



HEXZA CORPORATION BERHAD

(Registration No.: 196901000339 (8705-K))

(Incorporated in Malaysia)

DIVIDEND REINVESTMENT PLAN STATEMENT

(Abbreviations and definitions, unless where the context requires otherwise, shall be as set out in Section 2 under “Definitions” governing this Dividend Reinvestment Plan Statement).

This Dividend Reinvestment Plan Statement contains the Terms and Conditions, as may be amended from time to time, of the Dividend Reinvestment Plan of Hexza, under which persons appearing in the Record of Depositors of Hexza as Shareholders on the Books Closure Date may, in relation to any Dividends, be given a Reinvestment Option as the Board may, at its absolute discretion, make available.

Irrespective of whether an election is made by a Shareholder, a tax voucher will be despatched to all Shareholders. For income tax purposes, a Shareholder shall be treated as having received cash dividend distribution equivalent to the amount of the Dividend declared, notwithstanding that the Shareholder may elect to exercise the Reinvestment Option (in whole or in part). Hence, the election for the Reinvestment Option does not relieve the Shareholder of any income tax obligation (if applicable) and there is no tax advantage to be gained in exercising the Reinvestment Option or otherwise.

SUMMARY OF THE DIVIDEND REINVESTMENT PLAN

The Dividend Reinvestment Plan will provide Shareholders with an option to elect to reinvest their Dividends in Dividend Reinvestment Shares, instead of receiving cash.

Whenever a Dividend is announced, the Board may, at its absolute discretion, determine whether to pay such Dividend in cash or to offer the Shareholders the Reinvestment Option and where applicable, the size of the Electable Portion. Shareholders should note that Hexza is not obliged to undertake the Dividend Reinvestment Plan for each and every Dividend.

In this respect, the Electable Portion may encompass the whole or part of the Dividend. In the event the Electable Portion is not applicable for the whole Dividend, the Non-Electable Portion will be paid in cash.

Unless the Board has determined that the Reinvestment Option will apply to a particular Dividend (whether in whole or in part), all future Dividends as may be declared by Hexza will be paid wholly in cash to Shareholders in the usual manner through the Dividend Payment Account.

Hexza will issue the Dividend Reinvestment Shares to Shareholders who elect to exercise the Reinvestment Option under the Dividend Reinvestment Plan. The Issue Price which will be determined and fixed by the Board on the Price-Fixing Date shall be at an issue price of not more than 10% discount to the 5-day VWAP of Hexza Shares immediately prior to the Price-Fixing Date. The VWAP of Hexza Shares shall be adjusted ex-dividend before applying the aforementioned discount in fixing the Issue Price.

Approval will be sought from Bursa Securities for the listing of and quotation for the Dividend Reinvestment Shares on the Main Market of Bursa Securities pursuant to each and every Dividend to which the Dividend Reinvestment Plan applies. An announcement of the Books Closure Date in relation to a Dividend to which the Reinvestment Option applies will be made, after receipt of the approval from Bursa Securities, Shareholders and other relevant authorities, where applicable. The Issue Price shall be announced either on the same day as or before the announcement of the Books Closure Date in relation to a Dividend to which the Reinvestment Option applies.

Subsequent to the Books Closure Date, a Notice of Election will be despatched to Shareholders. Instructions will be provided in the Notice of Election in respect of the action to be taken by the Shareholders should they wish to exercise the Reinvestment Option. The Notice of Election will also state, amongst others, the Expiry Date.

The Dividend Reinvestment Plan will allow Shareholders to have the following options in respect of the Reinvestment Option:-

- (i) to elect to participate in the Reinvestment Option by reinvesting the entire Electable Portion at the Issue Price for Dividend Reinvestment Shares and to receive the Non-Electable Portion in cash; or
- (ii) to elect to participate in the Reinvestment Option by reinvesting part of the Electable Portion at the Issue Price for Dividend Reinvestment Shares, and to receive the balance of the Electable Portion and Non-Electable Portion in cash; or
- (iii) to elect not to participate in the Reinvestment Option and thereby receive their entire Dividend entitlement (both Electable Portion and Non-Electable Portion) in cash.

There are no brokerage fees and other related transaction costs payable by the Participating Shareholders on the Dividend Reinvestment Shares allotted, unless otherwise provided by any statute, law or regulation. However, the Participating Shareholders are required to pay Malaysian Revenue Stamp of RM10.00 for stamp duty for each DRF or e-DRF submitted.

Hexza will, within 8 Market Days from the Expiry Date or such date as may be prescribed by Bursa Securities, allot and issue the Dividend Reinvestment Shares and despatch notices of allotment to Shareholders (who exercise the Reinvestment Option). The Dividend Reinvestment Shares to be issued pursuant to the Dividend Reinvestment Plan will not be underwritten.

Concurrently, on the Allotment Date (which will be within 1 month from the Books Closure Date and in any event, within 3 months from the date of declaration of the Dividend or the date of which the approval is obtained in a general meeting of Hexza, whichever is applicable), the Non-Electable Portion and the balance of the Electable Portion not reinvested will be paid in cash to the respective Shareholders in the usual manner through a Dividend Payment Account, where applicable.

Hexza will also release an announcement on the Market Day on which the Dividend Reinvestment Shares will be listed and quoted on the Main Market of Bursa Securities.

The Dividend Reinvestment Shares will, upon allotment and issuance, rank equally in all respects with the existing Hexza Shares, save and except that the holders of Dividend Reinvestment Shares will not be entitled to any dividends, rights, allotments and/or other forms of distributions that may be declared, made or paid for which the entitlement date precedes the date of allotment and issuance of the Dividend Reinvestment Shares. The Dividend Reinvestment Shares are prescribed securities and will be credited directly into the respective CDS accounts of Shareholders who exercise their Reinvestment Option. No physical share certificates will be issued to the Shareholders. The Dividend Reinvestment Shares are prescribed securities and will be credited directly into the respective CDS accounts of Shareholders who exercise their Reinvestment Option. No physical share certificates will be issued to the Shareholders.

All Shareholders are eligible to participate in the Dividend Reinvestment Plan subject to the restrictions described in the Terms and Conditions.

HOW TO PARTICIPATE

Participation in the Dividend Reinvestment Plan is optional and not transferable. A Shareholder wishing to exercise the Reinvestment Option in respect of any Electable Portion to which a Notice of Election received by him/her relates may elect to reinvest into Dividend Reinvestment Shares through submission of hardcopy of the DRF contained in the Notice of Election and return it to the office of the Share Registrar or at such address as may be determined by the Company from time to time or submission of e-DRF via BSIP. Please refer to **Section 5** of the Terms and Conditions for further instructions as well as the terms and conditions of the submission of the DRF and e-DRF.

Under the present law in Malaysia, there is no brokerage or other material transaction costs payable by the Participating Shareholders on the Dividend Reinvestment Shares allotted and issued under the Dividend Reinvestment Plan, save for stamp duty of RM10.00. In the event a Participating Shareholder confirms his/her election by submitting the DRF or e-DRF, he/she will be required to pay stamp duty of RM10.00. In addition, a handling fee of RM5.00 is chargeable by the Share Registrar per application for the Dividend Reinvestment Plan via online payment at the specified payment methods.

The handling fee and stamp duty payment will be made electronically at BSIP during the submission of the electronic application.

Shareholders who receive more than 1 Notice of Election and wish to reinvest in Dividend Reinvestment Shares in respect of all or part of his/her entitlement to the Electable Portion arising from his/her entire holding of Hexza Shares must complete all DRFs received by him/her (to the extent of the entitlement to the Electable Portion in which he/she intends to reinvest in Dividend Reinvestment Shares) and return the completed DRFs to the office of the Share Registrar or at such address as may be determined by the Company from time to time, or complete all the e-DRFs via BSIP not later than the Expiry Date. Shareholders should note that they are at liberty to decide which particular Notice of Election they wish to elect for the reinvestment in Dividend Reinvestment Shares.

Where any particular Notice of Election is not elected upon, the Dividend relating thereto will be paid in cash by the Company to the Shareholders in the usual manner through a Dividend Payment Account.

To be effective in respect of any Electable Portion to which a Notice of Election relates, such duly completed and signed DRF contained in the Notice of Election (together with the Stamp Certificate issued via Stamp Assessment and Payment System ("**STAMPS**") as proof of payment of stamp duty) must be received by the Share Registrar or at such address as may be determined by the Company from time to time, or by electronic means through BSIP in accordance with the instruction as prescribed therein on or before the Expiry Date (which shall be at least 14 days from the date the Notice of Election is despatched) stated in the Notice of Election in respect of that particular Reinvestment Option.

All Shareholders are eligible to participate in the Dividend Reinvestment Plan, provided that:-

- (i) such participation will not result in a breach of any restrictions on their holding of Hexza Shares which may be imposed by any of their contractual obligations, or by any statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts); or
- (ii) there are no restrictions for such participation as prescribed in the Company's Constitution.

Shareholders should however note that the Notice of Election will not be sent to Shareholders whose address in the Company's Record of Depositors is not in Malaysia to avoid any violation on the part of Hexza of any securities laws applicable outside Malaysia.

Shareholders who currently do not have registered addresses in Malaysia and who wish to participate in the Dividend Reinvestment Plan are strongly advised to provide the Share Registrar with an address in Malaysia not less than 3 Market Days before the relevant Books Closure Date in respect of any particular Dividend to which the Reinvestment Option is made available by the Board.

Alternatively, such Overseas Shareholders may collect their Notice of Election and other documents relating to the Dividend Reinvestment Plan from the Share Registrar at 11th Floor, Menara Symphony, No. 5, Jalan Prof Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan.

Shareholders should note that under the Dividend Reinvestment Plan:-

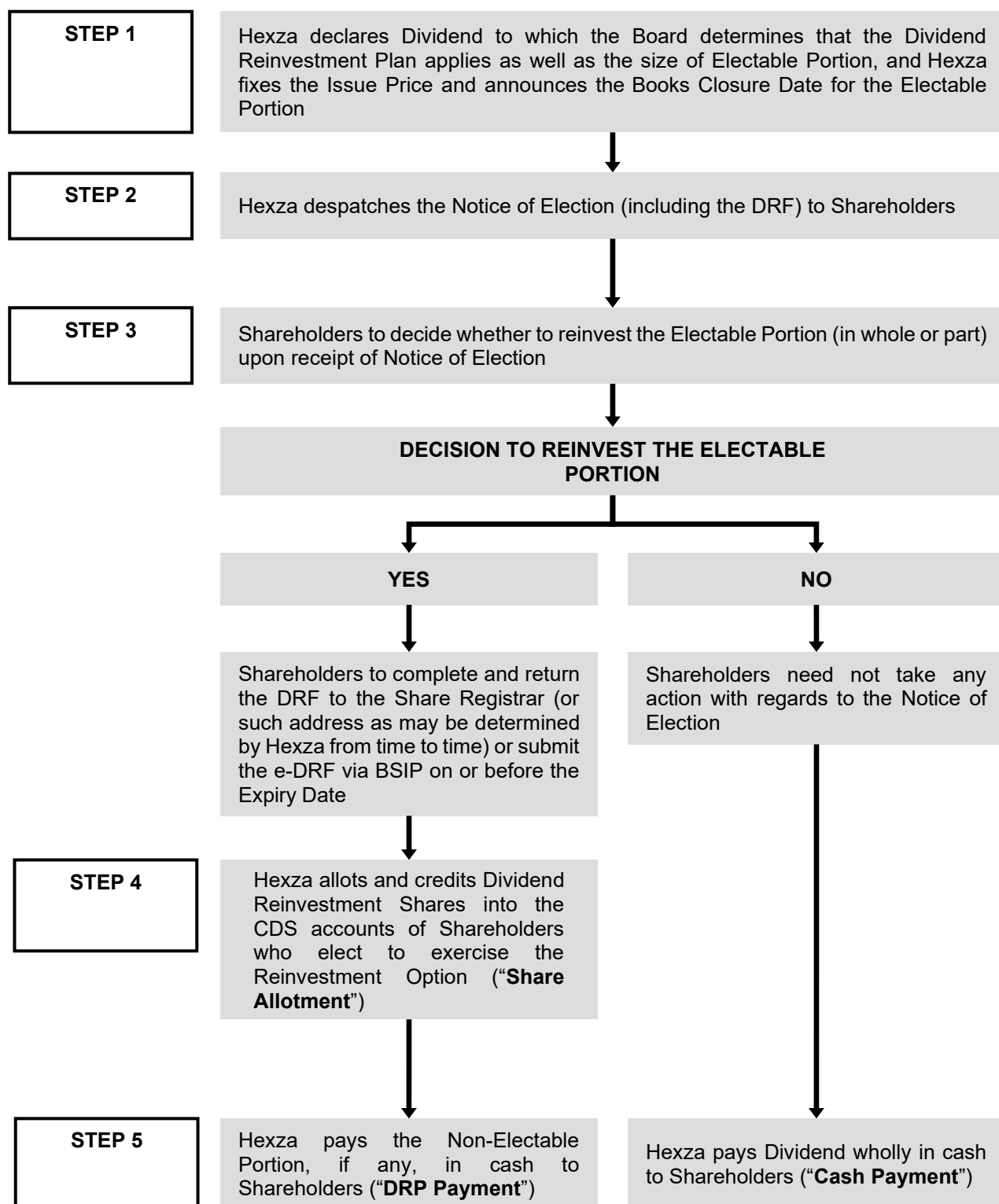
- (i) in exercising the Reinvestment Option, they are at their liberty to reinvest the entire Electable Portion or a part thereof to which a Notice of Election relates; and
- (ii) their rights to exercise the Reinvestment Option is non-transferable.

Shareholders will receive the Electable Portion in cash if they do not expressly elect in writing or by electronic means to exercise the Reinvestment Option by the Expiry Date. As such, Shareholders who wish to reject the Reinvestment Option or to receive their Dividend wholly in cash need not take any action with regards to the Notice of Election.

The percentage shareholding of a Shareholder may be diluted should he/she decides not to exercise his/her Reinvestment Option. However, the extent of the dilution, if any, will depend on the number of Dividend Reinvestment Shares issued by the Company pursuant to the level of the Reinvestment Option exercised by other Shareholders.

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A brief process flow chart in relation to the administration of the Dividend Reinvestment Plan is shown below:-



In respect of Step 4 and Step 5, Shareholders should take note that the Cash Payment, Share Allotment and DRP Payment will occur on the same day, which will be on a date falling within 1 month from the Books Closure Date and in any event, within 3 months from the date of declaration of the Dividend or the date on which the approval is obtained in a general meeting of Hexza, whichever is applicable.

TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT PLAN

1. ESTABLISHMENT

The Dividend Reinvestment Plan has been established by the Board and the administration of the Dividend Reinvestment Plan, including the Reinvestment Option and the Electable Portion shall be determined by the Board at its absolute discretion.

2. DEFINITIONS

In these Terms and Conditions, the following definitions shall apply:-

“Allotment Date”	:	Date of the issuance of Dividend Reinvestment Shares which falls within 8 Market Days from the Expiry Date or such date as may be prescribed by Bursa Securities
“Board”	:	Board of Directors of Hexza
“Books Closure Date”	:	The date as at the close of business on which Shareholders’ names appear in the Record of Depositors of the Company in order to participate in the Dividend Reinvestment Plan applicable to a Dividend
“BSIP”	:	Boardroom Smart Investor Portal website at https://investor.boardroomlimited.com
“Bursa Depository”	:	Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W))
“Bursa Securities”	:	Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W))
“CDS”	:	Central Depository System
“CMSA”	:	Capital Markets and Services Act 2007 and any amendments from time to time
“Control”	:	The acquisition or holding of, or entitlement to exercise or control the exercise of, voting shares or voting rights of more than 33%, or such other amount as may be prescribed in the CMSA and Rules, howsoever effected
“Dividend(s)”	:	Cash dividend(s) declared by the Company whether interim, final, special or any other cash dividend
“Dividend Payment Account”	:	The non-interest bearing account opened by Hexza to facilitate the payment of Dividends
“Dividend Reinvestment Plan”	:	The dividend reinvestment plan that provides Shareholders with the Reinvestment Option in accordance with the Terms and Conditions
“Dividend Reinvestment Share(s)”	:	New Hexza Share(s) to be issued pursuant to the Dividend Reinvestment Plan
“DRF”	:	Dividend Reinvestment Form issued in connection with the Dividend Reinvestment Plan and contained in the Notice of Election
“e-DRF”	:	The electronic DRF available on BSIP

“Electable Portion”	:	The whole or part of the Dividend(s) to which the Board, at its absolute discretion, determines that the Reinvestment Option applies
“Expiry Date”	:	The last day (which has been fixed and announced by the Board and which shall be at least 14 days from the date of Notice of Election is despatched or such date as may be prescribed by Bursa Securities) by which an election to be made by the Shareholders in relation to their Electable Portion must be received by the Share Registrar or at such address as may be determined by the Company from time to time
“Issue Price”	:	The issue price of the Dividend Reinvestment Shares, which has been determined and fixed by the Board on the Price-Fixing Date, which shall be at not more than 10% discount to the 5-day VWAP of Hexza Shares immediately preceding the Price-Fixing Date. The VWAP shall be adjusted ex-dividend before applying the aforementioned discount in fixing the issue price at the material time
“Hexza” or the “Company”	:	Hexza Corporation Berhad (Registration No. 196901000339 (8705-K))
“Hexza Share(s)”	:	Ordinary share(s) in Hexza
“Listing Requirements”	:	Main Market Listing Requirements of Bursa Securities and any amendments from time to time
“Market Day(s)”	:	Any day between Mondays to Fridays (inclusive of both days) which is not a public holiday and on which Bursa Securities is open for the trading of securities
“Non-Electable Portion”	:	The portion of a Dividend, to which the Board, in its absolute discretion, determines that the Reinvestment Option does not apply
“Notice of Election”	:	The notice of election (in such form as the Board may approve) in relation to the Reinvestment Option by which the Shareholders confirm the exercise thereof, which may be completed in writing or electronically on the Share Registrar’s website
“Overseas Shareholder(s)”	:	Shareholder(s) whose address(es) in the Company’s Record of Depositors is/are outside of Malaysia
“Participating Shareholder(s)”	:	Shareholder(s) who elect to exercise the Reinvestment Option pursuant to the Dividend Reinvestment Plan up to the extent of the Electable Portion in respect of his/her holding of Hexza Shares as at each Books Closure Date to which each Notice of Election received by him/her relates
“Price-Fixing Date”	:	The date on which the Board determines and announces the Issue Price, upon procuring all the relevant approvals, either on the same day as or before the announcement of the Books Closure Date in relation to a Dividend to which the Reinvestment Option applies
“Record of Depositors”	:	A record of depositors established by Bursa Depository under the Rules of Bursa Depository
“Registered Participating Shareholder(s)”	:	Shareholder(s) who has successfully registered with BSIP as a user and elected to participate in the Dividend Reinvestment Plan to the extent of the Electable Portion in respect of their shareholdings in Hexza Shares as at the Books Closure Date
“Registered Shareholder(s)”	:	Shareholder(s) who has registered with BSIP as a user

“Reinvestment Option”	:	The option given to the Shareholders pursuant to the Dividend Reinvestment Plan and at the Board’s discretion, to reinvest all or part of the Electable Portion of their Dividend in Dividend Reinvestment Shares
“RM”	:	Ringgit Malaysia being the lawful currency of Malaysia
“Rules on Take-overs”	:	Rules on Take-overs, Mergers and Compulsory Acquisitions issued by the Securities Commission Malaysia and any amendments from time to time
“Shareholder(s)”	:	Shareholder(s) of Hexza
“Share Registrar” or “Boardroom”	:	The share registrar of Hexza, namely Boardroom Share Registrars Sdn Bhd (Registration No.: 199601006647 (378993-D)) or such other person, firm or company as for the time being maintaining the share register of Hexza in Malaysia
“Terms and Conditions”	:	The terms and conditions of the Dividend Reinvestment Plan as may be amended, modified and supplemented from time to time
“VWAP”	:	Volume weighted average market price

3. ELIGIBILITY

All Shareholders are eligible to participate in the Dividend Reinvestment Plan, provided that:-

- (i) such participation will not result in a breach of any restrictions on their holding of Hexza Shares which may be imposed by any contractual obligations, statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities, as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts); and
- (ii) there are no restrictions for such participation as prescribed in the Company’s Constitution.

4. OVERSEAS SHAREHOLDERS

To avoid any violation on the part of Hexza of any securities laws applicable outside Malaysia, the Dividend Reinvestment Plan will only be offered for subscription in Malaysia. No action has been or will be taken to ensure that the Dividend Reinvestment Plan complies with the laws of any countries or jurisdictions other than the laws of Malaysia. Accordingly, documents relating to the Dividend Reinvestment Plan, including the Notice of Election, will not be sent to Overseas Shareholders. No Overseas Shareholder shall have any claim whatsoever against the Company as a result of the documents relating to the Dividend Reinvestment Plan not being sent to such Overseas Shareholder.

Overseas Shareholders who receive or come to have in their possession a Notice of Election and/or any other documents relating to the Dividend Reinvestment Plan may not treat the same as being applicable to them (except where the Notice of Election and/or documents relating to the Dividend Reinvestment Plan have been collected from the Share Registrar in the manner specified below) and are, in any event, advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the Dividend Reinvestment Plan as may be applicable to them.

Overseas Shareholders who wish to participate in the Dividend Reinvestment Plan are advised to provide the Share Registrar with a registered address or a correspondence address in Malaysia not less than 3 Market Days before the relevant Books Closure Date in respect of any particular Dividend to which the Reinvestment Option is made available by the Board.

Alternatively, such Overseas Shareholders may collect their Notice of Election and other documents relating to the Dividend Reinvestment Plan from the Share Registrar's office at 11th Floor, Menara Symphony, No. 5, Jalan Prof Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan.

Overseas Shareholders will be solely responsible for seeking advice as to the laws of any jurisdiction that they may be subjected to, and participation by Overseas Shareholders in the Dividend Reinvestment Plan will be on the basis of a warranty by them that they may lawfully so participate without the Company and its directors, employees and advisers, as well as their relevant representatives being in breach of the laws of any jurisdiction.

Neither the Company, any of its subsidiaries, joint venture or joint operations, their respective directors, officers, employees, advisers, agents, affiliates and representatives and the employees of the advisers, agents, affiliates and representatives nor any other advisers shall accept any responsibility or liability in the event of any participation in the Dividend Reinvestment Plan by an Overseas Shareholder is or shall become illegal, unenforceable, voidable or void in any such countries or jurisdictions.

5. MODE OF ELECTION TO PARTICIPATE

5.1 Submission of the DRF manually

Subsequent to the Books Closure Date, the Company will, at its discretion, send to each Shareholder 1 or more Notice(s) of Election in relation to each CDS account held by the Shareholder. The Notice of Election will state the instructions in respect of the action to be taken by the Shareholders should they wish to exercise their respective Reinvestment Option. The Notice of Election will also state, amongst others, the Expiry Date. For the avoidance of doubt, the Expiry Date shall be at least 14 days from the date the Notice of Election is despatched.

To be effective in respect of any Electable Portion, a Notice of Election must be duly completed and executed by the Shareholder as to the confirmation of his/her election to reinvest the Electable Portion and must be received by the Share Registrar or at such address as may be announced by the Company from time to time, by the Expiry Date.

Shareholders who receive more than 1 Notice of Election and wish to reinvest in Dividend Reinvestment Shares in respect of all or part of his/her entitlement to the Electable Portion arising from his/her entire holding of Hexza Shares must complete all Notices of Election received by him/her and return the completed Notices of Election to the Share Registrar or at such address as may be announced by the Company from time to time, by the Expiry Date. Shareholders who receive more than 1 Notice of Election may elect to reinvest in Dividend Reinvestment Shares in respect of his/her entitlement to which 1 or more Notices of Election relates and may decline to reinvest in Dividend Reinvestment Shares in respect of his/her entitlement to which another or any other Notice of Election relates. Shareholders should note that they are at liberty to decide which particular Notice of Election they wish to elect for the reinvestment in Dividend Reinvestment Shares.

Where any particular Notice of Election is not elected upon, the Dividend relating thereto will be paid in cash by the Company in the usual manner through a Dividend Payment Account.

Notwithstanding the date of receipt of the completed Notice of Election by the Share Registrar or at such address as may be announced by the Company from time to time, in accordance with Paragraph 6.09 of the Listing Requirements, the Allotment Date of the Dividend Reinvestment Shares will take place within 8 Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities, provided that the completed Notice of Election has been received by the Share Registrar or at such address as may be announced by the Company from time to time, by the Expiry Date. A Notice of Election to participate in the Dividend Reinvestment Plan in any other form will not be accepted by the Company.

A Notice of Election in respect of any Electable Portion is irrevocable and shall not be withdrawn or cancelled by the Shareholders (who exercise the Reinvestment Option). The Company has the discretion and right to accept or reject any Notice of Election that is incomplete, contains errors or is otherwise defective. The Company is under no obligation to correct any invalid Notice of Election on behalf of any Shareholder or to provide any reason for rejecting any Notice of Election. Any Notice of Election received after the Expiry Date shall be invalid.

Effective 1 January 2024, the Inland Revenue Board of Malaysia (“IRBM”) has terminated the usage of revenue stamps as a stamping method at all IRBM stamping duty counters and district stamping offices.

In connection thereto, the application and payment of stamp duty of RM10.00 for the Dividend Reinvestment Plan is to be performed online via the IRBM system namely, STAMPS at <https://stamps.hasil.gov.my/stamps/>. Thereafter, a Stamp Certificate will be issued via STAMPS as proof of payment of stamp duty.

PARTICIPATING SHAREHOLDERS WHO ELECT TO PARTICIPATE IN THE DIVIDEND REINVESTMENT PLAN VIA PHYSICAL SUBMISSIONS OF THE COMPLETED HARDCOPY DRF MUST ATTACH A COPY OF THE STAMP CERTIFICATE TO THE COMPLETED DRF BEFORE SUBMITTING THE COMPLETED DRF TO THE SHARE REGISTRAR.

5.2 Submission of the e-DRF via BSIP

Shareholders who wish to exercise their Electable Portion electronically may do so through BSIP at <https://investor.boardroomlimited.com>. To use the electronic services to exercise their Electable Portion, Shareholders are required to do a one-time registration (at no charge) as a user with BSIP. Registered Shareholder(s) will receive electronic notification via e-mail to notify him/her that the Dividend Reinvestment Plan is available for him/her to exercise his/her Electable Portion electronically via BSIP.

Shareholders are advised to read the instructions as well as the terms and conditions of the electronic election before making an election electronically.

Participating Shareholders who wish to opt for electronic election via BSIP shall take note of the following instructions:-

- (i) any e-DRF received by the Share Registrar after the Expiry Date shall be regarded as null and void and of no legal effect unless the Board, in its absolute discretion, determines otherwise and such Shareholder who is entitled to the Dividend based on his/her entitlement on the Books Closure Date, as the case may be, shall be deemed to have elected to receive the Dividend entitlement in cash. An e-DRF, once received by the Share Registrar from the Participating Shareholder, is irrevocable and shall be binding on him/her;
- (ii) Shareholders are required to register as a user with BSIP. Each Registered Shareholder will receive 1 notification to log in to BSIP in relation to all CDS accounts held by him/her. Accordingly, for each CDS account, the Shareholder can elect to exercise the Electable Portion in whole or in part thereof as stipulated in his/her entitlement to the Dividend Reinvestment Plan or if the Registered Shareholder does not so elect, he/she will receive the Dividend entitlement wholly in cash;
- (iii) multiple submissions of DRF in relation to the same CDS account, or those appearing to be, or suspected of being multiple submissions in relation to the same CDS account, may be rejected at the discretion of the Board, and such Registered Shareholder shall be treated as having elected to receive their Electable Portion in cash;

- (iv) any e-DRF submitted via BSIP must be in accordance with the notes and instructions set out in this statement, the Notice of Election, the e-DRF and BSIP. Any e-DRF submitted that does not conform to the terms and conditions of this statement, the Notice of Election, the e-DRF and BSIP or which are illegible may not be accepted at the sole discretion of the Company. The Company reserves the right, in its absolute discretion, to accept or reject any electronic election which is incomplete, incorrectly completed, and/or illegible, and such Shareholder shall be treated as having elected to receive their Electable Portion in cash;
- (v) the maximum number of Dividend Reinvestment Shares available under the Electable Portion set out in the Notice of Election has been computed based on the Shareholder's shareholding as stated in the Record of Depositors as at the Books Closure Date, his/her Dividend entitlement as at the Books Closure Date and the Issue Price. A Participating Shareholder is not allowed to enter a number of Dividend Reinvestment Shares higher than the maximum number of Dividend Reinvestment Shares available under the Electable Portion;
- (vi) a stamp duty of RM10.00 is payable by a Participating Shareholder for each electronic election of Electable Portion. In addition, Participating Shareholders will be required to pay a handling fee of RM5.00 for Individual/Corporate/Institutional Registered Holder/Nominees Registered Holder to the Share Registrar for each e-DRF submitted via BSIP.

The handling fee and stamp duty payment will be made electronically at BSIP during the submission of the e-DRF; and

- (vii) the Dividend Reinvestment Shares arising from the Electable Portion will be issued and credited into the Participating Shareholder's CDS account as stated in the Record of Depositors as at the Books Closure Date.

The procedures to exercise the Electable Portion electronically and submit the e-DRF via BSIP are set out below:-

(i) Sign up as a user of BSIP

Individual Shareholder

- (a) Access BSIP at <https://investor.boardroomlimited.com>.
- (b) From the BSIP webpage, select "**Register**" to sign up as an "**Individual Shareholder**" for BSIP.
- (c) In the registration page, fill in all necessary and required information. Upload and attach your National Registration Identity Card (NRIC) front and back image. After entering all necessary information, click "**Register**".
- (d) You will receive an e-mail from BSIP for e-mail address verification. Click on "**Verify E-mail Address**" from the e-mail received to proceed with the registration.
- (e) Once your email address is verified, you will be re-directed to BSIP for verification of your mobile phone number. Click on "**Request OTP Code**" and an One-time Password (OTP) code will be sent to your registered mobile number. You will need to enter the OTP code and click "**Enter**" to complete the process.
- (f) Once your mobile phone number is verified, registration of your new BSIP account will be pending for final verification.
- (g) An e-mail will be sent to you to inform the approval of your BSIP account within 3 business days. Subsequently, you will be able to login at <https://investor.boardroomlimited.com> with the e-mail address and password filled up by you during registration.

Corporate / Institutional Registered Holder/ Nominees Registered Holder

- (a) Access BSIP at <https://investor.boardroomlimited.com>.
- (b) From the BSIP webpage, select “**Register**” to sign up as a “**Corporate Holder**” for BSIP.
- (c) In the registration page, fill in all necessary and required information. Upload and attach the front and back image of your corporate representative’s NRIC.
- (d) Complete your registration by uploading the relevant supporting document(s) (if any) in the “Authorisation Letter” section and clicking on “**Register**”.
- (e) Your corporate representative will receive an e-mail from BSIP for e-mail address verification. Click on “**Verify E-mail Address**” from the e-mail received to proceed with the registration.
- (f) Once your corporate representative’s email address is verified, you will be re- directed to BSIP for verification of your mobile phone number. Click on “**Request OTP Code**” and an OTP code will be sent to your registered mobile number. You will need to enter the OTP code and click “**Enter**” to complete the process.
- (g) Once your mobile phone number is verified, registration of your new BSIP account will be pending for final verification.
- (h) An e-mail will be sent to you to inform the approval of your BSIP account within 3 business days. Subsequently, you can login at <https://investor.boardroomlimited.com> with the e-mail address and password filled up by you during registration.

(ii) Procedures to exercise the Electable Portion

Individual/ Corporate/ Institutional Registered Shareholder

- (a) Login to BSIP at <https://investor.boardroomlimited.com>.
- (b) Select the “**Corporate Exercise**” name and click “**Enter**” on “**HEXZA CORPORATION BERHAD – DIVIDEND REINVESTMENT PLAN**” from the table.
- (c) Go to your CDS Account and click “**Select**”.
- (d) Read and agree to the terms and conditions and declaration and click “**Next**”.
- (e) Review your information, insert your election amount and click “**Proceed To Payment Summary**”.
- (f) Review the Registered Shareholder’s election and click “**Confirm**”.
- (g) Review the payment of stamp duty of **RM10.00** and handling fee of **RM5.00** for each e-DRF.
- (h) Review the payment summary information and click “**Confirm & Proceed To Pay**” to proceed with the submission.
- (i) Once re-directed to the payment gateway, proceed to select your online banking service. You will need to login to your online bank account and proceed to complete the required payment.
- (j) Once you have completed the payment, click “**Back to Merchant Page**” and you will be re-directed back to BSIP.
- (k) You may print or download the submission report for your record.

Nominees Registered Shareholder

- (a) Login to BSIP at <https://investor.boardroomlimited.com>.
- (b) Select “**Corporate Exercise**” and click “Enter” on “**HEXZA CORPORATION BERHAD - DIVIDEND REINVESTMENT PLAN**” from the table.
- (c) Select “**Submit DRP Forms**”.
- (d) Read and agree to the “**Terms & Conditions and Declaration**” and click “**Next**”.
- (e) Proceed to download the entitlement file.
- (f) Review the respective CDS account details and its Electable Portion, then fill up the number of share reinvestment.
- (g) Select the file to upload and click “**Submit**”.
- (h) Review your information, insert your election amount and click “**Proceed To Payment Summary**”.
- (i) Review the payment of handling fee of RM5.00 for each e-DRF.
- (j) Review the payment summary information and click “**Confirm & Proceed To Pay**” to proceed with the submission.
- (k) Once re-directed to the payment gateway, proceed to select your online banking service. You will need to login to your online bank account and proceed to complete the required payment.
- (l) Once you have completed the payment, click “**Back to Merchant Page**” and you will be re-directed back to BSIP.
- (m) You may print or download the submission report for your record.

The online election made via BSIP shall be made based on and subject to the Terms and Conditions and those set out below:-

- (i) by electing to submit the e-DRF, the Registered Participating Shareholder, if successful, requests and authorises Bursa Depository to credit the Dividend Reinvestment Shares allotted and issued to the Participating Shareholder into his/her CDS account as stated in the Record of Depositors of the Company as at the Books Closure Date;
- (ii) this Dividend Reinvestment Plan Statement, the Dividend Reinvestment Plan and the Terms and Conditions shall be governed by, and construed in accordance with the laws of Malaysia. Registered Participating Shareholders shall be deemed to have irrevocably and unconditionally submitted to the exclusive jurisdiction of the Malaysian Courts in respect of any matters in connection with the Dividend Reinvestment Plan;
- (iii) the Registered Participating Shareholders’ confirmation on the number of Dividend Reinvestment Shares elected for under the Reinvestment Option shall signify, and be treated as the Registered Participating Shareholders’ acceptance of the Dividend Reinvestment Shares made available to them in respect of their Electable Portion;

- (iv) the Registered Participating Shareholder acknowledges that his/her election made via BSIP is subject to the risks of electrical, electronic, technical, transmission, communication and computer-related faults and breakdowns, fires and other events beyond the control of the Company and the Share Registrar, and the Registered Participating Shareholder irrevocably agrees that if the Company or the Share Registrar does not receive the Registered Participating Shareholder's e-DRF submitted via BSIP or data relating to his/her elections are wholly or partially lost, corrupted or inaccessible, or not transmitted or communicated to the Company or the Share Registrar by the Expiry Date, the Registered Participating Shareholder shall be deemed not to have made an election and he/she shall not make any claim whatsoever against the Company and the Share Registrar for the Dividend Reinvestment Shares subscribed for or for any compensation, loss or damage relating to the subscription of the Dividend Reinvestment Shares;
- (v) all of the Registered Participating Shareholder's particulars including his/her nationality and place of residence, in the records of the relevant internet participating financial institution at the time of his/her submission of the e-DRF via BSIP shall be true and correct, and the Company, Share Registrar, authorised financial institution and Bursa Depository shall be entitled to rely on the accuracy thereof;
- (vi) the Registered Participating Shareholder must inform Bursa Depository promptly of any change in his/her correspondence address, failing which the notice of allotment will be sent to his/her address last maintained with Bursa Depository;
- (vii) the election to reinvest the Electable Portion will not be successfully completed and cannot be recorded as a completed transaction at the screen of BSIP unless the Registered Participating Shareholder completes all the steps required. By doing so, the Registered Participating Shareholder shall be deemed to have confirmed agreement and compliance to all the terms and conditions of BSIP; and
- (viii) by submitting an e-DRF via BSIP, the Registered Participating Shareholder agrees that:-
 - (a) in consideration of the Company agreeing to allow and accept the Participating Shareholder's submission of an e-DRF via BSIP, his/her e-DRF submission is irrevocable and cannot be subsequently withdrawn or cancelled;
 - (b) the Company or the Share Registrar shall not be liable for any delays, failures or inaccuracies in the processing of data relating to his/her e-DRF due to a breakdown or failure of transmission or communication facilities, or due to any cause beyond the control of the Company or the Share Registrar;
 - (c) in relation to any legal action, proceedings or dispute arising out of or in relation with the contract between the parties and/or BSIP and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that the Participating Shareholder irrevocably submits to the exclusive jurisdiction of the Malaysian Courts;
 - (d) the Share Registrar, with the authority of the Company, reserves the right to reject any e-DRF which does not conform to these instructions;
 - (e) any e-DRF submitted via BSIP that does not comply with the Terms and Conditions shall be treated as invalid;
 - (f) if the Registered Participating Shareholder fails to meet or comply with the Terms and Conditions stipulated herein or fails to provide the information required accurately, the Company and/or Share Registrar has the absolute right to reject the Registered Participating Shareholder's e-DRF submitted;
 - (g) in the event the Company and/or the Share Registrar rejects any e-DRF or exercises their discretion to accept any e-DRF submitted notwithstanding the non-compliance with any or all of the Terms and Conditions, the Company and/or Share Registrar shall be absolved from any or all forms of liabilities, losses, damages, costs and claims that may be incurred or suffered by them as a result thereof;

- (h) the Company and/or Share Registrar reserves the right to accept or reject any e-DRF submitted via BSIP, in whole or in part, without assigning any reason therefor;
- (i) any invalid or rejected e-DRF shall be treated as having elected to receive the Electable Portion in cash;
- (j) the Company has not provided the Registered Participating Shareholders with investment advice or any other advice; and
- (k) any e-DRF submitted via BSIP received by the Share Registrar after the Expiry Date shall be regarded as null and void and of no legal effect unless the Board at their sole discretion determine otherwise and such Registered Participating Shareholder shall be deemed to have elected to receive his/her Electable Portion in cash.

Hexza will, within 8 Market Days from the Expiry Date or such other period as may be prescribed by Bursa Securities, allot and issue the Dividend Reinvestment Shares and despatch the notices of allotment to the Shareholders who had elected to exercise the Reinvestment Option.

Concurrently, on the Allotment Date (which will be on a date falling within 1 month from the Books Closure Date and in any event, within 3 months from the date of declaration of the Dividend or the date on which the approval for the Dividend is obtained in a general meeting of Hexza, whichever is applicable), the Non-Electable Portion and the balance of the Electable Portion not reinvested will be paid in cash to the respective Shareholders in the usual manner through a Dividend Payment Account, where applicable.

An announcement will be made on the listing of and quotation for the Dividend Reinvestment Shares to be issued pursuant to the Dividend Reinvestment Plan on the Main Market of Bursa Securities.

Shareholders will receive the Electable Portion in cash if they do not expressly elect in writing or by electronic means to exercise the Reinvestment Option in accordance with the instructions set out in the Notice of Election by the Expiry Date. As such, Shareholders who wish to reject the Reinvestment Option or to receive their Dividend wholly in cash need not take any action with regards to the Notice of Election.

6. EXTENT OF APPLICATION OF DIVIDEND REINVESTMENT PLAN TO EACH ELECTABLE PORTION

In relation to any Dividend declared, the Board may, at its absolute discretion, determine in respect of any Dividend, whether the Dividend Reinvestment Plan shall apply and if so, whether the Electable Portion is for the whole or a portion of the Dividend. If, in its absolute discretion, the Board has not determined that the Dividend Reinvestment Plan is to apply to a particular Dividend, such Dividend shall be paid in cash to the Shareholders in the usual manner through a Dividend Payment Account.

7. DIVIDEND REINVESTMENT SHARE ENTITLEMENT

Maximum Dividend Reinvestment Share entitlement

By electing to participate in the Dividend Reinvestment Plan in respect of any Notice of Election received by him/her, a Participating Shareholder elects to reinvest the whole or part of the Electable Portion, to which such Notice of Election relates, in Dividend Reinvestment Shares.

In respect of any Electable Portion, the number of Dividend Reinvestment Shares to be allotted and issued to the Participating Shareholder electing to reinvest the whole or, if applicable, part of the Electable Portion in Dividend Reinvestment Shares in respect of a Notice of Election shall be calculated in accordance with the following formula:-

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

where:-

- N : is the maximum number of Dividend Reinvestment Shares to be allotted and issued as fully paid-up to the Participating Shareholder in respect of such Notice of Election
- S : is the number of Hexza Shares held by the Participating Shareholder as at the Books Closure Date to which a Notice of Election relates
- D : is the Electable Portion or part thereof (after deduction of applicable income tax)
- V : is the Issue Price

Any fractional entitlement of Dividend Reinvestment Shares computed in accordance with the above formula will not be allotted and will be paid in cash to the Shareholder (who exercises the Reinvestment Option) in the usual manner through a Dividend Payment Account.

The percentage shareholding of a Shareholder in Hexza may be diluted should he/she decide not to exercise his/her Reinvestment Option. However, the extent of the dilution, if any, will depend on the number of Dividend Reinvestment Shares issued by Hexza pursuant to the exercise level of the Reinvestment Option by the other Shareholders, which cannot be ascertained at this juncture.

Balance of the Electable Portion

In respect of any Electable Portion, the balance of the Electable Portion in respect of a Notice of Election which is not reinvested in Dividend Reinvestment Shares and/or fractional entitlements of Dividend Reinvestment Shares and/or amounts yielding odd lots in relation to the Electable Portion under the Dividend Reinvestment Plan, whichever is applicable, of which will be paid to the Participating Shareholder in cash in the usual manner ("**Balance of the Electable Portion**") shall be calculated in accordance with the following formula:-

$$B = (S \times D) - (A \times V)$$

where:-

- B : is the Balance of the Electable Portion to which such Notice of Election relates
- S : is the number of Hexza Shares held by the Participating Shareholder as at the Books Closure Date to which a Notice of Election relates
- D : is the Electable Portion or part thereof (after deduction of applicable income tax)
- A : is the number of Dividend Reinvestment Shares that the Participating Shareholder elects to subscribe for in respect of the Electable Portion to which such Notice of Election relates
- V : is the Issue Price

The Balance of the Electable Portion will be paid to the Participating Shareholders in cash in the usual manner through a Dividend Payment Account.

8. TERMS OF ALLOTMENT

The maximum number of Dividend Reinvestment Shares to be issued under the Dividend Reinvestment Plan will depend on, amongst others:-

- (i) the quantum of the Dividend;
- (ii) the Board's decision on the proportion/ size of the Electable Portion;
- (iii) the number of Shareholders who elect to exercise the Reinvestment Option and the extent of their election;

- (iv) the Issue Price; and
- (v) any necessary downward adjustment by the Board to the final number of Dividend Reinvestment Shares to be allotted and issued to any of the Shareholders as referred to in **Section 14** of this statement.

On 29 August 2025, the Board had declared a single-tier final dividend of RM0.05 per Hexza Share held in respect of the financial year ended 30 June 2025 ("**2025 Final Dividend**"). On 11 September 2025, the Board had determined that the Dividend Reinvestment Plan shall apply to the entire 2025 Final Dividend ("**First DRP**").

Subsequently, on 24 November 2025, the Board had announced that the Issue Price of each Dividend Reinvestment Share arising from the First DRP is fixed at RM0.755 per Dividend Reinvestment Share.

Pursuant to the First DRP, in the event that all shareholders of Hexza elect to reinvest their entire Electable Portion in Dividend Reinvestment Shares, a total of 13,270,201 Dividend Reinvestment Shares will be issued, representing approximately 6.62% of the total issued Hexza Shares as at the Books Closure Date.

Unless the Board otherwise determines, all Dividend Reinvestment Shares allotted under the Dividend Reinvestment Plan will be issued as fully paid-up. All such Dividend Reinvestment Shares shall upon allotment and issuance, rank equally in all respects with the existing Hexza Shares, save and except that the holders of Dividend Reinvestment Shares will not be entitled to any dividends, rights, allotments and/or any other forms of distributions that may be declared, made or paid prior to the date of allotment and issuance of the Dividend Reinvestment Shares.

It should be noted that since fractional Dividend Reinvestment Shares will not be allotted, Participating Shareholders shall receive any amount of the Dividend payment that is insufficient for the issuance of 1 Dividend Reinvestment Share, in cash, in the usual manner through a Dividend Payment Account.

As the Dividend Reinvestment Shares to be issued pursuant to the Dividend Reinvestment Plan are prescribed securities, the Dividend Reinvestment Shares will be credited directly into the respective CDS account(s) of Participating Shareholders and no physical share certificates will be issued.

9. ODD LOTS

Participating Shareholders may be allotted Dividend Reinvestment Shares in odd lots depending on his/her entitlement of Dividend Reinvestment Shares. Shareholders who receive odd lots of Dividend Reinvestment Shares and who wish to trade such odd lots may do so via the odd lots market of Bursa Securities, which allows the trading of odd lots with a minimum of 1 Hexza Share.

Participating Shareholder who does not wish to receive Dividend Reinvestment Shares in odd lots may round down the number of Dividend Reinvestment Shares elected such that he/she will receive Dividend Reinvestment Shares in multiples of, and not less than 100 Dividend Reinvestment Shares. Where a Participating Shareholder's entitlement of Dividend Reinvestment Shares is less than 100 Shares, the Participating Shareholder can elect to receive his/her entire Dividend entitlement in cash in the usual manner through a Dividend Payment Account or Dividend Reinvestment Shares in odd lots.

Fractional Dividend Reinvestment Shares will not be allotted. Any amount of a Dividend payment that is insufficient for the issuance of 1 Dividend Reinvestment Share will be received in cash by the Participating Shareholders in the usual manner through a Dividend Payment Account together with the Non-Electable Portion (if any).

10. COST TO THE SHAREHOLDERS WHO PARTICIPATE IN THE DIVIDEND REINVESTMENT PLAN

There are no brokerage fees and other related transaction costs payable by the Participating Shareholders on the Dividend Reinvestment Shares allotted, unless otherwise provided by any statute, law or regulation. However, the Participating Shareholders are required to pay RM10.00 for stamp duty, and in respect of the submission of each DRF or e-DRF, a handling fee is chargeable by the Share Registrar.

11. CANCELLATION OF APPLICATION OF THE DIVIDEND REINVESTMENT PLAN

Notwithstanding any other provisions, the Terms and Conditions of the Dividend Reinvestment Plan set out herein and irrespective of whether an election to exercise the Reinvestment Option has been made, if at any time after the Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend and before the allotment and issuance of Dividend Reinvestment Shares in respect of the Electable Portion reinvested, the Board considers that by reason of any event or circumstance (whether arising before or after such determination) it is no longer expedient or appropriate to implement the Dividend Reinvestment Plan in respect of the Electable Portion, the Board may, at its absolute discretion and as it deems fit and in the best interest of the Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Plan to the Electable Portion subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, the Electable Portion shall be received in cash by the Shareholders in the usual manner through a Dividend Payment Account.

12. MODIFICATION, SUSPENSION AND TERMINATION OF THE DIVIDEND REINVESTMENT PLAN

Subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be, the Dividend Reinvestment Plan (including the Terms and Conditions) may be modified, suspended (in whole or in part) or terminated at any time by the Board as it deems fit or expedient by giving notice to Shareholders in such manner as it deems fit notwithstanding any other provisions, Terms and Conditions of the Dividend Reinvestment Plan or otherwise and irrespective of whether an election to exercise the Reinvestment Option has been made.

In the case of a suspension, the Dividend Reinvestment Plan will be suspended in whole or in part, as the case may be, until such time as the Board resolves to recommence or terminate the Dividend Reinvestment Plan in such manner as the Board deems fit. If the Dividend Reinvestment Plan is recommenced, Participating Shareholders' Notices of Election confirming their participation under the previously suspended Dividend Reinvestment Plan will be valid and have full force and effect in accordance with these Terms and Conditions and any directions and terms and conditions to Shareholders for such commencement of the Dividend Reinvestment Plan which may be notified to all Shareholders.

13. GENERAL ADMINISTRATION OF THE DIVIDEND REINVESTMENT PLAN

The Board may implement the Dividend Reinvestment Plan in the manner as it may deem fit at its absolute discretion. The Board has the power to:-

- (i) determine procedures, rules and regulations for the administration of the Dividend Reinvestment Plan which are consistent with these Terms and Conditions, as may be amended or modified from time to time;
- (ii) settle in such manner as it thinks fit, any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the Dividend Reinvestment Plan) which may arise in connection with the Dividend Reinvestment Plan, whether generally or in relation to any Participating Shareholder or any Hexza Share and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates without giving any reasons for its determination;

- (iii) delegate to any 1 or more persons, for such period and on such conditions as the Board may determine, the exercise of any of its powers or discretion under or in respect of the Dividend Reinvestment Plan and references to a decision, opinion or determination of the Board include a reference to the decision, opinion or determination of the person or persons to whom the Board has delegated its authority to, for the purposes of administering the Dividend Reinvestment Plan; and
- (iv) waive strict compliance by the Company or any Shareholder with any of these Terms and Conditions.

Any matter to be decided, determined, fixed, resolved or waived by the Board in respect of the Dividend Reinvestment Plan, shall be decided, determined, fixed and resolved or waived by the Board at its absolute discretion as it deems fit without assigning any reason.

14. IMPLICATIONS OF THE RULES AND OTHER SHAREHOLDING LIMITS

14.1 Implications of the Rules on Take-overs

Under Paragraph 4.01, Part B of the Rules on Take-overs and Sections 217 and 218 of the Capital Markets and Services Act 2007, a Shareholder may be under an obligation to extend a take-over offer for the remaining Hexza Shares not already owned by him/her and persons acting in concert with him/her (collectively, the “**Affected Party**”), if by participating in the Dividend Reinvestment Plan for the reinvestment of the Electable Portion:-

- (i) the Affected Party has obtained control via the acquisition or holding of, or entitlement to exercise or control the exercise of voting shares or voting rights of 33% or more of the Company or such other amount as may be prescribed in the Rules on Take-overs, however effected; or
- (ii) the Affected Party have acquired more than 2% of the voting shares or voting rights of the Company in any 6-month period, and the Affected Party holds more than 33% but not more than 50% of the voting shares or voting rights of the Company during the said 6-month period.

Thereafter, in the event an obligation to undertake a mandatory offer is expected to arise resulting from a Shareholder’s participation in the Dividend Reinvestment Plan, the Affected Party may wish to consult their professional advisers in relation to:-

- (i) any obligation to make a take-over offer under the Rules on Take-overs as a result of any subscription of Dividend Reinvestment Shares through his/her participation in the Dividend Reinvestment Plan; and
- (ii) whether or not to make an application to the Securities Commission Malaysia to obtain an exemption from undertaking a mandatory offer pursuant to the Rules on Take-overs prior to exercising his/her Reinvestment Option.

The statements herein do not purport to be a comprehensive or exhaustive description of all relevant provisions of, or all implications that may arise under the Rules on Take-overs or other relevant legislations or regulations. Shareholders who are in doubt as to whether they would incur any obligation to make a take-over offer under the Rules on Take-overs as a result of any subscription of Dividend Reinvestment Shares through their participation in the Dividend Reinvestment Plan are advised to consult their professional advisers at the earliest opportunity.

14.2 Other shareholding limits

Shareholders are responsible for ensuring that their participation in the Dividend Reinvestment Plan will not result in a breach of any restrictions applicable to their holding of Hexza Shares which may be imposed by any contractual obligations, statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities, as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts).

In view of the shareholding limit referred to above, notwithstanding the proportion of Electable Portion which may be determined by the Board to be reinvested, the Board shall be entitled but not obligated to reduce or limit the number of Dividend Reinvestment Shares to be issued to any Shareholder should the Board be aware or be informed in writing of any expected breach of such shareholding limits as a result of the exercise of the Reinvestment Option by such Shareholder, in which case the Board reserves the right to pay the remaining portion of the Electable Portion in cash.

15. DISCLAIMER

Notwithstanding anything to the contrary, the Board and the Company including any of its subsidiaries, joint venture and joint operations and its respective directors, officers, employees, advisers, agents, affiliates and representatives and the employees of the advisers, agents, affiliates and representatives, shall not, under any circumstance, be held liable for any damages, cost, loss and expense whatsoever and howsoever arising /incurred/ suffered by any person including any Shareholder arising out of or in connection with the Dividend Reinvestment Plan including (but not limited to):-

- (i) any obligation of any Shareholder to undertake a mandatory offer as a result of the Dividend Reinvestment Plan;
- (ii) a breach of any restrictions on any Shareholder's holding of Hexza Shares which may be imposed by the Shareholder's contractual obligations, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities; and
- (iii) any losses suffered by any Shareholders due to changes in the share prices of Hexza Shares or the quantum of future Dividends after the implementation of the Dividend Reinvestment Plan.

16. GOVERNING LAW

This Dividend Reinvestment Plan Statement, the Terms and Conditions and the Dividend Reinvestment Plan shall be governed by, and construed in accordance with the laws of Malaysia.

17. NOTICES AND STATEMENTS

Unless otherwise provided in these Terms and Conditions, any notices, documents and statements required to be given by the Company to a Participating Shareholder shall be given in accordance with the applicable provisions of the Company's Constitution.