

**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, bank manager, solicitor, accountant or other professional advisers immediately.**

Bursa Malaysia Securities Berhad takes no responsibility for the contents of this Circular (as defined herein), 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 M & A Securities Sdn Bhd, being the Adviser for the Proposed ESS (as defined herein) and Sponsor to Unitrade Industries Berhad ("**UIB**" or the "**Company**"). The admission of UIB to the ACE Market of Bursa Securities was advised and sponsored by M & A Securities Sdn Bhd.



**UNITRADE INDUSTRIES BERHAD**  
(202101013724 (1414023-X))  
(Incorporated in Malaysia)

**CIRCULAR TO SHAREHOLDERS IN RELATION TO THE**

**PROPOSED EMPLOYEE SHARE SCHEME ("ESS") OF UP TO 15.0% OF THE TOTAL ISSUED  
SHARE CAPITAL OF UIB (EXCLUDING TREASURY SHARES, IF ANY) ("ESS SHARES")  
("PROPOSED ESS")**

**AND**

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

*Adviser*



**M & A SECURITIES SDN BHD**  
(197301001503 (15017-H))  
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Extraordinary General Meeting ("**EGM**") of the Company will be held at **Ballroom, Fox Hotel Glenmarie, Level 8, Pusat Komersil Vestland (The GLENZ) East, 6, Jalan Juruanalisis U1/35, Seksyen U1, 40150 Shah Alam, Selangor Darul Ehsan ("Venue")**, on **Thursday, 4 December 2025 at 10.00 a.m.** or at adjournment thereof. The Notice of EGM and Form of Proxy are enclosed together with this Circular.

A member entitled to attend and vote at the EGM is entitled to appoint more than one (1) proxy to attend, participate, speak and vote on his/her behalf. In such event, the completed and signed Form of Proxy must be deposited at the Company's share registrar, Boardroom Share Registrars Sdn Bhd's office at 11<sup>th</sup> Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor not less than forty-eight (48) hours before the time appointed for holding the EGM or any adjournment thereof as Rule 8.31A(1) of the ACE Market Listing Requirements of Bursa Securities requires all resolutions set out in the Notice of EGM to vote by way of poll. The lodging of the Form of Proxy shall not preclude you from attending, participating and voting in person at the EGM, should you subsequently wish to do so.

Last date and time for lodging the Form of Proxy : Tuesday, 2 December 2025 at 10.00 a.m.

Date and time of EGM : Thursday, 4 December 2025 at 10.00 a.m.

**This Circular is dated 10 September 2025**

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## DEFINITIONS

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

"Act"	: The Companies Act 2016
"Announcement"	: Announcement dated 18 July 2025 pursuant to the Proposed ESS
"ACE Market"	: ACE Market of Bursa Securities
"Board"	: Board of Directors of UIB
"By-Laws"	: The by-laws governing the Proposed ESS
"Bursa Depository"	: Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W))
"Bursa Securities"	: Bursa Malaysia Securities Berhad (200301033577 (635998-W))
"Circular"	: This circular to our shareholders dated 10 September 2025 in relation to the Proposed ESS
"Constitution"	: Constitution of UIB
"Director(s)"	: The director(s) of UIB and shall have the meaning given in Section 2(1) of the Act and Capital Markets and Services Act 2007
"EGM"	: Extraordinary General Meeting
"Eligible Person(s)"	: Eligible Director(s) (both Executive and Non-Executive Directors) and employees of our Company and subsidiary companies (excluding dormant subsidiaries, if any) who fulfil the eligibility criteria to participate in the Proposed ESS
"EPS"	: Earnings per Share
"ESS"	: Employee share scheme
"ESS Award(s)"	: New UIB Shares to be awarded to the Eligible Persons pursuant to the Proposed ESS
"ESS Committee"	: A committee to be established or appointed by our Board, comprising representatives from our Board and/or other officers or executives of our Company as may be appointed from time to time by our Board
"ESS Participants"	: Acceptance of the ESS Awards by the Eligible Persons
"ESS Share(s)"	: ESS of up to 15.0% of the total issued share capital of our Company (excluding treasury shares, if any)
"FYE"	: Financial year ended/ ending 31 March, as the case may be
"GDP"	: Gross Domestic Product
"Listing Requirements"	: ACE Market Listing Requirements of Bursa Securities
"LPD"	: 22 August 2025, being the latest practicable date prior to the date of printing of this Circular

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**DEFINITIONS (*Cont'd*)**

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"Market Day"	: A day on which Bursa Securities is open for trading in securities, which may include a surprise holiday (being a day that is declared as a public holiday in the Federal Territory of Kuala Lumpur that has not been gazetted as a public holiday at the beginning of the calendar year)
"M&A Securities"	: M & A Securities Sdn Bhd (197301001503 (15017-H))
"NA"	: Net assets
"Proposed ESS"	: Proposed establishment and implementation of an ESS of ESS Shares at any point of time during the duration of the ESS for the Eligible Persons
"Record of Depositors"	: A record of securities holders established and maintained by Bursa Depository
"RM" and "sen"	: Ringgit Malaysia and sen, respectively
"UIB" or "Company"	: Unitrade Industries Berhad (202101013724 (1414023-X))
"UIB Group" or "Group"	: UIB and its subsidiaries, collectively
"UIB Share(s)" or "Share(s)"	: Ordinary share(s) in UIB
"USA"	: United States of America

All references to "Company", "UIB", "we", "us" and "our" in this Circular are to UIB, references to "Group" or "UIB Group" are to our Company and our subsidiaries. All references to "you" in this Circular are made to the shareholders of our Company.

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

Any reference in this Circular to any statutes, rules, regulations or rules of the stock exchange is a reference to such statutes, rules, regulations or rules of the stock exchange currently in force and as may be amended from time to time and any re-enactment thereof.

Words incorporating the singular shall, where applicable, include the plural and vice versa and words incorporating the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Reference to persons shall include a corporation, unless otherwise specified. Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise specified.

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## EXECUTIVE SUMMARY

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**THIS EXECUTIVE SUMMARY HIGHLIGHTS THE SALIENT INFORMATION OF THE PROPOSED ESS. SHAREHOLDERS OF UIB ARE ADVISED TO READ THE CIRCULAR AND ITS APPENDIX FOR FURTHER DETAILS AND NOT TO SOLELY RELY ON THIS EXECUTIVE SUMMARY IN FORMING A DECISION ON THE PROPOSED ESS BEFORE VOTING AT THE FORTHCOMING EGM.**

The Board is recommending shareholders of UIB to vote **IN FAVOUR** of the resolutions in relation to the Proposed ESS to be tabled at the forthcoming EGM.

<b>Key information</b>	<b>Description</b>	<b>Reference to Circular</b>
<b>Summary of the Proposed ESS</b>	<p>: The Proposed ESS is intended to allow our Company to award ESS Awards to the Eligible Persons. The Proposed ESS will be administered by our ESS Committee and governed by the By-Laws. Our ESS Committee will have sole discretion in administering the Proposed ESS.</p> <p>Under the Proposed ESS, our ESS Committee may, at its sole and absolute discretion, during the duration of the Proposed ESS, award such number of ESS Shares to the Eligible Persons. Upon acceptance of the ESS Awards by the ESS Participants, the ESS Awards will be vested to the ESS Participants over the duration of the Proposed ESS at nil cost. Vesting conditions, if any, shall be determined by our ESS Committee at a later date after the establishment of the Proposed ESS.</p>	<b>Section 2</b>
<b>Rationale for the Proposed ESS</b>	<p>: The implementation of the Proposed ESS primarily serves to align the interests of Eligible Persons to the corporate goals of our Group. The Proposed ESS will provide Eligible Persons with an opportunity to have equity participation in our Company and help achieve the positive objectives as set out below:</p> <ul style="list-style-type: none"><li>(i) to recognise the contribution of the Eligible Persons whose services are valued and considered vital to the operations and continued growth of our Group;</li><li>(ii) to retain, motivate and reward the Eligible Persons by allowing them to participate in our Group's profitability and eventually realise any capital gains arising from appreciation in the value of our Company's Shares;</li><li>(iii) to align the interests of Eligible Persons with that of the shareholders through the achievement of our Group's objectives and plans;</li><li>(iv) to retain and attract qualified and experienced personnel by making compensation packages offered more competitive; and</li><li>(v) to foster and reinforce the Eligible Persons' loyalty and sense of belonging by enabling them to participate directly in the long-term development and growth of our Group.</li></ul>	<b>Section 3</b>

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**EXECUTIVE SUMMARY (Cont'd)**

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<b>Key information</b>	<b>Description</b>	<b>Reference to Circular</b>
	<p>The Proposed ESS is also extended to our Non-Executive Directors to recognise their past contribution to our Group and enable them to participate in our Group's future growth.</p>	
<b>Approvals required</b>	<p>: The Proposed ESS is subject to the following approvals being obtained:</p> <ul style="list-style-type: none"><li>(a) approval-in-principle from Bursa Securities which was obtained on 20 August 2025 for the listing of and quotation for the new UIB Shares to be issued under the Proposed ESS on the ACE Market;</li><li>(b) approval of our shareholders at the forthcoming EGM; and</li><li>(c) approval of any other relevant authorities, if required.</li></ul> <p>The Proposed ESS is not conditional on any other proposals undertaken or to be undertaken by our Company.</p>	<b>Section 6</b>
<b>Interests of Directors, major shareholders, chief executive and/or persons connected with them</b>	<p>: All of our Directors are eligible to participate in the Proposed ESS and are therefore deemed interested in the Proposed ESS to the extent of their respective allocations and the allocations to person connected with them, if any. Save as disclosed in the foregoing, none of our Directors, major shareholders, chief executives of our Company and/or persons connected with them have any interest, direct or indirect, in relation to the Proposed ESS.</p> <p>As the ESS Awards are allocated to the Directors, major shareholders, chief executives of our Company ("<b>Interested Person(s)</b>") and/or persons connected with them, the Interested Persons will be deemed interested in their respective proposed allocation and the proposed allocation to persons connected with them. Therefore, the Interested Persons have abstained and will continue abstain from all deliberations and voting at the relevant Board meetings of our Company in relation to their respective proposed allocation and the proposed allocation to persons connected with them, under the Proposed ESS.</p> <p>Accordingly, the Interested Persons and/or persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings on the resolution in relation to the Proposed ESS and their respective allocations as well as the allocations to the persons connected with them, if any, under the Proposed ESS. The Interested Persons have also undertaken to ensure that persons connected with them will also abstain from voting in respect of their direct and/or indirect shareholdings in our Company, if any, on the ordinary resolution pertaining to the Proposed ESS, their respective proposed allocation and the proposed allocation to persons connected with them, at the forthcoming EGM.</p>	<b>Section 9</b>

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**EXECUTIVE SUMMARY (Cont'd)**

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<b>Key information</b>	<b>Description</b>	<b>Reference to Circular</b>
<b>Directors' statement and recommendation</b>	<p>: Our Board, having considered all aspects of the Proposed ESS, including but not limited to the rationale as well as the effects of the Proposed ESS, is of the opinion that the Proposed ESS is in the best interest of our Company and our shareholders.</p> <p>In view that our Directors are deemed interested in the Proposed ESS to the extent of their respective allocations and any allocations to the persons connected with them, they will abstain from giving an opinion and making any recommendations on the resolutions pertaining to their respective allocations and the allocations to persons connected with them, if any, under the Proposed ESS.</p> <p>Accordingly, our Board recommends that you <b>VOTE IN FAVOUR</b> of the resolution pertaining to the Proposed ESS to be tabled at the forthcoming EGM.</p>	<b>Section 10</b>

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**UNITRADE INDUSTRIES BERHAD**

(202101013724 (1414023-X))  
(Incorporated in Malaysia)

**Registered Office:**

12th Floor, Menara Symphony  
No. 5, Jalan Prof. Khoo Kay Kim  
Seksyen 13, 46200 Petaling Jaya  
Selangor

10 September 2025

**Directors:**

Dato' Abdul Majit Bin Ahmad Khan (*Independent Non-Executive Chairman*)  
Sim Keng Chor (*Executive Vice Chairman*)  
Nomis Sim Siang Leng (*Group Managing Director*)  
Simson Sim Xian Zhi (*Executive Director*)  
Dato' Lok Bah Bah @ Loh Yeow Boo (*Senior Independent Non-Executive Director*)  
Cynthia Toh Mei Lee (*Independent Non-Executive Director*)  
Ong Soo Chan (*Independent Non-Executive Director*)  
Datin Shivajini Sathya Seelan (*Independent Non-Executive Director*)

**To: Shareholders of UIB**

Dear Sir/ Madam,

**PROPOSED EMPLOYEE SHARE SCHEME**

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**1. INTRODUCTION**

On 18 July 2025, M&A Securities, on behalf of our Board, announced that our Company proposes to undertake the Proposed Share Grant Plan. Subsequently, on 28 July 2025, M&A Securities, on behalf of our Board, announced that the defined term "Proposed Share Grant Plan" is redefined as "Proposed ESS" for better clarity. Further details on the Proposed ESS are set out in Section 2.

On 20 August 2025, M&A Securities, on behalf of our Board, announced that Bursa Securities had, vide its letter dated 20 August 2025, resolved to approve the listing of and quotation for the new UIB Shares to be issued pursuant to the Proposed ESS on the ACE Market, subject to the conditions as set out in Section 6. The new UIB Shares shall be listed and quoted on the ACE Market on the next Market Day following the vesting of new UIB Shares pursuant to the Proposed ESS.

**THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE DETAILS OF THE PROPOSED ESS, TO SET OUT OUR BOARD'S OPINION AND RECOMMENDATION IN RELATION TO THE PROPOSED ESS AND TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS PERTAINING TO THE PROPOSED ESS TO BE TABLED AT OUR FORTHCOMING EGM. THE NOTICE OF EGM TOGETHER WITH THE FORM OF PROXY ARE ENCLOSED WITH THIS CIRCULAR.**

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



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

The Proposed ESS is intended to allow our Company to award ESS Awards to the Eligible Persons. The Proposed ESS will be administered by our ESS Committee and governed by the By-Laws. Our ESS Committee will have sole discretion in administering the Proposed ESS.

Under the Proposed ESS, our ESS Committee may, at its sole and absolute discretion, during the duration of the Proposed ESS, award such number of ESS Shares to the Eligible Persons. Upon acceptance of the ESS Awards by the ESS Participants, the ESS Awards will be vested to the ESS Participants over the duration of the Proposed ESS at nil cost. Vesting conditions, if any, shall be determined by our ESS Committee at a later date after the establishment of the Proposed ESS.

In implementing the Proposed ESS and subject to prevailing legislation and the Listing Requirements, our ESS Committee may at its sole discretion decide that the ESS Awards be satisfied through the following methods:

- (i) issuance and allotment of new UIB Shares;
- (ii) transfer of the UIB Shares held in treasury (if any);
- (iii) transfer of existing UIB Shares acquired from the market (if any);
- (iv) payment of the equivalent cash value of such ESS Shares awarded;
- (v) any other methods as may be permitted by any other relevant law, regulations or authorities, as amended from time to time and any re-enactment thereof; or
- (vi) a combination of any of the above.

In deciding the method of satisfaction as set out above, our ESS Committee will take into consideration, among others, factors such as the issue price of the new UIB Shares, funding requirements of our Group, dilutive effects on our Company's share capital base and cost arising from the grant and/or vesting of the ESS Awards.

### **2.1 Size of the Proposed ESS**

The maximum number of UIB Shares, which may be made available pursuant to the Proposed ESS shall not in aggregate be more than 15.0% of the total number of issued UIB Shares (excluding treasury shares, if any) at any point in time during the duration of the Proposed ESS ("**Maximum ESS Shares**").

### **2.2 Basis of allotment and maximum allowable allocation**

Subject to Section 2.1 and any adjustment which may be made under the By-Laws, the basis for determining the aggregate number of UIB Shares that may be awarded to an Eligible Person under the Proposed ESS shall be at the sole and absolute discretion of our ESS Committee after taking into consideration, among others, the position, ranking, performance, length of service and seniority of the Eligible Person as well as other factors as our ESS Committee deem fit, and subject to the following conditions:

- (i) the total number of UIB Shares made available under the Proposed ESS shall not exceed the amount in Section 2.1 above;

- (ii) the number of UIB Shares allocated to any Eligible Person who, either singly or collectively through persons connected with that Eligible Person, holds 20.0% or more of our total issued share capital (excluding treasury shares, if any), shall not exceed 10.0% of the Maximum ESS Shares;
- (iii) the eligible Directors and senior management of our Group (excluding dormant subsidiaries, if any) who are eligible shall not participate in the deliberation or discussion of their own allocations and/or allocations to persons connected with them;
- (iv) the maximum number of ESS Shares allocated, in aggregate, to the Directors and key senior management of our Group pursuant to the Proposed ESS shall not exceed 75.0% of the Maximum ESS Shares available under the Proposed ESS; and
- (v) any performance target (which may be determined by our ESS Committee) to be achieved prior to the ESS Awards being awarded to the Eligible Person.

Our ESS Committee also has the discretion in determining, amongst others, the following:

- (i) whether the offer and allocation of the ESS Awards will be staggered over the duration of the Proposed ESS, which determination will be carried out by our ESS Committee at a later date;
- (ii) whether the ESS Awards are subject to any vesting period and if so, the vesting conditions and whether such vesting is subject to any performance target; and
- (iii) such other terms and conditions as it shall deem fit and appropriate to be imposed for the participation in the Proposed ESS.

Our ESS Committee may also make more than 1 ESS Awards to an Eligible Person provided that the aggregate number of ESS Awards offered to such Eligible Person throughout the entire duration of the Proposed ESS does not exceed his/her maximum entitlement.

## **2.3 Eligibility**

Subject to the discretion of our ESS Committee, only such persons who fulfil the following criteria as of the date of the ESS Awards shall be eligible to participate in the Proposed ESS:

- (i) in respect of an employee of our Group (excluding dormant subsidiaries, if any and including an employee of a company which is acquired by our Group during the duration of the Proposed ESS and becomes a subsidiary whether directly or indirectly held by our Company upon such acquisition):
  - (a) he/she is at least 18 years of age and is not an undischarged bankrupt or subject to any bankruptcy proceedings;
  - (b) he/she is employed on a full time basis for at least 1 year (or such other period as may be determined by our ESS Committee), is on the payroll of our company and whose employment has been confirmed;
  - (c) he/she has not served a notice of resignation or receive a notice of termination; and
  - (d) he/she fulfils any other criteria and/or falls within such category as may be determined by our ESS Committee from time to time;

- (ii) in respect of a Director of our Group (excluding dormant subsidiaries, if any and including a director of a company which is acquired by our Group during the duration of the Proposed ESS and becomes a subsidiary whether directly or indirectly held by our Company upon such acquisition);
  - (a) he/she is at least 18 years of age and is not an undischarged bankrupt or subject to any bankruptcy proceedings;
  - (b) he/she has been appointed to our Board or the board of directors of any of our Company's subsidiaries (excluding dormant subsidiaries, if any and including a director of a company which is acquired by our Group during the duration of the Proposed ESS and becomes a subsidiary whether directly or indirectly held by our Company upon such acquisition);
  - (c) he/she has not served a notice of resignation or receive a notice of termination; and
  - (d) he/she fulfils any other criteria and/or falls within such category as may be determined by our ESS Committee from time to time.

The selection of any of the abovementioned persons for participation in the Proposed ESS shall be at the sole discretion of our ESS Committee and its decision shall be final and binding. Notwithstanding the above, our ESS Committee may, at its absolute discretion, waive any of the conditions of the eligibility criteria set out above.

In the event the Eligible Person is a director, major shareholder, chief executive of our Company or a holding company of our Company, or a person connected with such director, major shareholder, chief executive of our Company, the specific ESS Awards made by our Company to such Eligible Person must first be approved by the shareholders of our Company at a general meeting in accordance with Rule 6.07(1) of the Listing Requirements, unless such approval is no longer required under the Listing Requirements. In addition, such Eligible Person shall not participate in the deliberation or discussion of his/her own allocation.

## 2.4 Duration of the Proposed ESS

Unless otherwise terminated in accordance with the By-Laws and subject to the compliance of the By-Laws, the Proposed ESS shall be in force for a period of 5 years, commencing from the effective date for the implementation of the Proposed ESS, being the date of full compliance with all relevant requirements pursuant to the Listing Requirements in relation to the Proposed ESS ("**Effective Date**"). The Proposed ESS may be extended for a period of up to 5 years ("**Extended ESS Period**") at the discretion of our Board upon the recommendation of our ESS Committee, subject to an aggregate of 10 years from the Effective Date or such longer period as may be permitted by Bursa Securities and/or any other relevant authorities.

For avoidance of doubt, no further approvals from the shareholders of our Company shall be required for the Extended ESS Period and our Company shall serve appropriate notices to all Eligible Persons and/or make any necessary announcements to Bursa Securities within 30 days prior to the expiry of the first 5 years.

Notwithstanding the foregoing, all unvested ESS Awards shall be deemed terminated and be null and void on the date of expiry or the date of termination of the Proposed ESS.

## **2.5 Basis of determining the reference price of the ESS Awards**

The reference price for the UIB Shares to be awarded pursuant to a ESS Awards will be determined by our ESS Committee based on the 5-day volume weighted average market price of UIB Shares immediately prior to the date which the award is made to the Eligible Person, or any other basis which our ESS Committee may deem appropriate in compliance with any applicable laws and regulations.

## **2.6 Alteration of share capital and adjustment**

Subject to the adjustment provisions of the By-Laws and any applicable laws and the Listing Requirements, in the event of any alteration in the capital structure of our Company during the duration of the Proposed ESS, whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of our Shares or reduction in share capital or any other variation of capital being effected, our ESS Committee, in accordance with the By-Laws, will have the sole discretion to make adjustment to the number and reference price of unvested UIB Shares comprised in the Proposed ESS and method and/or manner in the vesting of the UIB Shares comprised in the Proposed ESS.

Any adjustment will be made in accordance with the provisions of the By-Laws.

Any adjustments must be confirmed in writing by our Company's auditors or adviser appointed by our Board and/or ESS Committee (acting as experts and not as arbitrators), to be in their opinion, fair and reasonable.

## **2.7 Retention period**

The UIB Shares arising upon vesting of ESS Awards will not be subjected to any retention period or restriction on transfer unless otherwise as stated in the ESS Awards as determined by our ESS Committee from time to time. However, ESS Participants are encouraged to hold the UIB Shares as a long-term investment and not for any speculative and/or realisation of any immediate gain. The expression "**retention period**" shall mean the period in which the UIB Shares awarded and issued pursuant to the Proposed ESS must not be sold, transferred, assigned or otherwise disposed of by the ESS Participants.

Notwithstanding the above, our ESS Committee shall be entitled at its discretion to prescribe or impose, in relation to the ESS Awards, any condition relating to any retention period or restriction on transfer (if applicable) as our ESS Committee sees fit.

An eligible Director who is a non-executive Director in our Group shall not sell, transfer or assign our Shares obtained through the exercise of the ESS granted to him within 1 year from the date of ESS Awards.

## **2.8 Ranking of new UIB Shares to be issued and/or existing UIB Shares to be transferred**

The new UIB Shares to be issued and allotted pursuant to the ESS Awards shall, upon allotment and issuance, rank equally in all respects with the existing UIB Shares in issue, except that the ESS Shares will not be entitled to any dividends, rights, allotments and/or other form of distributions that may be declared, made or paid to our shareholders, the entitlement date of which is on or before the date of issuance and allotment of such new UIB Shares.

In the event that any existing UIB Shares and/or treasury shares are to be transferred to the ESS Participants upon the vesting of the ESS Shares pursuant to the ESS Awards, the existing UIB Shares and/or treasury shares shall be transferred together with all dividends, rights, allotments and/or other form of distributions declared, made or paid to our shareholders, the entitlement date of which is on or after the date the UIB Shares are credited into the central depository system account of the relevant ESS Participants.

## **2.9 Modification, variation and/or amendment to the Proposed ESS**

Subject to the By-Laws and compliance with the Listing Requirements, the ESS Committee may, at any time and from time to time, recommend to our Board any additions, modifications or amendments to or deletions of the By-Laws as it shall, at its sole discretion, deems fit and our Board shall have the power at any time and from time to time by resolution to add to, amend, modify and/or delete all or any of the terms in the By-Laws upon such recommendation and subject to our Company submitting the amended By-Laws and a letter of compliance to Bursa Securities each time an amendment and/or modification is made, stating that the amendment and/or modification is in compliance with the provisions of the Listing Requirements and the Rules of Bursa Depository.

Subject to the By-Laws, the approval of our shareholders in general meeting shall not be required in respect of additions, modifications or amendments to and/or deletions of the By-Laws (including any additions, modifications or amendments to or deletions of the By-Laws for purposes of complying with the Act) provided that no additions, modifications or amendments to and/or deletions of the By-Laws shall be made which would, among others,:

- (i) materially prejudice any rights which have accrued to any ESS Participant without the prior consent or sanction of that ESS Participant; or
- (ii) alter the rights of the ESS Participants to the advantage of any Eligible Persons and/or ESS Participant; or
- (iii) increase the number of new Shares available under the Proposed ESS beyond the maximum imposed by the By-Laws.

## **2.10 Termination of the Proposed ESS**

Subject to compliance with the Listing Requirements, other requirements of Bursa Securities and any other relevant authorities, the Proposed ESS may be terminated by our Company at any time during the duration of the Proposed ESS and before the date of expiry of the Proposed ESS without obtaining the approvals or consents from the ESS Participants or our shareholders in accordance with the terms of the By-Laws provided that an immediate announcement is released to Bursa Securities on the following:

- (i) the effective date of termination of the Proposed ESS;
- (ii) the number of ESS Awards vested pursuant to the Proposed ESS; and
- (iii) the reasons and justification for termination.

Any unaccepted offer and unvested ESS Award shall lapse and deemed cancelled and be null and void on the effective date of termination of the Proposed ESS.

### **2.11 Listing of and quotation for the ESS Shares**

Bursa Securities had, vide its letter dated 20 August 2025, resolved to approve the listing of and quotation for the new UIB Shares to be issued pursuant to the Proposed ESS on the ACE Market, subject to the conditions as set out in Section 6. The new UIB Shares shall be listed and quoted on the ACE Market on the next Market Day following the vesting of new UIB Shares pursuant to the Proposed ESS.

### **2.12 Utilisation of proceeds**

Our Company will not receive any proceeds pursuant to the Proposed ESS given that the UIB Shares to be allotted and issued and/ or transferred to the Eligible Persons would not require any payment by the said Eligible Persons to our Company. The estimated expenses of approximately RM0.1 million to be incurred for the Proposed ESS, including fees payable to relevant authorities, professional fees, and other miscellaneous costs, will be funded via internally generated funds.

## **3. RATIONALE FOR THE PROPOSED ESS**

The implementation of the Proposed ESS primarily serves to align the interests of Eligible Persons to the corporate goals of our Group. The Proposed ESS will provide Eligible Persons with an opportunity to have equity participation in our Company and help achieve the positive objectives as set out below:

- (i) to recognise the contribution of the Eligible Persons whose services are valued and considered vital to the operations and continued growth of our Group;
- (ii) to retain, motivate and reward the Eligible Persons by allowing them to participate in our Group's profitability and eventually realise any capital gains arising from appreciation in the value of our Company's Shares;
- (iii) to align the interests of Eligible Persons with that of the shareholders through the achievement of our Group's objectives and plans;
- (iv) to retain and attract qualified and experienced personnel by making compensation packages offered more competitive; and
- (v) to foster and reinforce the Eligible Persons' loyalty and sense of belonging by enabling them to participate directly in the long-term development and growth of our Group.

The Proposed ESS is also extended to our Non-Executive Directors to recognise their past contribution to our Group and enable them to participate in our Group's future growth.

## **4. INDUSTRY OVERVIEW AND PROSPECTS**

### **4.1 Overview and outlook of the Malaysian economy**

The economy in Malaysia expanded by 4.4% in the first quarter of 2025 (4Q 2024: 4.9%), driven mainly by domestic demand. Household spending was sustained amid positive labour market conditions and income-related policy measures, including the upward revision of minimum wage and civil servant salary. Investment activities continued to expand, driven by implementation of new and existing projects. While export growth moderated due to weaker mining exports, this was partially offset by stronger electrical and electronics exports and tourism activity. At the same time, imports growth, although more moderate, continued to be driven by strong demand for capital goods, reflecting continued investment and trade activities.

On the supply side, economic growth in the first quarter of 2025 was primarily driven by the services and manufacturing sectors. The services sector benefited from increased government services, while the manufacturing sector was supported by strong electrical and electronics output. However, growth in both sectors was tempered by the normalisation of motor vehicle sales and production following several years of elevated activity. Overall performance was further impacted by a contraction in the mining sector due to lower oil and gas production. On a quarter-on-quarter, seasonally adjusted basis, the economy grew by 0.7% (4Q 2024: -0.2%).

Headline inflation moderated to 1.5% in the first quarter (4Q 2024: 1.8%). The moderation was largely due to lower utilities inflation at 3.0% (4Q 2024: 18.1%). This followed the dissipation of the effects of earlier water tariff adjustments and higher electricity charges for high-usage households in the first quarter of 2024. Inflation in mobile communication services continued to decline, averaging at -13.5% (4Q 2024: -10%). Core inflation, however, edged higher to 1.9% (4Q 2024: 1.7%). It was driven mainly by rental inflation, which rose to 2.1% (4Q 2024: 1.7%). Inflation pervasiveness, measured by the share of Consumer Price Index items recording monthly price increases, experienced an uptick amid seasonal menu price adjustments. Nonetheless, it remained well below the long-term average for the first quarter (43.3%; 4Q 2024: 39.8%; 1Q 2011-2019: 52.2%).

In 2025, headline inflation is projected to remain within a moderate range of 2.0% to 3.5%, driven by further moderating global costs and absence of excessive demand. Similar to the economic outlook, any changes to the forecast will be released once there is greater visibility on the external developments. Global commodity prices are expected to be lower, contributing to further downward pressure. The recently introduced wage-related policies will support demand, although the impact on inflation is expected to be limited. In this environment, the overall impact from domestic policy measures is expected to be contained.

*(Source: Economic and Financial Developments in Malaysia in the First Quarter of 2025, Bank Negara Malaysia)*

Malaysia's GDP growth is expected to moderate further in the second quarter of 2025, reflecting the impact of persistent global uncertainties and a more cautious external environment. The imposition of higher global tariffs, particularly on Malaysian exports to the United States, poses a key downside risk despite a temporary reduction in reciprocal tariffs from 24.0% to 10.0% effective April 2025 and a deferral of the higher rate enforcement to July 2025. The trade outlook remains fragile amid the absence of a comprehensive agreement, leaving key sectors such as electronics and commodities vulnerable to policy reversals and renewed trade tensions. These external headwinds may dampen investor sentiment and disrupt trade flows. Nevertheless, domestic economic resilience is expected to be supported by firm consumer demand, targeted fiscal measures, and a stable labour market, which together provide a buffer against external shocks.

*(Source: 1Q2025 GDP Preview: Economic Growth Beats Advance Estimate, But Global Trade Risks Weigh on Outlook, dated 14 May 2025, Bank Islam Malaysia Berhad)*

## **4.2 Prospects of our Group**

External market conditions remain volatile, influenced by geopolitical risks, trade tensions, and tariff pressures. However, we do not anticipate a material impact from the tariff charges, as its sales are primarily within Malaysia and it does not source products from the USA, and neither does our Group export to USA. In response to the challenging environment, our Group is implementing rigorous cost controls, strengthening credit management and collection efforts, as well as better inventory management to minimise impairment losses and optimise expenses. Meanwhile, our Group's strategic shift to reduce reliance on lower-margin wholesale distribution products, combined with strong contributions from its metal recycling segment, has helped sustain healthy revenue.

To support recovery and sustainable growth, our Group has expanded into metal recycling business. In April 2025, our Group, through our 51.0%-owned subsidiary, Intergreen Metals Sdn Bhd, has successfully completed the acquisition of a 51.0% equity interest in Kien San Metal Sdn Bhd. This allows our Group to expand our national presence in the metal recycling industry, enhance our recycling capabilities, and strengthen our earnings base. Additionally, it reinforces our Group's upstream position in the steel value chain, and supports the circular economy for metals.

In the wholesale distribution segment, our Group's solar product distribution continued to contribute positively to our Group's revenue. The division is well-positioned to benefit from Malaysia's large-scale renewable energy projects, including the ongoing LSS5 and LSS5+ programmes, as well as the upcoming LSS6 bidding round. Beyond utility-scale projects, rooftop solar adoption is also promising, both in commercial, industrial and residential segments.

For commercial and industrial segments, our Group collaborates with engineering, procurement, construction and commissioning ("EPCC") players under an arrangement where our Group supplies solar inverters, panels and components upon the EPCC players securing projects. Meanwhile, on the residential side, the positive outlook is boosted by the Community Renewable Energy Aggregation Mechanism introduced in early February 2025 allowing homeowners to lease their rooftop space to renewable energy developers. These initiatives are expected to accelerate solar energy adoption and increase demand for our Group's solar products.

Our Group commenced operations of our new pipe fabrication centre in March 2025. Equipped with robotic arm and the epoxy powder coating line, this facility will enhance end-to-end pipe services and broaden our Group's revenue streams. The rental division, primarily in rental of temporary structural support equipment and centralised labour quarters, continues our steady momentum with the introduction of crawler crane rentals and plans to expand our equipment portfolio to include scissor lifts, sky lifts, and boom lifts to meet evolving market needs.

*(Source: Management of UIB)*

## 5. EFFECTS OF THE PROPOSED ESS

### 5.1 Issued share capital

The pro forma effects of the Proposed ESS on the issued share capital of our Company are as follows:

	<b>No. of UIB Shares</b>	<b>RM</b>
Issued share capital as at LPD	1,630,720,000	309,754,828
New Shares to be issued pursuant to the Proposed ESS	<sup>(1)</sup> 244,608,000	<sup>(2)</sup> 58,485,772
<b>Enlarged issue share capital</b>	<b>1,875,328,000</b>	<b>368,240,600</b>

#### Notes:

- (1) Based on 15.0% of the total number of issued shares and paid-up share capital of our Company and assuming the ESS Awards will be fully satisfied via issuance of new UIB Shares.
- (2) For illustration purposes only, calculated based on RM0.2391, being approximately 10.0% discount to the 5-day volume weighted average market price of UIB Shares up to and including the LPD of RM0.2657 per UIB Share.



For avoidance of doubt, the Proposed ESS is not expected to have any immediate material effect on the issued share capital of our Company until the vesting of new UIB Shares pursuant to the Proposed ESS. The issued share capital of our Company will increase progressively as and when new UIB Shares are issued arising from the vesting of new UIB Shares pursuant to the Proposed ESS. However, there will be no effect on our issued share capital in the event the ESS Awards granted under the Proposed ESS are satisfied via the acquisition of existing UIB Shares from the open market or transfer of our Company's treasury shares (if any) or settled in cash to the relevant ESS Participants.

## **5.2 NA and gearing**

Save for the potential impact of the Malaysian Financial Reporting Standard 2, on "Share-based Payment" as issued by the Malaysian Accounting Standards Board ("**MFRS 2**"), the Proposed ESS will not have any immediate material effect on our Group's consolidated NA, NA per Share and gearing until the vesting of new UIB Shares pursuant to the Proposed ESS.

Any potential effect on our Group's consolidated NA, NA per Share and gearing in the future will depend on factors such as the method of satisfaction of the ESS Awards, actual number of UIB Shares to be issued and/or transferred which can only be determined at the point of the vesting of the ESS Awards. Upon vesting of the ESS Shares pursuant to the Proposed ESS, the NA per Share of UIB Group is expected to:

- (i) increase if the fair value of the ESS Shares is higher than the NA per Share of UIB Group;  
or
- (ii) decrease if the fair value of the ESS Shares is lower than the NA per Share of UIB Group,  
at such point of vesting.

In the case of settlement by transfer of treasury shares and/or by cash payment, the Proposed ESS will reduce our Group's consolidated NA and NA per Share, and increase our Group's gearing as a result of the decrease in the shareholder's equity of our Group.

## **5.3 Earnings and EPS**

The Proposed ESS is not expected to have any immediate material effect on our Group's earnings and consolidated EPS until the vesting of the ESS Shares pursuant to the ESS Awards. However, the actual effect on our Group's earnings and consolidated EPS will depend on the fair value of ESS Shares as at the respective award date. The fair value of the ESS Shares is determined at the grant date, after taking into consideration the prevailing market price of the Shares, volatility of the price of the Shares and any specific terms and conditions attached to the ESS Awards. Upon vesting, our Group's consolidated EPS may be diluted, depending on the number of UIB Shares issued and/or transferred to the ESS Participants under the ESS.

In accordance with MFRS 2, the potential cost arising from awarding the ESS Shares is required to be measured at fair value on the award date and recognised as an expense in the statement of comprehensive income of our Group over the vesting period. Nonetheless, such expense recognised does not represent a cash outflow as it is only an accounting treatment.

Our Board has taken note of the potential impact of MFRS 2 on the earnings of our Group and will monitor and assess the impact arising from the granting of the ESS Share(s) and/or the vesting of the ESS Shares to be granted to the Eligible Persons pursuant to the Proposed ESS on the earnings of our Group.

#### **5.4 Substantial shareholders' shareholdings**

The Proposed ESS is not expected to have any immediate material effect on our substantial shareholders' shareholding until such time when the new UIB Shares are issued and/or transferred arising from the vesting of the ESS Awards pursuant to the Proposed ESS. Any potential effect on the shareholding of our substantial shareholders would depend on the number of new UIB Shares to be issued and/or transferred under the Proposed ESS at the relevant point in time.

In the event that the existing UIB Shares are acquired from the open market to other ESS Participants who are not substantial shareholders and/or equivalent cash value is paid to ESS Participants as a mode of settlement for the ESS Awards, there will be no impact on our substantial shareholders' shareholding. However, in the event that the treasury shares are transferred to other ESS Participants, the total number of outstanding shares will increase, which may dilute our substantial shareholders' shareholding.

For information purposes, our public shareholding spread is 29.2% as at LPD. Our Board has taken note of the public spread requirement pursuant to the Rule 8.02(1) of the Listing Requirements, and will monitor and assess the impact arising from the granting of the ESS Share(s) and/or the vesting of the ESS Shares to be granted to the Eligible Persons pursuant to the Proposed ESS on our public shareholding spread.

#### **5.5 Convertible securities**

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

### **6. APPROVALS REQUIRED**

The Proposed ESS is subject to and conditional upon the following approvals being obtained:

- (a) approval-in-principle from Bursa Securities for the listing of and quotation for the new UIB Shares to be issued under the Proposed ESS on the ACE Market. The abovementioned approval from Bursa Securities has been obtained vide its letter dated 20 August 2025 and is subject to the following conditions:

<b>No.</b>	<b>Details of conditions imposed</b>	<b>Status of compliance</b>
(i)	M&A Securities is required to submit a confirmation to Bursa Securities of full compliance of the Proposed ESS pursuant to Rule 6.44(1) of the Listing Requirements and stating the effective date of implementation, together with a certified true copy of the resolution passed by the shareholders in general meeting;	To be compiled
(ii)	UIB is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed ESS, as at the end of each quarter together with a detailed computation of listing fees payable;	To be compiled
(iii)	The new shares to be issued pursuant to the Proposed ESS to any Eligible Person whose Shares are subject to moratorium pursuant to Rule 3.19(1) of the Listing Requirements shall be subject to the same moratorium;	To be compiled

- (b) our shareholders at the forthcoming EGM; and
- (c) any other relevant authorities, if required.

The Proposed ESS is not conditional on any other proposals undertaken or to be undertaken by our Company.

## 7. FUND-RAISING EXERCISES FOR THE PAST 12 MONTHS

On 27 February 2024, our Company has announced a private placement of up to 10.0% of our total number of issued Shares ("**Private Placement**"). On 27 May 2024, our Company had completed the first tranche of Private Placement, raising total gross proceeds of RM18.4 million. Subsequently, on 26 September 2024, our Company had announced that the Private Placement is deemed completed with the listing of 68,220,000 placement shares on the ACE Market. As at LPD, the proceeds raised from the Private Placement have been fully utilised for the repayment of bank borrowings, as proposed. Details of the utilisation of proceeds raised from the Private Placement are as follows:

<b>Utilisation of proceeds</b>	<b>Actual proceeds raised</b>	<b>Actual utilisation of proceeds</b>
	<b>RM'000</b>	<b>RM'000</b>
Repayment of bank borrowings	18,226	18,226
Estimated expenses for the Private Placement	193	193
	<b>18,419</b>	<b>18,419</b>

Save for the Private Placement, there were no other fund-raising exercise undertaken by our Company in the past 12 months up to LPD.

## 8. HISTORICAL SHARE PRICES

The monthly highest and lowest prices of UIB Shares traded on the ACE Market for the past 12 months preceding the date of this Circular are as follows:

	<b>Highest</b>	<b>Lowest</b>
	<b>RM</b>	<b>RM</b>
<b><u>2024</u></b>		
August	0.260	0.225
September	0.240	0.230
October	0.240	0.210
November	0.225	0.190
December	0.210	0.190
<b><u>2025</u></b>		
January	0.215	0.185
February	0.210	0.180
March	0.210	0.180
April	0.205	0.160
May	0.190	0.175
June	0.190	0.175
July	0.260	0.180
Last transacted price of UIB Shares on 17 July 2025 (being the last trading day prior to the Announcement)		0.230
Last transacted price of UIB Shares as at LPD (i.e. 22 August 2025)		0.270

(Source: Bloomberg)

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

All of our Directors are eligible to participate in the Proposed ESS and are therefore deemed interested in the Proposed ESS to the extent of their respective allocations and the allocations to person connected with them, if any. Save as disclosed in the foregoing, none of our Directors, major shareholders, chief executives of our Company and/or persons connected with them have any interest, direct or indirect, in relation to the Proposed ESS.

As the ESS Awards are allocated to the Directors, major shareholders, chief executives of our Company ("**Interested Person(s)**") and/or persons connected with them, the Interested Persons will be deemed interested in their respective proposed allocation and the proposed allocation to persons connected with them. Therefore, the Interested Persons have abstained and will continue abstain from all deliberations and voting at the relevant Board meetings of our Company in relation to their respective proposed allocation and the proposed allocation to persons connected with them, under the Proposed ESS.

Accordingly, the Interested Persons and/or persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings on the resolution in relation to the Proposed ESS and their respective allocations as well as the allocations to the persons connected with them, if any, under the Proposed ESS. The Interested Persons have also undertaken to ensure that persons connected with them will also abstain from voting in respect of their direct and/or indirect shareholdings in our Company, if any, on the ordinary resolution pertaining to the Proposed ESS, their respective proposed allocation and the proposed allocation to persons connected with them, at the forthcoming EGM.

## 10. DIRECTORS' STATEMENT AND RECOMMENDATION

Our Board, having considered all aspects of the Proposed ESS, including but not limited to the rationale as well as the effects of the Proposed ESS, is of the opinion that the Proposed ESS is in the best interest of our Company and our shareholders.

In view that our Directors are deemed interested in the Proposed ESS to the extent of their respective allocations and any allocations to the persons connected with them, they will abstain from giving an opinion and making any recommendations on the resolutions pertaining to their respective allocations and the allocations to persons connected with them, if any, under the Proposed ESS.

Accordingly, our Board recommends that you **VOTE IN FAVOUR** of the resolution pertaining to the Proposed ESS to be tabled at the forthcoming EGM.

## 11. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all relevant approvals obtained, the Proposed ESS is expected to be implemented by fourth quarter of 2025. The tentative timeline for the Proposed ESS is as follows:

<b>Tentative timeline</b>	<b>Events</b>
4 December 2025	EGM to approve the Proposed ESS
End December 2025	Announcement of the effective date for the implementation of the Proposed ESS

## **12. OUTSTANDING CORPORATE EXERCISE ANNOUNCED BUT PENDING COMPLETION**

Save for the Proposed ESS, there is no other outstanding corporate exercise announced but pending completion as at LPD.

## **13. EGM**

The EGM, the Notice of which is enclosed with this Circular, will be held at **Ballroom, Fox Hotel Glenmarie, Level 8, Pusat Komersil Vestland (The GLENZ) East, 6, Jalan Juruanalisis U1/35, Seksyen U1, 40150 Shah Alam, Selangor Darul Ehsan ("Venue")**, on **Thursday, 4 December 2025 at 10.00 a.m.**, or at adjournment thereof. For the purpose of considering the Proposed ESS contained herein and if thought fit, passing the resolutions so as to give effect to the Proposed ESS.

A member entitled to attend and vote at the EGM is entitled to appoint more than one (1) proxy to attend, participate, speak and vote on his/her behalf. In such event, the completed and signed Form of Proxy must be deposited at our Company's share registrar, Boardroom Share Registrars Sdn Bhd's office at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor not less than forty-eight (48) hours before the time appointed for holding the EGM or any adjournment thereof as Rule 8.31A(1) of the Listing Requirements requires all resolutions set out in the Notice of EGM to vote by way of poll. The lodging of the Form of Proxy shall not preclude you from attending, participating and voting in person at the EGM, should you subsequently wish to do so.

## **14. FURTHER INFORMATION**

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

Yours faithfully,  
for and on behalf of the Board of  
**UNITRADE INDUSTRIES BERHAD**

**NOMIS SIM SIANG LENG**  
GROUP MANAGING DIRECTOR

**UNITRADE INDUSTRIES BERHAD (“UIB” OR “COMPANY”)  
BY-LAWS OF THE EMPLOYEE SHARE SCHEME**

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 Except where the context otherwise requires, the following expression in these By-Laws shall have the following meanings:

“Act”	: The Companies Act 2016, as amended from time to time including any reenactment thereof
“ACE Market”	: ACE Market of Bursa Securities
“Adviser”	: A person registered on the Register of Sponsors who has been appointed by the Company to undertake a corporate proposal prescribed by Bursa Securities to require the services of an Adviser under the Listing Requirements or a recognised principal adviser under the Main Market Listing Requirements of Bursa Securities (as the case may be)
“Board”	: Board of Directors of UIB
“Bursa Depository”	: Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W))
“Bursa Securities”	: Bursa Malaysia Securities Berhad (200301033577 (635998-W))
“By-Laws”	: The rules, terms and conditions of the ESS as set out herein, as may be modified, varied and/or amended from time to time
“CDS”	: Central Depository System as governed under the Central Depositories Act
“CDS Account”	: An account established by Bursa Depository for a Depositor for the recording of deposits of securities and dealings in such securities by the Depositor
“Central Depositories Act”	: The Securities Industry (Central Depositories) Act 1991, as amended from time to time including all subsidiary legislations made thereunder and any re-enactment thereof
“Constitution”	: Constitution of UIB
“Date of Expiry”	: The last day of the duration of the ESS or last day of any extended period pursuant to By-Law 13.2 (as the case may be)
“Depositor”	: A holder of a CDS Account
“Director(s)”	: The director(s) of UIB and shall have the meaning given in Section 2(1) of the Act and Capital Markets and Services Act 2007
“Effective Date”	: The date on which the ESS comes into force as provided in By-Law 13.1
“Eligible Person(s)”	: Eligible Director(s) (both Executive and Non-Executive Directors) and employees of the Company and subsidiary companies (excluding dormant subsidiaries, if any) who fulfil the eligibility criteria to participate in the ESS

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**APPENDIX I – DRAFT BY-LAWS (Cont'd)**

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"Entitlement Date"	: The date as at the close of business on which the names of the shareholders must appear on the Company's record of depositors in order to be entitled to any dividends, rights, allotments and/or other distributions
"ESS"	: Employee share scheme as stipulated in these By-Laws
"ESS Award(s)"	: The award of such number of Shares to an Eligible Person in the manner and subject to the terms and conditions provided in these By-Laws
"ESS Award Date(s)"	: The date on which an ESS Award(s) is awarded to an Eligible Person pursuant to a ESS Award letter
"ESS Committee"	: The committee comprising representatives from the Board and/or other officers or executives of the Company as may be appointed from time to time and authorised by the Board pursuant to By-Law 14 to implement and administer the ESS
"ESS Participant(s)"	: Eligible Person(s) who has accepted ESS Award(s) in the manner provided in By-Law 30
"ESS Share(s)"	: ESS of up to 15.0% of the total issued share capital of the Company (excluding treasury shares, if any)
"Listing Requirements"	: ACE Market Listing Requirements of Bursa Securities as amended from time to time
"Market Day"	: A day on which Bursa Securities is open for trading in securities, which may include a surprise holiday (being a day that is declared as a public holiday in the Federal Territory of Kuala Lumpur that has not been gazetted as a public holiday at the beginning of the calendar year)
"Maximum Allowable Allotment"	: The maximum number of Shares in respect of the ESS Awards that can be made available to an Eligible Person as set out in By-Law 5 hereof
"Record of Depositors"	: A record of securities holders established and maintained by Bursa Depository
"Register of Sponsors"	: A register maintained by Bursa Securities for the ACE Market specifying all persons which have been approved to act as sponsors by Bursa Securities pursuant to Chapter 4 of the Listing Requirements and such approval has not been revoked or suspended
"RM" and "sen"	: Ringgit Malaysia and sen, respectively
"Rules of Bursa Repository"	: Rules of Bursa Depository, as issued pursuant to the Central Depositories Act
"UIB" or "Company"	: Unitrade Industries Berhad (202101013724 (1414023-X))
"UIB Group" or "Group"	: UIB and its subsidiaries, collectively
"UIB Share(s)" or "Share(s)"	: Ordinary share(s) in UIB
"Vesting Date(s)"	: The date(s) on which all or some of the Shares awarded to ESS Participant(s) are eligible to be vested upon fulfilment of all terms and vesting condition, if any, as determined by the ESS Committee

1.2 In these By-Laws:

- (i) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and Listing Requirements and any policies and/or guidelines of the relevant authorities (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies and/or guidelines are addressed to by Bursa Securities and/or the relevant authorities);
- (ii) any reference to a statutory provision shall include that provision as from time to time modified or re-enacted whether before or after the date of these By-Laws so far as such modification or re-enactment applies or is capable of applying to any ESS Award(s) awarded and accepted during the duration of the ESS and shall also include any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- (iii) words denoting the singular shall include the plural and vice versa and references to gender shall include both genders and the neuter;
- (iv) any liberty or power which may be exercised or any determination which may be made hereunder by the ESS Committee may be exercised in the ESS Committee's absolute discretion and the ESS Committee shall not be under any obligation to give any reasons thereof, except as may be required by the relevant authorities;
- (v) the headings in these By-Laws are for convenience only and shall not be taken into account in the interpretation of these By-Laws;
- (vi) if an event is to occur on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day; and
- (vii) any reference to the Company and/or other person shall include a reference to its successors- in-title and permitted assigns.

**2. NAME AND OBJECTIVE OF THE SCHEME**

2.1 This scheme shall be called the "**UIB ESS 2025**".

2.2 The objectives of the ESS are as follows:

- (i) to recognise the contribution of the Eligible Persons whose services are valued and considered vital to the operations and continued growth of the Group;
- (ii) to retain, motivate and reward the Eligible Persons by allowing them to participate in the Group's profitability and eventually realise any capital gains arising from appreciation in the value of the Company's Shares;
- (iii) to align the interests of Eligible Persons with that of the shareholders through the achievement of the Group's objectives and plans;
- (iv) to retain and attract qualified and experienced personnel by making compensation packages offered more competitive; and
- (v) to foster and reinforce the Eligible Persons' loyalty and sense of belonging by enabling them to participate directly in the long-term development and growth of the Group.



**3. MAXIMUM NUMBER OF NEW SHARES AVAILABLE UNDER THE ESS**

- 3.1 The maximum number of the Shares which may be made available under the ESS shall not in aggregate exceed fifteen percent (15%) of the total number of issued UIB Shares (excluding treasury shares, if any) ("**ESS Shares**") at any point of time during the duration of the ESS as provided in By-Law 13.2 ("**Maximum ESS Shares**").
- 3.2 Notwithstanding the provision of By-Law 3.1 above and any other provisions contained herein, in the event the total number of the Shares that may be made available under the ESS exceeds fifteen percent (15%) of the total number of issued UIB Shares (excluding treasury shares, if any) as a result of the Company purchasing, cancelling and/or reducing the Shares in accordance with the provisions of the Act or the Company undertaking any corporate proposal and thereby diminishing the total number of issued UIB Shares, then such ESS Award(s) awarded prior to the adjustment of the issued UIB Shares (excluding treasury shares, if any) shall remain valid and exercisable in accordance with the provisions of this ESS. However, in such a situation, the ESS Committee shall not make further ESS Award(s) until the total number of the Shares under the subsisting ESS Award(s) falls below fifteen percent (15%) of the total number of issued UIB Shares (excluding treasury shares, if any).
- 3.3 Notwithstanding the above, the Company may implement more than one (1) employee share scheme during the duration of this ESS provided that the aggregate ESS Shares available for issuance under all the share issuance schemes implemented by ESS are not more than fifteen per centum (15%) of its total number of issued shares (excluding treasury shares) at any one time or such lower or higher limit in accordance with any prevailing guidelines issued by Bursa Securities or any other relevant authorities as amended from time to time.

**4. ELIGIBILITY**

- 4.1 Subject to the discretion of the ESS Committee, only such persons who fulfil the following criteria as of the date of the ESS Awards shall be eligible to participate in the ESS:
- (i) in respect of an employee of the Group (excluding dormant subsidiaries, if any and including an employee of a company which is acquired by the Group during the duration of the ESS and becomes a subsidiary whether directly or indirectly held by the Company upon such acquisition):
    - (a) he/she is at least 18 years of age and is not an undischarged bankrupt or subject to any bankruptcy proceedings;
    - (b) he/she is employed on a full time basis for at least 1 year (or such other period as may be determined by the ESS Committee), is on the payroll of the company and whose employment has been confirmed;
    - (c) he/she has not served a notice of resignation or receive a notice of termination; and
    - (d) he/she fulfils any other criteria and/or falls within such category as may be determined by the ESS Committee from time to time;

- (ii) in respect of a Director of the Group (excluding dormant subsidiaries, if any and including a director of a company which is acquired by the Group during the duration of the ESS and becomes a subsidiary whether directly or indirectly held by the Company upon such acquisition);
    - (a) he/she is at least 18 years of age and is not an undischarged bankrupt or subject to any bankruptcy proceedings;
    - (b) he/she has been appointed to the Board or the board of directors of any of the Company's subsidiaries (excluding dormant subsidiaries, if any and including a director of a company which is acquired by the Group during the duration of the ESS and becomes a subsidiary whether directly or indirectly held by the Company upon such acquisition);
    - (c) he/she has not served a notice of resignation or receive a notice of termination; and
    - (d) he/she fulfils any other criteria and/or falls within such category as may be determined by the ESS Committee from time to time.
- 4.2 The eligibility and number of ESS Award(s) to be awarded to an Eligible Person under the ESS shall be at the sole and absolute discretion of the ESS Committee and the decision of the ESS Committee shall be final and binding. Notwithstanding the above, the ESS Committee may, at its absolute discretion, waive any of the eligibility conditions as set out in By-Law 4.1 above.
- 4.3 Subject to By-Law 4.1, the ESS Committee may from time to time at its own discretion decide on the performance targets to be achieved by the ESS Participants before the ESS Awards can be vested.
- 4.4 Notwithstanding By-Law 4.1, the ESS Award(s) to be awarded to any Eligible Person, who is a Director, major shareholder or chief executive of the Company or a holding company of the Company, or a person connected with such Director, major shareholder, chief executive or a holding company of the Company (as defined in the Listing Requirements), shall also be approved by the shareholders of the Company in general meeting in accordance with Rule 6.07(1) of the Listing Requirements, unless such approval is no longer required under the Listing Requirements.
- 4.5 Any Eligible Person who holds more than one (1) position within UIB Group and by holding such positions, the Eligible Person is in more than one category, shall only be entitled to the Maximum Allowable Allotment of any one of the category/designation of employment. The ESS Committee shall be entitled at its sole discretion to determine the applicable category/designation of employment.
- 4.6 An employee or Director of a dormant company within UIB Group is not eligible to participate in the ESS.
- 4.7 An employee or Director may, at the sole discretion of the ESS Committee, be eligible to participate in the ESS, subject to the Maximum Allowable Allotment.
- 4.8 Eligibility under the ESS does not confer on an Eligible Person any claim or right to participate in or any right whatsoever under the ESS and an Eligible Person does not acquire or has any right over or in connection with the ESS Award(s) unless the ESS Award(s) has been made by the ESS Committee to the Eligible Person and the Eligible Person has accepted the ESS Award(s) in accordance with these By-Laws.

**5. BASIS OF ALLOCATION AND MAXIMUM ALLOWABLE ALLOCATION**

- 5.1 The allocation of the Shares to be made available for the ESS Award(s) under the ESS shall be determined by the ESS Committee.
- 5.2 Subject to By-Law 3 and any adjustment which may be made under By-Law 9, the maximum number of Shares to be awarded to an Eligible Person under the ESS at any point of time in each ESS Award shall be at the sole and absolute discretion of the ESS Committee after taking into consideration, among others, the position, ranking, performance, length of service and seniority of the Eligible Person as well as other factors as the ESS Committee deem fit, and subject to the following conditions:
- (i) the total number of UIB Shares made available under the ESS shall not exceed the amount in By-Law 3.1 above;
  - (ii) the number of UIB Shares allocated to any Eligible Person who, either singly or collectively through persons connected with that Eligible Person, holds 20.0% or more of the total issued share capital (excluding treasury shares, if any), shall not exceed 10.0% of the Maximum ESS Shares;
  - (iii) the eligible Directors and senior management of the Group (excluding dormant subsidiaries, if any) who are eligible shall not participate in the deliberation or discussion of their own allocations and/or allocations to persons connected with them;
  - (iv) the maximum number of ESS Shares allocated, in aggregate, to the Directors and key senior management of the Group pursuant to the ESS shall not exceed 75.0% of the Maximum ESS Shares available under the ESS; and
  - (v) any performance target (which may be determined by the ESS Committee) to be achieved prior to the ESS Awards being awarded to the Eligible Person.

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

- 5.3 The ESS Committee shall determine the maximum number of Shares for the ESS Award(s) that will be made available to an Eligible Person under the ESS, in the manner provided in these By-Laws in relation to each class or grade of Directors and employees and the aggregate maximum number of ESS Award(s) that can be awarded to the Directors and employees under the ESS from time to time, and the decision of the ESS Committee shall be final and binding.
- 5.4 In the event that an Eligible Person is promoted, the Maximum Allowable Allotment applicable to such Eligible Person shall be the Maximum Allowable Allotment that may be awarded corresponding to the category of employee of which he/she then is a party, subject always to the maximum number of Shares available under the ESS as stipulated under By-Law 3.1.
- 5.5 In the event that an Eligible Person who is demoted/re-designated to a lower grade for whatsoever reason shall only be entitled to the allocation of that lower grade unless an award has been made and accepted by him before such demotion/re-designated and where he has accepted an award which exceeds his Maximum Allowable Allotment under that lower grade, he shall not be entitled to any further allocation for that lower grade.

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**APPENDIX I – DRAFT BY-LAWS (Cont'd)**

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- 5.6 The Company shall ensure that the ESS Award(s) awarded pursuant to the ESS is verified by the Audit Committee of UIB Group at the end of each financial year as being in compliance with the award criteria of the ESS Award(s) which have been disclosed to the Eligible Person.
- 5.7 The ESS Committee may at its sole and absolute discretion determine whether the ESS Award(s) to the Eligible Person(s) will be made on a staggered basis over the duration of the ESS or in a single award and/or whether the ESS Award(s) are subject to any vesting period and if so, to determine the vesting conditions and whether such vesting is subject to any performance target.
- 5.8 If any Eligible Person is a member of the ESS Committee, such Eligible Person shall not participate in the deliberation or discussion of his/her ESS Award(s).
- 5.9 The selection of any Eligible Person to participate in the ESS will be at the sole discretion of the ESS Committee and the decision of the ESS Committee shall be final and binding.
- 5.10 At the time the ESS Award(s) is awarded in accordance with these By-Laws, the ESS Committee shall set out the basis of award, identifying the category or grade of the Eligible Person and the Maximum Allowable Allotment that may be awarded to such Eligible Person under the ESS Award(s).
- 5.11 Subject to By-Law 5.2, nothing herein shall prevent the ESS Committee from awarding more than one (1) ESS Award(s) to an Eligible Person **PROVIDED THAT** the total aggregate number of Shares comprised in the ESS Award(s) awarded to such Eligible Person during the duration of the ESS shall not exceed the Maximum Allowable Allotment that an Eligible Person is entitled under the ESS Award(s).

**6. RIGHTS OF ESS PARTICIPANT(S)**

- 6.1 The ESS Award(s) shall not carry any right to vote at any general meeting of the Company.
- 6.2 The Shares which are credited into the ESS Participants' CDS Account upon vesting of the ESS Awards would carry rights to vote at the general meeting of the Company if the ESS Participant(s) is registered in the Record of Depositors on the Entitlement Date to be entitled to attend and vote at the general meeting.
- 6.3 A ESS Participant(s) shall not be entitled to any dividends, rights and/or other distributions on his/her unvested ESS Awards.

**7. RIGHTS ATTACHING TO THE SHARES**

- 7.1 The Shares arising upon vesting of ESS Awards shall, upon allotment and issuance, rank equally in all respects with the existing Shares and shall:
- (i) be subject to the provisions of the Constitution; and
  - (ii) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the record date for which is on or after the date on which the Shares are credited into the CDS Account of the ESS Participant(s) and shall in all other respects rank equally with other existing Shares then in issue.

- 7.2 Notwithstanding any provision in these By-Laws, the ESS Participant(s) shall not be entitled to any rights, dividends or other distributions attached to the Shares prior to the date on which such Shares are credited into their respective CDS Accounts.

## **8. RETENTION PERIOD**

- 8.1 The UIB Shares arising upon vesting of ESS Awards will not be subjected to any retention period or restriction on transfer unless otherwise as stated in the ESS Awards as determined by the ESS Committee from time to time. However, ESS Participants are encouraged to hold the UIB Shares as a long-term investment and not for any speculative and/or realisation of any immediate gain. The expression "**retention period**" shall mean the period in which the UIB Shares awarded and issued pursuant to the ESS must not be sold, transferred, assigned or otherwise disposed of by the ESS Participants.
- 8.2 Notwithstanding the above, the ESS Committee shall be entitled at its discretion to prescribe or impose, in relation to the ESS Awards, any condition relating to any retention period or restriction on transfer (if applicable) as the ESS Committee sees fit.
- 8.3 An eligible Director who is a non-executive Director in the Group shall not sell, transfer or assign the Shares obtained through the exercise of the ESS granted to him within 1 year from the date of ESS Awards.

## **9. ALTERATION OF SHARE CAPITAL AND ADJUSTMENT**

- 9.1 Subject to By-Law 9.5 hereof, in the event of any alteration in the capital structure of the Company during the duration of the ESS, whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of the Shares or reduction in share capital or any other variation of capital being effected, the ESS Committee shall have the sole discretion to make adjustment to the following:
- (a) the number and reference price of the unvested Shares comprised in the ESS Award(s); and
  - (b) the method and/or manner in the vesting of the Shares comprised in the ESS Award(s),

PROVIDED ALWAYS that any adjustments must be confirmed in writing by the Company's auditors or Adviser appointed by the Board and/or ESS Committee (acting as experts and not as arbitrators), to be in their opinion, fair and reasonable.

In the event that a fraction of a Share arises from the adjustments pursuant to this By-Law 9, any fractional entitlements will be disregarded and the number of Shares shall automatically be rounded down to the nearest 100 Shares.

- 9.2 Subject to By-Law 9.3, any adjustment in the number of ESS Shares to be vested shall comply with the requirements of any applicable statutes, rules, regulations and/or conditions issued by the relevant authorities (including the Listing Requirements) and shall, where appropriate and to the extent possible, endeavor to give each ESS Participant the same proportion of the issued share capital of the Company as that to which he/she was previously entitled.

- 9.3 Any adjustment pursuant to this By-Law 9 shall be guided by the formulae as set out below in consultation with an Adviser and/or an auditor, on the Market Day immediately following the books closure date for the event giving rise to the adjustment:

(i) **Consolidation and subdivision**

If and whenever a Share by reason of any consolidation or subdivision (including if so permitted by the relevant authorities, a subdivision by way of a bonus issue by the Company of UIB Shares without capitalisation of profits or reserves) or conversion occurs, the adjusted number of ESS Shares to be vested shall be calculated in accordance with the following formula:

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

Where:

L = the aggregate number of Shares in issue and fully paid-up immediately prior to the consolidation or subdivision or conversion; and

M = the aggregate number of Shares in issue and fully paid-up immediately after such consolidation or subdivision or conversion; and

T = existing number of ESS Shares to be vested.

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

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

If and whenever the Company shall make any issue of new Shares to ordinary shareholders for which no consideration is payable or which are credited as fully paid-up, by way of bonus issue or capitalisation issue from profits or reserves (whether of a capital or income nature and including any capital redemption reserve fund) (other than an issue of ordinary shares to its members who had an option to take cash or other dividend in lieu of the relevant ordinary shares), the price for the ESS Award(s) shall be adjusted by multiplying it by the following fraction:

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

and the number of additional ESS Shares to be vested shall be calculated as follows:

Number of additional ESS Shares =

$$T \times \left[ \frac{A+B}{A} - T \right]$$

Where:

A = the aggregate number of issued and fully paid-up Shares immediately before such bonus issue or capitalisation issue;

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

T = as T above.

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

(iii) If and whenever the Company shall make:

- (a) a Capital Distribution (as defined below) to ordinary shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets or involving any purchase by the Company of its own Ordinary Shares in accordance with the Act and all other applicable laws and regulations); or
- (b) any offer or invitation to its ordinary shareholders whereunder they may acquire or subscribe for new Shares by way of rights; or
- (c) any offer or invitation to its ordinary shareholders by way of rights whereunder they may acquire or subscribe for securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares attached thereto,

then and in respect of the case referred to in By-Laws 9.3(iii)(b) and (iii)(c) hereof, the number of additional ESS Shares to be vested shall be calculated as follows:

Number of additional ESS Shares =

$$T \times \left[ \frac{C}{C - D^*} - T \right]$$

Where:

T = as T above;

C = the current market price of each Share on the Market Day immediately preceding the date on which the Capital Distribution or, as the case may be, the offer or invitation is publicly announced to Bursa Securities or (failing any such announcement) immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation; and

D = (aa) in the case of an offer or invitation to acquire or subscribe for new Shares under By-Law 9.3(iii)(b) above or for securities convertible into Shares or securities with rights to acquire or subscribe for new Shares under By-Law 9.3(iii)(c) above, the value of rights attributable to one (1) existing Share (as defined below); or

(bb) in the case of any other transaction falling within By-Law 9.3(iii) hereof, the fair market value as determined by the Principal Adviser and/or the external auditor of the Company of that portion of the Capital Distribution attributable to one (1) existing Share.

D\* = the value of rights attributable to one (1) existing Shares (as defined below).

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

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

Where:

C = as C above;

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

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

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

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

Where:

C = as C above;

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

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

For the purpose of By-Law 9.3(iii) hereof, "**Capital Distribution**" shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividends) or by way of issue of new Shares (not falling under By-Law 9.3(ii) hereof) or other securities issued by way of capitalisation of profits or reserves of the Company (whether of a capital or income nature and including any capital redemption reserve fund).

Any distribution out of profits or reserves (including any capital redemption reserve fund) made (whenever paid and howsoever described) shall be deemed to be a Capital Distribution unless the distribution is paid out of the aggregate of the net profits attributable to the ordinary shareholders as shown in the audited consolidated statements of profit or loss and other comprehensive income of the Company.



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

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

If and whenever the Company makes any allotment to its ordinary shareholders as provided in By-Law 9.3(ii) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 9.3(iii)(b) or (c) above and Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the number of additional ESS Shares to be vested shall be calculated as follows:

Number of additional ESS Shares to be vested =

$$T \times \left[ \frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} - T \right]$$

Where:

B = as B above;

C = as C above;

G = the aggregate number of issued and fully paid-up Shares on the Entitlement Date;

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

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

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

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

T = as T above.

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

**(v) Rights issue of the Shares and rights issue of convertible securities**

If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for new Shares as provided in By-Law 9.3(iii)(b) above together with an offer or invitation to acquire or subscribe for securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares as provided in By-Law 9.3(iii)(c) above, the number of additional ESS Shares to be vested shall be calculated as follows:

Number of additional ESS Shares =

$$T \times \left[ \frac{(G+H^*) \times C}{(G \times C) + (H^* \times I^*)} - T \right]$$

Where:

C = as C above;

G = as G above;

H = as H above;

H\* = as H\* above;

I = as I above;

I\* = as I\* above;

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

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

T = as T above.

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

**(vi) Capitalisation of profits/reserve, rights issue of the Shares and rights issue of convertible securities**

If and whenever the Company makes an allotment to its ordinary shareholders as provided in By-Law 9.3(ii) above and also makes an offer or invitation to its ordinary shareholders to acquire or subscribe for the Shares as provided in By-Law 9.3(iii)(b) above, together with rights to acquire or subscribe for securities convertible into new Shares or with rights to acquire or subscribe for the Share as provided in By-Law 9.3(iii)(c) above, and the Entitlement Date for the purpose of allotment is also the Entitlement Date for the purpose of the offer or invitation, the number of additional ESS Shares to be vested shall be calculated as follows:

Number of additional ESS Shares to be vested =

$$T \times \left[ \frac{(G+H^*+B) \times C}{(G \times C) + (H^* \times I^*)} - T \right]$$

Where:

B	=	as B above;
C	=	as C above;
G	=	as G above;
H	=	as H above;
H*	=	as H* above;
I	=	as I above;
I*	=	as I* above;
J	=	as J above;
K	=	as K above; and
T	=	as T above.

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

- 9.4 If an event occurs that is not set out in By-Law 9.3 or if the application of any of the formulae to an event results in a manifest error, the ESS Committee in its absolute discretion, may agree to an adjustment subject to the provision of By-Law 9.2 provided that the ESS Participants shall be notified of the adjustment through an announcement to all ESS Participants to be made in such manner deemed appropriate by the ESS Committee.
- 9.5 The provisions of By-Law 9 shall not apply where the alteration in the capital structure of the Company arises from any of the following:
- (i) an issue of Shares pursuant to the vesting of ESS Award(s) under the ESS;
  - (ii) an issue of securities as consideration or part consideration for an acquisition of any other securities, assets or business;
  - (iii) private placement or restricted issue or special issue of new Shares by the Company;
  - (iv) a special issue of securities to Bumiputera parties or investors nominated by the Ministry of Investment, Trade and Industry and/or other government authority to comply with the government's policy on Bumiputera capital participation;
  - (v) a purchase by the Company of its own Shares and cancellation of all or a portion of such Shares purchased pursuant to Section 127 of the Act; or
  - (vi) an issue of new Shares arising from the exercise of any conversion rights attached to securities convertible to new Shares or upon exercise of any other rights including warrants and convertible loan stocks or other instruments (if any) issued by the Company.

- 9.6 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part III (Division 7, Subdivision 2) of the Act, By-Law 9.1 shall be applicable in respect of such part(s) of the scheme which involves any alteration(s) in the capital structure of the Company to which By-Law 9.1 is applicable, but By-Law 9.1 shall not be applicable in respect of such part(s) of the scheme which involves any alteration(s) in the capital structure of the Company to which By-Law 9.1 is not applicable as described in By-Law 9.5.
- 9.7 An adjustment pursuant to By-Law 9.1 shall be made according to the following terms:
- (a) in the case of a right issue, bonus issue or other capitalisation issue, on the next Market Day following the Entitlement Date in respect of such issue; or
  - (b) in the case of a consolidation or subdivision of the Shares or reduction of capital, on the Market Day immediately following the date on which the consolidation or subdivision or capital reduction becomes effective, or such period as may be prescribed by Bursa Securities.
- 9.8 Upon any adjustment being made, the ESS Committee shall give notice in writing within thirty (30) days from the date of adjustment to the ESS Participant(s), or his/her legal representative, where applicable, to inform him/her of the adjustment and the event giving rise thereto.

**10. TAKE-OVERS AND MERGERS, SCHEMES OF ARRANGEMENT, AMALGAMATIONS, RECONSTRUCTIONS AND DISPOSAL OF ASSETS**

- 10.1 In the event of:
- (i) a take-over offer being made for, under the Malaysian Code on Take-Overs and Mergers 2016 and Rules on Take-Overs, Mergers and Compulsory Acquisitions (or any replacement thereof), to acquire the whole of the issued ordinary share capital of the Company (or such part thereof not at the time held by the person making the take-over ("**Offeror**") or any persons acting in concert with the Offeror);
  - (ii) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of the Shares under the provisions of any applicable statutes, rules and/or regulations and gives notice to the ESS Participant(s) that it intends to exercise such rights on a specific date ("**Specified Date**"); or
  - (iii) the Company disposes of all or substantially all of its assets and the disposal becomes unconditional;

the ESS Committee may at its discretion to the extent permitted by law permit the vesting of the ESS Awards and the ESS Participant(s) will be entitled to within such period to be determined by the ESS Committee, to subscribe and/or exercise all or any of his/her ESS Awards and the Directors of the Company shall use their best endeavours to procure that such a general offer be extended to the new Shares that may be issued pursuant to the ESS Award(s) under these By-Law.

In the foregoing circumstances, all ESS Award(s) which the ESS Committee permits to be vested and/or exercisable, shall automatically lapse and become null and void to the extent remain unvested and/or unexercised by the date prescribed by the ESS Committee notwithstanding that the ESS Award Vesting Date has not commenced or has not expired.

- 10.2 Notwithstanding to the provisions of these By-Laws and subject to the sole discretion of the ESS Committee, in the event of the court sanctioning a compromise or arrangement between the Company and its members proposed for the purpose of, or in connection with, a scheme of arrangement and reconstruction of the Company under Section 366 of the Act or its amalgamation with any other company or companies under Section 370 or any other provisions of the Act or the Company decided to merge with other company or companies, the ESS Committee may at its absolute discretion decide whether a ESS Participant(s) may be entitled to be vested and/or to exercise all or any of his/her unvested and/or unexercised ESS Awards at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court and ending on the date upon which it becomes effective PROVIDED ALWAYS THAT no ESS Awards shall be vested and ESS Awards shall be subscribed and/or exercised after the expiry of the ESS Award Vesting Date. Upon the compromise or arrangement becoming effective, all unvested and/or unexercised ESS Awards shall automatically lapse and become null and void and of no further force and effect.

## **11. DIVESTMENT FROM AND TRANSFER TO/ FROM THE GROUP**

- 11.1 If a ESS Participant(s) is in the employment of a company within the Group and such company is subsequently divested, wholly or in part, from UIB Group, the ESS Participant(s):
- (i) shall cease to be capable of being vested with any unvested ESS Awards awarded to him/her under the ESS from the date of completion of such divestment or the Date of Expiry, whichever expires first; and
  - (ii) shall not be eligible to participate for further ESS Award(s) under the ESS as from the date of completion of such divestment.
- 11.2 For the purposes of By-Law 11.1 above, a company shall be deemed to be divested from UIB Group or disposed of from UIB Group in the event that the effective interest of the Company in such company is reduced from above fifty percent (50%) to fifty percent (50%) or below or below so that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act (other than pursuant to a takeover, scheme of arrangement, amalgamation, reconstruction, merger or otherwise as provided under the By-Law 10).
- 11.3 In the event that:
- (i) an employee who was employed in a company which is not related to the Company pursuant to Section 7 of the Act (that is to say, a company which does not fall within the definition of UIB Group) and is subsequently transferred from such company to any company within UIB Group; or
  - (ii) an employee who was in the employment of a company which subsequently becomes a company within UIB Group as a result of a restructuring or acquisition exercise or otherwise involving the Company and/or any company within UIB Group with any of the first mentioned company stated in (i) above;

(the first abovementioned company in (i) and (ii) herein referred to as the “**Previous Company**”), such an employee of the Previous Company will be eligible to participate in the ESS for the remaining duration of the ESS, if the affected employee becomes an “**Eligible Person**” within the meaning under these By-Laws.

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

## **12. WINDING UP**

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

## **13. DURATION AND TERMINATION OF THE SCHEME**

- 13.1 The Effective Date for the implementation of the ESS shall be at the date of full compliance with all relevant requirements in the Listing Requirements, including but not limited to the following:
- (i) submission of the final copy of the By-Laws to Bursa Securities together with a letter of a compliance pursuant to Rule 2.12 of the Listing Requirements and checklist showing compliance with Appendix 6E of the Listing Requirements;
  - (ii) receipt of the approval or approval-in-principle, as the case may be, from Bursa Securities for the listing of and quotation for the new Shares to be issued under the ESS;
  - (iii) procurement of the shareholders' approval for the ESS in a general meeting;
  - (iv) receipt of the approval of any other relevant authorities whose approvals are necessary in respect of the ESS; and
  - (v) fulfilment or waiver (as the case may be) of all conditions attached to any of the abovementioned approvals, if any.

The principal adviser of the Company shall submit a confirmation letter to Bursa Securities of full compliance with the relevant requirements of Bursa Securities stating the Effective Date of implementation of the ESS. The confirmation letter shall be submitted to Bursa Securities no later than five (5) Market Days after the Effective Date.

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**APPENDIX I – DRAFT BY-LAWS (Cont'd)**

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- 13.2 The ESS, when implemented, shall be in force for a period of five (5) years from the Effective Date. The Company may, if the Board deems fit and upon the recommendation of the ESS Committee, extend the ESS for a period of up to a maximum of five (5) years, commencing from the day after the date of expiration of the original five (5) years period, and shall not in aggregate exceed ten (10) years from the Effective Date or such longer period as may be permitted by Bursa Securities or any other relevant authorities. Such extended ESS shall be implemented in accordance with the terms of these By-Laws, save for any amendment and/or change to the relevant statutes and/or regulations then in force. Unless otherwise required by the relevant authorities, no further approvals from the shareholders of the Company shall be required for the extension of the ESS and the Company shall serve appropriate notices to all Eligible Persons and/or make any necessary announcements to any parties and/or Bursa Securities (if required) within thirty (30) days prior to the Date of Expiry or such other period as may be stipulated by Bursa Securities.
- 13.3 ESS Award(s) can only be made from the Effective Date and up to the Date of Expiry.
- 13.4 Notwithstanding anything to the contrary, all unvested ESS Awards shall be deemed terminated and be null and void on the Date of Expiry.
- 13.5 The ESS may be terminated by the ESS Committee at any time before the Date of Expiry PROVIDED THAT an announcement is released to Bursa Securities on the following:
- (i) the effective date of termination ("**Termination Date**");
  - (ii) the number of the Shares vested pursuant to the ESS; and
  - (iii) the reasons and justification for termination.
- 13.6 In the event of termination as stipulated in By-Law 13.5 above, the following provisions shall apply:
- (i) no further ESS Award(s) shall be awarded by the ESS Committee from the Termination Date;
  - (ii) all ESS Award(s) which have yet to be accepted by the Eligible Persons shall automatically lapse and become null and void on the Termination Date; and
  - (iii) any ESS Award(s) which have yet to be vested or exercised (as the case may be and whether fully or partially) awarded under the ESS shall be deemed cancelled and be null and void.
- 13.7 Subject to the requirements under the Listing Requirements, approval or consent of the shareholders of the Company by way of a resolution in a general meeting and written consent of ESS Participant(s) who have yet to be vested their ESS Awards are not required to effect a termination of the ESS.

#### **14. ADMINISTRATION AND IMPLEMENTATION OF THE SCHEME**

- 14.1 The ESS shall be administered by the ESS Committee. The ESS Committee shall, subject to these By-Laws, administer the ESS in such manner as it shall deem fit and with such powers and duties as are conferred upon it by the Board. The decision of the ESS Committee shall be final and binding.

- 14.2 Without limiting the generality of By-Law 14.1, the ESS Committee may, for the purpose of administering the ESS, do all acts and things, rectify any error(s) in the ESS Award(s), execute all documents and delegate any of its powers and duties relating to the ESS as it may at its sole discretion consider to be necessary or desirable for giving effect to the ESS including the powers to:
- (i) subject to the provisions of the ESS, construe and interpret the ESS and ESS Award(s) awarded under it, to define the terms therein and to recommend to thereto establish, amend and revoke rules and regulations relating to the ESS and its administration. The ESS Committee in the exercise of this power may correct any defects, supply any omission, or reconcile any inconsistency in the ESS or in any agreement providing for the ESS Award(s) in a manner and to the extent it shall deem necessary to expedite and make the ESS fully effective; and
  - (ii) determine all question of policy and expediency that may arise in the administration of the ESS and generally exercise such powers and perform such acts as are deemed necessary and/or expedient to promote the best interests of the Company.
- 14.3 The Board shall have power at any time and from time to time to approve, rescind and/or revoke the appointment of any person in the ESS Committee as it shall deem fit.
- 14.4 In implementing the ESS, the ESS Committee may at its absolute discretion decide that the ESS Awards be satisfied by the following methods:
- (i) issuance and allotment of new Shares;
  - (ii) transfer of the UIB Shares held in treasury (if any);
  - (iii) transfer of existing UIB Shares acquired from the market (if any);
  - (iv) payment of the equivalent cash value of such ESS Shares awarded;
  - (v) any other methods as may be permitted by any other relevant law, regulations or authorities, as amended from time to time and any re-enactment thereof; or
  - (vi) a combination of any of the above.

In considering the method of satisfaction as referred to in (i) to (vi) above, the ESS Committee shall take into consideration, amongst others, factors such as the issue price of the Shares, funding requirements of the Group, the potential cost arising from awarding the ESS Awards and dilutive effects on the Company's capital base as well as applicable laws and/or regulatory requirements. The method of satisfaction to be made by the Company shall be at the discretion of the ESS Committee.

## **15. MODIFICATION, VARIATION AND/OR AMENDMENT TO THE SCHEME**

- 15.1 Subject to By-Law 15.2 and compliance with the Listing Requirements, the ESS Committee may at any time and from time to time recommend to the Board any additions, modifications or amendments to or deletions of these By-Laws as it shall, at its sole discretion, deems fit and the Board shall have the power, at any time and from time to time, by resolution to, add, amend, modify and/or delete all or any of the terms in these By-Laws upon such recommendation and the Company will submit the amended By-Laws together with a confirmation letter to Bursa Securities confirming that such amendment and/or modification is in compliance with the provisions of the Listing Requirements pertaining to the ESS and the Rules of Bursa Depository.



- 15.2 Subject to By-Law 15.3, the approval of the shareholders of the Company in general meeting shall not be required in respect of any additions, modifications or amendments to and/or deletions of these By-Laws PROVIDED THAT no additions, modifications or amendments to and/or deletions of these By-Laws shall be made which will:
- (i) materially prejudice any rights which would have accrued to any ESS Participant(s) without the prior consent or sanction of that ESS Participant(s);
  - (ii) increase the number of the Shares available under the ESS beyond the maximum amount set out in By-Law 5 above;
  - (iii) prejudice any rights of the shareholders of the Company; or
  - (iv) alter to the advantage of an Eligible Person and/or ESS Participant(s) in respect of any matters which are required to be contained in the By-Laws pursuant to the Listing Requirements, without the prior approval of the Company's shareholders obtained in a general meeting unless allowed by the provisions of the Listing Requirements.

Such amendment or modification to the By-Laws does not need the prior approval of Bursa Securities. However, the Company shall submit to Bursa Securities a confirmation letter that the amendment or modification does not contravene any of the provisions of the Listing Requirements pertaining to the ESS no later than five (5) Market Days after the effective date of the said amendment or modification is made.

- 15.3 The ESS Committee shall within ten (10) Market Days of any amendment and/or modification made pursuant to these By-Laws notify the ESS Participant(s) in writing of any amendment and/or modification made pursuant to these By-Laws.

## **16. INSPECTION OF THE AUDITED FINANCIAL STATEMENTS**

- 16.1 All ESS Participant(s) are entitled to inspect the latest audited financial statements of the Company at the registered office of the Company during normal business hours on any working day of the registered office.

## **17. SCHEME NOT A TERM OF EMPLOYMENT**

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

## **18. NO COMPENSATION FOR TERMINATION**

- 18.1 No Eligible Person shall be entitled to any compensation for damages arising from the termination of the ESS Awards(s) or the ESS pursuant to the provisions of these By-Laws.

**18.2 Notwithstanding any provisions of these By-Laws:**

- (i) the ESS shall not form part of any contract of employment between the Company or any company within UIB Group and any Eligible Person of any company of UIB Group. The rights of any Eligible Person under the terms of his/her office and/or employment with any company within UIB Group shall not be affected by his/her participation in the ESS, nor shall such participation or the ESS Award(s) or consideration for the ESS Award(s) afford such Eligible Person any additional rights to compensation or damages in consequence of the termination of such office or employment for any reason;
- (ii) the ESS shall not confer on any person any legal or equitable right or other rights under any other law (other than those constituting the ESS Award(s)) against the Company or any company within UIB Group, directly or indirectly, or give rise to any course of action in law or in equity or under any other law against any company within UIB Group;
- (iii) no ESS Participant(s) or his/her personal or legal representative (as the case may be) shall bring any claim, action or proceeding against any company within UIB Group, the ESS Committee or any other party for compensation, loss or damages whatsoever and howsoever arising from the suspension/cancellation of his/her rights to his/her ESS Award(s) or his/her ESS Award(s) ceasing to be valid pursuant to the provisions of these By-Laws; and
- (iv) the Company, the Board (including Directors that had resigned but were on the Board during the duration of the ESS) or the ESS Committee shall in no event be liable to the ESS Participant(s) or his/her personal or legal representative (as the case may be) or any other person or entity for any third party claim, loss of profits, loss of opportunity, loss of savings or any punitive, incidental or consequential damage, including without limitation lost profits or savings, directly or indirectly arising from the breach or non-performance of these By-Laws or any loss suffered by reason of any change in the price of the Shares or from any other cause whatsoever whether known or unknown, contingent, absolute or otherwise, whether based in contract, tort, equity, indemnity, breach of warranty or otherwise and whether pursuant to common law, statute, equity or otherwise, even if any company within UIB Group, the Board or the ESS Committee has been advised of the possibility of such damage.

**19. DISPUTES**

- 19.1 In case any dispute or difference shall arise between the ESS Committee and an Eligible Person or a ESS Participant or in the event of an appeal by an Eligible Person, as the case may be, as to any matter of any nature arising hereunder, such dispute or appeal must have been referred to and received by the ESS Committee during the duration of the ESS. The ESS Committee then shall determine such dispute or difference by a written decision (without the obligation to give any reason thereof) given to the Eligible Person and/or the ESS Participant, as the case may be PROVIDED THAT where the dispute is raised by a member of the ESS Committee, the said member shall abstain from voting in respect of the decision of the ESS Committee in that instance. In the event the Eligible Person or the ESS Participant(s), as the case may be, shall dispute the same by written notice to the ESS Committee within fourteen (14) days of the receipt of the written decision, then such dispute or difference shall be referred to the Board, whose decision shall be final and binding in all respects, PROVIDED THAT any Director of the Company who is also in the ESS Committee shall abstain from voting and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws. Notwithstanding anything herein to the contrary, any costs and expenses incurred in relation to any dispute or difference or appeal brought by any party to the ESS Committee shall be borne by such party.

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**APPENDIX I – DRAFT BY-LAWS (Cont'd)**

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- 19.2 Notwithstanding the foregoing provisions of By-Law 19.1 above, matters concerning adjustments made pursuant to By-Law 9 shall be referred to external auditors or the Adviser of the Company who shall act as experts and not as arbitrators and whose decision shall be final and binding in all respects.

**20. COSTS AND EXPENSES**

- 20.1 Unless otherwise stipulated by the Company in the ESS Award(s), all fees, costs and expenses incurred in relation to the ESS including but not limited to the fees, costs and expenses relating to the allotment and issuance and/or transfer of the Shares pursuant ESS Award(s), shall be borne by the Company. Notwithstanding this, the ESS Participant(s) shall bear any fees, costs and expenses incurred in relation to his/her acceptance of the ESS Award(s) under the ESS and any holding or dealing of the Shares after the Shares have been successfully issued and allotted or transferred to the ESS Participant(s) pursuant to the ESS Award(s), including but not limited to the opening and maintenance of his or her own CDS Account, brokerage commissions and stamp duties.

**21. CONSTITUTION**

- 21.1 In the event of a conflict between any of the provisions of these By-Laws and the Constitution, the provisions of the Constitution shall at all times prevail save and except where such provisions of the By-Laws are included pursuant to the Listing Requirements in which event such provisions of these By-Laws shall prevail.

**22. TAXES**

- 22.1 For the avoidance of doubt, all other costs, fees, levies, charges and/or taxes (including, without limitation, income tax), if any, arising from the acceptance and vesting of the Shares pursuant to the ESS Award(s) and any holding or dealing of such Shares (including but not limited to brokerage commissions and stamp duty) under the ESS shall be borne by the ESS Participant(s) for his own account and the Company shall not be liable for any one or more of such costs, fees, levies, charges and/or taxes.

**23. LISTING OF AND QUOTATION FOR THE SHARES**

- 23.1 An application will be made by the Company for the listing of and quotation for such new Shares to be issued pursuant to ESS Award(s) on the ACE Market.
- 23.2 The Company and the ESS Committee shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and however relating to the delay on the part of the Company in allotting and issuing the Shares or in procuring Bursa Securities to list the Shares for which the ESS Participant(s) are entitled to.

**24. NOTICE**

- 24.1 Any notice under the ESS required to be given to or served upon the ESS Committee by an Eligible Person or ESS Participant(s) or any correspondence to be made between an Eligible Person or ESS Participant(s) to the ESS Committee shall be given or made in writing and either delivered by hand or sent to the ESS Committee or the Company by email or ordinary letter. Notwithstanding the foregoing, proof of posting shall not be evidence of receipt of the letter.

- 24.2 Any notice or request which the Company is required to give, or may desire to give, to any Eligible Person or the ESS Participant(s) pursuant to the ESS shall be in writing and shall be deemed to be sufficiently given;
- (i) if it is sent by ordinary post by the Company to the Eligible Person or the ESS Participant(s) at the last address known to the Company as being his/her address such notice or request shall be deemed to have been received three (3) Market Days after posting;
  - (ii) if it is delivered by hand to the Eligible Person or the ESS Participant(s), such notice or request shall be deemed to have been received on the date of delivery; and
  - (iii) if it is sent by electronic media, including but not limited to electronic mail to the Eligible Person or the ESS Participant(s), such notice or request shall be deemed to have been received by the recipient on the Market Day immediately following the day on which the electronic mail is sent or (in the case of communication by other digital means) on the Market Day immediately following the day on which such communication is effected.

Any change of address of the Eligible Person or the ESS Participant(s) shall be communicated in writing to the Company by email or ordinary letter.

- 24.3 Where any notice which the Company or the ESS Committee is required to give, or may desire to give, in relation to matters which may affect all the Eligible Persons or all the ESS Participant(s) (as the case may be) pursuant to the ESS, the Company or the ESS Committee may give such notice through an announcement to all employees of UIB Group to be made in such manner deemed appropriate by the ESS Participant(s) (including via electronic media). Upon the making of such an announcement, the notice to be made under By-Law 24.2 above shall be deemed to be sufficiently given, served or made to all affected Eligible Persons or ESS Participant(s), as the case may be.

## **25. SEVERABILITY**

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

## **26. DISCLOSURES IN ANNUAL REPORT**

- 26.1 The Company will make such disclosures in its annual report for as long as the ESS continues in operation as from time to time required by the Listing Requirements.

## **27. SUBSEQUENT ESS**

- 27.1 Subject to the approval of Bursa Securities and other relevant authorities, the Company may establish a new ESS after the expiry date of this ESS or upon termination of this ESS.
- 27.2 The Company may implement more than one (1) scheme PROVIDED THAT the aggregate number of shares available under all the schemes does not breach the maximum limit prescribed in the prevailing guidelines issued by Bursa Securities, the Listing Requirements or any other relevant authorities as amended from time to time.

**28. GOVERNING LAW AND JURISDICTION**

- 28.1 The ESS, these By-Laws, all ESS Award(s) awarded and actions taken under the ESS shall be governed by and construed in accordance with the laws of Malaysia.
- 28.2 The Eligible Persons, by accepting the ESS Award(s) in accordance with these By-Laws and terms of the ESS and the Constitution, irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.

**29. ESS AWARD**

- 29.1 During the duration of the ESS as provided under By-Law 13, the ESS Committee may, at its sole discretion, at any time and from time to time award the ESS Award(s) in writing to an Eligible Person subject to the Maximum Allowable Allotment as set out in By-Law 5 and further subject to other terms and conditions of these By-Laws. Each ESS Award(s) awarded to the selected Eligible Person(s) shall be separate and independent from any previous or subsequent ESS Award(s) awarded by the ESS Committee to that Eligible Person.
- 29.2 The actual number of the Shares which may be awarded to an Eligible Person shall be at the discretion of the ESS Committee, subject to any adjustments that may be made under By-Law 9. The number of the Shares arising from the vesting of the ESS Award(s) shall not be less than one hundred (100) Shares nor more than the Maximum Allowable Allotment as set out in By-Law 5 and shall be in multiples of one hundred (100) Shares. The ESS Committee may stipulate any terms and conditions it deems appropriate in the ESS Award(s) and the terms and conditions of each may differ.
- 29.3 The ESS Committee shall, in its ESS Award letter to an Eligible Person, state, amongst others:
- (i) the number of the Shares which the Eligible Person shall be entitled upon acceptance of the ESS Award(s);
  - (ii) the ESS Award Date;
  - (iii) the manner of acceptance of the ESS Award(s);
  - (iv) the closing date for acceptance of the ESS Award(s);
  - (v) the vesting conditions of the ESS Award(s) as determined by the ESS Committee, if any;
  - (vi) the Vesting Date(s); and
  - (vii) any other terms and conditions deemed necessary by the ESS Committee.
- 29.4 Under the ESS, the reference price of the ESS Awards to be awarded will be determined by the ESS Committee based on the 5-day volume weighted average market price of UIB Shares immediately prior to the date which the ESS Award is made to the Eligible Person, or any other basis which our ESS Committee may deem appropriate in compliance with any applicable laws and regulations.
- 29.5 Without prejudice to By-Law 14, in the event the ESS Award letter contains an error on the part of the Company in stating any of the particulars in By-Law 29.3 above, as soon as possible but in any event no later than one (1) month after discovery of the error, the Company shall issue a supplemental ESS Award letter, stating the correct particulars referred to in By-Law 29.3.

**30. ACCEPTANCE**

- 30.1 The ESS Award(s) shall be valid for acceptance by the Eligible Person(s) for a period of thirty (30) days from the ESS Award Date (inclusive) or such period as may be determined by the ESS Committee at its sole discretion on a case to case basis.
- 30.2 The ESS Award(s) shall be accepted by an Eligible Person within the time as aforesaid by written notice to the Company accompanied by a nominal non-refundable payment to the Company of a sum of Ringgit Malaysia One (RM1.00) only, as acceptance of the ESS Award(s).
- 30.3 The day of receipt by the Company of such written notice shall constitute the date of acceptance of the ESS Award(s).
- 30.4 If the ESS Award(s) is not accepted in the manner as set out in By-Law 30.2 and within the time as set out in By-Law 30.1 or in the event of death or cessation of employment of the Eligible Person or the Eligible Person becomes a bankrupt prior to his/her acceptance of the ESS Award(s), the ESS Award(s) shall automatically lapse and become null and void. The ESS Award(s) may, at the discretion of the ESS Committee, be re-offered to other Eligible Person.
- 30.5 Upon acceptance of the ESS Award(s) by the Eligible Person(s), the ESS Award(s) will be vested to the ESS Participant(s) on the Vesting Date(s) during the duration of the ESS subject to the ESS Participant(s) fulfilling the vesting conditions, if any, as determined by the ESS Committee.
- 30.6 The ESS Participant is not required to pay for the Shares they are entitled to receive upon vesting of the ESS Award(s).

**31. ESS VESTING CONDITIONS**

- 31.1 The ESS Committee shall, as and when it deems necessary, review and determine at its own discretion the vesting conditions specified in respect of the ESS Award(s). The Shares to be issued under the ESS Award(s) shall be vested to the ESS Participant(s) on the Vesting Date once the vesting conditions, if any, are fully and duly satisfied which includes amongst others, the following:
- (i) the ESS Participant(s) must remain as an employee and shall not have given a notice to resign or receive a notice of termination as at the Vesting Date; and
  - (ii) any other conditions which are determined by the ESS Committee.
- 31.2 If applicable, where the ESS Committee has determined that the vesting conditions have been fully and duly satisfied, the ESS Committee shall notify the ESS Participant(s) of the number of the Shares vested or which will be vested to him/her on the Vesting Date ("**ESS Vesting Notice**").
- 31.3 No ESS Participant(s) shall have the right to or interest in the Shares under the ESS Award(s) until and unless such number of new Shares are credited into their respective CDS Accounts.

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**APPENDIX I – DRAFT BY-LAWS (Cont'd)**

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- 31.4 The ESS Participant(s) shall provide all information as required in the ESS Vesting Notice and subject to the provisions of the Listing Requirements, the Central Depositories Act, the Rules of Bursa Depository, the Constitution and any other relevant laws, the Company shall within eight (8) Market Days from the Vesting Date or such other period as may be prescribed or allowed by Bursa Securities,
- (i) allot and issue such number of new Shares and/or transfer the relevant number of existing Shares to the ESS Participant(s) (subject to absolute discretion of the ESS Committee);
  - (ii) despatch notices of allotment and/or notice of transfer to the ESS Participant(s) accordingly, if applicable; and
  - (iii) apply for quotation of such new Shares.
- 31.5 The Shares arising from the vesting of the ESS Award(s) shall be credited directly to the CDS Account of the ESS Participant(s) and no physical share certificate will be issued and delivered to the ESS Participant(s) or his authorised nominee as the case may be. The ESS Participant(s) shall provide the ESS Committee with his/her CDS Account number when accepting the ESS Award(s). Any change to the ESS Participant(s)' CDS Account number will need to be made in writing to the ESS Committee.
- 31.6 Any failure to comply with the procedures specified by the ESS Committee or to provide information as required by the Company in the ESS Vesting Notice or inaccuracy in the CDS Account number provided shall result in the ESS Vesting Notice being rejected at the sole discretion of the ESS Committee. The ESS Committee shall inform the ESS Participant of the rejection of the ESS Vesting Notice within five (5) Market Days from the date of rejection and the ESS Participant shall then be deemed not to have vested his/her ESS Award(s).
- 31.7 Notwithstanding anything contrary contained in these By-Laws, the ESS Committee shall have the right, at its sole discretion by notice in writing to the relevant ESS Participant(s) to that effect, to suspend the unvested ESS Award(s) of any ESS Participant(s) who is being subjected to disciplinary proceedings (whether or not such disciplinary proceedings may give rise to a dismissal or termination of service of such ESS Participant or are found to have had no basis or justification) pending the outcome of such disciplinary proceedings.
- 31.8 In addition to the right to suspend, the ESS Committee may impose such terms and conditions as the ESS Committee shall deem appropriate at its sole discretion, on the ESS Participant's unvested ESS Award(s) having regard to the nature of the charges made or brought against such ESS Participant, PROVIDED ALWAYS THAT:
- (i) in the event such ESS Participant is found not guilty of the charges which gave rise to such disciplinary proceedings, the ESS Committee shall reinstate the unvested ESS Award(s) of such ESS Participant;
  - (ii) in the event the disciplinary proceedings result in a recommendation for the dismissal or termination of service of such ESS Participant, all or any part of any unvested ESS Award(s) of the ESS Participant shall immediately lapse and become null and void and of no further force and effect, without notice to the ESS Participant, upon pronouncement of the dismissal or termination of service of such ESS Participant notwithstanding that such recommendation, dismissal and/or termination of service may be subsequently challenged or disputed by the ESS Participant in any other forum; or

- (iii) in the event the ESS Participant is found guilty but no dismissal or termination of service is recommended, the ESS Committee shall have the right to determine at its sole discretion whether or not the ESS Participant may continue to satisfy the vesting conditions of the unvested ESS Award(s).

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

### **32. NON-TRANSFERABILITY**

- 32.1 An ESS Award(s) is personal to the Eligible Person(s) and shall be accepted solely by that Eligible Person(s) and is not capable of being accepted by any third party on behalf of that Eligible Person(s) by his/her representative or any other persons.
- 32.2 Subject to the provisions in these By-Laws, an ESS Award(s) is personal to the ESS Participant(s) during his/her employment or appointment within UIB Group and it shall not be transferred, assigned or disposed of by the ESS Participant(s).

### **33. TERMINATION OF ESS AWARD(S)**

- 33.1 Prior to the full vesting of any ESS Award(s) in the manner as provided for under By-Law 31.2, such ESS Award(s) that remain unvested shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Company in the following circumstances:
  - (i) termination or cessation of employment of the ESS Participant(s) within UIB Group for any reason whatsoever, in such event the unvested ESS Award(s) shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Company or any company within UIB Group on the day the ESS Participant(s)' employer accepts his/her notice of resignation or the ESS Participant(s)' employer notifies the ESS Participant(s) of termination of his/her employment or on the day the ESS Participant(s) notifies his/her employer of his/her resignation or on the ESS Participant(s)' last day of employment, whichever is the earlier;
  - (ii) bankruptcy of the ESS Participant(s), in such event the unvested ESS Award(s) shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Company or any company within UIB Group on the date a receiving order is made against the ESS Participant(s) by a court of competent jurisdiction;
  - (iii) upon the happening of any other event which results in the ESS Participant(s) being deprived of the beneficial ownership of the unvested ESS Award(s), in such event the unvested ESS Award(s) shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Company or any company within UIB Group on the date such event occurs;
  - (iv) winding up or liquidation of the Company, in such event the unvested ESS Award(s) shall be automatically terminated and/or cease to be valid on the following date:
    - (a) in the case of a voluntary winding up, the date on which a provisional liquidator is appointed by the Company; or



- (b) in the case of an involuntary winding up, the date on which a petition for winding up is served on the Company;
- (v) the subsidiary which employs the ESS Participant(s) ceasing to be part of the UIB Group in such event the ESS Award(s) shall be automatically terminated and cease or be deemed to cease to be valid on the date the subsidiary ceases to be part of the UIB Group; or
- (vi) termination of the ESS pursuant to By-Law 13.5, in such event the unvested ESS Award(s) shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Company or any company within UIB Group on the termination date,

whichever shall be applicable.

33.2 Upon the termination of the unvested ESS Award(s) pursuant to By-Laws 33.1 above, the ESS Participant(s) shall have no right to compensation or damages or any claim against the Company or any company within UIB Group from any loss of any right or benefit or prospective right or benefit under the ESS which he/she might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from him/her ceasing to hold office or employment or from the suspension of his/her entitlement to the award of, acceptance or vesting of any ESS Award(s) or his/her ESS Award(s) ceasing to be valid.

33.3 Notwithstanding By-Law 33.1(i) above, the ESS Committee may at its discretion allow for all or any part of any unvested ESS Award(s) to vest in accordance with the provisions of these By-Laws on such terms and conditions as it shall deem fit if the cessation of employment occurs as a result of:

- (i) retirement upon or after attaining the age in accordance with the Company's retirement policy;
- (ii) retirement before attaining the normal retirement age with the consent of his/her employer;
- (iii) ill-health, injury, physical or mental disability;
- (iv) redundancy or retrenchment pursuant to the acceptance by that ESS Participant(s) or a voluntary separation scheme offered by a company within UIB Group; or
- (v) any other circumstance as may be deemed as acceptable to the ESS Committee in its sole discretion,

PROVIDED THAT no ESS Award(s) shall vest after the expiry of the vesting period. Unless the ESS Committee in its discretion permits such vesting in accordance with this By-Law 33.3, any unvested ESS Award(s) shall cease or be deemed to cease to be capable of vesting to the ESS Participant(s) without any liability or right to claim against the Company and/or the ESS Committee and/or the Board.

33.4 Where a ESS Participant(s) dies before the expiry of the vesting period for the ESS Award(s), the ESS Committee may at its discretion determine that all or any part of any unvested ESS Award(s) held by the ESS Participant(s), be vested to the executor or administrator of that deceased ESS Participant(s), and the times or periods at or within which such ESS Award(s) may vest, PROVIDED ALWAYS THAT no ESS Award(s) may vest after the expiry of the vesting period. In this regard, the ESS Committee may require the executor or administrator of that deceased ESS Participant(s) to provide evidence satisfactory to the ESS Committee of his status as such executor or administrator, as the case may be.

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**APPENDIX I – DRAFT BY-LAWS (Cont'd)**

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- 33.5 Notwithstanding By-Law 33.4 above, the ESS Participant(s) may, during his/her lifetime, nominate any of his/her immediate family members who have attained the age of eighteen (18) years at the time of nomination to receive the ESS Award(s) (which are unvested at the time of the death of the deceased ESS Participant(s)) after the death of the deceased ESS Participant(s) but in any event during the duration of the ESS. The ESS Award(s) awarded pursuant to the provision of this By-Law 33.5 may be for the benefit of the estate of the ESS Participant(s) or the personal benefit of the nominated person. The nomination as aforesaid shall be made by the ESS Participant(s) during his/her lifetime and shall be in the prescribed form approved by the ESS Committee and the Shares to be allotted and issued will be in the name of the deceased ESS Participant(s)'s estate or in the name of the nominated person as the ESS Participant(s) shall elect in his/her lifetime. In the event no nomination is made by the ESS Participant(s) during his/her lifetime, the ESS Committee may at its discretion determine that his/her unvested ESS Award(s) shall only be vested to the legal personal representatives pursuant to By-Law 33.4 above.
- 33.6 For the purposes of By-Law 33.5 above, the term "**immediate family members**" shall include the spouse, parent, child (including legally adopted child but excluding stepchild), brother and sister of the ESS Participant(s).

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**1. DIRECTORS' RESPONSIBILITY STATEMENT**

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

**2. CONSENTS AND DECLARATION OF CONFLICT OF INTERESTS****Consent**

M&A Securities, being the Adviser for the Proposed ESS, has given and has not subsequently withdrawn its written consent to the inclusion of its name and all references thereon in the form and context in which they appear in this Circular.

**Conflict of interest**

M&A Securities has no conflict of interest that exists or is likely to exist in its capacity as the Adviser to UIB in relation to the Proposed ESS.

**3. MATERIAL LITIGATION**

Save as disclosed below, as at LPD, neither our Company nor our subsidiaries are engaged in any material litigation, claim or arbitration, either as plaintiff or defendant, and to the best of our Board's knowledge and belief, our Board is not aware of any proceeding, pending or threatened against our Group or of any fact likely to give rise to any proceeding which may materially and adversely affect the financial position or business of our Group.

On 9 July 2025, one of our subsidiaries, Syarikat Logam Unitrade Sdn Bhd ("**Plaintiff**"), filed a Writ of Summons and Statement of Claim in the High Court of Malaya at Kuala Lumpur ("**Claim**") against Top Spectra Sdn Bhd ("**1<sup>st</sup> Defendant**"), Great Concrete Sdn Bhd ("**2<sup>nd</sup> Defendant**"), Anandarao A/L Atchannah ("**3<sup>rd</sup> Defendant**") and Teh Khye Chin ("**4<sup>th</sup> Defendant**") (collectively referred to as the "**Defendants**"). The Claim arose due to the 1<sup>st</sup> Defendant's failure to settle the outstanding sums due and owing to the Plaintiff amounting approximately RM4.1 million (including interest).

The 1<sup>st</sup> Defendant, one of the Plaintiff's customers since May 2021, had been purchasing building materials ("**Goods**") from the Plaintiff. The 1<sup>st</sup> Defendant and 2<sup>nd</sup> Defendant are related companies with common director and shareholder, namely the 3<sup>rd</sup> Defendant. In consideration for the Plaintiff agreeing to supply the Goods on credit to the 1<sup>st</sup> Defendant, the 2<sup>nd</sup> Defendant had provided a corporate guarantee to the Plaintiff whereby the 2<sup>nd</sup> Defendant undertook to perform or procure the performance of the 1<sup>st</sup> Defendant's obligations and/or pay all sums payable by the 1<sup>st</sup> Defendant. Similarly, the 3<sup>rd</sup> Defendant (a director of both the 1<sup>st</sup> Defendant and 2<sup>nd</sup> Defendant) and the 4<sup>th</sup> Defendant (a director of the 2<sup>nd</sup> Defendant) have also provided joint and several guarantees in favour of the Plaintiff to secure the 1<sup>st</sup> Defendant's payment obligations for the supply of Goods.

The 1<sup>st</sup> Defendant had persistently failed to fulfil its payment obligations since 2023, leading to the filing of the Claim in which the Plaintiff sought the following reliefs:

**(a) Against the 1<sup>st</sup> Defendant, 3<sup>rd</sup> Defendant and 4<sup>th</sup> Defendant, jointly and severally:**

- (i) Principal sum of RM3,656,083.10 ("**Principal Sum**");

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**APPENDIX II – FURTHER INFORMATION (Cont'd)**

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- (ii) Interest as at 30 June 2025 amounting to RM420,855.09; and
- (iii) Interest at the rate of 10.0% per annum on the Principal Sum from 1 July 2025 until the date of full and final settlement of the Principal Sum.

**(b) Against the 2<sup>nd</sup> Defendant (in its capacity as corporate guarantor):**

- (i) Sum of RM201,698.45 as at 31 May 2025 (being part of the Principal Sum); and
- (ii) Interest at the rate of 10.0% per annum on RM201,698.45 from 1 June 2025 being the day following the due date of the last applicable invoice, which fell on 31 May 2025, until the date of the full and final settlement.

The Defendants had on 22 August 2025 filed their defence, and the Plaintiff is required to file a reply by 22 September 2025. As at LPD, the matter is fixed for further case management on 24 September 2025.

For avoidance of doubt, the Principal Sum has been fully impaired in our Group's quarterly report on consolidated results for the financial period ended 31 March 2025. As such, there will be no further financial impact to our Group.

#### **4. MATERIAL COMMITMENTS**

As at LPD, save as disclosed below, there are no other material commitments incurred or known to be incurred by our Group that is likely to have an impact on our profits or NA upon becoming enforceable.

	<b>RM'000</b>
<b>Capital expenditure:</b>	
Authorised and contracted for	13,877

#### **5. CONTINGENT LIABILITIES**

As at LPD, there are no contingent liabilities, incurred or known to be incurred, which upon becoming enforceable, may have a substantial impact on the ability of our Group to meet our obligations as and when they fall due.

#### **6. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents are available for inspection at the registered office of our Company at 12th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor during normal business hours (except public holidays) from the date of this Circular up to and including the date of the EGM:

- (i) Constitution of our Company;
- (ii) Audited consolidated financial statements of our Group for FYE 2023 to 2025;
- (iii) Letter of consent and declaration of conflict of interest as referred to in **Section 2 of this Appendix**;
- (iv) Cause papers of material litigations as referred to in **Section 3 of this Appendix**; and
- (v) Draft By-Laws referred to in **Appendix I**.



**UNITRADE INDUSTRIES BERHAD**  
(Registration No. 202101013724 (1414023-X))  
(Incorporated in Malaysia)

## **NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN THAT** an Extraordinary General Meeting ("**EGM**") of Unitrade Industries Berhad ("**UIB**" or the "**Company**") will be held at **Ballroom, Fox Hotel Glenmarie, Level 8, Pusat Komersil Vestland (The GLENZ) East, 6, Jalan Juruanalisis U1/35, Seksyen U1, 40150 Shah Alam, Selangor Darul Ehsan ("Venue")**, on **Thursday, 4 December 2025 at 10.00 a.m.**, or at adjournment thereof, for the purpose of considering and, if thought fit, passing the following resolution with or without any modifications:

### **ORDINARY RESOLUTION 1**

#### **PROPOSED ESTABLISHMENT AND IMPLEMENTATION OF AN EMPLOYEE SHARE SCHEME ("**ESS**") OF UP TO 15.0% OF THE TOTAL ISSUED SHARE CAPITAL OF UIB (EXCLUDING TREASURY SHARES, IF ANY) ("**ESS SHARES**") ("**PROPOSED ESS**")**

**"THAT** subject to the approvals of the relevant authorities and/or parties (if required) being obtained, approval be hereby given to the Board of Directors the Company ("**Board**") to establish and implement an employee share scheme of up to 15.0% of the total issued share capital of UIB (excluding treasury shares, if any) at any point of time during the duration of the ESS for the eligible Directors (both Executive and Non-Executive Directors) and employees of UIB and its subsidiary companies (excluding dormant subsidiaries, if any) who fulfil the eligibility criteria set out in Section 2.3 of the circular ("**Eligible Person(s)**");

**THAT** the Board be hereby authorised to enter into and execute the by-laws constituting the terms of the Proposed ESS ("**By-Laws**") with full powers to assent to any condition, modification, variation and/or amendment in any manner as may be required or imposed by the relevant authorities or as the Board may deem necessary or expedient in the best interest of the Company, and with full powers for the Board to implement, finalise and give full effect to the By-Laws;

**THAT** the Board be hereby authorised to allot and issue new ordinary shares in UIB ("**UIB Share(s)**" or "**Share(s)**") in accordance with the provisions of the By-Laws and where required, to adjust the number and reference price of unvested UIB Shares comprised in the Proposed ESS and method and/or manner in the vesting of the UIB Shares comprised in the Proposed ESS;

**THAT** the new UIB Shares to be issued and allotted pursuant to the Proposed ESS shall, upon allotment and issuance, rank equally in all respects with the existing UIB Shares in issue, except that the ESS Shares will not be entitled to any dividends, rights, allotments and/or other form of distributions that may be declared, made or paid to UIB's shareholders, the entitlement date of which is on or before the date of issuance and allotment of such new UIB Shares;

**THAT** the Proposed ESS shall be in force for a period of 5 years, commencing from the effective date for the implementation of the Proposed ESS, being the date of full compliance with all relevant requirements pursuant to the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad ("**Bursa Securities**") ("**Listing Requirements**") in relation to the Proposed ESS;

**THAT** the Board be hereby authorised to extend the Proposed ESS for a period of up to 5 years, subject to an aggregate of 10 years from the Effective Date or such longer period as may be permitted by Bursa Securities and/or any other relevant authorities;

**AND THAT** the Board be hereby authorised to take all such steps and to execute all necessary documents as the Board may deem fit to give effect to the Proposed ESS with full power to assent to any conditions, variations, modifications and/or amendments in any manner as may be required or imposed by any relevant authorities and to deal with all matters relating thereto and to take all such steps and do all such acts and things in any manner as the Board may consider necessary and/or expedient in the best interest of the Company in order to implement, finalise, complete and to give full effect to the Proposed ESS."

## **ORDINARY RESOLUTIONS 2 TO 9**

### **PROPOSED ALLOCATION OF ESS SHARES TO THE ELIGIBLE PERSONS PURSUANT TO THE PROPOSED ESS**

**"THAT** subject to the approvals of the relevant authorities and/or parties (if required) being obtained for the Proposed ESS, approval be hereby given to the Board be hereby authorised to establish or appoint a committee, comprising representatives from the Board and/or other officers or executives of the Company as may be appointed from time to time by the Board ("**ESS Committee**");

**THAT** subject to any adjustment which may be made under the By-Laws and/or Listing Requirements, the Board is hereby authorised the ESS Committee may, at its sole and absolute discretion, during the duration of the Proposed ESS, allocate and award such number of ESS Shares to the following eligible Directors of the Company:

- |        |   |                       |
|--------|---|-----------------------|
| (i)    | Dato' Abdul Majit Bin Ahmad Khan ( <i>Independent Non-Executive Chairman</i> )        | Ordinary Resolution 2 |
| (ii)   | Sim Keng Chor ( <i>Executive Vice Chairman</i> )                                      | Ordinary Resolution 3 |
| (iii)  | Nomis Sim Siang Leng ( <i>Group Managing Director</i> )                               | Ordinary Resolution 4 |
| (iv)   | Simson Sim Xian Zhi ( <i>Executive Director</i> )                                     | Ordinary Resolution 5 |
| (v)    | Dato' Lok Bah Bah @ Loh Yeow Boo ( <i>Senior Independent Non-Executive Director</i> ) | Ordinary Resolution 6 |
| (vi)   | Cynthia Toh Mei Lee ( <i>Independent Non-Executive Director</i> )                     | Ordinary Resolution 7 |
| (vii)  | Ong Soo Chan ( <i>Independent Non-Executive Director</i> )                            | Ordinary Resolution 8 |
| (viii) | Datin Shivajini Sathya Seelan ( <i>Independent Non-Executive Director</i> )           | Ordinary Resolution 9 |

to grant and/or vesting of the ESS Awards, of which subject to the following conditions:

- (a) the maximum number of UIB Shares, which may be made available pursuant to the Proposed ESS shall not in aggregate be more than 15.0% of the total number of issued UIB Shares (excluding treasury shares, if any) at any point in time during the duration of the Proposed ESS ("**Maximum ESS Shares**");
- (b) the number of UIB Shares allocated to any Eligible Person who, either singly or collectively through persons connected with that Eligible Person, holds 20.0% or more of the total issued share capital of UIB (excluding treasury shares, if any), shall not exceed 10.0% of the Maximum ESS Shares;
- (c) the eligible Directors and senior management of the Group (excluding dormant subsidiaries, if any) who are eligible shall not participate in the deliberation or discussion of their own allocations and/or allocations to persons connected with them;
- (d) the maximum number of ESS Shares allocated, in aggregate, to the Directors and key senior management of the Group pursuant to the Proposed ESS shall not exceed 75.0% of the Maximum ESS Shares available under the Proposed ESS; and
- (e) any performance target (which may be determined by the ESS Committee) to be achieved prior to the ESS Awards being awarded to the Eligible Person.

## BY ORDER OF THE BOARD

TAI YIT CHAN (SSM Practicing Certificate No.: 202008001023) (MAICSA 7009143)  
TAN AI NING (SSM Practicing Certificate No.: 202008000067) (MAICSA 7015852)  
NELSON FOO CHEAN EE (SSM Practicing Certificate No.: 202008003986) (MAICSA 7070316)  
Company Secretaries

Selangor Darul Ehsan  
Date: 10 September 2025

### Notes:

1. For the purpose of determining who shall be entitled to attend this meeting, the Company shall be requesting Bursa Malaysia Depository Sdn. Bhd. to make available to the Company a Record of Depositors as at **28 November 2025** and only depositors whose names appear in such Record of Depositors shall be regarded as members and be entitled to attend, participate, speak and vote at the EGM and entitled to appoint proxy or proxies.
2. A member of the Company entitled to attend and vote at the EGM is entitled to appoint another person as his/her proxy to exercise all or any of his/her rights to attend, participate, speak and vote in his/her stead pursuant to Section 334 of the Companies Act 2016. A proxy may but need not be a member of the Company. There shall be no restriction as to the qualification of the proxy.
3. Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("**Omnibus Account**"), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each Omnibus Account it holds. An exempt authorised nominee refers to an authorised nominee defined under the Securities Industry (Central Depositories) Act 1991 ("**SICDA**") which is exempted from compliance with the provisions of subsection 25A(1) of SICDA.
4. A member of the Company may appoint up to two (2) proxies to attend and vote at the same meeting. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless he/she specifies the proportion of his/her shareholding to be represented by each proxy.
5. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing. If the appointer is a corporation, the instrument must be executed under its Common Seal or under the hand of an attorney so authorised. Any alterations in the Form of Proxy must be initialed by the member.
6. In the event the member(s) duly executes the Form of Proxy but does not name any proxy, such member(s) shall be deemed to have appointed the Chairman of the Meeting as his/her/their proxy, provided always that the rest of the Form of Proxy, other than the particulars of the proxy, have been duly completed by the member(s).
7. 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 that power of attorney, must be deposited at the office of Company's Share Registrar, Boardroom Share Registrars Sdn Bhd at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor not less than forty-eight (48) hours before the time appointed for holding this meeting or adjourned meeting. Alternatively, the instrument appointing a proxy may be electronically submitted to Boardroom Share Registrars Sdn. Bhd. via Boardroom Smart Investor Online Portal at <https://investor.boardroomlimited.com>. Please refer to the Administrative Guide for further information on electronic submission of Proxy Forms.
8. Pursuant to the Rule 8.31A(1) of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad requires all resolutions set out in the Notice of Extraordinary General Meeting to vote by way of poll. Poll administrator and Independent Scrutineers will be appointed to conduct the polling process and verify the results of the poll respectively.

### Personal data privacy:

*By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.*



**UNITRADE INDUSTRIES BERHAD**  
(Registration No. 202101013724 (1414023-X))  
(Incorporated in Malaysia)

<b>No. of Shares held</b>	
<b>CDS Account No.</b>	

**FORM OF PROXY**

\*I/We \_\_\_\_\_  
[Full name of shareholder, in capital letters]

\*NRIC No./Passport No./Registration No. \_\_\_\_\_ of \_\_\_\_\_  
[Full address]

\_\_\_\_\_ being a \*Member/Members of UNITRADE

INDUSTRIES BERHAD ("Company"), hereby appoint

Full Name (in Block)	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			
Email Address			
Telephone No.			

and/or\*

Full Name (in Block)	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			
Email Address			
Telephone No.			

or failing \*him/her, the Chairman of the Meeting as \*my/our proxy to vote for \*me/us and on \*my/our behalf at the Extraordinary General Meeting of the Company to be held at **Ballroom, Fox Hotel Glenmarie, Level 8, Pusat Komersil Vestland (The GLENZ) East, 6, Jalan Juruanalisis U1/35, Seksyen U1, 40150 Shah Alam, Selangor Darul Ehsan ("Venue")**, on **Thursday, 4 December 2025 at 10.00 a.m.** or at adjournment thereof in the manner as indicated below:-

No.	RESOLUTION	AGENDA	FOR	AGAINST
1.	Ordinary Resolution 1	Proposed ESS		
2.	Ordinary Resolution 2	Proposed allocation to Dato' Abdul Majit Bin Ahmad Khan		
3.	Ordinary Resolution 3	Proposed allocation to Sim Keng Chor		
4.	Ordinary Resolution 4	Proposed allocation to Nomis Sim Siang Leng		
5.	Ordinary Resolution 5	Proposed allocation to Simson Sim Xian Zhi		
6.	Ordinary Resolution 6	Proposed allocation to Dato' Lok Bah Bah @ Loh Yeow Boo		
7.	Ordinary Resolution 7	Proposed allocation to Cynthia Toh Mei Lee		
8.	Ordinary Resolution 8	Proposed allocation to Ong Soo Chan		
9.	Ordinary Resolution 9	Proposed allocation to Datin Shivajini Sathya Seelan		

\*Strike out whichever is not desired.

[Please indicate with an "X" or "√" in the space provided above on how you wish your vote to be cast on the resolutions specified. In the absence of specific directions, your proxy will vote or abstain as he/she thinks fit.]



\_\_\_\_\_  
Signature/Common Seal of Member/(s)

Number of shares  
held: \_\_\_\_\_

Date: \_\_\_\_\_

Fold this flap for sealing

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**Notes:**

1. For the purpose of determining who shall be entitled to attend this meeting, the Company shall be requesting Bursa Malaysia Depository Sdn. Bhd. to make available to the Company a Record of Depositors as at 28 November 2025 and only depositors whose names appear in such Record of Depositors shall be regarded as members and be entitled to attend, participate, speak and vote at the EGM and entitled to appoint proxy or proxies.
2. A member of the Company entitled to attend and vote at the EGM is entitled to appoint another person as his/her proxy to exercise all or any of his/her rights to attend, participate, speak and vote in his/her stead pursuant to Section 334 of the Companies Act 2016. A proxy may but need not be a member of the Company. There shall be no restriction as to the qualification of the proxy.
3. Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("Omnibus Account"), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each Omnibus Account it holds. An exempt authorised nominee refers to an authorised nominee defined under the Securities Industry (Central Depositories) Act 1991 ("SICDA") which is exempted from compliance with the provisions of subsection 25A(1) of SICDA.
4. A member of the Company may appoint up to two (2) proxies to attend and vote at the same meeting. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless he/she specifies the proportion of his/her shareholding to be represented by each proxy.

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Affix  
Stamp

**THE SHARE REGISTRAR  
c/o: BOARDROOM SHARE REGISTRARS SDN BHD  
(Registration No. (199601006647 (378993-D)))**

11th Floor, Menara Symphony,  
No. 5, Jalan Prof. Khoo Kay Kim,  
Seksyen 13, 46200 Petaling Jaya,  
Selangor

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5. The instrument appointing a proxy shall be in writing under the hand of the appointer or his/her attorney duly authorised in writing. If the appointer is a corporation, the instrument must be executed under its Common Seal or under the hand of an attorney so authorised. Any alterations in the Form of Proxy must be initialed by the member.
6. In the event the member(s) duly executes the Form of Proxy but does not name any proxy, such member(s) shall be deemed to have appointed the Chairman of the Meeting as his/her/their proxy, provided always that the rest of the Form of Proxy, other than the particulars of the proxy, have been duly completed by the member(s).
7. 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 that power of attorney, must be deposited at the office of Company's Share Registrar, Boardroom Share Registrars Sdn Bhd's at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor not less than forty-eight (48) hours before the time appointed for holding this meeting or adjourned meeting. Alternatively, the instrument appointing a proxy may be electronically submitted to Boardroom Share Registrars Sdn. Bhd. via Boardroom Smart Investor Online Portal at <https://investor.boardroomlimited.com>. Please refer to the Administrative Guide for further information on electronic submission of Proxy Forms.
8. Pursuant to Rule 8.31A(1) of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad, all resolutions set out in the Notice of Extraordinary General Meeting to vote by way of poll. Poll administrator and Independent Scrutineers will be appointed to conduct the polling process and verify the results of the poll respectively.

**Personal data privacy:**

*By submitting an instrument appointing a proxy(ies) and /or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 10 September 2025.*