THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

Bursa Malaysia Securities Berhad takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.

This Circular has been reviewed by Thinkat Advisory Sdn Bhd, the Adviser to Sunzen Group Berhad for the Proposed Variation (as defined herein).

SUNZEN GROUP BERHAD
Registration No. 200501003843 (680889-W)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE:-

PROPOSED VARIATION TO TERMS FOR THE ACQUISITIONS BY SUNZEN GROUP BERHAD OF THE REMAINING 30% EQUITY INTERESTS IN ECOLITE BIOTECH MANUFACTURING SDN BHD AND YANMING RESOURCES SDN BHD ("PROPOSED VARIATION")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Adviser

Thinkat Advisory Sdn Bhd
Registration No. 201701005337 (1219502-A)

The notice of the Extraordinary General Meeting ("**EGM**") of Sunzen Group Berhad (**"Company"**), which will be held at Kota Permai Golf & Country Club, Permai 2, No. 1 Jalan 31/100A, Kota Kemuning, Section 31, 40460 Shah Alam, Selangor Darul Ehsan together with the Proxy Form are enclosed herewith.

A member entitled to attend and vote at the EGM is entitled to appoint a proxy/ proxies to attend and vote on his/ her behalf. The Proxy Form must be deposited at the Company's Registered Office at Level 13, Menara 1 Sentrum, 201, Jalan Tun Sambanthan, Brickfields, 50470 Kuala Lumpur or lodged electronically at info@sunzengroup.com not less than 48 hours before the time set for holding the EGM. The lodging of the Proxy Form will not preclude you from attending and voting in person at the EGM if you subsequently wish to do so.

Last date and time for lodging the Proxy Form	: Saturday, 22 August 2026 at 10.00 a.m.
Date and time of the EGM	: Monday, 24 August 2026 at 10.00 a.m.

This Circular is dated 6 August 2026

DEFINITIONS

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

"1st Supplemental SSAs"	:	First supplemental agreements in relation to the Ecolite Acquisition and Yanming Acquisition, dated 14 June 2024
"2nd Supplemental SSAs"	:	Second supplemental agreements in relation to the Ecolite Acquisition and Yanming Acquisition, dated 26 May 2026
"Acquisitions"	:	The Ecolite Acquisition and Yanming Acquisition, collectively
"Act"	:	Companies Act 2016
"Board"	:	Board of Directors of the Company
"Bursa Securities"	:	Bursa Malaysia Securities Berhad
"CAEXPO"	:	China-ASEAN Expo
"Circular"	:	This circular dated 6 August 2026 in relation to the Proposed Variation
"Consideration Shares"	:	66,101,694 new Shares which were issued at an issue price of RM0.295 per new Share on 11 October 2024 as settlement for the Acquisitions
"Constitution"	:	The constitution of the Company
"Determination Date"	:	The next market day after Sunzen's receipt of the audited financial statements of Ecolite and Yanming, on which Sunzen determines whether the Profit Guarantees have been achieved
"Director(s)"	:	A person who holds a directorship in the Company for the time being, whether in an executive or non-executive capacity, falling within the meaning given in Section 2(1) of the Capital Markets and Services Act 2007 and Section 2(1) of the Act
"DVS"	:	Department of Veterinary Services Malaysia
"EBN"	:	Edible bird's nest
"Ecolite"	:	Ecolite Biotech Manufacturing Sdn Bhd, a wholly-owned subsidiary of Sunzen
"Ecolite Acquisition"	:	Acquisition of the Ecolite Sale Shares then not already owned by Sunzen, from Ecolite Vendors for a purchase consideration of RM15.00 million, which was completed on 11 October 2024
"Ecolite Distribution"	:	Ecolite Distribution Sdn Bhd, a wholly-owned subsidiary of Ecolite
"Ecolite Group"	:	Ecolite and its subsidiaries, collectively
"Ecolite Guarantors"	:	Koh Lee Fong, Lim Wee Chun, Fam Jian Yap, collectively
"Ecolite Profit Guarantee"	:	2-year profit guarantee to be achieved by Ecolite Group of not less than RM10.00 million cumulatively for the Guaranteed Period provided by Ecolite Guarantors

“Ecolite Sale Shares”	:	2,250,000 ordinary shares in Ecolite, representing the 30% equity interest in Ecolite held by the Ecolite Vendors immediately prior to completion of the Ecolite Acquisition
“Ecolite Vendors”	:	Koh Lee Fong, Lim Wee Chun, Fam Jian Yap and G Five Holdings Ltd, collectively
"EGM"	:	Extraordinary General Meeting
"EPS"	:	Earnings per Share
“FPE”		18-months financial period ended/ ending, as the case may be
"FYE"	:	Financial year ended/ ending, as the case may be
“Guaranteed Period”	:	FYE 30 June 2025 and FYE 30 June 2026, collectively. Proposed to be varied to the FYE 30 June 2027 and FYE 30 June 2028 pursuant to the Proposed Variation
“Guarantors”	:	Ecolite Guarantors and Yanming Guarantors, collectively
“Herbology”	:	Herbology Sdn Bhd, a wholly-owned subsidiary of Ecolite
“KPKM”	:	Ministry of Agriculture and Food Security of Malaysia
“LAT”	:	Loss after taxation
"Listing Requirements"	:	ACE Market Listing Requirements of Bursa Securities
"LPD"	:	15 July 2026, being the latest practicable date prior to the printing and despatch of this Circular
“MATRADE”	:	Malaysia External Trade Development Corporation
“MIDA”	:	Malaysian Investment Development Authority
"NA"	:	Net assets attributable to the owners of Sunzen
“Notification Date”	:	The next market day after the Determination Date, on which Sunzen provides written notification to the Guarantors and the Stakeholder on whether the Profit Guarantees have been achieved
“OEM”	:	Original equipment manufacturer
“Original Agreements”	:	SSAs and 1st Supplemental SSAs, collectively
“PAT”	:	Profit after taxation
“Profit Guarantees”	:	Ecolite Profit Guarantee and Yanming Profit Guarantee, collectively
"Proposed Variation”		Proposed variation to terms for the acquisitions by Sunzen of the remaining 30% equity interests in Ecolite and Yanming
“Retention Shares”	:	60,000,000 Consideration Shares retained with the Stakeholder in relation to the Profit Guarantees
"RM" and "sen"	:	Ringgit Malaysia and sen, respectively

"Settlement Period"	:	1 year from the Notification Date
"SSAs"	:	Share sale agreements dated 20 December 2023 in relation to the Ecolite Acquisition and Yanming Acquisition
"Stakeholder"	:	David Lai & Tan Services Sdn Bhd
"Sunzen" or the "Company"	:	Sunzen Group Berhad
"Sunzen Group" or the "Group"	:	Sunzen and its subsidiaries, collectively
"Sunzen Share(s)" or "Share(s)"	:	Ordinary share(s) in Sunzen
"Thinkat" or the "Adviser"	:	Thinkat Advisory Sdn Bhd
"Vendors"	:	Ecolite Vendors and Yanming Vendors, collectively
"Yanming"	:	Yanming Resources Sdn Bhd, a 70%-owned subsidiary of Ecolite, with its remaining 30% owned by Sunzen
"Yanming Acquisition"	:	Acquisition of the Yanming Sale Shares then not already owned by Sunzen, from Yanming Vendors for a purchase consideration of RM4.50 million, which was completed on 11 October 2024
"Yanming Guarantors"	:	Lim Poh Chuw, Fam Jian Yap, Cai HeGui, collectively
"Yanming Profit Guarantee"	:	2-year profit guarantee to be achieved by Yanming of not less than RM3.00 million cumulatively for the Guaranteed Period provided by Yanming Guarantors
"Yanming Sale Shares"	:	150,000 ordinary shares in Yanming, representing the 30% equity interest in Yanming held by the Yanming Vendors immediately prior to completion of the Yanming Acquisition
"Yanming Vendors"	:	Lim Poh Chuw, Fam Jian Yap, Cai HeGui and Chua Huai Gen, collectively

References to "**we**", "**us**", "**our**" and "**ourselves**" are made to Sunzen, and where the context requires, shall include Sunzen's subsidiaries.

All references to "**you**" or "**your(s)**" in this Circular are made to shareholders of Sunzen, who are entitled to attend and vote at the EGM.

Unless specifically referred to, words denoting the singular shall, where applicable include the plural and vice versa and words denoting the masculine gender shall where applicable, include the feminine and neuter genders and vice versa. Any reference to persons shall include corporations, unless otherwise specified.

Any reference in this Circular to the provisions of any statute, rules, regulation or rules of stock exchange shall (where the context admits) be construed as a reference to the provisions of such statute, rules, regulation or rules of stock exchange (as the case may be) as modified by any written law or (if applicable) amendments to the statute, rules, regulation or rules of stock exchange for the time being in force.

Any reference to a time of day and date in this Circular shall be a reference to Malaysian time and date, respectively, unless otherwise specified.

Any discrepancy in the figures included in this Circular between the amounts stated, actual figures and the totals thereof are due to rounding adjustments.

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 our Board after due inquiry, 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 our Group's plans and objectives will be achieved.

Unless stated otherwise, all information presented in this Circular is as at the LPD.

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EXECUTIVE SUMMARY

This Executive Summary highlights only the salient information of the Proposed Variation. Shareholders are advised to read the Circular in its entirety for further details and not to rely solely on this Executive Summary in arriving at a decision on the Proposed Variation before voting at the forthcoming EGM to be convened.

Key information	Description	Reference to Circular
Summary of the Proposed Variation	Sunzen proposes to vary certain terms of the Original Agreements via the Proposed Variation, by entering into the 2nd Supplemental SSAs with the respective Vendors. The key variations to be effected under the Proposed Variation are as follows: (i) Deferment of the Guaranteed Period: The Guaranteed Period, originally covering FYE 30 June 2025 and FYE 30 June 2026, is revised to FYE 30 June 2027 and FYE 30 June 2028; (ii) Timing for certified accounts to be made available: The auditors shall provide the audited financial statements of Ecolite and Yanming to Sunzen on or before 31 October 2028, following which Sunzen shall confirm, by the Determination Date, whether the Profit Guarantees have been achieved; (iii) Release of Retention Shares upon fulfilment: Upon written notification by Sunzen that the Profit Guarantees have been satisfied by the Notification Date, the Stakeholder shall submit the necessary documentation for the release of the Retention Shares to the Guarantors within 1 market day of receiving Sunzen's written authorisation; (iv) Manner of disposal of Retention Shares upon shortfall: In the event of a shortfall, the Guarantors shall, within the Settlement Period, instruct the Stakeholder to sell the Retention Shares in the open market. The disposal may be executed in one lump sum or in tranches. In the event the shortfall is fully satisfied and there are remaining balance Retention Shares, the Stakeholder is to transfer the balance Retention Shares to the Guarantors. Upon expiry of the Settlement Period and should there be any remaining shortfall, all remaining Retention Shares shall be disposed of by the Stakeholder within 3 market days at any price without further reference to the Guarantors; and (v) Late payment interest: All outstanding sums unsatisfied following completion of the Retention Share disposal process shall bear interest at 8% per annum until full settlement.	Section 3

Key information	Description	Reference to Circular
	(vi) Rights attaching to Retention Shares: The Guarantors shall waive their rights to dividends, benefits, entitlements and voting rights in respect of the Retention Shares until such shares are released upon fulfilment of the Profit Guarantees or settlement of any shortfall. Any distributions attributable to Retention Shares which are sold or not released shall be remitted to Sunzen. The Stakeholder shall likewise abstain from exercising any voting or consensual rights attached to the Retention Shares for so long as they are held by the Stakeholder.	
Rationale for the Proposed Variation	The financial performance of the Ecolite Group during the original Guaranteed Period was materially impacted by exceptional external disruptions beyond the control of Ecolite Group and the Guarantors, in particular: (i) The outbreak of Newcastle Disease and the resultant trade embargo imposed by China on Malaysian bird's nest products between December 2024 and January 2025, which coincided with the peak festive sales season and significantly curtailed Yanming's export volumes during a period of heightened seasonal demand; and (ii) A softening in consumer demand across key OEM markets (Malaysia, Singapore, and Vietnam) arising from inflationary pressures and broader macroeconomic uncertainty, which adversely affected manufacturing orders received by Ecolite. As a result of the foregoing, the financial performance of the Ecolite Group and Yanming fell below the levels originally envisaged under the Profit Guarantees. Nevertheless, The Board is of the view that the Profit Guarantees remain achievable under the revised Guaranteed Period, supported by the secured revenue base and expected order pipeline as mentioned in Section 4, the resumption of EBN exports to China, continued access to the China market and the positive outlook of the EBN and health supplement industry. The Proposed Variation is also intended to maintain the alignment of interests between the Guarantors and Sunzen as the release of the Retention Shares remains conditional upon the achievement of the Profit Guarantees, by providing the Guarantors with a final opportunity to fulfil the Profit Guarantees under a revised timeframe premised on the exceptional circumstances faced by the Ecolite Group.	Section 4

Key information	Description	Reference to Circular
	In addition, the revised profit guarantee mechanism introduces a structured Settlement Period for the disposal of Retention Shares in the event of a shortfall, which is designed to facilitate an orderly disposal process taking into account the number of the Retention Shares, trading liquidity of Sunzen Shares and prevailing market conditions, while preserving Sunzen's right to recover any remaining shortfall.	
Risk factors	The potential risk factors that may arise from the Proposed Variation are as follows: (i) Non-completion risk (ii) Investment risk	Section 6
Approvals required	The Proposed Variation is subject to the approval of the Company's shareholders as required under Rule 8.24(1)(b) of the Listing Requirements. The Proposed Variation is not subject to the approval of any government authorities.	Section 8
Interests of directors, major shareholders, chief executive and/or persons connected with them	None of the Directors and/or major shareholders, chief executive of the Company and/or persons connected with them have any direct or indirect interest in the Proposed Variation. Notwithstanding the above, certain Vendors, namely G Five Holdings Ltd, Koh Lee Fong, Lim Wee Chun, Fam Jian Yap, Lim Poh Chuw and Chua Huai Gen, are shareholders of Sunzen, and shall abstain from voting on the resolution pertaining to the Proposed Variation at the forthcoming EGM.	Section 11
Directors' statement and recommendation	The Board recommends that the shareholders of Sunzen **VOTE IN FAVOUR** of the resolution pertaining to the Proposed Variation to be tabled at the forthcoming EGM.	Section 12

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SUNZEN GROUP BERHAD
Registration No. 200501003843 (680889-W)
(Incorporated in Malaysia)

Registered Office
Level 13, Menara 1 Sentrum
201, Jalan Tun Sambanthan
Brickfields, 50470 Kuala Lumpur

6 August 2026

Board of Directors

Mr. Ching Chee Pun *(Executive Chairman)*
Mr. Teo Yek Ming *(Group Managing Director)*
Pn. Aida Lim Binti Abdullah *(Senior Independent Non-Executive Director)*
Ms. Poo Long Yii *(Independent Non-Executive Director)*
Mr. Lee Yew Weng *(Non-Independent Non-Executive Director)*

To: The Shareholders of Sunzen

Dear Sir/ Madam,

PROPOSED VARIATION

1. INTRODUCTION

On 26 May 2026, Thinkat had, on behalf of the Board, announced that the Company proposes to undertake the Proposed Variation.

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

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

2. BACKGROUND

On 20 December 2023, Sunzen entered into the SSAs in relation to the Acquisitions, which were subsequently varied on 14 June 2024 by entering into the 1st Supplemental SSAs.

On 20 September 2024, the shareholders of the Company approved the Acquisitions at an EGM held.

On 11 October 2024, the purchase consideration for the Ecolite Acquisition and Yanming Acquisition, amounting to RM15.00 million and RM4.50 million respectively, was settled with the issuance of 66,101,694 Consideration Shares at an issue price of RM0.295 per new Share.

Following thereto, the Company announced that the Acquisitions had been completed. As part of the Original Agreements, the Retention Shares were intended to secure the agreed profit performance of Ecolite Group and Yanming during the Guaranteed Period.

Sunzen has proposed to vary certain terms of the Original Agreements by entering into the 2nd Supplemental SSAs on 26 May 2026.

For avoidance of doubt, the Proposed Variation will not result in any changes to the Acquisitions in respect of the following:

(i) Purchase consideration;
(ii) Method of settlement;
(iii) Number of Consideration Shares and Retention Shares; and
(iv) Issue price of the Consideration Shares.

The Proposed Variation entails, amongst others, the deferment of the Guaranteed Period and the treatment of the Retention Shares.

Further details of which are set out in the ensuing sections of this Circular.

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3. DETAILS OF THE PROPOSED VARIATION

The terms of the Original Agreements proposed to be varied pursuant to the Proposed Variation involves the following:

Key Terms	Salient Terms of the Original Agreements	Salient Terms of the 2nd Supplemental SSAs
Guaranteed Period	The Guaranteed Period refers to the FYE 30 June 2025 and FYE 30 June 2026.	The Guaranteed Period is revised to the FYE 30 June 2027 and FYE 30 June 2028.
Timing for certified accounts made available	Not specified.	The auditors shall provide the audited financial statements of Ecolite and Yanming to Sunzen on or before 31 October 2028, and Sunzen shall within 1 market day of receiving the said audited financial statements, determine whether or not the Profit Guarantees have been achieved. Within 1 market day from the Determination Date, the Company shall provide the Guarantors and the Stakeholder with a written notification on whether the Profit Guarantees are achieved. The Stakeholder is entitled to rely conclusively on Sunzen's notification and confirmation and is not obligated or liable to enquire into, verify or determine the accuracy of whether the Profit Guarantees are met or not.
Timing of release of Retention Shares in the event the Profit Guarantees are achieved	Not specified.	The Company shall on Notification Date provide written authorisation to the Stakeholder for the Stakeholder to submit the necessary documentation for the release of the Retention Shares to the Guarantors within 1 market day from the receipt of such written authorisation.

Key Terms	Salient Terms of the Original Agreements	Salient Terms of the 2nd Supplemental SSAs
Manner of sale of Retention Shares in the event the Profit Guarantees are not achieved	The Stakeholder shall dispose of the Retention Shares in the open market and apply the proceeds towards the settlement of the Profit Guarantees shortfall. However, the timing of such disposal is not specified. In the event the Proposed Variation is not approved by the shareholders, the disposal of the Retention Shares will be undertaken by the Stakeholder in accordance with the Original Agreements. The Original Agreements did not specify any timeline for the disposal.	The Guarantors shall instruct the Stakeholder to sell the Retention Shares in the open market at the market price instructed by the Guarantors within the Settlement Period, where the Stakeholder shall carry out such instructions on a reasonable effort basis but is not to be responsible for the price determined for such sale. The said sale can be executed in one lump sum or in tranches. The Stakeholder shall notify Sunzen within 1 market day after each transaction of the number of Retention Shares sold, the net proceeds received, the remaining balance of Retention Shares and the outstanding shortfall or if the Profit Guarantees are fully satisfied. Subsequently, the Stakeholder is to transfer such net proceeds to Sunzen within 3 market days from the receipt thereof. Once the shortfall is fully satisfied, Sunzen will provide written confirmation to the Stakeholder and authorise it to submit the necessary documentation for the release of any remaining Retention Shares to the Guarantors of which the Stakeholder is to do so within 1 market day from the receipt of the said confirmation. Upon expiry of the Settlement Period, if the Profit Guarantees are not satisfied and there remains balance Retention Shares held by the Stakeholder, the Stakeholder is to dispose of the Retention Shares in the open market within 3 market days at any price without further reference to the Guarantors. The Settlement Period is intended to provide a practical period for the disposal of the Retention Shares in an orderly manner taking into consideration the number of Retention Shares, the trading liquidity of Sunzen Shares and the prevailing market conditions. This is not expected to be detrimental to Sunzen Group as the period is limited to 1 year, as compared to an unspecified timeframe based on the Original Agreements.

Key Terms	Salient Terms of the Original Agreements	Salient Terms of the 2nd Supplemental SSAs
Late payment interest	Any outstanding amount payable by the Guarantors from the date of demand by Sunzen shall bear interest at the agreed rate of 8% per annum until full settlement.	All outstanding sums unsatisfied immediately after the date all the Retention Shares have been sold or the expiry of the Settlement Period, whichever is earlier, shall bear interest at the rate of 8% per annum until full settlement.
Rights attaching to Retention Shares	The Guarantors shall not be entitled to any dividends, benefits or entitlement, nor to exercise any voting rights, in respect of the Retention Shares until such Retention Shares are released to them upon fulfilment of the Profit Guarantees or settlement of any shortfall. The Guarantors shall only be entitled to dividends declared and paid on the Retention Shares (if any) which are released to them, while any distributions attributable to the portion of the Retention Shares which are sold or not released shall be remitted to Sunzen. In addition, the Stakeholder shall abstain from exercising any voting or other consensual rights attached to the Retention Shares for so long as the Retention Shares are held by the Stakeholder.	The Guarantors shall waive their rights to receive dividends, benefits or entitlement, and to voting rights, in respect of the Retention Shares until the Retention Shares are released to them after the Profit Guarantees are satisfied or any shortfall is fully settled. The Guarantors shall only be entitled to dividends declared and paid on the Retention Shares (if any) which will be released to them upon fulfilment of the Profit Guarantees or settlement of any shortfall. Any distributions attributable to the portion of the Retention Shares which are sold or not released to the Guarantors shall be remitted to Sunzen. In addition, the Stakeholder shall abstain from exercising any voting or other consensual rights attached to the Retention Shares for so long as the Retention Shares are held by the Stakeholder.

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4. RATIONALE FOR THE PROPOSED VARIATION

The Ecolite Group is principally involved in the processing, cleaning, grading, and export of EBN products, with a focus on both downstream manufacturing and export distribution. At the company level, Ecolite is principally engaged in the manufacturing and sale of herbal drinks, foodstuff and related health products. Yanming, being the largest operating subsidiary within the Ecolite Group, plays a central role in the Group's export operations, particularly to the China market, and is principally engaged in the processing and trading of bird's nest and related activities, including sales, customer relationships, and distribution channels for bird's nest products.

Since the completion of its initial acquisition of 70% equity interest on 30 May 2018, the Ecolite Group progressively became the key contributor to the revenues of the Sunzen Group. Within the Ecolite Group, Yanming is the largest operating subsidiary and primarily responsible for the export of bird's nest products to the China market, which has historically been a key revenue driver of the Ecolite Group.

The Board further notes that the Guarantors' equity interests in Sunzen are as follows:

Guarantors	Guarantors for	Direct No of Shares	%[1]	Indirect No of Shares[2]	%[1]
Koh Lee Fong	Ecolite Acquisition	1,340,000	0.17	25,423,729	3.20
Lim Wee Chun	Ecolite Acquisition	800,000	0.10	11,864,407	1.49
Fam Jian Yap	Ecolite Acquisition & Yanming Acquisition	1,042,240	0.13	13,559,322	1.71
Lim Poh Chuw	Yanming Acquisition	2,188,363	0.28	5,084,746	0.64
Cai HeGui	Yanming Acquisition	-	-	4,067,796	0.51

Notes:

(1) Based on the total number of 793,923,442 Shares, after excluding 7,996,500 treasury shares.

(2) Deemed interest pursuant to Section 8(6)(b) of the Act by virtue of Retention Shares held by the Stakeholder.

The Guarantors do not hold any equity interest in Ecolite Group as the transaction for the remaining 30% was completed on 11 October 2024.

The deferment of the Profit Guarantees under the revised timeline is intended to maintain the alignment of interests between the Guarantors and Sunzen in driving the performance of the Ecolite Group. In particular, as the release of the Retention Shares to the Guarantors remains conditional upon the achievement of the Profit Guarantees, the Guarantors will continue to have an interest in supporting the performance and growth of the Ecolite Group during the revised Guaranteed Period. Sunzen stands to benefit as this is expected to contribute positively to the earnings and overall financial position of the Sunzen Group at the consolidated level while also increasing shareholder value. This aligns the interests of the Guarantors with Sunzen, as both parties would benefit from the achievement of the Profit Guarantees.

Based on the above, the Board, and after taking into consideration the strategic importance of the Ecolite Group to the Sunzen Group, has decided that the Proposed Variation is necessary as it provides the Guarantors with an opportunity to make good the Profit Guarantees. In addition, the Proposed Variation represents a one-off variation to the existing terms of the Profit Guarantees, and the Guarantors have reaffirmed their commitment to fulfil their obligations under the revised terms. Accordingly, the Proposed Variation is intended to provide a final opportunity for the Ecolite Group to achieve the Profit Guarantees under a revised timeframe taking into account the exceptional circumstances previously faced by the business, namely the outbreak of disease and the resulting impact on the Ecolite Group's operations and financial performance, as further detailed in the paragraphs below.

As part of its evaluation of the Proposed Variation, the Board has considered the commercial circumstances affecting the Ecolite Group's operational and financial performance over the Guaranteed Period, which has been depressed and adversely affected by a combination of external disruptions and operational challenges, as set out below:

(i) The outbreak of the Newcastle Disease, a viral disease affecting poultry in Malaysia resulted in a temporary trade embargo imposed by the China authorities on Malaysian bird's nest products. Prior to the formal imposition of such restrictions, there were earlier indications from the DVS in November 2024 of potential export suspension, which created uncertainty and disruption to the operations of industry players. The embargo was subsequently formalised towards end-December 2024, followed by a gradual easing in January 2025 (with limited export approvals), before export activities progressively resumed in February 2025 following the finalisation of new safety protocols. As such, the trade restrictions directly affected Yanming's ability to export bird's nest products as follows:

Month	**Scheduled Export (tonnes)**	**Actual Export (tonnes)**	**Shortfall / (Excess) (tonnes)**
November 2024	1.38	1.11	0.27
December 2024	1.89	0.69	1.20
January 2025	1.68	-	1.68
February 2025	1.20	0.96	0.24
March 2025	0.22	0.31	(0.09)

Based on the historical audited financial results for FYE 31 December 2022, FPE 30 June 2024 and FYE 30 June 2025, sales to the China market represented an average of approximately 63.1% of the Ecolite Group's total revenue. The disruption was further exacerbated by the timing of the export suspension, as the affected months above typically represent the peak sales period for bird's nest products due to increased demand associated with the period leading up to the Chinese New Year festive season. A significant decline in combined sales during the festive season for the months of January and February over the past 3 years was seen from approximately RM9.07 million in 2023 and RM8.06 million in 2024 to approximately RM3.04 million in 2025, indicating a material disruption to sales during this peak demand period.

Following the lifting of the export suspension, the recovery in sales was gradual, as reflected by the lower combined sales for the subsequent period from March to June of approximately RM6.22 million in 2025, as compared to approximately RM14.27 million in 2024 and RM15.96 million in 2023, indicating that sales did not immediately revert to historical levels despite the resumption of exports.

As the trade embargo coincided with this critical sales period, Yanming was unable to fully capitalise on the seasonal demand for bird's nest products in the China market. This resulted in a significant reduction in export sales and adversely affected the financial performance of Yanming, which in turn impacted the overall performance of the Ecolite Group and consequently the Sunzen Group.

As a result, Yanming recorded a steep decline in revenue from approximately RM76.56 million in the FPE 30 June 2024 to approximately RM35.52 million for the FYE 30 June 2025, and a corresponding drop in net profit from approximately RM1.16 million in the FPE 30 June 2024 to a net loss of approximately RM0.14 million for the FYE 30 June 2025. This disruption significantly impacted the ability of both Yanming and Ecolite Group in fulfilling the Profit Guarantees.

(ii) Ecolite also experienced weaker operating performance across certain domestic and regional markets, including Malaysia, Singapore and Vietnam, during the FYE 30 June 2025. Ecolite had initially budgeted for stronger growth during the financial year. However, demand across its key markets, namely Malaysia, Singapore and Vietnam, softened due to inflationary pressures and broader economic uncertainty, which adversely affected consumer demand for discretionary health supplement products.

As a result of the weaker consumer environment, brand owners and OEM clients of Ecolite adopted a more cautious inventory management approach and reduced production orders in order to avoid excess stock levels. This led to a decline in manufacturing orders received by Ecolite during the financial year.

Consequently, Ecolite recorded a decline in revenue from approximately RM35.17 million in the FPE 30 June 2024 to approximately RM19.57 million for the FYE 30 June 2025 and reported a decline in net profit from approximately RM2.13 million to a net loss of approximately RM0.92 million for the same financial year. The weaker performance of Ecolite had in turn affected the overall financial performance of the Ecolite Group.

(iii) Following the trade embargo and softened market in FYE 30 June 2025, Ecolite Group experienced a slow recovery in the following financial year. The financial quarter ended 30 September 2025 recorded a revenue of RM13.05 million, representing a decrease of 26.06% as compared to the revenue recorded of RM17.65 million for the financial quarter ended 30 September 2024.

The revenue recorded for the financial quarter ended 30 September 2025 also represents a decline of 38.82% compared to the revenue recorded of RM21.33 million for the financial quarter ended 30 September 2023.

The slower recovery in the FYE 30 June 2026 was primarily attributable to the continued cautious purchasing behaviour observed among customers, following the weaker consumer environment in 2025, which has yet to fully normalise. This has resulted in smaller order sizes, longer replenishment cycles and delays in order confirmations, thereby affecting the pace of revenue recovery.

As a result of the above, the financial performance of the Ecolite Group fell below the levels originally envisaged under the Profit Guarantees. A comparison between the Profit Guarantees and the estimated cumulative PAT for the Guaranteed Period, based on audited financial statements for the financial year ended 30 June 2025, unaudited financial statements for the period from 1 July 2025 to 31 March 2026 and estimated results for the remaining period up to 30 June 2026 based on management estimation, is set out below:

Comparison of Ecolite Profit Guarantee against Pro Forma Cumulative PAT of Ecolite Group during the Guaranteed Period

	RM
Ecolite Profit Guarantee to be achieved within the Guaranteed Period	10,000,000
Audited LAT from 1 July 2024 to 30 June 2025	(2,044,357)
Unaudited LAT from 1 July 2025 to 31 March 2026	(57,381)
Estimated LAT from 1 April 2026 to 30 June 2026	(2,884,777)
Shortfall	14,986,515

Comparison of Yanming Profit Guarantee against Pro Forma Cumulative PAT of Yanming during the Guaranteed Period

	RM
Yanming Profit Guarantee to be achieved within the Guaranteed Period	3,000,000
Audited LAT from 1 July 2024 to 30 June 2025	(143,214)
Unaudited PAT from 1 July 2025 to 31 March 2026	417,508
Estimated LAT from 1 April 2026 to 30 June 2026	(480,832)
Shortfall	3,206,538

In the event the Proposed Variation is not approved by shareholders, the terms of the Original Agreements shall apply. Based on the abovementioned estimated shortfall and the market price of Sunzen Share of RM 0.24, the disposal of the Retention Shares would generate indicative gross proceeds of RM14.40 million. The remaining balance of approximately RM12.89 million would then be recoverable from the Guarantors through cash top-up. Accordingly, the total amount recoverable by Sunzen Group would be approximately RM27.29 million.

Premised on the above, it is noted the operations and financial performance of the Ecolite Group were materially affected by external factors beyond the control of the Ecolite Group and the Guarantors. However, the achievability of the Profit Guarantees under the revised timeline is expected to be supported by the Ecolite Group's existing sales contracts / confirmed sales orders / recurring customer arrangements amounting to approximately RM18.29 million, to be fulfilled over the next 2 financial years, its expected order pipeline of approximately RM156.83 million, to be fulfilled over the same period of time, as well as the continued demand for EBN and health supplement products. These provide visibility over the Ecolite Group's prospective revenue and earnings during the revised Guaranteed Period.

Prior to the outbreak of Newcastle Disease, the subsequent trade restrictions imposed on Malaysian bird's nest exports to China, and the recent slowdown in OEM sales across certain domestic and regional markets, the Ecolite Group had demonstrated stable operating performance, generating revenue of approximately RM81.73 million in FYE 31 December 2022 and approximately RM114.80 million in FPE 30 June 2024, and recorded profits of approximately RM3.23 million and RM3.96 million respectively, which reflects the operational capability and earnings potential of the business under normal operating conditions.

Based on the audited financial statements for the past 3 financial years/periods, the revenue and profit contributions by the Ecolite Group and Yanming are as follows:

	Audited					
	FYE 31 December 2022		**FPE 30 June 2024**		**FYE 30 June 2025**	
	RM'million	%	RM'million	%	RM'million	%
Sunzen Group						
Revenue						
Ecolite Group[(i)]	81.73	84.18	114.80	80.46	57.07	70.82
Other subsidiaries	15.36	15.82	27.88	19.54	23.51	29.18
Total	97.09	100.00	142.68	100.00	80.58	100.00
Profit after tax						
Ecolite Group[(i)]	3.23	67.71	3.96	37.43	(2.04)	(75.84)
Other subsidiaries	1.54	32.29	6.62	62.57	4.73	175.84
Total	4.77	100.00	10.58	100.00	2.69	100.00
Ecolite Group						
Revenue						
Yanming[(i)]	50.86	62.21	76.58	66.71	35.52	62.24
Other subsidiaries	30.87	37.79	38.22	33.29	21.55	37.76
Total	81.73	100.00	114.80	100.00	57.07	100.00
Profit after tax						
Yanming[(i)]	1.00	30.96	1.16	29.29	(0.14)	6.86
Other subsidiaries	2.23	69.04	2.80	70.71	(1.90)	93.14
	3.23	100.00	3.96	100.00	(2.04)	100.00

Note:

(i) Based on the figures reported in the audited financial statements of the respective companies.

Notwithstanding the above, the Board is of the view that the Profit Guarantees under the revised Guaranteed Period remains achievable as it is supported by the secured revenue base and expected order pipeline mentioned above, the resumption and potential gradual normalisation of EBN export activities to China following the lifting of trade restrictions, continued access to the China market and sustained demand for EBN products in traditional Asian markets, as well as the positive outlook and prospects of the EBN and health supplement industry.

Accordingly, the Proposed Variation will provide the Ecolite Group with a one-off opportunity to recover from the temporary disruption and allow the performance of the business to be assessed under normalised operating conditions. This approach is considered commercially reasonable and beneficial to the Company as it preserves the long-term value of the Ecolite Group by allowing the business an opportunity to recover and contribute positively to the future earnings of Sunzen Group, while maintaining the Guarantors' commitment to the Profit Guarantees. In contrast, an immediate disposal of the Retention Shares and potential cash top-up by the Guarantors would allow Sunzen Group to recover approximately RM27.29 million. The Proposed Variation, on the other hand, allows the Profit Guarantees to remain in place under the revised timeline and preserves Sunzen Group's opportunity to recover from the future performance of the Ecolite Group, while maintaining the right to call on the Profit Guarantees on a later date.

The revised profit guarantee mechanism also provides the Guarantors with a period of up to 1 year following the determination of any shortfall to dispose of the Retention Shares. This is intended to facilitate an orderly and structured disposal process, taking into consideration the number of the Retention Shares, the trading liquidity of Sunzen Shares, share price volatility and prevailing market conditions at the relevant time. The 1-year period provides flexibility for the disposal to be carried out in an orderly manner. Based on the trading activity of Sunzen Shares for the 1-year period prior to the LPD, approximately 109.48 million Sunzen Shares were traded, excluding treasury shares. This indicates the appetite of the open market to absorb the disposal of the Retention Shares within this proposed 1-year period without negatively affecting the execution of the disposal and the value realisation of the Retention Shares. Such an approach is expected to enhance overall recovery while providing the Guarantors with reasonable flexibility to manage their financial obligations without compromising Sunzen's position.

5. INDUSTRY OUTLOOK AND PROSPECTS OF SUNZEN GROUP

5.1 Outlook of the EBN industry in Malaysia

Growing awareness of the health and nutritional benefits of EBN has contributed to sustained demand for such products, particularly in traditional Asian markets where it is commonly consumed for its perceived benefits in supporting respiratory health, skin nourishment and overall wellness. From an export perspective, Malaysia has historically benefited from strong demand from the China market, which remains the largest consumer of EBN globally. Following the earlier disruption to export activities arising from disease-related trade restrictions, the DVS announced the resumption of EBN exports to China in January 2025, thereby restoring a key export channel for Malaysian producers and enabling the gradual normalisation of export activities to the China market.

(Source: The Resumption of EBN Export to the People's Republic of China, Press Release dated 17 January 2025, DVS)

Building on this recovery, KPKM has further strengthened market access through the signing of a new protocol with the General Administration of Customs of the People's Republic of China, which establishes updated technical requirements relating to inspection, quarantine, hygiene, labelling and audit for the export of raw-clean and raw-unclean EBN to China. This protocol replaces earlier arrangements and ensures the continuity of Malaysia's access to its primary export market.

Export volumes to China increased from 201 tonnes in 2022 to 484 tonnes in 2024, with an annual trade value of approximately RM1.5 billion. The DVS continues to act as the competent authority overseeing veterinary controls, certification and inspection processes, in collaboration with relevant agencies, thereby supporting product quality assurance and reinforcing Malaysia's position as a key supplier of high-quality EBN products.

(Source: Eksport Sarang Burung Walet Malaysia ke China Diteruskan menerusi Pemeteraian Protokol Baharu dengan China, Media Statement dated 14 November 2025, KPKM)

At the regional level, Malaysia continues to leverage trade promotion platforms to expand market access. The MATRADE has highlighted that bird's nest products were among the key premium offerings that attracted strong interest from international buyers at major trade exhibitions, including the CAEXPO held in September 2025 and the China Food and Drinks Fair held in March 2026. These developments indicate sustained demand across the broader Southeast Asian and China-linked trade ecosystem, reinforcing the export-driven nature of the industry.

(Source: Malaysia Secures More than RM200 Million in Trade Value at Chengdu's 114th China Food and Drinks Fair, Press Release dated 3 April 2026, MATRADE; Malaysia Secures Export Sales Worth RM376.14 Million at The 22nd CAEXPO, Press Release dated 17 January 2025, MATRADE)

Growing consumer confidence in natural therapies, a rising emphasis on preventive healthcare and increasing health awareness have contributed to sustained demand for herbal-based health products, both domestically and globally. The global herbal medicine industry was valued at approximately USD251.24 billion in 2025 and is projected to double to USD500 billion by early 2030, representing a compound annual growth rate of approximately 8.3%. Within Malaysia, the industry is supported by the country's rich biodiversity, its established position as a leading halal certifier and supportive government policies, with positive market trends and growing consumer acceptance creating opportunities for the sector.

(Source: Malaysia: A Promising Future for Traditional and Herbal Medicine, Article dated 5 March 2025, MIDA; Where Nature Meets Innovation: Unlocking the Future of Traditional and Herbal Medicine, Article dated 15 March 2026, MIDA)

5.2 Prospects of Sunzen Group

The management of the Ecolite Group has undertaken various initiatives to stabilise operations and restore its export activities following the easing of trade restrictions. In particular, Ecolite Group has been rebuilding its OEM customer relationships through sales rebate arrangements to encourage sales orders, enhancing its marketing and promotional activities for products under Ecolite Group, and reorganising its sales operations to strengthen its presence in East Malaysia and overseas markets, including Singapore and Indonesia. In respect of Yanming, its export activities of raw clean bird's nest to China have resumed, and it continues to engage existing and new customers in the China market, while exploring opportunities in other overseas markets such as Singapore, Hong Kong and Taiwan. With the gradual normalisation of the bird's nest export market and the resumption of trade flows with China, the Board believes that the Ecolite Group is expected to progressively recover its operational performance and improve its profitability going forward.

At the same time, the Ecolite Group has expanded its revenue base through diversification into OEM and original design manufacturing across regional markets, and penetration into new geographical markets including Thailand, Indonesia, Cambodia and the Philippines. In addition, Ecolite Group is leveraging its halal certification to introduce halal-certified functional food products and botanical-based beverages to cater to demand in Muslim markets. Ecolite Group has also introduced new product categories, including functional beverages and herbal-based health products which have already secured placement in established local retail chains stores.

Operational improvements have also been implemented to enhance production efficiency and optimise capacity utilisation, which currently stands at approximately 50%. To generate more consistent year-round demand and stabilise revenue streams, Ecolite Group plans to introduce new product categories, including an estimated 16 premix herbal tea products, 8 formulated soup series and a wellness cream. In addition, Ecolite Group plans to launch a health consultation subscription programme through offline channels, such as fairs and retail shops, as well as online platforms, to enhance customer engagement and strengthen brand loyalty. These initiatives are expected to improve capacity utilisation and improve absorption of fixed costs.

On balance, the Board is of the view that the prospects of the Ecolite Group remain positive, supported by the recovery in export activities, ongoing business expansion initiatives and the underlying strength of the bird's nest industry, which is expected to contribute positively to the earnings and financial position of Sunzen Group through its equity interest in the Ecolite Group.

(Source: Management of Sunzen)

6. RISK FACTORS

6.1 Non-Completion Risk

The Proposed Variation is conditional upon the approval of Sunzen's shareholders at a general meeting. In the event such approval is not obtained within the stipulated timeframe, the Proposed Variation will not take effect and the existing terms of the Original Agreements, including the original profit guarantee arrangements, shall remain applicable.

6.2 Investment Risk

Although the Proposed Variation is intended to provide additional time for the Ecolite Group and Yanming to achieve the Profit Guarantees, there is no assurance that the anticipated performance will be realised or that the Profit Guarantees will be met within the revised Guaranteed Period.

In the event of a shortfall, Ecolite Guarantors and Yanming Guarantors are obligated to compensate Sunzen through the disposal of the Retention Shares and, where necessary, by way of cash top-up. However, there is no assurance that the proceeds from the disposal of the Retention Shares will be sufficient to fully cover the shortfall, nor that the Ecolite Guarantors and Yanming Guarantors will be able to fulfil their cash obligations in a timely manner.

7. FINANCIAL EFFECTS OF THE PROPOSED VARIATION

The financial effects of the Proposed Variation are set out below:

7.1 Share capital and substantial shareholders' shareholdings

The Proposed Variation will not have any effect on the issued share capital and substantial shareholders' shareholdings of the Company as the Proposed Variation does not involve any issuance of new Shares.

7.2 NA, NA per Share, gearing, earnings and EPS

The Proposed Variation is not expected to have a material impact to the NA, NA per Share, gearing, earnings and EPS of the Sunzen Group for the FYE 30 June 2026, as the assessment and enforcement of the Profit Guarantees will only be initially undertaken after the FYE 30 June 2026. Nonetheless, the Profit Guarantees are expected to contribute positively to the Group's earnings for the FYE 30 June 2027 and FYE 30 June 2028 pursuant to the Proposed Variation.

8. APPROVALS REQUIRED

The Proposed Variation is subject to the approval of the Company's shareholders as required pursuant to the Listing Requirements.

The Proposed Variation is also not subject to the approval of any government authorities.

9. CONDITIONALITY

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

10. ANNOUNCED CORPORATE EXERCISES

Save for the Proposed Variation, there are no other outstanding corporate proposals that have been announced by Sunzen but pending completion prior to the printing of this Circular.

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

None of the Directors and/or major shareholders, chief executive of the Company and/or persons connected with them have any interest, direct or indirect, in the Proposed Variation.

Notwithstanding the above, the following Ecolite Vendors and Yanming Vendors are shareholders of Sunzen:

(i) G Five Holdings Ltd, an Ecolite Vendor, has a direct equity interest of 0.64% in Sunzen;

(ii) Koh Lee Fong, an Ecolite Vendor, has a direct equity interest of 0.17% and an indirect equity interest of 3.20% in Sunzen;

(iii) Lim Wee Chun, an Ecolite Vendor, has a direct equity interest of 0.10% and an indirect equity interest of 1.49% in Sunzen;

(iv) Fam Jian Yap, who is both an Ecolite Vendor and Yanming Vendor, has a direct equity interest of 0.13% and an indirect equity interest of 1.71% in Sunzen;

(v) Lim Poh Chuw, a Yanming Vendor, has a direct equity interest of 0.28% and an indirect equity interest of 0.64% in Sunzen;

(vi) Cai HeGui, a Yanming Vendor, has an indirect equity interest of 0.51% in Sunzen; and

(vii) Chua Huai Gen, a Yanming Vendor, has a direct equity interest of 0.03% in Sunzen.

As such, the abovementioned parties shall abstain from voting in respect of their direct and/or indirect shareholdings in Sunzen, if any, on the resolution pertaining to the Proposed Variation at the forthcoming general meeting and shall undertake to ensure that persons connected with them will similarly abstain from voting.

12. DIRECTORS' STATEMENT AND RECOMMENDATION

The Board, having considered all aspects of the Proposed Variation, including but not limited to the rationale and benefits of the Proposed Variation, salient terms of the 2nd Supplemental SSAs and the financial effects of the Proposed Variation, is of the opinion that the Proposed Variation is in the best interest of the Company.

Accordingly, the Board recommends that the shareholders of Sunzen vote in favour of the resolution pertaining to the Proposed Variation to be tabled at the EGM of the Company.

13. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances, the Proposed Variation is expected to be completed by the third quarter of 2026.

14. EGM

The EGM, the notice of which is enclosed in this Circular, will be held at Kota Permai Golf & Country Club, Permai 2, No. 1 Jalan 31/100A, Kota Kemuning, Section 31, 40460 Shah Alam, Selangor Darul Ehsan, for the purpose of considering and if thought fit, passing with or without modification, the resolution to give effect to the Proposed Variation.

If you are unable to attend and vote in person at the EGM, you should complete, sign and return the enclosed Proxy Form in accordance with the instructions provided thereon so as to arrive at the Company's Registered Office at Level 13, Menara 1 Sentrum, 201, Jalan Tun Sambanthan, Brickfields, 50470 Kuala Lumpur, or lodged electronically at info@sunzengroup.com not less than 48 hours before the time set for holding the EGM or any adjournment thereof. The lodging of the Proxy Form will not, however, preclude you from attending the EGM and voting in person should you subsequently wish to do so.

15. FURTHER INFORMATION

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

Yours faithfully,
For and on behalf of the Board
SUNZEN GROUP BERHAD

Ching Chee Pun
Executive Chairman

APPENDIX I – SALIENT TERMS OF THE 2ND SUPPLEMENTAL SSA FOR THE ECOLITE ACQUISITION

1. DEFERMENT OF GUARANTEED PERIOD

The parties have agreed to defer the Guaranteed Period to FYE 2027 and FYE 2028.

2. DETERMINATION OF ECOLITE PROFIT GUARANTEE

For the purpose of computing the PAT and determining whether the Ecolite Profit Guarantee has been achieved, the PAT shall be based on the audited consolidated financial statements of Ecolite Group for the Guaranteed Period.

The auditors shall provide the audited consolidated financial statements to Sunzen on or before 31 October 2028, and Sunzen shall, within 1 market day from receipt of the audited consolidated financial statements, determine whether the Ecolite Profit Guarantee has been achieved.

Within 1 market day from the Determination Date, Sunzen shall notify the Ecolite Guarantors and the Stakeholder in writing on whether the Ecolite Profit Guarantee has been achieved.

3. WHERE THE ECOLITE PROFIT GUARANTEE IS ACHIEVED

If Ecolite records cumulative consolidated PAT equal to or exceeding the Ecolite Profit Guarantee, the Ecolite Profit Guarantee shall be deemed fully satisfied by the Ecolite Guarantors.

Sunzen shall then, within 1 market day from the Notification Date, authorise the Stakeholder to release all Retention Shares to the Ecolite Guarantors.

4. WHERE THERE IS A SHORTFALL

If the cumulative consolidated PAT is less than the Ecolite Profit Guarantee, the Ecolite Guarantors shall satisfy the shortfall by way of disposal of such number of Retention Shares equivalent to the shortfall amount.

The number of Retention Shares equivalent to the shortfall shall be determined based on the agreed formula set out in the 2nd Supplemental SSA in respect of the Ecolite Acquisition.

5. SALE OF RETENTION SHARES

The Ecolite Guarantors shall instruct the Stakeholder to sell or release for sale the relevant number of Retention Shares in the open market based on the market price instructed by the Ecolite Guarantors, provided that the Stakeholder shall not be responsible for the price determination, save in the case of fraud, wilful misconduct or gross negligence.

The proceeds from the sale of the Retention Shares shall be applied in the following order:

(i) payment of all related costs and expenses arising from the sale of the Retention Shares;

(ii) settlement of the shortfall amount to Sunzen; and

(iii) balance proceeds, if any, to the Ecolite Guarantors.

6. SETTLEMENT PERIOD

The Ecolite Guarantors shall satisfy the shortfall within 1 year from the Notification Date.

If the Ecolite Guarantors fail to give instructions to the Stakeholder upon expiry of the Settlement Period, the Stakeholder shall sell all the remaining Retention Shares then held by it and remit the sale proceeds to Sunzen to satisfy the shortfall, without further reference to the Ecolite Guarantors.

7. CASH SETTLEMENT

If all Retention Shares have been sold before the expiry of the Settlement Period but the shortfall has not been fully satisfied, the Ecolite Guarantors shall pay the remaining balance to Sunzen by way of cash within 3 market days from the date of notification by the Stakeholder.

8. RIGHTS ATTACHED TO THE RETENTION SHARES

The Ecolite Guarantors shall waive their rights to receive dividends, benefits or entitlements, and their voting rights, in respect of the Retention Shares until the Retention Shares are released to them upon fulfilment of the Ecolite Profit Guarantee or settlement of the shortfall.

The Ecolite Guarantors shall only be entitled to dividends, benefits or entitlements on the Retention Shares which are eventually released to them. Any dividends, benefits or entitlements attributable to Retention Shares sold or not released to the Ecolite Guarantors shall be remitted to Sunzen.

9. ROLE OF THE STAKEHOLDER

The Stakeholder shall act strictly in accordance with the 2nd Supplemental SSA in respect of the Ecolite Acquisition and shall be entitled to rely conclusively on the written instructions and notifications provided by Sunzen and/or the Ecolite Guarantors.

The Stakeholder shall not be required to verify or determine the accuracy of any calculation, instruction or notification relating to the Ecolite Profit Guarantee, shortfall or release of the Retention Shares.

10. NO FURTHER DEFERMENT OR VARIATION

The deferment under the 2nd Supplemental SSA in respect of the Ecolite Acquisition is a one-off deferment, and the Guarantors have undertaken that there shall be no further deferment, variation, amendment or modification to the Guaranteed Period, Ecolite Profit Guarantee, shortfall of Ecolite Profit Guarantee or any other related terms, save as expressly provided therein.

11. REMAINING TERMS

Save for the amendments under the 2nd Supplemental SSA in respect of the Ecolite Acquisition, all other terms and conditions of the Original Agreements in respect of the Ecolite Acquisition shall remain unchanged and continue to be in full force and effect. The salient terms of such other terms and conditions of the Original Agreements in respect of the Ecolite Acquisition are as follows:

(i) **PURCHASE CONSIDERATION**

The consideration for the purchase of the Ecolite Sale Shares is RM15,000,000.00 only ("**Ecolite Purchase Consideration**") based on a P/E multiple of 10 times against the average of the Ecolite Profit Guarantee:

Subject to the satisfaction of the Ecolite Profit Guarantee, the Ecolite Purchase Consideration shall be fully satisfied by Sunzen by way of issuance and allotment of 50,847,457 Ecolite Consideration Shares in the following manner:

(a) 5,084,745 Ecolite Consideration Shares, equivalent to approximately RM1,500,000.00, being the Ecolite Completion Shares as set out in column (3) of the table below, to G Five Holdings Ltd, being one of the Ecolite Vendors; and

(b) 45,762,712 Ecolite Consideration Shares, equivalent to approximately RM13,500,000.00, being the Ecolite Retention Shares as set out in column (4) of the table below, to the Stakeholder.

	(1)	**(2)**	**(3)**	**(4)**	**(5)**
			Ecolite Consideration Shares		
Ecolite Vendors	**No. of Ecolite Sale Shares to be acquired**	**Ecolite Purchase Consideration (RM)**	**Ecolite Completion Shares**	**Ecolite Retention Shares**	**Total**
Koh Lee Fong	1,125,000	7,500,000	-	25,423,729	25,423,729
Lim Wee Chun	525,000	3,500,000	-	11,864,407	11,864,407
Fam Jian Yap	375,000	2,500,000	-	8,474,576	8,474,576
G Five Holdings Ltd	225,000	1,500,000	5,084,745	-	5,084,745
Total	**2,250,000**	**15,000,000**	**5,084,745**	**45,762,712**	**50,847,457**

(ii) **ECOLITE PROFIT GUARANTEE**

In consideration of Sunzen acquiring the Sale Shares, the Ecolite Guarantors unconditionally and irrevocably as well as jointly and severally guarantee and covenant with Sunzen that notwithstanding completion of Ecolite Acquisition, Ecolite shall achieve a cumulative consolidated PAT of not less than RM10,000,000.00 for the Guaranteed Period.

(iii) **NON-COMPETITION**

The Ecolite Guarantors irrevocably agree, guarantee and covenant that neither of them shall for a period of 5 years from the completion of Ecolite Acquisition, be engaged or interested, whether directly or indirectly, in any business within Malaysia and in any other country which Ecolite has operations from time to time ("**Ecolite's Territory**") that is in competition with business of Ecolite ("**Ecolite's Restricted Business**"). The Ecolite Guarantors further agree, guarantee and covenant that they shall not without the prior written consent of Sunzen:

(a) carry on for its own account, either alone or in partnership, any such Ecolite's Restricted Business within the Ecolite's Territory;

(b) assist with technical advice in relation to any such Ecolite's Restricted Business within the Ecolite's Territory;

(c) solicit and entice away or attempt to solicit or entice away from Ecolite any person, firm or company who is or who was a customer, client, distributor or agent of Ecolite, or in the habit of dealing with Ecolite;

(d) solicit or entice away or attempt to solicit or entice away from Ecolite any person who is an officer, manager, director or employee of Ecolite to terminate such person's directorship or to leave the employment of Ecolite; and/or

(e) in relation to any trade, business or company, use any name in such a way as to be capable of or likely to be confused with the name of Ecolite and shall use all reasonable endeavours to procure that no such name shall be used by any other person, firm or company.

APPENDIX II – SALIENT TERMS OF THE 2ND SUPPLEMENTAL SSA FOR THE YANMING ACQUISITION

1. DEFERMENT OF GUARANTEED PERIOD

The parties have agreed to defer the Guaranteed Period to FYE 2027 and FYE 2028.

2. DETERMINATION OF YANMING PROFIT GUARANTEE

For the purpose of computing the PAT and determining whether the Yanming Profit Guarantee has been achieved, the PAT shall be based on the audited financial statements of Yanming for the Guaranteed Period.

The auditors shall provide the audited financial statements to Sunzen on or before 31 October 2028, and Sunzen shall, within 1 market day from receipt of the audited financial statements, determine whether the Yanming Profit Guarantee has been achieved.

Within 1 market day from the Determination Date, Sunzen shall notify the Yanming Guarantors and the Stakeholder in writing on whether the Yanming Profit Guarantee has been achieved.

3. WHERE THE YANMING PROFIT GUARANTEE IS ACHIEVED

If Yanming records cumulative PAT equal to or exceeding the Yanming Profit Guarantee, the Yanming Profit Guarantee shall be deemed fully satisfied by the Yanming Guarantors.

Sunzen shall then, within 1 market day from the Notification Date, authorise the Stakeholder to release all Retention Shares to the Yanming Guarantors.

4. WHERE THERE IS A SHORTFALL

If the cumulative PAT is less than the Yanming Profit Guarantee, the Yanming Guarantors shall satisfy the shortfall by way of disposal of such number of Retention Shares equivalent to the shortfall amount.

The number of Retention Shares equivalent to the shortfall shall be determined based on the agreed formula set out in the 2nd Supplemental SSA in respect of the Yanming Acquisition.

5. SALE OF RETENTION SHARES

The Yanming Guarantors shall instruct the Stakeholder to sell or release for sale the relevant number of Retention Shares in the open market based on the market price instructed by the Yanming Guarantors, provided that the Stakeholder shall not be responsible for the price determination, save in the case of fraud, wilful misconduct or gross negligence.

The proceeds from the sale of the Retention Shares shall be applied in the following order:

(i) payment of all related costs and expenses arising from the sale of the Retention Shares;

(ii) settlement of the shortfall amount to Sunzen; and

(iii) balance proceeds, if any, to the Yanming Guarantors.

6. SETTLEMENT PERIOD

The Yanming Guarantors shall satisfy the shortfall within 1 year from the Notification Date.

If the Yanming Guarantors fail to give instructions to the Stakeholder upon expiry of the Settlement Period, the Stakeholder shall sell all the remaining Retention Shares then held by it and remit the sale proceeds to Sunzen to satisfy the shortfall, without further reference to the Yanming Guarantors.

7. CASH SETTLEMENT

If all Retention Shares have been sold before the expiry of the Settlement Period but the shortfall has not been fully satisfied, the Yanming Guarantors shall pay the remaining balance to Sunzen by way of cash within 3 market days from the date of notification by the Stakeholder.

8. RIGHTS ATTACHED TO THE RETENTION SHARES

The Yanming Guarantors shall waive their rights to receive dividends, benefits or entitlements, and their voting rights, in respect of the Retention Shares until the Retention Shares are released to them upon fulfilment of the Yanming Profit Guarantee or settlement of the shortfall.

The Yanming Guarantors shall only be entitled to dividends, benefits or entitlements on the Retention Shares which are eventually released to them. Any dividends, benefits or entitlements attributable to Retention Shares sold or not released to the Yanming Guarantors shall be remitted to Sunzen.

9. ROLE OF THE STAKEHOLDER

The Stakeholder shall act strictly in accordance with the 2nd Supplemental SSA in respect of the Yanming Acquisition and shall be entitled to rely conclusively on the written instructions and notifications provided by Sunzen and/or the Yanming Guarantors.

The Stakeholder shall not be required to verify or determine the accuracy of any calculation, instruction or notification relating to the Yanming Profit Guarantee , shortfall or release of the Retention Shares.

10. NO FURTHER DEFERMENT OR VARIATION

The deferment under the 2nd Supplemental SSA in respect of the Yanming Acquisition is a one-off deferment, and the Guarantors have undertaken that there shall be no further deferment, variation, amendment, or modification to the Guaranteed Period, Yanming Profit Guarantee, shortfall of Yanming Profit Guarantee or any other related terms, save as expressly provided therein.

11. REMAINING TERMS

Save for the amendments under the 2nd Supplemental SSA in respect of the Yanming Acquisition, all other terms and conditions of the Original Agreements in respect of the Yanming Acquisition shall remain unchanged and continue to be in full force and effect. The salient terms of such other terms and conditions of the Original Agreements in respect of the Yanming Acquisition are as follows:

(i) **PURCHASE CONSIDERATION**

The consideration for the purchase of the Yanming Sale Shares is RM4,500,000.00 only ("**Yanming Purchase Consideration**") based on a P/E multiple of 10 times against the average of the Yanming Profit Guarantee:

Subject to the satisfaction of the Yanming Profit Guarantee, the Yanming Purchase Consideration shall be fully satisfied by Sunzen by way of issuance and allotment of 15,254,237 Yanming Consideration Shares in the following manner:

(a) 1,016,949 Yanming Consideration Shares, equivalent to approximately RM300,000.00, being the Yanming Completion Shares as set out in column (3) of the table below, to Chua Huai Gen, being one of the Yanming Vendors; and

(b) 14,237,288 Yanming Consideration Shares, equivalent to approximately RM4,200,000.00, being the Yanming Retention Shares as set out in column (4) of the table below, to the Stakeholder.

	(1)	**(2)**	**(3)**	**(4)**	**(5)**
Yanming Vendors	**No. of Yanming Sale Shares to be acquired**	**Yanming Purchase Consideration (RM)**	**Yanming Consideration Shares**		
			Yanming Completion Shares	**Yanming Retention Shares**	**Total**
Fam Jian Yap	50,000	1,500,000	-	5,084,746	5,084,746
Lim Poh Chuw	50,000	1,500,000	-	5,084,746	5,084,746
Cai He Gui	40,000	1,200,000	-	4,067,796	4,067,796
Chua Huai Gen	10,000	300,000	1,016,949	-	1,016,949
Total	**150,000**	**4,500,000**	**1,016,949**	**14,237,288**	**15,254,237**

(ii) **YANMING PROFIT GUARANTEE**

In consideration of Sunzen acquiring the Sale Shares, Yanming Guarantors unconditionally and irrevocably as well as jointly and severally guarantee and covenant with Sunzen that notwithstanding completion of Yanming Acquisition, Yanming shall achieve a cumulative PAT of not less than RM3,000,000.00 for the Guaranteed Period.

(iii) **NON-COMPETITION**

The Yanming Guarantors irrevocably agree, guarantee and covenant that neither of them shall for a period of 5 years from the completion of Yanming Acquisition, be engaged or interested, whether directly or indirectly, in any business within Malaysia and in any other country which Yanming has operations from time to time ("**Yanming's Territory**") that is in competition with business of Yanming ("**Yanming's Restricted Business**"). The Yanming Guarantors further agree, guarantee and covenant that they shall not without the prior written consent of Sunzen:

(a) carry on for its own account, either alone or in partnership, any such Yanming's Restricted Business within the Yanming's Territory;

(b) assist with technical advice in relation to any such Yanming's Restricted Business within the Yanming's Territory;

(c) solicit and entice away or attempt to solicit or entice away from Yanming any person, firm or company who is or who was a customer, client, distributor or agent of Yanming, or in the habit of dealing with Yanming;

(d) solicit or entice away or attempt to solicit or entice away from Yanming any person who is an officer, manager, director or employee of Yanming to terminate such person's directorship or to leave the employment of Yanming; and/or

(e) in relation to any trade, business or company, use any name in such a way as to be capable of or likely to be confused with the name of Yanming and shall use all reasonable endeavours to procure that no such name shall be used by any other person, firm or company.

1. DIRECTORS' RESPONSIBILITY STATEMENT

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

2. CONSENT AND CONFLICT OF INTEREST

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

Thinkat has given its written confirmation that there is no situation of conflict of interest that exists nor is likely to exist in relation to its role as the adviser to Sunzen for the Proposed Variation.

3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

Save as disclosed below, the Group is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, which may materially and adversely affect the financial position or business of Sunzen Group and the Board is not aware of any proceedings pending, or of any facts likely to give rise to any proceedings, which might materially and adversely affect the business or financial position of Sunzen Group:

(i) Letter of demand issued by Finsource Credit (M) Sdn Bhd, a wholly owned subsidiary of Sunzen (**"Lender"**), to Orient Arotek Engineering & Trading Sdn Bhd ("**Borrower A**")

On 29 February 2024, the Lender, vide its solicitors, issued a letter of demand to the Borrower to demand an outstanding sum of RM3,452,326.22 ("**Outstanding Sum A**") pursuant to a moneylending agreement (secured loan) dated 10 September 2021 ("**Moneylending Agreement A**"). However, Borrower A failed to make payment following the aforesaid letter of demand. On 18 March 2024, the Lender had vide its solicitors, issued a notice of termination of Moneylending Agreement A to Borrower A.

On 19 April 2024, the Lender had vide its solicitors, further issued a letter of demand to the guarantors of Borrower A being OAE Builder Sdn Bhd, Lee Chia Sze and Philip Wong Yiik Siong, demanding the Outstanding Sum A. Among three of the guarantors of Borrower A, two of the guarantors namely Lee Chia Sze and Philip Wong Yiik Siong were adjudged bankrupt in December 2023 under the case number WA-29NCC-535-06/2023.

The Lender has filed proof of debt against Borrower A and its guarantors and intends to proceed with the foreclosure proceeding against Borrower A's property.

(ii) Issuance of Letter of Demand by the Lender to Tan Ching Sin ("**Borrower B**")

On 27 February 2026, the Lender had, vide its solicitors, issued a letter of demand to Borrower B to demand an outstanding sum of RM2,618,777.45 (**"Outstanding Sum B"**) pursuant to a moneylending agreement dated 17 January 2022 (**"Moneylending Agreement B"**) and had, via the same letter issued a notice of termination of Moneylending Agreement B to Borrower B.

On 11 March 2026, the Lender had also issued letters of demand to the guarantors, T.C.S Petroleum Trading Sdn Bhd and Batu Belah Development Sdn Bhd, to demand the Outstanding Sum B.

The Lender intends to proceed with the foreclosure proceeding against Borrower B's property.

(iii) Issuance of Letter of Demand by the Lender to Samirah Binti Sham Narayanasamy ("**Borrower C**")

On 11 March 2026, the Lender had, vide its solicitors, issued a letter of demand to Borrower C to demand an outstanding sum of RM455,227.25 ("**Outstanding Sum C**") pursuant to a moneylending agreement dated 23 July 2024 ("**Moneylending Agreement C**") and had, via the same letter issued a notice of termination of Moneylending Agreement C to Borrower C.

On 24 March 2026, the Lender had also issued letters of demand to the guarantor, Mohammed Azman Bin Abd Kadhar, to demand the Outstanding Sum C.

The Lender intends to proceed with the foreclosure proceeding against Borrower C's property.

4. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES

There are no material commitments and contingent liabilities incurred or known to be incurred by Sunzen Group which, upon becoming enforceable, may have a material impact on the financial results or position of Sunzen Group.

5. MATERIAL CONTRACTS

Save for the Original Agreements, 2nd Supplemental SSAs, and as disclosed below, the Group has not entered into any other material contracts (not being contracts entered into in the ordinary course of business of the Group) within 2 years immediately preceding the date of this Circular:

(i) Share Sale Agreement dated 1 October 2024 entered into between Sunzen, Lee Peng Hwa and Lay Lee Chin in relation to the acquisition by Sunzen of 70,000 ordinary shares in Eye Nation Medical Sdn Bhd, representing 70.00% of the issued and paid-up share capital of Eye Nation Medical Sdn Bhd, for a purchase consideration of RM6,370,000.00. The purchase consideration was arrived at on a willing buyer-willing seller basis. The Share Sale Agreement has been completed on 1 October 2024.

In connection with the Share Sale Agreement, Sunzen, Lee Peng Hwa and Lay Lee Chin had entered into a Profit Guarantee Agreement dated 1 October 2024, pursuant to which Lee Peng Hwa and Lay Lee Chin, as guarantors, guaranteed that Eye Nation Medical Sdn Bhd shall achieve an aggregate audited profit after tax of not less than RM2,600,000.00 for the period from 1 July 2024 to 30 June 2026.

Sunzen, Lee Peng Hwa and Eye Nation Medical Sdn Bhd had also entered into a Shareholders Agreement dated 1 October 2024 to regulate the rights and obligations of Sunzen and Lee Peng Hwa as shareholders of Eye Nation Medical Sdn Bhd.

(ii) Sale and Purchase of Shares Agreement dated 18 February 2025 entered into between Sunzen and Pure Nutritional Products Sdn Bhd in relation to the disposal by Sunzen of the entire issued share capital of Sunzen Corporation Sdn Bhd and Sunzen Lifesciences Sdn Bhd to Pure Nutritional Products Sdn Bhd for a total consideration of RM17,300,000.00, comprising RM15,000,000.00 for Sunzen Corporation Sdn Bhd and RM2,300,000.00 for Sunzen Lifesciences Sdn Bhd. The disposal was completed on 31 July 2025, following the completion of the transfer of shares and receipt of the balance consideration from Pure Nutritional Products Sdn Bhd.

(iii) Project Award Agreement dated 18 June 2024 entered into between Ecolite and Fabulous Sunview Sdn Bhd in relation to the purchase, supply, installation, testing and commissioning of a 392.49 kWdc solar photovoltaic module system by Fabulous Sunview Sdn Bhd for Ecolite. Pursuant to the agreement, Fabulous Sunview Sdn Bhd was also appointed to design and apply for the relevant Net Energy Metering quota and / or Self Consumption arrangement, and to provide operation and maintenance services. The purchase price of the solar photovoltaic module system was RM902,727.00, while the annual maintenance fee for the operation and maintenance services is RM15,000.00, commencing from the fifth year onwards. The agreement has been completed.

6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the Registered Office of the Company at Level 13, Menara 1 Sentrum, 201, Jalan Tun Sambanthan, Brickfields, 50470 Kuala Lumpur, during the normal business hours from Monday to Friday (except public holidays) from the date hereof up to the time of the EGM:-

(i) the Consitution;

(ii) the audited consolidated financial statements of Sunzen, audited financial statements of Ecolite and Yanming for the past 2 financial years/periods up to 30 June 2024 and 30 June 2025;

(iii) the announcement dated 25 May 2026 being the announcement of the Sunzen Group's latest available quarterly results for the 9-months financial period ended 31 March 2026;

(iv) the letter of consent and declaration of conflict of interest referred to in Section 2 above;

(v) the material contracts as mentioned in Section 5 above; and

(vi) the cause papers in relation to the material litigation as mentioned in Section 3 above.

宏誠集團
Sunzen GROUP

SUNZEN GROUP BERHAD
Registration No. 200501003843 (680889-W)
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting **("EGM")** of Sunzen Group Berhad (**"Sunzen"** or the **"Company"**) will be held at Kota Permai Golf & Country Club, Permai 2, No. 1 Jalan 31/100A, Kota Kemuning, Section 31, 40460 Shah Alam, Selangor Darul Ehsan on Monday, 24 August 2026 at 10.00 a.m., for the purpose of considering and if thought fit to pass the following Ordinary Resolution, with or without any amendments:

ORDINARY RESOLUTION

PROPOSED VARIATION TO TERMS FOR THE ACQUISITIONS OF THE REMAINING 30% EQUITY INTERESTS IN ECOLITE BIOTECH MANUFACTURING SDN BHD AND YANMING RESOURCES SDN BHD ("PROPOSED VARIATION")

"**THAT** approval be and is hereby given to Sunzen to give effect to the following second supplemental share sale agreements dated 26 May 2026, for the variation on the terms of the share sale agreements dated 20 December 2023 and the first supplemental share share agreements dated 14 June 2024 ("**Original Agreements**"), subject to the terms and conditions as stipulated in the respective second supplemental agreements:

(i) Second Supplemental Share Sale Agreement to the Original Agreements in respect of the sale and purchase of 30% equity interest in Ecolite Biotech Manufacturing Sdn. Bhd. with Koh Lee Fong, Lim Wee Chun, Fam Jian Yap and G Five Holdings Ltd; and

(ii) Second Supplemental Share Sale Agreement to the Original Agreements in respect of the sale and purchase of 30% equity interest in Yanming Resources Sdn. Bhd. with Lim Poh Chuw, Fam Jian Yap, Cai HeGui and Chua Huai Gen,

(collectively referred to as the "**2nd Supplemental SSAs**");

AND THAT the Board be and is hereby authorised to approve, sign and execute the 2nd Supplemental SSAs and all documents and instruments in relation thereto, and to do all things and acts as the Board may consider necessary or expedient to implement, finalise and give full effect to the Proposed Variation in the best interest of the Company with full power to assent to any conditions, variation, modifications, and/or amendments in any manner as may be required by any relevant authorities, the relevant and applicable laws or deemed necessary or desirable by the Board"

BY ORDER OF THE BOARD OF
SUNZEN GROUP BERHAD

GOH XIN YEE (MAICSA 7077870) (SSM PRACTISING CERTIFICATE NO. 202008000375)
QWIK TSAE YNG (MAICSA 7053568) (SSM PRACTISING CERTIFICATE NO. 202308000539)
Company Secretaries

Kuala Lumpur, Malaysia
6 August 2026

Notes:

1. *A member is entitled to appoint not more than two (2) proxies to attend, participate, speak, and vote in his/her stead at the meeting. A proxy may, but need not, be a member of the Company and there shall be no restriction as to the qualification of the proxy. Where a member appoints more than one (1) proxy, he shall specify the proportions of his/her holdings to be represented by each proxy, failing which the appointment shall be invalid.*

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

3. *Where a member of the Company is an authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991 ("SICDA"), it may appoint not more than two (2) proxies in respect of each securities account it holds in ordinary shares of the Company standing to the credit of the said securities account.*

4. *Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("Omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds. An exempt authorised nominee refers to an authorised nominee defined under the SICDA which is exempted from compliance with the provisions of subsection 25A(1) of the SICDA.*

5. *The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority shall be deposited at the Registered Office of the Company at Level 13, Menara 1 Sentrum, 201, Jalan Tun Sambanthan, Brickfields, 50470 Kuala Lumpur, Malaysia or via electronic means at info@sunzengroup.com not less than forty-eight (48) hours before the time appointed for holding the meeting or any adjournment thereof.*

6. *For the purpose of determining who shall be entitled to attend the EGM, the Company shall be requesting the Bursa Malaysia Depository Sdn. Bhd. to make available to the Company pursuant to Clause 62 of the Constitution of the Company, a Record of Depositors as at 17 August 2026 and only a Depositor whose name appears on such Record of Depositors shall be entitled to attend the EGM.*

宏誠集團 SunZen GROUP

SUNZEN GROUP BERHAD
Registration No. 200501003843 (680889-W)
(Incorporated in Malaysia)

FORM OF PROXY

Number of Shares Held	
CDS Account No.	

*I/We .... *NRIC/ Passport/ Company No ....

of ....

....

Tel No. .... Email Address: ....

being a member(s) of **SUNZEN GROUP BERHAD [Registration No. 200501003843 (680889-W)]** hereby appoints

Name	Address	NRIC/ Passport No.	Proportion of Shareholdings (%)
***and/or (delete as appropriate)**			

or failing *him/her, THE CHAIRMAN OF THE MEETING, as *my/our *proxy/proxies, to vote for *me/us on *my/our behalf at the Extraordinary General Meeting of the Company to be held at Kota Permai Golf & Country Club, Permai 2, No. 1, Jalan 31/100A, Kota Kemuning, Section 31, 40460 Shah Alam, Selangor Darul Ehsan, Malaysia on Monday, 24 August 2026 at 10.00 a.m. and at any adjournment thereof.

 # If you wish to appoint other person/persons to be your proxy/ proxies, kindly delete the words "or failing him/ her, #THE CHAIRMAN OF THE MEETING" and insert the name/ names of the person/ persons desired.

Mark either box if you wish to direct the proxy how to vote. If no mark is made, the proxy may vote on the resolution or abstain from voting as the proxy thinks fit. If you appoint two (2) proxies and wish them to vote differently this should be specified.

*My/our *proxy/proxies *is/are to vote as indicated below:

No.	Resolution		For	Against
1.	Proposed variation to terms for the acquisitions of the remaining 30% equity interests in Ecolite Biotech Manufacturing Sdn Bhd and Yanming Resources Sdn Bhd	Ordinary Resolution		

* *Delete if not applicable.*

....
Signature/Common Seal of Shareholder

Signed this .... day of 2026

Notes:

1. *A member is entitled to appoint not more than two (2) proxies to attend, participate, speak, and vote in his/her stead at the meeting. A proxy may, but need not, be a member of the Company and there shall be no restriction as to the qualification of the proxy. Where a member appoints more than one (1) proxy, he shall specify the proportions of his/her holdings to be represented by each proxy, failing which the appointment shall be invalid.*

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Fold this flap for sealing

Then fold here

AFFIX
STAMP

THE REGISTERED OFFICE OF
SUNZEN GROUP BERHAD
REGISTRATION NO. 200501003843 (680889-W)
LEVEL 13, MENARA 1 SENTRUM
201, JALAN TUN SAMBANTHAN
BRICKFIELDS
50470 KUALA LUMPUR

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