

**THIS CIRCULAR TO SHAREHOLDERS OF CAPE EMS BERHAD (“CAPE” OR THE “COMPANY”) 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 advisers immediately.

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**CAPE EMS BERHAD**  
(Registration No. 199901026859 (501759-M))  
(Incorporated in Malaysia)

**CIRCULAR TO SHAREHOLDERS IN RELATION TO THE**

**PROPOSED ESTABLISHMENT OF A SHARE ISSUANCE SCHEME OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES IN CAPE (EXCLUDING TREASURY SHARES, IF ANY) TO THE ELIGIBLE DIRECTORS AND ELIGIBLE EMPLOYEES OF CAPE AND ITS SUBSIDIARIES (“PROPOSED SIS”)**

**AND**

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

**Principal Adviser**



AN UNWAVERING COMMITMENT

**TA SECURITIES HOLDINGS BERHAD**  
(Registration No. 197301001467 (14948-M))  
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Extraordinary General Meeting of the Company (“EGM”) will be held at The Sun Meeting Room at Rooftop, PLO 227A, Jalan Cyber 1A, Kawasan Perindustrian Senai III, 81400 Senai, Johor Darul Ta’zim on Friday, 1 August 2025 at 11.00 a.m. or at any adjournment thereof. The Notice of EGM together with the Form of Proxy and this Circular are available at the Company’s website at [www.cape-group.com.my](http://www.cape-group.com.my).

If you are unable to participate in the EGM and wish to appoint proxy(ies) instead, the appointment of proxy(ies) must be deposited at the Company’s Share Registrar’s office at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia or electronically lodged via facsimile to 03-2094 9940/ 03-2095 0292 or by email to [info@sshsb.com.my](mailto:info@sshsb.com.my) not less than forty-eight (48) hours before the date and time for holding the EGM indicated below. The completion and lodging of the Form of Proxy will not preclude a shareholder from attending and voting at the EGM should the shareholder subsequently wish to do so and in such an event, your Form of Proxy shall be deemed to have been revoked.

Last date and time for lodging the Form of Proxy : Wednesday, 30 July 2025 at 11.00 a.m.  
Date and time of the EGM : Friday, 1 August 2025 at 11.00 a.m.

This Circular is dated 17 July 2025

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## DEFINITIONS

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

<b>Act</b>	: Companies Act 2016, as amended from time to time including any re-enactment thereof
<b>Board</b>	: The Board of Directors of Cape
<b>Bursa Depository</b>	: Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W))
<b>Bursa Securities</b>	: Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W))
<b>By-Laws</b>	: By-laws governing the SIS, as amended, modified and supplemented from time to time in accordance with the provisions of the By-laws
<b>Cape or the Company</b>	: Cape EMS Berhad (Registration No. 199901026859 (501759-M))
<b>Cape Group or the Group</b>	: Collectively, the Company and its subsidiaries
<b>Cape Shares or the Shares</b>	: Ordinary shares in Cape
<b>Circular</b>	: This circular to Shareholders in relation to the Proposed SIS
<b>Date of Offer</b>	: The date of the letter in which an Offer is made by the SIS Committee to the Eligible Persons to participate in the SIS
<b>Directors</b>	: Directors of the Company for the time being and shall have the meaning ascribed to it in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007 and Director shall be construed accordingly
<b>Effective Date</b>	: The date on which the SIS shall take effect, following full compliance with all relevant requirements prescribed under the Listing Requirements
<b>EGM</b>	: Extraordinary general meeting of the Company
<b>Eligible Directors</b>	: Directors (including executive and non-executive Directors, independent or otherwise) of the Group who fulfil the eligibility criteria for participation in the SIS as set out in the By-Laws
<b>Eligible Employees</b>	: Employees of the Group who fulfil the eligibility criteria for participation in the SIS as set out in the By-Laws
<b>Eligible Persons</b>	: Collectively, the Eligible Directors and the Eligible Employees
<b>Exercise Price</b>	: The price at which a Grantee shall be entitled to subscribe for each new Share upon the exercise of the SIS Options, as specified in the Offer and as may be adjusted in accordance with the provisions of the By-Laws
<b>EPS</b>	: Earnings per Share
<b>FPE</b>	: Financial period ended
<b>FYE</b>	: Financial year ended / ending, as the case may be

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## DEFINITIONS

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<b>Grantee</b>	:	An Eligible Person who has accepted an Offer in the manner provided in the By-Laws
<b>Listing Requirements</b>	:	Main Market Listing Requirements of Bursa Securities
<b>LPD</b>	:	23 June 2025, being the latest practicable date prior to the printing of this Circular
<b>Maximum Shares</b>	:	Maximum number of Shares that may be granted under the SIS and shall not in aggregate exceed 15% of the total number of issued Shares (excluding treasury shares, if any) at any point in time during the duration of the SIS
<b>NA</b>	:	Net assets
<b>Offer</b>	:	Written offer of SIS Options at the discretion of the SIS Committee, to an Eligible Person from time to time within the duration of the SIS
<b>Proposed SIS</b>	:	Proposed establishment of a share issuance scheme of up to 15% of the total number of issued Shares (excluding treasury shares, if any) to the Eligible Persons
<b>Record Depositors</b>	<b>of</b> :	A record of securities holders established by Bursa Depository under the Rules of Bursa Depository as issued pursuant to the Securities Industry (Central Depositories) Act, 1991, including the Securities Industry (Central Depositories) Amendment Act, 1998
<b>RM and sen</b>	:	Ringgit Malaysia and sen respectively
<b>Shareholders</b>	:	Registered holders of Cape Shares
<b>SIS</b>	:	Share issuance scheme for the granting of the SIS Options to the Eligible Persons to subscribe for new Shares upon the terms as set out in the By-Laws, such scheme to be known as "Employees' Share Issuance Scheme"
<b>SIS Committee</b>	:	The committee appointed and authorised by the Board from time to time to administer the SIS in accordance with the By-Laws, comprising such number of Directors and/or other persons identified and appointed from time to time by the Board
<b>SIS Options</b>	:	The right of a Grantee to subscribe for new Shares, during the SIS Option Period, at the Exercise Price pursuant to an Offer duly accepted by the Grantee
<b>SIS Option Period</b>	:	The period commencing from the Effective Date and expiring on (i) the last day of the duration of the SIS, or (ii) such other date as stipulated by the SIS Committee in the Offer, or (iii) on the date of termination or expiry of the SIS as provided in the By-Laws
<b>TA Securities or the Principal Adviser</b>	:	TA Securities Holdings Berhad (Registration No. 197301001467 (14948-M))
<b>VWAP</b>	:	Volume weighted average price

All references to "you" in this Circular are to the Shareholders.

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## DEFINITIONS

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In this Circular, words referring to the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. References to persons shall include corporations, 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 time and date in this Circular shall be a reference to Malaysian time and date, unless otherwise stated. Any discrepancies in the tables between the actual figures, amounts stated and the totals in this Circular are, unless otherwise explained, due to rounding.

Certain statements in this Circular may be forward-looking in nature, which are subject to uncertainties and contingencies. Forward-looking statements may contain estimates and assumptions made by the Board after due enquiry, which are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the anticipated results, performance or achievements expressed or implied in such forward-looking statements. In light of these and other uncertainties, the inclusion of a forward-looking statement in this Circular should not be regarded as a representation or warranty that the Company's plans and objectives will be achieved.

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## EXECUTIVE SUMMARY

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This Executive Summary of the Proposed SIS only highlights the key information from other parts of the Circular. It does not contain all the information that may be important to you. You should read and understand the contents of the whole Circular for further details before voting at the EGM.

Summary
<p><b><u>Summary of the Proposed SIS</u></b></p> <p>Establishment of a SIS of up to 15% of the total number of issued Shares (excluding treasury shares, if any) to the Eligible Persons.</p> <p>Please refer to <b>Section 2</b> of this Circular for further information.</p>
<p><b><u>Utilisation of proceeds</u></b></p> <p>The proceeds arising from the exercise of the SIS Options will depend on, among others, the number of SIS Options granted and exercised at the relevant point in time as well as the Exercise Price. As such, the actual amount of proceeds arising from the exercise of the SIS Options as well as the timeframe for the utilisation of proceeds could not be determined at this juncture.</p> <p>Please refer to <b>Section 3</b> of this Circular for further information.</p>
<p><b><u>Rationale for the Proposed SIS</u></b></p> <p>To achieve the following objectives:</p> <ul style="list-style-type: none"><li>(i) drive and motivate the Eligible Persons to work towards achieving the Group's goals and objectives;</li><li>(ii) reward the Eligible Persons in recognition of their contribution to the operations and continued growth of the Group;</li><li>(iii) retain the Eligible Persons by giving them a sense of ownership, loyalty and belonging to the Group by enabling them to participate directly in the equity of the Company;</li><li>(iv) align the interests of the Eligible Persons with the interests of the Shareholders by providing an incentive for the Eligible Persons to participate in the future growth of the Group and motivating them towards achieving better performance; and</li><li>(v) attract and retain high-calibre Eligible Persons.</li></ul> <p>Please refer to <b>Section 4</b> of this Circular for further information.</p>
<p><b><u>Approvals required</u></b></p> <ul style="list-style-type: none"><li>(i) Bursa Securities for the listing and quotation of up to 15% of the total number of issued Shares to be issued under the Proposed SIS on the Main Market of Bursa Securities;</li><li>(ii) approvals of Shareholders at the forthcoming EGM; and</li><li>(iii) approvals / consents from any other relevant parties / authorities, if required.</li></ul> <p>The approval of Bursa Securities was obtained on 10 July 2025. Please refer to <b>Section 7</b> of this Circular for further information.</p>

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## EXECUTIVE SUMMARY

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### Summary

#### **Interests of Directors, major Shareholders, chief executive and/or persons connected with them**

All the Directors and chief executive are deemed interested in the Proposed SIS by virtue of their eligibility for the Proposed SIS in their capacity as Directors or chief executive and in respect of their specific allocations as well as allocations to persons connected with them under the Proposed SIS.

Each of the Directors and chief executive will abstain from voting, in respect of their direct and/or indirect shareholdings in the Company, if any, on the resolutions pertaining to their respective allocation of the Proposed SIS as well as the allocations to any persons connected with them under the Proposed SIS at the forthcoming EGM.

Each of the Directors and chief executive will ensure that persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings, if any, on the resolutions pertaining to their respective allocation of the Proposed SIS as well as the allocations to any persons connected with them (if any) under the Proposed SIS at the forthcoming EGM.

Please refer to **Section 9** of this Circular for further information.

#### **Board's Recommendation**

The Board (save for the Directors in respect of their own allocation and allocation to any persons connected with them in relation to the Proposed SIS) recommends that the Shareholders VOTE IN FAVOUR of the resolutions pertaining to the Proposed SIS to be tabled at the forthcoming EGM, the details of which are set out in this Circular, and the Notice of EGM as enclosed.

Please refer to **Section 10** of this Circular for further information.

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**CAPE EMS BERHAD**  
(Registration No. 199901026859 (501759-M))  
(Incorporated in Malaysia)

**Registered Office**

Level 7, Menara Milenium  
Jalan Damanlela  
Pusat Bandar Damansara  
Damansara Heights  
50490 Kuala Lumpur  
Wilayah Persekutuan  
Malaysia

17 July 2025

**Board of Directors**

Datuk Mohd Rabin Bin Basir (Independent Non-Executive Chairman)  
Tee Kim Chin (Non-Independent Managing Director / Group Chief Executive Officer)  
Tee Kim Yok (Non-Independent Executive Director)  
Alex Miranda Juntado (Non-Independent Executive Director)  
Yau Yin Wee (Independent Non-Executive Director)  
Koh Beng San (Independent Non-Executive Director)  
Chen Kok Seng (Independent Non-Executive Director)

**To: The Shareholders**

Dear Sir / Madam,

**PROPOSED SIS**

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**1. INTRODUCTION**

On 1 July 2025, TA Securities had, on behalf of the Board, announced that the Company proposes to undertake the Proposed SIS.

On 11 July 2025, TA Securities had, on behalf of the Board, announced that Bursa Securities had, vide its letter dated 10 July 2025, granted its approval for the listing and quotation of up to 15% of the total number of issued Shares to be issued under the Proposed SIS on the Main Market of Bursa Securities.

The approval of Bursa Securities is subject to the conditions as set out in **Section 7** of this Circular.



**THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH RELEVANT INFORMATION ON THE PROPOSED SIS AND TO SET OUT THE VIEWS AND RECOMMENDATION OF THE BOARD AS WELL AS TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS PERTAINING TO THE PROPOSED SIS WHICH WILL BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF THE EGM AND THE FORM OF PROXY ARE ENCLOSED IN THIS CIRCULAR.**

**YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTIONS TO GIVE EFFECT TO THE PROPOSED SIS AT THE FORTHCOMING EGM.**

## **2. DETAILS OF THE PROPOSED SIS**

The Company proposes to establish and implement the Proposed SIS, which involves granting of SIS Options to the Eligible Persons as set out in the By-Laws. The SIS Options granted under the SIS shall entitle the Eligible Persons to subscribe for new Shares at the Exercise Price to be determined at a later date.

The Proposed SIS will be administered and managed by the SIS Committee in accordance with the terms of the By-Laws. The SIS Committee will have the absolute discretion in administering the SIS. Any liberty, power or discretion which may be exercised or any decision or determination which may be made by the SIS Committee pursuant to the By-Laws may be exercised at the SIS Committee's sole and absolute discretion having regard to the terms of reference which the Board may establish to regulate and govern the SIS Committee's functions and responsibilities.

### **2.1 Maximum number of Shares available under the SIS**

The maximum number of Shares which may be made available under the SIS shall not exceed the Maximum Shares at any point in time during the duration of the SIS.

Notwithstanding the above or any other provisions contained in the By-Laws, if the number of new Shares to be issued pursuant to the exercise of the SIS Options granted under the SIS exceeds the Maximum Shares as a result of the Company purchasing its own Shares in accordance with the Act, or the Company undertaking any other corporate proposal and thereby diminishing the total number of issued Shares, then such SIS Options granted prior to the adjustment of such total number of issued Shares (excluding treasury shares, if any) shall remain valid and exercisable in accordance with the provisions of the By-laws.

However, in such a situation, the SIS Committee shall not make any further Offer until the total number of Shares to be issued pursuant to the SIS Options granted or to be granted under the SIS falls below the Maximum Shares at any point in time over the duration of the SIS after such adjustment.

It should be noted that even if the Maximum Shares are granted to the Eligible Persons, the actual number of new Shares to be issued pursuant to the exercise of SIS Options may be lesser in view that not all Grantees under the SIS will exercise their SIS Options in full or at all.

### **2.2 Basis of allotment and maximum allowable allotment of new Shares**

Subject to the Maximum Shares and any adjustments which may be made under the By-Laws, the total number of SIS Options that may be granted to any 1 category / designation of employment of the Eligible Person shall be determined entirely at the discretion of the SIS Committee after taking into consideration, among other factors, the designation, length of service, work performance of the Eligible Persons, and such other factors that the SIS Committee may deem relevant, subject to the following conditions:

- (i) the number of new Shares to be allocated to any Eligible Person who, either singly or collectively through persons connected with such Eligible Person, holds 20% or more of the total number of issued Shares (excluding treasury shares, if any), does not exceed 10% (or such other percentage as may be permitted by Bursa Securities or any other relevant authorities from time to time) of the total number of Shares to be issued under the SIS;
- (ii) the number of Shares allocated, in aggregate to the Directors and senior management personnel of the companies in the Group shall not exceed 80%<sup>(1)</sup> of the total number of Shares to be made available under the SIS. This threshold has been determined by the Company to ensure that there will be sufficient SIS Options to be allocated to other employees of the Group; and
- (iii) the Eligible Persons do not participate in the deliberation or discussion in respect of their own allocation,

provided always that it is in accordance with any prevailing guidelines issued by Bursa Securities, including the Listing Requirements or any other requirements of the relevant authorities as amended from time to time.

Note:

- (1) The basis of arriving at this threshold takes into account the number of Eligible Directors and senior management personnel of the Group (excluding dormant subsidiaries) who are eligible to participate in the Proposed SIS.

Notwithstanding the Proposed SIS is undertaken with the aim to reward the Eligible Persons as a whole, the Company also takes cognisance of the vital contribution of the directors and senior management of the Group, all of whom are responsible in shaping the direction and implementing key strategies of the Company. Hence, such proposed allocation under the Proposed SIS of up to 80% is also intended to incentivise and reward the Eligible Directors and senior management of the Group for their continued vital contribution, performance, commitment and loyalty to the Group.

The SIS Committee will comprise Directors and/or other persons identified and appointed from time to time by the Board. At this juncture, the composition of the SIS Committee has yet to be decided by the Board.

For the avoidance of doubt, the SIS Committee shall have the sole and absolute discretion in determining whether the Shares available for vesting under this SIS are to be offered to the Grantees via:

- (a) 1 single Offer at a time determined by the SIS Committee; or
- (b) several Offers, where the vesting of the SIS Options comprised in those Offers is staggered or made in several tranches at such times and on such terms and conditions as may be determined by the SIS Committee,

provided always that the aggregate number of new Shares in respect of the Offers granted to any Eligible Person shall not exceed the amount stipulated in **Sections 2.1 and 2.2(i)** of this Circular.

In deciding between (a) and (b) above, the SIS Committee shall consider, among others, whether it wishes to provide a one-off reward for the relevant Grantee's contribution to the Group to incentivise the Grantee's continued employment with the Group, or to motivate the relevant Grantee to achieve certain milestones throughout the course of the Grantee's career progression with the Group moving forward.

The SIS Committee also has the discretion to determine, among others:

- (aa) whether or not to stagger the Offer over the duration of the SIS for which each Offer shall be separate and independent from the others, including the maximum allocation of the Offer for each financial year in the event the Offer is staggered over the duration of the SIS;
- (bb) the number of SIS Options to be offered in each Offer;
- (cc) whether the SIS Options are subject to any vesting period and if so, the vesting conditions and whether such vesting is subject to performance target; and
- (dd) such other terms and conditions as it shall deem fit and appropriate to be imposed for the participation in the SIS.

No performance target has been set for the allocation of SIS Options at this juncture. Notwithstanding this, the SIS Committee may from time to time at its own discretion decide on the performance targets.

The SIS Committee may from time to time at its discretion determine the allocation and granting of the SIS Options to the Eligible Persons based on staggered granting or several tranches over the duration of the Proposed SIS. Nevertheless, the maximum allocation of the Offer for each financial year has yet to be determined by the SIS Committee at this juncture. It will be determined at a later date in the event the Offer is staggered over the duration of the SIS.

## **2.3 Eligibility to participate in the SIS**

Only Eligible Persons who fulfil the following conditions on the Date of Offer shall be eligible to participate in the SIS:

- (i) in respect of an employee of the Group, the employee must fulfil the following criteria as at the Date of Offer:
  - (a) he/she is at least 18 years of age and he/she is not an undischarged bankrupt or subject to any bankruptcy proceedings;
  - (b) he/she is employed on the Date of Offer:
    - (aa) on a full-time basis and is on the payroll of any company in the Group (which are not dormant) and his/her employment has been confirmed by any company in the Group (which are not dormant) on the Date of Offer; or
    - (bb) under an employment contract for a fixed duration and has been in the employment of any company in the Group (which are not dormant) for such period as may be determined by the SIS Committee; and
  - (c) such employee falls within any other eligibility criteria that may be determined by the SIS Committee from time to time at its sole discretion, whose decision shall be final and binding;
- (ii) in respect of an Eligible Director, the Eligible Director must fulfil the following criteria as at the Date of Offer:
  - (a) he/she is at least 18 years of age and he/she is not an undischarged bankrupt or subject to any bankruptcy proceedings;
  - (b) he/she has been appointed as a director to the board of directors of any member of the Group which is not dormant; and

- (c) such director shall fulfil any other criteria as may be determined by the SIS Committee from time to time at its sole discretion, whose decision shall be final and binding;
- (iii) in respect of a Director or major shareholder or a chief executive of the Company or a holding company of the Company or a person connected with them, the specific allocation of SIS Options under the SIS must have been approved by the Shareholders at a general meeting; and
- (iv) if the employee is employed by a company which is acquired by the Group during the duration of the SIS and becomes a subsidiary whether directly or indirectly held by the Company upon such acquisition, the employee will be eligible to participate in the SIS if the said employee becomes an Eligible Person within the meaning of the By-Laws.

## 2.4 Duration of the Proposed SIS

The SIS shall be in force for a duration of 5 years from the Effective Date, subject to any extension of the SIS as provided under the By-Laws.

On or before the expiry of the aforementioned 5 years of the SIS, the Board shall have the discretion, without having to obtain approval of the Shareholders, to extend the duration of the SIS, provided that the initial period of the SIS and such extension of the SIS made pursuant to the By-Laws shall not in aggregate exceed 10 years from the Effective Date.

For the avoidance of doubt, no further sanction, approval, consent or authorisation of the Shareholders in a general meeting is required for any such extension. In the event the SIS is extended in accordance with the provision of the By-Laws, the SIS Committee shall furnish a written notification to all Grantees and the Company shall make the necessary announcements to Bursa Securities prior to such extension.

The SIS may be terminated by the SIS Committee at any time before its expiry provided that the Company shall make an announcement immediately through Bursa Securities.

In the event of termination of the SIS, the following provisions shall apply:

- (i) no further Offer shall be made by the SIS Committee from the effective date of termination of the SIS ("**Termination Date**");
- (ii) all Offers which have yet to be accepted by the Eligible Person(s) shall automatically lapse on the Termination Date; and
- (iii) all outstanding SIS Options which have yet to be exercised or vested shall be automatically terminated on the Termination Date.

Approval or consent of Shareholders by way of a resolution in a general meeting and written consent of the Grantees whose SIS Options have yet to be exercised or vested are not required to effect the termination of the SIS.

## 2.5 Exercise of SIS Options

Subject to the By-Laws, a Grantee shall be allowed to exercise the SIS Options granted to him/her either in whole or in part and in multiples of 100 Shares as the Grantee may be entitled under the SIS Options at any time during the SIS Option Period whilst he/she is in the employment of any company within the Group (which are not dormant).

There will be no restriction to the Grantee on the percentage of SIS Options exercisable by him/her during the SIS Option Period. Notwithstanding this, the SIS Committee may from time to time at its own discretion decide on whether the SIS Options are subject to any vesting period and if so, the vesting conditions and whether such vesting is subject to performance target.

## **2.6 Exercise Price**

Subject to any adjustments that may be made in accordance with the By-Laws, the Exercise Price shall be based on a price to be determined by the Board upon recommendation of the SIS Committee based on the 5-day VWAP of the Shares immediately preceding the Date of Offer with a discount of not more than 10% during the duration of the SIS. The Exercise Price as determined by the SIS Committee shall be conclusive and binding on the Grantees.

## **2.7 Ranking of the new Shares to be issued pursuant to the exercise of the SIS Options**

The new Shares to be issued arising from the exercise of the SIS Options shall, upon allotment, issuance and payment of the Exercise Price, rank equally in all respects with the existing issued Shares, save and except that the holders of such new Shares shall not be entitled to any dividends, rights, allotments and/or other distributions that may be declared, made or paid to Shareholders, the entitlement date of which is prior to the date of allotment and issuance of such new Shares.

The new Shares will be subject to all the provisions of the Constitution of the Company including those relating to the transfer, transmission and otherwise of the Shares.

## **2.8 Retention / restriction of Shares**

The new Shares to be allotted and issued to a Grantee (save for an Eligible Director who is a non-executive Director) pursuant to the exercise of a SIS Option under the SIS will not be subject to any retention period or restriction on transfer unless otherwise stated in the Offer as may be determined by the SIS Committee from time to time at its discretion.

Notwithstanding the above, pursuant to Paragraph 8.20 of the Listing Requirements, a Grantee who is a non-executive Director of any company within the Group (excluding any dormant subsidiary) must not sell, transfer or assign his / her Shares obtained through the exercise of the SIS Options offered to him / her pursuant to the SIS within 1 year from the Date of Offer or such period as may be prescribed by Bursa Securities.

## **2.9 Alteration of share capital during the SIS Option Period**

In the event of any alteration in the capital structure of the Company during the duration of the SIS Option Period, whether by way of rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of Shares or reduction or any other alteration in the capital structure of the Company or otherwise howsoever, the SIS Committee may, at its discretion, determine whether the Exercise Price and/or the number of unexercised SIS Options shall be adjusted and if so, the manner in which such adjustments should be made.

Such adjustments must be confirmed in writing by the external auditors of the Company or an adviser (a person who is permitted to carry on regulated activity of advising corporate finance under the Capital Markets and Services Act, 2007 which includes a principal adviser under the Guidelines on Submission of Corporate and Capital Market Product Proposals issued by the Securities Commission Malaysia), to be in their opinion, fair and reasonable.

## **2.10 Modification, variation and/or amendment to the By-Laws**

Subject to the compliance with the Listing Requirements and any other relevant authorities, the SIS Committee may at any time recommend to the Board any additions, modifications or amendments to or deletions of the By-Laws as it shall at its discretion think fit.

Subject to the By-Laws, the approval of the Shareholders in a general meeting shall not be required in respect of the additions or modifications or amendments to or deletion of the By-Laws provided that no additions, modifications or amendments or deletions shall be made to the By-Laws which will:

- (i) prejudice any rights which would have accrued to any Grantee without the prior consent or sanction of that Grantee;
- (ii) increase the number of Shares available under the SIS beyond the maximum set out in **Section 2.1** of this Circular; or
- (iii) alter any matter which is required to be contained in the By-Laws by virtue of the Listing Requirements to the advantage of the Eligible Person and/or Grantee.

### **3. UTILISATION OF PROCEEDS**

The proceeds arising from the exercise of the SIS Options will depend on, among others, the number of SIS Options granted and exercised at the relevant point in time as well as the Exercise Price. As such, the actual amount of proceeds arising from the exercise of the SIS Options as well as the timeframe for the utilisation of proceeds could not be determined at this juncture.

Nevertheless, the Company intends to utilise the proceeds arising from the exercise of the SIS Options, if any, for the working capital of the Group. The proceeds to be utilised for working capital include, among others, purchase of raw materials and general administrative expenses (i.e. staff costs, utilities, professional fees and other overhead expenditures). The proceeds to be utilised for each component of working capital are subject to the operating requirements at the time of utilisation and the timeframe for full utilisation cannot be determined at this juncture.

Pending utilisation of the proceeds to be raised as and when the SIS Options are exercised, the proceeds may be placed in deposits with financial institutions and/or short-term money market instruments. The interest derived from the deposits with financial institutions and/or any gains arising from the short-term money market instruments will be used as additional funds for the working capital requirements of the Group.

### **4. RATIONALE FOR THE PROPOSED SIS**

The Proposed SIS is established to achieve the following objectives:

- (i) to drive and motivate the Eligible Persons to work towards achieving the Group's goals and objectives;
- (ii) to reward the Eligible Persons in recognition of their contribution to the operations and continued growth of the Group;
- (iii) to retain the Eligible Persons by giving them a sense of ownership, loyalty and belonging to the Group by enabling them to participate directly in the equity of the Company;
- (iv) to align the interests of the Eligible Persons with the interests of the Shareholders by providing an incentive for the Eligible Persons to participate in the future growth of the Group and motivating them towards achieving better performance; and
- (v) to attract and retain high-calibre Eligible Persons.

The non-executive Directors are also eligible to participate in the SIS. This is to recognise their contribution and effort as they play an important role in the business performance of the Group. Their participation in the equity of the Company is expected to enhance their level of commitment and contribution as well as to enable the Company to attract and retain capable individuals to act as non-executive Directors, who will assist in the overall strategic decisions and directions of the Group.

Apart from the above, the specific allocation of the SIS Options to the independent non-executive Directors are not expected to affect them in exercising their independent judgment or their ability to carry out an effective check and balance role and to act in the best interest of the Company as the allocation / granting of SIS Options to these independent directors is determined by the SIS Committee. The SIS Committee will take into consideration among others factors, whether such allocation may impede the independence of these independent directors including their potential shareholdings after the full exercise of the SIS Options granted (i.e. ensuring that they will not be a major shareholder of the Company). Furthermore, the respective independent directors will be abstained from deliberating the allocation of the SIS Options to themselves as well as persons connected to them.

#### **4.1 Details of fund-raising exercises undertaken by the Company in the past 12 months**

The Company has not undertaken any equity fund-raising exercises in the past 12 months preceding to the LPD.

### **5. EFFECTS OF THE PROPOSED SIS**

#### **5.1 Share capital**

The Proposed SIS is not expected to have an immediate effect on the Company's share capital until such time when the SIS Options are granted and exercised. The Company's share capital will increase progressively depending on the number of new Shares which are issued pursuant to the exercise of the SIS Options and the Exercise Price.

For illustrative purposes, the pro forma effects of the Proposed SIS on the issued share capital of the Company are as follows:

	<b>No. of Shares</b>	<b>Share capital (RM)</b>
Issued share capital as at the LPD	992,000,000	324,021,070
To be issued assuming full granting and exercise of the SIS Options	148,800,000	<sup>(1)</sup> 34,224,000
<b>Enlarged issued share capital after the Proposed SIS</b>	<b>1,140,800,000</b>	<b>358,245,070</b>

Note:

- (1) Based on an illustrative exercise price of RM0.23 per SIS Option, which represents a discount of approximately 6.16% to the 5-day VWAP of the Shares up to and including the LPD of RM0.2451 (Source: Bloomberg).

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## **5.2 NA and gearing**

The Proposed SIS is not expected to have an immediate effect on the NA and gearing of the Group until such time when the SIS Options granted under the SIS are exercised. Any potential effects on the NA and gearing of the Group will depend on the number of new Shares to be issued upon the exercise of the SIS Options granted under the SIS and the Exercise Price.

For illustrative purposes, upon exercise of the SIS Options, the NA per Share is expected to:

- (i) increase if the Exercise Price is higher than the NA per Share; or
- (ii) decrease if the Exercise Price is lower than the NA per Share,

at the point of the SIS Options being exercised.

Any potential effect on the NA and gearing of the Group in the future will depend on the number of SIS Options granted and exercised, the Exercise Price and the non-cash expenses arising from the granting of the SIS Options under Malaysian Financial Reporting Standards 2 (“**MFRS 2**”). The quantum of such impact cannot be determined at this juncture as it will be measured at the date of granting the SIS Options. Further information on this is set out in **Section 5.4** of this Circular.

## **5.3 Substantial Shareholders’ shareholdings**

The Proposed SIS is not expected to have any immediate effect on the substantial Shareholders’ shareholdings in the Company until and unless new Shares are issued pursuant to the exercise of the SIS Options. Any potential effect on the substantial Shareholders’ shareholdings in the Company would depend on the number of new Shares to be issued at the relevant point in time.

## **5.4 Earnings and EPS**

The Proposed SIS is not expected to have any immediate material effect on the earnings and EPS of the Group until such time when the SIS Options are granted and exercised. Any potential effect on the EPS of the Group in the future will depend on the number of SIS Options granted and exercised, the Exercise Price and the non-cash expenses arising from the granting of the SIS Options under MFRS 2.

The quantum of such impact cannot be determined at this juncture as it will be measured at the date of granting the SIS Options based on, amongst others, the share price volatility, risk-free interest rate and pricing model. The fair value of the SIS Options will be recognised as an expense in the profit or loss account of the Group over the vesting period of the SIS Options. However, it should be noted that the estimated cost does not represent a cash outflow by the Group as it is merely an accounting treatment.

The Board takes note of the potential impact of MFRS 2 on the Group’s future earnings and shall take into consideration such impact in the allocation and granting of SIS Options to the Eligible Persons.

## **5.5 Convertible securities**

As at the LPD, the Company does not have any outstanding convertible securities.

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## 6. HISTORICAL SHARE PRICES

The monthly highest and lowest market prices of Cape Shares as transacted on Bursa Securities for the past 12 months preceding the date of this Circular are as follows:

	High RM	Low RM
<b><u>2024</u></b>		
July	1.022	0.645
August	0.725	0.330
September	0.395	0.330
October	0.350	0.305
November	0.410	0.305
December	0.400	0.355
<b><u>2025</u></b>		
January	0.390	0.320
February	0.340	0.265
March	0.300	0.220
April	0.265	0.210
May	0.265	0.195
June	0.265	0.210
Last transacted market price on 30 June 2025, being the last market day immediately prior to the announcement of the Proposed SIS	0.290	
Last transacted market price on the LPD	0.245	

(Source: Bloomberg)

## 7. APPROVALS REQUIRED AND CONDITIONALITY

The Proposed SIS is subject to the following being obtained:

- (i) the approval of Bursa Securities for the listing and quotation of up to 15% of the total number of issued Shares to be issued under the Proposed SIS on the Main Market of Bursa Securities;

The approval of Bursa Securities for the above was obtained on 10 July 2025 subject to, amongst others, the following conditions:

Conditions		Status of compliance
(a)	Company and TA Securities must fully comply with the relevant provisions under the Listing Requirements pertaining to the implementation of the Proposed SIS.	To be complied
(b)	TA Securities is required to submit a confirmation to Bursa Securities of full compliance of the Proposed SIS pursuant to Paragraph 6.43(1) of the Listing Requirements and stating the effective date of implementation, together with the following: <ul style="list-style-type: none"> <li>(i) A certified true copy of the resolution passed by the Shareholders in general meeting approving the Proposed SIS; and</li> </ul>	To be complied

Conditions		Status of compliance
	(ii) Letter of compliance in relation to the By-Laws pursuant to Paragraph 2.12 of the Listing Requirements together with a copy of the final By-Laws.	
(c)	Company is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed SIS as at the end of each quarter together with a detailed computation of listing fees payable.	To be complied

- (ii) the approval of Shareholders at the forthcoming EGM; and
- (iii) the approvals / consents from any other relevant parties / authorities, if required.

The Proposed SIS is not conditional upon any other proposals undertaken or to be undertaken by the Company.

## 8. CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed SIS, there are no other corporate exercises which have been announced by the Company but pending completion as at the date of this Circular.

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

All the Directors and chief executive are deemed interested in the Proposed SIS by virtue of their eligibility for the Proposed SIS in their capacity as Directors or chief executive and in respect of their specific allocations as well as allocations to persons connected with them under the Proposed SIS.

Save as disclosed below, none of the Directors, chief executive and persons connected with them have any interest in the Company as at the LPD:

Directors	Direct		Indirect	
	No. of Shares	(1)%	No. of Shares	%
Datuk Mohd Rabin Bin Basir	420,000	0.04	-	-
Tee Kim Chin	113,730,100	11.46	-	-
Tee Kim Yok	10,093,900	1.02	-	-
Alex Miranda Juntado	-	-	-	-
Yau Yin Wee	22,000	(2)-	-	-
Koh Beng San	100,000	0.01	-	-
Chen Kok Seng	900,000	0.09	-	-

### Notes:

(1) Computed based on the total number of 992,000,000 Shares as at the LPD.

(2) Represents less than 0.01%.

As the Board is desirous to allocate the SIS Options to the Directors, each of the Directors will abstain from all Board deliberations and voting in respect of their specific allocation of the SIS Options as well as the allocations to any persons connected with them.

Further, each of the Directors and chief executive will abstain from voting, in respect of their direct and/or indirect shareholdings in the Company, if any, on the resolutions pertaining to their respective allocation of the Proposed SIS as well as the allocations to any persons connected with them under the Proposed SIS at the forthcoming EGM.

Each of the Directors and chief executive will ensure that persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings, if any, on the resolutions pertaining to their respective allocation of the Proposed SIS as well as the allocations to any persons connected with them (if any) under the Proposed SIS at the forthcoming EGM.

#### **10. BOARD'S RECOMMENDATION**

The Board (save for the Directors in respect of their own allocation and allocation to any persons connected with them in relation to the Proposed SIS), having considered the relevant aspects of the Proposed SIS, including but not limited to the rationale and the effects of the Proposed SIS, is of the opinion that the Proposed SIS is in the best interests of the Company.

Accordingly, the Board (save for the Directors in respect of their own allocation and allocation to any persons connected with them in relation to the Proposed SIS) recommends that the Shareholders vote in favour of the resolutions pertaining to the Proposed SIS to be tabled at the forthcoming EGM.

In view that the individuals Directors on the Board are deemed interested in the Proposed SIS to the extent of their respective allocations, as well as allocations to persons connected with them (if any) under the Proposed SIS, they will abstain from forming an opinion and making any recommendation on the resolutions to be tabled at the forthcoming EGM on their respective allocations as well as allocations to persons connected to them (if any) under the Proposed SIS.

#### **11. ESTIMATED TIMEFRAME FOR COMPLETION**

Subject to all required approvals being obtained, the Proposed SIS is expected to be completed by the third quarter of 2025.

The tentative timeline for the implementation of the Proposed SIS is as follows:

Date	Events
1 August 2025	<ul style="list-style-type: none"><li>• EGM for the Proposed SIS</li></ul>
August 2025	<ul style="list-style-type: none"><li>• Effective date for the Proposed SIS</li></ul>

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## 12. EGM

The EGM will be held at The Sun Meeting Room at Rooftop, PLO 227A, Jalan Cyber 1A, Kawasan Perindustrian Senai III, 81400 Senai, Johor Darul Ta'zim on the date and time indicated below or at any adjournment thereof. The Notice of EGM together with the Form of Proxy and this Circular are available at the Company's website at [www.cape-group.com.my](http://www.cape-group.com.my).

Day, date and time of the EGM : Friday, 1 August 2025 at 11.00 a.m.
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If you are unable to participate in the EGM and wish to appoint proxy(ies) instead, the appointment of proxy(ies) must be deposited at the Company's Share Registrar's office at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia or electronically lodged via facsimile to 03-2094 9940/ 03-2095 0292 or by email to [info@sshshb.com.my](mailto:info@sshshb.com.my) not less than forty-eight (48) hours before the date and time for holding the EGM indicated above. The completion and lodging of the Form of Proxy will not preclude a shareholder from attending and voting at the EGM should the shareholder subsequently wish to do so and in such an event, your Form of Proxy shall be deemed to have been revoked.

## 13. FURTHER INFORMATION

You are advised to refer to the Appendices of this Circular for further information.

Yours faithfully,  
For and on behalf of the Board of  
**CAPE EMS BERHAD**

**TEE KIM CHIN**  
Non-Independent Managing Director / Group Chief Executive Officer

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**APPENDIX I – FURTHER INFORMATION**

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**1. DIRECTORS' RESPONSIBILITY STATEMENT**

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

**2. CONSENT AND CONFLICT OF INTEREST**

TA Securities, being the Principal Adviser for the Proposed SIS, has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereto in the form and context in which it appears in this Circular.

TA Securities has confirmed that there is no conflict of interest that exists or any circumstances which would or is likely to give rise to a possible conflict of interests in relation to its role as the Principal Adviser for the Proposed SIS.

**3. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES****Material commitments**

Save as disclosed below, as at the LPD, the Board confirmed that there are no material commitments incurred or known to be incurred by the Group that have not been provided for, which upon becoming due or enforceable, may have a material impact on the financial position or financial performance of the Group:

	RM'000
<b>Authorised and contracted for:</b>	
Equipment, furniture and fittings	98
Plant and machinery	3,799
	<b>3,897</b>

**Contingent liabilities**

As at the LPD, the Board confirmed that there are no contingent liabilities incurred or known to be incurred by the Group which, upon becoming due or enforceable, may have a material impact on the financial position or financial performance of the Group.

**4. MATERIAL LITIGATION**

As at the LPD, the Group is not involved in any material litigation, claims or arbitration and the Board confirmed that there are no proceedings pending or threatened involving the Group, or of any facts likely to give rise to any such proceedings which might materially affect the business or financial position of the Group.

**5. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents are available for inspection at the registered office of the Company at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia during normal business hours from Monday to Friday (except public holidays) following the date of this Circular up to and including the date of the EGM:

- (i) Constitution of the Company;
- (ii) audited consolidated financial statements of the Company for the FYE 31 December 2022 and FYE 31 December 2023 as well as the unaudited consolidated financial statements of the Company for the FPE 31 March 2025;
- (iii) draft By-Laws as set out in **Appendix II** of this Circular; and
- (iv) letter of consent referred to in **Section 2** of this **Appendix I**.

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**BY-LAWS OF CAPE EMS BERHAD'S EMPLOYEES' SHARE ISSUANCE SCHEME****1. NAME OF SCHEME**

This Scheme shall be called the “**Cape EMS Berhad's Employees' Share Issuance Scheme**”.

**2. OBJECTIVES OF THE SCHEME**

The objectives of the Scheme are:

- (i) to drive and motivate the Eligible Persons to work towards achieving the Group's goals and objectives;
- (ii) to reward the Eligible Persons in recognition of their contribution to the operations and continued growth of the Group;
- (iii) to retain the Eligible Persons by giving them a sense of ownership, loyalty and belonging to the Group by enabling them to participate directly in the equity of the Company;
- (iv) to align the interests of the Eligible Persons with the interests of the Company's shareholders by providing an incentive for the Eligible Persons to participate in the future growth of the Group and motivating them towards achieving better performance; and
- (v) to attract and retain high-calibre Eligible Persons.

**3. DEFINITIONS AND INTERPRETATION**

3.1 In these By-Laws, the following terms and expressions shall have the following meanings:

<b>Act</b>	: The Companies Act, 2016.
<b>Adviser</b>	: A person who is permitted to carry out regulated activity of advising on corporate finance under the Capital Markets and Services Act 2007 which includes a principal adviser under the Guidelines on Submission of Corporate and Capital Market Product Proposals issued by the SC.
<b>Audit Committee</b>	: The Audit Committee of the Company.
<b>Available Balance</b>	: The unissued Shares of the Company which is available for the offer of further SIS Options subject to the limit set out in <b>By-Law 4.2</b> and after deducting all SIS Options which have been offered and accepted.
<b>Board</b>	: The Board of Directors of the Company.
<b>Bursa Depository</b>	: Bursa Malaysia Depository Sdn Bhd (Registration No.: 198701006854 (165570-W)).

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**APPENDIX II – DRAFT BY-LAWS**

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<b>Bursa Securities</b>	: Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W)).
<b>By-Law(s)</b>	: The rules, terms and conditions of the Scheme, as may be amended, varied or supplemented from time to time in accordance with the terms and conditions therein.
<b>CDS</b>	: A Central Depository System governed under the Securities Industry (Central Depositories) Act 1991.
<b>CDS Account</b>	: An account established by Bursa Depository for a depositor for the recording of deposits of securities and dealings in such securities by the depositor.
<b>Company</b>	: Cape EMS Berhad (Registration No.:199901026859 (501759-M)).
<b>Constitution</b>	: The Constitution of the Company, as amended from time to time.
<b>Date of Acceptance</b>	: Has the meaning given to it in <b>By-Law 8.1</b> .
<b>Date of Expiry</b>	: The last day of the duration of the Scheme as provided in <b>By-Law 19.3</b> .
<b>Date of Offer</b>	: The date on which an Offer (including any subsequent Offers) is made by the SIS Committee to an Eligible Person in the manner provided in <b>By-Law 7</b> .
<b>Director(s)</b>	: A natural person who holds a directorship within the Group, whether in an Executive or Non-Executive capacity, within the meaning of Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007.
<b>Effective Date</b>	: The effective date for the launching and/or implementation of the Scheme, as provided in <b>By-Law 19.1</b> .
<b>Eligible Director(s)</b>	: Director(s) who fulfils the conditions of eligibility stipulated in <b>By-Law 5.1</b> .
<b>Eligible Employee(s)</b>	: Employee(s) who fulfils the conditions of eligibility stipulated in <b>By-Law 5.1</b> .
<b>Eligible Person(s)</b>	: Eligible Employee(s) or Eligible Director(s), as the case may be.
<b>Employee(s)</b>	: A natural person who is employed by and on the payroll of any company within the Group.



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**APPENDIX II – DRAFT BY-LAWS**

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<b>Entitlement Date</b>	: The date as at the close of business on which shareholders' names must appear on the Record of Depositors of the Company in order to participate in any dividends, rights, allotments and/or other distributions.
<b>Executive Director</b>	: A natural person who holds a directorship within the Group and performs an executive function.
<b>Grantee</b>	: An Eligible Person who has accepted an Offer (or any part thereof) in the manner provided in <b>By-Law 8</b> .
<b>Group</b>	: The Company and its Subsidiaries which are not dormant.
<b>Interested Parties</b>	: has the meaning given to it in <b>By-Law 5.1(c)</b> .
<b>Listing Requirements</b>	: The Main Market Listing Requirements of Bursa Securities, as may be amended from time to time.
<b>Market Day(s)</b>	: A day on which Bursa Securities is open for trading of securities, which may include a Surprise Holiday.  For purposes of this definition, "Surprise Holiday" means a day that is declared as a public holiday in the Federal Territory of Kuala Lumpur that has not been gazetted as a public holiday at the beginning of a calendar year.
<b>Maximum Allowable Allocation</b>	: The maximum number of new Shares that may be offered and allotted to the Eligible Persons in accordance with the provisions of <b>By-Law 6</b> .
<b>Non-Executive Director</b>	: A Director of a company within the Group who is not an Executive Director.
<b>Offer(s)</b>	: Written offer(s) made by the SIS Committee to an Eligible Person in the manner provided in <b>By-Law 7</b> .
<b>Rules of Bursa Depository</b>	: Rules of Bursa Depository as issued pursuant to the Securities Industry (Central Depositories) Act 1991, as amended from time to time.
<b>SC</b>	: Securities Commission Malaysia.
<b>Senior Management Personnel</b>	A senior management personnel of any company within the Group holding the position of senior manager and above or other position as may be determined by the SIS Committee from time to time.
<b>Scheme</b>	: Cape EMS Berhad's Employees' Share Issuance Scheme established by the By-Laws for the grant of

- the SIS Options to Eligible Persons to subscribe for new Shares.
- Share(s)** : Ordinary shares in the Company.
- SIS Committee** : A committee comprising of Director(s) and/or Senior Management Personnel (as defined in **By-Law 6.1**) or other persons appointed from time to time by the Board to administer the Scheme, in accordance with the provisions of **By-Law 21**.
- SIS Option(s)** : The right of a Grantee to subscribe for new Shares pursuant to the contract constituted by acceptance by the Grantee in the manner provided in **By-Law 8** of an Offer made to such Grantee by the SIS Committee pursuant to **By-Law 7**.
- SIS Option Period** : The period commencing from the Date of Offer and expiring on the Date of Expiry as provided in **By-Law 19.3** or such other dates as stipulated by the SIS Committee in the Offer or upon the date of termination of the Scheme as provided in **By-Law 19**, whichever is earlier.
- Subscription Price** : The price at which a Grantee shall be entitled to subscribe for each new Share as calculated in accordance with the provisions of **By-Law 11**.
- Subsidiaries** : Subsidiaries of the Company within the meaning of Section 4 of the Act and shall include such 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 any subsidiaries which have been divested in the manner provided under **By-Law 17**.
- 3.2 For the purposes of these By-Laws, all references made to “**Bursa Securities**” and “**Listing Requirements**” shall where the context so permits and requires, include or refer to such other relevant authority(ies) and such acts, enactments, rules, regulations and guidelines currently or from time to time hereafter in force affecting the valid implementation and continuation of the Scheme in accordance with the provisions of these By-Laws.
- 3.3 The headings in these By-Laws are for ease of reference only and shall not be taken into account in the interpretation of these By-Laws.
- 3.4 Any reference to a statutory provision or an applicable law shall include a reference to:
- (a) any and all subsidiary legislation made from time to time under that provision of law;

- (b) any and all Listing Requirements, policies and/or guidelines of Bursa Securities whether or 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 by Bursa Securities;
  - (c) 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 the Scheme.
- 3.5 Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
- 3.6 Words importing the singular number shall include the plural number and vice versa.
- 3.7 If an event is to occur on a stipulated day, which is not a Market Day, then the stipulated day will be taken to be the first (1<sup>st</sup>) Market Day after that day; and if an event is to occur on a stipulated day which falls after the Date of Expiry the stipulated day shall be taken to be the last Market Day of the duration of the Scheme.
- 3.8 Any liberty or power which may be exercised or any determination which may be made hereunder:
  - (a) by the Board shall be exercised in the Board's absolute and unfettered discretion and the Board shall not be under any obligation to give any reason there for except as may be required by the relevant authorities or under the law, and shall be final and binding;
  - (b) by the SIS Committee shall be exercised in the SIS Committee's absolute and unfettered discretion and the SIS Committee shall not be under any obligation to give any reason there for except as may be required by the relevant authorities or under the law, and shall be final and binding.
- 3.9 Unless the context otherwise expressly requires, words and expressions which are otherwise defined in the Listing Requirements shall have the same meaning when used in these By-Laws.
- 3.10 In the event of any change in the name of the Company from its present name, all references to the "**Company**" in these By-Laws and all other documents pertaining to the Scheme shall be deemed to be references to the Company's new name.

#### **4. MAXIMUM NUMBER OF NEW SHARES AVAILABLE UNDER THE SCHEME**

- 4.1 Each SIS Option shall be exercisable into one (1) new Share in accordance with the provisions of these By-Laws.
- 4.2 The maximum number of new Shares to be allotted and issued pursuant to the exercise of the SIS Options that may be granted under the Scheme shall not, in aggregate, exceed **fifteen percent (15%)** of the total number of issued

Shares of the Company (excluding treasury shares, if any) at any point in time during the duration of the Scheme as provided in **By-Law 19.3**.

The aggregate number of new Shares available pursuant to the Scheme shall consist of:

- (i) the SIS Options exercised by all the Grantees;
- (ii) the remaining SIS Options exercisable by all the Grantees; and
- (iii) the unexpired Offers pending acceptance by all the Eligible Persons,

and shall not exceed an amount equivalent to **fifteen percent (15%)** of the prevailing total number of issued Shares of the Company (excluding treasury shares, if any) at any point in time during the duration of the Scheme as provided in **By-Law 19.3**.

- 4.3 Notwithstanding **By-Law 4.2** or any other provisions herein contained, in the event the maximum number of new Shares comprised in the SIS Options granted under the Scheme exceeds the aggregate of **fifteen percent (15%)** of the prevailing total number of issued Shares of the Company (excluding treasury shares, if any) as a result of the Company purchasing, cancelling and/or reducing its Shares in accordance with the Act or the Company undertaking any corporate proposal and thereby diminishing its total number of issued Shares, then the SIS Options granted prior to the adjustment of the total number of issued Shares of the Company shall remain valid and exercisable in accordance with these By-Laws. However, in such a situation, the SIS Committee shall not make any further Offers, unless and until such time when the total number of Shares to be issued under the Scheme falls below **fifteen percent (15%)** of the Company's prevailing total number of issued shares (excluding treasury shares), at any point in time during the duration of the Scheme as provided in **By-Law 19.3** after such adjustment.

## **5. ELIGIBILITY**

- 5.1 To qualify as an Eligible Person for participation in the Scheme, a person must, as at the Date of Offer fulfil the following conditions:
- (a) in respect of an Employee, the Employee must fulfil the following criteria as at the Date of Offer:
    - (i) he/she is at least eighteen (18) years of age and he/she is not an undischarged bankrupt or subject to any bankruptcy proceedings;
    - (ii) he/she is employed on the Date of Offer:
      - (1) on a full-time basis and is on the payroll of any company in the Group and his/her employment has been confirmed by any company in the Group on the Date of Offer; or

- (2) under an employment contract for a fixed duration and has been in the employment of any company in the Group for such period as may be determined by the SIS Committee; and
  - (iii) such Employee falls within any other eligibility criteria that may be determined by the SIS Committee from time to time at its sole discretion, whose decision shall be final and binding.
- (b) in respect of an Eligible Director, the Eligible Director must fulfil the following criteria as at the Date of Offer:
  - (i) he/she is at least eighteen (18) years of age and he/she is not an undischarged bankrupt or subject to any bankruptcy proceedings;
  - (ii) he/she has been appointed as a Director of any company within the Group which is not dormant; and
  - (iii) such Director shall fulfil any other criteria as may be determined by the SIS Committee from time to time at its sole discretion, whose decision shall be final and binding.
- (c) Notwithstanding **By-Laws 5.1(a) and/or 5.1(b)**, the specific allotment to be made to any Eligible Person who is Director, major shareholder or chief executive officer of the Company or holding company of the Company ("**Interested Parties**") or a person connected with any of the Interested Parties, the specific allocation of Shares and/or SIS Options granted by the Company to him/her under the Scheme must be approved by the shareholders of the Company at a general meeting unless such approval is no longer required under the Listing Requirements provided always that such Interested Party and persons connected with them shall not have voted on the resolution approving their respective allocation.
- (d) If the Eligible Person is employed by a company which is acquired by the Group during the duration of the Scheme and becomes a subsidiary whether directly or indirectly held by the Company upon such acquisition, the Eligible Person must fulfil the following as at the Date of Offer:
  - (i) he/she is at least eighteen (18) years of age and he/she is not an undischarged bankrupt or subject to any bankruptcy proceedings; and
  - (ii) he/she is employed full time basis and is on the payroll of the newly acquired company for a continuous period of at least one (1) year and his/her employment has been confirmed by the newly acquired company.

The Eligible Person must fulfil any other criteria and/or fall within such category / designation of employment as may be determined by the SIS Committee from time to time at its sole discretion, whose decision shall be final and binding.

Notwithstanding that, the selection of any Eligible Person for participation in the Scheme as well as the allocation of SIS Options to any Eligible Person shall be at the sole and absolute discretion of the SIS Committee and that the decision of the SIS Committee shall be final and binding.

Notwithstanding the above, the SIS Committee may in its absolute discretion determine any other eligibility criteria and/or waive any of the eligibility criteria as set out in this **By-Law 5.1** for the purpose of selecting an Eligible Person at any time and from time to time, and the decision of the SIS Committee shall be final and binding.

- 5.2 The Eligible Employees or Eligible Directors of the subsidiaries of the Company which are dormant shall not be eligible to participate in the Scheme.
- 5.3 Subject to **By-Law 6.1**, in the event that the SIS Committee has determined that certain Eligible Persons are entitled to be offered additional SIS Options and the Available Balance is insufficient to grant their full additional entitlements, the Available Balance may be distributed on such basis as the SIS Committee may determine and such decision shall be final and binding.
- 5.4 The SIS Committee has the sole and absolute discretion not to make further additional Offers regardless of the amount of the Available Balance.
- 5.5 Each Eligible Person can only participate in the Scheme in one (1) capacity irrespective of the number of directorships or positions he holds in the Group.
- 5.6 Eligibility under the Scheme does not confer a claim or right to participate in the Scheme unless the SIS Committee has made an Offer to the Eligible Person under **By-Law 7**, and an Eligible Person does not acquire or has any rights over or in connection with any SIS Options or the Shares comprised therein unless an Offer has been made by the SIS Committee and has been accepted by the Eligible Person in accordance with the terms of the Offer and the Scheme.
- 5.7 The allocation of the SIS Options pursuant to the Scheme shall be verified by the Audit Committee at the end of each financial year and a statement made by the Audit Committee on the verification of such allocation shall be included in the annual report of the Company.
- 5.8 Where an Offer is made to an Eligible Person who is a member of the SIS Committee, such grant of SIS Option shall be decided and carried out by the SIS Committee PROVIDED ALWAYS that such Eligible Person and persons connected with him/her who are also members of the SIS Committee shall abstain from all deliberations and voting in respect of the Offer proposed to be granted to him/her at the relevant SIS Committee meetings.

**6. BASIS OF ALLOTMENT AND MAXIMUM ALLOWABLE ALLOTMENT**

6.1 Subject to **By-Law 4** and any adjustment which may be made under these By-Laws, the number of SIS Options that may be granted to an Eligible Person shall be determined at the sole and absolute discretion of the SIS Committee after taking into consideration, among other factors, the designation, length of service, work performance of the Eligible Person, and such other factors that the SIS Committee may deem relevant, subject to the following:

- (a) the number of new Shares to be allocated to any Eligible Person who, either singly or collectively through persons connected with him, holds **twenty percent (20%)** or more of the total number of issued Shares (excluding treasury shares, if any), does not exceed **ten percent (10%)** (or such other percentage as may be permitted by Bursa Securities or any other relevant authorities from time to time) of the total number of Shares to be issued under the Scheme;
- (b) the number of new Shares to be allocated, in aggregate to the Directors and Senior Management Personnel shall not exceed **eighty percent (80%)** of the total number of Shares to be made available under the Scheme; and
- (c) the Directors, Senior Management Personnel and members of the SIS Committee shall not participate in the deliberation or discussion in respect of their own allocation as well as to persons connected with them, if any,

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

- 6.2
- (a) An Offer by the SIS Committee to an Eligible Person shall be subject to a minimum of one hundred (100) Shares for each Offer and in multiples of one hundred (100) Shares for each Offer.
  - (b) For avoidance of doubt, the SIS Committee shall have the sole and absolute discretion in determining whether the Shares available for vesting under this Scheme are to be offered to the Eligible Person via:
    - (i) one single Offer at a time to be determined by the SIS Committee; or
    - (ii) several Offers where the vesting of Shares comprised in those Offers is staggered or made in several tranches at such times and on such terms determined by the SIS Committee,

provided always that the aggregate number of new Shares in respect of the Offers granted to the Eligible Persons shall not exceed the amount stipulated in **By-Laws 4.2 and 6.1**. In deciding between (i) and (ii) above, the SIS Committee shall consider, amongst others, whether it wishes to provide a one-off reward for the relevant Eligible Person's contribution to the Group to incentivise the Eligible Person's continued employment with the Group, or to motivate the relevant Eligible Person

to achieve certain milestones throughout the course of the Eligible Person's career progression with the Group moving forward.

- (c) The SIS Committee also has the discretion to determine, amongst others:-
  - (i) whether or not to stagger the Offer over the duration of the Scheme for which each Offer shall be separate and independent from the others, including the maximum allocation of the Offer for each financial year in the event the Offer is staggered over the duration of the Scheme;
  - (ii) the number of SIS Options to be offered in each Offer;
  - (iii) whether or not the SIS Options are subject to any vesting period and if so, the vesting conditions and whether such vesting is subject to performance target; and
  - (iv) such other terms and conditions as it shall deem fit and appropriate to be imposed for the participation in the Scheme.
- (d) In the event that an Eligible Person is moved to a higher category of employment or entitlement within the Scheme, his/her Maximum Allowable Allocation shall be increased accordingly with the scale of such category upon his/her confirmation in the higher category. However, the SIS Committee has the sole and absolute discretion in deciding whether to grant SIS Options or further SIS Options, as the case may be, notwithstanding any such change in the Employee's Maximum Allowable Allocation.
- (e) In the event that an Eligible Person is moved to a lower category, the following provisions shall apply:
  - (i) his/her Maximum Allowable Allocation shall be reduced accordingly with the scale of such category;
  - (ii) in the event that the total number of SIS Options which have been offered to him/her up to the date he/she is moved to the lower category is greater than his/her Maximum Allowable Allocation under such lower category, he/she shall be entitled to continue to hold and to exercise all unexercised SIS Options held by him/her on such date but he/she shall not be entitled to be offered any further SIS Options unless and until he/she is subsequently moved to a higher category or there is an increase to his/her Maximum Allowable Allocation under such lower category, so that his/her new Maximum Allowable Allocation is increased to an amount greater than the total number of SIS Options which have already been offered to him/her; and
  - (iii) in the event that the total number of SIS Options which have been offered to him/her as of the date he/she is moved to the lower category is less than his/her Maximum Allowable Allocation under such lower category, he/she shall be entitled to continue to hold and to exercise all unexercised SIS Options



held by him/her on such date and, subject to **By-Law 6.1** to be offered further SIS Options up to his/her Maximum Allowable Allocation under such lower category.

- 6.3 The SIS Committee shall not be obliged in any way to offer to an Eligible Person all of the specified Maximum Allowable Allocation. The decision of the SIS Committee shall be final and binding.
- 6.4 The SIS Committee may at its sole and absolute discretion introduce additional categories of Eligible Persons which it shall deem necessary during the duration of the Scheme provided always that the Maximum Allowable Allocation in respect of these additional categories are in compliance with the relevant Listing Requirements and applicable laws.
- 6.5 The SIS Committee may make more than one (1) Offer to an Eligible Person provided that the aggregate number of SIS Options offered to an Eligible Person throughout the entire duration of the Scheme does not exceed his Maximum Allowable Allocation.

## **7. OFFER**

- 7.1 During the duration of the Scheme, the SIS Committee may at its sole and absolute discretion at any time and from time to time make Offers in writing to an Eligible Person, subject to the Eligible Person's Maximum Allowable Allocation.
- 7.2 The SIS Committee shall state the following particulars in the Offer:
  - (a) date of the Offer;
  - (b) the vesting conditions of the SIS Options (if any/if applicable);
  - (c) the vesting date(s) of the SIS Options (if any/if applicable);
  - (d) the performance targets (if any/if applicable);
  - (e) the number of SIS Options that are being offered to the Eligible Person;
  - (f) the number of Shares which the Eligible Person shall be entitled to subscribe for upon the exercise of the SIS Options being offered;
  - (g) the SIS Option Period;
  - (h) the Subscription Price;
  - (i) the Offer Period as defined in **By-Law 7.3**; andmay include any other information and/or conditions as may be stipulated by the SIS Committee.
- 7.3 An Offer shall be valid for a period of **thirty (30) days** from the Date of Offer or such period as may be determined by the SIS Committee on a case-to-case basis ("**Offer Period**").

- 7.4 No Offer shall be made to any Interested Party or a person connected with him/her, unless such Offer and the grant of SIS Options have previously been approved by the shareholders of the Company in a general meeting.
- 7.5 Without prejudice to **By-Law 21**, in the event of an error on the part of the Company in stating any of the particulars referred to in **By-Law 7.2**, the following provisions shall apply:
- (a) within **one (1) month** after the discovery of the error, the Company shall issue a supplemental Offer, stating the correct particulars referred to in **By-Law 7.2**;
  - (b) in the event that the error relates to particulars other than the Subscription Price, the Subscription Price applicable in the supplemental Offer shall remain as the Subscription Price as set out in the original Offer; and
  - (c) in the event that the error relates to the Subscription Price, the Subscription Price applicable in the supplemental Offer shall be the correct Subscription Price applicable as at the date of the initial Offer (as determined in accordance with **By-Law 11**), but it shall not apply to any SIS Options which have already been exercised as at the date of issue of the supplemental Offer.
- 7.6 The Company shall keep and maintain at its expense a register of Grantees and shall enter in that register the names and addresses of the Grantees, the Maximum Allowable Allocation, the number of SIS Options offered and accepted, the number of SIS Options exercised, the Date of Offer and the Subscription Price.

## **8. ACCEPTANCE**

- 8.1 An Offer must be accepted by an Eligible Person within the Offer Period by written notice to the SIS Committee accompanied by a payment of a nominal non-refundable consideration of **Ringgit Malaysia One (RM1.00) only** for the grant of the SIS Options. The date of receipt by the SIS Committee of such written notice shall constitute the Date of Acceptance.
- 8.2 If an Offer is not accepted in the foregoing manner, the Offer shall automatically lapse upon the expiry of the Offer Period and shall be null and void and be of no further force and effect. The number of SIS Options offered in the lapsed Offer shall be deducted from the Maximum Allowable Allocation or the balance of the Maximum Allowable Allocation of that Eligible Person, and that Eligible Person shall not be entitled to be offered the number of SIS Options offered in the lapsed Offer, in any Offers made in the future unless otherwise decided by the SIS Committee. However, SIS Options not taken up resulting from the non-acceptance of Offers within the Offer Period shall thereafter form part of the balance of SIS Options available under the Scheme for future Offers.
- 8.3 The Offer shall automatically lapse and be null and void in the event of death of an Eligible Person or in the event an Eligible Person shall cease to be an Eligible Director or an Eligible Employee within the Group for any reason whatsoever, or become a bankrupt prior to the acceptance of the Offer by the Eligible Person in the manner set out in **By-Law 8**.

**9. NON-TRANSFERABILITY**

- 9.1 An SIS Option is personal to the Grantee and subject to the provisions of **By-Law 14**, is exercisable only by the Grantee personally during his lifetime.
- 9.2 An SIS Option shall not be transferred, assigned, disposed of or made subject to any encumbrances by the Grantee save and except in the event of the death of the Grantee as provided under **By-Law 14.3**. Any such transfer, assignment, disposal or encumbrance shall result in the automatic cancellation of the SIS Option.

**10. EXERCISE OF SIS OPTIONS**

- 10.1 Subject to **By-Laws 14, 16 and 17**, an SIS Option granted to an Eligible Person under the Scheme is exercisable by the Eligible Person as the Eligible Person may be entitled under the SIS Option at any time during the SIS Option Period. There will be no restriction to the Eligible Person on the percentage of SIS Options exercisable during the SIS Option Period.
- 10.2 Any SIS Options which remain unexercised at the expiry of the SIS Option Period shall be automatically terminated without any claim against the Company.
- 10.3 A Grantee shall exercise his SIS Options by notice in writing to the Company in the prescribed form stating the number of SIS Options exercised, the number of new Shares relating thereto and the Grantee's individual/nominee CDS Account number ("**Exercise Notice**"). The procedure for the exercise of SIS Options to be complied with by a Grantee shall be determined by the SIS Committee from time to time. The SIS Options shall be exercised in multiples of and not less than one hundred (100) new Shares. The exercise by a Grantee of some but not all of the SIS Options which have been offered to and accepted by him/her shall not preclude the Grantee from subsequently exercising any other SIS Options which have been or will be offered to and accepted by him/her, during the SIS Option Period. In the event that the balance of the SIS Options exercisable by a Grantee in accordance with these By-Laws shall be less than one hundred (100) new Shares, the said balance, if exercised, must be exercised in a single tranche.
- 10.4 Every Exercise Notice shall be accompanied by a remittance in Ringgit Malaysia as may be determined by the SIS Committee in the form of a banker's draft or banker's cheque for the full amount of the subscription money in relation to the number of new Shares in respect of which the Exercise Notice is given.
- 10.5 Within **eight (8) Market Days** of the receipt by the Company of such Exercise Notice and payment, or such other period as may be prescribed by Bursa Securities, and subject to the Constitution, the Company shall allot the relevant number of new Shares to the Grantee. The said new Shares will be credited directly into the Grantee's individual/nominee CDS Account as stipulated by the Grantee in the Exercise Notice, and a notice of allotment stating the number of new Shares so credited will be issued to the Grantee. No physical certificates will be issued. An application will be made by the Company for the listing and quotation of such new Shares to Bursa Securities.

- 10.6 The Company, the Board and the SIS Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities howsoever arising in the event of any delay on the part of the Company in allotting and issuing the new Shares or in procuring Bursa Securities to list and quote the new Shares subscribed for by a Grantee or any delay in receipt or non-receipt by the Company of the Exercise Notice or for any errors in any Offers.
- 10.7 Any failure to comply with the procedures specified by the SIS Committee or to provide information as required by the Company in the Exercise Notice or inaccuracy in the CDS Account number provided shall result in the Exercise Notice being rejected at the discretion of the SIS Committee, and the SIS Committee shall inform the Grantee of the rejection of the Exercise Notice within **fourteen (14) Market Days** from the date of rejection and the Grantee shall be deemed to not have exercised his/her SIS Option.
- 10.8 Every SIS Options shall be subjected to the condition that no new Shares shall be issued pursuant to the SIS Options if such issue would be contrary to any law, enactment, rule and/or regulation of any legislative or non-legislative body which may be in force during the duration of the Scheme or such period as may be extended.

#### **10A. DISCIPLINARY PROCEEDING**

- 10A.1 Notwithstanding anything to the contrary contained in these By-Laws, the SIS Committee shall have the discretion by giving notice in writing to any Grantee who is being subjected to any disciplinary proceeding (whether or not such disciplinary proceedings will give rise to a dismissal or termination of service) to suspend his rights to exercise his SIS Option pending the outcome of such disciplinary proceeding. In addition to this rights of suspension, the SIS Committee may impose such terms and conditions as it shall deem appropriate in its discretion, on the rights of exercise of the SIS Option having regard to the nature of the charges made or brought against such Grantee, provided always that:
- (a) in the event such Grantee is found not guilty of the charges which gave rise to such disciplinary proceeding at the end of its proceedings, the SIS Committee shall reinstate the rights of such Grantee to exercise his SIS Option as if such disciplinary proceeding had not been instituted in the first place;
  - (b) in the event the disciplinary proceeding resulted in a recommendation for the dismissal or termination of service of such Grantee, the SIS Option shall be immediately terminated and be null and void and be of no further force and effect upon the Grantee being served the notice of the dismissal or termination of service notwithstanding that such recommendation may be subsequently challenged (successfully or otherwise) by the Grantee in any other forum;
  - (c) in the event such Grantee is found guilty but is not dismissed or terminated, the SIS Committee shall have the rights to determine at its discretion whether or not the Grantee may continue to exercise his SIS Option and if so, to impose such limits, terms and conditions as it deems appropriate, on such exercise rights; and

- (d) in the event that no decision is made and/or the disciplinary proceedings are not concluded prior to the Date of Expiry, the SIS Options of such Grantee shall lapse immediately upon the Date of Expiry without notice,

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

For the purpose of this By-Law, a Grantee shall be deemed to be subject to “**disciplinary proceedings**” if:

- (i) the Grantee is suspended from work pending investigation into his/her conduct;
- (ii) the Grantee is issued with a letter requiring him/her to attend an internal domestic inquiry; or
- (iii) such other instances as the Board may deem as being subject to disciplinary proceedings.

## **11. SUBSCRIPTION PRICE**

The Subscription Price of each new Share comprised in any SIS Option shall be determined by the Board upon recommendation of the SIS Committee and fixed based on the **five (5)-day weighted average market price of the Shares**, immediately preceding the Date of Offer, with a discount of not more than ten percent (10%), subject to such adjustments as stipulated under **By-Law 15** or as may be amended, varied or supplemented from time to time.

## **12. RANKING OF THE NEW SHARES TO BE ISSUED PURSUANT TO THE EXERCISE OF THE SIS OPTIONS**

The new Shares to be issued upon the exercise of any SIS Options shall, upon allotment and issuance, rank equally in all respects with the existing Shares, save and except that the new Shares shall not be entitled to any dividends, rights, allotments and/or other distributions that may be declared, made or paid, for which 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 distributions) is prior to the date of allotment and issuance of the new Shares to be issued upon the exercise of any SIS Options.

The new Shares will be subject to all the provisions of the Constitution including those relating to the transfer, transmission and otherwise of the Shares.

## **13. RETENTION/RESTRICTION OF SHARES**

The new Shares to be allotted and issued to a Grantee (save for an Eligible Director who is a Non-Executive Director) pursuant to the exercise of SIS Options under the Scheme will not be subject to any retention period or restriction on transfer unless stated otherwise in the Offer as may be determined by the SIS Committee from time

to time at its discretion. However, the Company encourages the Grantee to hold such Shares for as long as possible although a Grantee may sell such Shares at any time after such Shares have been credited to the Grantee's individual/nominee CDS Account. The Shares allocated under the Scheme are intended for the Grantee to hold as an investment rather than for realisation to yield quick profit.

A Grantee, who is a Non-Executive Director shall not sell, transfer or assign the new Shares obtained through the exercise of SIS Options offered to him pursuant to the Scheme within **one (1) year** from the Date of Offer, as per Listing Requirements or such period as may be prescribed by Bursa Securities.

#### **14. TERMINATION OF SIS OPTION**

14.1 Any SIS Option which has not been exercised by a Grantee shall be automatically terminated in the following circumstances:

- (a) cessation of directorship or employment of the Grantee with the Group for any reason whatsoever, in which event the SIS Option shall be automatically terminated on the day which the SIS Committee shall at its absolute discretion determine on a case to case basis; or
- (b) upon the happening of any event which results in the Grantee being deprived of the beneficial ownership of the SIS Option; or
- (c) if the Grantee becomes a bankrupt in which event the SIS Option shall be automatically terminated on the day the Grantee is adjudicated bankrupt; or
- (d) subject to **By-Law 18**, winding up or liquidation of the Company; or
- (e) termination of the Scheme pursuant to **By-Law 19.6**, in which event the SIS Options shall be automatically terminated and cease to be valid without any claim against the Group on the Termination Date (as defined in **By-Law 19.6**).

Upon the termination of SIS Options pursuant to **By-Law 14.1** above, the Grantee shall have no right to compensation or damages or any claim against the Group for any loss of any right or benefit or prospective right or benefit under the Scheme which he/she might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from his ceasing to hold office or employment or from the suspension of his right to exercise his SIS Options or his SIS Options ceasing to be valid on having been terminated.

14.2 Notwithstanding **By-Law 14.1** above, the SIS Committee may at its sole and absolute discretion allow an SIS Option to remain exercisable during the SIS Option Period on such terms and conditions as it shall deem fit if the cessation occurs as a result of:

- (a) retirement in accordance with the applicable retirement policy of the Group, as may be amended from time to time, on attaining the Group's then prevailing retirement age;

- (b) retirement before attaining the Group's then prevailing retirement age with the consent of his/her employer;
- (c) ill-health, injury, physical or mental disability;
- (d) redundancy, retrenchment or voluntary separation scheme;
- (e) secondment or transfer to any company outside the Group at the direction of a company within the Group; or
- (f) any other circumstances which are acceptable to the SIS Committee in its sole and absolute discretion.

14.3 In the event that a Grantee dies before the expiry of the SIS Option Period and, at the date of death, holds any SIS Options which are unexercised, such SIS Options may be exercised by the personal or legal representative of the deceased Grantee within the SIS Option Period or within **twelve (12) months** after the Grantee's death, whichever expires first, subject to the approval of the SIS Committee and/or terms and conditions as set out by the SIS Committee.

14.4 Unless otherwise agreed in writing by the SIS Committee at its sole discretion, upon the resignation of the Grantee from his/her employment or directorship with the Group (as the case may be), an SIS Option shall lapse forthwith on the date the Grantee tenders his/her resignation. Any SIS Option which lapses upon the resignation of the Grantee from his/her employment or directorship with the Group (as the case may be), at the discretion of the SIS Committee, shall be offered to other Eligible Persons.

14.5 In the event of the liquidation of the Company, all unexercised or partially exercised SIS Options shall lapse.

## **15. ALTERATION OF SHARE CAPITAL AND ADJUSTMENTS**

15.1 Subject to **By-Law 15.4**, in the event of any alteration in the capital structure of the Company during the SIS Option Period, whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of Shares or reduction of capital or any other variation of capital shall take place, the SIS Committee may, at its discretion, determine whether adjustment shall be made to:

- (a) the Subscription Price;
- (b) the number of SIS Options granted to each Grantee (excluding the SIS Options already exercised); and/or
- (c) the number of Shares and/or Subscription Price comprised in the Offer which is open for acceptance during the Offer Period (if such Offer is subsequently accepted in accordance with the terms and conditions of the Offer and these By-Laws),

to ensure that the capital outlay to be incurred by the Grantee in subscribing for the same proportion of Shares to which the Grantee was entitled to prior to the event giving rise to such adjustments (i.e. not taking into account the SIS Options already exercised) shall remain unaffected.

Any adjustment (other than an adjustment pursuant to a bonus issue, subdivision or consolidation of Shares) must be confirmed in writing by external auditors of the Company or the Adviser, acting as an expert and not as an arbitrator.

15.2 The following provisions shall apply in relation to an adjustment which is made pursuant to **By-Law 15.1**:

- (a) any adjustment to the Subscription Price shall be rounded up to the nearest one (1) sen; and
- (b) in determining a Grantee's entitlement to subscribe for Shares, any fractional entitlements will be disregarded.

15.3 Subject to **By-Law 15.2**, the Subscription Price and/or the number of SIS Options granted to each Grantee so far unexercised shall from time to time be adjusted, calculated and determined by the SIS Committee in accordance with the formulas set out in this **By-Law 15.3** in consultation with the Company's external auditors or an Adviser of the Company.

(a) **Consolidation or subdivision**

If and whenever a Share by reason of any consolidation or subdivision, the Subscription Price and/or the additional number of SIS Options shall be adjusted, calculated or determined in the following manner:

$$\begin{aligned}
 \text{New Subscription Price} &= EP \times \frac{\text{Total number of issued shares before the consolidation or subdivision}}{\text{Total number of issued shares after the consolidation or subdivision}} \\
 \text{Additional number of SIS Options} &= \left[ T \times \frac{\text{Total number of issued shares after the consolidation or subdivision}}{\text{Total number of issued shares before the consolidation or subdivision}} \right] - T
 \end{aligned}$$

Where:

EP = Existing Subscription Price; and

T = Existing number of SIS Options held.

Such adjustment will be effective from the close of business on the Market Day immediately following the Entitlement Date on which the consolidation or subdivision becomes effective (being the date the Shares are traded on Bursa Securities), or such other period as may be prescribed by Bursa Securities.



(b) **Capitalisation of profits/reserves**

If and whenever the Company shall make any issue of new Shares to ordinary shareholders by way of bonus issue or capitalisation of profits or reserves of the Company (whether of a capital or income nature), the Subscription Price shall be adjusted by multiplying it by the following fraction:

$$\frac{A}{A+B}$$

and the additional number of SIS Options to be issued shall be calculated as follows:

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

Where:

- A = the aggregate number of issued shares of the Company immediately before such bonus issue or capitalisation issue;
- B = the aggregate number of new Shares to be issued pursuant to any allotment to ordinary shareholders of the Company by way of bonus issue or capitalisation of profits or reserves of the Company (whether of a capital or income nature); and
- T = As defined in **By-Law 15.3(a)**.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the Entitlement Date of such issue.

(c) If and whenever the Company shall make:

- (i) **Capital distribution**  
a Capital Distribution (as defined below) to ordinary shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
- (ii) **Rights issue of Shares**  
any offer or invitation to ordinary shareholders whereunder they may acquire or subscribe new Shares by way of rights; or
- (iii) **Rights issue of convertible securities**  
any offer or invitation to 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 attached thereto,

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

$$\frac{C - D}{C}$$

and in respect of the case referred to in **By-Law 15.3(c)(ii)**, the number of additional SIS Options to be issued shall be calculated as follows:

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

Where:

T = as defined in **By-Law 15.3(a)**;

C = the current market price 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; and

D = (aa) in the case of an offer or invitation to acquire or subscribe for new Shares under **By-Law 15.3(c)(ii)** or for securities convertible into Shares or securities with rights to acquire or subscribe for new Shares under **By-Law 15.3(c)(iii)**, the value of rights attributable to one (1) existing Share (as defined below); or

(bb) in the case of any other transaction falling within **By-Law 15.3(c)**, the fair market value as determined by the Company (with the concurrence of the Company's external auditor) of that portion of the Capital Distribution attributable to one (1) existing Share.

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

$$\frac{C - E}{F + 1}$$

Where:

C = as defined in **By-Law 15.3(c)**;

E = the subscription price for one (1) additional Share under the terms of such offer or invitation or one (1) additional security convertible into Shares or one (1) additional security with rights to acquire or subscribe for Shares; and

F = the number of existing 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 one (1) additional security with rights to acquire or subscribe for Shares.

For the purpose of definition “D\*” above, the “**value of rights attributable to one (1) existing Share**” shall be calculated in accordance with the formula:-

$$\frac{C - E^*}{F^* + 1}$$

Where:

C = as defined in **By-Law 15.3(c)**;

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

F\* = the number of existing Shares which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share.

For the purposes of **By-Law 15.3(c)**, “**Capital Distribution**” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of new Shares (not falling under **By-Law 15.3(b)**) or other securities by way of capitalisation of profits or reserves of the Company (whether of a capital or income nature).

Any distribution out of profits or reserves made (whenever paid and howsoever described) shall 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 statement of comprehensive income of the Company for any period as shown in the audited consolidated profit and loss accounts of the Company.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the Entitlement Date for such issue.

(d) **Capitalisation of profits/reserves and rights issue of Shares/convertible securities**

If and whenever the Company makes any allotment to its ordinary shareholders as provided in **By-Law 15.3(b)** and also makes any offer or invitation to its ordinary shareholders as provided in **By-Laws 15.3(c)(ii)** or **15.3(c)(iii)** and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the Subscription Price shall be adjusted by multiplying it by the following fraction:-

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

and where the Company makes any allotment to its ordinary shareholders as provided in **By-Law 15.3(b)** and also makes any offer or invitation to its ordinary shareholders as provided in **By-Law 15.3(c)(ii)** and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the number of additional SIS Options to be issued shall be calculated as follows:

$$\text{Additional number of SIS Options} = \left[ T \times \frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right] - T$$

Where:

- B = as defined in **By-Law 15.3(b)**;
- C = as defined in **By-Law 15.3(c)**;
- G = the aggregate number of issued shares of the Company on the Entitlement Date;
- H = the aggregate number of new Shares 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 new Shares or rights to acquire or subscribe for new Shares, as the case may be;
- H\* = the aggregate number of Shares under an offer or invitation to acquire or subscribe for Shares by way of rights;
- I = the subscription price of one (1) additional new 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 new Share under the offer or invitation to acquire or subscribe for Shares; and
- T = as defined in **By-Law 15.3(a)**.

Unless otherwise as may be prescribed by Bursa Securities, such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the Entitlement Date for such issue.

(e) **Rights issue of Shares and rights issue of convertible securities**

If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for new Shares as provided in **By-Law 15.3(c)(ii)** together with an offer or invitation to acquire or subscribe for securities convertible into new Shares as provided in **By-Law 15.3(c)(iii)** and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the Subscription Price shall be adjusted by multiplying it by the following fraction:

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

and the number of additional SIS Options to be issued shall be calculated as follows:

$$\text{Additional number of SIS Options} = \left( T \times \left( \frac{(G + H^*) \times C}{(G \times C) + (H^* \times I^*)} \right) \right) - T$$

Where:

- C = as defined in **By-Law 15.3(c)**;
- G = as defined in **By-Law 15.3(d)**;
- H = as defined in **By-Law 15.3(d)**;
- H\* = as defined in **By-Law 15.3(d)**;
- I = as defined in **By-Law 15.3(d)**;
- I\* = as defined in **By-Law 15.3(d)**;
- J = the aggregate number of new Shares to be issued to its ordinary shareholders upon conversion of such securities or exercise of such rights to subscribe for new Shares by the ordinary shareholders;
- 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 = as defined in **By-Law 15.3(a)**;

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the Entitlement Date for such issue.

(f) **Capitalisation of profits/reserve, rights issue of shares and rights issue of convertible securities**

If and whenever the Company makes an allotment to its ordinary shareholders as provided in **By-Law 15.3(b)** and also makes an offer or invitation to acquire or subscribe for Shares to its ordinary shareholders as provided in **By-Law 15.3(c)(ii)**, together with rights to acquire or subscribe for securities convertible into new Shares or with rights to acquire or subscribe for Shares as provided in **By-Law 15.3(c)(iii)**, and the Entitlement Date for the purpose of allotment is also the Entitlement Date for the purpose of the offer or invitation, the Subscription Price shall be adjusted by multiplying it by the following fraction:-

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

and the number of additional SIS Options to be issued shall be calculated as follows:

$$\text{Additional number of SIS Options} = \left[ T \times \left[ \frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right] \right] - T$$

Where:

- B = as defined in **By-Law 15.3(b)**;
- C = as defined in **By-Law 15.3(c)**;
- G = as defined in **By-Law 15.3(d)**;
- H\* = as defined in **By-Law 15.3(d)**;
- I\* = as defined in **By-Law 15.3(d)**;
- J = as defined in **By-Law 15.3(e)**;
- K = as defined in **By-Law 15.3(e)**; and
- T = as defined in **By-Law 15.3(a)**;

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the Entitlement Date for such issue.

(g) **Others**

If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders alike and requiring an adjustment under **By-Laws 15.3(c)(ii), 15.3(c)(iii), 15.3(d), 15.3(e), 15.3(f) above**), the Company shall issue either new Shares or any securities convertible into new Shares or with rights to acquire or subscribe for new Shares, and in any such case, the Total Effective Consideration per Share (as defined below) is less than ninety per cent (90%) of the Average Price for a Share (as defined below) 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, then the Subscription Price shall be adjusted in the following manner:

$$\frac{L+M}{L+N}$$

Where:

- L = 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;
- M = The number of Shares which the Total Effective Consideration (as defined below) would have purchased at the Average Price (as defined below) (exclusive of expenses);

N = The aggregate number of new Shares so issued or in the case of securities convertible into Shares or with rights to acquire or subscribe for Shares, the maximum number (assuming no adjustment of such rights) of Shares which may be issued upon full conversion of such securities or the exercise in full of such rights.

For the purposes of **By-Law 15.3(g)**, the “**Total Effective Consideration**” shall be as determined by the SIS Committee with the concurrence of the external auditors of the Company or the Adviser of the Company and shall be:-

- (i) in the case of the issue of new Shares, the aggregate consideration receivable by the Company on payment in full for such Shares; or
- (ii) 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
- (iii) 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 any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration per Share**” shall be the Total Effective Consideration divided by the number of new Shares issued as aforesaid or, in the case of securities convertible into new Shares, by the maximum number of new Shares issuable on full conversion of such securities or on exercise in full of such rights. For the purpose of **By-Law 15.3(g)**, the “**Average Price**” of a Share shall be the average price of one (1) Share as derived from the last transacted price for one (1) or more board lots of Shares as quoted on the 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 such adjustment will be calculated (if appropriate, retroactively) from the close of business on Bursa Securities on the Market Day following the date on which the issue is announced, or (failing any such announcement) on the Market Day following the date on which the Company determines the offering price of such Shares, securities or rights, as the case may be. Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the completion of the above transaction.

- (h) For the purpose of **By-Laws 15.3(c), (d), (e) and (f)**, the “**Current Market Price**” in relation to one (1) existing Share for any relevant day shall be the average of the last traded prices for the five (5) consecutive Market Days before such date or during such other period as may be determined in accordance with any guidelines issued, from time to time, by the relevant authorities.

- (i) Any adjustment (other than an adjustment pursuant to a bonus issue, subdivision or consolidation of Shares) must be confirmed in writing by the Company's external auditors or an Adviser of the Company (acting as experts and not as arbitrators), upon reference to them by the SIS Committee, to be in their opinion, fair and reasonable, **PROVIDED ALWAYS THAT:**
  - (i) upon any adjustment to the Subscription Price shall be rounded up to the nearest one (1) sen;
  - (ii) in the event that a fraction of a new Share arising from the adjustment referred to in these By-Laws would otherwise be required to be issued upon the exercise of an SIS Option by the Grantee, the Grantee's entitlement shall be rounded down to the nearest whole number;
  - (iii) upon any adjustment being made pursuant to these By-Laws, the SIS Committee shall within **thirty (30) days** of the effective date of the alteration in the capital structure of the Company, notify the Grantee (or his/her Representative where applicable) in writing informing him/her the adjusted Subscription Price thereafter in effect and/or the revised number of SIS Options to be issued; and
  - (iv) any adjustments made must be in compliance with the provisions for adjustment as provided in these By-Laws.

Notwithstanding the foregoing, any adjustments to the Subscription Price and/or the number of SIS Options to be issued so far as unexercised arising from a bonus issue, need not be confirmed in writing by the Company's external auditors or an Adviser of the Company.

- 15.4 The provisions of this **By-Law 15** shall not be applicable where an alteration in the capital structure of the Company arises from any of the following:-
- (a) an issue of Shares pursuant to the exercise of the SIS Options under the Scheme; or
  - (b) an issue of securities as consideration or part consideration for an acquisition of any other securities, assets or business; or
  - (c) an issue of securities via a placement (including an issuance of securities pursuant to Sections 75 or 76 of the Act); or
  - (d) any special issuance of new Shares or other securities to Bumiputera investors nominated by the Malaysian government and/or any other relevant authority of the Malaysian government to comply with the Malaysian government's policy on Bumiputera capital participation; or
  - (e) a restricted issue of securities; or
  - (f) an issue of new Shares arising from the exercise of any conversion rights attached to securities convertible into new Shares or upon exercise of any other rights including warrants, convertible loan stocks or other instruments by the Company; or



- (g) a purchase by the Company of its own Shares of all or a portion of such Shares purchased pursuant to Section 127 of the Act;
  - (a) an issue of further SIS Options to Eligible Persons pursuant to adjustments made under **By-Law 15**; or
  - (b) any other proposals which will not result in an adjustment to the reference price of the Shares and as amended from time to time by the relevant authorities such as Bursa Securities and Securities Commission Malaysia.
- 15.5 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to the Act, **By-Law 15.1** shall be applicable 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 15.1** is applicable, but **By-Law 15.1** 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 15.1** is not applicable as described in **By-Law 15.4**.
- 15.6 An adjustment pursuant to **By-Law 15.1** shall be made according to the following terms:-
  - (a) in the case of a rights issue, bonus issue or other capitalisation issue, on the next Market Day immediately following the Entitlement Date in respect of such issue; or
  - (b) in the case of a consolidation or subdivision of Shares or reduction of capital or any other variation of capital, on the next Market Day immediately following the date on which the consolidation, subdivision or reduction or variation becomes effective or such other period as may be prescribed by Bursa Securities.

Upon any adjustment being made, the Company shall give notice in writing within **thirty (30) days** from the date of adjustment to the Grantee, or his legal or personal representative where the Grantee is deceased, to inform him/her of the adjustment and the event giving rise thereto.
- 15.7 Notwithstanding the provisions referred to in these By-Laws and to the extent permitted by law, the SIS Committee may exercise its discretion to determine:
  - (a) whether any adjustments to the Subscription Price and/or number of SIS Options to be issued as provided for under these By-Laws, be calculated on a different basis or date or should take effect on a different date; or
  - (b) that such adjustments be made to the Subscription Price and/or number of SIS Options to be issued notwithstanding that no such adjustment formula has been explicitly set out in these By-Laws provided that the adjustment is in compliance with the Listing Requirements and Act and not detrimental to the Grantees; and/or
  - (c) that the adjustments provided under these By-Laws should not be made.

**16. TAKE-OVERS, SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC.**

16.1 In the event of:

- (a) a take-over offer being made for, under the Rules on Take-Overs, Mergers and Compulsory Acquisitions 2016, to acquire the whole of the issued share capital of the Company (or such part thereof not at the time held by the person making the take-over (“**Offeror**”) or any persons acting in concert with the Offeror), a Grantee will be entitled within such period to be determined by the SIS Committee, to exercise all or any part of his/her SIS Options and the Board shall use their best endeavours to procure that such a general offer be extended to the Shares that may be issued pursuant to the exercise of the SIS Options under these By-Laws; or
- (b) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of Shares under the provisions of any applicable statutes, rules and/or regulations and gives notice to the Grantee that it intends so to exercise such rights on a specific date (“**Specified Date**”), a Grantee will be entitled to exercise all or any part of his/her SIS Options from the date of service of the said notice to the Company until the expiry of the Specified Date.

In the foregoing circumstances, if the Grantee fails to exercise his/her SIS Options or elects to exercise only in respect of a portion of such SIS Options, then any SIS Options to the extent unexercised by the expiry of the periods stipulated in the aforesaid circumstances shall automatically lapse and be null and void.

- 16.2 In the event of the court sanctioning a compromise or arrangement between the Company and its members proposed for the purpose of, or in connection with, a scheme of arrangement and reconstruction of the Company under the Act or its amalgamation with any other company or companies under the Act or the Company decided to merge with other company or companies, the SIS Committee may at its absolute discretion decide whether a Grantee may be entitled to exercise all or any part of his/her SIS Options which remains unexercised at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court and ending on the date upon which it becomes effective **PROVIDED ALWAYS THAT** no SIS Option shall be exercised after the expiry of the SIS Option Period. Upon the compromise or arrangement becoming effective, all unexercised SIS Options shall automatically lapse and shall become null and void and of no further force and effect.

**17. DIVESTMENT FROM AND TRANSFER TO/FROM THE GROUP**

- 17.1 In the event that a company within the Group shall be divested from the Group, a Grantee who is holding directorship in or employed by such company shall be entitled to continue to hold and to exercise all the SIS Options held by him on the date of completion of such divestment until the expiry of **three (3) months** from the date of completion of such divestment subject to such exercise being made within the SIS Option Period and in accordance with the provisions of **By-Law 10.3**. In the event that the Grantee does not so exercise some or all of such SIS Options, the unexercised SIS Options shall be automatically terminated upon the expiry of the said **three (3) months** period.

- 17.2 For the purposes of **By-Law 17.1**, a company shall be deemed to be divested from the Group in the event that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act.
- 17.3 In the event that the Grantee is transferred from the Group to any associated companies of the Group (which definition shall be that which is adopted by the Financial Reporting Standard issued by the Malaysian Accounting Standards Board) or to any related companies (as defined in Section 6 of the Act) of the Company which have an existing employees' share issuance scheme in which the Grantee will be entitled to participate, unless approved by the SIS Committee in writing, the SIS Options unexercised on the date of transfer shall be null and void and be of no effect.
- 17.4 In the event that:
- (a) an Eligible Person who was employed in a company which is related to the Company pursuant to Section 6 of the Act (that is to say, a company which does not fall within the definition of the "**Group**") and is subsequently transferred from such company to any company within the Group; or
  - (b) an Eligible Person who was in the employment of a company which subsequently becomes a member of the Group as 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 abovementioned company in (a) and (b) herein referred to as the "**Previous Company**"), such Eligible Person of the Previous Company will be eligible to participate in this Scheme, if the affected Eligible Person becomes 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 part (b) above as a subsidiary as defined in Section 4 of the Act or any other statutory regulation in place thereof during the tenure of the Scheme, the Scheme shall apply to the Eligible Person of such company on the date such company becomes a subsidiary of the Group (provided that such subsidiary is not dormant) falling within the meaning of the expression of "**Eligible Person**" under **By-Law 3** and the provisions of the By-Laws shall apply.

## **18. WINDING UP**

All outstanding SIS Options shall be automatically terminated and be of no further force and effect in the event that a resolution is passed or a court order is made for the winding up of the Company commencing from the date of such resolution or the date of the court order. In the event a petition is presented in court for the winding-up or liquidation of the Company, all rights to exercise the SIS Options shall automatically be suspended from the date of the presentation of the petition. Conversely, if the petition for winding-up is dismissed by the court, the right to exercise the SIS Options shall accordingly be unsuspended.

**19. DURATION, TERMINATION AND EXTENSION OF THE SCHEME**

- 19.1 The effective date for the implementation and launching of the Scheme shall be the date of full compliance with all the relevant requirements of the Listing Requirements including the following:
- (a) the submission of the final copy of the By-Laws to Bursa Securities pursuant to the Listing Requirements;
  - (b) the receipt of approval-in-principle from Bursa Securities for the listing and quotation of the new Shares to be issued from the exercise of the SIS Options under the Scheme;
  - (c) the approval of the Company's shareholders in a general meeting for the Scheme;
  - (d) the approval(s) of any other relevant authorities, if any; and
  - (e) the fulfilment of all conditions attaching to the aforesaid approvals, if any.
- 19.2 The Adviser of the Company shall submit a confirmation letter to Bursa Securities of full compliance pursuant to the Listing Requirements stating the Effective Date of the Scheme together with a certified true copy of the relevant resolution passed by the shareholders of the Company in a general meeting. The confirmation letter must be submitted to Bursa Securities no later than five **(5) Market Days** after the Effective Date.
- 19.3 The Scheme shall be in force for a period of **five (5) years** from the Effective Date, provided always that on or before the expiry thereof, the Board shall have the absolute discretion, without the sanction, approval, consent or authorisation of the Company's shareholders in a general meeting, to extend the duration of the Scheme (as the Board may deem fit) for up to a further **five (5) years** provided that the Company shall serve appropriate notices on each Grantee and/or make the necessary announcements to Bursa Securities (if required). Any extended Scheme under this provision shall be implemented in accordance with the terms of the By-Laws, subject however to any revisions and/or changes to the relevant laws and/or regulations then in force.
- For avoidance of doubt, the duration of the Scheme shall not in aggregate exceed **ten (10) years** from the Effective Date.
- 19.4 Offers can only be made during the existence of the Scheme and before the Date of Expiry.
- 19.5 Notwithstanding anything to the contrary, all unexercised SIS Options shall lapse on the Date of Expiry.
- 19.6 Notwithstanding the provisions of **By-Law 19.3**, and subject always to compliance with Bursa Securities and any other regulatory authorities' requirements, guidelines or directives, the Scheme may be terminated at any time during the duration of the Scheme by the SIS Committee upon approval of the Board without obtaining the consents from the Grantees or approvals from the shareholders of the Company provided that the Company makes an

announcement which shall include the effective date of termination (“**Termination Date**”), number of SIS Options exercised or Shares vested and reasons for termination immediately to Bursa Securities pursuant to the Listing Requirements.

19.7 Upon termination of the Scheme, the following shall apply:

- (a) the SIS Committee shall make no further Offers;
- (b) all Offers which have yet to be accepted by the Eligible Persons shall automatically lapse on the Termination Date;
- (c) all Offers which have yet to be vested in the Eligible Persons shall automatically lapse on the Termination Date; and
- (d) all outstanding SIS Options which have yet to be exercised by the Grantees and/or vested (if applicable) shall be automatically terminated and be null and void on the Termination Date.

For the avoidance of doubt, SIS Options which have been exercised but where the new Shares have yet to be issued or registered in the name of the Eligible Person or his estate as at the date of the resolution to terminate the Scheme shall remain effective and the Company shall issue and register the new Shares accordingly.

## **20. SUBSEQUENT EMPLOYEE SHARE ISSUANCE SCHEME**

Subject to the approval of the relevant authorities and compliance with the requirements of the relevant authorities, the Company may establish a new employees share issuance scheme after the Date of Expiry or after the termination of the Scheme pursuant to **By-Law 19.6**, provided that the aggregate number of shares available under all the Schemes does not breach the maximum limit prescribed in the prevailing guidelines issued by Bursa Securities, the Listing Requirements or any other relevant authorities as amended from time to time.

## **21. ADMINISTRATION**

- 21.1 The Scheme shall be administered by the SIS Committee. The SIS Committee shall, subject to these By-Laws, administer the Scheme in such manner as it shall think fit.
- 21.2 Without limiting the generality of **By-Law 21.1**, the SIS Committee may, for the purpose of administering the Scheme, do all acts and things and enter into any transaction, agreement, deed, documents or arrangement, and make rules, regulations or impose terms and conditions, rectify any errors in Offers, execute all documents and delegate any of its powers and duties relating to the Scheme as it may in its discretion consider to be necessary or desirable for giving effect to the Scheme.
- 21.3 The Board shall have power at any time and from time to time to rescind the appointment of any person appointed to the SIS Committee as it shall deem fit.

**22. MODIFICATION, VARIATION AND/OR AMENDMENT TO THE BY-LAWS**

- 22.1 Subject to **By-Law 22.2**, the SIS Committee may at any time and from time to time recommend to the Board any additions or amendments to or deletions of these By-Laws as it shall in its discretion think fit and the Board shall have the power by resolution to add to, amend or delete all or any of these By-Laws upon such recommendation subject to the Company submitting a confirmation letter to Bursa Securities for the amendment made, that the said amendment is in compliance with the provisions of the Listing Requirements pertaining to employees share issuance scheme and Rules of Bursa Depository (as defined under the Listing Requirements) pursuant to the Listing Requirements.
- 22.2 The approval of the shareholders of the Company in general meeting shall not be required for any amendments to the By-Laws PROVIDED THAT no additions or amendments to or deletions of these By-Laws shall be made which will:
- (a) prejudice any rights then accrued to any Grantee without the prior consent or sanction of that Grantee;
  - (b) increase the number of Shares available under the Scheme beyond the maximum imposed by **By-Law 4.2**; or
  - (c) alter to the advantage of the Eligible Person and/or Grantee any provisions of the Scheme without the prior approval of the Company's shareholders in a general meeting.
- 22.3 For the purpose of complying with, and to the extent required under, the provisions of Appendix 6E of the Listing Requirements, the provisions of **By-Laws 4, 5, 6, 8, 10, 11, 12, 13, 15, 18, 19 and 22** shall not be amended or altered in any way whatsoever to the advantage of Eligible Persons or Grantees without the prior approval of the Company's shareholders in a general meeting.

**23. RIGHTS OF GRANTEE**

- 23.1 The SIS Options shall not carry any right to attend and vote at any general meeting of the Company. The Grantee shall not in any event be entitled to any dividends, distributions, rights or other entitlement on his unexercised SIS Options.
- 23.2 Subject to the Constitution, all Grantees are entitled to inspect the latest audited financial statements of the Company during the usual business hours on any working day at the Registered Office of the Company.

**24. SCHEME NOT A TERM OF EMPLOYMENT**

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

**25. NO COMPENSATION FOR TERMINATION**

No Eligible Persons shall be entitled to any compensation for damages arising from the termination of any SIS Options or this Scheme pursuant to the provisions of these By-Laws. Notwithstanding any provisions of these By-Laws:

- (a) this Scheme shall not form part of any contract of employment between the Company or any company within the Group and any Eligible Person. The rights of any Eligible Person under the terms of his/her employment with any company in the Group shall not be affected by his/her employment participation in the Scheme nor shall such participation or the SIS Options afford such Eligible Person any additional rights to compensation or damages due to the termination of such employment for any reason whatsoever;
- (b) this Scheme shall not confer on any legal or equitable right or other rights under any other laws (other than those constituting the SIS Options) against the Company or any company(ies) in the Group, or give rise to any course of legal action or in equity or under any other laws against the Company or company(ies) in the Group;
- (c) no Grantee or his/her personal or legal representative or any third party shall bring any claim action or proceeding against the Company, company in the Group, the SIS Committee or the Board for any compensation, loss or damage whatsoever arising from the termination, suspension or cancellation of his/her rights to exercise of his/her SIS Options or his/her SIS Options ceasing to be valid pursuant to the provision of these By-Laws; and
- (d) the Company, the Board or the SIS Committee or the company in the Group shall not in any event be liable to the Grantee and/or his/her personal or legal representative or any third party claim, loss of profits, loss of opportunity, loss of savings or any punitive, incidental or consequential damage/loss arising from the termination, breach or non-performance of these By-Laws or any loss suffered by reason of any change/adjustment in the price of the Share any other cause or reason whatsoever.

**26. DISPUTES**

Any disputes arising hereunder shall be referred for decision by the Board, whose decision shall be final and binding in all respects, provided that any Directors of such Board meeting convened to determine the dispute who are also in the SIS Committee shall abstain from deliberations and voting, and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws.

**27. COSTS AND EXPENSES**

All fees, costs and expenses incurred in relation to the Scheme including but not limited to the fees, costs and expenses relating to the allotment and issue of new Shares pursuant to the exercise of SIS Options, shall be borne by the Company.

**28. TAXES**

Any income tax arising from the exercise of any SIS Option under the Scheme shall be borne by the Grantee.

**29. CONSTITUTION**

In the event of a conflict between any of the provisions of these By-Laws and the Constitution, the Constitution shall prevail.

**30. SEVERABILITY**

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

**31. DISCLOSURES IN ANNUAL REPORT**

The Company will make such disclosures in its annual report for as long as the Scheme continues in operation as from time to time required by the Listing Requirements (where applicable).

**32. GOVERNING LAW**

The Scheme and these By-Laws and all SIS Options granted hereunder shall be governed by and construed in accordance with the laws of Malaysia.

**33. NOTICE**

33.1 Any notice or request which the Company is required to give, or may desire to give, to any Eligible Person or the Grantee pursuant to the Scheme shall be in writing and shall be deemed to be sufficiently given:-

- (a) if it is sent by ordinary post by the Company to the Eligible Person or the Grantee at the last address known to the Company as being his address, such notice shall be deemed to have been received three (3) Market Days after posting;
- (b) if it is given by hand to the Eligible Person or the Grantee, such notice or request shall be deemed to have been received on the date of delivery; or
- (c) if it is sent by electronic media, including but not limited to electronic mail, to the Eligible Person or the Grantee, such notice or request shall be deemed to have been received upon the date of delivery in the timestamp in such electronic media.

Any change of address of the Eligible Person or the Grantee shall be communicated in writing to the Company and the SIS Committee.

33.2 Any certificate, notification or other notice required to be given to the Company or the SIS Committee shall be properly given if sent by registered post or delivered by hand to the Company at its registered address or any other business address which may be notified in writing by the SIS Committee from time to time.





**CAPE EMS BERHAD**  
(Registration No. 199901026859 (501759-M))  
(Incorporated in Malaysia)

## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN THAT** an Extraordinary General Meeting ("**EGM**" or "**Meeting**") of Cape EMS Berhad ("**Cape**" or the "**Company**") will be held at The Sun Meeting Room at Rooftop, PLO 227A, Jalan Cyber 1A, Kawasan Perindustrian Senai III, 81400 Senai, Johor Darul Ta'zim on Friday, 1 August 2025 at 11.00 a.m. or at any adjournment thereof for the purpose of considering and, if thought fit, passing the following resolution with or without modifications:

### **ORDINARY RESOLUTION 1**

**PROPOSED ESTABLISHMENT OF A SHARE ISSUANCE SCHEME ("SIS") OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES IN CAPE (EXCLUDING TREASURY SHARES, IF ANY) ("CAPE SHARES" OR "SHARES") TO THE ELIGIBLE DIRECTORS AND ELIGIBLE EMPLOYEES OF CAPE AND ITS SUBSIDIARIES ("GROUP") ("PROPOSED SIS")**

**"THAT** subject to the approval being obtained from all relevant parties and/or authorities (if required), including but not limited to the approval of Bursa Malaysia Securities Berhad ("**Bursa Securities**") for the listing and quotation of Cape Shares to be issued pursuant to the exercise of the SIS options granted under the SIS having been obtained, approval be and is hereby given for the Company to establish the SIS involving up to 15% of the total number of issued shares of the Company from time to time (excluding treasury shares, if any) for the benefit of eligible directors and eligible employees of the Group, excluding the subsidiaries which are dormant, and the Board be and is hereby authorised to:

- (i) implement and administer the SIS in accordance with the by-laws governing the SIS ("**By-Laws**"), a draft of which is set out in **Appendix II** of the Circular, and to give full effect to the SIS with full powers to assent to any conditions, variations, modifications and/or amendments as may be deemed fit or expedient and/or imposed or required by the relevant authorities or as may be deemed fit or necessary by the Board at its discretion;
- (ii) make the necessary applications to Bursa Securities and do all the things necessary at the appropriate time or times for the listing and quotation of the new Shares which may from time to time be allotted and issued pursuant to the Proposed SIS;
- (iii) allot and issue from time to time such number of new Shares as may be required to be issued pursuant to the exercise of the SIS options granted under the SIS provided that the aggregate number of new Shares to be allotted and issued under the SIS shall not exceed in aggregate of 15% of the total number of issued shares of the Company (excluding treasury shares, if any) at any time during the existence of the SIS. The new Shares issued pursuant to the exercise of the SIS options granted under the SIS shall, upon allotment, issuance and full payment of the exercise price of the SIS options, rank equally in all respects with the then existing issued Shares, save and except that the holders of such new Shares shall not be entitled to any dividends, rights, allotments and/or other distributions which may be declared, made or paid to shareholders, the entitlement date of which is prior to the date of allotment and issuance of such new Shares and will be subject to all the provisions of the Constitution of the Company relating to the transfer, transmission and otherwise of the Shares;
- (iv) modify and/or amend the By-Laws from time to time as may be required or permitted by the authorities or deemed necessary by the authorities or the Board provided that such modifications and/or amendments are effected in accordance with the provisions of the By-Laws relating to modifications and/or amendments 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 SIS;

- (v) extend the duration of the SIS, provided always that such extension of the SIS made pursuant to the By-Laws shall not in aggregate exceed a duration of 10 years from the date on which the SIS shall take effect following full compliance of all relevant requirements or such longer period as may be permitted by Bursa Securities or any other relevant regulatory authorities from time to time without having to obtain any further sanction, approval, consent or authorisation of the shareholders of the Company in a general meeting; and
- (vi) do all such acts and things, to execute all such documents and to enter into all such transactions, arrangements and agreements, deeds or undertakings and to make such rules or regulations, or impose such terms and conditions or delegate its power as may be necessary or expedient in order to give full effect to the Proposed SIS and terms of the By-Laws;

**THAT** the By-Laws, a draft of which is set out in **Appendix II** of the Circular, be and is hereby approved and adopted;

**THAT**, the pre-emptive right of the existing shareholders to be offered with new shares in the Company in proportion to their shareholding in the Company pursuant to Section 85 of the Companies Act 2016 and Clause 53 of the Constitution of the Company be and is hereby waived in respect of the issuance and allotment of the new Cape Shares pursuant to the Proposed SIS;

**THAT** the Board be and is hereby authorised to give effect to the SIS with full powers to consent to and to adopt and implement such conditions, modifications, variations and/or amendments as may be required or imposed by the relevant regulatory authorities or as the Board may deem fit or necessary at its absolute discretion;

**AND THAT** subject always to such terms and conditions and/or any 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 SIS above 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 or otherwise thought fit by the Board to be in the best interest of the Company; to execute, sign and deliver on behalf of the Company all such agreements, arrangements and documents as may be necessary to give full effect to, complete and implement the Proposed SIS as above as well as to deal with all matters relating thereto and/or to do all such acts and things as the Board may deem fit and expedient in the best interest of the Company."

## **ORDINARY RESOLUTIONS 2 TO 8**

### **PROPOSED ALLOCATIONS OF SIS OPTIONS TO THE DIRECTORS OF THE COMPANY ("PROPOSED ALLOCATIONS")**

"**THAT**, subject to the passing of Ordinary Resolution 1, approval be and is hereby given to the Board at any time and from time to time during the duration of the Proposed SIS, to offer and grant to each of the Directors as named therein below respectively, such number of shares in the Company which will be vested in him/her at a specified future date and to issue and allot and/or deliver such number of options, shares and/or the equivalent cash value or combinations thereof comprised in the Proposed SIS granted and/or awarded to him/her from time to time, provided always that not more than 10% (or such percentage as allowable by the relevant authorities) of Cape Shares available under the Proposed SIS shall be allocated to any eligible Director or employee who, either singly or collectively through persons connected with him/ her, holds 20% or more of the total number of issued ordinary shares (excluding treasury shares, if any), subject always to such terms and conditions and/or any adjustment which may be made in accordance with the By-Laws:

- |       |   |                                |
|-------|---|--------------------------------|
| (i)   | Datuk Mohd Rabin Bin Basir, Independent Non-Executive Chairman                  | <b>(Ordinary Resolution 2)</b> |
| (ii)  | Tee Kim Chin, Non-Independent Managing Director / Group Chief Executive Officer | <b>(Ordinary Resolution 3)</b> |
| (iii) | Tee Kim Yok, Non-Independent Executive Director                                 | <b>(Ordinary Resolution 4)</b> |
| (iv)  | Alex Miranda Juntado, Non-Independent Executive Director                        | <b>(Ordinary Resolution 5)</b> |
| (v)   | Yau Yin Wee, Independent Non-Executive Director                                 | <b>(Ordinary Resolution 6)</b> |
| (vi)  | Koh Beng San, Independent Non-Executive Director                                | <b>(Ordinary Resolution 7)</b> |
| (vii) | Chen Kok Seng, Independent Non-Executive Director                               | <b>(Ordinary Resolution 8)</b> |

**THAT** the Directors must not participate in the deliberation or discussion of their own allocation, as well as that of the persons connected with them, if any, under the Proposed SIS;

**AND THAT** subject always to such terms and conditions and/or any 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 Allocations 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 or otherwise thought fit by the Board to be in the best interest of the Company; to execute, sign and deliver on behalf of the Company all such agreements, arrangements and documents as may be necessary to give full effect to, complete and implement the Proposed Allocations as well as to deal with all matters relating thereto and/ or to do all such acts and things as the Board may deem fit and expedient in the best interest of the Company.”

**BY ORDER OF THE BOARD**

**YEOW SZE MIN (MAICSA 7065735)**  
**(SSM PC No. 201908003120)**

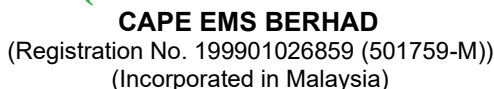
**TAN LEY THENG (MAICSA 7030358)**  
**(SSM PC No. 201908001685)**

Company Secretaries

Kuala Lumpur  
17 July 2025

Notes:

- (1) Only a member whose name appears in the Record of Depositors as at 28 July 2025 shall be regarded as a member entitled to attend, participate, speak and vote or to appoint a proxy or proxies to attend, participate, speak and vote at the EGM.
- (2) A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy without restriction as to the qualification of the proxy.
- (3) Subject to Paragraph (4) below, a member entitled to attend and vote is entitled to appoint up to two (2) or more proxies to attend and vote instead of him. Where a member appoints more than one (1) proxy to attend and vote at the same meeting, the appointment shall be invalid unless the member specifies the proportion of his holdings to be represented by each proxy.
- (4) Where a member of the Company is an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991 which holds ordinary shares in the Company for multiple beneficial owners in one 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 appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under its seal or under the hand of an officer or attorney duly authorised.
- (6) The instrument appointing a proxy and the power of attorney or other authority (if any), which is signed or a notarially certified copy thereof, must be deposited with the Company's Share Registrar's office at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia or electronically lodged via facsimile to 03-2094 9940/ 03-2095 0292 or email to info@sshbsb.com.my not less than forty-eight (48) hours before the time appointed for holding the meeting or any adjournment thereof.
- (7) Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Securities, the resolution set out above will be put to vote by way of poll.

[illegible]

(Contact No. \_\_\_\_\_ and Email Address \_\_\_\_\_)

<b>Name of Proxy</b>	<b>NRIC No./ Passport No.</b>	<b>% of Shareholdings to be Represented</b>
<b>Address</b>		
<b>Contact No.</b>	<b>Email Address</b>	

<b>Name of Proxy</b>	<b>NRIC No./ Passport No.</b>	<b>% of Shareholdings to be Represented</b>
<b>Address</b>		
<b>Contact No.</b>	<b>Email Address</b>	

Resolutions		For	Against
Ordinary Resolution 1	Proposed SIS		
Ordinary Resolution 2	Proposed Allocations of SIS Options to Datuk Mohd Rabin Bin Basir		
Ordinary Resolution 3	Proposed Allocations of SIS Options to Tee Kim Chin		
Ordinary Resolution 4	Proposed Allocations of SIS Options to Tee Kim Yok		
Ordinary Resolution 5	Proposed Allocations of SIS Options to Alex Miranda Juntado		
Ordinary Resolution 6	Proposed Allocations of SIS Options to Yau Yin Wee		
Ordinary Resolution 7	Proposed Allocations of SIS Options to Koh Beng San		
Ordinary Resolution 8	Proposed Allocations of SIS Options to Chen Kok Seng		

\* Delete if not applicable

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- (7) Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Securities, the resolution set out above will be put to vote by way of poll.

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AFFIX  
STAMP

The Share Registrar of  
**CAPE EMS BERHAD**  
**(Registration No. 199901026859 (501759-M))**  
c/o Securities Services (Holdings) Sdn Bhd  
Level 7, Menara Milenium, Jalan Damanlela,  
Pusat Bandar Damansara, Damansara Heights,  
50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia

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