiang	189,000,000	31.50	(2)1,500,000	0.25
Lee Kooi Hoon	200,000	0.03	-	-
Lim Paik Nee	200,000	0.03	-	-
Wong Wan Chin	200,000	0.03	-	-
Person connected with the Interested Director				
Heng Jia Qi	1,500,000	0.25	-	-

Notes:-

(1) Based on the issued share capital comprising 600,000,000 Shares as at the LPD.

(2) Deemed interested by virtue of his daughter's interest pursuant to Section 59(11)(c) of the Act.

Save as disclosed above, none of the Directors, major shareholders, chief executive and/or persons connected with them have any interest, whether direct or indirect, in the Proposed LTIP. All proposed allocations to the Interested Directors and/or persons connected with them, if any, under the Proposed LTIP are subject to the approval of the shareholders of our Company at the forthcoming EGM.

10. DIRECTORS' STATEMENTS AND RECOMMENDATION

Our Board (save for the respective Interested Directors who have abstained from forming any opinion and making any recommendations relating to their respective allocations as well as allocations to persons connected with them, if any), after having considered all aspects of the Proposed LTIP, including but are not limited to, the rationale and pro forma effects of the Proposed LTIP, is of the opinion that the Proposed LTIP is in the best interest of our Company.

However, in view that all Directors are eligible to participate in the Proposed LTIP, the Directors have abstained and will continue to abstain from deliberating and forming any opinion on and making any recommendations on the resolutions pertaining to their respective allocations as well as allocations to persons connected with them, if any, under the Proposed LTIP. They will also abstain and ensure that persons connected with them, if any, abstain from voting in respect of their direct and/or indirect interests in our Company, if any, on the resolutions pertaining to the Proposed LTIP and their respective allocations as well as allocations to persons connected with them, if any, under the Proposed LTIP to be tabled at the EGM to be convened.

Where the resolutions are not related to the proposed allocations of LTIP Awards to the Interested Directors or to persons connected with them, if any, the Directors, having considered all aspects of the Proposed LTIP, are of the opinion that the Proposed LTIP is in the best interest of our Company.

Accordingly, our Board (save for the respective Interested Directors who have abstained from forming any opinion and making any recommendations relating to their respective allocations as well as allocations to persons connected with them, if any) recommends that you vote in favour of the resolutions in relation to the Proposed LTIP to be tabled at the forthcoming EGM.

11. TENTATIVE TIMEFRAME FOR IMPLEMENTATION

Barring any unforeseen circumstances and subject to all required approvals being obtained, the Proposed LTIP is expected to be completed by the second quarter of 2026.

The tentative timetable in relation to the Proposed LTIP and Proposed Allocation are set out below:-

Timeline	Events
15 May 2026	• Convening of the EGM to obtain the approval of our shareholders for the Proposed LTIP and Proposed Allocation
June 2026	• Implementation of the Proposed LTIP

12. EGM

The EGM, the notice of which is enclosed with this Circular, will be held at Iconic 1 & 2, Iconic Hotel, 71 Jalan Icon City, Icon City, 14000 Bukit Mertajam, Pulau Pinang on Friday, 15 May 2026 at 11.30 a.m., or immediately after the conclusion or adjournment of the Second Annual General Meeting of Chemlite which will be held at the same venue and on the same day at 10.30 a.m., whichever is later, for the purpose of considering and if thought fit, passing with or without any modifications to the resolutions to give effect to the Proposed LTIP and Proposed Allocation.

A member entitled to attend, speak and vote at the EGM is entitled to appoint a proxy or proxies to attend, speak and vote on his/her behalf. In such event, the Proxy Form must be deposited at the registered office of our Company at Suite 18.05, MWE Plaza, No. 8, Lebuh Farquhar, 10200 George Town, Pulau Pinang or lodged electronically by email to eservices@sshsb.com.my not less than forty-eight (48) hours before the time stipulated for holding the EGM as indicated below. The lodging of the Proxy Form will not preclude you from attending, speaking and voting in person at the EGM should you subsequently wish to do so.

13. FURTHER INFORMATION

You are advised to refer to the appendices set out in this Circular for further information.

Yours faithfully,
For and on behalf of the Board of
CHEMLITE INNOVATION BERHAD

CHOO YIH WOEI
Independent Non-Executive Chairman

CHEMLITE INNOVATION BERHAD

(Registration No. 202401021849 (1567698-V))
(Incorporated in Malaysia)

BY-LAWS OF CHEMLITE INNOVATION BERHAD'S LONG TERM INCENTIVE PLAN

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BY-LAWS OF CHEMLITE INNOVATION BERHAD'S LONG TERM INCENTIVE PLAN

PART A – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 In these By-Laws (as defined below), unless otherwise specified or where the context otherwise requires, the following definitions shall be deemed to have the following meanings:

Act	:	Companies Act 2016, as may be amended from time to time and including any re-enactment thereof;
Adviser	:	A recognised principal adviser that fulfils the requirements set out in the Licensing Handbook of the Securities Commission Malaysia, as may be appointed and approved by the Board;
Authorised Nominee	:	A person who is authorised to act as a nominee as specified in accordance with the schedule prescribed under Part VIII of the Rules of Bursa Depository;
Award Letter	:	A letter of offer to Eligible Person(s) issued pursuant to an offer made by the LTIP Committee under Part C or Part D of these By-Laws, as the case may be;
Board	:	The board of directors of the Company for the time being;
Bursa Depository	:	Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W));
Bursa Securities	:	Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W));
By-Laws	:	These by-laws governing the Scheme, as may be amended or modified and/or supplemented from time to time in accordance with By-Law 17;
CDS Account(s)	:	A central depository system account established by Bursa Depository for the recording of deposits and withdrawals of securities and dealings in such securities by a depositor;
Chemlite or Company	:	Chemlite Innovation Berhad (Registration No. 202401021849 (1567698-V));
Chemlite Group or Group	:	Collectively, the Company and its subsidiaries as defined in Section 4 of the Act (excluding dormant subsidiaries and foreign subsidiaries incorporated out of Malaysia, if any) and where the context so requires, any one (1) of them. Subsidiaries include subsidiaries which are existing as at the Effective Date and subsidiaries which are incorporated or acquired at any time during the Duration of the Scheme but exclude subsidiaries which have been divested in the manner provided in By-Law 25.5;
Constitution	:	The constitution of the Company, as may be amended from time to time;

DRAFT BY-LAWS OF THE PROPOSED LTIP (CONT'D)

Date of Award	:	The SGS Award Date(s) and/or the ESOS Award Date(s), as the case may be;
Date of Expiry	:	The last day of the Duration of the Scheme as provided in By-Law 20;
Differential Amount	:	Shall have the meaning ascribed to it in By-Law 16.4(a);
Duration of the Scheme	:	The duration of the Scheme as outlined in By-Law 20.2 and includes any extension thereof;
Effective Date	:	Shall have the meaning ascribed to it in By-Law 20.1;
Eligible Director(s)	:	Any director(s) of the Chemlite Group who fulfils the criteria of eligibility for participation in the Scheme as set out in By-Law 6;
Eligible Person(s)	:	Any of the following person(s) who meet(s) the criteria of eligibility for participation in the Scheme as set out in By-Law 6: (a) Eligible Director(s); and/or (b) employee(s) of the Chemlite Group;
ESOS	:	The employees' share option scheme, a component of the Scheme as more particularly set out in Part C of these By-Laws;
ESOS Award(s)	:	The grant of an award of such number of ESOS Option(s) to Eligible Person(s) to subscribe for new Shares at the Option Price in the manner and subject to the terms and conditions provided in these By-Laws;
ESOS Award Date(s)	:	The date of the Award Letter in which an ESOS Award is awarded to the Eligible Person pursuant to the Award Letter;
ESOS Option(s)	:	The right of an ESOS Participant to subscribe for new Share(s) pursuant to the contract constituted by the acceptance of an ESOS Award by an Eligible Person in the manner indicated in these By-Laws and where the context so requires, includes any part of the ESOS Option(s) as shall remain unexercised;
ESOS Participant(s)	:	Eligible Person(s) who has accepted an award of ESOS Option(s) in accordance with the terms of the Scheme;
Exercise Period	:	The specific period or periods within the LTIP Period during which ESOS Options may be exercised by LTIP Participants, as determined by the LTIP Committee subject to By-Law 20;
Interested Parties	:	Shall have the meaning ascribed to it in By-Law 6.4;
Listing Requirements	:	ACE Market Listing Requirements of Bursa Securities, as may be amended from time to time;
LTIP or Scheme	:	The scheme known as the "**Chemlite Innovation Berhad's Long Term Incentive Plan**" comprising the ESOS and SGS on the terms as set out in these By-Laws;
LTIP Award(s)	:	The SGS Award(s) and/or the ESOS Award(s), as the case may be;

LTIP Committee	:	The committee comprising such number of directors and/or Senior Management of the Group as appointed from time to time and authorised by the Board to implement and administer the Scheme in accordance with the provisions of these By-Laws;
LTIP Participant(s)	:	The ESOS Participant(s) and/or SGS Participant(s), as the case may be;
LTIP Period	:	The period commencing from the Date of Award, or such later date as may be determined by the LTIP Committee, and expiring on a date which the LTIP Committee may in its sole and absolute discretion decide in the LTIP Award, upon termination of the Scheme or otherwise pursuant to the provisions of these By-Laws, PROVIDED ALWAYS THAT such period shall not extend beyond the Duration of the Scheme;
Market Day(s)	:	Day(s) on which Bursa Securities is open for trading in securities, which may include a Surprise Holiday;
Maximum Allowable Allotment	:	Shall have the meaning ascribed to it in By-Law 7.1;
Maximum Limit	:	Shall have the meaning ascribed to it in By-Law 5.1;
Notice	:	Shall have the meaning ascribed to it in By-Law 40.4;
Offeror	:	Shall have the meaning ascribed to it in By-Law 12.1(a);
Option Price	:	The price determined in accordance with the provisions of By-Law 38, at which an ESOS Participant is entitled to subscribe for one (1) new Share pursuant to the exercise of an ESOS Option in the manner indicated in By-Law 40;
Person(s) Connected	:	Shall have the meaning ascribed to it in the Listing Requirements;
Previous Company	:	Shall have the meaning ascribed to it in By-Law 24;
RM and sen	:	Ringgit Malaysia and sen, being the lawful currency of Malaysia;
Senior Management	:	Employees of the Group (excluding dormant subsidiaries and foreign subsidiaries, if any) holding senior positions, as determined by the LTIP Committee and subject to such criteria as the LTIP Committee may, in its sole and absolute discretion, prescribe from time to time
SGS	:	The employees' share grant scheme, a component of the Scheme as more particularly set out in Part D of these By-Laws;
SGS Award(s)	:	The grant of an award of such number of existing Shares to Eligible Person(s) in accordance with and subject to the terms and conditions provided in these By-Laws;
SGS Award Date(s)	:	The date of the Award Letter in which a SGS Award is awarded to the Eligible Person pursuant to the Award Letter;
SGS Participant(s)	:	Eligible Person(s) who has accepted the SGS Award(s) in accordance with the terms of the Scheme;
Share(s)	:	Ordinary share(s) in the Company;

Surprise Holiday	:	A day that is declared as public holiday in the Federal Territory of Kuala Lumpur that has not been gazetted as a public holiday at the beginning of the calendar year;
Termination Date	:	Effective date of termination of the Scheme;
Trust	:	The trust that may be established to facilitate the implementation and administration of the Scheme;
Trustee	:	The trustee(s) or its authorised nominee that may be appointed by the Company for the Scheme from time to time;
Trust Deed	:	The trust deed(s) constituting the Trust to be executed between the Trustee and the Company (if applicable); and
Vesting Condition(s)	:	The conditions which are required to be fulfilled by an LTIP Participant before any ESOS Option and/or SGS Award is capable of being vested onto the LTIP Participant pursuant to the terms of these By-Laws.

1.2 In these By-Laws:

(a) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and any requirements, policies and/or guidelines of Bursa Securities (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies and/or guidelines are addressed to by Bursa Securities and/or the relevant authorities);

(b) any reference to a statutory provision shall include that provision as from time to time modified or re-enacted whether before or after the date of these By-Laws so far as such modification or re-enactment applies or is capable of applying to any LTIP Award offered and accepted prior to the Date of Expiry and shall also include any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;

(c) words importing the singular shall where the context so admits include the plural and *vice versa*;

(d) references to the masculine gender include the feminine and neutral genders and all such references shall be construed interchangeably in that manner;

(e) any liberty or power which may be exercised or any determination which may be made hereunder by the Board or the LTIP Committee may be exercised in the Board's or LTIP Committee's sole and absolute discretion and the LTIP Committee shall not be under any obligation to give any reasons thereof, except as may be required by the relevant authorities;

(f) a "**day**" or "**month**" shall mean a calendar day or a calendar month in accordance with the Gregorian calendar;

(g) the headings in these By-Laws are for convenience only and shall not be taken into account in the interpretation of these By-Laws; and

(h) if an event occurs on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first (1st) Market Day after that day.

PART B – GENERAL PROVISIONS OF THE SCHEME

2. NAME OF THE SCHEME

The Scheme shall be known as the "**Chemlite Innovation Berhad's Long Term Incentive Plan**" and shall comprise the ESOS and the SGS.

3. OBJECTIVES OF THE SCHEME

The establishment of the Scheme is to provide the Eligible Persons with an opportunity for equity participation in the Company, with a view to achieving the objectives set out below:

(a) to recognise the dedication, efforts and contribution of the Eligible Persons, whose expertise and services are valued and vital to the Group's ongoing operations and sustained growth;

(b) to align the interests of the Eligible Persons with those of the shareholders by linking their rewards to the Group's overall performance, thereby fostering a shared commitment towards achieving the Group's strategic objectives and plans;

(c) to retain, motivate and reward the Eligible Persons by enabling them to participate in the Group's profitability and potentially realise capital gains arising from any appreciation in the value of the Shares upon disposal, thus reinforcing their motivation to contribute to the Group's performance and value creation;

(d) to cultivate a greater sense of ownership, loyalty and dedication among the Eligible Persons by granting them an equity stake in the Company, which in turn encourages Eligible Persons to take greater initiative, accountability and involvement in the day-to-day operations and strategic direction of the Group; and

(e) to make the remuneration scheme of the Group more competitive to attract and retain skilled and experienced individuals to join the Group and contribute to its continued growth.

4. APPLICATION OF THE PROVISIONS OF PART A AND PART B

Unless otherwise expressly provided, the provisions of Part A and Part B of these By-Laws shall apply generally to the ESOS and the SGS.

5. MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE SCHEME

5.1 Subject to By-Law 5.2, the maximum number of Shares which may be made available pursuant to the Scheme shall not, in aggregate, exceed ten per centum (10%) of the total number of issued Shares (excluding treasury shares, if any) at any point in time during the Duration of the Scheme ("**Maximum Limit**").

5.2 Notwithstanding By-Law 5.1 or any other provision herein contained, in the event the aggregate maximum number of Shares granted under the Scheme exceeds the Maximum Limit at any point in time as a result of the Company purchasing its own Shares in accordance with Section 127 of the Act, cancelling or reducing its own Shares or undertaking any other corporate proposals and thereby diminishing its issued Shares, no further LTIP Awards shall be granted by the LTIP Committee until such time the aggregate number of Shares granted or to be granted under the Scheme falls below the Maximum Limit at any point in time during the Duration of the Scheme. For the avoidance of doubt, all such LTIP Awards granted prior to the adjustment of the issued Shares (excluding treasury shares, if any) shall remain valid and exercisable in accordance with the provisions of these By-Laws.

5.3 In the case of a transfer of existing Shares and/or treasury shares to the Eligible Persons under the Scheme, the LTIP Committee will use all reasonable efforts to ensure that the Company has sufficient existing Shares and/or treasury shares, as the case may be, to satisfy the LTIP Awards made throughout the duration of the Scheme.

6. ELIGIBILITY

6.1 Subject to the sole and absolute discretion of the LTIP Committee, whose decision shall be final and binding, only Eligible Persons who fulfil the following criteria as at the Date of Award shall be eligible to participate in the Scheme:

(a) in respect of an employee:

(i) he / she has attained the age of eighteen (18) years;

(ii) he / she is neither an undischarged bankrupt nor subject to any bankruptcy proceedings;

(iii) he / she is an employee employed on a full-time basis and has been in the employment of the Company or any company in the Group for such period as may be determined by the LTIP Committee prior to and up to the Date of Award and has not served a notice of resignation nor received a notice of termination;

(iv) his / her employment has been confirmed in writing prior to and up to the Date of Award and is not under any probationary period;

(v) he / she is serving in a specific designation under the employment contract for a fixed duration, excluding those who are employed for a specific project or on short-term contract or any other employees under contract as may be determined by the LTIP Committee; and/or

(vi) he / she fulfils such other eligibility criteria and/or falls within such grade or category as may be determined by the LTIP Committee from time to time; or

(b) in respect of a director:

(i) he / she has attained the age of eighteen (18) years;

(ii) he / she is neither an undischarged bankrupt nor subject to any bankruptcy proceedings;

(iii) he / she has been appointed as a director of the Company or any company in the Group (including executive or non-executive and/or independent or non-independent directors of the Company but shall not include alternate and/or substitute directors or any director of any other company within the Group which is dormant, if any) for such period as may be determined by the LTIP Committee prior to and up to the Date of Award;

(iv) specifically, in the case of the SGS, he / she shall be an executive director of the Company as at the Date of Award;

(v) he / she has not served a notice of resignation nor received a notice of termination; and/or

(vi) he / she fulfils such other eligibility criteria and/or falls within such grade or category as may be determined by the LTIP Committee from time to time.

For the avoidance of doubt, the non-executive directors of the Company shall only be eligible to participate in the ESOS, subject always to the eligibility criteria set out in By-Law 6.1(b).

6.2 For the avoidance of doubt, the following persons are not Eligible Persons and therefore, do not qualify for participation in the Scheme:

(a) any directors or employees of the Group who represent the Government or Government institutions or agencies and Government employees in the public service as defined in Article 132 of the Federal Constitution;

(b) a director or an employee of a dormant subsidiary of the Company; and

(c) an employee of the Group who is on probation.

6.3 The LTIP Committee may in its sole and absolute discretion determine additional criteria on eligibility and allocation of the LTIP Awards to the Eligible Persons from time to time, and such criteria shall be made available to the Eligible Persons. An Eligible Person must fulfil such criteria and/or fall within such category or designation of employment as may be determined by the LTIP Committee, whose decision shall be final and binding. Notwithstanding the above, the LTIP Committee may, in its sole and absolute discretion, waive any of such conditions of eligibility.

6.4 If any Eligible Person, who is a director, major shareholder or chief executive of the Company or its holding company ("**Interested Parties**") or any Person(s) Connected with any of the Interested Parties, is eligible to participate in the Scheme, the specific allocation of the LTIP Awards granted by the Company to such Interested Parties and/or Persons Connected with them under the Scheme must first be approved by the shareholders of the Company at a general meeting, PROVIDED ALWAYS THAT such Interested Parties and/or Persons Connected with them shall not vote on the resolution approving their respective allocation and/or allocation to Persons Connected with them.

6.5 Eligibility under the Scheme shall not confer an Eligible Person a claim or right to participate in or any rights whatsoever under the Scheme and an Eligible Person does not acquire or have any rights over or in connection with the LTIP Award or the new or existing Shares comprised therein unless an LTIP Award pursuant to an Award Letter has been made by the LTIP Committee to the Eligible Person and the Eligible Person has accepted the LTIP Award and has fulfilled the conditions in the LTIP Award, if any.

6.6 The LTIP Committee shall have the sole and absolute discretion to determine whether a director or employee participating in the Scheme shall at any one point in time participate or be eligible to participate in any other employee share scheme, share grant scheme or share issuance scheme implemented by any other company within the Group. Such participation shall be subject to the rules and regulations governing employee share scheme, share grant scheme or share issuance scheme as promulgated by Bursa Securities or any other relevant authorities.

6.7 The directors and employees of the Group may be eligible to participate in either or both the ESOS and/or the SGS, as may be determined by the LTIP Committee and subject always to the eligibility criteria set out in By-Law 6.1.

6.8 An employee who during the Duration of the Scheme becomes an Eligible Person may be eligible for the LTIP Award (to be decided by the LTIP Committee), subject always to the Maximum Allowable Allotment for the category to which he / she has been admitted.

6.9 The grant of the LTIP Award pursuant to By-Law 6.8 shall be from the remaining LTIP Award available under the Scheme, subject always to By-Law 5.1.

7. BASIS OF ALLOTMENT AND MAXIMUM ALLOWABLE ALLOTMENT OF SHARES

7.1 Subject to the Maximum Limit and any adjustment which may be made pursuant to By-Law 14, the aggregate maximum number of Shares that may be offered, allotted and issued to an Eligible Person under the LTIP ("**Maximum Allowable Allotment**") shall be determined by the LTIP Committee in its sole and absolute discretion after taking into consideration factors which include, amongst others, the Eligible Person's ranking, performance, employment grade, seniority, designation, length of service, work performance, contribution and potential contribution to the business, operations and success of the Group, and/or such other factors that the LTIP Committee may in its sole and absolute discretion deem fit, subject always to the following:

(a) the allocation to an Eligible Person who, either singly or collectively through Persons Connected with him / her, holds twenty per centum (20%) or more of the total number of issued Shares (excluding treasury shares, if any), shall not exceed ten per centum (10%) of the total number of Shares to be issued under the Scheme;

(b) not more than fifty per centum (50%) of the total number of Shares available to be issued under the Scheme shall be allocated, in aggregate, to the Eligible Directors and Senior Management who are eligible to participate in the Scheme;

(c) the Eligible Directors and Senior Management who are eligible shall not participate in the deliberation or discussion and/or shall abstain from making or voting on any resolution on their respective allocation of the LTIP Awards and the allocation of LTIP Awards to Persons Connected with them, if any; and

(d) any performance target to be achieved before the LTIP Awards can be granted and/or exercised by an Eligible Person shall be determined by the LTIP Committee,

PROVIDED ALWAYS THAT it is in accordance with the Listing Requirements or any prevailing guidelines, rules and/or regulations issued by Bursa Securities and/or any other relevant authorities, as may be amended from time to time.

7.2 Subject always to By-Law 17, the LTIP Committee may in its sole and absolute discretion and pursuant to By-Law 16, amend or vary and/or include or preclude any basis or criteria which is applied in considering LTIP Awards to Eligible Persons, including the details of the category of employees and/or thresholds of Maximum Allowable Allotment for which it shall deem necessary to introduce during the duration of the Scheme, PROVIDED ALWAYS THAT these bases are in compliance with the Listing Requirements or any prevailing guidelines, rules and/or regulations issued by Bursa Securities and/or any other relevant authorities, as may be amended from time to time.

7.3 Subject to By-Law 36 and By-Law 41, the LTIP Committee shall be entitled to determine the maximum number of LTIP Awards that will be made available to an Eligible Person. At the time an LTIP Award is awarded in accordance with these By-Laws, the LTIP Committee shall set out the basis of allotment, identifying the category or grade of the Eligible Person and the Maximum Allowable Allotment for the Eligible Person. The LTIP Committee shall not be obliged in any way to award, grant, vest to any Eligible Person any LTIP Awards. The decision of the LTIP Committee is final and binding.

7.4 An Eligible Person who holds more than one (1) position within the Group, and by holding such positions, the Eligible Person is in more than one (1) category, shall only be entitled to the Maximum Allowable Allotment of any one (1) of those categories. The LTIP Committee shall be entitled in its sole and absolute discretion to determine the applicable category.

7.5 In the event that an Eligible Person is promoted or redesignated to a higher category of employment, he / she shall be entitled to hold all unvested ESOS Options and/or SGS Awards and to exercise all vested but unexercised ESOS Options. The Maximum Allowable Allotment applicable to such Eligible Person shall be the Maximum Allowable Allotment corresponding to the category of employment of which he / she is then a party to, subject always to the Maximum Allowable Allotment. The LTIP Committee has the sole and absolute discretion in deciding whether to grant additional LTIP Awards, notwithstanding any such change in the Eligible Person's Maximum Allowable Allotment.

7.6 In the event that an Eligible Person is demoted or redesignated to a lower category of employment for any reason whatsoever, unless otherwise determined by the LTIP Committee, he / she shall be entitled to exercise all vested but unexercised ESOS Options and/or to all vested SGS Awards. The number of unvested ESOS Options and/or SGS Awards held by him / her at that time may be reduced by the LTIP Committee in its sole and absolute discretion. The Maximum Allowable Allotment applicable to such Eligible Person shall be the Maximum Allowable Allotment corresponding to the category of employment of which he / she is demoted or redesignated to, unless an LTIP Award has been made and accepted by him / her before such demotion or redesignation, subject always to the Maximum Allowable Allotment. Where such demoted or redesignated Eligible Person has accepted the LTIP Award which exceeds the Maximum Allowable Allotment applicable to the lower category of employment, he / she shall not be entitled to any further allocation under such category.

7.7 The LTIP Committee may from time to time in its sole and absolute discretion decide whether the allocation and granting of the LTIP Awards to the Eligible Persons will be based on staggered granting during the Duration of the Scheme or in one (1) single grant, and if on a staggered basis, the maximum allocation available for each financial year over the Duration of the Scheme and/or whether the LTIP Awards are subject to any vesting period, and if so, to determine the Vesting Conditions, including whether such Vesting Conditions are subject to performance target, of which such determination will be carried out at a later date after the establishment of the Scheme and the formation of the LTIP Committee.

7.8 In the event any Eligible Person is a member of the LTIP Committee, such Eligible Person shall not participate in the deliberation or discussion and/or shall abstain from making or voting on any resolution on their respective allocation of the LTIP Awards and the allocation of LTIP Awards to Persons Connected with him / her, if any.

7.9 The Company shall ensure that allocation of LTIP Awards pursuant to the Scheme is verified by the audit committee of the Company at the end of each financial year, as being in compliance with the criteria for allocation of the LTIP Awards which have been set out in these By-Laws and disclosed to the Eligible Persons.

8. NON-ASSIGNABLE AND NON-TRANSFERABLE

8.1 The LTIP Award is personal to the LTIP Participant. Prior to the allotment and/or transfer to the LTIP Participant of the Shares to which the LTIP Award relates, the LTIP Award shall be non-assignable and non-transferable and shall not be disposed of or otherwise subject to any encumbrances by the LTIP Participant in any manner whatsoever. Subject always to these By-Laws, the LTIP Award shall be exercisable only by the LTIP Participant personally during his / her lifetime whilst he / she is in the employment in any company in the Group.

8.2 Any attempt to transfer, assign, dispose or encumber any LTIP Award shall result in the automatic cancellation or termination of the LTIP Award.

9. RIGHTS ATTACHING TO THE LTIP AWARDS

9.1 The LTIP Awards shall not carry any rights to vote at any general meeting of the Company, or to participate in any dividends, rights, allotments or any other form of distributions that may be declared, made or paid, or offer of further securities in the Company, unless and until such Shares have been allotted and issued and/or transferred and credited into the CDS Account of the LTIP Participant.

9.2 An LTIP Participant shall not be entitled to any dividends, rights or entitlements (including, but not limited to, any offer of further securities) in respect of his / her unvested or unexercised ESOS Options and/or unvested SGS Awards, as the case may be.

10. RANKING OF THE SHARES

10.1 The new Shares to be allotted and issued pursuant to the exercise of any ESOS Option granted under the Scheme shall, upon allotment and issuance, rank equally in all respects with the then existing Shares, save and except that the holders of such new Shares will not be entitled to any dividends, rights, allotments and/or any other form of distributions, which may be declared, made or paid to the Company's shareholders, the entitlement date of which precedes the relevant date of allotment and issuance of such new Shares. In relation to any existing Shares to be transferred to the LTIP Participants pursuant to the SGS Awards, the existing Shares shall be transferred together with all dividends, rights, allotments and/or other distributions declared, made or paid, the entitlement date of which is on or after the date the Shares are credited into the CDS Account of the relevant LTIP Participants or their Authorised Nominee.

10.2 All the Shares issued under the Scheme will be subject to all provisions of the Constitution.

10.3 All dividends, rights, allotments and/or any other distributions declared, made, paid or attached to the Shares held in trust by the Trustee, if any, shall form part of the assets of the Trust until such Shares are credited into the CDS Accounts of the respective LTIP Participants or their Authorised Nominee, in which event By-Laws 10.1 and 10.2 shall apply.

11. RETENTION PERIOD

11.1 The Shares to be allotted and issued to the LTIP Participants pursuant to the Scheme will not be subject to any retention period or restriction on transfer, disposal and/or assignment, unless otherwise stated in the LTIP Award as may be determined by the LTIP Committee from time to time in its sole and absolute discretion. However, the LTIP Participants are encouraged to hold the Shares as investment rather than for any speculative purposes and/or for the realisation of any immediate gain.

11.2 The LTIP Committee shall be entitled to prescribe or impose, in relation to any LTIP Award, any conditions relating to any retention period or restriction on transfer, disposal and/or assignment as it deems fit.

11.3 Notwithstanding By-Law 11.1, an ESOS Participant who is a non-executive director must not sell, transfer or assign his / her Shares obtained through the exercise of the ESOS Options offered to him / her pursuant to the Scheme within one (1) year from the ESOS Award Date (or such other period as may be prescribed by Bursa Securities in compliance with the Listing Requirements).

12. TAKE-OVER, DISPOSAL OF ASSETS, SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC.

12.1 In the event:

(a) of a takeover offer being made for the Company, under the Malaysian Code on Take-overs and Mergers 2016 and Rules on Take-overs, Mergers and Compulsory Acquisitions, to acquire the whole of the issued share capital of the Company (or such part thereof not at the time owned by the person making the general offer ("**Offeror**") or any persons acting in concert with the Offeror) and such takeover offer is announced by the Offeror as being unconditional or has become unconditional, any outstanding LTIP Awards may immediately be exercised by the LTIP Participant or LTIP Participant's legal and personal representatives and/or vested, as the case may be, during the offer period (as defined under the Rules on Take-overs, Mergers and Compulsory Acquisitions) or until the Date of Expiry, whichever is earlier;

(b) of the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of the Shares under the provisions of the Capital Markets and Services Act 2007 or other relevant law applicable at the material time and gives notice to the Company that it intends to exercise such right on a specific date, any outstanding LTIP Awards may immediately be exercised by the LTIP Participant or LTIP Participant's legal and personal representatives and/or vested, as the case may be, from the date of service of the said notice to the Company until and inclusive of the date on which the right of the compulsory acquisition is exercised or until the Date of Expiry, whichever is earlier; or

(c) the Company disposes of all or substantially all of its assets and the disposal becomes unconditional, any outstanding LTIP Awards may immediately be exercised by the LTIP Participant or LTIP Participant's legal and personal representatives and/or vested, as the case may be, commencing from the unconditional date of the said disposal until the Date of Expiry or such other date prescribed by the LTIP Committee within the LTIP Period,

subject to such terms and conditions (if any) as may be prescribed by the LTIP Committee, notwithstanding that:

(i) the LTIP Period has not commenced; and/or

(ii) other terms and conditions set out in the LTIP Award have not been fulfilled or satisfied.

12.2 In the event of:

(a) the court sanctioning a compromise or arrangement between the Company and its member for the purposes of, or in connection with, a scheme of arrangement and reconstruction of the Company or its amalgamation with any other company or companies or a privatisation via selective capital reduction, the LTIP Committee may permit the exercise and/or vesting of any outstanding LTIP Awards by the LTIP Participant or LTIP Participant's legal and personal representatives, as the case may be, at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court or a date to be specified by the LTIP Committee within the LTIP Period up to but excluding the date upon which such compromise or arrangement becomes effective or until the Date of Expiry, whichever is earlier; or

(b) the Company decides to merge with other company or companies, the LTIP Committee may permit the exercise of any unexercised LTIP Awards and/or vesting of any outstanding LTIP Awards by the LTIP Participant or LTIP Participant's legal and personal representatives, as the case may be, at any time commencing from the unconditional date of the said transaction until the date prescribed by the LTIP Committee within the LTIP Period, subject to such terms and conditions as may be prescribed by the LTIP Committee notwithstanding that:

(i) the LTIP Period has not commenced; and/or

(ii) other terms and conditions set out in the LTIP Award have not been fulfilled or satisfied.

12.3 All LTIP Awards which the LTIP Committee permits to be exercisable and/or vested pursuant to this By-Law 12 shall automatically lapse and shall become null and void to the extent unexercised and/or unvested by the date prescribed by the LTIP Committee, notwithstanding that the LTIP Period has not commenced or has not expired.

13. TRUSTEE

13.1 For the purposes of facilitating the implementation and administration of the Scheme, the Company may, if deemed appropriate by the LTIP Committee, establish a Trust to be administered by the Trustee in accordance with the Trust Deed. To enable the Trustee to subscribe for new Shares, acquire existing Shares and/or receive treasury shares for the purpose of the Scheme and to pay expenses in relation to the administration of the Trust, the Trustee may, to the extent permitted by applicable laws and as set out under these By-Laws, be entitled from time to time to receive funds from the Group in such bank account(s) to be established by the Trustee for the purpose of the Trust. The LTIP Committee shall have the sole and absolute discretion to instruct the Trustee to subscribe for new Shares, acquire existing Shares and/or receive treasury shares at any time and from time to time and also to revoke or suspend any such instruction that has earlier been given to the Trustee.

13.2 If a Trust is established, the Trustee shall administer the Trust in accordance with the Trust Deed. For the purpose of administering the Trust, the Trustee shall do all such acts and things and enter into any transactions, agreements, deeds, documents or arrangements or make rules, regulations or impose terms and conditions or delegate part of its power relating to the administering of the trust as the LTIP Committee may in its discretion direct for the purpose of implementation or administration of the Trust.

13.3 The Company shall have the power from time to time to appoint, rescind or terminate the appointment of any Trustee as it deems fit in accordance with the provisions of the Trust Deed. The LTIP Committee shall not be under any obligation to give any reasons for such appointment, rescission or termination. The LTIP Committee shall have the power from time to time, at any time, to negotiate with the Trustee to amend the provisions of the Trust Deed.

14. ALTERATION OF SHARE CAPITAL

14.1 In the event of any alteration in the capital structure of the Company during the Duration of the Scheme, whether by way of a capitalisation issue, rights issue, bonus issue, consolidation or subdivision of Shares or capital reduction or any other variation of capital, the Company shall cause such adjustment to be made to:

(A) the number of Shares which shall be exercisable or vested under an ESOS Option or a SGS Award; and/or

(B) the Option Price,

to ensure that the capital outlay to be incurred by the LTIP Participants in subscribing for the same proportion of Shares pursuant to the exercise of the ESOS Options or vesting of the SGS Awards granted under the Scheme (excluding the ESOS Options or the SGS Awards already exercised and/or vested) to which the LTIP Participants were entitled to prior to the event giving rise to such adjustments shall remain unaffected.

All adjustments shall be made in the sole and absolute discretion of the LTIP Committee, PROVIDED ALWAYS THAT:

(i) upon any adjustment being made pursuant to this By-Law, the LTIP Committee shall within twenty-one (21) Market Days thereof notify the LTIP Participants (or his / her legal and personal representatives, where applicable and as the case may be) in writing of the adjusted Option Price, the adjusted number of Shares which shall be exercisable or vested under an ESOS Option or a SGS Award and/or the revised method of exercise of the ESOS Options and the effective date of such adjustment; and

(ii) all adjustments (other than bonus issue, subdivision or consolidation of Shares) must be confirmed in writing by the external auditors for the time being of the Company or an Adviser as being in their opinion (acting as an expert and not as an arbitrator) fair and reasonable

Any adjustment pursuant to this By-Law shall be made in accordance with the following formula:

(a) If and whenever a consolidation or subdivision of Shares occurs, the Option Price shall be adjusted in the following manner:

$$\text{New Option Price} = \frac{S \times L}{M}$$

and the additional number of Shares comprised in an ESOS Option or a SGS Award shall be calculated as follows:

(1) <u>For consolidation of Shares</u>

$$\text{Additional number of Shares} = \frac{T \times M}{L}$$

(2) <u>For subdivision of Shares</u>

$$\text{Additional number of Shares} = \left(\frac{T \times M}{L}\right) - T$$

where:

L = *the aggregate number of issued Shares immediately before such consolidation or subdivision;*

M = *the aggregate number of issued Shares immediately after such consolidation or subdivision;*

S = *existing Option Price; and*

T = *existing number of Shares relating to the ESOS Option or SGS Award.*

Each of such adjustment will be effective from the close of business of the Market Day following the date on which the consolidation or subdivision becomes effective (being the date on which the Shares are traded on Bursa Securities) or such other date as may be permitted by the Listing Requirements and applicable laws.

(b) If and whenever the Company shall make any issue of Shares to its ordinary shareholders credited as fully paid-up, by way of bonus issue or capitalisation of profits or reserves (whether of a capital or income nature and including capital redemption reserve fund, if applicable), the Option Price shall be adjusted by multiplying it with the following fraction:

$$\text{Multiplier} = \frac{A}{A + B}$$

and the additional number of Shares comprised in an ESOS Option or a SGS Award shall be calculated as follows:

$$\text{Additional number of Shares} = \left[T \times \left(\frac{A + B}{A} \right) \right] - T$$

where:

A = *the aggregate number of issued Shares on the entitlement date (namely the date as at the close of business on which shareholders must be registered in order to be entitled to any dividends, rights allotments and/or other forms of distributions) immediately before such bonus issue or capitalisation issue;*

B = *the aggregate number of Shares to be issued pursuant to any allotment to ordinary shareholders of the Company credited as fully paid by way of bonus issue or capitalisation of profits or reserves (whether of a capital or income nature and including capital redemption reserve fund, if applicable); and*

T = *T in By-Law 14.1(a).*

Unless otherwise prescribed by Bursa Securities, each of such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

(c) If and whenever the Company shall make:

(i) a Capital Distribution (as defined below) to its ordinary shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets);

(ii) any offer or invitation to its ordinary shareholders whereunder they may acquire or subscribe for new Shares by way of rights; or

(iii) any offer or invitation to its ordinary shareholders by way of rights whereunder they may acquire or subscribe for securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares,

then and in respect of each such case, the Option Price shall be adjusted by multiplying it with the following fraction:

$$\text{Multiplier} = \frac{C - D}{C}$$

and in respect of the case referred to in By-Law 14.1(c)(ii) hereof, the additional number of Shares comprised in an ESOS Option or a SGS Award shall be calculated as follows:

$$\text{Additional number of Shares} = \left[T \times \left(\frac{C}{C - D^*} \right) \right] - T$$

where:

C	=	*the Current Market Price (as defined in By-Law 14.1(g) below) of each Share on the Market Day immediately preceding the date on which the Capital Distribution or, as the case may be, the offer or invitation is publicly announced to Bursa Securities or (failing any such announcement) immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation;*
D	=	*(aa) in the case of an offer or invitation to acquire or subscribe for new Shares under By-Law 14.1(c)(ii) above or for securities convertible into Shares or securities with rights to acquire or subscribe for new Shares under By-Law 14.1(c)(iii) above, the value of rights attributable to one (1) Share (as defined below); or* *(bb) in the case of any other transaction falling within this By-Law 14.1(c), the fair market value, as determined by the Company (with the concurrence of the external auditors for the time being of the Company or an Adviser), of that portion of the Capital Distribution attributable to one (1) Share;*
*D**	=	*the value of rights attributable to one (1) Share; and*
T	=	*T in By-Law 14.1(a).*

*For the purpose of definition (aa) of D above, the "**value of rights attributable to one (1) Share**" shall be calculated in accordance with the following formula:*

Value of rights attributable to one (1) Share for D above $= \dfrac{C - E}{F + 1}$

where:

C	=	*C in By-Law 14.1(c);*
E	=	*the subscription price for one (1) additional Share under the terms of such offer or invitation or subscribe for one (1) additional security convertible into Share or one (1) additional security with rights to acquire or subscribe for Shares; and*
F	=	*the number of Shares which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share or security convertible into Shares or with right to acquire or subscribe for Shares.*

For the purpose of D above, the "**value of rights attributable to one (1) Share**" shall be calculated in accordance with the following formula:*

Value of rights attributable to one (1) Share for D above* $= \dfrac{C - E^*}{F^* + 1}$

where:

C	=	*C in By-Law 14.1(c);*
*E**	=	*the subscription price for one (1) additional Share under the terms of such offer or invitation to acquire or subscribe for new Shares; and*
*F**	=	*the number of Shares which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share.*

For the purpose of By-Law 14.1(c) hereof, "**Capital Distribution**" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of new Shares (other than an issue falling within By-Law 14.1(b)) or other securities by way of capitalisation of profits or reserves (whether of a capital or income nature and including capital redemption reserve fund, if applicable).

Any dividend or distribution charged or provided for in the accounts of the Company for any period shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the ordinary shareholders as shown in the audited consolidated comprehensive income of the Company.

Unless otherwise prescribed by Bursa Securities, each of such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

(d) If and whenever the Company makes any allotment to its ordinary shareholders as provided in By-Law 14.1(b) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 14.1(c)(ii) or By-Law 14.1(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Option Price shall be adjusted by multiplying it with the following fraction:

$$\text{Multiplier} = \frac{(G \times C) + (H \times I)}{(G + H + B) \times C}$$

and where the Company makes any allotment to its ordinary shareholders as provided in By-Law 14.1(b) above and also makes an offer or invitation to its ordinary shareholders as provided in By-Law 14.1(c)(ii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the additional number of Shares comprised in an ESOS Option or a SGS Award shall be calculated as follows:

$$\text{Additional number of Shares comprised in an ESOS Option} = \left[T \times \left[\frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right] \right] - T$$

$$\text{Additional number of Shares comprised in a SGS Award} = \left[T \times \left[\frac{(G + H + B) \times C}{(G \times C) + (H \times I)} \right] \right] - T$$

where:

B = *B in By-Law 14.1(b);*

C = *C in By-Law 14.1(c);*

G = *the aggregate number of issued Shares on the entitlement date;*

H = *the aggregate number of new Shares to be issued under an offer or invitation to acquire or subscribe for Shares by way of rights or under an offer or invitation by way of rights to acquire or subscribe for securities convertible into Shares or rights to acquire or subscribe for Shares, as the case may be;*

*H** = *the aggregate number of new Shares to be issued under the offer or invitation to acquire or subscribe for Shares by way of rights;*

I = *the subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares or the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional Share, as the case may be;*

*I** = *the subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares; and*

T = *T in By-Law 14.1(a).*

Unless otherwise prescribed by Bursa Securities, each of such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

(e) If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for Shares as provided in By-Law 14.1(c)(ii) together with an offer or invitation to acquire or subscribe for securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares as provided in By-Law 14.1(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Option Price shall be adjusted by multiplying it with the following fraction:

$$\text{Multiplier} = \frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J) \times C}$$

and the additional number of Shares comprised in an ESOS Option or a SGS Award shall be calculated as follows:

$$\text{Additional number of Shares comprised in an ESOS Option} = \left[T \times \left[\frac{(G + H^*) \times C}{(G \times C) + (H^* \times I^*)} \right] \right] - T$$

$$\text{Additional number of Shares comprised in a SGS Award} = \left[T \times \left[\frac{(G + H + J) \times C}{(G \times C) + (H \times I) + (J \times K)} \right] \right] - T$$

where:

C = *C in By-Law 14.1(c);*

G = *G in By-Law 14.1(d);*

H = *H in By-Law 14.1(d);*

*H** = *H* in By-Law 14.1(d);*

I = *I in By-Law 14.1(d);*

*I** = *I* in By-Law 14.1(d);*

J = *the aggregate number of Shares to be issued to its ordinary shareholders upon conversion of such securities or exercise of such rights to subscribe for Shares by the ordinary shareholders of the Company;*

K = *the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional Share; and*

T = *T in By-Law 14.1(a).*

Unless otherwise prescribed by Bursa Securities, each of such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for the above transaction.

(f) If and whenever the Company makes an allotment to its ordinary shareholders as provided in By-Law 14.1(b) and also makes an offer or invitation to acquire or subscribe for Shares to its ordinary shareholders as provided in By-Law 14.1(c)(ii) above, together with rights to acquire or subscribe for securities convertible into new Shares or with rights to acquire or subscribe for new Shares as provided in By-Law 14.1(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of the offer or invitation, the Option Price shall be adjusted by multiplying it with the following fraction:

$$\text{Multiplier} = \frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J + B) \times C}$$

and the additional number of Shares comprised in an ESOS Option or a SGS Award shall be calculated as follows:

$$\text{Additional number of Shares comprised in an ESOS Option} = \left[T \times \left[\frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right] \right] - T$$

$$\text{Additional number of Shares comprised in a SGS Award} = \left[T \times \left[\frac{(G + H + J + B) \times C}{(G \times C) + (H \times I) + (J \times K)} \right] \right] - T$$

where:

B = *B in By-Law 14.1(b);*

C = *C in By-Law 14.1(c);*

G = *G in By-Law 14.1(d);*

H = *H in By-Law 14.1(d);*

*H** = *H* in By-Law 14.1(d);*

I = *I in By-Law 14.1(d);*

*I** = *I* in By-Law 14.1(d);*

J = *J in By-Law 14.1(e);*

K = *K in By-Law 14.1(e); and*

T = *T in By-Law 14.1(a).*

Unless otherwise prescribed by Bursa Securities, each of such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for the above transaction.

(g) For the purpose of By-Laws 14.1(c), (d), (e) and (f) above, the "**Current Market Price**" in relation to one (1) Share for any relevant day shall be the volume weighted average market prices for the five (5) consecutive Market Days before such date as may be determined by the Board with the concurrence of the external auditors or the Adviser of the Company, in accordance with any guidelines issued, from time to time, by Bursa Securities and/or the relevant authorities.

(h) If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders and requiring an adjustment under By-Laws 14.1(c)(ii), (c)(iii), (d), (e) or (f) above), the Company shall issue either any Shares or any securities convertible into Shares or any rights to acquire or subscribe for Shares, and in any such case, the Total Effective Consideration (as defined below) per Share is less than ninety per centum (90%) of the Average Price (as defined below) for one (1) Share or, as the case may be, the price at which the Shares will be issued upon conversion of such securities or exercise of such rights is determined, the Option Price shall be adjusted by multiplying it by the following fraction:

$$\text{Multiplier} = \frac{N + O}{N + P}$$

where:

N = *the number of Shares in issue at the close of business on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;*

O = *the number of Shares which the Total Effective Consideration would have purchased at the Average Price (exclusive of expenses); and*

P = *the aggregate number of Shares so issued or, in the case of securities convertible into Shares or rights to acquire or subscribe for Shares, the maximum number (assuming no adjustment of such rights) of Shares issuable upon full conversion of such securities or the exercise in full of such rights.*

For the purpose of this By-Law 14.1(h):

(i) "**Total Effective Consideration**" shall be determined by the Board with the concurrence of the external auditors for the time being of the Company or an Adviser and shall be:

(aa) in the case of the issue of Shares, the aggregate consideration receivable by the Company on payment in full for such Shares; or

(bb) in the case of the issue by the Company of securities wholly or partly convertible into Shares, the aggregate consideration receivable by the Company on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by the Company upon full conversion of such securities (if any); or

(cc) in the case of the issue by the Company of securities with rights to acquire or subscribe for Shares, the aggregate consideration attributable to the issue of such rights together with the total amount receivable by the Company upon full exercise of such rights, in each case without any deduction of commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and where relevant, total effective consideration per Share shall be the Total Effective Consideration divided by the number of Shares issued as aforesaid or, in the case of securities convertible into Shares or securities with rights to acquire or subscribe for Shares, by the maximum number of Shares issuable on full conversion of such securities or on exercise in full of such rights; and

(ii) the "**Average Price**" of a Share shall be the average market price of one (1) Share as derived from the last traded prices or average transacted prices for one (1) or more board lots of Shares as quoted on Bursa Securities on the Market Days comprised in the period used as a basis upon which the issue price of such Shares is determined.

Each of such adjustment will be calculated (if appropriate, retroactively) from the close of business on Bursa Securities on the Market Day immediately following the date on which the issue is announced, or (failing any such announcement) on the Market Day immediately following the date on which the Company determines the offer price of such Shares. Each of such adjustment will be effective (if appropriate, retroactively) from the commencement of the Market Day immediately following the date of the completion of the above transaction.

14.2 Any adjustment so determined by the LTIP Committee pursuant to this By-Law 14 and confirmed in writing by the external auditors for the time being of the Company or an Adviser shall be final and binding on all unexercised or partially exercised ESOS Options and SGS Awards, PROVIDED ALWAYS THAT:

(a) any adjustment to the Option Price shall be rounded up to the nearest one (1) Sen; and

(b) any fraction of a Share arising from the adjustment pursuant to this By-Law 14.1 would otherwise be required to be issued, the LTIP Participant's entitlement shall be rounded down to the nearest whole number.

14.3 The Company, shall at the request of an LTIP Participant, furnish such LTIP Participant with a copy of the certificate or confirmation from the external auditors for the time being of the Company or an Adviser to the effect that the opinion of such external auditors or Adviser, who shall act as an expert and not an arbitrator, an adjustment is fair and reasonable either generally or as regard such LTIP Participant, and such certification or confirmation shall be final and binding on all parties.

14.4 For the avoidance of doubt, any adjustment to the Option Price and/or the number of Shares comprised in an ESOS Option or a SGS Award, so far as unexercised arising from bonus issue, subdivision or consolidation of shares, need not be confirmed in writing by the external auditors for the time being of the Company or an Adviser.

14.5 No adjustments shall be made to the Option Price and/or the number of Shares comprised in the ESOS Options or a SGS Awards or any portion thereof that is unexercised when the alteration in the capital structure of the Company arises from:

(a) an issue of Shares upon the exercise of ESOS Options pursuant to the Scheme;

(b) an issue of new Shares arising from the exercise of any conversions rights attached to securities convertible to new Shares or upon exercise of any other rights including warrants (if any) issued by the Company;

(c) an issue of securities as consideration or part consideration for an acquisition of securities, assets or business by the Group;

(d) private placement or restricted issue of new Shares by the Company;

(e) an issue of securities as a special issue of new Shares to Bumiputera parties or investors approved by the Ministry of Investment, Trade and Industry, Malaysia and/or other relevant governmental authorities to comply with the government policy on Bumiputera capital participation;

(f) a purchase by the Company of its own Shares and the cancellation of all or a portion of such Shares pursuant to the relevant provisions of the Act;

(g) an issue by the Company of Shares or of securities convertible into Shares or securities with rights to acquire or subscribe for Shares to its officers, including directors, or employees of the Company or any of its subsidiaries pursuant to purchase or option schemes approved by the shareholders in general meeting; or

(h) any issue of Shares by the Company (other than bonus and rights issue) pursuant to a share dividend and/or share dividend reinvestment scheme undertaken in accordance with the Listing Requirements or for any purpose whatsoever.

14.6 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Subdivision 2 of Division 7 of the Act, By-Law 14.1 shall be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 14.1 is applicable, but By-Law 14.1 shall not be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 14.5 is applicable.

14.7 Notwithstanding the provisions referred to in these By-Laws, the LTIP Committee may exercise its sole and absolute discretion to determine whether any adjustment to the Option Price and/or the number of Shares comprised in the ESOS Options or SGS Awards so far as unexercised should not be made or should be calculated on a different basis or date or should take effect on a different date or that such adjustments be made to the Option Price and/or the number of Shares comprised in the ESOS Options or SGS Awards so far as unexercised, notwithstanding that no such adjustment formula has been explicitly set out in these By-Laws.

15. LISTING OF AND QUOTATION FOR THE NEW SHARES TO BE ISSUED ARISING FROM THE EXERCISE OF ESOS OPTIONS

15.1 An application will be made to Bursa Securities for the listing of and quotation for the new Shares to be issued pursuant to the exercise of the ESOS Options on the ACE Market of Bursa Securities.

15.2 The Company, the Board and the LTIP Committee shall not under any circumstances be held liable for any costs, losses and damages whatsoever and however relating to the delay on the part of the Company in allotting and issuing the new Shares or in procuring Bursa Securities to list the new Shares for which the ESOS Participants are entitled to subscribe.

16. ADMINISTRATION OF THE SCHEME

16.1 The Scheme shall be administered by the LTIP Committee consisting of such persons appointed by the Board from time to time. The Board shall have the sole and absolute discretion as it deems fit from time to time to approve, rescind and/or revoke the appointment of any person in the LTIP Committee and appoint replacement members to the LTIP Committee. The LTIP Committee shall be vested with such powers and duties as are conferred upon it by the Board.

DRAFT BY-LAWS OF THE PROPOSED LTIP (CONT'D)

16.2 The LTIP Committee may for the purpose of administering the Scheme do all acts and things, cause the Company to enter into any transaction, agreement, deed, document or arrangement, make rules, regulations or impose terms and conditions or delegate part of its powers relating to the Scheme, which the LTIP Committee may in its sole and absolute discretion consider to be necessary or desirable to give full effect to the Scheme and generally exercise such powers and perform such acts as are deemed necessary or expedient to promote the best interest of the Company, including but not limited to the powers to:

(a) subject to the provisions of these By-Laws, construe and interpret the Scheme and LTIP Award(s) granted under it, to define the terms therein and to recommend to the Board to establish, amend, revoke rules and regulations relating to the Scheme and its administration. In exercising such powers, the LTIP Committee may correct any defect, supply any omission or reconcile any inconsistency in the Scheme or in any agreement providing for the LTIP Award(s) in a manner and to the extent it shall deem necessary to expedite and make the Scheme fully effective; and

(b) determine all questions of policy and expediency that may arise in the administration of the Scheme and generally exercise such powers and perform such acts as are deemed necessary and/or expedient to promote the best interests of the Company.

16.3 In implementing the Scheme but subject to the Act, Listing Requirements, Constitution and the applicable laws and regulations, the LTIP Committee may, in its sole and absolute discretion, decide that the LTIP Awards be satisfied by any of the following methods:

(a) ESOS, by way of allotment and issuance of new Shares arising from the exercise of ESOS Options;

(b) SGS, by way of:

(i) acquisition and/or transfer of existing Shares from the open market of Bursa Securities;

(ii) acquisition and/or transfer of the treasury shares held by the Company, if any;

(c) payment of cash in lieu of (a) and (b) above;

(d) any other methods as may be permitted by the Act, Listing Requirements or other applicable laws or regulations, as amended from time to time and any re-enactment thereof; or

(e) a combination of any of the above.

16.4 In respect of By-Law 16.3(c), the cash amount to be paid in lieu of Shares shall be calculated as follows:

(a) in respect of an ESOS Option, the aggregate market value of the Shares to be delivered in respect of the ESOS Option so exercised, less the aggregate Option Price of such ESOS Option so exercised ("**Differential Amount**"). If the Differential Amount is negative, no amount shall be payable by the Company. For the avoidance of doubt, where the Option Price has been paid to the Company for the exercise of the relevant ESOS Option, such Option Price shall be refunded to the ESOS Participant exercising such ESOS Option; and

(b) in respect of a SGS Award, the aggregate market value of the Shares to be delivered to the SGS Participant.

In this context, the term "**market value**" refers to the volume weighted average market price of the Shares for such period preceding or following such date as the Board shall at its absolute discretion determine.

In determining the mode of satisfaction set out above, the LTIP Committee will take into consideration, amongst others, factors such as the prevailing market price of the Shares, funding requirements of the Group, future returns and the potential cost arising from the granting and vesting of the LTIP Awards as well as any applicable laws, regulatory requirements and/or administrative constraints, whichever relevant.

16.5 Any decision or determination of the LTIP Committee made pursuant to the provisions of the Scheme (other than a matter to be certified and/or approved by the external auditors or Adviser of the Company) shall be final, binding and conclusive (including for the avoidance of doubt, any decision pertaining to any dispute as to the interpretation of the Scheme or any rule, regulation or procedure hereunder or as to any rights under the Scheme). The LTIP Committee shall not be required to furnish any reason for any decision or determination made by it except as may be required by the relevant authorities.

17. AMENDMENTS AND/OR MODIFICATIONS TO THE SCHEME

17.1 Subject to these By-Laws and compliance with the Listing Requirements and any other relevant rules and regulations, the LTIP Committee may at any time and from time to time recommend to the Board any additions, modifications or amendments to and/or deletions of these By-Laws as it shall in its sole and absolute discretion thinks fit, and the Board shall have the power at any time and from time to time by resolution to add to, amend, modify and/or delete all or any part of these By-Laws upon such recommendation, PROVIDED ALWAYS THAT no such addition, amendment or modification and/or deletion shall be made which would either:

(a) materially prejudice the rights then accrued to any LTIP Participants without his / her prior consent; or

(b) alter to the advantage of any LTIP Participants without the prior approval of the shareholders in a general meeting.

17.2 The approval of the shareholders of the Company in general meeting shall not be required in respect of additions, modifications or amendments to or deletions of these By-Laws, save and except if such additions, modifications or amendments to or deletions would:

(a) materially prejudice any rights which would have accrued to any LTIP Participants without his / her prior consent;

(b) increase the number of new Shares beyond the maximum number of Shares available under the Scheme; or

(c) alter any matters which are required to be contained in these By-Laws by virtue of the Listing Requirements to the advantage of any Eligible Person, group of Eligible Persons or all the Eligible Persons.

17.3 Subject to the compliance with the Listing Requirements and any other relevant rules and regulations, the prior approval of Bursa Securities and/or any other relevant authorities is not required for any subsequent amendment or modification to these By-Laws. However, a letter of compliance together with the amended By-Laws shall be submitted to Bursa Securities within five (5) Market Days after the effective date of the amendments in the manner prescribed by the Listing Requirements, each time an amendment or modification is made, stating that the amendment or modification is in compliance with the provisions of the Listing Requirements and the Rules of Bursa Depository as issued pursuant to the Securities Industry (Central Depositories) Act 1991.

17.4 Notwithstanding the provisions of By-Laws 17.1 and 17.2, for the purpose of complying with the provisions of the Listing Requirements, By-Laws 5.1, 6.1, 7.1, 7.7, 9, 10, 14.1, 19, 20.2, 37.1, 38.1, 42.1 and 43.1 shall not be amended or altered in any way whatsoever for the advantage of the participants of the Scheme without the prior approval of shareholders in general meeting, unless such amendment or alteration is otherwise allowed by the provisions of the Listing Requirements.

17.5 For the purposes of By-Laws 17.1(a) and 17.2(a), the opinion of the Board as to whether any addition, amendment, modification or deletion would materially prejudice the rights then accrued to any LTIP Participants shall be final, binding and conclusive.

18. TERMINATION OF ESOS OPTIONS AND/OR SGS AWARDS

18.1 Upon occurrence of one (1) or more of the following events prior to the full vesting and exercise of any ESOS Option and/or full vesting and transfer of any SGS Award, as the case may be, such ESOS Option and/or SGS Award, or the balance thereof, that has yet to be vested, allotted, transferred or exercised, as the case may be, shall forthwith cease to be valid without any claim against the Company, the Board and the LTIP Committee:

(a) resignation, retirement, removal, expiry, termination or cessation of employment or appointment of an LTIP Participant, for any reason whatsoever;

(b) bankruptcy of an LTIP Participant; or

(c) any other circumstances prescribed by the LTIP Committee from time to time.

18.2 Notwithstanding By-Law 18.1 above, in the event of any of the following circumstances:

(a) retirement upon or after attaining normal retirement age under the Group's retirement policy;

(b) retirement before attaining the normal retirement age with the consent of his / her employer being a company within the Group;

(c) resignation or termination of the employment of the LTIP Participant by reason of ill-health, injury or physical or mental disability;

(d) retrenchment or redundancy, pursuant to the acceptance by the LTIP Participant of a voluntary separation scheme offered by the Company or any company within the Group;

(e) resignation, retirement or removal of a director, for any reason whatsoever, save where such resignation, retirement or removal was due to the breach of duty, gross negligence or wilful misconduct of such director;

(f) expiration of the employment contract or appointment of the LTIP Participant; or

(g) any other circumstances as may be deemed as acceptable to the LTIP Committee, the LTIP Participant may apply in writing to the LTIP Committee in which the LTIP Committee may, at its absolute discretion by notice in writing, stipulate the times or period at or within which such SGS Awards and/or ESOS Options shall vest, whether all or in part (PROVIDED ALWAYS THAT that no Shares and/or ESOS Options shall vest after the expiry of the LTIP Period) or permit such vested but unexercised ESOS Option(s) to remain exercisable during the LTIP Period, whether all or in part, subject to such terms and conditions as may be prescribed notwithstanding that:

(i) the LTIP Period has not commenced; and/or

(ii) other terms and conditions set out in the LTIP Award have not been fulfilled or satisfied.

Any unexercised ESOS Option and/or SGS Award that has yet to be allotted/transferred shall forthwith lapse and/or be deemed to be cancelled and/or cease to be exercisable after expiry of the period as determined by the LTIP Committee, without any liability to or right to claim against the Company, the Board and the LTIP Committee.

18.3 All ESOS Options and/or SGS Awards which the LTIP Committee permits to be exercisable or vested pursuant to By-Law 18.2 shall automatically lapse and shall become null and void to the extent unexercised or unvested by the date prescribed by the LTIP Committee, notwithstanding that the LTIP Period has not commenced or has not expired.

18.4 In the event that an LTIP Participant is subject to disciplinary proceedings (whether or not such disciplinary proceedings will give rise to a dismissal or termination of service of such LTIP Participant), the LTIP Committee shall have the right, in its sole and absolute discretion, to suspend the LTIP Participant's ESOS Options and/or SGS Awards pending the outcome of such disciplinary proceedings. The LTIP Committee may impose such terms and conditions as the LTIP Committee shall deem appropriate on the LTIP Participant's right to his / her ESOS Options and/or SGS Awards, having regard to the nature of the charges made or brought against the LTIP Participant, PROVIDED ALWAYS THAT:

(a) in the event such LTIP Participant shall subsequently be found not guilty of the charge which gave rise to such disciplinary proceedings, the LTIP Committee shall reinstate the right of such LTIP Participant to the LTIP Participant's ESOS Options and/or SGS Awards, as if such disciplinary proceeding had not been instituted in the first place;

(b) in the event such LTIP Participant is found guilty of the charge and the same results in the dismissal or termination of service of such LTIP Participant, the ESOS Options and/or SGS Awards shall, immediately upon pronouncement of the dismissal or termination of service of such LTIP Participant, automatically lapse without notice and thereafter shall be null and void and be of no effect notwithstanding that such dismissal or termination of service may be subsequently challenged or disputed by the LTIP Participant in any other forum;

(c) in the event such LTIP Participant is found guilty but no dismissal or termination of service is recommended, the LTIP Committee shall have the right to determine in its sole and absolute discretion whether or not the LTIP Participant may continue to exercise or be entitled to his / her right to the ESOS Options and/or SGS Awards, or any part thereof and if so, to impose such terms and conditions as it deems appropriate, for the exercise thereof; or

(d) in the event that no decision is made and/or disciplinary proceedings are not concluded prior to the Date of Expiry, the ESOS Options and/or SGS Awards of such LTIP Participant shall immediately lapse on the Date of Expiry without notice,

and nothing herein shall impose any obligation on the LTIP Committee to enquire into or investigate the validity of such disciplinary proceeding(s) and the LTIP Committee shall not under any circumstances be held liable for any costs, losses, expenses, damages or liabilities, gains or profits foregone, arising from the LTIP Committee's exercise of or failure to exercise any of its rights under these By-Laws.

18.5 In the event where an LTIP Participant dies before the expiration of the LTIP Period and held outstanding LTIP Award(s), at the time of his / her death, such outstanding LTIP Award(s) may be exercised by or vested to the legal or personal representative(s) of the LTIP Participant after the date of his / her death, PROVIDED ALWAYS THAT:

(a) unless otherwise approved by the LTIP Committee, such exercise shall be no later than three (3) months thereafter;

(b) such exercise shall always be subject to any restriction in the Award Letter; and

(c) no LTIP Award(s) shall be valid after the Date of Expiry.

All outstanding LTIP Award of such LTIP Participant shall become null and void after the expiry of the three (3) months (or such other period as may be otherwise approved by the LTIP Committee) or upon the Date of Expiry, whichever is earlier.

18.6 In the event that bankruptcy proceedings have commenced against an LTIP Participant, any outstanding LTIP Award shall be suspended pending the outcome of such proceedings. If the bankruptcy proceedings are withdrawn, the suspension shall be lifted and any outstanding LTIP Award shall be capable to be exercised and/or vested. However, the outstanding LTIP Award shall immediately lapse and be of no further force or effect upon the LTIP Participant being adjudicated a bankrupt.

18.7 Any LTIP Award that has lapsed and become null and void pursuant to this By-Law 18 may be re-allocated to other Eligible Persons in the sole and absolute discretion of the LTIP Committee.

18.8 The LTIP Committee may, in its sole and absolute discretion, change or waive any of the requirements and/or timing as set out in this By-Law 18.

19. LIQUIDATION OR WINDING-UP OF THE COMPANY

In the event that any order is made or resolution is passed for the liquidation or winding-up of the Company, all outstanding LTIP Awards shall automatically lapse and shall be null and void and have no further effect, in which event the outstanding LTIP Awards shall be automatically terminated on the following date:

(a) in the case of a voluntary winding-up, the date on which a provisional liquidator is appointed by the Company; or

(b) in the case of an involuntary winding-up, the date on which a petition for winding-up is served on the Company.

20. DURATION OF THE SCHEME

20.1 The effective date for the implementation of the Scheme ("**Effective Date**") shall be the date of full compliance with all relevant requirements of the Listing Requirements, including the following:

(a) submission of the final copy of the By-Laws to Bursa Securities together with a letter of compliance and a checklist showing compliance with the relevant requirements as may be prescribed by Bursa Securities (and/or such other documents as may be determined by Bursa Securities from time to time);

(b) receipt of approval-in-principle from Bursa Securities for the listing of and quotation for the new Shares to be issued under the Scheme;

(c) procurement of shareholders' approval for the Scheme in a general meeting of the Company;

(d) receipt of approval of any other relevant regulatory authorities, where applicable; and

(e) fulfilment or waiver (as the case may be) of all conditions attached to any of the abovementioned approvals (if any).

20.2 The Scheme shall be in force for a period of five (5) years from the Effective Date. On or before the expiry of the above initial five (5)-year period, the Scheme may be extended for a further period of up to five (5) years, in the sole and absolute discretion of the Board upon the recommendation of the LTIP Committee and without having to obtain approval from the shareholders of the Company, PROVIDED ALWAYS THAT the initial period and such extension of the Scheme shall not in aggregate exceed a duration of ten (10) years (or such other period as may be prescribed by Bursa Securities in compliance with the Listing Requirements or any other relevant authorities) from the Effective Date.

20.3 The Adviser shall submit a confirmation letter to Bursa Securities of full compliance with the relevant requirements of the Listing Requirements stating the effective date of implementation of the Scheme together with a certified true copy of a resolution passed by the shareholders of the Company in the general meeting approving the Scheme. The confirmation letter shall be submitted to Bursa Securities no later than five (5) Market Days after the Effective Date.

20.4 Any extension of the Scheme under this provision shall be implemented in accordance with the terms of these By-Laws, subject however to any revisions and/or changes to the relevant laws and/or regulations then in force. For the avoidance of doubt, no further sanction, approval or authorisation of the Company's shareholders in a general meeting is required for any such extension. In the event the Scheme is extended in accordance with the provision of these By-Laws, the LTIP Committee shall furnish a written notification to all LTIP Participants and the Company shall make the necessary announcements to Bursa Securities within thirty (30) days prior to the expiry of the initial five (5)-year period.

21. TERMINATION OF THE SCHEME

21.1 Subject to compliance with the requirements of Bursa Securities and any other relevant regulatory authorities' requirements, guidelines or directives, the Scheme may be terminated by the Company at any time before its expiry at the recommendation by the LTIP Committee without obtaining the approvals or consents by way of a resolution in a general meeting from its shareholders and written consent from the LTIP Participant(s). Notwithstanding that, the Company shall immediately make an announcement of any decision to terminate the Scheme to Bursa Securities before the expiry of the Scheme and the announcement shall include:

(a) the Termination Date;

(b) the number of ESOS Options exercised pursuant to the ESOS and/or number of Shares vested pursuant to the SGS; and

(c) the reasons for termination of the Scheme.

21.2 In the event of termination as stipulated by By-Law 21.1 above or expiry of the Scheme, the following provisions shall apply:

(a) no further LTIP Award(s) shall be made by the LTIP Committee from the Termination Date;

(b) all LTIP Award(s) which have yet to be accepted by Eligible Persons shall automatically lapse on the Termination Date; and

(c) all LTIP Award(s) which have yet to be vested or exercised (as the case may be and whether fully or partially) shall automatically lapse on the Termination Date and become null and void.

22. DISPUTES / DIFFERENCES

22.1 In the event of any dispute or difference arising between the LTIP Committee and an Eligible Person or LTIP Participant, as the case may be, as to any matter of any nature arising under the Scheme, the LTIP Committee shall determine such dispute or difference by a written decision (without any obligation to give any reason thereof) given to the Eligible Person or LTIP Participant, as the case may be, PROVIDED ALWAYS THAT where the dispute is raised by a member of the LTIP Committee, the said member shall abstain from voting in respect of the decision of the LTIP Committee in that instance. The said decision shall be final and binding on the parties unless the Eligible Person or LTIP Participant, as the case may be, within fourteen (14) days of the receipt thereof by written notice to the LTIP Committee (or such other period as may be determined by the LTIP Committee), disputes the same in which case such dispute or difference shall be referred to the decision of the Board, whose decision shall be final and binding in all respects. Notwithstanding anything herein to the contrary, any costs and expenses incurred in relation to any dispute or difference or appeal brought by any party to the LTIP Committee shall be borne by such party.

22.2 Notwithstanding By-Law 22.1 above, matters concerning adjustments made pursuant to By-Law 14 shall be referred to the external auditors for the time being of the Company or an Adviser, acting as an expert and not as an arbitrator, whose decision shall be final and binding in all respects.

23. COSTS AND EXPENSES

23.1 Save as otherwise provided for in the Scheme and the Constitution, all fees, costs and expenses incurred in relation to the Scheme including but not limited to the fees, costs and expenses relating to the granting, vesting, allotment and issue and/or transfer of Shares pursuant to the exercise or vesting of any ESOS Option or SGS Award shall be borne by the Company.

23.2 All taxes (including income tax), if any, arising from the LTIP Award granted and/or from the acceptance and vesting of the Shares pursuant to the SGS Award(s) and/or the exercise of any ESOS Option under the Scheme shall be borne by the LTIP Participants.

23.3 Notwithstanding the above, the LTIP Participants shall bear all fees, costs and expenses incurred in connection with their acceptance of the LTIP Awards under the Scheme, the exercise of the ESOS Options, the opening and maintaining of their respective CDS Accounts and the sale of the Shares in the market, including brokerage commissions and stamp duties.

24. TRANSFER TO OR FROM THE GROUP

In the event that:

(a) an employee or a director who was employed in a company which is related to the Company pursuant to Section 7 of the Act (that is to say, a company which does not fall within the definition of the "**Group**") is subsequently transferred from such company to any company within the Group; or

(b) an employee or a director who was in the employment of a company which subsequently becomes a member of the Group a result of a restructuring or acquisition exercise or otherwise involving the Company and/or any company within the Group with any of the first mentioned company stated in (a) above,

(the first mentioned company in (a) and (b) above is herein referred to as the "**Previous Company**"), such an employee of the Previous Company will be eligible to participate in the Scheme for the remaining LTIP Period, if the affected employee becomes and is an Eligible Person within the meaning under these By-Laws.

For the avoidance of doubt, in the event of any acquisition or incorporation of any company into the Group pursuant to (b) above as a subsidiary as defined in Section 4 of the Act or any other statutory regulation in place thereof during the Duration of the Scheme, the Scheme shall apply to the employees of such company on the date such company becomes a subsidiary of the Company (PROVIDED ALWAYS THAT such subsidiary is not dormant) falling within the meaning of the expression of Eligible Person in By-Law 1 and the provisions of these By-Laws shall apply.

25. DIVESTMENT FROM THE GROUP

25.1 If an LTIP Participant who was in the employment of a company in the Group which was subsequently divested from the Group resulting in that company ceasing to be a subsidiary of the Company, then such LTIP Participant:

(a) shall cease to be capable of being vested any unvested LTIP Awards awarded to him / her under the Scheme, unless otherwise determined by the LTIP Committee;

(b) will not be entitled to exercise any unexercised ESOS Options unless the LTIP Committee at its discretion permit such exercise of the unexercised vested ESOS Option or the vesting of the unvested SGS Awards, including its allocation thereof. For the avoidance of doubt, save and except to the extent permitted by the LTIP Committee, all existing LTIP Awards shall automatically lapse and be null and void and of no further force and effect; and

(c) shall not be eligible to participate for further LTIP Awards under the Scheme.

25.2 In the event that the LTIP Participant is transferred from the Group to any associated companies of the Group (which definition shall be that which is adopted by the Malaysian Accounting Standard Board) or to any related companies (as defined in Section 7 of the Act) of the Company which have an existing employee share scheme, share grant scheme or share issuance scheme in which the LTIP Participant will be entitled to participate, unless approved by the LTIP Committee in writing, any unexercised ESOS Options or unvested SGS Awards on the date of transfer shall be null and void and be of no effect.

25.3 If the associated company does not have an existing employee share scheme, share grant scheme or share issuance scheme in which the LTIP Participant will be entitled to participate, the LTIP Committee shall have the sole and absolute discretion to determine whether the unexercised ESOS Options or unvested SGS Awards by the LTIP Participant shall be allowed and the relevant conditions, including but not limited to the period in which it is capable of being exercised and/or vested.

25.4 Any ESOS Option or SGS Award that has lapsed and become null and void pursuant to this By-Law 25, may, to the extent that it is then unexercised or unvested, be re-allocated to other Eligible Persons in the sole and absolute discretion of the LTIP Committee.

25.5 A company shall be deemed to be divested from the Group or disposed of from the Group in the event that the effective interest of the Company in such company is reduced from fifty per centum (50%) and above to less than fifty per centum (50%) so that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act.

26. SCHEME NOT A TERM OF EMPLOYMENT OR APPOINTMENT

The Scheme does not form part of nor constitute nor shall in any way be construed as a term or condition of employment or appointment of an Eligible Person. The Scheme shall not confer nor be construed to confer on an Eligible Person any special rights or privileges over the Eligible Person's terms and conditions of employment or appointment in the Group under which the Eligible Person is employed or appointed nor any rights additional to compensation or damages that the Eligible Person may be normally entitled to arising from the cessation of such employment or appointment.

27. NO COMPENSATION

27.1 No Eligible Person shall be entitled to any compensation for damages or otherwise arising from the termination of the LTIP Award(s) or the Scheme, or prospective right or benefit under the Scheme, pursuant to the provisions of these By-Laws.

27.2 Notwithstanding any provisions of these By-Laws:

(a) the Scheme shall not form part of any contract of employment or appointment between the Company or any company within the Group (whichever applicable) and any employee or director of the Group and the rights of any LTIP Participants under the terms of his / her office or employment with the Company or any company within the Group (whichever applicable) shall not be affected by his / her participation in the Scheme or afford such LTIP Participants any additional rights to compensation or damages in consequence of the termination of such office or employment for any reason;

(b) the Scheme shall not confer on any person any legal or equitable rights (other than those constituting the LTIP Awards) against the Company or any company within the Group, directly or indirectly, or give rise to any cause of action at law or in equity against the Company or the Group; and

(c) No LTIP Participants or his / her legal and personal representatives, as the case may be, shall bring any claim, action or proceedings against the Company, the Group, the Board, the Trustee or the LTIP Committee or any party for compensation, loss or damages whatsoever and howsoever arising from the suspension of his / her rights to exercise his / her LTIP Awards or his / her LTIP Awards ceasing to be valid pursuant to the provisions of these By-Laws.

28. CONSTITUTION

Notwithstanding the terms and conditions contained herein, if a situation of conflict should arise between the Scheme and the Constitution, the provisions of the Constitution shall at all times prevail to the extent permitted by the Listing Requirements and applicable laws.

29. SUBSEQUENT EMPLOYEE SHARE SCHEME, SHARE GRANT SCHEME OR SHARE ISSUANCE SCHEME

Subject to the approval of Bursa Securities and any other relevant authorities, the Company may implement more than one (1) employee share scheme, share grant scheme or share issuance scheme, PROVIDED ALWAYS THAT the aggregate number of Shares available under all the schemes implemented by the Company is not more than thirty per centum (30%) of the total number of issued Shares (excluding treasury shares, if any) at any point in time during the Duration of the Scheme or such other limit prescribed by any guideline, rule and/or regulation of the relevant authorities from time to time throughout the Duration of the Scheme.

30. DISCLAIMER OF LIABILITY

Notwithstanding any provisions contained herein and subject to the Act, the Company, the Group, the Board, the Trustee and the LTIP Committee shall not under any circumstances and in any event be held liable to any person for any costs, charges, losses, expenses, damages or liabilities whatsoever arising, including but not limited to any delay on the part of the Company in allotting and issuing the Shares or in procuring Bursa Securities to list the new Shares to be allotted and issued under the Scheme.

31. ERRORS AND OMISSIONS

If in consequence of an error or omission, the LTIP Committee discovers or determines that:

(a) an Eligible Person who was selected by the LTIP Committee has not been given the opportunity to participate in the Scheme on any occasion; or

(b) the number of Shares allotted and issued to any LTIP Participant pursuant to the Scheme on any occasion is found to be incorrect,

and such error or omission cannot be corrected within the relevant period specified in the Scheme, the LTIP Committee may do all such acts and things to rectify such error or omission, but not limited to, all acts and things to ensure that the Eligible Person is given the opportunity to participate in the Scheme and/or the aggregate number of Shares to which the LTIP Participant is correctly entitled to is credited into his / her CDS Account and/or to withdraw the LTIP Award given to the employee or director who was erroneously selected as an Eligible Person.

32. SEVERABILITY

If at any time any provision of these By-Laws is or becomes illegal, void or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remainder thereof, and any such illegality, voidness or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation or provision herein contained.

33. DECISION OF THE LTIP COMMITTEE

Any decision and/or determination made by the LTIP Committee under these By-Laws shall, in the absence of any manifest of error, be final and binding.

34. NOTICE

34.1 Any notice under the Scheme required to be given to or served upon the LTIP Committee by an Eligible Person or LTIP Participant or any correspondence to be made between an Eligible Person or LTIP Participant to the LTIP Committee shall be given or made in writing and sent to the registered office of the Company or such other office which the LTIP Committee may have stipulated for a particular purpose by hand (with acknowledgement of receipt) or registered letter.

34.2 Unless otherwise provided in these By-Laws, any notice which under the Scheme is required to be given to or served upon an Eligible Person or LTIP Participant or any correspondence to be made with an Eligible Person or LTIP Participant shall be deemed to be sufficiently given, served or made if it is given, served or made by hand, or registered letter addressed to the Eligible Person or LTIP Participant at the place of employment or at the last address known to the Company as being his / her correspondence address or by electronic mail. Any notice served by hand, electronic mail or post as aforesaid shall be deemed to have been received at the time when such notice if by hand is received and duly acknowledged, if by electronic mail, such notice shall be deemed to have been received by the recipient on the next day immediately following the day on which the electronic mail is sent and if by registered letter would be in the ordinary course of post be delivered.

34.3 Notwithstanding By-Law 34.2, where any notice is required to be given by the Company or the LTIP Committee under these By-Laws in relation to matters which may affect all the Eligible Persons or LTIP Participant, as the case may be, the Company or LTIP Committee may give through an announcement to all employees of the Group to be made in such manner deemed appropriate by the LTIP Committee. Upon the making of such an announcement, the notice to be made under By-Law 34.2 shall be deemed to be sufficiently given, served or made to all affected Eligible Persons or LTIP Participants, as the case may be.

35. GOVERNING LAW

35.1 The Scheme shall be governed by and construed in accordance with the laws of Malaysia. The Eligible Person, by accepting the LTIP Award, irrevocably submits to the exclusive jurisdiction of the courts in Malaysia.

35.2 Any proceeding or action shall be instituted or taken in Malaysia and the Eligible Person irrevocably and unconditionally waives any objection on the ground of venue or forum non-convenience or any other grounds.

35.3 In order to facilitate the making of any LTIP Award under the Scheme, the Board or LTIP Committee may provide for such special terms to the Eligible Person(s) who are employed by any company within the Group who are nationals of any particular jurisdiction, that is out of Malaysia, as the Board or LTIP Committee may consider necessary or appropriate for the purposes of complying with differences in local law, tax, policy or custom of that jurisdiction. The Board or LTIP Committee may further approve such supplements to or amendments, restatements or alternative versions of the Scheme as it may consider necessary or appropriate for such purposes without affecting the terms of the Scheme as in effect for any other purpose, and the appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as the Scheme. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of the Scheme, as then in effect, unless the Scheme has been amended to eliminate such inconsistency. Notwithstanding the above, any LTIP Award made to such Eligible Person(s) pursuant to the Scheme shall be valid strictly in Malaysia only, unless specifically mentioned otherwise by the LTIP Committee in the LTIP Award.

35.4 No action has been or will be taken by the Company to make an LTIP Award valid in any country or jurisdiction other than Malaysia or to ensure compliance of the LTIP Award with all applicable laws and regulations in any other country or jurisdiction other than Malaysia. No action has or will be taken by the Company to ensure compliance by the Eligible Person to whom an LTIP Award is made, with all applicable laws and regulations in such other country or jurisdiction in which the Eligible Person accepts the LTIP Award.

35.5 Any Eligible Person to whom an LTIP Award is made is required to ensure that they comply with all applicable laws and regulations in each country or jurisdiction in or from which they accept the LTIP Award and/or be vested the Shares under the LTIP Award. By their acceptance of the LTIP Award, each Eligible Person has represented, warranted and agreed that they have and will continue to observe all applicable laws and regulations in the jurisdiction in which they accept the LTIP Award and/or be vested the Shares under the LTIP Award.

PART C – ESOS

36. AWARD OF ESOS OPTIONS

36.1 (a) Upon implementation of the Scheme, the LTIP Committee may in its sole and absolute discretion at any time as it shall deem fit during the Duration of the Scheme make one (1) or more ESOS Award(s) to any Eligible Person, based on the criteria of allotment set out in By-Law 7, to subscribe for new Shares in accordance with the terms of the Scheme.

(b) Notwithstanding By-Law 36.1(a) above, where it involves a grant of ESOS Options to Eligible Persons who are members of the LTIP Committee, such grant of ESOS Options shall be decided by the Board based on the criteria of allotment set out in By-Law 6.

36.2 In the event the LTIP Committee decides to stagger the granting of the ESOS Options during the Duration of the Scheme, the number of ESOS Options to be offered in each ESOS Award shall be decided by the LTIP Committee in its sole and absolute discretion and each ESOS Award shall be separate and independent from the others.

36.3 The actual number of ESOS Options which may be offered to an Eligible Person shall be in the sole and absolute discretion of the LTIP Committee and the number of new Shares so offered shall not be less than one hundred (100) Shares nor more than the Maximum Allowable Allotment of such Eligible Person and shall be in multiples of one hundred (100) Shares or such number of Shares constituting one (1) board lot as permitted to be traded on Bursa Securities by the Listing Requirements and/or applicable laws.

36.4 Subject to By-Law 5, nothing herein shall prevent the LTIP Committee from making more than one (1) ESOS Award to an Eligible Person at any point in time after the first (1^{st}) ESOS Award, PROVIDED ALWAYS THAT the total aggregate number of new Shares to be offered to the Eligible Person (inclusive of Shares already offered under previous ESOS Awards, if any) shall not exceed the Maximum Allowable Allotment.

36.5 Notwithstanding anything set out in these By-Laws and subject always to the Listing Requirements, no ESOS Awards may be granted to the Interested Parties and Persons Connected with the Interested Parties, unless the entitlement of such person under the Scheme has been approved by the shareholders of the Company in a general meeting and provided that such Interested Parties and Persons Connected with them shall not vote on the resolution approving his / her allocation.

36.6 The LTIP Committee will, in its Award Letter to an Eligible Person state, *inter alia*, the:

(a) ESOS Award Date;

(b) number of ESOS Options that are being offered to the Eligible Person;

(c) number of Shares that can be subscribed under the ESOS Award;

(d) Vesting Conditions (if applicable);

(e) vesting period (if applicable);

(f) Exercise Period;

(g) Option Price;

(h) closing date for acceptance of the ESOS Award;

(i) manner and conditions of exercise of the ESOS Options; and

(j) any other terms and conditions deemed necessary by the LTIP Committee.

36.7 The ESOS Award shall automatically lapse and be null and void in the event of death of the Eligible Person or the Eligible Person ceases to be a director or employed by the Group for any reason whatsoever prior to the acceptance of the ESOS Award by the Eligible Person in the manner set out in By-Law 37.

36.8 Any ESOS Award made by the LTIP Committee shall be in writing and such ESOS Award is personal to the Eligible Person to whom the ESOS Award is made, and is non-assignable, non-transferable, non-chargeable and non-disposable in any manner whatsoever.

36.9 The Company shall keep and maintain at its expense a register of ESOS Participants as required under Section 129 of the Act and shall enter the following in that register:

(a) names of the ESOS Participants;

(b) addresses of the ESOS Participants;

(c) Maximum Allowable Allotment;

(d) number of ESOS Options offered;

(e) number of ESOS Options accepted;

(f) number of ESOS Options exercised;

(g) ESOS Award Date;

(h) Option Price;

(i) Exercise Period; and

(j) any other terms and conditions deemed necessary by the LTIP Committee.

36.10 In the event the Award Letter contains an error on the part of the Company in stating any of the particulars referred to in By-Law 36.6 above, the Company shall issue a revised Award Letter, stating the correct particulars of the ESOS Award within thirty (30) days of discovering such error (or such other period as may be determined by the LTIP Committee) and the revised particulars of the LTIP Award shall take effect on the date of the revised Award Letter, except for ESOS Options which have already been exercised as at the date of the revised Award Letter.

36.11 The Company shall, on the ESOS Award Date, announce the following to Bursa Securities:

(a) ESOS Award Date;

(b) Option Price;

(c) number of ESOS Options offered;

(d) market price of the Shares on the Date of Award;

(e) number of ESOS Options offered to each Eligible Director, if any; and

(f) vesting period of the ESOS Options offered, if any.

37. ACCEPTANCE OF THE AWARD

37.1 An ESOS Award made by the LTIP Committee pursuant to By-Law 36 shall be valid for a period of fourteen (14) days from the ESOS Award Date or such longer period as may be determined or extended by the LTIP Committee on a case-to-case basis in its sole and absolute discretion. Subject to By-Law 37.2 below, an Eligible Person to whom the ESOS Award is made may accept the ESOS Award within this prescribed period by written notice to the LTIP Committee in the form prescribed by the LTIP Committee. The written notice shall be accompanied by a payment to the Company of a nominal non-refundable sum of **Ringgit Malaysia One (RM1.00)** only as consideration for the grant of the ESOS Options, regardless of the number of ESOS Options comprised therein. The date of receipt by the LTIP Committee of such written notice shall constitute the date of acceptance.

37.2 If an ESOS Award is not accepted in the manner set out in By-Law 37.1, such ESOS Award shall upon the expiry of the said prescribed period, automatically lapse and be null and void and be of no further force and effect.

37.3 ESOS Options that have lapsed and become null and void pursuant to this By-Law 37 may be re-allocated to the other Eligible Persons in the sole and absolute discretion of the LTIP Committee.

38. OPTION PRICE

38.1 Subject to any adjustment made in accordance with these By-Laws and pursuant to the Listing Requirements, the Option Price shall be based on the five (5)-day volume weighted average market price of the Shares immediately preceding the date of the ESOS Award Date, with a discount of not more than ten per centum (10%) (or such other percentage of discount as may be permitted by Bursa Securities or any other relevant authorities from time to time during the Duration of the Scheme), as determined by the Board upon recommendation of the LTIP Committee.

38.2 The Option Price as determined by the Board shall be conclusive and binding on the ESOS Participants, subject to any adjustments that may be made in accordance with these By-Laws.

39. VESTING CONDITIONS

39.1 Subject always to By-Laws 6, 20 and 39.2, the ESOS Option(s) or such part thereof will only vest to the ESOS Participant on the vesting date(s) if:

(a) the ESOS Participant remains in employment by or appointment within the Group as at the vesting date; and

(b) the other Vesting Conditions (if any) are fully and duly satisfied.

39.2 The LTIP Committee shall have the discretion to determine whether any Vesting Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the LTIP Committee shall have the right to make reference to (among others) the audited results of the Group, to take into account such factors as the LTIP Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, to amend any Vesting Conditions if the LTIP Committee decides that a changed performance target would be a fairer measure of performance.

39.3 Where the LTIP Committee has made the determination that the Vesting Conditions and all other stipulated conditions have been fulfilled (whether fully or partially) pursuant to the ESOS Option, the LTIP Committee shall notify the ESOS Participant of the number of ESOS Options vested and the vesting date of such ESOS Option. No ESOS Participant shall have any right to exercise any ESOS Options granted to the ESOS Participant until the ESOS Options are vested on the ESOS Participant pursuant to these By-Laws. The decision and/or determination of the LTIP Committee on the vesting of the ESOS Option on the ESOS Participant pursuant to these By-Laws shall be final and conclusive.

39.4 Unless otherwise determined by the LTIP Committee, if the Vesting Conditions are not fulfilled in accordance with the period as set out in the Award Letter, that ESOS Option(s) shall automatically lapse and become null and void and have no further effect.

40. EXERCISE OF ESOS OPTIONS

40.1 Subject to By-Law 21, an ESOS Option granted to an ESOS Participant under the Scheme is exercisable only by that ESOS Participant (in accordance with the terms set out in the Award Letter) while the ESOS Participant is in the employment by or appointment within the Group and within the Exercise Period.

40.2 Subject to any adjustment in accordance with By-Law 14, the LTIP Committee may, at any time and from time to time before or after an ESOS Option is granted pursuant to By-Law 36, limit the exercise of the ESOS Options to a maximum number of new Shares and/or such percentage of the total new Shares relevant to the ESOS Options during such periods (as determined by the LTIP Committee) within the Exercise Period and impose any other terms and conditions deemed appropriate by the LTIP Committee in its sole and absolute discretion, including the additions, modifications, amendments or deletions of any terms and conditions imposed earlier, subject always to the provisions of By-Law 17.

40.3 All ESOS Options to the extent that they have not been exercised upon the expiry of the Exercise Period or Duration of the Scheme (whichever is earlier) shall automatically lapse and become null and void and have no further effect.

40.4 An ESOS Participant shall notify the LTIP Committee in writing in the prescribed form of his / her intention to exercise the ESOS Options ("**Notice**") on any Market Day or such other period that may be stipulated by the LTIP Committee. For the avoidance of doubt, an ESOS Participant shall notify the LTIP Committee in writing in the prescribed form of his / her intention to exercise the ESOS Options on the next immediate Market Day if the days stipulated above do not fall on a Market Day. The ESOS Options may be exercised in full or in respect of such lesser number of Shares in multiples of one hundred (100) Shares or such number of Shares constituting one (1) board lot as permitted to be traded on Bursa Securities by the Listing Requirements and/or applicable laws as the ESOS Participant may so decide to exercise the ESOS Options, subject always to By-Law 36.3. Such partial exercise of the ESOS Options shall not preclude the ESOS Participant from exercising the remaining ESOS Options at any other time within the Exercise Period.

40.5 In the event the balance of the ESOS Options, when exercised by an ESOS Participant, shall result in less than one hundred (100) Shares, the said balance, if exercised, shall be exercised in a single tranche.

40.6 Every such Notice shall be accompanied by a remittance in Ringgit Malaysia in the form of a banker's draft or cashier's order drawn and payable in Malaysia or any other mode acceptable to the LTIP Committee for the full amount of the subscription monies in relation to the number of Shares in respect of which the Notice is given. Within eight (8) Market Days after the date of receipt by the Company of the Notice together with the requisite payment from the ESOS Participant (or such other period as may be prescribed or allowed by Bursa Securities), the Company shall:

(a) allot and issue such new Shares to the ESOS Participant in accordance with the provisions of the Constitution, the Securities Industry (Central Depositories) Act 1991 and the Rules of Bursa Depository;

(b) despatch the notice of allotment to the ESOS Participants; and

(c) make an application for the quotation for the new Shares arising from the exercise of the ESOS Options.

40.7 An ESOS Participant who exercises his / her ESOS Options shall provide the LTIP Committee with his / her CDS Account number or the CDS Account number of his / her Authorised Nominee in the Notice. Any of the following shall result in the Notice being rejected by the LTIP Committee in its sole and absolute discretion:

(a) failure to comply with the terms set out in the Award Letter;

(b) failure to comply with the procedures specified by the LTIP Committee;

(c) failure to provide information as required by the LTIP Committee in the Notice; and/or

(d) inaccuracy in the CDS Account number provided.

The LTIP Committee shall inform an ESOS Participant of the rejection of such Notice within fourteen (14) Market Days (or such other period as may be determined by the LTIP Committee) from the date of rejection and such ESOS Participant shall be deemed to not have exercised his / her ESOS Options. The new Shares to be issued pursuant to the exercise of an ESOS Option will be credited directly into the CDS Account of the ESOS Participant or the CDS Account number of his / her Authorised Nominee and a notice of allotment stating the number of new Shares credited into the CDS Account will be issued to the ESOS Participant. No physical share certificate will be issued to the ESOS Participant.

40.8 For ESOS Participants who do not have CDS Account, such ESOS Participants are required to open a CDS Account at their own cost and expense before they can exercise their ESOS Options.

40.9 Every ESOS Option shall be subject to the condition that no new Shares shall be issued to the ESOS Participant pursuant to the exercise of an ESOS Option if such issuance would be contrary to any law, enactment, rules and/or regulations of any legislative or non-legislative body which may be in force during the Exercise Period or such period as may be extended.

40.10 The Company, the Board (including directors who have resigned but were on the Board during the Exercise Period) and the LTIP Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities, gains or profits foregone howsoever arising in the event of:

(a) any delay on the part of the Company in procuring Bursa Securities to list and quote the new Shares allotted and issued to an ESOS Participant pursuant to the exercise of the ESOS Options by the ESOS Participant;

(b) any delay in crediting the said new Shares into the CDS Account of the ESOS Participant; and/or

(c) any other matter or dealing which is outside the control of the Company.

PART D – SGS

41. AWARD OF SGS AWARDS

41.1 (a) Upon implementation of the Scheme, the LTIP Committee may in its sole and absolute discretion at any time as it shall deem fit during the Duration of the Scheme make one (1) or more SGS Award(s) to any Eligible Person, based on the criteria of allotment set out in By-Law 7 in accordance with the terms of the Scheme.

(b) Notwithstanding By-Law 41.1(a) above, where it involves a grant of SGS Awards to Eligible Persons who are members of the LTIP Committee, such grant of SGS Awards shall be decided by the Board based on the criteria of allotment set out in By-Law 6.

41.2 In the event the LTIP Committee decides to stagger the granting of the SGS Awards during the Duration of the Scheme, the number of Shares to be offered in each SGS Awards shall be decided by the LTIP Committee in its sole and absolute discretion and each SGS Awards shall be separate and independent from the others.

41.3 The actual number of SGS Awards which may be offered to an Eligible Person shall be in the sole and absolute discretion of the LTIP Committee and the number of Shares so offered shall not be less than one hundred (100) Shares nor more than the Maximum Allowable Allotment of such Eligible Person and shall be in multiples of one hundred (100) Shares or such number of Shares constituting one (1) board lot as permitted to be traded on Bursa Securities by the Listing Requirements and/or applicable laws.

41.4 Subject to By-Law 5, nothing herein shall prevent the LTIP Committee from making more than one (1) SGS Award to an Eligible Person at any point in time after the first (1^{st}) SGS Award, PROVIDED ALWAYS THAT the total aggregate number of Shares to be offered to the Eligible Person (inclusive of Shares already offered under previous SGS Awards, if any) shall not exceed the Maximum Allowable Allotment.

41.5 Notwithstanding anything set out in these By-Laws and subject always to the Listing Requirements, no SGS Awards may be granted to the Interested Parties and Persons Connected with the Interested Parties, unless the entitlement of such person under the Scheme has been approved by the shareholders of the Company in a general meeting and provided that such Interested Parties and Persons Connected with them shall not vote on the resolution approving his / her allocation.

41.6 The LTIP Committee will, in its Award Letter to an Eligible Person state, *inter alia*, the:

(a) SGS Award Date;

(b) number of Shares that are being granted to the Eligible Person;

(c) Vesting Conditions (if applicable);

(d) vesting period (if applicable);

(e) LTIP Period;

(f) closing date for acceptance; and

(g) any other terms and conditions deemed necessary by the LTIP Committee.

41.7 The SGS Award shall automatically lapse and be null and void in the event of death of the Eligible Person or the Eligible Person ceases to be a director or employed by the Group for any reason whatsoever prior to the acceptance of the SGS Award by the Eligible Person in the manner set out in By-Law 42.

41.8 Any SGS Award made by the LTIP Committee shall be in writing and such SGS Award is personal to the Eligible Person to whom the SGS Award is made, and is non-assignable, non-transferable, non-chargeable and non-disposable in any manner whatsoever.

41.9 In the event the Award Letter contains an error on the part of the Company in stating any of the particulars referred to in By-Law 41.6 above, the Company shall issue a revised Award Letter, stating the correct particulars of the SGS Award within thirty (30) days of discovering such error (or such other period as may be determined by the LTIP Committee) and the revised particulars of the LTIP Award shall take effect on the date of the revised Award Letter.

42. ACCEPTANCE OF THE AWARD

42.1 A SGS Award made by the LTIP Committee pursuant to By-Law 41 shall be valid for a period of fourteen (14) days from the SGS Award Date or such longer period as may be determined or extended by the LTIP Committee on a case-to-case basis in its sole and absolute discretion. Subject to By-Law 42.2 below, an Eligible Person to whom the SGS Award is made may accept the SGS Award within this prescribed period by written notice to the LTIP Committee in the form prescribed by the LTIP Committee. The written notice shall be accompanied by a payment to the Company of a nominal non-refundable sum of **Ringgit Malaysia One (RM1.00)** only as consideration for the grant of the SGS Award, regardless of the number of Shares comprised therein. The date of receipt by the LTIP Committee of such written notice shall constitute the date of acceptance.

42.2 If a SGS Award is not accepted in the manner set out in By-Law 42.1, such SGS Award shall upon the expiry of the said prescribed period, automatically lapse and be null and void and be of no further force and effect.

42.3 SGS Awards that have lapsed and become null and void pursuant to this By-Law 42 may be re-allocated to the other Eligible Persons in the sole and absolute discretion of the LTIP Committee.

43. REFERENCE PRICE

43.1 The reference price of the Shares to be transferred to the LTIP Participants upon vesting of the SGS Awards comprised in the LTIP Awards shall be determined based on fair value of the Shares after taking into account, among others, the five (5)-day volume weighted average market price of the Shares immediately preceding the SGS Award Date, with a discount of not more than ten per centum (10%) (or such other percentage of discount as may be permitted by Bursa Securities or any other relevant authorities from time to time during the Duration of the Scheme), as determined by the Board upon recommendation of the LTIP Committee.

43.2 The reference price as determined by the Board shall be conclusive and binding on the SGS Participants.

44. VESTING CONDITIONS

44.1 Subject always to By-Laws 6, 20 and 44.2, the Shares comprised in the SGS Awards or such part thereof will only vest to the SGS Participant on the vesting date(s) if:

(a) the SGS Participant remains in employment by or appointment within the Group as at the vesting date; and

(b) the other Vesting Conditions (if any) are fully and duly satisfied.

44.2 The LTIP Committee shall have the discretion to determine whether any Vesting Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the LTIP Committee shall have the right to make reference to (among others) the audited results of the Group, to take into account such factors as the LTIP Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, to amend any Vesting Conditions if the LTIP Committee decides that a changed performance target would be a fairer measure of performance.

44.3 Where the LTIP Committee has made the determination that the Vesting Conditions and all other stipulated conditions have been fulfilled (whether fully or partially) pursuant to the SGS Award, the LTIP Committee shall notify the SGS Participant of the number of Shares vested or which will be vested to the SGS Participant on the vesting date of such Shares. Without limiting the generality of By-Law 16.4, the LTIP Committee shall also have the sole and absolute discretion to settle the vesting of the Shares by way of cash to a SGS Participant. No SGS Participant shall have any right or interest in the Shares granted to him / her unless and until the Shares are vested in him / her on and with effect from the date of vesting of the said Shares. The decision and/or determination of the LTIP Committee on the vesting of the Shares on the SGS Participant pursuant to these By-Laws shall be final and conclusive.

44.4 Unless otherwise determined by the LTIP Committee, if the Vesting Conditions are not fulfilled in accordance with the period as set out in the Award Letter, that SGS Award shall lapse and be of no value. All SGS Awards to the extent unvested within the expiry or earlier termination of the LTIP Period shall lapse.

44.5 For the avoidance of doubt and subject always to By-Law 42.1, the Shares will vest with the SGS Participants at no cash consideration to the SGS Participants upon fulfilment of the Vesting Conditions and all other conditions as stipulated By-Law 44.2, if any.

45. DELIVERY OF THE SHARES

45.1 In respect of Shares which are vested onto a SGS Participant pursuant to By-Law 44, the Company shall within eight (8) Market Days after the receipt of the SGS Participant's notice of his / her CDS Account number pursuant to By-Law 45.2 (or such other period as may be prescribed or allowed by Bursa Securities), credit such Shares to the SGS Participant's CDS Account or his / her Authorised Nominee, in accordance with the provisions of the Constitution, the Securities Industry (Central Depositories) Act 1991 and the Rules of Bursa Depository, despatch the notice of allotment stating such number of Shares credited into the CDS Account of the SGS Participant or his / her Authorised Nominee. Where Shares or treasury shares are to be transferred following the vesting, the Company shall transfer such Shares to the SGS Participant in accordance with the provisions of the Constitution, the Securities Industry (Central Depositories) Act 1991 and the Rules of Bursa Depository and despatch the notice of transfer to the SGS Participant.

45.2 The SGS Participants shall provide the LTIP Committee with his / her CDS Account number or the CDS Account number of his / her Authorised Nominee, as the case may be. The Shares to be credited pursuant to the vesting will be credited directly into the CDS Account of the SGS Participant or his / her Authorised Nominee, as the case may be. A notice stating the number of shares credited into such CDS Account will be issued to the SGS Participant. No physical share certificate will be issued.

45.3 For SGS Participants who do not have CDS Account, such SGS Participants are required to open a CDS Account at their own cost and expense.

45.4 Every SGS Award shall be subject to the condition that no Shares shall be transferred to the SGS Participant if such transfer would be contrary to any law, enactment, rules and/or regulations of any legislative or non-legislative body which may be in force during the LTIP Period or such period as may be extended.

45.5 The Company, the Board (including directors who have resigned but were on the Board during the LTIP Period) and the LTIP Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities, gains or profits foregone howsoever arising in the event of:

(a) any delay on the part of the Company in crediting the Shares into the CDS Account of the SGS Participant or his / her Authorised Nominee; and/or

(b) any other matter or dealing which is outside the control of the Company.

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FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by our Board, and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement or information in this Circular false or misleading.

2. CONSENT

UOBKH, being the Principal Adviser for the Proposed LTIP, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto in the form and context in which they appear in this Circular.

3. DECLARATION OF CONFLICT OF INTERESTS

UOBKH has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Principal Adviser to Chemlite for the Proposed LTIP.

4. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at the LPD, neither our Company nor our Group is engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on the financial position or the business of our Group and our Board does not have any knowledge of any proceeding pending or threatened against our Group, or of any facts likely to give rise to any proceeding, which might materially or adversely affect the financial position or business of our Group.

5. MATERIAL COMMITMENT

Save as disclosed below, as at the LPD, our Board, after making all reasonable enquiries, is not aware of any material commitments incurred or known to be incurred by our Group, which upon becoming enforceable, may have a material impact on the financial results or position of our Group:-

	RM'000
Property, plant and equipment	
- Contracted but not provided for	329

6. CONTINGENT LIABILITIES

As at the LPD, there are no contingent liabilities incurred or known to be incurred, which upon becoming enforceable, may have a material impact on the financial results or position of our Group.

7. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office at Suite 18.05, MWE Plaza, No. 8, Lebuh Farquhar, 10200 George Town, Pulau Pinang during normal business hours from Monday to Friday (except public holidays) from the date of this Circular up to and including the date of the forthcoming EGM:-

(i) the Constitution of our Company;

(ii) the audited consolidated financial statements of our Group for the past 2 financial years up to the FYE 31 December 2025;

(iii) letter of consent and declaration of conflict of interest referred to in **Section 2** and **Section 3** of this **Appendix II**; and

(iv) the draft By-Laws, as set out in **Appendix I** of this Circular.

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CHEMLITE INNOVATION BERHAD
(Registration No.: 202401021849 (1567698-V))
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting ("**EGM**") of Chemlite Innovation Berhad ("**Chemlite**" or the "**Company**") will be held at Iconic 1 & 2, Iconic Hotel, 71 Jalan Icon City, Icon City, 14000 Bukit Mertajam, Pulau Pinang on Friday, 15 May 2026 at 11.30 a.m., or immediately after the conclusion or adjournment of the Second Annual General Meeting of the Company which will be held at the same venue and on the same day at 10.30 a.m., whichever is later, for the purpose of considering and, if thought fit, passing with or without modification, the following resolutions:-

ORDINARY RESOLUTION 1

PROPOSED ESTABLISHMENT OF A LONG-TERM INCENTIVE PLAN ("LTIP") COMPRISING AN EMPLOYEES' SHARE OPTION SCHEME ("ESOS") AND A SHARE GRANT SCHEME ("SGS"), OF UP TO 10.0% OF THE TOTAL NUMBER OF ISSUED SHARES OF CHEMLITE ("CHEMLITE SHARE(S)" OR "SHARE(S)") (EXCLUDING TREASURY SHARES, IF ANY) ("PROPOSED LTIP")

"**THAT** subject to the approvals of all relevant regulatory authorities being obtained (where applicable), and to the extent permitted by law and the constitution of the Company, the Board of Directors of the Company ("**Board**"), be and is hereby authorised and empowered to:-

(i) establish, implement and administer the Proposed LTIP throughout the duration of the Proposed LTIP for the benefit of the eligible Directors and employees of Chemlite and its subsidiary (excluding dormant subsidiaries and foreign subsidiaries, if any) ("**Chemlite Group**" or the "**Group**") who fulfil the eligibility criteria ("**Eligible Persons**") in accordance with the provisions of the by-laws governing the rules, terms and conditions of the Proposed LTIP ("**By-Laws**"), a draft of which is set out in **Appendix I** of the circular to shareholders of Chemlite dated 30 April 2026 in relation to the Proposed LTIP ("**Circular**");

(ii) to appoint and authorise a committee comprising such number of Directors and/or senior management of the Group to be identified and appointed from time to time ("**LTIP Committee**") to implement and administer the Proposed LTIP in accordance with the By-Laws;

(iii) determine the option price of the ESOS options and the reference price of the Shares to be transferred upon vesting of the SGS awards granted under the Proposed LTIP, based on the terms and conditions set out in the By-Laws;

(iv) allot and issue and/or transfer such number of Chemlite Shares as may be required from time to time to the Eligible Persons upon the exercise of any ESOS option and/or vesting of any SGS award under the Proposed LTIP ("**LTIP Awards**"), subject to the terms and conditions of the By-Laws, provided that the total number of such Chemlite Shares to be made available under the Proposed LTIP shall not in aggregate exceed 10.0% of the total number of issued Shares (excluding treasury shares, if any) at any point in time throughout the duration of the Proposed LTIP and that:-

    (a) the new Shares to be allotted and issued under the Proposed LTIP pursuant to the exercise of the ESOS options shall, upon allotment and issuance, rank equally in all respects with the existing Chemlite Shares, save and except that such new Shares will not be entitled to any dividends, rights, allotments and/or any other forms of distribution that may be declared, made or paid to the shareholders where the entitlement date of such dividends, rights, allotments and/or any other forms of distribution precedes the relevant date of allotment and issuance of such new Chemlite Shares; and

(b) in respect of the transfer of existing Chemlite Shares and/or treasury shares pursuant to the vesting of the SGS awards, such Chemlite Shares shall be transferred together with all dividends, rights, allotments and/or any other forms of distribution declared, made or paid, the entitlement date of which is on or after the date the Shares are credited to the Central Depository System accounts of the participants of the Proposed LTIP;

(v) add, amend, modify and/or delete all or any part of the terms and conditions as set out in the By-Laws governing the Proposed LTIP from time to time provided that such addition, amendment, modification and/or deletion are effected in accordance with the provisions of the By-Laws, and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Proposed LTIP;

(vi) do all things necessary and make the necessary applications to Bursa Malaysia Securities Berhad ("**Bursa Securities**") for the listing of and quotation for new Chemlite Shares that may, hereafter from time to time, be allotted and issued under the Proposed LTIP; and

(vii) establish a trust, if required, to be administered by the trustee to be appointed by the Company from time to time ("**Trustee**") in accordance with the trust deed to be executed between the Trustee and the Company, and to authorise the Trustee to facilitate the implementation and administration of the Proposed LTIP and to be entitled from time to time to the extent permitted by the law and as set out under the By-Laws to accept funding and/or assistance, financial or otherwise from the Company to enable the Trustee to subscribe for new Shares, acquire existing Shares and/or receive treasury shares for the purpose of the Proposed LTIP and to pay expenses in relation to the administration of the Trust, if required;

THAT the Board be and is hereby authorised to give effect to the Proposed LTIP with full power to assent to any conditions, modifications, variations and/or amendments in any manner as may be required by the relevant authorities and to deal with all matters relating thereto and to take all such steps and do all acts, deeds and things as they may consider necessary and/or expedient to implement, finalise and give full effect to the Proposed LTIP;

AND THAT the draft By-Laws as set out in **Appendix I** of the Circular and which is in compliance with the ACE Market Listing Requirements of Bursa Securities ("**Listing Requirements**"), be and is hereby approved and adopted."

ORDINARY RESOLUTIONS 2 TO 8

PROPOSED ALLOCATION OF LTIP AWARDS TO THE ELIGIBLE DIRECTORS OF THE COMPANY AND PERSONS CONNECTED WITH THEM PURSUANT TO THE PROPOSED LTIP ("PROPOSED ALLOCATION")

"**THAT**, subject to the passing of Ordinary Resolution 1 above, and the approvals of all relevant authorities being obtained (where required), approval be and is hereby given to the Board to authorise the LTIP Committee, at any time and from time to time throughout the duration of the Proposed LTIP, to offer and grant such number of LTIP Awards to each of the following persons:-

No.	Name	Ordinary Resolution
(i)	Choo Yih Woei	Ordinary Resolution 2
(ii)	Chong Yuen Fong	Ordinary Resolution 3
(iii)	Heng Chee Khiang	Ordinary Resolution 4
(iv)	Lee Kooi Hoon	Ordinary Resolution 5
(v)	Lim Paik Nee	Ordinary Resolution 6
(vi)	Wong Wan Chin	Ordinary Resolution 7
(vii)	Heng Jia Qi	Ordinary Resolution 8

provided always that:-

(i) he/she does not participate in the deliberation or discussion and/or shall abstain from making or voting on any resolution on his/her respective allocation of LTIP Awards and the allocation of LTIP Awards to persons connected with him/her, if any, under the Proposed LTIP;

(ii) not more than 10.0% of the new Chemlite Shares which may be issued under the Proposed LTIP shall be allocated to him/her, if he/she, either singly or collectively through persons connected to him/her, holds 20.0% or more of the total number of issued Chemlite Shares (excluding treasury shares, if any);

(iii) not more than 50.0% of the total number of Chemlite Shares which may be made available under the Proposed LTIP shall be allocated, in aggregate, to the Directors and senior management of the Group who are eligible to participate in the Proposed LTIP; and

(iv) subject always to such terms and conditions and/or any adjustments which may be made in accordance with the provisions of the By-Laws, the Listing Requirements, or any prevailing guidelines issued by Bursa Securities or any other relevant authority, as amended from time to time;

AND THAT subject always to such terms and conditions and/or adjustments which may be made in accordance with the By-Laws, the Board be and is hereby authorised to take such steps as necessary or expedient to implement, finalise or to give full effect to the Proposed Allocation with full power to assent to any terms, conditions, modifications, variations and/or amendments as may be imposed and/or permitted by the relevant authorities."

By Order of the Board
CHEMLITE INNOVATION BERHAD

YEOW SZE MIN (SSM PC NO. 201908003120) (MAICSA 7065735)
LOW SEOW WEI (SSM PC NO. 202008000437) (MAICSA 7053500)
Company Secretaries

Pulau Pinang
30 April 2026

Notes:-

1. *In respect of deposited securities, only members whose names appear on the Record of Depositors on* ***7 May 2026*** *(General Meeting Record of Depositors) shall be eligible to attend the EGM or appoint proxy(ies) to attend and/or vote on his behalf.*

2. *A member entitled to attend and vote at the EGM is entitled to appoint more than one (1) proxy but not more than two (2) proxies to attend, participate, speak and vote instead of him. Where a member appoints more than one (1) proxies, the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy. A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy. There shall be no restriction as to the qualification of the proxy. A proxy appointed to attend and vote at the EGM shall have the same rights as the member to speak and vote at the EGM.*

3. *Where a member is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account. The appointment of two (2) proxies in respect of any particular securities account shall be invalid unless the authorised nominee specifies the proportion of its shareholding to be represented by each proxy.*

4. *Where a member is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("****Omnibus Account****"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds.*

5. *The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or, if such appointer is a corporation, the instrument appointing a proxy must be either under the appointer's common seal or under the hand of an officer or attorney duly authorised.*

6. *The instrument appointing proxy(ies) may be made in the form of hardcopy or by electronic means in the following manner and must be received by the Company not less than forty-eight (48) hours before the time appointed for holding the EGM or any adjournment thereof:-*

   (i) In hardcopy form
   The Proxy Form must be deposited at the Company's Registered Office at Suite 18.05, MWE Plaza, No. 8, Lebuh Farquhar, 10200 George Town, Pulau Pinang.

   (ii) By electronic means
   The Proxy Form can also be lodged electronically by email to eservices@sshsb.com.my.

PROXY FORM

CHEMLITE INNOVATION BERHAD
(Registration No. 202401021849 (1567698-V))
(Incorporated in Malaysia)

CDS Account No.	
No. of ordinary shares held	

I/We ____ Tel No. ____________________
(Full Name in Capital Letters)

NRIC No./Passport No./Registration No. ____

of ____

____
(Full Address in Capital Letters)

being a member of **CHEMLITE INNOVATION BERHAD** (the "**Company**") hereby appoint:

First Proxy			
Full Name and Address (in Capital Letters)	NRIC No./Passport No.	No. of shares	% of shareholding
and/or*			
Second Proxy			
Full Name and Address (in Capital Letters)	NRIC No./Passport No.	No. of shares	% of shareholding

or failing him/her*, the Chairman of the Meeting, as my/our* proxy/proxies* to attend and to vote for me/us* on my/our* behalf at the Extraordinary General Meeting ("**EGM**") of the Company will be held at Iconic 1 & 2, Iconic Hotel, 71 Jalan Icon City, Icon City, 14000 Bukit Mertajam, Pulau Pinang on Friday, 15 May 2026 at 11.30 a.m., or immediately after the conclusion or adjournment of the Second Annual General Meeting of the Company, which will be held at the same venue and on the same day at 10.30 a.m., whichever is later.

My/Our* proxy is to vote as indicated below:

Ordinary Resolutions		**For**	**Against**
Resolution 1	Proposed LTIP		
Resolution 2	Proposed Allocation to Choo Yih Woei		
Resolution 3	Proposed Allocation to Chong Yuen Fong		
Resolution 4	Proposed Allocation to Heng Chee Khiang		
Resolution 5	Proposed Allocation to Lee Kooi Hoon		
Resolution 6	Proposed Allocation to Lim Paik Nee		
Resolution 7	Proposed Allocation to Wong Wan Chin		
Resolution 8	Proposed Allocation to Heng Jia Qi		

(Please indicate with '**X**' in the space provided against each resolution on how you wish your vote to be casted. In the absence of specific directions, your proxy(ies) or Chairman of the EGM will vote or abstain as he/she* thinks fit.

Signed this _______ day of _______________, 2026.

____
Signature/Common Seal of Member

** Strike out whichever not applicable.*

Notes:

1. *In respect of deposited securities, only members whose names appear on the Record of Depositors on* ***7 May 2026*** *(General Meeting Record of Depositors) shall be eligible to attend the EGM or appoint proxy(ies) to attend and/or vote on his behalf.*
2. *A member entitled to attend and vote at the EGM is entitled to appoint more than one (1) proxy but not more than two (2) proxies to attend, participate, speak and vote instead of him. Where a member appoints more than one (1) proxies, the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy. A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy. There shall be no restriction as to the qualification of the proxy. A proxy appointed to attend and vote at the EGM shall have the same rights as the member to speak and vote at the EGM.*
3. *Where a member is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, it may appoint not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account. The appointment of two (2) proxies in respect of any particular securities account shall be invalid unless the authorised nominee specifies the proportion of its shareholding to be represented by each proxy.*
4. *Where a member is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("****Omnibus Account****"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds.*
5. *The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or, if such appointer is a corporation, the instrument appointing a proxy must be either under the appointer's common seal or under the hand of an officer or attorney duly authorised.*
6. *The instrument appointing proxy(ies) may be made in the form of hardcopy or by electronic means in the following manner and must be received by the Company not less than forty-eight (48) hours before the time appointed for holding the EGM or any adjournment thereof:*

    (i) In hardcopy form
    The Proxy Form must be deposited at the Company's Registered Office at Suite 18.05, MWE Plaza, No. 8, Lebuh Farquhar, 10200 George Town, Pulau Pinang.

    (ii) By electronic means
    The Proxy Form can also be lodged electronically by email to eservices@sshsb.com.my.

Personal data privacy:
By submitting the duly executed proxy form, the member and his proxy consent to the Company and/or its agents/service providers to collect, use and disclose the personal data therein in accordance with the Personal Data Protection Act 2010, for the purpose of the EGM of the Company and any adjournment thereof.

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AFFIX
STAMP

CHEMLITE INNOVATION BERHAD
(Registration No.: 202401021849 (1567698-V))
(Incorporated in Malaysia)

Registered Office
Suite 18.05, MWE Plaza
No. 8, Lebuh Farquhar
10200 George Town
Pulau Pinang

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