



ZETRIX AI BERHAD

Registration No.: 200001003034 (505639-K)
(Incorporated in Malaysia)

DIVIDEND REINVESTMENT PLAN STATEMENT

(Abbreviations and definitions, unless where the context requires otherwise, shall be as set out in Section 2 of the Terms and Conditions of the Dividend Reinvestment Plan ("**Terms and Conditions**") of this Dividend Reinvestment Plan Statement under "Definition" governing this Dividend Reinvestment Plan Statement).

This Dividend Reinvestment Plan Statement contains the terms and conditions as may be amended, modified and supplemented from time to time of the dividend reinvestment plan of Zetrix AI Berhad ("**Zetrix AI**" or "**Company**") under which persons appearing in the Record of Depositors of Zetrix AI, as Shareholders on the Entitlement Date may, in relation to any Dividends, be given a Reinvestment Option as the Board may, at its absolute discretion, make available ("**Dividend Reinvestment Plan**").

SUMMARY OF THE DIVIDEND REINVESTMENT PLAN

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

In relation to any Dividends declared, the Board may, at its absolute discretion, determine whether to pay such Dividends in cash or to offer the Shareholders the Reinvestment Option and where applicable, the Electable Portion. Shareholders should note that Zetrix AI is not obliged to undertake the Dividend Reinvestment Plan for every Dividend declared.

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

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

Zetrix AI will issue new Zetrix AI Shares to Participating Shareholders who elect to exercise the Reinvestment Option under the Dividend Reinvestment Plan.

Bursa Securities' approval has been obtained for the listing of and quotation for the new Zetrix AI Shares on the Main Market of Bursa Securities pursuant to the Dividend Reinvestment Plan.

Subsequent to the Entitlement Date, a Notice of Election (together with the DRF attached thereto) will be despatched to Shareholders who have sufficient total amount of dividend to convert into at least 1 (one) new Zetrix AI Share pursuant to the Dividend Reinvestment Plan. Shareholders may elect to reinvest into new Zetrix AI Shares through submission of the DRF contained in the Notice of Election or submission of the e-DRF through Bursa Anywhere or NRS. Please refer to Section 5 of the Terms and Conditions for further instructions as well as the terms and conditions of the submission of the DRF or e-DRF via Bursa Anywhere or NRS. Instructions will be provided in the Notice of Election in respect of the action to be taken by the Shareholders should they wish to exercise the Reinvestment Option. The Notice of Election will also state, amongst others, the Expiry Date.

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

- (a) to elect to participate in the Reinvestment Option by reinvesting the whole or part of the Electable Portion at the Issue Price for new Zetrix AI Shares.

In the event that only part of the Electable Portion is reinvested, Participating Shareholders shall receive cash for the balance portion of their Electable Portion not reinvested; or

- (b) to elect not to participate in the Reinvestment Option and thereby receive their entire Dividend (both Electable Portion and Remaining Portion) entitlement wholly in cash.

There are no brokerage fees and other related transaction costs payable by the Participating Shareholders on the new Zetrix AI Shares allotted, unless otherwise provided by any statute, law or regulation. However, Participating Shareholders are liable for a stamp duty of RM10.00 for each DRF or e-DRF submitted. In addition, if Participating Shareholders choose to submit his/her election electronically, there will be an additional processing fee payable as follows:

- (a) a processing fee of RM4.00 for each electronic election of Electable Portion submitted via Bursa Anywhere; or
- (b) a processing fee of RM2.00 for each electronic election of Electable Portion submitted via NRS.

The processing fee and stamp duty payment will be made electronically at Bursa Anywhere during the submission of the e-DRF. Authorised nominees will make their payments as set out in Bursa Depository's User Guide for NRS.

In addition, the Company shall transfer funds amounting to the total net Dividends declared (after deduction of any applicable income tax) from its account to the Dividend Payment Account held in trust for the Shareholders.

In accordance with Paragraph 6.09 of the Listing Requirements, Zetrix AI will, within eight (8) Market Days from the Expiry Date or such date as may be prescribed by Bursa Securities, allot and issue the new Zetrix AI Shares and despatch notices of allotment to Participating Shareholders. The new Zetrix AI Shares to be issued pursuant to the Dividend Reinvestment Plan will not be underwritten.

Further, in accordance with Paragraphs 8.26(2) and 9.19(2)(a)(ii) of the Listing Requirements, on the Allotment Date (which will be within one (1) month from the Entitlement Date and in any event, within three (3) months from the date of declaration of the Dividend or the date on which the approval is obtained in a general meeting of Zetrix AI, whichever is applicable), the Remaining Portion and/or the balance of the Electable Portion not reinvested will be paid in cash to the respective Shareholders in the usual manner through a Dividend Payment Account, where applicable. For avoidance of doubt, Dividend for the Shareholders who do not exercise their Reinvestment Option will also be paid concurrently on the Allotment Date, in cash, in the usual manner.

Zetrix AI will also release an announcement on the Market Day on which the new Zetrix AI Shares will be listed and quoted on the Main Market of Bursa Securities.

The new Zetrix AI Shares will, upon allotment and issuance, rank equally in all respects with the existing Zetrix AI Shares, save and except that the holders of new Zetrix AI Shares shall not be entitled to any dividends, rights, allotments and/or any other forms of distributions declared, made or paid to Shareholders, where the entitlement date of such distributions precedes the relevant date of allotment and issuance of the new Zetrix AI Shares.

The new Zetrix AI Shares will be prescribed securities and credited directly into the respective CDS account(s) of Participating Shareholders. No physical share certificates will be issued.

Pursuant to the Dividend Reinvestment Plan, in the event that all Shareholders elect to reinvest their entire Electable Portion into new Zetrix AI Shares, the maximum number of new Zetrix AI Shares that would have been issued will be 340,147,170 Shares which represents approximately 4.3% of the total issued share capital of Zetrix AI (excluding treasury shares) as at the Entitlement Date.

HOW TO PARTICIPATE

Participation in the Dividend Reinvestment Plan is optional and not transferable. A Shareholder wishing to exercise the Reinvestment Option in respect of any Electable Portion to which a Notice of Election received by him/her relates must complete and sign the DRF and submit it to the office of the Share Registrar as stated in the Notice of Election and/or DRF or at such address as may be determined by the Company from time to time in accordance with the instructions as prescribed therein. Shareholders also have the option to complete and submit the e-DRF via Bursa Anywhere or NRS. The steps/procedures are stated in Section 5.2 of the Terms and Conditions. Please refer to below for the respective additional processing fee payable for submission of an e-DRF:

- (a) a processing fee of RM4.00 for each electronic election of Electable Portion submitted via Bursa Anywhere; or
- (b) a processing fee of RM2.00 for each electronic election of Electable Portion submitted via NRS.

The processing fee and stamp duty payment will be made electronically at Bursa Anywhere during the submission of the e-DRF. Authorised nominees will make their payments as set out in Bursa Depository's User Guide for NRS.

Shareholders who receive more than one (1) Notice of Election and wish to reinvest in new Zetrix AI Shares in respect of all or part of his/her entitlement to the Electable Portion arising from his/her entire holding of Zetrix AI Shares must complete and sign all the DRFs received by him/her (to the extent of the entitlement to the Electable Portion in which he/she intends to reinvest in new Zetrix AI Shares) and submit the completed and signed DRFs to the office of the Share Registrar as stated in the Notice of Election and/or DRF or at such address as may be determined by the Company from time to time in accordance with the prescribed instructions therein not later than the Expiry Date.

Shareholders who opt to submit e-DRF must complete all the e-DRF (to the extent of the entitlement to the Electable Portion in which he/she intends to reinvest in new Zetrix AI Shares) via Bursa Anywhere or NRS not later than the Expiry Date. Shareholders should note that they are at liberty to decide which particular Notice of Election they wish to elect for the reinvestment in new Zetrix AI Shares.

For authorised nominees who wish to reinvest into new Zetrix AI Shares in respect of all or part of their entitlement to the Electable Portion may opt to, for each of their eligible CDS accounts:

- (a) complete and sign the DRF and submit it to the office of the Share Registrar as stated in the Notice of Election and/or DRF or at such address as may be determined by the Company from time to time in accordance with the instructions as prescribed therein not later than the Expiry Date; or
- (b) complete and submit e-DRF (to the extent of the entitlement to the Electable Portion in which he/she intends to reinvest in new Zetrix AI Shares) via NRS not later than the Expiry Date. Authorised nominees should note that submission of the e-DRF via Bursa Anywhere is available for individual shareholders only.

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

To be effective in respect of any Electable Portion to which a Notice of Election relates, such duly completed e-DRF must be submitted via Bursa Anywhere or NRS or such duly completed and signed DRF must be received by the Share Registrar or at such address as may be determined by the Company from time to time no later than the Expiry Date (which shall be at least fourteen (14) days from the date the Notice of Election is despatched) stated in the Notice of Election in respect of that particular Reinvestment Option.

Participating Shareholders are liable for a stamp duty of RM10.00 for each DRF submitted. In the event a Participating Shareholder submits his/her election through submission of the e-DRF via Bursa Anywhere or NRS, he/she will be required to pay the necessary processing fee and a stamp duty of RM10.00 for each electronic election of Electable Portion via the payment gateway as stated in Section 5.2 of the Terms and Conditions.

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

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

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

Shareholders who currently do not have registered address in Malaysia and who wish to participate in the Dividend Reinvestment Plan may collect the Notice of Election together with the DRF and/or other documents relating to the Dividend Reinvestment Plan from the Share Registrar located at E-10-4, Megan Avenue 1, 189, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia or at such address as may be determined by Zetrix AI from time to time and the Share Registrar may in such event be entitled to request for documentary evidence to satisfy itself as to the identity and authority of the person collecting the Notice of Election together with the DRF and/or other documents relating to the Dividend Reinvestment Plan; or alternately provide the Share Registrar with their respective address in Malaysia not later than three (3) Market Days prior to the relevant Entitlement Date in respect of any Dividends to which the Board has determined that the Reinvestment Option shall apply.

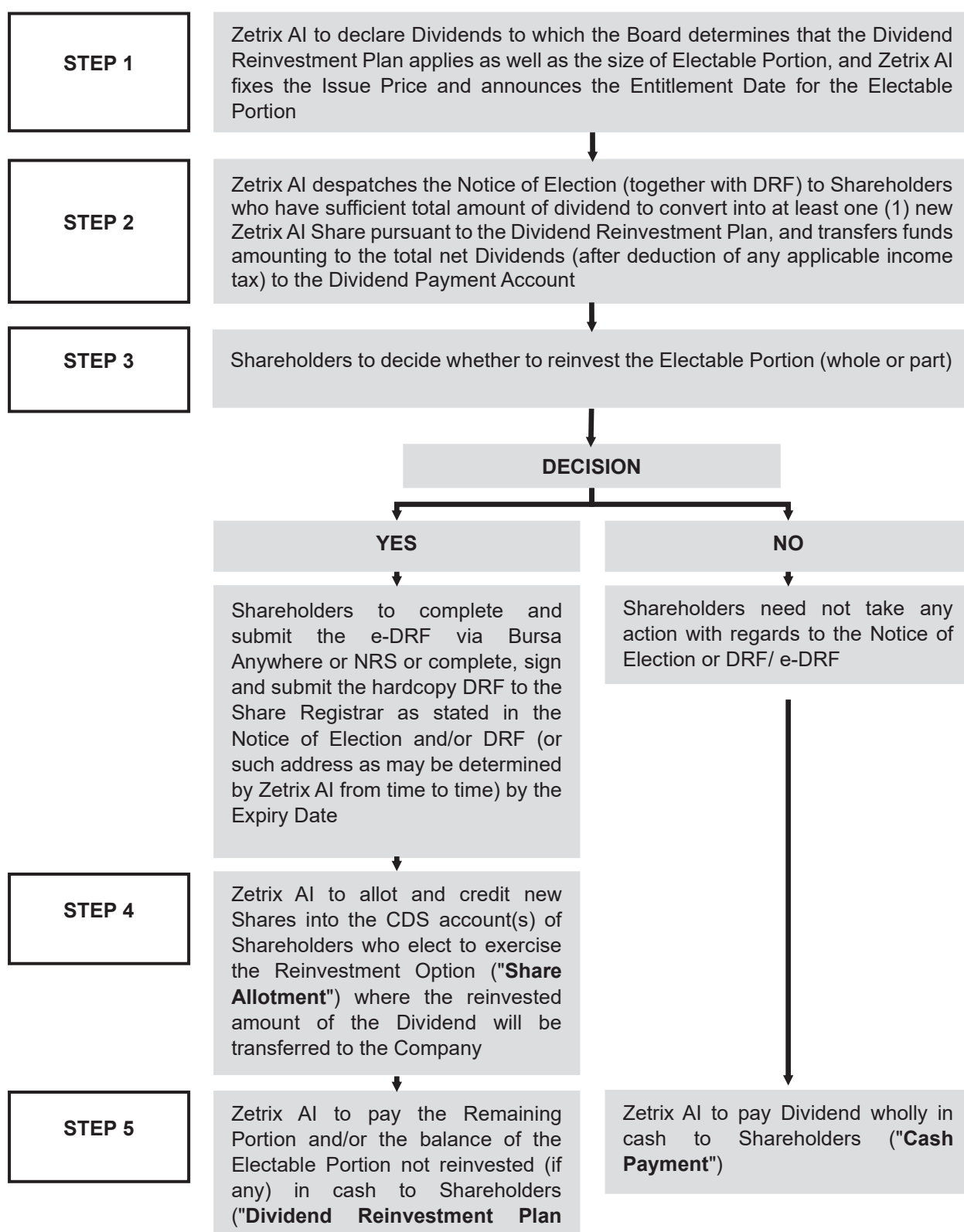
Shareholders should note that under the Dividend Reinvestment Plan:

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

Shareholders will receive the Electable Portion in cash if they do not expressly elect in writing in the DRF or submit the e-DRF via Bursa Anywhere or NRS to exercise the Reinvestment Option by the Expiry Date. As such, Shareholders who wish to reject the Reinvestment Option or to receive their Dividends wholly in cash need not take any action with regards to the Notice of Election or DRF/ e-DRF.

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

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



Note:

In respect of Step 4 and Step 5, Shareholders should take note that the Cash Payment, Share Allotment and Dividend Reinvestment Plan Payment will occur on the same day, which will be a date falling within one (1) month from the Entitlement Date and in any event, within three (3) months from the date of declaration of the Dividend or the date on which the approval is obtained in a general meeting of Zetrix AI, whichever is applicable.

TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT PLAN

1. Establishment

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

2. Definition

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

Allotment Date	Date of the issuance of new Zetrix AI Shares which falls within eight (8) Market Days from the Expiry Date or such date as may be prescribed by Bursa Securities.
Board	Board of Directors of Zetrix AI, as may be constituted from time to time.
Bursa Anywhere	Bursa Anywhere mobile application downloadable from Google Play Store for Android or App Store for iOS (Apple).
Bursa Depository	Bursa Malaysia Depository Sdn. Bhd. (Registration No. 198701006854 (165570-W)).
Bursa Malaysia	Bursa Malaysia Berhad (Registration No. 197601004668 (30632-P)).
Bursa Securities	Bursa Malaysia Securities Berhad (Registration No. 200301033577(635998-W)).
CDS	Central Depository System governed under the Securities Industry (Central Depositories) Act 1991, and any amendments from time to time and any re-enactment thereof.
CMSA	Capital Markets and Services Act, 2007 and any amendments from time to time and any re-enactment thereof.
Control	The acquisition or holding of, or entitlement to exercise or control the exercise of, voting shares or voting rights of more than thirty-three percent (33%), or such other amount as may be prescribed in the CMSA and Rules, howsoever effected.
Director(s)	A natural person who holds directorship in the Company and shall have the meaning given in Section 2(1) of the Companies Act 2016 (and any amendments from time to time and any re-enactment thereof) and Section 2(1) of the CMSA.
Dividend(s)	Cash dividend(s) declared by the Company (whether interim, final, special or any other cash dividend).
Dividend Payment Account	The non-interest bearing account opened by Zetrix AI to facilitate the payment of Dividends.
DRF	Hardcopy of Dividend Reinvestment Form (in such form as the Board may approve) issued in connection with the Dividend Reinvestment Plan by which the Shareholders elect to participate in the Dividend Reinvestment Plan and contained in the Notice of Election.

DRP File(s)	Subscription	File(s) submitted by authorised nominees for the subscription of Dividend Reinvestment Plan via NRS.
e-DRF		Electronic copy of the DRF.
Electable Portion		The whole or part of the Dividend(s) to which the Board, at its absolute discretion, determines that the Reinvestment Option applies.
Entitlement Date		The date as at the close of business on which Shareholders' names appear in the Record of Depositors of the Company in order to participate in the Dividend Reinvestment Plan applicable to a Dividend.
Expiry Date		The due date (which will be a date to be fixed and announced by the Board and which shall be at least fourteen (14) days from the date of Notice of Election is despatched or such date as may be prescribed by Bursa Securities) by which an election to be made by the Shareholders in relation to their Electable Portion must be received by the Share Registrar or at such address as may be determined by the Company from time to time.
Foreign Shareholders	Addressed	Shareholders whose address in the Company's Record of Depositors are outside of Malaysia.
Issue Price		The issue price of the new Zetrix AI Shares, to be determined and fixed by the Board on the Price-Fixing Date, and which shall be an issue price of not more than ten percent (10%) discount to the five (5)-day VWAP of Zetrix AI Shares immediately preceding the Price-Fixing Date. The VWAP shall be adjusted ex-dividend before applying the aforementioned discount in fixing the issue price at the material time.
Listing Requirements		Main Market Listing Requirements of Bursa Securities and any amendments from time to time.
Market Day(s)		Any day between Mondays to Fridays (inclusive of both days) which is not a public holiday and on which Bursa Securities is open for the trading of securities.
Notice of Election		The notice of election (in such form as the Board may approve) in relation to the Reinvestment Option by which the Shareholders confirm the exercise thereof through the DRF contained in the Notice of Election or through the submission of the e-DRF via Bursa Anywhere or NRS. The notice of election, will stipulate amongst others, the instructions in respect of the action to be taken by Shareholders should they wish to exercise the Reinvestment Option as well as the Expiry Date.
NRS		Nominees Rights Subscription service (for authorised nominees appointed by the Shareholders) provided by Bursa Depository. The submission of the e-DRF through this service is only accessible by the authorised nominees.
Participating Shareholder(s)		Shareholder(s) who elect to exercise the Reinvestment Option pursuant to the Dividend Reinvestment Plan up to the extent of the Electable Portion in respect of his/her holding of Zetrix AI Shares as at each Entitlement Date to which each Notice of Election received by him/her relates.

Price-Fixing Date	The date on which the Board determines and announces the Issue Price, upon procuring all the relevant approvals, either on the same day as or before the announcement of the Entitlement Date in relation to a Dividend to which the Reinvestment Option applies.
Record of Depositors	A record of depositors established by Bursa Depository under the Rules of Bursa Depository.
Registered Shareholders	Shareholders who have registered with Bursa Anywhere.
Reinvestment Option	The option given to the Shareholders pursuant to the Dividend Reinvestment Plan by the Board and at the Board's discretion, to reinvest all or part of the Electable Portion of their Dividend in new Zetrix AI Shares.
Remaining Portion	The remaining portion of the Dividend (where the Electable Portion is not applicable to the whole Dividend declared).
RM and sen	Ringgit Malaysia being the lawful currency of Malaysia. Unless otherwise stated herein and whenever applicable, the currency adopted for any matter referred to in these Terms and Conditions is RM and sen, being the lawful currency of Malaysia.
Rules	Rules on Take-Overs, Mergers and Compulsory Acquisitions issued by the Securities Commission Malaysia and any amendments from time to time.
Shareholder(s)	Shareholder(s) of Zetrix AI.
Share Registrar	The share registrar of Zetrix AI, namely Gap Advisory Sdn Bhd or such other person, firm or company as for the time being maintaining the share register of Zetrix AI in Malaysia.
Terms and Conditions	The terms and conditions of the Dividend Reinvestment Plan as may be amended, modified and supplemented from time to time.
VWAP	Volume weighted average market price.
Zetrix AI or Company	Zetrix AI Berhad (Registration No. 200001003034 (505639-K)).
Zetrix AI Share(s) or Share(s)	Ordinary share(s) of Zetrix AI.

3. Eligibility

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

- (a) such participation will not result in a breach of any restrictions on their holding of Zetrix AI Shares which may be imposed by any of their contractual obligations, or by any statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts);
- (b) there are no restrictions for such participation as prescribed in the Company's Constitution; or
- (c) Shareholder(s) has sufficient total amount of dividend to be converted into at least one (1) new Zetrix AI Share pursuant to the Dividend Reinvestment Plan.

4. Foreign Addressed Shareholders

To avoid any violation on the part of Zetrix AI of any securities laws applicable outside Malaysia, the Dividend Reinvestment Plan will not be offered for subscription in any country other than Malaysia. Accordingly, all documents relating to the Dividend Reinvestment Plan, including the Notice of Election, will not be sent to the Foreign Addressed Shareholders. No Foreign Addressed Shareholder shall have any claim whatsoever against the Company as a result of the documents relating to the Dividend Reinvestment Plan not being sent to such Foreign Addressed Shareholder. Foreign Addressed Shareholders who receive or come to have in their possession a Notice of Election and/or any other documents relating to the Dividend Reinvestment Plan may not treat the same as being applicable to them (except where the Notice of Election and/or documents relating to the Dividend Reinvestment Plan have been collected from the Share Registrar in the manner specified below) and are, in any event, advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the Dividend Reinvestment Plan as may be applicable to them.

Foreign Addressed Shareholders who wish to participate in the Dividend Reinvestment Plan may collect the Notice of Election and/or other documents relating to the Dividend Reinvestment Plan from the Share Registrar located at E-10-4, Megan Avenue 1, 189, Jalan Tun Razak, 50400 Kuala Lumpur, Malaysia or at such address as may be determined by Zetrix AI from time to time and the Share Registrar may in such event be entitled to request for documentary evidence to satisfy itself as to the identity and authority of the person collecting the Notice of Election and/or other documents relating to the Dividend Reinvestment Plan; or alternately provide the Share Registrar with their respective address in Malaysia not later than three (3) Market Days prior to the relevant Entitlement Date in respect of any Dividends to which the Board has determined that the Reinvestment Option shall apply.

Foreign Addressed Shareholders who wish to change their addresses for service of documents to an address in Malaysia should inform their respective stockbrokers to effect the change of address. Such notification should be done not later than three (3) Market Days prior to the Entitlement Date.

Foreign Addressed Shareholders will be solely responsible for seeking advice as to the laws of any jurisdiction that they may be subjected to, and participation by the Foreign Addressed Shareholders in the Dividend Reinvestment Plan will be on the basis that they may lawfully so participate in the Dividend Reinvestment Plan without the Company, its Directors, officers, employees, advisers, agents, affiliates and representatives and the employees of the advisers, agents, affiliates and representatives being in breach of the laws of any jurisdiction.

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

5. Mode of Election to Participate

Notwithstanding the mode of election selected by a Participating Shareholder to participate in the Dividend Reinvestment Plan, the Participating Shareholder acknowledges if at any time after the Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend and before the allotment and issuance of the new Zetrix AI Shares in respect of the Electable Portion, the Board shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the Dividend Reinvestment Plan in respect of the Electable Portion, the Board may, in its absolute discretion and as it deems fit in the interest of the Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Plan in relation to the Electable Portion subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, Participating Shareholders shall receive the Electable Portion in cash in the usual manner.

For income tax purposes, a Shareholder is regarded as having received a cash distribution equivalent to the amount of the Dividend and will not be relieved from any income tax obligation (if applicable) or receive any tax advantage, irrespective of the mode of election selected by a Participating Shareholder or if a Shareholder elects to receive the entire Electable Portion in cash. As such a tax voucher will be issued and despatched to all the Shareholders.

5.1 Submission of DRF or e-DRF

Subsequent to the Entitlement Date, the Company will, at its discretion, send to each Shareholder one (1) or more Notices of Election in relation to each CDS account held by the Shareholder. The Notice of Election will state the instructions in relation to the action that is required to be taken by the Shareholders to exercise their respective Reinvestment Option and will also specify the Expiry Date. For the avoidance of doubt, the Expiry Date shall be at least fourteen (14) days from the date the Notice of Election is despatched. For a Registered Shareholder, Bursa Anywhere will send an electronic notification via e-mail to notify him/her that the Dividend Reinvestment Plan is available for him/her to exercise his/her Electable Portion electronically.

In addition, the Company shall transfer funds amounting to the total net Dividends declared (after deduction of any applicable income tax) from its account to the Dividend Payment Account held in trust for the Shareholders.

To be effective in respect of any Electable Portion, Shareholders can either complete and submit the e-DRF via Bursa Anywhere or NRS or complete and sign the DRF contained in the Notice of Election as to the confirmation of his/her election to reinvest the Electable Portion and must be received by the Share Registrar or at such address as may be determined by the Company from time to time, no later than the Expiry Date. Please refer to Section 5.2 below for instructions as well as terms and conditions if you wish to submit the e-DRF via Bursa Anywhere or NRS.

Shareholders who receive more than one (1) Notice of Election and wish to reinvest in new Zetrix AI Shares in respect of all or part of his/her entitlement to the Electable Portion arising from his/her entire holding of Zetrix AI Shares must complete and sign all DRFs received by him/her and submit the completed and signed DRFs to the Share Registrar as stated in the Notice of Election and/or DRF or at such address as may be determined by the Company from time to time, no later than the Expiry Date. Shareholders who opt to submit e-DRF must complete all the e-DRF via Bursa Anywhere or NRS no later than the Expiry Date. Shareholders

who receive more than one (1) Notice of Election may elect to reinvest in new Zetrix AI Shares in respect of its/his entitlement to which one (1) Notice of Election relates and may decline to reinvest in new Zetrix AI Shares in respect of its/his entitlement to which another or any other Notice of Election relates. Shareholders should note that they are at liberty to decide which particular Notice of Election they wish to elect for the reinvestment in new Zetrix AI Shares. Where any particular Notice of Election is not elected upon, the Dividend relating thereto will be paid in cash by the Company in the usual manner through a Dividend Payment Account.

Notwithstanding the date of receipt by the Share Registrar or at such address as may be determined by the Company from time to time of the completed and signed DRF or the date of submission of the e-DRF via Bursa Anywhere or NRS, in accordance with Paragraph 6.09 of the Listing Requirements, the Allotment Date of the new Zetrix AI Shares will take place within eight (8) Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities, provided that the completed and signed DRF has been received by the Share Registrar or at such address as may be determined by the Company from time to time no later than the Expiry Date or in the case of the e-DRF, such e-DRF has been submitted via Bursa Anywhere or NRS no later than the Expiry Date.

A DRF and/or e-DRF to participate in the Dividend Reinvestment Plan in any other form will not be accepted by the Company.

A DRF and/or e-DRF submitted in respect of any Electable Portion is irrevocable and shall not be withdrawn or cancelled by the Participating Shareholders.

A DRF and/or e-DRF submitted in respect of any Electable Portion is deemed to be an instrument chargeable with stamp duty pursuant to Section 4(1) of the Stamp Act 1949. Therefore, if you wish to participate in the Reinvestment Option, you are liable for the appropriate stamp duty imposed on the DRF and/or e-DRF of RM10.00.

Effective 1 January 2024, the Inland Revenue Board of Malaysia (“IRBM”) has terminated the usage of revenue stamps as a stamping method at all IRBM stamping duty counters and district stamping offices. In connection thereto, the application and payment of stamp duty of RM10.00 for the DRF is to be performed online via the IRBM system namely, STAMPS at <https://stamps.hasil.gov.my/stamps/>. Thereafter, a Stamp Certificate will be issued via STAMPS as proof of payment of stamp duty.

The Company has the discretion and right to accept or reject any DRF/ e-DRF that is incomplete, contains errors or is otherwise defective (as the case may be). The Company is under no obligation to correct any invalid DRF/ e-DRF on behalf of any Shareholder or to provide any reason for rejecting any DRF/ e-DRF. Any DRF/ e-DRF received/submitted after the Expiry Date shall be invalid.

By electing to exercise the Reinvestment Option under the Dividend Reinvestment Plan, the Participating Shareholders, unconditionally and irrevocably:

- (a) warrants to the Company that he/she has the legal right, full power and authority to participate in the Dividend Reinvestment Plan and that his/her participation in the Dividend Reinvestment Plan will not result in a breach of any statute, law or regulation or contractual obligation by which he/she is bound;
- (b) acknowledges that the Company may at any time determine whether the Participating Shareholder's DRF/ e-DRF is valid, even if the DRF/ e-DRF is incomplete, contains errors or is otherwise defective (as the case may be);
- (c) acknowledges that the Company may accept or reject the DRF/ e-DRF from the Participating Shareholder(s), and the decision of the Company is final and conclusive and agrees that the Company need not provide any reason therefor;
- (d) acknowledges that the Company has not provided the Participating Shareholders with investment advice or any other advice;

- (e) agrees to the Terms and Conditions and agrees not to do any act or thing which would be contrary to the intention or purpose of the Dividend Reinvestment Plan;
- (f) submits to the jurisdiction of the Malaysian Courts, in each case, at all times until the termination of the Dividend Reinvestment Plan; and
- (g) agrees that notwithstanding any other provisions, the Terms and Conditions set out herein or otherwise and irrespective of whether an election to exercise the Reinvestment Option has been made, if at any time after the Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend and before the allotment and issuance of the new Zetrix AI Shares in respect of the Electable Portion, the Board shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the Dividend Reinvestment Plan in respect of the Electable Portion, the Board may, at its absolute discretion and as they may deemed fit and expedient and without assigning any reason thereto, by giving the Shareholders notice in such manner as the Board deems fit, modify, suspend (in whole or part) or cancel the application of the Dividend Reinvestment Plan in relation to the Electable Portion subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, the Shareholders shall receive the Electable Portion in cash in the usual manner through a Dividend Payment Account.

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

5.2 Instructions as well as terms and conditions of submission of the e-DRF via Bursa Anywhere or NRS

Shareholders who wish to exercise their Electable Portion electronically may do so through Bursa Anywhere or NRS. For Shareholders that are first-time users of Bursa Anywhere, to use the electronic services for exercising their Electable Portion, Shareholders are required to do a one-time registration (at no cost) as a user with Bursa Anywhere. For a Registered Shareholder, Bursa Anywhere will send an electronic notification via e-mail to notify him/her that the Dividend Reinvestment Plan is available for him/her to exercise his/her Electable Portion electronically. For authorised nominees who are appointed by Shareholders and have subscribed for NRS with Bursa Depository, Bursa Depository will send an electronic notification via email to notify these nominees of the Dividend Reinvestment Plan and that they may submit their Electable Portion electronically via NRS.

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

Participating Shareholders who wish to opt for electronic election via Bursa Anywhere or NRS shall take note of the following instructions:

- (a) any electronic election of Electable Portion received by the Share Registrar after the Expiry Date shall be regarded as null and void and of no legal effect unless the Board, in its absolute discretion, determines otherwise and such Registered Shareholder who is entitled to the Dividend based on his/her entitlement on the Entitlement Date, as the case may be, shall be deemed to have elected to receive the Dividend entitlement in cash. An electronic election, once received by the Share Registrar from the Participating Shareholder, is irrevocable and shall be binding on him/her;
- (b) the Registered Shareholder will receive one (1) notification to login to Bursa Anywhere in relation to all CDS accounts held by him/her. Accordingly, for each CDS account, the Registered Shareholder can elect to exercise the Electable Portion in whole or part thereof as stipulated in his/her entitlement to the Dividend Reinvestment Plan or if the Registered Shareholder does not so elect, he/she will receive the Dividend entitlement wholly in cash;
- (c) multiple submissions in relation to the same CDS account, or those appearing to be, or suspected of being multiple submissions in relation to the same CDS account, may be rejected at the discretion of the Board, and such Registered Shareholder shall be treated as having elected to receive their Electable Portion in cash;
- (d) the electronic election made must be in accordance with the notes and instructions in Bursa Anywhere or NRS, this Dividend Reinvestment Plan Statement and the Notice of Election. Any electronic election submitted that does not conform to the terms of Bursa Anywhere or NRS, this Dividend Reinvestment Plan Statement and the Notice of Election or which are illegible may not be accepted at the sole discretion of the Company. The Company reserves the right, in its absolute discretion, to reject any electronic election which is incomplete, incorrectly completed, and/or illegible, and such Registered Shareholder shall be treated as having elected to receive their Electable Portion in cash;
- (e) the maximum number of new Shares available under the Electable Portion set out in the Notice of Election has been computed based on the Registered Shareholder's shareholding as stated in the Record of Depositors as at the Entitlement Date, his/her Dividend entitlement as at the Entitlement Date and the issue price of the new Shares to be issued pursuant to the Dividend Reinvestment Plan. Participating Shareholder is not allowed to enter a number of new Shares higher than the maximum number of new Shares available under the Electable Portion;
- (f) A stamp duty of RM10.00 is payable by a Participating Shareholder for each electronic election of Electable Portion. In addition, Participating Shareholders will be required to pay the following additional processing fee when submitting his/her election electronically:
 - (i) a processing fee of RM4.00 for each electronic election of Electable Portion submitted via Bursa Anywhere; or
 - (ii) a processing fee of RM2.00 for each electronic election of Electable Portion submitted via NRS.

The processing fee and stamp duty payment will be made electronically at Bursa Anywhere during the submission of the e-DRF. Authorised nominees will make their payments as set out in Bursa Depository's User Guide for NRS; and

- (g) the new Shares arising from the Electable Portion will be issued and credited into the Participating Shareholder's CDS account as stated in the Record of Depositors as at the Entitlement Date.

5.2.1 Procedures for individual Shareholders to submit e-DRF via Bursa Anywhere

At present, submission of e-DRF via Bursa Anywhere is only available to individual Shareholders.

(a) Sign up as a Bursa Anywhere user

Shareholders are required to do a one-time registration (at no charge) as a user with Bursa Anywhere. Shareholders can download Bursa Anywhere from Google Play Store for Android or App Store for iOS (Apple) and follow the instruction on the screens to complete the registration process. You will receive an e-mail notification upon your successful registration as a Bursa Anywhere user.

(b) Exercise Electable Portion electronically via Bursa Anywhere mobile application

- (i) Login to Bursa Anywhere by entering your username and password.
- (ii) Select **"My Services"** at the bottom of the screen.
- (iii) Select **"ECORPORATE ACTION"**.
- (iv) Select **"EDIVIDEND REINVESTMENT PLAN"**.
- (v) Select **"Application"** to accept the Offer.
- (vi) Select the company and click on **"Zetrix AI Berhad"**.
- (vii) Read and agree to the Terms and Conditions for acceptance of the Dividend Reinvestment Plan via Bursa Anywhere to proceed to the next page.
- (viii) Go to your CDS Account and then click **"Select"**.
- (ix) You will then come to a page displaying your Dividend entitlement and the Electable Portion of Dividend to reinvest.
- (x) Fill in your elected amount of new Zetrix AI Shares to be reinvested.
- (xi) You will then come to a **"Preview"** page, where it displays the information of your elected Reinvestment Option. Please go through the details thoroughly to ensure its accuracy. At the bottom of the same page, click **"CONFIRM"** once you have verified the accuracy of the information.
- (xii) Next, a verification code will be sent to your mobile phone (the mobile number provided when you registered to use Bursa Anywhere).
- (xiii) You are required to key-in and submit the verification code.
- (xiv) Once re-directed to the payment gateway, proceed to select your online banking service. You will need to login to your online bank account and proceed to complete the required payment of stamp duty at RM10.00 and a processing fee of RM4.00 for each electronic application.
- (xv) Once you have completed the payment, you will be brought to the **"Thank You"** page which also displays the bank transaction details. Click **"Done"** and you will be re-directed back to the **"My Service"** landing page of Bursa Anywhere.
- (xvi) You will receive a push notification from Bursa Anywhere and a message in your Bursa Anywhere account inbox on the successful submission of your Dividend Reinvestment application.

- (xvii) You may check your Dividend Reinvestment Plan Acceptance records by selecting **“EDIVIDEND REINVESTMENT PLAN”** and then selecting **“APPLICATION HISTORY”** on the Bursa Anywhere.

(c) The electronic election made via Bursa Anywhere shall be subject to the terms and conditions and those appearing herein:

- (i) The electronic Dividend Reinvestment Plan Statement, together with an electronic Notice of Election are available at the landing page of Corporate Announcement on Bursa Securities’ website and can be accessed via the hyperlink in Bursa Anywhere. Shareholders should read the Dividend Reinvestment Plan Statement and Notice of Election prior to making an electronic application and should consider making the electronic application based on this Dividend Reinvestment Plan Statement and Notice of Election rather than on advertising or promotional materials;
- (ii) Bursa Depository is not responsible for, has not authorised and shall not be deemed to have authorised the contents of this Dividend Reinvestment Plan Statement or Notice of Election or DRF (whether in electronic or physical form or otherwise) and therefore, shall not have any liability in respect of the Dividend Reinvestment Plan Statement, Notice of Election, DRF or the electronic application submitted;
- (iii) By submitting an electronic application, the Participating Shareholder confirms that:
 - (aa) the Participating Shareholder has read and understood the contents of this Dividend Reinvestment Plan Statement, Notice of Election and the DRF;
 - (ab) the Participating Shareholder has read and agreed to be bound by these Terms and Conditions of the e-DRF and the terms and conditions of Bursa Anywhere;
 - (ac) the Participating Shareholder agrees to give irrevocable consent to Bursa Depository to disclose information pertaining to the Participating Shareholder, including bank account information, which are necessary or expedient to the relevant entities involved in the processing of the electronic application and facilitating any other purpose relating to the e-DRF services via Bursa Anywhere;
 - (ad) the Participating Shareholder agrees to give irrevocable consent to the crediting of the New Shares to the CDS account of the Participating Shareholder for which the electronic application is successful; and
 - (ae) the Company, the Share Registrar, Bursa Depository, Bursa Securities, Bursa Malaysia and their appointed service providers will not accept any responsibility or liability if any Reinvestment Option and electronic application by a non-resident securities holder is or becomes illegal, unenforceable, voidable or void in countries or jurisdictions outside Malaysia;
- (iv) An electronic application is deemed to be received by Bursa Anywhere only upon its completion, that is, when the Participating Shareholder has:
 - (aa) successfully made full fee payment via the payment gateway; and
 - (ab) received an email indicating that the electronic application has been submitted to the Share Registrar;

- (v) Participating Shareholders are advised to print out and retain a copy of the transaction records for record purposes. The transaction records are only a record of the completed transactions received at Bursa Anywhere and not a record of the receipt of the electronic application or any data relating to such an electronic application, by the Share Registrar;
- (vi) If Bursa Depository has any reason to believe that the Dividend Reinvestment Plan Statement, Notice of Election or processes for collection and handling of electronic applications have been tampered with, Bursa Depository may reject the electronic application and Bursa Depository shall not be liable for such rejection;
- (vii) No electronic application will be entertained after the Expiry Date. Bursa Depository, Bursa Securities and Bursa Malaysia do not guarantee any allotment of securities as a result of the electronic application and are not responsible for any non-payment of Dividend or non-allotment of the New Shares or part thereof by the Company pursuant to the electronic application;
- (viii) No refund of any fee charged by Bursa Depository and applicable tax (if any), will be made to the Participating Shareholder if the Participating Shareholder's electronic application is rejected by the Share Registrar;
- (ix) Any invalid or rejected electronic election shall be treated as having elected to receive the Dividend entitlement in cash;
- (x) By submitting an electronic application, the Participating Shareholder agrees to assume the risks associated with conducting transactions online, including risks of electrical, electronic, technical and mobile-related faults and breakdowns, faults with mobile application, problems occurring during data transmission, mobile security threats such as viruses, hackers and crackers, fires, acts of God and other events beyond the control of Bursa Depository, and/or the Company. The Participating Shareholder acknowledges that the aforementioned events may result in (i) interruption, transmission blackout or delayed transmission; and/or (ii) incorrect data transmission due to the public nature of the Internet and agrees to bear such risks. The Participating Shareholder agrees that neither Bursa Depository, Bursa Securities, Bursa Malaysia, the Company nor the Share Registrar shall be liable for any delay, failure or inaccuracy in the recording, storage or transmission or delivery of data, breakdown or failure in communication facilities or due to any cause beyond their control;
- (xi) If, Bursa Depository, the Company and/or the Share Registrar does not receive your electronic application and/or the relevant payment, or in the event that any data relating to the electronic application is lost, corrupted, destroyed or otherwise not accessible, whether wholly or partially and for any reason whatsoever, the Participating Shareholder is deemed to have never made an electronic application. In such an event, the Participating Shareholder shall not hold Bursa Depository, Bursa Securities, Bursa Malaysia, the Company and/or the Share Registrar liable for any matter arising from or in relation to the purported electronic application concerned;
- (xii) Instead of submitting an electronic application, the Participating Shareholder may alternatively submit applications through the existing manual paper-based application method as well as other means of application specified in the Notice of Election or this Dividend Reinvestment Plan Statement;

- (xiii) Bursa Depository is committed to protecting the security of the Participating Shareholder's personal information. It uses a variety of security technologies and procedures, to help protect the confidentiality and security of a Participating Shareholder's personal information provided through the Bursa Anywhere, from unauthorised access, use, or disclosure. In addition, Bursa Depository has put in place appropriate measures to minimise the risks of unauthorised access and to maintain the security of the information it collects through Bursa Anywhere.

5.2.2 Procedures for Shareholders to submit e-DRF via NRS through their appointed authorised nominees are set out below:

Zetrix AI has appointed Bursa Depository to provide NRS to the Shareholders who are represented by authorised nominees. Only the Participating Shareholders who are represented by authorised nominees and have subscribed for NRS with Bursa Depository may apply to participate in the Dividend Reinvestment Plan via NRS.

- (i) Please read carefully and follow the terms of this Dividend Reinvestment Plan Statement, the Notice of Election and the DRF, the procedures, terms and conditions for application via NRS and Bursa Depository's terms and conditions for NRS and User Guide for NRS (which are made available to all authorised nominees who have subscribed for NRS with Bursa Depository) before making the application.
- (ii) To exercise the Electable Portion electronically via NRS, you will be required to submit your subscription information via DRP Subscription File which is to be prepared based on the format as set out in Bursa Depository's User Guide for NRS.
- (iii) Stamp duty at RM10.00 and processing fee of RM2.00 are payable for each CDS account in the DRP Subscription File.
- (iv) Your application shall signify, and shall be treated as, your acceptance of the number of new Zetrix AI Shares that may be allotted to you.
- (v) You acknowledge that by completing and submitting the DRP Subscription File to Bursa Depository, you, if successful, request and authorise the Company to credit the new Zetrix AI Shares allotted to you into the respective CDS Account(s) as indicated in the DRP Subscription File.
- (vi) You acknowledge that your application via NRS is subject to the risks of electrical, electronic, technical, transmission, communication and computer-related faults and breakdowns, fires and other events beyond the control of the Company, the Share Registrar, the relevant financial institution or Bursa Depository, and irrevocably agree that if:
 - (aa) the Company, the Share Registrar or Bursa Depository does not receive your application via NRS; or
 - (ab) the data relating to your application via NRS is wholly or partially lost, corrupted or inaccessible, or not transmitted or communicated to the Company, the Share Registrar or Bursa Depository,

you shall be deemed not to have made your application and you shall not make any claim whatsoever against the Company, Bursa Depository, the Share Registrar or the relevant financial institution for the new Zetrix AI Shares applied for or for any compensation, loss or damage relating to the application for the new Zetrix AI Shares.

- (vii) By completing and submitting the DRP Subscription File to Bursa Depository, you agree that:
 - (aa) In consideration of the Company agreeing to allow and accept your application for the new Zetrix AI Shares via the NRS facility established by Bursa Depository, your application via NRS is irrevocable and cannot be subsequently withdrawn;
 - (ab) The Company, the relevant financial institutions, Bursa Depository and the Share Registrar shall not be liable for any delays, failures or inaccuracies in the processing of data relating to your application via NRS due to a breakdown or failure of transmission or communication facilities or to any cause beyond the control of the Company, the relevant financial institutions, Bursa Depository and the Share Registrar;
 - (ac) You agree that in relation to any legal action, proceedings or dispute arising out of or in relation to the contract between the parties and/or the application via NRS and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that you irrevocably submit to the exclusive jurisdiction of the Courts of Malaysia.
 - (ad) The Share Registrar and Bursa Depository, on the authority of the Company, reserves the right to reject applications which do not conform to these instructions.
- (viii) Any invalid or rejected electronic election shall be treated as having elected to receive the Final Dividend entitlement in cash;
- (ix) By electing the Electable Portion, the Registered Shareholder, if successful, requests and authorises Bursa Depository to credit the New Shares allotted to the CDS account as stated in the Record of Depositors as at the Entitlement Date.

6. Extent of application of Dividend Reinvestment Plan to each Electable Portion

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

7. Share entitlement

Maximum Share Entitlement

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

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

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

Where:

- N is the maximum number of new Zetrix AI Shares (*rounded down to the nearest whole number*) to be allotted and issued as fully paid up to the Participating Shareholder in respect of such Notice of Election.
- S is the number of Zetrix AI Shares held by the Participating Shareholder as at the Entitlement Date to which a Notice of Election relates.
- D is the Electable Portion or part thereof (after deduction of applicable income tax).
- V is the Issue Price.

Any fractional entitlement of new Zetrix AI Shares computed in accordance with the above formula will be paid in cash to the Participating Shareholders in the usual manner.

Balance of the Electable Portion

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

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

Where:

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

The Balance of the Electable Portion will be paid to the Participating Shareholders in cash in the usual manner.

8. Terms of allotment

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

- (a) the quantum of the Dividend;
- (b) the Board's decision on the proportion/size of the Electable Portion;
- (c) the number of Shareholders who elect to exercise the Reinvestment Option and the extent of their election;
- (d) the Issue Price; and

- (e) any necessary downward adjustment by the Board to the final number of new Zetrix AI Shares to be allotted and issued to any of the Shareholders as referred to in Section 15 below under Implications of the Rules and other shareholding limits.

Unless the Board otherwise determines, all new Zetrix AI Shares allotted under the Dividend Reinvestment Plan will be allotted as fully paid-up. All such new Zetrix AI Shares will, upon allotment and issuance, rank equally in all respects with the existing Zetrix AI Shares, save and except that the holders of new Zetrix AI Shares shall not be entitled to any Dividends, rights, allotments and/or any other forms of distribution declared, made or paid to Shareholders where the entitlement date of the said distributions precedes the relevant date of allotment and issuance of the new Zetrix AI Shares.

It should be noted that since fractional new Zetrix AI Shares will not be allotted, Participating Shareholders shall receive any amount of the Dividend payment that is insufficient for the issuance of one (1) new Zetrix AI Share, in cash, in the usual manner.

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

9. Odd lots

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

Shareholders who do not wish to receive new Zetrix AI Shares in odd lots may round down the number of new Zetrix AI Shares elected such that he/she will receive new Zetrix AI Shares in multiples of one hundred (100) new Zetrix AI Shares. For any amount of Dividends relating to undesired odd lots entitlement of new Zetrix AI Shares, the Shareholder can elect to receive such amount of Dividends in cash in the usual manner. Where a Shareholder's entitlement of new Zetrix AI Shares is less than one hundred (100) Zetrix AI Shares, the Shareholder can elect to receive his/her entire Dividend entitlement in cash in the usual manner or new Zetrix AI Shares in odd lots.

10. Notification to Participating Shareholders

In accordance with Paragraph 6.09 of the Listing Requirements, Zetrix AI will within eight (8) Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities, allot and issue the new Zetrix AI Shares and despatch notices of allotment to the Participating Shareholders. **Further, in accordance with Paragraphs 8.26(2) and 9.19(2)(a)(ii) of the Listing Requirements, on the Allotment Date (which will be within one (1) month from the Entitlement Date and in any event, within three (3) months from the date of declaration of the Dividend or the date on which the approval is obtained in a general meeting of Zetrix AI, whichever is applicable), the Remaining Portion and the Balance of the Electable Portion not reinvested will be paid in cash to the respective Shareholders in the usual manner through a Dividend Payment Account, where applicable. For avoidance of doubt, Dividend for the Shareholders who do not exercise their Reinvestment Option will also be paid concurrently on the Allotment Date, in cash, in the usual manner.**

An announcement will also be made in respect of the Market Day on which the new Zetrix AI Shares will be listed and quoted on the Main Market of Bursa Securities.

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

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

11. Cost to the Shareholders who participate in the Dividend Reinvestment Plan

There are no brokerage fees and other related transaction costs payable by Shareholders on the new Zetrix AI Shares allotted, unless otherwise provided by any statute, law or regulation. However, Participating Shareholders are liable for a stamp duty of RM10.00 for each DRF or e-DRF submitted. In addition, if a Participating Shareholder submits his/her election via Bursa Anywhere or NRS, he/she will be required to pay a processing fee for each electronic election of Electable Portion.

12. Modification, suspension and cancellation of application of the Dividend Reinvestment Plan

Notwithstanding any other provisions, Terms and Conditions of the Dividend Reinvestment Plan set out herein or otherwise and irrespective of whether an election to exercise the Reinvestment Option has been made, if the Board shall consider that by reason of any event or circumstances (whether arising before or after the Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend and before the allotment and issuance of new Zetrix AI Shares in respect of the Electable Portion) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the Dividend Reinvestment Plan in respect of the Electable Portion, the Board may, at its absolute discretion and as it deems fit and expedient and without assigning any reason thereto, by giving the Shareholders notice in such manner as the Board deems fit, modify, suspend (in whole or part) or terminate the application of the Dividend Reinvestment Plan to the Electable Portion subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be.

Subject to any statute, law or regulation in force in Malaysia, as the case may be, the abovementioned power of the Board shall be valid and subsisting irrespective of whether an election to exercise the Reinvestment Option has been made and notwithstanding any other provisions or Terms and Conditions stated herein or otherwise.

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

In the event the Board decides to cancel the application of the Dividend Reinvestment Plan to the Electable Portion, the Electable Portion shall be received in cash by the Shareholders in the usual manner through a Dividend Payment Account.

13. Modification, suspension and termination of the Dividend Reinvestment Plan

Subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be, the Dividend Reinvestment Plan and the Terms and Conditions may be modified, suspended (in whole or in part) or terminated at any time by the Board as it deems fit or expedient by giving notice in writing to all Shareholders in such manner as the Board deems fit and expedient and without assigning any reason thereto, notwithstanding any other terms and conditions of the Dividend Reinvestment Plan and irrespective of whether an election to exercise the Reinvestment Option has been made by any Shareholder.

In the case of a suspension, the Dividend Reinvestment Plan will be suspended (in whole or in part, as the case may be) until such time as the Board may resolve at its absolute discretion, to recommence or terminate the Dividend Reinvestment Plan in such manner as the Board deems fit.

14. General administration of the Dividend Reinvestment Plan

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

- (a) determine procedures, rules and regulations for administration of the Dividend Reinvestment Plan which are consistent with these Terms and Conditions, as may be amended or modified from time to time;
- (b) settle in such manner as it thinks fit, any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the Dividend Reinvestment Plan) which may arise in connection with the Dividend Reinvestment Plan, whether generally or in relation to any Participating Shareholder or any Zetrix AI Share and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates without giving any reasons for its determination;
- (c) delegate to any one (1) or more persons, for such period and on such conditions as the Board may determine, the exercise of any of its powers or discretion under or in respect of the Dividend Reinvestment Plan and references to a decision, opinion or determination of the Board include a reference to the decision, opinion or determination of the person or persons to whom the Board has delegated its authority to, for the purposes of administering the Dividend Reinvestment Plan; and
- (d) waive strict compliance by the Company or any Shareholder with any of these Terms and Conditions.

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

15. Implications of the Rules and other shareholding limits

(a) The Rules

The attention of all Shareholders is drawn to Paragraph 4.01 of the Rules and Sections 217 and 218 of the CMSA. In particular, a Shareholder should note that he/she may be under an obligation to extend a take-over offer for the remaining Zetrix AI Shares not already owned by him/her and persons acting in-concert with him/her (collectively, the "**Affected Parties**"), if by participating in the Dividend Reinvestment Plan in relation to the reinvestment of the Electable Portion:

- (i) the Affected Parties, have obtained Control in the Company: or
- (ii) the Affected Parties have acquired, more than two percent (2%) of the voting shares or voting rights of the Company in any six (6) month period and that Affected Parties hold more than thirty-three percent (33%) but not more than fifty percent (50%) of the voting shares or voting rights of the Company during the said six (6) month period, or such other amount as may be prescribed in the Rules, howsoever effected.

In the event an obligation to undertake a mandatory offer is expected to arise with respect to any parties resulting from the exercise of the Reinvestment Option, the Affected Parties may make an application to the Securities Commission Malaysia for an exemption from the obligation to undertake a mandatory offer pursuant to the Rules prior to exercising their Reinvestment Option.

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

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

(b) Other shareholding limits

Shareholders are responsible to ensure that their participation will not result in a breach of any restrictions on their respective holding of Zetrix AI Shares which may be imposed by their contractual obligations, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities, as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts), or as prescribed in the Company's Constitution.

The Board shall be entitled but not obliged to (save and except where required by law) reduce or limit the number of new Zetrix AI Shares to be issued to any Shareholder and/or pay to the Shareholder the Electable Portion or any part thereof in cash, should the Board be made aware or be informed in writing of any expected breach of such shareholding limits as a result of the exercise of the Reinvestment Option by such Shareholder.

16. Disclaimer

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

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

17. Governing Law

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

18. Notices and statements

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

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NOTICE OF ELECTION

DIVIDEND NO. 38

IF YOU WISH TO PARTICIPATE IN THE DRP, YOU MUST COMPLETE, SIGN AND SUBMIT THE DRF TO GAP ADVISORY SDN BHD (“SHARE REGISTRAR”) OR ALTERNATIVELY, YOU MAY SUBMIT YOUR DRF BY ELECTRONIC MEANS THROUGH BURSA ANYWHERE MOBILE APPLICATION (“BURSA ANYWHERE”) OR NOMINEES RIGHTS SUBSCRIPTION SERVICE (THROUGH YOUR APPOINTED AUTHORISED NOMINEES) (“NRS”) SUCH THAT IT REACHES THE SHARE REGISTRAR ON OR BEFORE THE EXPIRY DATE (AS DEFINED HEREIN). IF YOU DECIDE TO RECEIVE YOUR FY2025 FINAL DIVIDEND (AS DEFINED HEREIN) ENTITLEMENT IN CASH ONLY, YOU DO NOT NEED TO TAKE ANY ACTION. THE PAYMENT OF YOUR TOTAL FY2025 FINAL DIVIDEND (AS DEFINED HEREIN) ENTITLEMENT WILL BE MADE TO YOU ON THE PAYMENT DATE (AS DEFINED HEREIN) AS PER YOUR DECISION.

All abbreviated terms used herein in this NOE (including the DRF) are as defined in the DRP Statement unless defined otherwise.

DIVIDEND REINVESTMENT FORM

DIVIDEND NO. 38

Please cut along this perforation and submit the Dividend Reinvestment Form

YOU SHOULD READ AND UNDERSTAND THE CONTENTS OF THE DRP STATEMENT TO WHICH THIS NOE (INCLUDING THE DRF) RELATES IN ITS ENTIRETY BEFORE COMPLETING THE DRF/ e-DRF.

Submission of e-DRF via Bursa Anywhere or NRS

- (1) You may elect to exercise the Reinvestment Option through Bursa Anywhere or NRS not later than the Expiry Date in which case you are not required to submit this hardcopy DRF to the Share Registrar. No cash payment is required from you should you elect to exercise the Reinvestment Option electronically through submission of the e-DRF via Bursa Anywhere or NRS, however you will be required to pay a processing fee of RM4.00 for each electronic election submitted via Bursa Anywhere, or a processing fee of RM2.00 for each electronic election submitted via NRS. In addition, you will be required to pay a stamp duty of RM10.00 for each electronic election. The instructions as well as terms and conditions for the e-DRF are stated in Section 5.2 of the DRP Statement.

Submission of hardcopy DRF to the Share Registrar

- (1) The DRF, duly completed and signed, must be received by the Share Registrar, by post or by hand, not later than the Expiry Date, at the following address:

Gap Advisory Sdn Bhd
 Registration No. 202001042098 (1398419-T)
 E-10-4, Megan Avenue 1
 189, Jalan Tun Razak
 50400 Kuala Lumpur
 W.P. Kuala Lumpur, Malaysia
 Tel No. : (03) 2181 0516
 Fax No. : (03) 2181 0516

Any DRF received by the Share Registrar after the Expiry Date shall be regarded as null and void and of no legal effect unless our Board in its sole discretion determines otherwise and such shareholder who is entitled to the Electable Portion based on his/her/its entitlement on the Entitlement Date (“**Entitled Shareholder**”), as the case may be, shall be deemed to have elected to receive the Electable Portion in cash. A completed and signed DRF, once received by the Share Registrar from you, is irrevocable and shall be binding on you. For avoidance of doubt, only duly completed and signed DRF will be accepted by the Share Registrar.

- (2) One DRF will be issued in respect of your shareholdings in one CDS account. For each DRF, you have the option to elect to participate in the DRP and thereby reinvest the entire Electable Portion or a part thereof into new Zetrix AI Shares under the Reinvestment Option, and if applicable, to receive the balance of the Electable Portion not reinvested in cash. Accordingly, for each DRF, you can elect to exercise the Reinvestment Option in full or partially as stipulated in the DRF or if you do not so elect, you will receive the Electable Portion wholly in cash as stipulated in the DRF.

If you receive more than one DRF and wish to reinvest into new Zetrix AI Shares in respect of all or part of your entitlement to the Electable Portion of your shareholding to which the DRFs relate, you must complete and sign all DRFs received which you wish to reinvest and submit the completed and signed DRFs to the office of the Share Registrar as stated above. Multiple submissions in relation to the same CDS account, or those appearing to be, or suspected of being multiple submissions in relation to the same CDS account, may be rejected at the discretion of our Board, and shall be treated as having elected to receive the Electable Portion in cash.

- (3) The DRF must be completed and signed in accordance with the notes and instructions in the DRP Statement and NOE. DRFs that do not conform to the terms and conditions of the DRP Statement and NOE or which are illegible may not be accepted at the sole discretion of our Board. Our Board reserves the right at their absolute discretion to reject DRFs which are incomplete, incorrectly completed, damaged and/or illegible and such submitting shareholders shall be treated as having elected to receive the Electable Portion in cash in respect of the rejected DRFs.
- (4) The maximum number of new Zetrix AI Shares made available to you for the Reinvestment Option (“**Maximum Share Entitlement**”) that has been set out in this DRF was computed based on your shareholding as stated in the ROD, your entitlement for the Electable Portion as at 19 August 2026 and the Issue Price, rounded down to the nearest unit. In the event you are to insert the above information in a blank DRF (which is available for download at Bursa Malaysia Securities Berhad’s website: www.bursamalaysia.com), your Maximum Share Entitlement will be subject to verification against your entitlement for the Electable Portion based on your shareholding as stated in the ROD as at 19 August 2026 accordingly by the Share Registrar.
- (5) If you elect to reinvest only part of the Electable Portion into new Zetrix AI Shares, the number of new Zetrix AI Shares that you fill up in Part A of this DRF must not be greater than your Maximum Share Entitlement. If the number of new Zetrix AI Shares that you fill up in Part A of this DRF is greater than your Maximum Share Entitlement, you are deemed as reinvesting the entire Electable Portion into new Zetrix AI Shares. Accordingly, the number of new Zetrix AI Shares to be allotted and issued to you will be based on your Maximum Share Entitlement.
- (6) General instructions:
- (a) All Entitled Shareholders who wish to reinvest the entire Electable Portion or a part thereof into new Zetrix AI Shares must complete, sign and submit all the DRFs received by them. All corporations who wish to reinvest the entire Electable Portion or a part thereof into new Zetrix AI Shares must complete and sign the DRF under its common seal which must be affixed and witnessed in accordance with its Constitution or other regulations or under the hand of a duly authorised officer or attorney.
 - (b) Amendments must be clearly legible and should be countersigned by you in full. Any DRF defaced by erasures or any kind of correcting fluid may be rejected at the discretion of our Board and such shareholder shall be treated as having elected to receive the Electable Portion in cash.
 - (c) Once the DRF has been lodged with the Share Registrar, participation shall be irrevocable and cannot be withdrawn.
 - (d) Effective 1 January 2024, the Inland Revenue Board of Malaysia (“**IRBM**”) has terminated the usage of revenue stamps as a stamping method at all IRBM stamping duty counters and district stamping offices. In connection thereto, the application and payment of stamp duty of RM10.00 for the DRF is to be performed online via the IRBM system namely, STAMPS at <https://stamps.hasil.gov.my/stamps/>. Thereafter, a Stamp Certificate will be issued via STAMPS as proof of payment of the stamp duty.

PLEASE ATTACH A COPY OF THE STAMP CERTIFICATE WITH THIS DRF, FAILING WHICH YOUR APPLICATION WILL BE REJECTED without notification from the Share Registrar. Please refer to paragraph (1) above for further information if you wish to submit the DRF by electronic means via Bursa Anywhere or NRS instead.
- (7) The new Zetrix AI Shares arising from your exercise of your Reinvestment Option will be issued and credited into your CDS account as stated in the ROD as at the Entitlement Date.
- (8) The contract arising from your Reinvestment Option shall be governed by and construed in accordance with the laws of Malaysia, and you shall be deemed to have irrevocably and unconditionally submitted to the exclusive jurisdiction of the courts of Malaysia in respect of any matter in connection with this DRF, the NOE and the contract arising from the execution of the DRF.
- (9) No acknowledgement of receipt will be issued in respect of any DRF received. Please note that proof of posting cannot be construed or deemed to be proof of receipt by us of such DRF on or before the Expiry Date.