

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

The Circular has been reviewed by M & A Securities Sdn Bhd, as the Adviser to Rohas Tecnic Berhad ("**RTB**") for the Proposed LTIP (as defined herein).

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ROHAS TECNIC BERHAD

(Registration No. 199401016997 (302675-A))
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

PROPOSED ESTABLISHMENT AND IMPLEMENTATION OF A LONG TERM INCENTIVE PLAN ("LTIP") OF UP TO 15.0% OF THE COMPANY'S TOTAL NUMBER OF ISSUED SHARES (EXCLUDING TREASURY SHARES, IF ANY) AT ANY POINT IN TIME OVER THE DURATION OF THE LTIP FOR ELIGIBLE DIRECTORS OF RTB AND EMPLOYEES OF RTB AND ITS SUBSIDIARY(IES) (EXCLUDING THOSE WHICH ARE DORMANT), WHO FULFIL THE ELIGIBILITY CRITERIA AS SET OUT IN THE BY-LAWS OF THE LTIP ("PROPOSED LTIP")

AND

PROPOSED ALLOCATION OF LTIP AWARDS TO THE ELIGIBLE DIRECTORS OF RTB AND EMPLOYEES WHO ARE PERSONS CONNECTED TO THE ELIGIBLE DIRECTORS PURSUANT TO THE PROPOSED LTIP ("PROPOSED ALLOCATION")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser



M & A SECURITIES SDN BHD

(Registration No. 197301001503 (15017-H))
(A Wholly-Owned Subsidiary of Insas Berhad)
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Extraordinary General Meeting ("**EGM**") of our Company will be held at Topas Room, Ground Floor, The Saujana Hotel Kuala Lumpur, Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Shah Alam, Selangor Darul Ehsan, Malaysia on Tuesday, 28 July 2026 at 10.00 a.m. The Notice of EGM, together with the Form of Proxy are enclosed in this Circular which are available for download from RTB's website at www.rohastecnic.com or Bursa Securities' website at www.bursamalaysia.com.

If you are unable to attend and vote in person at the EGM, you may appoint a proxy or proxies to attend and vote on your behalf. If you decide to appoint a proxy to attend and vote on your behalf at the EGM, the Form of Proxy should be completed and lodged at the office of the Share Registrar, Securities Services (Holdings) Sdn Bhd at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours before the time holding for the EGM or at any adjournment thereof. Alternatively, Proxy Form may be submitted to Securities Services (Holdings) Sdn Bhd via facsimile (Fax No.: 03-2094 9940/ 03-2095 0292) or by email to info@sshsb.com.my, in either case, not less than forty-eight (48) hours before the time for holding the EGM or any adjournment thereof. The lodging of the Form of Proxy will not preclude you from attending and voting at the forthcoming EGM if you subsequently wish to do so.

Last date and time for lodging the Form of Proxy : Sunday, 26 July 2026 at 10.00 a.m.
Date and time of the EGM : Tuesday, 28 July 2026 at 10.00 a.m.

This Circular is dated 24 June 2026

DEFINITIONS

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

Act	: Companies Act 2016
Board	: Board of Directors of RTB
Bursa Depository	: Bursa Malaysia Depository Sdn Bhd (Registration No.: 198701006854 (165570-W))
Bursa Securities	: Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W))
By-Laws	: By-Laws governing the LTIP, as may be amended, modified, altered and/ or supplemented from time to time
Circular	: This circular to shareholders dated 24 June 2026
Director(s)	: A natural person who holds a directorship within the Group and shall have the meaning assigned to it in Section 2(1) of the Act and Section 2(1) of the Capital Markets And Services Act 2007
Effective Date	: The effective date of implementation of the Proposed LTIP in accordance with Paragraph 6.43 of the Listing Requirements
EGM	: Extraordinary general meeting
Eligible Person(s)	: Directors (including non-executive Directors) and/ or employees of our Group who fulfil the criteria of eligibility to participate in the Proposed LTIP as stipulated in the By-Laws
EPS	: Earnings per share
ESOS Option(s)	: The award of such number of ESOS Option(s) to an Eligible Person to subscribe for RTB Share(s) at the Option Price in the manner and subject to the terms and conditions provided in the By-Laws
ESOS Grantee(s)	: Eligible Person(s) who has accepted the ESOS Option(s) in the manner provided in the By-Laws
ESS Award(s)	: The award of such number of existing RTB Share(s) to an Eligible Person in the manner and subject to the terms and conditions provided in the By-Laws
ESS Participant(s)	: Eligible Person(s) who has accepted the ESS Award(s) in the manner provided in the By-Laws
FYE	: Financial year ended/ ending 31 December, where relevant
Listing Requirements	: Main Market Listing Requirements of Bursa Securities
LPD	: 31 May 2026, being the latest practicable date prior to the date of this Circular
LTIP	: Long term incentive plan
LTIP Award(s)	: Collectively, the ESS Award(s) and ESOS Option(s)

DEFINITIONS (Cont'd)

LTIP Award Date	:	The date on which the LTIP is awarded to the Eligible Person(s)
LTIP Committee	:	The committee comprising members who shall be duly appointed and authorised by our Board pursuant to the By-Laws to implement, allocate and administer the LTIP
LTIP Participant(s)	:	ESOS Participants and ESS Participants
M&A Securities	:	M & A Securities Sdn Bhd (Registration No. 197301001503 (15017-H))
NA	:	Net assets
Option Price	:	The price at which ESOS Grantee(s) shall be entitled to subscribe for RTB Share(s) upon the exercise of the ESOS Option(s), as initially determined and as may be adjusted, pursuant to the provisions of the By-Laws
Proposed Allocation	:	Proposed allocation of LTIP awards to the eligible Directors of RTB and employees who are persons connected to the eligible Directors pursuant to the Proposed LTIP
Proposed ESOS	:	Proposed employees' share option scheme
Proposed ESS	:	Proposed employee share scheme
Proposed LTIP or Scheme	:	Proposed establishment and implementation of LTIP of up to 15.0% of our Company's total number of issued shares (excluding treasury shares, if any) at any point in time over the duration of the LTIP for Directors and employees of RTB Group (excluding those which are dormant), who fulfil the eligibility criteria as set out in the by-laws of the LTIP. The Proposed LTIP comprises of Proposed ESS and Proposed ESOS
RTB or Company	:	Rohas Tecnic Berhad (Registration No. 199401016997 (302675-A))
RTB Group or Group	:	RTB and its subsidiaries
RTB Share(s) or Share(s)	:	Ordinary share(s) in RTB
RM and sen	:	Ringgit Malaysia and sen, respectively
Senior Management	:	Employees of the Group (excluding dormant subsidiaries and foreign subsidiaries, if any) holding senior positions, as determined by the LTIP Committee and subject to such criteria as the LTIP Committee may, in its sole and absolute discretion, prescribe from time to time
5D-VWAMP	:	5-day volume weighted average market price

DEFINITIONS (Cont'd)

For the purpose of this Circular, all references to a time of day shall be a reference to Malaysian time unless otherwise stated. In this Circular, words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and vice versa. References to persons shall, where applicable, include corporations.

Certain figures included in this Circular have been subject to rounding adjustments. All references to "our Company" in this Circular are to RTB, references to "our Group" are to our Company and our subsidiaries, collectively, and references to "we", "us", "our" and "ourselves" are to our Company, and where the context requires, shall include our subsidiary. All references to "you" or "your" in this Circular are to the shareholders of our Company, unless the context otherwise requires.

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

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

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EXECUTIVE SUMMARY

THIS EXECUTIVE SUMMARY HIGHLIGHTS THE SALIENT INFORMATION REGARDING THE PROPOSED LTIP. YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE ENTIRE CONTENTS OF THIS CIRCULAR, INCLUDING THE APPENDICES, BEFORE VOTING ON THE ORDINARY RESOLUTIONS PERTAINING TO THE PROPOSED LTIP TO BE TABLED AT THE FORTHCOMING EGM.

The Board is recommending shareholders of RTB to vote **IN FAVOUR** of the resolutions in relation to the Proposed LTIP and Proposed Allocation to be tabled at the forthcoming EGM. In respect of the Proposed LTIP and Proposed Allocation, all the Directors have abstained from giving any opinion or recommendation on the resolutions in their respective entitlements and the entitlements to the person(s) connected with them, if any.

Key information	Description	Reference to Circular
Details of the Proposed LTIP	: Establishment and implementation of LTIP that involves up to 15.0% of the total number of issued shares (excluding treasury shares, if any) at any point in time during the duration of the Proposed LTIP.	Section 2
Rationale of the Proposed LTIP	: Our Board expects the Proposed LTIP to contribute positively to our Group based on the key rationale as 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 reward the Eligible Persons by allowing them to participate in our Group's profitability and eventually realise any potential capital gains arising from possible appreciation in the value of RTB Shares; (iii) to make our Group's remuneration scheme more competitive to attract more skilled and experienced individuals to join our Group and contribute to our continued growth; (iv) to motivate the Eligible Persons towards achieving improved performance through greater productivity and loyalty; and (v) to inculcate a greater sense of belonging and dedication as the Eligible Persons are given the opportunity to participate directly in the equity of our Company. The Proposed LTIP is also extended to the Non-Executive Directors of RTB to recognise their contribution to our Company and enable them to participate in our Company's future growth.	Section 4

EXECUTIVE SUMMARY

Key information	Description	Reference to Circular
Approvals required	<p>: The Proposed LTIP is subject to the following approvals being obtained:</p> <ul style="list-style-type: none">(i) approval of the shareholders of RTB at the forthcoming EGM;(ii) approval-in-principle from Bursa Securities for the listing of and quotation for such number of Shares to be issued under the Proposed LTIP, on the Main Market of Bursa Securities, which was obtained on 3 June 2026; and(iii) any other relevant persons or authorities, if required. <p>The Proposed Allocation is conditional upon the Proposed LTIP but not vice versa. The Proposed LTIP and Proposed Allocation are not conditional upon any other corporate proposals undertaken or to be undertaken by RTB.</p>	Section 8
Interests of Directors, major shareholders, chief executive and/or persons connected to them	All directors of RTB are entitled to participate in the Proposed LTIP and are therefore deemed interested in the Proposed LTIP to the extent of their respective allocations, if any, as well as allocations to persons connected with them, if any, under the Proposed LTIP.	Section 10
Directors' Statement and Recommendation	<p>Our Board after having considered all aspects of the Proposed LTIP (including, but not limited to the proposed utilisation of proceeds, rationale and the effects as set out in Sections 3, 4 and 6 of this Circular, respectively), is of the opinion that the Proposed LTIP is in the best interest of our Company and our shareholders.</p> <p>Accordingly, our Board recommends that you VOTE IN FAVOUR of the resolutions pertaining to the Proposed LTIP to be tabled at the forthcoming EGM of our Company.</p>	Section 11



ROHAS TECNIC BERHAD
(Registration No. 199401016997 (302675-A))
(Incorporated in Malaysia)

Registered office:

29-2, Level 29, Oval Damansara
685, Jalan Damansara
Taman Tun Dr. Ismail
60000 Kuala Lumpur

24 June 2026

Board of Directors

Shaharuddin Bin Zainuddin (*Independent Non-Executive Chairman*)
Sia Bun Chun (*Non-Independent Non-Executive Director*)
Wan Afzal-Aris Bin Wan Azmi (*Non-Independent Non-Executive Director*)
Kamarol Zaman Bin Radzak (*Independent Non-Executive Director*)
Amylia Azlan (*Independent Non-Executive Director*)
Pauline Teh @ Pauline Teh Abdullah (*Independent Non-Executive Director*)

To: Our shareholders,

Dear Sir/ Madam,

(I) PROPOSED LTIP; AND
(II) PROPOSED ALLOCATION

1. INTRODUCTION

On 9 April 2026, M&A Securities had, on behalf of our Board, announced that we proposed to undertake the Proposed LTIP.

On 3 June 2026, Bursa Securities resolved to approve the listing of and quotation for such number of new Shares, representing up to 15.0% of RTB's total number of issued shares (excluding treasury shares, if any) to be issued pursuant to the Proposed LTIP on the Main Market of Bursa Securities subject to the conditions as set out in Section 8 of this Circular.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH DETAILS ON THE PROPOSED LTIP, TO SET OUT OUR BOARD'S OPINION AND RECOMMENDATION ON THE PROPOSED LTIP AND TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS TO GIVE EFFECT TO THE PROPOSED LTIP TO BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF EGM AND THE FORM OF PROXY ARE ENCLOSED WITH THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CONSIDER THE CONTENTS OF THIS CIRCULAR IN RELATION TO THE PROPOSED LTIP AND PROPOSED ALLOCATION TOGETHER WITH THE APPENDICES CONTAINED HEREIN CAREFULLY BEFORE VOTING ON THE RESOLUTIONS TO GIVE EFFECT TO THE PROPOSED LTIP TO BE TABLED AT THE FORTHCOMING EGM.

2. DETAILS OF THE PROPOSED LTIP

The Proposed LTIP entails the establishment of a Scheme which comprises the Proposed ESS and Proposed ESOS to attract, retain, motivate and reward the Eligible Person(s), in accordance with the By-Laws.

The Proposed LTIP will be administered by the LTIP Committee and governed by the By-Laws. The LTIP Committee will have absolute discretion in administering the Scheme including prescribing financial and performance criteria and such other conditions as it may deem fit.

In considering whether to issue new RTB Shares and/ or transfer of our Company's treasury shares or any other methods as may be permitted by the Act, the LTIP Committee will take into consideration, amongst others, factors such as the issue price of the new RTB Shares (which shall be determined based on fair value of the RTB Shares as at the LTIP Award Date), the prevailing market price of the RTB Shares, funding requirements of our Group, future returns and the potential cost arising from the granting of the LTIP Awards. Further details on the potential cost arising from the granting of the LTIP Awards are set out in Section 6.3 of this Circular.

The salient terms of the Proposed LTIP, details of which will be governed by the By-Laws, are set out in the ensuing sections.

2.1 Proposed ESS

The Proposed ESS is intended to allow RTB to reward the Eligible Persons through the ESS Award(s), subject to the terms and conditions of the By-Laws.

Upon acceptance of the ESS Participant(s), the ESS Awards will be vested to the ESS Participants at no consideration over the duration of the Proposed LTIP, subject to the ESS Participants fulfilling the vesting conditions as may be determined by the LTIP Committee in accordance with the By-Laws. The reference price of the ESS Awards to be awarded will be determined based on the fair value of the ESS Awards, which will take into account, amongst others, the market price of the RTB Shares as at or prior to the award date of the ESS Awards. ESS Participants will be required to pay a nominal sum of RM1.00 as a non-refundable consideration for the acceptance of each ESS Award(s), regardless of the number of Shares comprised in the ESS Award(s).

In implementing the Proposed ESS, the LTIP Committee may, at its absolute discretion, decide that the LTIP Award(s) be satisfied by the following methods:

- (i) issuance of existing RTB Share(s);
- (ii) acquisition and/ or transfer of existing shares from the open market of Bursa Securities;
- (iii) transfer of the Company's treasury shares (if any);
- (iv) any other methods as may be permitted by the Act; and
- (v) a combination of any of the above.

2.2 Proposed ESOS

The Proposed ESOS is intended to allow us to reward the Eligible Persons through the ESOS Option(s) to subscribe for RTB Shares at the Option Price, subject to the terms and conditions of the By-Laws.

Upon acceptance of the Offer by the ESOS Grantee(s), the ESOS Options will be vested to the ESOS Grantee at the Option Price over the duration of the Proposed LTIP, subject to the ESOS Grantee fulfilling the vesting conditions as may be determined by the LTIP Committee in accordance with the By-Laws.

In implementing the Proposed ESOS, the LTIP Committee may, at its absolute discretion, decide that the LTIP Award(s) be satisfied by the following methods:

- (i) allotment and issuance of new RTB Shares(s);
- (ii) acquisition of the Company's treasury shares (if any)
- (iii) any other methods as may be permitted by the Act; and
- (iv) a combination of any of the above.

Subject to any adjustments to be made under the By-Laws and pursuant to the Listing Requirements, the Option Price shall be based on a price to be determined by the Board upon recommendation of the LTIP Committee based on the 5D-VWAMP of RTB Shares immediately preceding the date of the Offer with a discount of not more than 10.0% or such other percentage of discount as may be permitted by Bursa Securities or any other relevant authorities from time to time during the duration of the Proposed LTIP.

2.3 Salient terms of the Proposed LTIP

(a) Maximum number of RTB Shares available under the Proposed LTIP

As at LPD:

- (i) RTB has an issued share capital of RM299,484,409 comprising 472,657,651 Shares; and
- (ii) RTB does not retain any treasury shares.

The maximum number of Shares, which may be made available pursuant to the Proposed LTIP shall not in aggregate exceed 15.0% of the total number of issued Shares of RTB (excluding treasury shares, if any) at any point in time during the duration of the Proposed LTIP.

(b) Basis of allotment and maximum allowable allotment

Subject to Section 2.3(a) of this Circular and any adjustments which may be made under the By-Laws, the maximum number of RTB Shares that may be awarded to any of the Eligible Persons of the RTB Group who are entitled to participate in the Proposed LTIP are subject to the following parameters:

- (i) the Directors and Senior Management do not participate in the deliberation or discussion of their own allocation and/ or allocations to persons connected with them;
- (ii) the aggregate number of new RTB Shares to be issued under the Proposed LTIP shall not exceed the maximum allowable allocation limit and the LTIP Committee shall not be obliged in any way to offer an Eligible Person the LTIP Award(s) for all the specified maximum number of RTB Shares the Eligible Person is entitled under the Proposed LTIP;
- (iii) the number of RTB Shares allocated to any Eligible Person who, either singly or collectively through persons connected with the Eligible Person, holds 20.0% or more of the total number of issued shares (excluding treasury shares) of RTB, does not exceed 10.0% of the total number of new RTB Shares to be allocated under the Scheme;
- (iv) not more than 80%⁽¹⁾ of the new RTB Shares available under the Scheme shall be allocated in aggregate to the Directors and senior management of the RTB Group who are Eligible Persons; and
- (v) any performance target to be achieved before the LTIP Awards can be exercised and /or vested by an Eligible Person shall be determined by the LTIP Committee,

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

Note:

- (1) The breakdown of percentage between the eligible Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) shall be determined at the discretion of the LTIP Committee. The basis in arriving at this threshold takes into account the number of Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) who are eligible to participate in the Proposed LTIP and was determined after considering that the eligible Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) are the key drivers that spearhead the long-term direction, performance and growth of the Group's businesses.

The allocation of not more than 80.0% is intended to further encourage the eligible Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) for their future contribution towards strengthening the Group's overall financial performance and maximising total shareholder returns. As such, the Proposed LTIP aims to reward and retain the eligible Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) for their performance, commitment, dedication and loyalty which are expected to lead to improved stakeholders' value.

The basis for determining the aggregate number of RTB Shares that may be offered and/ or allocated under the Scheme to an Eligible Person shall be at the sole and absolute discretion of the LTIP Committee after taking into consideration, amongst others, the seniority, job grading, performance, length of service and/ or contribution to the Group by the Eligible Person and/ or such other matters which the LTIP Committee may in its sole and absolute discretion deem fit and the maximum allowable allocation as decided by the LTIP Committee.

The LTIP Committee has the sole and absolute discretion in determining whether the total number of RTB Shares which may be made available under the Scheme shall be staggered over the duration of the Scheme or in 1 single grant, and if on a staggered basis, the maximum allocation available for each financial year over the duration of the Proposed LTIP.

(c) Eligibility

Subject to the discretion of the LTIP Committee, only Eligible Persons who meet the following conditions as at the LTIP Award Date shall be eligible to participate in the Proposed LTIP:

- (i) in respect of an employee and/ or Senior Management of the Group, the person must fulfil the following criteria as at the LTIP Award Date:
 - (a) is at least 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - (b) is employed by the Group on a full-time basis or serving in a specific designation under an employment contract with the Group (or any other contract as may be determined by the LTIP Committee) and is on the payroll of any company within the Group;
 - (c) must have been in employment of the Group for a period of at least 6 months (or any other period as may be determined by the LTIP Committee) prior to the LTIP Award Date;
 - (d) has not served any notice of resignation, received notice of termination or otherwise ceased or had his/her employment terminated;
 - (e) is confirmed in writing as a full time employee of the Group prior to and up to the LTIP Award Date; and
 - (f) fulfils any other criteria and/ or falls within such category as may be determined by the LTIP Committee at its sole discretion from time to time.
- (ii) in respect of a Director, the Director must fulfil the following criteria as at the LTIP Award Date:
 - (a) is at least 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - (b) is appointed as a Director of the Company or any company within the Group for such periods as may be determined by the LTIP Committee prior to and up to the LTIP Award Date; and
 - (c) has not given any notice of resignation, received notice of termination or otherwise ceased or had his/ her employment terminated;

- (d) fulfils any other criteria and/ or falls within such category as may be determined by the LTIP Committee at its sole discretion from time to time.

Notwithstanding the above, the selection of any Director or employee for participation in the Proposed LTIP, eligibility and number of LTIP Award(s) to be awarded shall be at the sole and absolute discretion of the LTIP Committee and the decision of the LTIP Committee shall be final and binding. In determining the eligibility of an Eligible Person to participate in the Proposed LTIP, the LTIP Committee may take into account amongst other factors, job grading, length of service and/ or contribution to the relevant company within the Group, and/ or such other factors that the LTIP Committee may in its sole and absolute discretion deem fit.

The LTIP Committee shall have the discretion to determine whether any vesting condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, and further to amend any vesting conditions if the LTIP Committee decides that a changed performance target would be a fairer measure of performance.

Eligibility under the Proposed LTIP does not confer on an Eligible Person any claim or right to participate in or any rights whatsoever under the Proposed LTIP and an Eligible Person does not acquire or have any rights over or in connection with the LTIP Award(s) unless the LTIP Award(s) has been made by the LTIP Committee to the Eligible Person and the Eligible Person has accepted the LTIP Awards in accordance with the provisions of the By-Laws.

(d) Duration and termination of the Scheme

The Proposed LTIP, when implemented, shall be in force for a period of 5 years from the Effective Date of the Scheme, subject however to any extension as provided under the By-Laws.

On or before the expiry of the above initial 5-year period, the Proposed LTIP may be extended by the Board at its absolute discretion, without having to obtain approval from shareholders, for a further period of up to 5 years, but will not in aggregate exceed 10 years from the Effective Date or such longer period as may be allowed by the relevant authorities. In the event the Proposed LTIP is extended in accordance with this provision, the LTIP Committee shall furnish a written notification to all LTIP Participant(s), and the Company shall make necessary announcements to Bursa Securities prior to the proposed extension of the Scheme.

Subject to compliance with the requirements of Bursa Securities and any other relevant regulatory authorities, the LTIP Committee may at any time during the duration of the Scheme terminate the Scheme provided that an announcement is released to Bursa Securities on the following:

- (i) effective date of termination of the Scheme;
- (ii) number of RTB Shares vested pursuant to the Proposed LTIP; and
- (iii) reasons for termination of the Proposed LTIP.

In the event of termination of the Proposed LTIP, the following provisions shall apply:

- (i) no further LTIP Awards shall be made by the LTIP Committee;
- (ii) all outstanding LTIP Awards unexercised shall be automatically terminated; and

- (iii) all unvested and/ or unexercised ESOS Options and/ or ESS Awards by the Eligible Persons shall automatically lapse.

Subject to the requirements under the Listing Requirements, approval or consent of the shareholders of the RTB by way of a resolution in a general meeting and written consent of LTIP Participants who have yet to accept their LTIP Award(s) and/or exercise their vested ESOS Options are not required to effect a termination of the Proposed LTIP.

(e) Rights of a LTIP Participant(s)

The LTIP Award(s) shall not carry any right to vote at any general meeting of the Company.

A LTIP Participant shall not be entitled to any dividends, right or other distributions or entitlements on his/her unvested or unexercised ESOS Options and/ or unvested ESS Award(s).

(f) Ranking of new RTB Shares

The new RTB Shares to be allotted upon the exercise of the ESOS Options shall upon allotment and issuance, rank equally in all respects with the existing RTB Shares, save and except that they shall not be entitled to any dividends, rights, allotments and/ or other forms of distributions, which entitlement date occurs before the relevant date of allotment and issuance of new RTB Shares. Such entitlement date is the date on which entitled shareholders' names must appear as of the close of business in the record of depositors of the Company maintained at Bursa Malaysia Depository Sdn Bhd ("**LTIP Entitlement Date**"), and are subject to the provisions of the Constitution of the Company.

In respect of the transfer of existing Shares (including treasury shares) to the LTIP Participants, if any, pursuant to the exercising of the ESOS Options and/or the vesting of the ESS Award(s), such Shares shall rank equally in all respects with the then existing Shares. However, the LTIP Participants shall not be entitled to any dividends, rights, allotments and/or other distributions, unless the Shares are credited into the CDS accounts of the LTIP Participants on or prior to the entitlement date of such dividends, rights, allotments and/or other distributions

(g) Retention period

The RTB Shares to be allotted and issued or transferred to the ESOS Participants and ESS Participants pursuant to the Scheme will not be subject to any retention period. However, it is encouraged for them to hold the RTB Shares as an investment rather than to realise immediate gains from disposal.

Notwithstanding the above, a non-executive director must not sell, transfer or assign RTB Shares obtained through the exercise of ESOS Options or the vesting of the RTB Shares pursuant to the ESS Award(s) within 1 year from the LTIP Award Date or such period as may be prescribed by Bursa Securities.

(h) Alteration in share capital and adjustment

In the event of any alteration in the capital structure of the Company during the duration of the Scheme, whether by way of capitalisation of profit or reserves, rights issues, bonus issues, capital reduction, capital repayment, sub-division or consolidation of capital or declaration of any special dividend or distribution or otherwise howsoever taking place, such corresponding alterations may be made in:

- (i) the Option Price; and/ or
- (ii) the number of new RTB Shares which shall be exercisable under an ESOS Option(s),

in compliance with the provisions for adjustment as provided in the By-Laws.

Any adjustments must be confirmed in writing by the Company's auditors or adviser identified by the LTIP Committee (acting as experts and not as arbitrators), to be in their opinion, fair and reasonable.

(i) Listing of and quotation for the new RTB Shares

An application will be made to Bursa Securities for the listing of and quotation for the new RTB Shares to be issued pursuant to the Proposed LTIP on the Main Market of Bursa Securities.

(j) Basis of determining the Option Price for the ESOS Options and reference price of the ESS Awards

Subject to any adjustments to be made under the By-Laws and pursuant to the Listing Requirements, the Option Price shall be based on a price to be determined by the Board upon recommendation of the LTIP Committee based on the 5D-VWAMP of RTB Shares immediately preceding the date of the Offer with a discount of not more than 10.0% or such other percentage of discount as may be permitted by Bursa Securities or any other relevant authorities from time to time during the duration of the Proposed LTIP.

The reference price of the ESS Awards to be awarded will be determined based on the fair value of the ESS Awards, which will take into account, amongst others, the market price of the RTB Shares as at or prior to the award date of the ESS Awards. For illustrative purposes, an ESS Award of Shares or ESOS Options on the date after the LPD may have a reference price or an Option Price of RM0.1485, which is approximately RM0.0163 or 9.9% discount to the 5D-VWAMP of the Shares up to and including LPD of RM0.1648.

2.4 Proposed Allocation

Pursuant to Paragraph 6.06 of the Listing Requirements, our Company must not issue any shares to our Directors, major shareholders, chief executive or persons connected with them who is an Eligible Person unless our shareholders have approved the specific allotment to be made to them in a general meeting. Accordingly, our Company will seek the approval of our shareholders at the forthcoming EGM for the Proposed Allocation to the following Directors and person connected with them:

No.	Name	Designation
1.	Shaharuddin Bin Zainuddin	Independent Non-Executive Chairman
2.	Sia Bun Chun	Non-Independent Non-Executive Director
3.	Wan Afzal-Aris Bin Wan Azmi	Non-Independent Non-Executive Director
4.	Kamarol Zaman Bin Radzak	Independent Non-Executive Director
5.	Amylia Azlan	Independent Non-Executive Director
6.	Pauline Teh @ Pauline Teh Abdullah	Independent Non-Executive Director

3. UTILISATION OF PROCEEDS

The proceeds arising from the exercise of the ESOS Options will depend on, amongst others, the number of ESOS Options awarded and exercised at the relevant point in time as well as the Option Price. As such, the actual amount of proceeds arising from the exercise of the ESOS Options as well as the timeframe for the utilisation of proceeds cannot be determined at this juncture. Notwithstanding thereof, the proceeds are expected to be utilised within 12 months from the receipt of such proceeds throughout the duration of the Scheme.

Nevertheless, the Company intends to utilise the proceeds arising from the exercise of the ESOS Options, if any, as working capital for the Group which commensurate with the business operations of the Group. The working capital raised from the exercise of the ESOS Options will be utilised to finance the Group's general working capital requirements which shall include administrative expenses such as staff salaries, group overhead expenses (i.e. utilities, upkeep of office premise), Directors' remuneration, employer's statutory contribution, purchase of inventories and other miscellaneous operating expenses.

Pending the utilisation of proceeds raised as and when the ESOS Options are exercised, such proceeds will be placed in deposits with licensed financial institutions and/ or short-term money market instruments, as our Board may deem fit. The interest derived from the deposits with the licensed financial institutions or any gain arising from the short-term money market instruments will be used to fund our Group's working capital requirements.

RTB will not raise any proceeds from the Proposed ESS given that the RTB Shares to be issued and/ or transferred to the ESS Participants will not require any payment from them. However, ESS Participants will be required to pay a nominal sum of RM1.00 as a non-refundable consideration for the acceptance of each ESS Award(s), regardless of the number of Shares comprised in the ESS Award(s).

4. RATIONALE OF THE PROPOSED LTIP

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

- (a) to recognise the contribution of the Eligible Persons whose services are valued and considered vital to the operations and continued growth of RTB Group;
- (b) to reward the Eligible Persons by allowing them to participate in the Group's profitability and eventually realise any potential capital gains arising from possible appreciation in the value of RTB Shares;
- (c) to make the Group's remuneration scheme more competitive to attract more skilled and experienced individuals to join the Group and contribute to its continued growth;
- (d) to motivate the Eligible Persons towards achieving improved performance through greater productivity and loyalty; and
- (e) to inculcate a greater sense of belonging and dedication as the Eligible Persons are given the opportunity to participate directly in the equity of the Company.

The Proposed LTIP is also extended to the Non-Executive Directors of RTB to recognise their contribution to the Company and enable them to participate in RTB's future growth.

5. DETAILS OF EQUITY FUND-RAISING EXERCISES UNDERTAKEN IN THE PAST 12 MONTHS

RTB has not undertaken any fund-raising exercises in the past 12 months up to the date of this Circular.

6. EFFECTS OF THE PROPOSED LTIP

6.1 Issued share capital

The Proposed LTIP will not have an immediate effect on the existing issued share capital of RTB. However, the issued share capital of RTB may increase progressively depending on the number of new Shares to be issued arising from the exercise of the ESOS Options that may be granted under the Proposed ESOS and/ or pursuant to the vesting of the Shares under the ESS Award.

However, in the future, should the LTIP Awards be satisfied by way of acquisition of existing Shares from the open market of Bursa Securities and/ or transfer of RTB's treasury shares (if any), there will be no effect on the issued share capital of RTB.

For illustrative purposes, the pro forma effects of the Proposed LTIP on the issued share capital of RTB as at LPD is as follows:

	<u>No. of RTB Share</u>	<u>RM</u>
Issued share capital as at the LPD	472,657,651	299,484,409
To be issued pursuant to the Proposed LTIP	⁽¹⁾ 70,898,000	⁽²⁾ 10,528,353
Total enlarged issued share capital	<u>543,555,651</u>	<u>310,012,762</u>

Notes:

- (1) Computed based on 15.0% of the total number of issued shares of RTB as at the LPD and assuming that the LTIP Award Date is satisfied entirely via new issuance of new Shares only.
- (2) For illustrative purposes, computed based on the assumed issue price of RM0.1485, being approximately RM0.0163 or 9.9% discount to the 5D-VWAMP of the Shares up to and including LPD of RM0.1648.

6.2 NA, NA per Share and gearing

Save for the potential impact of the Malaysian Financial Reporting Standards 2, on "Share Based Payment" ("**MFRS 2**") issued by the Malaysian Accounting Standards Board as elaborated in Section 6.3 of this Circular, the Proposed LTIP is not expected to have an immediate effect on the NA, NA per Share and gearing of RTB Group until such time when the Shares are issued and/ or transferred arising from the vesting of the ESS Award(s) and/ or exercise of the ESOS Options pursuant to the Proposed LTIP.

Any potential effect on the NA, NA per Share and gearing of the Group in the future would depend on factors such as the method and manner of satisfaction of the LTIP Awards, actual number of Shares to be issued and/ or transferred which can only be determined at the point of the vesting of the ESS Award(s) and/ or the exercise of the ESOS Options.

Upon exercise of the ESOS Options and/ or vesting of the ESS Award(s) pursuant to the Proposed LTIP, the NA per Share of the Group is expected to:

- (a) increase if the Option Price or the fair value of the ESS Award(s) is higher than the NA per Share of the Group; or
- (b) decrease if the Option Price or the fair value of the ESS Award(s) is lower than the NA per Share of the Group,

at the point of such exercise and /or vesting, as the case may be.

6.3 Earnings and EPS

Save for the estimated expenses to be incurred for the Proposed LTIP of approximately RM150,000, which will be funded through internally generated funds, the Proposed LTIP will not have any effect on the earnings of the Group for the financial year ending 31 December 2026. However, the EPS of the Group may be diluted, depending on the number of Shares issued and/ or transferred to the LTIP participants pursuant to the vesting of the LTIP Awards.

In accordance with MFRS 2, the potential cost arising from the awarding of the ESOS Award(s) and/ or ESS Award(s) pursuant to the Proposed LTIP is required to be measured at fair value as at the date on which the LTIP Award Date and recognised as an expense in the consolidated statements of comprehensive income of the Company over the vesting period of such ESOS Award(s) and/ or ESS Award(s), and may therefore reduce the future earnings of RTB Group, the quantum of which can only be determined at the LTIP Award Date.

The potential effects of the Proposed LTIP on the earnings and EPS or loss per share of RTB Group in the future, as a consequence of the recognition of the expense cannot be determined at this juncture as it would depend on various factors, which may include, amongst others, the actual number of ESS Award(s) vested and/ or ESOS Options exercised, the Option Price, the prevailing market price of RTB Shares and the volatility of RTB Share price, which will affect the fair value of the ESOS Award(s) and/ or ESS Award(s) awarded under the Proposed LTIP as at the LTIP Award Date.

It should be noted that such potential cost of awarding the ESOS Award(s) and/ or ESS Award(s) does not represent a cash outflow but only an accounting treatment.

The Board has taken note of the potential impact of MFRS 2 on the Group's future earnings and will take into consideration such impact in the allocation and granting of the LTIP Awards under the Proposed LTIP.

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6.4 Substantial shareholders' shareholdings

The Proposed LTIP will not have an immediate effect on the shareholdings of the substantial shareholders of the Company until such time when the Shares are issued and/ or transferred arising from the vesting of the ESS Award(s) and/ or exercise of the ESOS Options pursuant to the Proposed LTIP. Any potential effect on the percentage of substantial shareholders' shareholdings in RTB would depend on the actual number of RTB Shares to be issued and/ or transferred pursuant to the Proposed LTIP.

For illustrative purposes, assuming the LTIP Awards are fully satisfied by way of allotment and issuance of new RTB Shares at a single point of time, the effects of the Proposed LTIP on the substantial shareholders' shareholdings are set out below:

	As at LPD				Pro forma I After the maximum LTIP Awards are granted, vested and exercised into new RTB Shares			
	Direct		Indirect		Direct		Indirect	
	No. of Shares	⁽¹⁾ %	No. of Shares	⁽¹⁾ %	No. of Shares	⁽³⁾ %	No. of Shares	⁽³⁾ %
Tan Sri Nik Awang @ Wan Azmi Bin Wan Hamzah	150,394,741	31.8	⁽²⁾ 60,000,000	12.7	150,394,741	27.7	⁽²⁾ 60,000,000	11.0
Puan Sri Nik Anida Binti Nik Manshor	60,000,000	12.7	⁽²⁾ 150,394,741	31.8	60,000,000	11.0	⁽²⁾ 150,394,741	27.7
Sia Bun Chun	30,364,009	6.4	⁽²⁾ 39,772,968	8.4	30,364,009	5.6	⁽²⁾ 39,772,968	7.3
Chan Liew Hoon	39,772,968	8.4	⁽²⁾ 30,364,009	6.4	39,772,968	7.3	⁽²⁾ 30,364,009	5.6

Notes:

- (1) Based on the issued share capital comprising 472,657,651 Shares as at LPD.
- (2) Deemed interested by virtue of shares held by his/ her spouse.
- (3) Based on the enlarged issued share capital comprising 543,555,651 Shares assuming the maximum LTIP Awards are granted, vested and exercised into new RTB Shares as at LPD.

6.5 Convertible Securities

As at LPD, RTB does not have any convertible securities.

7. HISTORICAL SHARE PRICES

The monthly highest and lowest market prices of RTB Shares traded on Bursa Securities for the past 12 months up to the LPD are as follows:

	<u>High</u> RM	<u>Low</u> RM
2025		
June	0.250	0.220
July	0.255	0.225
August	0.245	0.210
September	0.245	0.210
October	0.310	0.215
November	0.255	0.215
December	0.250	0.220
2026		
January	0.260	0.220
February	0.260	0.220
March	0.230	0.170
April	0.190	0.165
May	0.180	0.160
Last transacted market price as at 8 April 2026 (being the latest trading day prior to the date of the announcement of the Proposed LTIP on 9 April 2026)		0.170
Last transacted market price of the Shares as at LPD		0.170

(Source: Bloomberg)

8. APPROVALS REQUIRED/ OBTAINED

The Proposed LTIP is subject to the following approvals being obtained:

- (a) approval of the shareholders of RTB at the forthcoming EGM;
- (b) approval-in-principle from Bursa Securities for the listing of and quotation for such number of Shares to be issued under the Proposed LTIP, on the Main Market of Bursa Securities, which was obtained on 3 June 2026 and is subject to the following conditions; and

<u>No.</u>	<u>Details of conditions imposed</u>	<u>Status of compliance</u>
(i)	M&A Securities is required to submit a confirmation to Bursa Securities of full compliance of the Proposed LTIP pursuant to Paragraph 6.43(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 complied

- (ii) RTB is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed LTIP, as at the end of each quarter together with a detailed computation of listing fees payable. To be complied

(c) any other relevant authorities and/or parties, if required.

9. CONDITIONALITY

The Proposed Allocation is conditional upon the Proposed LTIP but not vice versa. The Proposed LTIP and Proposed Allocation are not conditional upon any other corporate proposals undertaken or to be undertaken by RTB.

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

Save as disclosed below, none of our Directors, major shareholders, chief executive of our Company and/ or persons connected with them have any interest, direct or indirect, in the Proposed LTIP.

All directors of RTB are entitled to participate in the Proposed LTIP and are therefore deemed interested in the Proposed LTIP to the extent of their respective allocations, if any, as well as allocations to persons connected with them, if any, under the Proposed LTIP ("**Interested Directors**").

The direct and indirect shareholdings of the Interested Directors and person connected with the Interested Directors in RTB as at LPD are set out as follows:

	Direct		Indirect	
	No. of Shares	(1)%	No. of Shares	(1)%
<u>Interested Directors</u>				
Sia Bun Chun	30,364,009	6.4	(2)39,772,968	8.4
Wan Afzal-Aris Bin Wan Azmi	-	-	-	-
<u>Person connected with the Interested Director</u>				
Chan Liew Hoon	39,772,968	8.4	(2)30,364,009	6.4
Tan Sri Nik Awang @ Wan Azmi Bin Wan Hamzah ⁽³⁾	150,394,741	31.8	(2)60,000,000	12.7
Puan Sri Nik Anida Binti Nik Manshor ⁽³⁾	60,000,000	12.7	(2)150,394,741	31.8

Notes:

- (1) Based on the issued share capital comprising 472,657,651 Shares as at LPD.
- (2) Deemed interested by virtue of shares held by his/ her spouse.
- (3) Deemed persons connected to Wan Afzal-Aris Bin Wan Azmi by virtue of being his parents.

Save as disclosed above, none of the Interested Directors, major shareholders of our Company and/ or persons connected with them has any interest, whether direct and/ or indirect, in the Proposed LTIP.

Accordingly, the Interested Directors have abstained and will continue to abstain from deliberating and voting, in respect of their direct and/or indirect shareholdings in RTB, if any, on the resolutions pertaining to their respective allocations, if any, as well as the allocations to persons connected with them, if any, under the Proposed LTIP at the relevant board meetings and general meetings. Further, the Interested Directors will also abstain and have undertaken to ensure that persons connected with him (if any) shall abstain from voting in respect of his direct and/or indirect shareholdings in our Company on the resolutions pertaining to any specific allocations, as well as the specific allocations to any persons connected with him (if any) under the Proposed LTIP at the EGM to be convened.

11. DIRECTORS' STATEMENT AND RECOMMENDATION

The Interested Directors are interested in the Proposed LTIP insofar as their respective allocations under the Proposed Allocation is concerned. For the avoidance of doubt, the Interested Directors, if any, have abstained and will continue to abstain from making any opinion or recommendation on the resolutions relating to their own respective allocations and/or the allocations to persons connected with them.

Save as disclosed above, our Board after having considered all aspects of the Proposed LTIP (including, but not limited to the proposed utilisation of proceeds, rationale and the effects as set out in Sections 3, 4 and 6 of this Circular, respectively), is of the opinion that the Proposed LTIP is in the best interest of our Company and our shareholders.

Accordingly, save as disclosed above, our Board recommends that you **VOTE IN FAVOUR** of the resolutions pertaining to the Proposed LTIP to be tabled at the forthcoming EGM of our Company.

12. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all relevant approvals being obtained by us, the Proposed LTIP is expected to be implemented by the third quarter of 2026.

The tentative timetable in relation to the Proposed LTIP is as follows:

Date	Events
28 July 2026	<ul style="list-style-type: none">• EGM to approve the Proposed LTIP and Proposed Allocation
August 2026	<ul style="list-style-type: none">• Implementation of the Proposed LTIP

13. CORPORATE PROPOSALS ANNOUNCED BUT PENDING COMPLETION

Save for the Proposed LTIP and Proposed Allocation, there are no other corporate exercises that have been announced but are pending completion as at the date of this Circular.

14. EGM

The EGM to be convened, the notice of which is enclosed in this Circular, will be held at Topas Room, Ground Floor, The Saujana Hotel Kuala Lumpur, Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Shah Alam, Selangor Darul Ehsan, Malaysia, on Tuesday, 28 July 2026 at 10.00 a.m. for the purpose of considering and if thought fit passing with or without modifications, the resolutions pertaining to the Proposed LTIP and Proposed Allocation .

If you are unable to attend, participate, speak or vote in person at the EGM to be convened, you are requested to complete, sign and return the enclosed Form of Proxy in accordance with the instructions contained therein, to be deposited at the office of the Share Registrar, Securities Services (Holdings) Sdn Bhd at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan not less than 48 hours before the time set for holding the EGM to be convened or at any adjournment thereof.

The Form of Proxy may also be submitted to Securities Services (Holdings) Sdn Bhd via facsimile (Fax No.: 03-2094 9940 / 03-2095 0292) or by email to info@sshshb.com.my, in either case, not less than 48 hours before the time set for holding the EGM or any adjournment thereof. The completion and lodging of the Form of Proxy will not preclude you from attending and voting in person at the EGM to be convened should you subsequently wish to do so.

The lodging of the Form of Proxy will not preclude you from attending and voting in person should you subsequently decide to do so.

15. 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 our Board
ROHAS TECNIC BERHAD

AMIRUL AZHAR BIN BAHAROM
Group Chief Executive Officer

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	:	Companies Act 2016, as amended from time to time including any re-enactment thereof
Board	:	The Board of Directors of the Company
Bursa Depository	:	Bursa Malaysia Depository Sdn Bhd (Registration No.: 198701006854 (165570-W))
Bursa Securities	:	Bursa Malaysia Securities Berhad (Registration No.: 200301033577 (635998-W))
By-Laws	:	The rules, terms and conditions of the Scheme (as may be modified, varied and/or amended from time to time)
CDS	:	Central Depository System
CDS Account	:	An account established by Bursa Depository for a depositor for the recording of deposits and withdrawal of securities and for dealings in such securities by a 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	:	The constitution of the Company, including any amendments thereto that may be made from time to time
Date of Expiry	:	Last day of the duration of the Scheme or last day of any extended period pursuant to By-Law 13.2 (as the case may be)
Director	:	A natural person who holds a directorship in the Company or any company within RTB Group, whether in an executive or non-executive capacity, and shall have the meaning of Section 2(1) of the Capital Markets and Services Act 2007 as amended from time to time including any re-enactment thereof
Effective Date	:	The date on which the Scheme comes into force as provided in By-Law 13.1
Eligible Person(s)	:	Any Director or Employee of the Company or any company within RTB Group who meets the criteria of eligibility for participation in the Scheme as set out in By-Law 4 hereof
Employee	:	A natural person who is employed by and on the payroll of the Company or any company within RTB Group
Entitlement Date	:	The date as at the close of business on which shareholders' names must appear in the record of depositors of the Company maintained at Bursa Depository in order to be entitled to any dividends, rights, allotments and/or other distributions

APPENDIX I – DRAFT BY-LAWS (Cont'd)

ESOS	:	Employees' share option scheme as stipulated in Section 2 of these By-Laws
ESOS Award(s)	:	The award of such number of ESOS Option(s) to an Eligible Person to subscribe for the Shares at the Option Price in the manner and subject to the terms and conditions provided in these By-Laws
ESOS Award Date(s)	:	The date of which an ESOS Award(s) is awarded to an Eligible Person pursuant to a LTIP Award letter
ESOS Option(s)	:	The right of ESOS Participant(s) to subscribe for the Share(s) at the Option Price in the manner provided in By-Law 36
ESOS Participant(s)	:	Eligible Person(s) who has accepted the ESOS Award(s) in the manner provided in By-Law 35
ESOS Vesting Date(s)	:	The date upon which all or any part of the ESOS Options awarded to ESOS Participant(s) are eligible to be vested and are entitled to exercise the ESOS Options upon fulfilment of all terms and vesting conditions, if any, as determined by the LTIP Committee
ESS	:	Employees share scheme as stipulated in Section 1 of these By-Laws
ESS Award(s)	:	The award of such number of existing 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 of which an ESS Award(s) is awarded to an Eligible Person pursuant to a LTIP Award letter
ESS Participant(s)	:	Eligible Person(s) who has accepted ESS Award(s) in the manner provided in By-Law 30
ESS Vesting Date(s)	:	The date upon which all or any parts of the Shares awarded to ESS Participant(s) are eligible to be vested upon fulfilment of all terms and vesting conditions, if any, as determined by the LTIP Committee
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities including all amendments thereto and any Practice Notes issued in relation thereto
LTIP	:	Long Term Incentive Plan as stipulated in these By-Laws
LTIP Award(s)	:	Means the ESS Award(s) and/ or the ESOS Award(s), as the case may be
LTIP Award Date(s)	:	Means the ESS Award Date(s) and/ or the ESOS Award Date(s), as the case may be
LTIP Award Vesting Date(s)	:	Means the ESS Vesting Date(s) and/ or the ESOS Vesting Date(s), as the case may be
LTIP Committee	:	The committee comprising such persons as may be appointed and duly authorised by the Board pursuant to By-Law 14 to implement and administer the Scheme

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- LTIP Participant(s) : Means the ESS Participant(s) and/or the ESOS Participant(s), as the case may be
- LTIP Scheme or Scheme : The long term incentive plan for the award of ESS Award(s) and/or ESOS Award(s) to any Eligible Person in accordance with the provisions of these By-Laws and such scheme shall be known as the **"RTB's Long Term Incentive Plan"**
- Market day : A day on which Bursa-Securities is open for trading in securities
- Maximum Allowable Allotment : The maximum number of Shares in respect of the LTIP Awards that can be made available to an Eligible Person as set out in By-Law 5 hereof
- Option Price : The price at which ESOS Participant(s) shall be entitled to subscribe for the Share(s) upon the exercise of the ESOS Option(s), as initially determined and as may be adjusted, pursuant to the provisions of By-Law 38
- RM and sen : Ringgit Malaysia and sen respectively
- RTB or the Company : Rohas Tecnic Berhad (Registration No. 199401016997 (302675-A))
- RTB Group or the Group : The Company and its subsidiary companies as defined in Section 4 of the Act, and in the context of the LTIP, shall exclude subsidiary companies which are dormant. Subject to the foregoing, subsidiary companies include subsidiary companies which are existing as at the Effective Date and subsidiary companies which are incorporated or acquired at any time during the duration of the Scheme but exclude subsidiaries which have been divested in the manner provided in By-Law 11
- RTB Share(s) or Share(s) : Ordinary share(s) in RTB
- Rules of Bursa Depository : The rules of Bursa Depository, as issued pursuant to the Central Depositories Act
- Senior Management : Employees of RTB Group (excluding dormant subsidiaries and foreign subsidiaries, if any) holding senior positions, as determined by the LTIP Committee and subject to such criteria as the LTIP Committee may, in its sole and absolute discretion, prescribe from time to time

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 LTIP Award(s) awarded and accepted during the duration of the Scheme 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 LTIP Committee may be exercised in the LTIP Committee's absolute discretion and the LTIP Committee shall not be under any obligation to give any reasons thereof, except as may be required by the relevant authorities;
- (v) the heading 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;
- (vii) any reference to the Company and/or other person shall include a reference to its successors-in-title and permitted assigns; and
- (viii) "person connected" shall have the meaning as defined in Paragraph 1.01 of the Listing Requirements.

2. NAME OF SCHEME

2.1 This Scheme shall be called the "**RTB's Long Term Incentive Plan**".

2A. OBJECTIVES OF THE SCHEME

2A.1 The objectives of the Scheme are as follows:

- (a) to recognise the contribution of the Eligible Persons whose services are valued and considered vital to the operations and continued growth of the Group;
- (b) to reward the Eligible Persons by allowing them to participate in the Group's profitability and eventually realise any potential capital gains arising from possible appreciation in the value of RTB Shares;
- (c) to make the Group's remuneration scheme more competitive to attract more skilled and experienced individuals to join the Group and contribute to its continued growth;

- (d) to motivate the Eligible Persons towards achieving improved performance through greater productivity and loyalty; and
- (e) to inculcate a greater sense of belonging and dedication as the Eligible Persons are given the opportunity to participate directly in the equity of the Company.

The Proposed LTIP is also extended to the Non-Executive Directors of RTB to recognise their contribution to the Company and enable them to participate in the Company's future growth.

3. MAXIMUM NUMBER OF NEW SHARES AVAILABLE UNDER THE SCHEME

- 3.1 The maximum number of the Shares which may be made available under the Scheme shall not in aggregate exceed 15% of the total number of issued shares of the Company (excluding treasury shares, if any) at any point of time during the duration of the Scheme as provided in By-Law 13.2.
- 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 Scheme exceeds 15% of the total number of issued shares of the Company (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 shares of the Company, then such LTIP Award(s) awarded prior to the adjustment of the issued shares of the Company (excluding treasury shares, if any) shall remain valid and exercisable in accordance with the provisions of this Scheme. However, in such a situation, the LTIP Committee shall not make any further LTIP Award(s) until the total number of Shares under the subsisting LTIP Award(s) falls below 15% of the total number of issued shares of the Company (excluding treasury shares, if any).

4. ELIGIBILITY

- 4.1 Subject to the sole discretion of the LTIP Committee, only Eligible Persons who fulfil the following conditions as at the LTIP Award Date shall be eligible to participate in the Scheme:
 - (i) in respect of an employee, the employee must fulfil the following criteria as at the LTIP Award Date:
 - (a) is at least 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - (b) is employed by RTB Group on a full-time basis or serving in a specific designation under an employment contract with RTB Group for a fixed duration of at least 1 year (or any other contract as may be determined by the LTIP Committee) and the contract shall not have expired within 3 months from the LTIP Award Date and is on the payroll of any company within RTB Group and has not served a notice of resignation, received notice of termination or otherwise ceased or had his/ her employment terminated;
 - (c) must have been in employment of the RTB Group for a period of at least 6 months prior to the LTIP Award Date;
 - (d) is confirmed in writing as a full time employee of RTB Group prior to and up to the LTIP Award Date; and
 - (e) fulfils any other criteria and/or falls within such category as may be determined by the LTIP Committee at its sole discretion from time to time.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- (ii) in respect of a Director, the Director must fulfil the following criteria as at the LTIP Award Date:
 - (a) is at least 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - (b) is appointed as a Director of the Company or any company within RTB Group for such periods as may be determined by the LTIP Committee prior to and up to the LTIP Award Date
 - (c) has not served a notice of resignation, received notice of termination or otherwise ceased or had his/ her employment terminated; and
 - (d) fulfils any other criteria and/or falls within such category as may be determined by the LTIP Committee at its sole discretion from time to time.

- 4.2 Notwithstanding the above, the LTIP Committee may, at its absolute discretion, waive any of the eligibility conditions as set out in By-Law 4.1 above. The selection of any Director or Employee for participation in the Scheme, eligibility and number of LTIP Award(s) to be awarded to an Eligible Person under the Scheme shall be at the sole and absolute discretion of the LTIP Committee and the decision of the LTIP Committee shall be final and binding. In determining the eligibility of an Eligible Person to participate in the Scheme, the LTIP Committee may take into account amongst other factors, job grading, length of service and/or contribution to the relevant company with the Group, and/or such other factors that the LTIP Committee may in its sole and absolute discretion deem fit.

- 4.3 The LTIP Committee shall have the discretion to determine whether any vesting condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, and further to amend any vesting conditions if the LTIP Committee decides that a changed performance target would be a fairer measure of performance.

- 4.4 Notwithstanding By-Law 4.1, the LTIP Award(s) to be awarded to any Eligible Person, who is a Director, major shareholder or chief executive of the Company or persons connected with such Director, major shareholder or chief executive (as defined in the Listing Requirements), shall also be approved by the shareholders of the Company in general meeting to be convened unless such approval is no longer required under the Constitution, the Listing Requirements and any other prevailing guidelines issued by the authorities.

- 4.5 Any Eligible Person who holds more than 1 position within RTB Group and by holding such positions, the Eligible Person is in more than 1 category, shall only be entitled to the Maximum Allowable Allotment of any 1 of those category/designation of employment. The LTIP 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 RTB Group is not eligible to participate in the Scheme.

- 4.7 An Employee or Director who during the duration of the Scheme becomes an Eligible Person may, at the sole discretion of the LTIP Committee, be eligible to participate in the Scheme, subject to the Maximum Allowable Allotment and the decision of the LTIP Committee shall be final and binding.

- 4.8 Eligibility under the Scheme does not confer on an Eligible Person any claim or right to participate in or any right whatsoever under the Scheme and an Eligible Person does not acquire or has any right over or in connection with the LTIP Award(s) unless the LTIP Award(s) has been made by the LTIP Committee to the Eligible Person and the Eligible Person has accepted the LTIP 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 LTIP Award(s) under the Scheme shall be determined by the LTIP 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 Scheme at any point of time in each LTIP Award shall be at the sole and absolute discretion of the LTIP Committee after taking into consideration, inter alia, the Eligible Person's seniority, job grading, performance, length of service, and/or contribution to the Group, and/or such other matters as the LTIP Committee deems fit in its sole and absolute discretion, and subject to the following conditions:

- (i) the total number of Shares made available under the Scheme shall not exceed the amount in By-Law 3.1 above;
- (ii) not more than 10% (or such other percentage as may be permitted by Bursa Securities or any other relevant authorities from time to time) of the total number of issued shares of the Company made available under the Scheme shall be allocated to any Eligible Person who, either singly or collectively through persons connected (as defined in the Listing Requirements) with the Eligible Person, holds 20% (or such other percentage as may be permitted by Bursa Securities or any other relevant authorities from time to time) or more of the total number of issued shares of the Company (excluding treasury shares, if any);
- (iii) up to 80% of the total number of Shares which may be made available under the Scheme could be allocated, in aggregate, to the Directors and Senior Management of RTB Group who are Eligible Persons (where "Senior Management" shall be subject to any criteria as may be determined at the sole discretion of the LTIP Committee from time to time), ensuring a structured distribution of equity that prioritises both leadership and broader employee participation; and
- (iv) the Directors and Senior Management of RTB Group shall not participate in the deliberation or discussion of their respective allocations as well as to persons connected with them, if any;
- (v) any performance target to be achieved before the LTIP Awards can be exercised and /or vested by an Eligible Person shall be determined by the LTIP Committee,

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 LTIP Committee shall determine the maximum number of Shares for the LTIP Award(s) that will be made available to an Eligible Person under the Scheme, 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 LTIP Award(s) that can be awarded to the Directors and Employees under the Scheme from time to time, and the decision of the LTIP Committee shall be final and binding. For the avoidance of doubt, the LTIP Committee shall not be obliged in any way to offer an Eligible Person the LTIP Award(s) for all the specified Maximum Allowable Allotment applicable to such Eligible Person under the Scheme.

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 Scheme as stipulated under By-Law 3.1.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

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

6. RIGHTS OF LTIP PARTICIPANT(S)

- 6.1 The LTIP 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 LTIP Participants' CDS Account upon vesting of the ESS Awards and/or exercising of the ESOS Options, would carry rights to vote at the general meeting of the Company, if the LTIP 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 LTIP Participant(s) shall not be entitled to any dividends, rights and/or other distributions or entitlements on his/her unvested ESS Awards and/or unexercised ESOS Options.

7. RIGHTS ATTACHING TO THE SHARES

- 7.1 The Shares arising upon vesting of ESS Awards and/or exercising of the ESOS Options shall, upon allotment and issuance, rank equally in all respects with the existing Shares and together with the Shares procured by the Company, via the Trustee, for transfer 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 LTIP 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 LTIP Participant(s) shall not be entitled to any rights, dividends, allotments or other distributions attached to the Shares prior to the date on which such Shares are credited into their respective CDS Accounts or of which is prior to the date of allotment of such new Shares.
- 7.3 In the event that any existing Shares are to be transferred upon the vesting of any Shares under ESS Awards, the existing Shares shall be transferred together with all dividends, rights, allotments and/or other distributions declared, the Entitlement Date of which is on or after to the date the Shares are credited into the CDS Accounts of the relevant ESS Participants.

8. RETENTION PERIOD

- 8.1 The Shares arising upon vesting of ESS Awards and/or exercising of the ESOS Options will not be subject to any retention period or restriction on transfer. However, LTIP Participant(s) are encouraged to hold the 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 Shares awarded and issued pursuant to the Scheme must not be sold, transferred, assigned or otherwise disposed of by the LTIP Participant(s).
- 8.2 Notwithstanding the above By-Law 8.1, the LTIP Committee shall be entitled at its discretion to prescribe or impose, in relation to any LTIP Award(s), any condition relating to any retention period or restriction on transfer (if applicable) as the LTIP Committee sees fit. A non-executive Director must not sell, transfer or assign the Shares obtained through the exercise of ESOS Options or the vesting of the Shares pursuant to the ESS Awards within 1 year from the LTIP Award Dates or such period as may be prescribed by Bursa Securities.

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 Scheme, whether by way of capitalisation of profits or reserves, rights issue, bonus issue, capital reduction, capital repayment, sub-division or consolidation of capital (save for set-off against accumulated losses), declaration of any special dividend or distribution or any other variation of capital howsoever shall take place during the duration of the Scheme, the Company shall cause such adjustment to be made:
- (i) in relation to ESS:
 - (a) the number of Shares comprised in the ESS Award(s) to the extent not yet vested; and/or

APPENDIX I – DRAFT BY-LAWS (Cont’d)

- (b) the method and/or manner in the vesting of the Shares comprised in the ESS Award(s).
- (ii) in relation to ESOS:
 - (a) the Option Price and/or number of ESOS Options comprised in the ESOS Award(s) to the extent not yet vested or exercised; and/or
 - (b) the method and/or manner in the vesting of the ESOS Options comprised in the ESOS Award(s).

9.2 The following provisions shall apply in relation to an adjustment which is made pursuant to By-Law 9.1:

- (i) any adjustment to the Option Price shall be rounded up to the nearest 1 sen; and
- (ii) in determining a LTIP Participant’s entitlement to have the Shares vested and/or to exercise the ESOS Options, any fractional entitlements will be disregarded.

9.3 Subject to By-Law 9.2, the Option Price for the ESOS Award(s) and/or the number of new Shares unvested/ESOS Options relating to the LTIP Award(s) awarded to each LTIP Participant(s) shall from time to time be adjusted, calculated and determined by the LTIP Committee in accordance with the following relevant provisions in consultation with the external auditors of the Company or adviser identified by the LTIP Committee (acting as experts and not arbitrators) who must confirm the adjustment in writing to be in their opinion, fair and reasonable:

(i) Consolidation and subdivision

Whenever a Share by reason of any consolidation or subdivision, the total number of issued shares shall be different. Then, the Option Price for the ESOS Award(s) and/or the number of additional RTB Shares/ESOS Options relating to the LTIP Award(s) to be issued shall be adjusted, calculated or determined in the following formula:

(a) New Option Price

$$\text{New Option Price} = \text{EP} \times \frac{\text{Former total number of issued shares before the consolidation or subdivision}}{\text{Revised total number of issued shares after the consolidation or subdivision}}$$

(b) Number of additional Shares/ESOS Options

$$\text{Number of additional Shares/ESOS Options} = T \times \frac{\text{Revised total number of issued shares after the consolidation or subdivision}}{\text{Former total number of issued shares before the consolidation or subdivision}} - T$$

Where:

EP = Existing Option Price; and

T = Existing number of Shares/ESOS Options relating to the LTIP Award(s) awarded.

Such adjustment will be effective from the close of business on the Market Day immediately following the Entitlement Date on which the consolidation or subdivision becomes effective (being the date 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 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), the Option Price for the ESOS Award(s) shall be adjusted by multiplying it by the following fraction:

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

and the number of additional Shares/ESOS Options relating to the LTIP Award(s) to be issued shall be calculated as follows:

Number of additional Shares/ESOS Options =

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

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) Capital Distribution

a Capital Distribution (as defined below) to ordinary shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or

(b) Rights issue of Shares

any offer or invitation to its ordinary shareholders whereunder they may acquire or subscribe for new Shares by way of rights; or

(c) Rights issue of convertible securities

any offer or invitation to ordinary shareholders by way of rights whereunder they may acquire or subscribe for securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares attached thereto,

then and in respect of each such case, the Option Price for the ESOS Award(s) shall be adjusted by multiplying it by the following fraction:

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

and in respect of the case referred to in By-Law 9.3(iii)(b) hereof, the number of additional Shares/ESOS Options comprised in the LTIP Award(s) to be issued shall be calculated as follows:

Number of additional Shares/ESOS Options =

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

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 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 1 existing Share.

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

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

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

Where:

C = as C above;

APPENDIX I – DRAFT BY-LAWS (Cont'd)

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

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

For the purpose of definition "D*" above, the "**value of rights attributable to 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 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 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 adjustment 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 Option Price for the ESOS Award(s) shall be adjusted by multiplying it by the following fraction:

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

and where the Company makes any allotment to its ordinary shareholders as provided in By-Law 9.3(ii) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 9.3(iii)(b) above and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the number of additional Shares comprised in the LTIP Award(s) to be issued shall be calculated as follows:

Number of additional Shares/ESOS Options =

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

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 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 1 additional Share, as the case may be;

I* = the subscription price of 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 and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the Option Price for the ESOS Award(s) shall be adjusted by multiplying it by the following fraction:

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

and the number of additional Shares/ESOS Options comprised in the LTIP Award(s) shall be calculated as follows:

Number of additional Shares/ESOS Options =

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

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 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 Option Price for the ESOS Award(s) shall be adjusted by multiplying it by the following fraction:

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

and the number of additional Shares/ESOS Options comprised in the LTIP Award(s) shall be calculated as follows:

Number of additional Shares/ESOS Options =

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

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.

(vii) Others

If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders of the Company and requiring an adjustment under By-Laws 9.3(iii)(b), (iii)(c), (iv), (v) or (vi) above), the Company shall issue either new Shares or any securities convertible into new Shares or any rights to acquire or subscribe for the Shares, and in any such case, the Total Effective Consideration per Share (as defined below) is less than 90% of the Average Price (as defined below) for one (1) Share or, as the case may be, the price at which the Shares will be issued upon conversion of such securities or exercise of such rights is determined, the Option Price for the ESOS Award(s) shall be adjusted by multiplying it by the following fraction:

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

Where:

L = the number of the Shares in issue at the close of business on Bursa Securities on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;

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

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

For the purpose of By-Law 9.3(vii), the “**Total Effective Consideration**” shall be determined by the LTIP Committee with the concurrence of the external auditor of the Company and shall be:

- (a) in the case of the issue of new Shares, the aggregate consideration receivable by the Company on payment in full for such Shares; or
- (b) in the case of the issue by the Company of securities wholly or partly convertible into new Shares, the aggregate consideration receivable by the Company on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by the Company upon full conversion of such securities (if any); or
- (c) in the case of the issue by the Company of securities with rights to acquire or subscribe for new Shares, the aggregate consideration attributable to the issue of such rights together with the total amount receivable by the Company upon full exercise of such rights;

in each case without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and the “**Total Effective Consideration per Share**” shall be the Total Effective Consideration divided by the number of new Shares issued as aforesaid or, in the case of securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares, by the maximum number of new Shares issuable on full conversion of such securities or on exercise in full of such rights.

For the purpose of By-Law 9.3(vii), “**Average Price**” of a Share shall be the average market price of 1 Share as derived from the last traded prices for one or more board lots of Shares as quoted on Bursa Securities on the Market Days comprised in the period used as a basis upon which the issue price of such Shares is determined.

Such adjustment will be calculated (if appropriate, retroactively) from the close of business on Bursa Securities on the Market Day immediately following the date on which the issue is announced, or (failing any such announcement) on the next Market Day immediately following the date on which the Company determines the subscription price of such Shares. Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the completion of the above transaction.

For the purpose of By-Laws 9.3(iii), (iv), (v) and (vi), the current market price in relation to 1 existing Share for any relevant day shall be based on the volume weighted average market price of the Shares for the 5 consecutive Market Days before such date or during such other period as may be determined in accordance with any guidelines issued, from time to time, by the relevant authorities.

Such adjustment must be confirmed in writing by the external auditors of the Company for the time being (acting as experts and not as arbitrators), upon reference to them by the LTIP Committee, to be in their opinion, fair and reasonable, PROVIDED ALWAYS THAT:

- (a) any adjustment to the Option Price shall be rounded up to the nearest 1 sen;
- (b) in the event that a fraction of a new Share arising from the adjustment referred to in these By-Laws would otherwise be required to be issued upon vesting of the ESS Awards and/or exercising of an ESOS Option by the LTIP Participant(s), the LTIP Participant(s)' entitlement shall be round down to the nearest whole number;

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- (c) upon any adjustment being made pursuant to these By-Laws, the LTIP Committee shall, within 30 days of the effective date of the alteration in the capital structure of the Company, notify the LTIP Participant(s) (or his legal representatives where applicable) in writing informing him of the adjusted Option Price for the ESOS Award(s) thereafter in effect and/or the number of the Shares/ESOS Options comprised in the LTIP Award(s);
- (d) any adjustments made must be in compliance with the provisions for adjustments provided in these By-Laws.

For avoidance of doubt, any adjustments to the Option Price for the ESOS Award(s) and/or the number of the Shares/ESOS Options comprised in the LTIP Award(s) so far as unvested and/or unexercised arising from bonus issue, subdivision or consolidation of the Shares need not be confirmed in writing by the external auditors of the Company.

- 9.4 Save as expressly provided for herein, the external auditors of the Company must confirm in writing that the adjustments are in their opinion fair and reasonable. The opinion of the external auditors of the Company shall be final, binding and conclusive.
- 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 LTIP Award(s) under the Scheme; or
 - (ii) an issue of securities as consideration or part consideration for an acquisition of any other securities, assets or business; or
 - (iii) private placement or restricted issue or special issue of new Shares by the Company; or
 - (iv) a special issue of securities to Bumiputera parties or investors nominated by the Ministry of International Trade and Industry and/or other government authority to comply with the government's policy on Bumiputera capital participation; or
 - (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:
- (i) 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
 - (ii) in the case of a consolidation or subdivision of the Shares or reduction of capital, on the next 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.

Upon any adjustment being made, the LTIP Committee shall give notice in writing within 30 days from the date of adjustment to the LTIP Participant(s), or his/her legal representative, where applicable, to inform him/her of the adjustment and the event giving rise thereto.

- 9.8 Notwithstanding the provisions referred to in these By-Laws, the LTIP Committee may exercise its sole discretion to determine whether any adjustments to the Option Price for ESOS Award(s) and/or the number of the Shares/ESOS Options comprised in the LTIP Award(s) be calculated on a different basis or date or should take effect on a different date or that such adjustments be made to the Option Price for the ESOS Award(s) and/or the number of the Shares/ESOS Options comprised in the LTIP Award(s) notwithstanding that no such adjustment formula has been explicitly set out in these By-Laws.

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); or
 - (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 LTIP 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 LTIP Committee may at its discretion to the extent permitted by law permit the vesting of the LTIP Awards and the LTIP Participant(s) will be entitled within such period to be determined by the LTIP Committee, to subscribe and/or exercise all or any of his/her LTIP 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 LTIP Award(s) under these By-Laws.

In the foregoing circumstances, all LTIP Award(s) which the LTIP 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 LTIP Committee notwithstanding that the LTIP 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 LTIP 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 LTIP Committee may at its absolute discretion decide whether a LTIP Participant(s) may be entitled to be vested and/or to exercise all or any of his/her unvested and/or unexercised LTIP 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 LTIP Awards shall be vested and LTIP Awards shall be subscribed and/or exercised after the expiry of the LTIP Award Vesting Date. Upon the compromise or arrangement becoming effective, all unvested and/or unexercised LTIP 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 LTIP Participant(s) is in the employment of a company within the Group and such company is subsequently divested, wholly or in part, from RTB Group, the LTIP Participant(s):

- (i) shall cease to be capable of being vested with any unvested LTIP Awards awarded to him/her under the Scheme from the date of completion of such divestment or the Date of Expiry, whichever expires first; and
- (ii) will not be entitled to exercise any unexercised vested ESOS Options from the date of completion of such divestment,

unless the LTIP Committee at its discretion permit such exercise of the unexercised vested ESOS Option or the vesting of the unvested LTIP Awards including its allocation thereof. For the avoidance of doubt, save and except to the extent permitted by the LTIP Committee, all existing LTIP Awards shall automatically lapse and become null and void and of no further force and effect;

and

- (iii) shall not be eligible to participate for further LTIP Award(s) under the Scheme 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 RTB Group or disposed of from RTB Group in the event that the effective interest of the Company in such company is reduced from above 50% to 50% 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 "RTB Group") and is subsequently transferred from such company to any company within RTB Group; or
- (ii) an employee who was in the employment of a company which subsequently becomes a company within RTB Group as a result of a restructuring or acquisition exercise or otherwise involving the Company and/or any company within RTB 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 this Scheme for the remaining duration of the Scheme, 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 RTB 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 Scheme, the Scheme shall apply to the employees of such company on the date of such company becomes a subsidiary of RTB 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 LTIP Awards under the Scheme shall be automatically terminated and be of no further force and effect in the event that a resolution is passed or a court order is made for the winding up of the Company commencing from the date of such resolution or the date of the court order. In the event a petition is presented in court for the winding-up or liquidation of the Company, all rights to exercise the ESOS Options and/or vest in the LTIP Awards pursuant to the Scheme shall automatically be suspended from the date of the presentation of the petition. Conversely, if the petition for winding-up is dismissed by the court, the right to exercise the ESOS Options and/or vest the LTIP Awards pursuant to the Scheme shall accordingly be unsuspended.

13. DURATION AND TERMINATION OF THE SCHEME

- 13.1 The Effective Date for the implementation of the Scheme 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 Paragraph 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 Scheme;
 - (iii) procurement of the shareholders' approval for the Scheme in a general meeting;
 - (iv) receipt of the approval of any other relevant authorities whose approvals are necessary in respect of the Scheme; and
 - (v) fulfilment 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 Scheme together with a certified true copy of the relevant resolution passed by the shareholders of the Company in the general meeting. The confirmation letter shall be submitted to Bursa Securities no later than 5 Market Days after the Effective Date.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 13.2 The Scheme, when implemented, shall be in force for a period of 5 years from the Effective Date. The Company may, if the Board deems fit and upon the recommendation of the LTIP Committee, extend the Scheme for a period of up to a maximum of 5 years, commencing from the day after the date of expiration of the original 5-year period, and shall not in aggregate exceed 10 years from the Effective Date or such longer period as may be permitted by Bursa Securities or any other relevant authorities. Such extended Scheme 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 Scheme and the Company shall serve appropriate notices on each LTIP Participant(s) and/or make any necessary announcements to any parties and/or Bursa Securities (if required) within 30 days prior to the Date of Expiry or such other period as may be stipulated by Bursa Securities.
- 13.3 LTIP 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 LTIP Awards and/or unexercised vested ESOS Options shall lapse and become null and void on the Date of Expiry.
- 13.5 Subject to compliance with the requirements of Bursa Securities and any other relevant authorities, the Scheme may be terminated by the LTIP 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/or number of ESOS Option(s) exercised pursuant to the ESOS; 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 LTIP Award(s) shall be awarded by the LTIP Committee from the Termination Date;
 - (ii) all LTIP 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 LTIP Award(s) which have yet to be vested or exercised (as the case may be and whether fully or partially) awarded under the Scheme shall automatically lapse and 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 LTIP Participant(s) who have yet to be vested their LTIP Awards and/or exercise their vested ESOS Options are not required to effect a termination of the Scheme.

14. ADMINISTRATION AND IMPLEMENTATION OF THE SCHEME

- 14.1 The Scheme shall be administered by the LTIP Committee. The LTIP Committee shall, subject to these By-Laws, administer the Scheme 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 LTIP Committee shall be final and binding.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 14.2 Without limiting the generality of By-Law 14.1, the LTIP Committee may, for the purpose of administering the Scheme, do all acts and things, rectify any error(s) in the LTIP Award(s), execute all documents and delegate any of its powers and duties relating to the Scheme as it may at its sole discretion consider to be necessary or desirable for giving effect to the Scheme including the powers to:
- (i) subject to the provisions of the Scheme, construe and interpret the Scheme and LTIP Award(s) awarded under it, to define the terms therein and to recommend to the Board to establish, amend and revoke rules and regulations relating to the Scheme and its administration. The LTIP Committee in the exercise of this power may correct any defects, supply any omission, or reconcile any inconsistency in the Scheme or in any agreement providing for the LTIP Award(s) in a manner and to the extent it shall deem necessary to expedite and make the Scheme fully effective; and
 - (ii) determine all question of policy and expediency that may arise in the administration of the Scheme 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 LTIP Committee as it shall deem fit.
- 14.4 In implementing the Scheme, the LTIP Committee may at its absolute discretion decide that the LTIP Awards be satisfied by the following methods:
- (i) issuance of new Shares;
 - (ii) acquisition of existing Shares from the open market of Bursa Securities;
 - (iii) transfer of the Company's treasury shares (if any) or any other methods as may be permitted by the Act, as amended from time to time and any re-enactment thereof; or
 - (iv) a combination of any of the above.
- 14.5 For the purpose of facilitating the implementation of the Scheme, the Company and/or the LTIP Committee may, but shall not be obligated to, establish a trust to be administered by a trustee(s) to be appointed by the Company ("**Trustee**") ("**Trust**") in accordance with the trust deed to be entered into between the Company and the Trustee ("**Trust Deed**"). Accordingly, the Company shall have the power to appoint or rescind the appointment of any Trustee as it deems fit for the purpose of administering the Scheme, in accordance with the provision of the Trust Deed. The Company shall have the power from time to time, at any time, to negotiate with the Trustee to amend the provisions of the Trust Deed.
- 14.6 For the purpose of administering the Trust, if and when the Trust is established, the Trustee shall do all such acts and things and enter into any transaction, agreement, deed, document or arrangement or make rules, regulations or impose terms and conditions or delegate part of its power relating to the administration of the Trust, as the LTIP Committee may in its absolute discretion direct for the implementation and administration of the Trust which are expedient for the purpose of giving effect to and carrying out the powers and duties conferred on the Trustee by the Trust Deed.

14.7 The Trustee shall, at such times as the LTIP Committee shall direct, subscribe for and/or acquire the necessary number of existing Shares from the open market of Bursa Securities to accommodate any transfer of the Shares to the CDS account of the LTIP Participant(s). For this purpose, the Trustee will be entitled, from time to time, to the extent permitted by law and as set out under these By-Laws to accept funding and/or assistance, financial or otherwise from RTB and/or any company within RTB Group. The LTIP Committee shall have the discretion to instruct the Trustee to subscribe for new Shares and/or acquire existing Shares from time to time and also to revoke or suspend any such instruction that has earlier been given to the Trustee.

14.8 Should the Trust be terminated pursuant to the Trust Deed, the Trustee shall sell the remaining Shares held by the Trustee and/or its authorised nominee(s) and deal with such funds in accordance with the instructions of the LTIP Committee.

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

15.1 Subject to these By-Laws and compliance with the Listing Requirements and any relevant rules and regulations, the LTIP 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 deem fit and the Board shall have the power, at any 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 Scheme 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 or deletions of these By-Laws PROVIDED THAT no additions, modifications or amendments to or deletions of these By-Laws shall be made which will:

- (i) prejudice any rights which would have accrued to any LTIP Participant(s) without the prior consent or sanction of that LTIP Participant(s); or
- (ii) increase the number of the Shares available under the Scheme beyond the maximum amount set out in By-Law 5 above; or
- (iii) prejudice any rights of the shareholders of the Company; or
- (iv) alter to the advantage of an Eligible Person and/or LTIP Participant(s) in respect of any matters which are required to be contained in these By-Laws without the prior approval of the Company's shareholders obtained in a general meeting unless allowed by the provisions of the Listing Requirements.

Subject to the compliance with the Listing Requirements and any other relevant rules and regulations amendment or modification to the By-Laws does not need the prior approval of Bursa Securities and/ or any other relevant authorities. 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 Scheme no later than 5 Market Days after the effective date of the said amendment or modification is made.

15.3 The LTIP Committee shall within 10 Market Days of any amendment and/or modification made pursuant to these By-Laws notify the LTIP 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 LTIP 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 This Scheme shall not confer or be construed to confer on an Eligible Person any special rights or privileges over the Eligible Person's terms and conditions of employment in RTB 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 Scheme 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 LTIP Awards(s) or this Scheme pursuant to the provisions of these By-Laws.

- 18.2 Notwithstanding any provisions of these By-Laws:

- (i) this Scheme shall not form part of any contract of employment between the Company or any company within RTB Group and any Eligible Person of any company of RTB Group. The rights of any Eligible Person under the terms of his/her office and/or employment with any company within RTB Group shall not be affected by his/her participation in the Scheme, nor shall such participation or the LTIP Award(s) or consideration for the LTIP 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) this Scheme shall not confer on any person any legal or equitable right or other rights under any other law (other than those constituting the LTIP Award(s)) against the Company or any company within RTB 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 RTB Group.
- (iii) no LTIP 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 RTB Group, the LTIP 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 LTIP Award(s) or his/her LTIP 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 Scheme) or the LTIP Committee shall in no event be liable to the LTIP 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 RTB Group, the Board or the LTIP Committee has been advised of the possibility of such damage.

19. DISPUTES

- 19.1 In case any dispute or difference shall arise between the LTIP Committee and an Eligible Person or a LTIP 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 LTIP Committee during the duration of the Scheme. The LTIP 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 LTIP Participant, as the case may be PROVIDED THAT where the dispute is raised by a member of the LTIP Committee, the said member shall abstain from voting in respect of the decision of the LTIP Committee in that instance. In the event the Eligible Person or the LTIP Participant(s), as the case may be, shall dispute the same by written notice to the LTIP Committee within 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 LTIP 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 LTIP Committee shall be borne by such party.
- 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 of the Company or the principal 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 LTIP Award(s), all fees, costs and expenses incurred in relation to the Scheme including but not limited to the fees, costs and expenses relating to the allotment and issuance and/or transfer of the Shares pursuant LTIP Award(s), shall be borne by the Company. Notwithstanding this, the LTIP Participant(s) shall bear any fees, costs and expenses incurred in relation to his/her acceptance of the LTIP Award(s) and/or exercise of the ESOS Option(s) under the Scheme and any holding or dealing of the Shares after the Shares have been successfully issued and allotted or transferred to the LTIP Participant(s) pursuant to the LTIP 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.

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/or exercising of the ESOS Option(s) and any holding or dealing of such Shares (including but not limited to brokerage commissions and stamp duty) under the Scheme shall be borne by the LTIP 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 LTIP Award(s) on the Main Market of Bursa Securities.
- 23.2 The Company and the LTIP 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 LTIP Participant(s) are entitled to.

24. NOTICE

- 24.1 Any notice under the Scheme required to be given to or served upon the LTIP Committee by an Eligible Person or LTIP Participant(s) or any correspondence to be made between an Eligible Person or LTIP Participant(s) to the LTIP Committee shall be given or made in writing and either delivered by hand or sent to the LTIP 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 LTIP Participant(s) pursuant to the Scheme 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 LTIP 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 3 Market Days after posting;
 - (ii) if it is delivered by hand to the Eligible Person or the LTIP 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 LTIP 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.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

Any change of address of the Eligible Person or the LTIP 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 LTIP Committee is required to give, or may desire to give, in relation to matters which may affect all the Eligible Persons or all the LTIP Participant(s) (as the case may be) pursuant to the Scheme, the Company or the LTIP Committee may give such notice through an announcement to all employees of RTB Group to be made in such manner deemed appropriate by the LTIP 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 LTIP 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 Scheme continues in operation as from time to time required by the Listing Requirements.

27. SUBSEQUENT LONG TERM INCENTIVE PLAN

- 27.1 Subject to the approval of Bursa Securities and other relevant authorities, the Company may establish a new long term incentive plan after the expiry date of this scheme or upon termination of this Scheme.
- 27.2 The Company may implement more than 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 Scheme, these By-Laws, all LTIP Award(s) awarded and actions taken under the Scheme shall be governed by and construed in accordance with the laws of Malaysia.
- 28.2 The Eligible Persons, by accepting the LTIP Award(s) in accordance with these By-Laws and terms of the Scheme and the Constitution, irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.

SECTION 1**ESS****29. ESS AWARD**

- 29.1 During the duration of the Scheme as provided under By-Law 13, the LTIP 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 LTIP 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 LTIP 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 100 Shares nor more than the Maximum Allowable Allotment as set out in By-Law 5 and shall be in multiples of 100 Shares. The LTIP Committee may stipulate any terms and conditions it deems appropriate in a ESS Award(s) and the terms and conditions of each may differ.
- 29.3 The LTIP Committee shall, in its LTIP 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 LTIP Committee, if any;
 - (vi) the ESS Vesting Date(s); and
 - (vii) any other terms and conditions deemed necessary by the LTIP Committee.
- 29.4 Under the ESS, the reference price of the ESS Awards to be awarded will be determined based on the fair value of the ESS Awards, which will take into account, amongst others, the market price of the Shares as at or prior to the award date of the ESS Awards.
- 29.5 Without prejudice to By-Law 14, in the event the LTIP 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 1 month after discovery of the error, the Company shall issue a supplemental LTIP 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 30 days from the ESS Award Date (inclusive) or such period as may be determined by the LTIP Committee at its sole discretion on a case to case basis.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 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 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 LTIP 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 ESS Vesting Date(s) during the duration of the Scheme subject to the ESS Participant(s) fulfilling the vesting conditions, if any, as determined by the LTIP 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 LTIP 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 ESS Vesting Date once the vesting conditions, if any, are fully and duly satisfied which include 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 ESS Vesting Date; and
 - (ii) any other conditions which are determined by the LTIP Committee.
- 31.2 If applicable, where the LTIP Committee has determined that the vesting conditions have been fully and duly satisfied, the LTIP Committee shall notify the ESS Participant(s) of the number of the Shares vested or which will be vested to him/her on the ESS 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.
- 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 8 Market Days from the ESS 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 LTIP Committee); and
 - (ii) despatch notices of allotment and/or notice of transfer to the ESS Participant(s) accordingly, if applicable.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 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 LTIP 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 LTIP Committee.
- 31.6 Any failure to comply with the procedures specified by the LTIP 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 LTIP Committee. The LTIP Committee shall inform the ESS Participant of the rejection of the ESS Vesting Notice within 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 LTIP 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 LTIP Committee may impose such terms and conditions as the LTIP 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 LTIP 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;
 - (iii) in the event the ESS Participant is found guilty but no dismissal or termination of service is recommended, the LTIP 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 LTIP Committee to enquire into or investigate the substantiveness and/or validity of such disciplinary proceedings and the LTIP Committee shall not under any circumstances be held liable for any costs, losses, expenses, damages or liabilities, gains or profits foregone, arising from the LTIP 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 RTB 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 RTB 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 RTB 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; or
- (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 RTB Group on the date a receiving order is made against the ESS Participant(s) by a court of competent jurisdiction; or
- (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 RTB Group on the date such event occurs; or
- (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; or
- (v) the subsidiary which employs the ESS Participant(s) ceasing to be part of the RTB 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 RTB Group; or
- (vi) termination of the Scheme 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 RTB Group on the termination date,

whichever shall be applicable.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

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 RTB Group from any loss of any right or benefit or prospective right or benefit under the Scheme which he/she might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from 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 LTIP 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; or
- (ii) retirement before attaining the normal retirement age with the consent of his/her employer; or
- (iii) ill-health, injury, physical or mental disability; or
- (iv) redundancy or retrenchment pursuant to the acceptance by that ESS Participant(s) or a voluntary separation scheme offered by a company within RTB Group; or
- (v) any other circumstance as may be deemed as acceptable to the LTIP Committee in its sole discretion,

PROVIDED THAT no ESS Award(s) shall vest after the expiry of the vesting period. Unless the LTIP 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 LTIP 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 LTIP 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 LTIP Committee may require the executor or administrator of that deceased ESS Participant(s) to provide evidence satisfactory to the LTIP Committee of his status as such executor or administrator, as the case may be.

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 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 scheme. 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 LTIP 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 LTIP Committee may at its discretion determine that his/her unvested ESS Award(s) shall only 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 step child), brother and sister of the ESS Participant(s).

SECTION 2

ESOS

34. ESOS AWARD

- 34.1 During the duration of the Scheme as provided under By-Law 13, the LTIP Committee may, at its sole discretion, at any time and from time to time award the ESOS 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 ESOS Award(s) awarded to selected Eligible Person(s) shall be separate and independent from any previous or subsequent ESOS Award(s) awarded by the LTIP Committee to that Eligible Person.
- 34.2 The actual number of ESOS Option(s) which may be awarded to an Eligible Person shall be at the discretion of the LTIP Committee, subject to any adjustments that may be made under By-Law 9. The number of the Shares which may be allotted and issued upon exercising the ESOS Option(s) shall not be less than 100 Shares nor more than the Maximum Allowable Allotment as set out in By-Law 5 and shall be in multiples of 100 Shares. The LTIP Committee may stipulate any terms and conditions it deems appropriate in a ESOS Award(s) and the terms and conditions of each may differ.
- 34.3 The LTIP Committee shall, in its LTIP Award letter to an Eligible Person, state, amongst others:
- (i) the number of ESOS Option(s) under the ESOS Award(s) that are being awarded to the Eligible Person;
 - (ii) the number of the Share(s) which the Eligible Person shall be entitled to subscribe for upon the exercise of the ESOS Option(s);
 - (iii) the ESOS Award Date;
 - (iv) the manner of acceptance of the ESOS Award(s);
 - (v) the Option Price;
 - (vi) the closing date for acceptance of the ESOS Award(s);
 - (vii) the vesting conditions of the ESOS Option(s) as determined by the LTIP Committee, if any;
 - (viii) ESOS Vesting Date(s); and
 - (ix) any other terms and conditions deemed necessary by the LTIP Committee.
- 34.4 Without prejudice to By-Law 14, in the event the LTIP Award letter contains an error on the part of the Company in stating any of the particulars in By-Law 34.3 above, the following provisions shall apply:
- (i) as soon as possible but in any event no later than 1 month after discovery of the error, the Company shall issue a supplemental LTIP Award letter, stating the correct particulars referred to in By-Law 34.3;

- (ii) in the event that the error relates to particulars other than the Option Price, the Option Price applicable in the supplemental LTIP Award letter shall remain as the Option Price as per the original LTIP Award letter; and
- (iii) in the event that the error relates to the Option Price, the applicable Option Price shall be the Option Price in the supplemental LTIP Award letter and with effect as at the date of the supplemental LTIP Award letter, save and except with respect to any ESOS Option(s) which have already been exercised as at the date of issue of the supplemental LTIP Award letter.

35. ACCEPTANCE

- 35.1 The ESOS Award(s) shall be valid for acceptance by the Eligible Person(s) for a period of 30 days from the ESOS Award Date (inclusive) or such period as the LTIP Committee at its sole discretion on a case to case basis.
- 35.2 The ESOS 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 RM1.00 only, as acceptance of the ESOS Award(s).
- 35.3 The day of receipt by the Company of such written notice shall constitute the date of acceptance of ESOS Award(s).
- 35.4 If the ESOS Award(s) is not accepted in the manner as set out in By-Law 35.2 and within the time as set out in By-Law 35.1 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 ESOS Award(s), the ESOS Award(s) shall automatically lapse and become null and void. The ESOS Award(s) may, at the discretion of the LTIP Committee, be re-offered to other Eligible Person.
- 35.5 Upon acceptance of the ESOS Award(s) by the Eligible Person(s), the ESOS Award(s) will be vested to the ESOS Participant(s) on the ESOS Vesting Date(s) during the duration of the Scheme, subject to the ESOS Participant(s) fulfilling the vesting condition(s), if any, as determined by the LTIP Committee.

36. ESOS VESTING CONDITIONS AND EXERCISE OF OPTIONS

- 36.1 Subject to the provisions of these By-Laws, the ESOS Option(s) awarded to the ESOS Participant(s) are exercisable by that ESOS Participant(s) during his/her employment in RTB Group during the duration of the Scheme. All unexercised ESOS Options shall become null and void after the expiry date of this Scheme without any claim against the Company or any company within RTB Group.
- 36.2 The LTIP Committee shall, as and when it deems necessary, review and determine at its own discretion the vesting conditions specified in respect of the ESOS Award(s). The ESOS Option(s) can be exercised by the ESOS Participant(s) on the ESOS Vesting Date once the vesting conditions, if any, are fully and duly satisfied which includes amongst others, the following:
 - (i) the ESOS Participant(s) must remain as an employee and shall not have given a notice to resign or receive a notice of termination on the ESOS Vesting Date; and
 - (ii) any other conditions which are determined by the LTIP Committee.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 36.3 If applicable, where the LTIP Committee has determined that the vesting conditions have been fully and duly satisfied, the LTIP Committee shall notify the ESOS Participant(s) the number of ESOS Options vested or which will be vested to him/her on the ESOS Vesting Date ("**ESOS Vesting Notice**").
- 36.4 A ESOS Participant shall exercise his/her vested ESOS Option(s) by notice in writing to the Company in such form as the LTIP Committee may prescribe or approve. The procedure for the exercise of the ESOS Option(s) to be complied with by a ESOS Participant shall be determined by the LTIP Committee from time to time.
- 36.5 Every written notice to exercise the ESOS Option(s) shall state the number of the Shares that a ESOS Participant intends to subscribe and shall state his CDS Account ("**Notice of Exercise**").
- 36.6 The ESOS Participant(s) shall complete the Notice of Exercise together with the remittance for the full amount of the subscription monies payable in respect thereof in Ringgit Malaysia in the form of a banker's draft or cashier's order drawn and payable in Malaysia or any other mode acceptable to the LTIP Committee for the full amount of the Option Price in relation to the number of the Shares in respect of which the Notice of Exercise is given 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 8 Market Days from the date of receipt of the Notice of Exercise 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 ESOS Participant(s) (subject to absolute discretion of the LTIP Committee);
 - (ii) despatch a notice of allotment to the ESOS Participant, if applicable.
- 36.7 The Shares arising from the exercising of the ESOS Award(s) shall be credited directly to the CDS Account of the ESOS Participant(s) and no physical share certificate will be issued and delivered to the ESOS Participant(s). The ESOS Participant(s) shall provide the LTIP Committee with his/her CDS Account number when accepting the ESOS Award(s). Any change to the ESOS Participant(s)' CDS Account number will need to be made in writing to the LTIP Committee.
- 36.8 Any failure to comply with the procedures specified by the LTIP Committee or to provide information as required by the Company in the Notice of Exercise or inaccuracy in the CDS Account number provided shall result in the Notice of Exercise being rejected at the sole discretion of the LTIP Committee. The LTIP Committee shall inform the ESOS Participant of the rejection of the Notice of Exercise within 5 Market Days from the date of rejection and the ESOS Participant shall then be deemed not to have exercised his/her ESOS Option(s).
- 36.9 The LTIP Committee may with its power under By-Law 14, at any time and from time to time, before and after the ESOS Award(s) is awarded, limit the exercise of the ESOS Options to a maximum number of Shares and/or such percentage of the total Shares comprised in the ESOS Options and impose any other terms and/or conditions deemed appropriate by the LTIP Committee in its sole discretion including amending or varying any terms and conditions imposed earlier.
- 36.10 A ESOS Participant shall exercise the ESOS Option(s) awarded to him/her in whole or in part multiples of 100 new Shares or such other units of the Shares constituting 1 board lot as may be determined by the LTIP Committee, save and except where a ESOS Participant's balance of ESOS Option(s) exercisable in accordance with these By-Laws shall be less than 100 new Shares or such other units of the Shares constituting 1 board lot as may be determined by the LTIP Committee, in which case the said balance shall, if exercised, be exercised in a single tranche. Such partial exercise of an ESOS Option shall not preclude the ESOS Participant from exercising the ESOS Option(s) as to the balance of any ESOS Option(s).

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 36.11 Notwithstanding anything contrary contained in these By-Laws, the LTIP Committee shall have the right, at its sole discretion by notice in writing to the relevant ESOS Participant(s) to that effect, to suspend the right of any ESOS 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 ESOS Participant or are found to have had no basis or justification) to exercise his/her ESOS Option(s) pending the outcome of such disciplinary proceedings.
- 36.12 In addition to the right to suspend, the LTIP Committee may impose such terms and conditions as the LTIP Committee shall deem appropriate at its sole discretion, on the ESOS Participant's right to exercise his/her ESOS Option(s) having regard to the nature of the charges made or brought against such ESOS Participant, PROVIDED ALWAYS THAT:
- (i) in the event such ESOS Participant is found not guilty of the charges which gave rise to such disciplinary proceedings, the LTIP Committee shall reinstate the right of such ESOS Participant to exercise his/her ESOS Option(s);
 - (ii) in the event the disciplinary proceedings result in a recommendation for the dismissal or termination of service of such ESOS Participant, all unexercised and partially exercised ESOS Option(s) of the ESOS Participant shall immediately lapse and become null and void and of no further force and effect, without notice to the ESOS Participant, upon pronouncement of the dismissal or termination of service of such ESOS Participant notwithstanding that such recommendation, dismissal and/or termination of service may be subsequently challenged or disputed by the ESOS Participant in any other forum;
 - (iii) in the event the ESOS Participant is found guilty but no dismissal or termination of service is recommended, the LTIP Committee shall have the right to determine at its sole discretion whether or not the ESOS Participant may continue to exercise his/her ESOS Option(s) or any part thereof and if so, to impose such terms and conditions as it deems appropriate, on such exercise right.

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

37. NON-TRANSFERABILITY

- 37.1 An ESOS 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.
- 37.2 Subject to the provisions in these By-Laws, an ESOS Award(s) is personal to the ESOS Participant(s) during his/her employment or appointment within RTB Group and it shall not be transferred, assigned or disposed of by the ESOS Participant(s).

38. OPTION PRICE

- 38.1 Subject to any adjustments in accordance with By-Law 9 and pursuant to the Listing Requirements, the Option Price shall be based on a price to be determined by the Board upon recommendation of the LTIP Committee which will be based on the volume weighted average price of the Shares for the 5 Market Days immediately preceding the ESOS Award Date with a discount of not more than 10% or such other percentage of discount as may be permitted by Bursa Securities or any other relevant authorities from time to time during the duration of the Scheme.

39. TERMINATION OF ESOS AWARD(S)

- 39.1 Prior to the full vesting of any ESOS Award(s) in the manner as provided for under By-Law 36.3, such ESOS 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 ESOS Participant(s) within RTB Group for any reasons whatsoever, in which event the ESOS 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 RTB Group on the day the ESOS Participant(s)' employer accepts his/her notice of resignation or the ESOS Participant(s)' employer notifies the ESOS Participant(s) of termination of his/her employment or on the day the ESOS Participant(s) notifies his/her employer of his/her resignation or on the ESOS Participant(s)' last day of employment, whichever is the earlier; or
 - (ii) bankruptcy of the ESOS Participant(s), in which event the ESOS 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 RTB Group on the date a receiving order is made against the ESOS Participant(s) by a court of competent jurisdiction; or
 - (iii) upon the happening of any other event which results in the ESOS Participant(s) being deprived of the beneficial ownership of the ESOS Award(s), in such event the ESOS 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 RTB Group on the date such event occurs; or
 - (iv) winding up or liquidation of the Company, in such event the ESOS Option(s) shall be automatically terminated 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; or
 - (v) termination of the Scheme pursuant to By-Law 13.5, in such event the ESOS 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 RTB Group on the termination date;

whichever shall be applicable.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 39.2 Upon the termination of the ESOS Award(s) pursuant to By-Laws 39.1 above, the ESOS Participant(s) shall have no right to compensation or damages or any claim against the Company or any company within RTB Group from any loss of any right or benefit or prospective right or benefit under the Scheme which he/she might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from 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 ESOS Award(s) or his/her ESOS Award(s) ceasing to be valid.
- 39.3 Notwithstanding By-Law 39.1 above, the LTIP Committee may at its discretion allow a ESOS Participant to continue to hold and to exercise any ESOS Option(s) held by him/her 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; or
 - (ii) retirement before attaining the normal retirement age with the consent of his/her employer; or
 - (iii) ill-health, injury, physical or mental disability; or
 - (iv) redundancy, retrenchment pursuant to the acceptance by that ESOS Participant(s) or voluntary separation scheme offered by a company within RTB Group; or
 - (v) any other circumstances as may be deemed as acceptable to the LTIP Committee in its sole discretion.
- 39.4 Applications under By-Law 39.3 above shall be made during the duration of the Scheme and:
- (i) in a case where By-Law 39.3(i), (ii) or (v) is applicable, within 1 month before the ESOS Participant(s)' last day of employment, the ESOS Participant(s) may be vested with such number of unvested Shares under the ESOS Award(s) within the said 1-month period. In the event that no application is received by the LTIP Committee within the said period, any such number of unvested Shares under the ESOS Award(s) at the expiry of the said period shall be automatically terminated;
 - (ii) in a case where By-Law 39.3(iii) is applicable, within 1 month after the ESOS Participant(s) notifies his/her employer of his/her resignation due to ill-health, injury, physical or mental disability, the ESOS Participant(s) may be vested with such number of unvested Shares under the ESOS Award(s) within the said 1-month period. In the event that no application is received by the LTIP Committee within the said period, any unvested Shares under the ESOS Award(s) at the expiry of the said period shall be automatically terminated; and
 - (iii) in a case where By-Law 39.3(iv) is applicable, within 1 month after the ESOS Participant(s) are notified that he/she will be retrenched or, where he/she is given an offer by his/her employer as to whether he/she wishes to accept retrenchment upon certain terms, within 1 month after he/she accepts such offer. Thereafter, any such number of unvested and/or unexercised Shares under the ESOS Award(s) at the expiry of the said period shall be automatically terminated.

APPENDIX I – DRAFT BY-LAWS (Cont'd)

- 39.5 The LTIP Committee shall consider applications under By-Law 39.3 on a case to case basis and may at its sole discretion approve or reject any application in whole or in part without giving any reasons thereof and may impose any terms and conditions in granting an approval. The decisions of the LTIP Committee shall be final and binding. In the event the LTIP Committee approves an application in whole or in part, the ESOS Participant(s) may exercise the ESOS Option(s) which are the subject of the approval for such period so approved by the LTIP Committee during the duration of the Scheme and subject to the provisions of By-Law 36. Any ESOS Option(s) in respect of which an application is rejected shall be deemed automatically terminated on the date of termination stipulated in the relevant paragraph of By-Law 39.1 or on the date of the LTIP Committee's decision, whichever is the later.
- 39.6 In the event a ESOS Participant(s) dies before the expiration of the duration of the Scheme and at the time of his/her death held unexercised ESOS Option(s), such unexercised ESOS Option(s) may be exercised by the representative of the deceased ESOS Participant(s) after the date of his/her death PROVIDED THAT such exercise shall be within the duration of the Scheme subject to the approval of the LTIP Committee.
- 39.7 Notwithstanding By-Law 39.6 above, the ESOS 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 exercise the ESOS Option(s) (which are unexercised at the time of the death of the deceased ESOS Participant(s)) or after the death of the deceased ESOS Participant(s) but in any event during the duration of the scheme. The ESOS Option(s) exercised pursuant to the provision of this By-Law 39.7 may be for the benefit of the estate of the ESOS Participant(s) or the personal benefit of the nominated person. The nomination as aforesaid shall be made by the ESOS Participant(s) during his/her lifetime and shall be in the prescribed form approved by the LTIP Committee and the Shares to be allotted and issued will be in the name of the deceased ESOS Participant(s)'s estate or in the name of the nominated person as the ESOS Participant(s) shall elect in his/her lifetime. In the event no nomination is made by the ESOS Participant(s) during his/her lifetime, his/her unexercised ESOS Option(s) shall only be exercised by the legal personal representatives pursuant to By-Law 39.6 above.
- 39.8 For the purposes of By-Law 39.7 above, the term "immediate family members" shall include the spouse, parent, child (including legally adopted child but excluding step child), brother and sister of the ESOS Participant(s).

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APPENDIX II – FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by our Board, and the Directors collectively and individually accept full responsibility for the accuracy of the information given 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 in this Circular misleading.

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

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

Conflict of interest

M&A Securities has given its confirmation that no conflict of interest exists or is likely to exist in relation to its role as the Principal Adviser for the Proposed LTIP in the Circular.

3. MATERIAL LITIGATION, CLAIMS AND ARBITRATION

As at the LPD, our Group is not engaged in any litigation, claims or arbitration, either as plaintiff or defendant, which may have a material effect on the financial position of our Group and our Board has no knowledge of any proceedings, pending or threatened, against our Group or of any fact which is likely to give rise to any proceeding which may materially and adversely affect our business or financial position of our Group.

4. MATERIAL COMMITMENT

As at the LPD, save as disclosed below, there are no 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:

	RM'000
Approved and contracted for:	
Procurement and implementation of enterprise resource planning (ERP) and information technology software	1,083
	<u>1,083</u>

5. CONTINGENT LIABILITIES

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

Description	RM'000
Corporate guarantees for credit facilities and performance obligations	147,166
Bank guarantees comprising performance, mobilisation and tender bonds issued to third parties	108,181
	<u>255,347</u>

6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office at 29-2, Level 29, Oval Damansara, 685, Jalan Damansara, Taman Tun Dr. Ismail, 60000 Kuala Lumpur during normal business hours from Monday to Friday (except public holidays) from the date of this Circular up to and including the date of the EGM:

- (i) the Constitution;
- (ii) the audited consolidated financial statements of RTB for the FYE 31 December 2024 and FYE 31 December 2025 as well as the latest unaudited quarterly results of RTB for the 3-month financial period ended 31 March 2026;
- (iii) the letters of consent and declarations as referred to in Section 2 above; and
- (iv) the draft By-Laws as referred to in Appendix I of this Circular.

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ROHAS TECNIC BERHAD

(Registration No. 199401016997 (302675-A))
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting ("**EGM**") of Rohas Tecnic Berhad ("**RTB**" or the "**Company**") will be held at Topas Room, Ground Floor, The Saujana Hotel Kuala Lumpur, Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Shah Alam, Selangor Darul Ehsan, Malaysia on Tuesday, 28 July 2026 at 10.00 a.m. for the purpose of considering and, if thought fit, passing the following resolutions, with or without modifications:

ORDINARY RESOLUTION 1

PROPOSED ESTABLISHMENT OF A LONG TERM INCENTIVE PLAN ("LTIP**") OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES OF THE COMPANY (EXCLUDING TREASURY SHARES, IF ANY) AT ANY POINT OF TIME DURING THE DURATION OF THE LTIP FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF RTB AND ITS SUBSIDIARY(IES) ("**RTB GROUP**" OR "**GROUP**") (EXCLUDING THOSE WHICH ARE DORMANT), WHO FULFIL THE ELIGIBILITY CRITERIA AS SET OUT IN THE BY-LAWS OF THE LTIP ("**PROPOSED LTIP**" OR "**SCHEME**")**

"THAT subject to the approvals of all relevant authorities (where required) being obtained, and to the extent permitted by law and the Constitution of the Company ("**Constitution**"), the Board be and is hereby authorised to:

- (a) establish, implement and administer the Proposed LTIP of up to 15% of the total number of issued shares of the Company (excluding treasury shares, if any) at any point of time during the duration of the LTIP for the eligible directors and employees of RTB Group (excluding those which are dormant) ("**Eligible Persons**") in accordance with the provisions of the by-laws governing the Proposed LTIP ("**By-Laws**"), a draft of which is set out in Appendix I of the circular to shareholders of the Company dated 24 June 2026 ("**Circular**"), and to give full effect to the Proposed LTIP with full power to assent to any conditions, variations, modifications and/or amendments as may be required by the relevant authorities. The Proposed LTIP comprises the proposed establishment of an employees' share scheme ("**Proposed ESS**") and proposed employees' share option scheme ("**Proposed ESOS**");
- (b) allot and issue and/ or transfer from time to time such number of ordinary shares in RTB to the Eligible Persons upon vesting of the employee share scheme awards pursuant to the Proposed ESS ("**ESS Awards**") and/ or exercise of the share options ("**ESOS Options**") pursuant to the Proposed ESOS ("**ESOS Grants**") under the Proposed LTIP, provided that the maximum number of RTB Shares which may be made available under the Proposed LTIP shall not in aggregate exceed 15% of the total number of issued shares of the Company (excluding treasury shares, if any) at any point of time during the duration of the Proposed LTIP;

- (c) the RTB Shares arising upon vesting of the ESS Awards and/ or exercising of the ESOS Options shall, upon allotment and issuance, rank equally in all respects with the existing RTB Shares and together with the RTB Shares procured by the Company, via the trustee if any, for transfer, 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 RTB Shares, the record date for which is on or after the date on which the RTB Shares are credited into the central depository system accounts of the Eligible Persons and shall in all other respects rank equally with other existing RTB Shares then in issue;
- (d) if required, establish a trust to be administered by a trustee(s) to be appointed by the Company ("**Trustee**") ("**Trust**") in accordance with the trust deed to be entered into between the Company and the Trustee ("**Trust Deed**"), and to authorise the Trustee to accommodate any transfer of Shares to the central depository system accounts of the Eligible Persons at a time when the Company shall direct, subscribe for and/ or acquire the necessary number of existing RTB Shares from the open market of Bursa Securities, and be entitled from time to time to the extent permitted by law and as set out under the By-Laws to accept funding and/ or assistance, financial or otherwise from the Company and/or any company within RTB Group;
- (e) add, amend, modify and/ or delete all or any part of the terms and conditions as set out in the By-Laws governing the Scheme from time to time provided that such additions, amendments, modifications and/or deletions are effected in accordance with the provisions of the By-Laws, and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Proposed LTIP; and
- (f) do all things necessary and make the necessary applications to Bursa Securities for the listing of and quotation for the new Shares that may, hereafter from time to time, be issued pursuant to the Proposed LTIP;

THAT the Board be and is hereby authorised to give effect to the Proposed LTIP with full power to assent to any conditions, modifications, variations and/or amendments in any manner as may be required by the relevant authorities and to deal with all matters relating thereto and to take all such steps and do all acts, deeds and things in any manner as they may deem necessary or expedient to implement, finalise and give full effect to the Proposed LTIP.

THAT the draft By-Laws, as set out in Appendix I of the Circular and which is in compliance with the Listing Requirements, be and is hereby approved and adopted.

AND THAT pursuant to Section 85(1) of the Companies Act 2016 read together with Clauses 16 and 17 of the Company's Constitution, approval be and is hereby given to waive and approve the disapplication of the pre-emptive rights of the existing shareholders of the Company to be offered new Shares ranking equally to the existing issued Shares arising from the allotment and issuance of new RTB Shares pursuant to the Proposed LTIP."

ORDINARY RESOLUTIONS 2 TO 7

PROPOSED ALLOCATION OF LTIP AWARDS TO THE ELIGIBLE DIRECTORS OF RTB AND EMPLOYEES WHO ARE PERSONS CONNECTED TO THE ELIGIBLE DIRECTORS PURSUANT TO THE PROPOSED LTIP ("PROPOSED ALLOCATION")

"**THAT** subject to the passing of Ordinary Resolution 1 above and the approvals of the relevant authorities (where required) being obtained for the Proposed LTIP, the Board be and is hereby authorised at any time and from time to time during the duration of the Proposed LTIP, to award such number of Offer to the following persons, subject to the provisions of the By-Laws of the Proposed LTIP:

No.	Name	Ordinary resolutions
1.	Shaharuddin Bin Zainuddin <i>(Independent Non-Executive Chairman)</i>	Resolution 2
2.	Sia Bun Chun <i>(Non-Independent Non-Executive Director)</i>	Resolution 3
3.	Wan Afzal-Aris Bin Wan Azmi <i>(Non-Independent Non-Executive Director)</i>	Resolution 4
4.	Kamarol Zaman Bin Radzak <i>(Independent Non-Executive Director)</i>	Resolution 5
5.	Amylia Azlan <i>(Independent Non-Executive Director)</i>	Resolution 6
6.	Pauline Teh @ Pauline Teh Abdullah <i>(Independent Non-Executive Director)</i>	Resolution 7

provided always that:

- (a) the abovementioned persons must not participate in the deliberation or discussion of their own allocation, as well as that of the persons connected with them, under the Proposed LTIP; and
- (b) not more than 15.0% (or such other percentage as may be permitted by Bursa Securities or any other relevant authorities from time to time) of the total number of issued shares of the Company made available under the Proposed LTIP shall be allocated to any Eligible Person who, either singly or collectively through persons connected (as defined in the Listing Requirements) with the Eligible Person, holds 20.0% (or such other percentage as may be permitted by Bursa Securities or any other relevant authorities from time to time) or more of the total number of issued shares of the Company (excluding treasury shares, if any);

subject always to such terms and conditions and/ or any adjustments which may be made in accordance with the provisions of the By-Laws of the Proposed LTIP and any prevailing guidelines issued by Bursa Securities, the Listing Requirements or any other relevant authorities as amended from time to time.

AND THAT the Board be further authorised to issue such number of Shares pursuant to the Proposed LTIP and Proposed Allocation from time to time, to the abovementioned persons."

BY ORDER OF THE BOARD OF ROHAS TECNIC BERHAD

TAN KAH KOON (MAICSA 7066666)
SSM PC No. 201908001500

CHONG MEI YAN (MAICSA 7047707)
SSM PC No. 202008001961
Company Secretaries

Kuala Lumpur

24 June 2026

Notes:

1. In respect of deposited securities, only members whose names appear in the Record of Depositors on 20 July 2026 (General Meeting Record of Depositors) shall be eligible to attend and vote at this Extraordinary General Meeting ("EGM" or "Meeting"), or appoint a proxy to attend and vote on his behalf. A proxy may but need not be a member of the Company.
2. A member who is an authorised nominee may appoint not more than two (2) proxies in respect of each securities account he holds with ordinary shares of the Company standing to the credit of the said securities account. A member other than an authorised nominee shall be entitled to appoint not more than two (2) proxies to attend and vote at the same meeting. For a member who is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account the member holds.
3. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless the member specifies the proportions of the member's shareholding to be represented by each proxy.
4. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if the appointor is a corporation either under Common Seal or under the hand of an officer or attorney duly authorised.
5. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office of the Share Registrar, Securities Services (Holdings) Sdn Bhd at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan not less than forty-eight (48) hours before the time for holding the Meeting or any adjournment thereof. All resolutions set out in this notice of meeting are to be voted by poll.

The Administrative Guide for the Conduct of the EGM is available for download at www.rohastecnic.com.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the Extraordinary General Meeting 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 Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance list, minutes and other documents relating to the Extraordinary General Meeting (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.



ROHAS TECNIC BERHAD
(Registration No. 199401016997 (302675-A))
(Incorporated in Malaysia)

PROXY FORM

I/We, _____ NRIC No./Passport No./ Company No. _____

Address: _____

Contact Number: _____

being a member/members of **ROHAS TECNIC BERHAD**, hereby appoint

Full Name	NRIC No./Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			
Email address		Contact number:	

*and/*or failing him/her (*delete as appropriate)

Full Name	NRIC No./Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			
Email address		Contact number:	

or failing him/her/them, the Chairman of the Meeting as *my/our proxy to vote for *me/us on *my/our behalf at the Extraordinary General Meeting ("**EGM**") of the Company to be held at Topas Room, Ground Floor, The Saujana Hotel Kuala Lumpur, Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Shah Alam, Selangor Darul Ehsan, Malaysia ("**Meeting Venue**") on Tuesday, 28 July 2026 at 10:00 a.m. or any adjournment thereof and *my/our proxy is to vote as indicated below: -

		RESOLUTION	**FOR	**AGAINST
AGENDA:-				
	Ordinary Resolutions			
1.	Proposed LTIP	1		
2.	LTIP Awards to Director - Shaharuddin Bin Zainuddin	2		
3.	LTIP Awards to Director - Sia Bun Chun	3		
4.	LTIP Awards to Director - Wan Afzal-Aris Bin Wan Azmi	4		
5.	LTIP Awards to Director - Kamarol Zaman Bin Radzak	5		
6.	LTIP Awards to Director - Amylia Azlan	6		
7.	LTIP Awards to Director – Pauline Teh @ Pauline Teh Abdullah	7		

*** (Please indicate with an "X" in the space provided and to show how you wish your vote to be cast. If no specific direction as to voting is given, the proxy will vote or abstain at his/her discretion).*

Dated on this _____ day of _____ 2026

CDS Account No.	
No. of shares held	

Signature(s) / Common Seal of Shareholder(s)

* Strike out whichever is inapplicable

Notes:

1. In respect of deposited securities, only members whose names appear in the Record of Depositors on 20 July 2026 (General Meeting Record of Depositors) shall be eligible to attend and vote at this Extraordinary General Meeting ("EGM" or "Meeting"), or appoint a proxy to attend and vote on his behalf. A proxy may but need not be a member of the Company.
2. A member who is an authorised nominee may appoint not more than two (2) proxies in respect of each securities account he holds with ordinary shares of the Company standing to the credit of the said securities account. A member other than an authorised nominee shall be entitled to appoint not more than two (2) proxies to attend and vote at the same meeting. For a member who is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account the member holds.
3. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless the member specifies the proportions of the member's shareholding to be represented by each proxy.
4. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or if the appointor is a corporation either under Common Seal or under the hand of an officer or attorney duly authorised.
5. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office of the Share Registrar, Securities Services (Holdings) Sdn Bhd at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan not less than forty-eight (48) hours before the time for holding the Meeting or any adjournment thereof. All resolutions set out in this notice of meeting are to be voted by poll.

The Administrative Guide for the Conduct of the EGM is available for download at rohastecnic.com.

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AFFIX
STAMP

The Share Registrar
ROHAS TECNIC BERHAD
199401016997 (302675-A)

c/o **Securities Services (Holdings) Sdn Bhd**
Level 7, Menara Milenium, Jalan Damanlela
Pusat Bandar Damansara, Damansara Heights
50490 Kuala Lumpur
Wilayah Persekutuan Kuala Lumpur

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