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

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GENETEC TECHNOLOGY BERHAD
Registration No. 199701030038 (445537-W)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

PROPOSED ESTABLISHMENT OF A LONG-TERM INCENTIVE PLAN IN THE FORM OF AN EMPLOYEES' SHARE GRANT SCHEME FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF GENETEC AND ITS SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES)

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser



The extraordinary general meeting ("**EGM**") of Genetec Technology Berhad ("**Genetec**" or "**Company**") will be conducted fully virtual through live streaming and meeting online platform of TIIH Online provided by Tricor Investor & Issuing House Services Sdn Bhd in Malaysia via its website at <https://tiih.online> or <https://tiih.com.my> (Domain Registration number with MYNIC: D1A282781) on Thursday, 29 August 2024 at 9:30 a.m., and at any adjournment thereof. The Notice of EGM together with the Proxy Form are enclosed in this Circular.

As a shareholder, you are entitled to appoint a proxy or proxies to attend and vote on your behalf. If you wish to do so, kindly complete and deposit the Form of Proxy at the Company's Share Registrar's office at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur or its Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur or alternatively by electronic lodgement via TIIH online website at <https://tiih.online> (kindly refer to the Administrative Guide for the EGM on the procedure for electronic submission of Proxy Form via TIIH Online), not less than forty-eight (48) hours before the time appointed for the EGM or any adjournment thereof.

IMPORTANT DATES

Last date and time for lodging the Proxy Form : Tuesday, 27 August 2024 at 9:30 a.m.
Date and time for the EGM : Thursday, 29 August 2024 at 9:30 a.m.

This Circular is dated 1 August 2024

DEFINITIONS

In this Circular, unless otherwise indicated, the following words and abbreviations shall have the following meanings:

Act	:	Companies Act 2016 and any amendments made thereto from time to time
Award Date	:	The date of the Grant is made in writing by the LTIP Committee
Board	:	Board of Directors of Genetec
Bursa Securities	:	Bursa Malaysia Securities Berhad (Registration No.: 200301033577 635998-W)
By-Laws	:	By-laws governing the rules, terms and conditions of the Proposed LTIP as may be modified, varied and/ or amended from time to time, the draft of which is set out in Appendix I of this Circular
Circular	:	This circular dated 1 August 2024 to the shareholders of Genetec in relation to the Proposed LTIP
Constitution	:	The constitution of Genetec, as may be amended from time to time
Effective Date	:	The date following the full compliance with all relevant requirements of the Listing Requirements in the relation to the Proposed LTIP
EGM	:	Extraordinary general meeting
Eligible Director(s)	:	Executive Directors of the Genetec and/or a director of the subsidiaries who meet the conditions and criteria of eligibility for participation in the Scheme as determined by the LTIP Committee, in accordance with the By-Laws
Eligible Employee(s)	:	Such employee of any corporation within Genetec Group who meet the conditions and criteria of eligibility for participation in the Scheme as determined by the LTIP Committee, in accordance with the By-Laws
Eligible Person(s)	:	Eligible Director or Eligible Employee, or both, as the case may be
EPS	:	Earnings per share
Evaluation Factors	:	Factors for the consideration of the LTIP Committee such as seniority, job grading, performance, annual appraised 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 discretion deem fit
Executive Director	:	A natural person who is or will be a Director in a full-time executive capacity who is involved in the day-to-day management
Existing Scheme	:	Existing share option scheme to the eligible directors and employees of Genetec Group, which was established on 9 October 2020 and will expire on 8 October 2025
Extended LTIP Period	:	Extended period of up to 5 years, at the discretion of the Board upon the recommendation of the LTIP Committee, subject to an aggregate of 10 years from the Effective Date

DEFINITIONS

FPE	:	Financial period ended
FYE	:	Financial year ended or ending, as the case may be
Genetec Group or Group	:	Collectively, Genetec and its subsidiaries (excluding subsidiaries which are dormant)
Genetec or Company	:	Genetec Technology Berhad (Registration No. 199701030038 (445537-W))
Genetec Share(s) or Share(s)	:	Ordinary shares in the Company
Interested Directors	:	All Executive Directors of Genetec. As at the LPD, the executive directors of Genetec who are eligible to participate in the Proposed LTIP are Chin Kem Weng and Sow Ewe Lee
KAF IB or Principal Adviser	:	KAF Investment Bank Berhad (Registration No. 197401003530 (20657-W))
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities, as amended from time to time
LPD	:	15 July 2024 , being the latest practicable date prior to the date of printing of this Circular
LTIP Committee	:	A committee to be appointed by the Board in accordance with the By-Laws
LTIP or Scheme	:	Long-term incentive plan established by Genetec, pursuant to the By-Laws
LTIP Period	:	A duration of 5 years commencing from the Effective Date
Maximum Shares	:	The aggregate maximum number of Genetec Shares which may be made available under the Scheme shall not exceed 5% of the total number of issued shares of the Company (excluding treasury shares, if any) at any point in time during the duration of the Proposed LTIP
MFRS 2	:	Malaysian Financial Reporting Standards 2 - Share-based Payments as issued by the Malaysian Accounting Standards Board
NA	:	Net Assets
Outstanding Options	:	Outstanding options granted under the Existing Scheme
Participant(s)	:	Eligible Person(s) who has accepted the Grant, in accordance with the provisions of the By-Laws
Proposed Allocations	:	Any specific allocations of the Grants to the Executive Directors, as well as the specific allocations to persons connected with them, if any Shareholders' approval would be sought for the specific allocations to persons connected with the Executive Director

DEFINITIONS

Proposed LTIP	:	Proposed establishment of a long-term incentive plan in the form of an employees' share grant scheme for the Eligible Persons
PSP	:	The performance share plan to be established under the Proposed LTIP
PSP Grant or Grant	:	A grant of such number of Genetec Shares to be made under the PSP to the Eligible Persons with a specified vesting period at no consideration
RM and sen	:	Ringgit Malaysia and sen, respectively
Shareholders	:	Registered holders of the Shares
Trustee	:	The trustee to be appointed by the Company to administer the trust, if established
VWAMP	:	Volume-weighted average market price

All references to "we", "us", "our" and "ourselves" are to our Company and, where the context requires otherwise, the subsidiaries of our Company. All references to "you" in this Circular are to the shareholders of Genetec.

Words denoting the singular number only shall include the plural and *vice versa* and words denoting the masculine gender shall, where applicable, include the feminine gender, neuter gender and *vice versa*. Reference to persons shall include a body of persons, corporate or unincorporated (including a trust), unless otherwise specified.

Any reference to a time of day shall be a reference to Malaysian time, unless otherwise stated. Any reference to any provision of a statute, rule, regulation, enactment or rule of stock exchange shall be construed as a reference to the provision of such statute, rule, regulation, enactment or rule of stock exchange as modified by any written law or amendment or re-enactment to the statute, rule, regulation, enactment or rule 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 the Board after due enquiry, which are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the anticipated results, performance or achievements expressed or implied in such forward-looking statements. In light of these and other uncertainties, the inclusion of a forward-looking statement in this Circular should not be regarded as a representation or warranty that the Company's plans and objectives will be achieved.

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EXECUTIVE SUMMARY

This Executive Summary highlights only the pertinent information from other parts of this Circular. You are advised to read and understand the contents of this Circular in its entirety and not to rely solely on this Executive Summary in forming a decision on the Proposed LTIP before voting at the EGM.

Key information	Description	Reference in Circular
Summary of the Proposed LTIP	Proposed establishment of the LTIP in the form of an employees' share grant scheme for the Eligible Executive Directors of Genetec, Eligible Directors of Genetec's subsidiaries (excluding dormant subsidiaries) and Eligible Employees of Genetec and its subsidiaries (excluding dormant subsidiaries).	Section 2
Rationale for the Proposed LTIP	<ul style="list-style-type: none">(i) Continue the Company's efforts to recognise, reward, retain and motivate Eligible Persons whose contributions are important to the Group;(ii) Attract prospective skilled and experienced employees to the Group by making the total compensation package more competitive and attractive;(iii) Motivate Eligible Persons towards better performance through greater productivity and loyalty;(iv) Create a greater sense of dedication and belonging of Eligible Persons as they will be able to participate directly in the long-term development and growth of the Group;(v) Reinforce pay for performance to achieve a balance between retention and value creation; and(vi) Foster an ownership culture within the Group by aligning the interests of Eligible Persons with the interests of shareholders of the Company.	Section 4
Approvals required/obtained	The Proposed LTIP are subject to the following: <ul style="list-style-type: none">(i) Bursa Securities, for the listing of and quotation for the new Shares to be issued pursuant to the Proposed LTIP, which was obtained vide its letter dated 12 July 2024;(ii) the shareholders of Genetec, at a general meeting to be convened, for the Proposed LTIP and the Proposed Allocations; and(iii) any other relevant authorities; if required.	Section 7
Conditionality	The Proposed LTIP is not conditional or inter-conditional upon any other corporate exercise or scheme undertaken or to be undertaken by Genetec.	Section 8

EXECUTIVE SUMMARY

Key information	Description	Reference in Circular
Interests of Directors and/or major shareholders and/or persons connected to them	<p>The Interested Directors are eligible to participate in the Proposed LTIP and are therefore deemed to be interested in the Proposed LTIP to the extent of their respective allocations as well as the allocations to persons connected with them (if any) under the Proposed LTIP. Notwithstanding the foregoing, the Board has deliberated on the Proposed LTIP and has agreed to present the Proposed LTIP to the shareholders of the Company for their consideration and approval.</p> <p>Accordingly, all Interested Directors will abstain from all deliberations and voting in respect of the specific allocation of the Grants to themselves as well as the specific allocations to any persons connected with them (if any) at the relevant board meetings of the Company.</p> <p>The Interested Directors will also abstain and undertake to ensure that persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings in Genetec on the resolutions pertaining to the Proposed Allocations under the Proposed LTIP at a general meeting to be convened.</p>	Section 9
Directors' Statement and Recommendation	<p>The Board (save for the Interested Directors in relation to their respective Proposed Allocations), having considered all aspects of the Proposed LTIP, including but not limited to the rationale and financial effect of the Proposed LTIP, is of the opinion that the Proposed LTIP is in the best interest of the Company.</p> <p>Accordingly, the Board recommends that you vote in favour of the resolutions pertaining to the Proposed LTIP and Proposed Allocations to be tabled at the forthcoming EGM of the Company.</p>	Section 10

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GENETEC TECHNOLOGY BERHAD
Registration No. 199701030038 (445537-W)
(Incorporated in Malaysia)

Registered Office:

Lot 7, Jalan P10/11, Seksyen 10,
Kawasan Perusahaan Bangi,
43650 Bandar Baru Bangi,
Selangor Darul Ehsan.

1 August 2024

BOARD OF DIRECTORS

Allen Lik-Hook Ting	<i>(Chairman and Independent Non-Executive Director)</i>
Chin Kem Weng	<i>(Managing Director)</i>
Sow Ewe Lee	<i>(Executive Director)</i>
Ong Phoe Be	<i>(Independent Non-Executive Director)</i>
Dato' Jeeventhiran a/l Ramanaidu	<i>(Independent Non-Executive Director)</i>
Ong Siew Min	<i>(Independent Non-Executive Director)</i>

To: The Shareholders of Genetec

Dear Sir/Madam,

PROPOSED ESTABLISHMENT OF A LONG-TERM INCENTIVE PLAN IN THE FORM OF AN EMPLOYEES' SHARE GRANT SCHEME FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF GENETEC AND ITS SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES)

1. INTRODUCTION

On 28 May 2024, KAF IB had, on behalf of the Board, announced that Genetec proposes to undertake the Proposed LTIP.

On 12 July 2024, KAF IB had, on behalf of the Board, announced that Bursa Securities had, vide its letter dated 12 July 2024, approved the listing of and quotation for such number of new Genetec Shares, to be issued under the Proposed LTIP on the Main Market of Bursa Securities, subject to the conditions as set out in Section 7 of this Circular.

THE PURPOSE OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN IS TO PROVIDE YOU WITH THE RELEVANT INFORMATION PERTAINING TO THE PROPOSED LTIP TOGETHER WITH THE RECOMMENDATION OF THE BOARD TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS PERTAINING TO THE PROPOSED LTIP AND THE PROPOSED ALLOCATIONS TO BE TABLED AT THE FORTHCOMING EGM. THE NOTICE OF EGM TOGETHER WITH THE PROXY FORM ARE ENCLOSED TOGETHER WITH THIS CIRCULAR.

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

2. THE PROPOSED LTIP

2.1 Details of the Proposed LTIP

The Proposed LTIP is intended to attract, retain, motivate and reward the Eligible Persons through the award of Genetec Shares to be vested to the selected Eligible Persons, in accordance with the By-Laws.

The Proposed LTIP will be implemented and administered by LTIP Committee. For clarity, the Proposed LTIP will not be extended to the non-executive directors of the Company.

The Proposed LTIP shall comprise the PSP. Under the PSP, Eligible Persons may be awarded with such number of PSP Grant. A PSP Grant, once accepted by an Eligible Persons, will vest in the Participants on the vesting date(s) stipulated in the PSP Grant if the vesting conditions stipulated in the said PSP Grant have been satisfied, including, among others, the following:

- (i) the specified performance targets as determined by the LTIP Committee based on, inter alia, individual performance metrics of the Eligible Persons, business segment-specific operational performance of the respective Eligible Persons, overall performance metrics such as the profitability of the Group and/or other performance targets as may be determined by the LTIP Committee from time to time in accordance with the By-Laws and performance period have been satisfied;
- (ii) the said Participant has not been adjudicated a bankrupt and is not subject to any bankruptcy proceedings;
- (iii) the said Participant remains an employee of the Group (excluding dormant subsidiary companies) or director of the Group (as the case may be) and has not given notice of resignation or received a notice of termination or has not ceased or had his/her employment terminated as at the vesting date(s); and/or
- (iv) any other conditions as may be determined by the LTIP Committee in accordance with the By-Laws.

The reference price of the new Genetec Shares pursuant to the Grants will be determined based on the fair value of the Genetec Shares, which will take into account, among others, the market price of Genetec Shares as at or prior to the Award Date of the Grants.

Subject to the Listing Requirements and other relevant regulations, the LTIP Committee will have the flexibility and sole direction in determining the mode of satisfaction upon vesting of the Grants by any of the following methods either in whole or in part:

- (a) the issuance of new Genetec Shares;
- (b) transfer of the Company's treasury shares;
- (c) acquisition of existing Genetec Shares from the market;
- (d) payment of the equivalent cash value of such new and/or existing Genetec Shares;
- (e) any other methods as may be permitted by the Act and the Listing Requirements as amended from time to time and any re-enactment thereof; or
- (f) a combination of any of the above.

For clarification, the option to allow Genetec to satisfy the Grants via cash payment as set out in (d) above is to provide the flexibility to the Group to cater, among others, the following circumstances:

- (I) the Company to avoid further dilution to the shareholdings of the Company's existing shareholders; and/or
- (II) any applicable laws, regulatory requirements and/or administrative constraints prevent or restrict Genetec's ability to settle the Grants via the issuance or transfer of Genetec Shares in an expedient manner.

In considering the mode of satisfaction as referred to in (a) to (f) above, the LTIP Committee will take into consideration, inter alia, factors such as the prevailing market price of the Genetec Shares, funding considerations and dilutive effects of any such issuance on the Company's capital base as well as future returns and cash requirements of the Group. The source of funding for financing the acquisition of the existing Genetec Shares from the market shall be from internally generated funds and/or bank borrowings.

For the avoidance of doubt, where the Grant are satisfied in cash as an alternative settlement under (d) above, the said alternative settlement will be transacted based on the market value of the Shares at the end of the vesting period. As such, the Group is of the view that payment of cash will not impede the Participants to participate in the equity of the Company.

2.2 Trust Arrangement

To facilitate the implementation and administration of the Proposed LTIP, the Company and/or the LTIP Committee may (but shall not be obligated to) establish a trust to be administered by a Trustee in accordance with the terms of the trust of the deed to be entered into between the Company and the Trustee constituting the trust. The Company shall have the power to appoint or rescind the appointment of any trustee as it deems fit in accordance with the provisions of the trust deed.

Following the establishment of the trust, the Trustee may subscribe for new Genetec Shares, acquire existing Genetec Shares from the Main Market of Bursa Securities and/or receive treasury shares, and transfer them to a Grantee at such times as the LTIP Committee shall direct. The LTIP Committee shall have the discretion to instruct the Trustee to subscribe for new Genetec Shares, acquire existing Genetec Shares and/or receive treasury shares from time to time and also to revoke or suspend any such instruction that has earlier been given to the Trustee. To enable the Trustee to subscribe for new Genetec Shares, acquire existing Genetec Shares and/or receive treasury shares for the purpose of the Proposed LTIP and to pay expenses in relation to the administration of the Trust, the Trustee will, to the extent permitted by law, be entitled from time to time to accept funding and/or assistance, financial or otherwise, from the Company and/or its subsidiaries or any third party to be paid into the bank account(s) to be established by the Trustee for the purpose of the Trust as the Trustee may direct for such payment.

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 makes rules, regulations or impose terms and conditions or delegate part of its powers relating to the administration of the Trust, as the LTIP Committee may in its sole discretion direct for the implementation and administration of the Trust which are expedient for the purposes of giving effect to and carrying out the powers and duties conferred on the Trustee by the trust deed.

2.3 Maximum number of Genetec Shares available under the Proposed LTIP

As at the LPD, Genetec has an issued share capital of RM269,979,748 comprising 776,650,980 Genetec Shares. The maximum number of Shares to be allotted and issued and/or transferred pursuant to the Proposed LTIP shall not at any point in time in aggregate exceeds 5% of the total number of issued Shares of Genetec (excluding treasury shares, if any). Notwithstanding, the total number of new Shares to be issued under the Proposed LTIP and Existing Scheme (as set out in Section 2.4) is not more than 15% of the total number of issued shares of Genetec or such other percentage of the total number of issued Shares (excluding treasury shares, if any) that may be permitted by Bursa Securities or any other relevant authorities during the LTIP Period and the Extended LTIP Period.

In the event the aggregate number of Shares which may be awarded under the Proposed LTIP exceeds the Maximum Shares at any point in time as a result of the Company purchasing and/or cancelling Shares in accordance with the provisions of the Act or undertaking any corporate proposal(s) resulting in the reduction of the Company's total number of issued Shares, no further Grants shall be awarded by the LTIP Committee until such aggregate number of Shares already awarded under the Proposed LTIP falls below the Maximum Shares. During this period, being the LTIP Period and the Extended LTIP Period as the case may be, entitlement to the Shares arising from the Proposed LTIP which have already been awarded at that point in time shall remain valid in accordance with the By-Laws.

2.4 Existing Scheme

The maximum number of Genetec Shares which may be granted pursuant to the Existing Scheme shall not exceed 15% of the total number of issued shares of the Company (excluding treasury shares, if any) at any point of time throughout the duration of the Existing Scheme. For information purposes, the Existing Scheme is currently administered by the Employees' Share Option Scheme Committee ("**ESOS Committee**"), comprising the following members:

No.	Name	Designation
1.	Chin Kem Weng	Managing Director
2.	Sow Ewe Lee	Executive Director
3.	Tan Kon Hoan	Chief Financial Officer

Subject to the Board's approval, the composition of the LTIP Committee under the Proposed LTIP will be the same as the ESOS Committee.

The Company had, on 9 October 2020 granted a total of 6,594,000 options to the eligible directors and employees of the Group, of which 3,922,200 options have been exercised. The Company had, on 25 October 2021 announced a bonus issue exercise with a ratio of 12 new Shares for every 1 Share held. The said bonus issue exercise was completed on 11 January 2022. As such, the Outstanding Options granted under the Existing Scheme have been adjusted accordingly pursuant to the bonus issue exercise.

As at the LPD, the total number of options exercised is 77,481,600, which is computed based on the following and no options are lapsed or forfeited/cancelled:

- (i) 3,922,200 options exercised prior to the bonus issue exercise are adjusted to 50,988,600 options; and
- (ii) 26,493,000 options exercised after the bonus issue exercise.

The details of the options granted under the Existing Scheme up to the LPD are as follows:

Category	Before bonus issue exercise			After bonus issue exercise			
	Total Options Granted	Total Options Exercised	Total Outstanding Options	(B) = (A) x (12)	(C) = (B) + (A)	(D)	(E) = (C) - (D)
			(A)	Adjustment For Bonus Issue on The Outstanding Options	Outstanding Options after Adjustment for Bonus Issue	Total Options Exercised After Adjustment for Bonus Issue	Total Outstanding Options After Adjustment for Bonus Issue
Directors and Senior Management	3,915,000	1,285,000	2,630,000	31,560,000	34,190,000	25,960,000	8,230,000
Other employees	2,679,000	2,637,200	41,800	501,600	543,400	533,000	10,400
Total	6,594,000	3,922,200	2,671,800	32,061,600	34,733,400	26,493,000	8,240,400

As at the LPD, the percentage of the Genetec Shares issued under the Existing Scheme over the total number of issued shares of Genetec (excluding treasury shares, if any) of 776,650,980 Shares, is 9.98% and the maximum number of shares allowed to be issued under the Existing Scheme is 39,016,047 Shares. Notwithstanding, for avoidance of doubt, the Company does not intend to grant any further options until the expiry of the Existing Scheme.

In accordance with the by-laws of the Existing Scheme:

- (i) not more than 70% of the total number of Genetec Shares to be issued under the Existing Scheme shall be allocated, in aggregate, to directors (including non-executive directors), and senior management of the Group. For information, the actual percentage granted to directors (including non-executive directors) and senior management of the Group under the Existing Scheme is 59.4%;
- (ii) the directors and senior management of Genetec Group do not participate in the deliberation or discussion in respect of their own allocation of the options; and
- (iii) that not more than 10% of the Shares available under the Existing Scheme at the point in time when an offer is made, be granted to any individual eligible person (pursuant to the Existing Scheme) who, either singly or collectively through persons connected with him, holds 20% or more in the total number of issued shares (excluding treasury shares, if any) of the Company.

As at the LPD, the total proceeds received from the exercise of the options under the Existing Scheme is RM8,287,644, which has been fully utilised for the Company's working capital requirement.

2.5 Basis of allotment and maximum allowable allotment

The basis of allocation of the aggregate number of the Shares which may be comprised in the Grants and the aggregate number of Shares which may be offered to an Eligible Person under the Proposed LTIP shall be determined entirely at the sole discretion of the LTIP Committee subject always to the provisions in the By-Laws, the provisions of the Listing Requirements or other applicable regulatory requirements prevailing during the LTIP Period after taking into consideration the Evaluation Factors.

Notwithstanding the foregoing, subject to any adjustments which may be made in accordance with the provisions of the By-Laws, the total number of Genetec Shares pursuant to the Grants that may be allocated to an Eligible Person shall be subject to the following:

- (i) the executive directors and senior management do not participate in the deliberation or discussion of his/her own allocation and the allocation to any person connected with him/her (if any);
- (ii) no allocation of more than 80% of the total Grant will be made in aggregate to the Directors and/or senior management of the Group; and
- (iii) no allocation of more than 10% of the total Grant will be made to any Eligible Person who, either singly or collectively through persons connected with him/her, hold 20% or more of the total number of issued shares of the Company (excluding treasury shares, if any),

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

The LTIP Committee has the sole discretion in determining whether the total number of Genetec Shares which may be made available under the Proposed LTIP shall be staggered over the duration of the Proposed LTIP or in 1 single grant. In the event the LTIP Committee decides that the Grants are to be staggered, the LTIP Committee shall also have the discretion in determining (i) the number of Shares to be offered in each Grant, (ii) whether the Grants are subject to any vesting period and if so, the timing for the vesting of each Grant and the vesting conditions, including whether such vesting conditions are subject to performance targets. The maximum number of the Grant to be allocated for each financial year has not been determined at this juncture.

2.6 Eligibility

The following persons will be eligible to participate in the Proposed LTIP if, as at the Award Date, he/she fulfils the following conditions:

- (i) in respect of the Eligible Employee, he/she:
 - (a) has attained the age of 18 years and is not an undischarged bankrupt or subject to any bankruptcy proceedings;
 - (b) is a full-time employee of the Group (excluding dormant subsidiaries and foreign subsidiaries) and his/her employment has been confirmed in writing and has not served a notice of resignation or received a notice of termination; and
 - (c) falls within any other eligibility criteria as may be determined by the LTIP Committee from time to time at its sole discretion, whose decision shall be final and binding,
- (ii) in respect of the Eligible Director, he/she:
 - (a) has attained the age of 18 years and is not an undischarged bankrupt or subject to any bankruptcy proceedings;
 - (b) if he/she is an executive director or persons connected to them, the specific allocation of the Grant granted by the Company as an executive director or persons connected to them, under the Proposed LTIP has been approved by the shareholders at a general meeting;
 - (c) fulfils any other eligibility criteria as may be set by the LTIP Committee from time to time.

Notwithstanding the above, the selection of any executive director of the Company and/or a director of the subsidiaries or employee of the Group for participation in the Proposed LTIP shall be decided at the sole discretion of the LTIP Committee, which 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 the Evaluation Factors.

2.7 Duration

The proposed LTIP shall be in force for a duration of 5 years commencing from the Effective Date. The Proposed LTIP may be extended for a period of up to 5 years at the discretion of the Board upon the recommendation of the LTIP Committee, subject to an aggregate of 10 years from the Effective Date.

For avoidance of doubt, no further approvals from the shareholders of the Company shall be required for the Extended LTIP Period and the Company shall serve appropriate notices on the Participants and/or make any necessary announcements to any parties and/or Bursa Securities (if required) within 30 calendar days prior to the expiry of the first 5 years.

Notwithstanding anything to the contrary, on expiry of the Proposed LTIP, all unvested Genetec Shares shall lapse and be deemed terminated and be null and void.

2.8 Ranking of the new Genetec Shares

The new Genetec Shares to be allotted and issued upon the vesting of Genetec Shares under the Proposed LTIP will be subject to the provisions of the Constitution and will, upon allotment and issuance, rank equally in all respects with the existing Genetec Shares, save and except that the new Genetec Shares will not be entitled to any dividends, rights, allotments and/or other forms of distributions where the entitlement date of which precedes the date such new Genetec Shares are credited into the central depository system accounts of the respective Participants.

In respect of the existing Genetec Shares and/or treasury shares to be transferred to the Participants pursuant to the vesting of the Genetec Shares comprised in a Grant, such Genetec Shares shall rank equally in all respects with the existing Genetec Shares, save and except that they shall not be entitled to any dividends, rights, allotments and/or other forms of distributions, unless the Shares are credited into the central depository system accounts of the respective Participants on or prior to the entitlement date of such dividends, rights, allotments and/or other forms of distributions.

2.9 Alteration of share capital and adjustment

In the event of any alteration in the capital structure of the Company during the period of the Proposed LTIP (whether by way of capitalisation of profits or reserves, rights issues, bonus issues, capital reduction (save for set off against accumulated losses), capital repayment, subdivision or consolidation of capital, or declaration of any special dividend or distribution or otherwise howsoever taking place), the LTIP Committee, in accordance with the By-Laws, will have the sole discretion to make adjustments to the:

- (i) number of unvested Genetec Shares comprised in a Grant; and/or
- (ii) method and/or manner in the vesting of the Genetec Shares comprised in a Grant.

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

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

2.10 Fees, costs, expenses

All fees, costs and expenses incurred in relation to the administration and management of the Proposed LTIP including but not limited to the fees, costs and expenses relating to the grant, vesting, allotment and issue and/or transfer of the Shares pursuant to the vesting of any Grant shall be borne by the Company.

Notwithstanding this, the Participant shall bear any fees, costs and expenses incurred in relation to his/her acceptance of a Grant, opening and maintaining of his/her respective CDS Account and sale of the Shares in the market (such as, but not limited to, brokerage commissions and stamp duty).

The estimated expenses for the Proposed LTIP to be borne by the Company is approximately RM150,000, comprising professional and regulatory fees as well as other expenses incurred in connection with the Proposed LTIP.

2.11 Listing of and quotation for the new Genetec Shares

The new Genetec Shares to be allotted and issued pursuant to the Proposed LTIP will be listed and quoted on the Main Market of Bursa Securities.

3. UTILISATION OF PROCEEDS

The Company will not receive any proceeds pursuant to the Proposed LTIP as the Participants will not be required to pay for the new Genetec Shares to be allotted and issued to them and/or the existing Shares to be transferred to them pursuant to the Grant.

4. RATIONALE FOR THE PROPOSED LTIP

The Proposed LTIP serves to:

- (i) continue the Company's efforts to recognise, reward, retain and motivate Eligible Persons whose contributions are important to the Group;
- (ii) attract prospective skilled and experienced employees to the Group by making the total compensation package more competitive and attractive;
- (iii) motivate Eligible Persons towards better performance through greater productivity and loyalty;
- (iv) create a greater sense of dedication and belonging of Eligible Persons as they will be able to participate directly in the long-term development and growth of the Group;
- (v) reinforce pay for performance to achieve a balance between retention and value creation; and
- (vi) foster an ownership culture within the Group by aligning the interests of Eligible Persons with the interests of shareholders of the Company.

5. EFFECTS OF THE PROPOSED LTIP

For illustrative purposes, the pro forma effects of the Proposed LTIP on the share capital of the Company is illustrated based on the following 2 scenarios:

Minimum Scenario : Assuming none of the 8,240,400 Outstanding Options are exercised into new Genetec Shares prior to the implementation of the Proposed LTIP.

Maximum Scenario : Assuming all of the 8,240,400 Outstanding Options are fully exercised into new Genetec Shares prior to the implementation of the Proposed LTIP.

5.1 Share capital

The Proposed LTIP is not expected to have any immediate effect on the existing issued share capital of Genetec. The issued share capital of Genetec will increase depending on the number of new Genetec Shares that may be issued in relation to the Proposed LTIP.

Strictly for illustrative purposes only, assuming that the Proposed LTIP is implemented as at the LPD, and assuming that all the Genetec Shares comprised in the Grants are fully vested and satisfied by the issuance of new Genetec Shares, the pro forma effects of the Proposed LTIP on the issued share capital are as follows:

	Minimum Scenario		Maximum Scenario	
	No. of Shares	(RM)	No. of Shares	(RM)
Issued share capital as at the LPD	776,650,980	269,979,748	776,650,980	269,979,748
To be issued pursuant to the full exercise of the Outstanding Options	-	-	8,240,400	⁽¹⁾ 1,173,433
	<u>776,650,980</u>	<u>269,979,748</u>	<u>784,891,380</u>	<u>271,153,181</u>
To be issued pursuant to the Proposed LTIP	⁽²⁾ 38,832,549	⁽³⁾ 91,411,820	⁽²⁾ 39,244,569	⁽³⁾ 92,381,715
Enlarged issued share capital	<u>815,483,529</u>	<u>361,391,568</u>	<u>824,135,949</u>	<u>363,534,896</u>

Notes:

⁽¹⁾ Computed based on full exercise of all Outstanding Options into 8,240,400 new Genetec Shares at the exercise price of RM0.11 per option and the fair value of RM0.0324 per option at the grant date.

⁽²⁾ Based on new Genetec Shares to be issued under the Proposed LTIP (5% of the total number of issued Shares, excluding treasury shares).

⁽³⁾ Computed based on a grant price equivalent to the 5-day VWAMP of Genetec Shares up to and including the LPD of RM2.354.

5.2 Earnings and EPS

The Proposed LTIP is not expected to have any immediate material effect on the Group's earnings and EPS for the financial period ending 30 June 2024.

In accordance with the MFRS 2, the potential cost of awarding the new Shares under the Proposed LTIP is required to be measured at fair value on the vesting date and recognised as an expense in the Group's consolidated statement of comprehensive income over the grant period of such Shares, which may affect the Group's earnings. The fair value of the Shares is dependent on various factors which may include, the actual number of Shares vested, the prevailing market price of the Shares, the volatility of the Share prices and the number of Participants.

As such, the potential effects of the Proposed LTIP on the Group's future earnings and EPS cannot be determined at this juncture as it will depend on the mode of settlement of the Grants (as described in Section 2 above) and the various abovementioned factors which affect the fair value of the Shares at each vesting date. It should be noted that such expense does not represent a cash outflow but only an accounting treatment.

Excluding the effects of future earnings contribution to the Group and estimated expenses (including the MFRS2) for the Proposed LTIP, if the Grants are being satisfied by the issuance of new Shares to the Participants, the Proposed LTIP will have a dilutive effect on the Group's EPS due to the increase in the Company's total number of issued shares.

The Board has taken note of the potential effects of the Proposed LTIP on the Group's earnings and will take into consideration such impact in the allocation and granting of the Grants to the Eligible Persons.

5.3 NA and gearing

Save for the potential impact of the MFRS 2 as elaborated in Section 5.2 of this Circular, the Proposed LTIP is not expected to have an immediate effect on the consolidated NA, NA per Share and gearing of the Group until such time when the new Shares are transferred and/or issued arising from the vesting of the Grants.

If the Grants are settled by way of issuance of new Shares, there will be no effect on the Group's consolidated NA and gearing ratio. The impact on the Group's NA per Share will depend on the number of new Shares to be issued to the Participants.

If the Grants are settled by way of transfer of existing Shares, the Proposed LTIP will reduce the consolidated NA and NA per Share and increase the Group's gearing accordingly, the quantum of which can only be determined at the point of transfer of the Shares to the Participants, as the case may be.

5.4 Substantial Shareholders' shareholdings

The Proposed LTIP is not expected to have an immediate effect on the shareholdings of the substantial shareholders of Genetec until such time as and when new Genetec Shares are allotted and issued, pursuant to the vesting of Genetec Shares comprised in the Grants under the Proposed LTIP, which will result in a dilution in the substantial shareholders' shareholdings. Any potential effect on the shareholdings of the substantial shareholders of Genetec in the future would also depend upon the mode of settlement of the Grants at the date of vesting.

If the Genetec Shares are acquired from the open market and transferred to the Eligible Persons as a mode of settlement for the Grants, there will be no impact on the shareholdings of the substantial shareholders of the Company.

5.5 Convertible securities

Save for the Outstanding Options, Genetec does not have any other convertible securities as at the LPD. The Proposed LTIP will not have any effect on the Existing Scheme.

6. HISTORICAL PRICES

The monthly highest and lowest prices of Genetec Shares as traded on the Main Market of Bursa Securities for the past twelve (12) months are as follows:

	<u>Highest</u>	<u>Lowest</u>
	(RM)	(RM)
2023		
July	2.58	2.23
August	2.50	2.27
September	2.45	2.25
October	2.55	2.34
November	2.48	2.29
December	2.43	2.32
2024		
January	2.36	1.88
February	2.33	1.85
March	2.31	1.99
April	2.09	1.83
May	2.38	1.86
June	2.48	2.16
Closing market price of Genetec Shares as at 27 May 2024 (being the latest trading day prior to the announcement on the Proposed LTIP)		2.23
Last transacted market price as at the LPD		2.35

(Source: Bloomberg)

7. APPROVALS REQUIRED/OBTAINED

The Proposed LTIP are conditional upon the following approvals being obtained:

- (i) Bursa Securities, for the listing of and quotation for the new Shares to be issued pursuant to the Proposed LTIP on the Main Market of Bursa Securities, which was obtained vide its letter dated 12 July 2024 and is subject to the following conditions:

<u>No.</u>	<u>Conditions</u>	<u>Status of compliance</u>
(a)	KAF IB and Genetec must fully comply with the relevant provisions under the Listing Requirements pertaining to the implementation of the Proposed LTIP	To be complied
(b)	KAF IB 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 approving the Proposed LTIP	To be complied
(c)	Genetec 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

- (ii) the shareholders of Genetec, at a general meeting to be convened, for the Proposed LTIP and the Proposed Allocations; and
- (iii) any other relevant authorities, if required.

In addition, the Company will also seek for its shareholders' approval on the waiver of their pre-emptive rights (under Section 85(1) of the Act⁽¹⁾ read together with Clause 63 of the Constitution⁽²⁾) to be offered new Genetec Shares to be issued pursuant to the Proposed LTIP, which will result in a dilution of their shareholding percentage in the Company.

Note:

⁽¹⁾ Section 85(1) of the Act provides that:

"Subject to the constitution, where a company issue shares which rank equally to existing shares as to voting or distribution rights, those shares shall first be offered to the holders of existing shares in a manner which would, if the offer were accepted, maintain the relative voting and distribution rights of those shareholders."

⁽²⁾ Clause 63 of the Constitution provides that:

"Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities of whatever kind shall, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares or securities which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Clause."

8. CONDITIONALITY

The Proposed LTIP is not conditional or inter-conditional upon any other corporate exercise or scheme undertaken or to be undertaken by Genetec.

9. INTERESTS OF DIRECTORS AND/OR MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED TO THEM

The Executive Directors of the Company, namely Chin Kem Weng and Sow Ewe Lee are eligible to participate in the Proposed LTIP and are therefore deemed to be interested in the Proposed LTIP to the extent of their respective allocations as well as the allocations to persons connected with them (if any) under the Proposed LTIP. Notwithstanding the foregoing, the Board has deliberated on the Proposed LTIP and has agreed to present the Proposed LTIP to the shareholders of the Company for their consideration and approval.

Accordingly, all Interested Directors will abstain from all deliberations and voting in respect of the specific allocation of the Grants to themselves as well as the specific allocations to any persons connected with them (if any) at the relevant board meetings of the Company.

The Interested Directors will also abstain and undertake to ensure that persons connected with them (if any) will abstain from voting in respect of their direct and/or indirect shareholdings in Genetec on the resolutions pertaining to the Proposed Allocations under the Proposed LTIP at the EGM to be convened.

As at LPD, the direct and indirect shareholdings of the Interested Directors are as follows:

Directors	Direct Interest		Indirect Interest	
	No. of shares held	(%)	No. of shares held	(%)
Chin Kem Weng	52,682,565	6.78	-	-
Sow Ewe Lee	11,700,000	1.51	-	-

Save as disclosed above, none of the Directors and/or major shareholders of Genetec and/or persons connected with them have any interest, direct or indirect, in the Proposed LTIP.

10. DIRECTORS' STATEMENT AND RECOMMENDATION

The Board (save for the Interested Directors in relation to their respective Proposed Allocations), having considered all aspects of the Proposed LTIP, including but not limited to the rationale and financial effect of the Proposed LTIP, is of the opinion that the Proposed LTIP is in the best interest of the Company.

In view that the Interested Directors are eligible to participate in the Proposed LTIP, the Interested Directors have abstained and will abstain from giving any opinion on the Proposed Allocations under the Proposed LTIP. In addition, the Interested Directors have abstained and will abstain from deliberating and making any recommendations for voting at all relevant Board meetings in relation to the Proposed Allocations.

Accordingly, the Board recommends that you vote in favour of the resolutions pertaining to the Proposed LTIP and Proposed Allocations to be tabled at the forthcoming EGM of the Company.

11. CORPORATE EXERCISE ANNOUNCED BUT PENDING COMPLETION

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

12. ESTIMATED TIMEFRAME FOR COMPLETION OF THE PROPOSED LTIP

Barring any unforeseen circumstances and subject to all relevant approvals being obtained, the Proposed LTIP are expected to be implemented by the second (2nd) half of 2024.

The tentative timetable in relation to the Proposed LTIP is set out below:

Timeline	Events
29 August 2024	<ul style="list-style-type: none"> • Convening of the EGM
End August 2024	<ul style="list-style-type: none"> • Effective date of the Proposed LTIP

13. FUND RAISING EXERCISES IN THE PAST 12 MONTHS

For the avoidance of doubt, Genetec has not conducted any fund-raising exercises for the past 12 months up to the LPD.

14. EGM

The EGM, the notice of which is enclosed in this Circular, will be conducted fully virtual through live streaming and meeting online platform of TIIH Online provided by Tricor Investor & Issuing House Services Sdn Bhd in Malaysia via its website at <https://tiih.online> or <https://tiih.com.my> (Domain Registration number with MYNIC: D1A282781) on Thursday, 29 August 2024 at 9:30 a.m., and at any adjournment thereof, for the purpose of considering and, if thought fit, passing the resolutions pertaining to the Proposed LTIP and Proposed Allocations.

As a shareholder, you are entitled to appoint a proxy or proxies to attend and vote on your behalf. If you wish to do so, kindly complete and deposit the Form of Proxy at the Company's Share Registrar's office at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur or its Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur or alternatively by electronic lodgement via TIIH online website at <https://tiih.online> (kindly refer to the Administrative Guide for the EGM on the procedure for electronic submission of Proxy Form via TIIH Online), not less than forty-eight (48) hours before the time appointed for the EGM or any adjournment thereof.

Shareholders are advised to refer to the Administrative Guide for the EGM on the registration and voting process for the EGM.

15. FURTHER INFORMATION

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

Yours faithfully,

For and on behalf of the Board
GENETEC TECHNOLOGY BERHAD

ALLEN LIK-HOOK TING
Independent Non-Executive Chairman

DRAFT BY-LAWS FOR THE PROPOSED LTIP**GENETEC TECHNOLOGY BERHAD
[REGISTRATION NO. 199701030038 (445537-W)]****GENETEC TECHNOLOGY LONG-TERM INCENTIVE PLAN 2024 (“LTIP”) IN THE FORM OF AN
EMPLOYEES’ SHARE GRANT SCHEME****1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In these By-Laws, except where the context otherwise requires, the following terms shall have the following meanings:

Term	Meaning
Act	Companies Act 2016
Adviser	Any person who is eligible to act as a principal adviser that fulfils the requirements as set out in the Guidelines on Submission of Corporate and Capital Market Product Proposals as well as Chapter 7A of the Licensing Handbook issued by the Securities Commission Malaysia
Auditor	Shall have the meaning given in Section 2 of the Act and shall be the external auditors for the time being of the Company or such other external auditors licensed by the Audit Oversight Board of Malaysia as may be nominated or approved by the Board for the purpose of carrying out such matter as required under these By-Laws
Award Letter	A letter of offer to an Eligible Person issued pursuant to an offer made by the LTIP Committee under these By-Laws to participate in the LTIP
Board	Board of Directors of the Company, as may be constituted from time to time
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 LTIP as set out herein, and shall include any amendments, variations or modifications made thereto from time to time
CDS	Central Depository System as governed under SI(CD)A
CDS Account	A Central Depository System account established by Bursa Depository for a Depositor for the recording of deposits of securities and dealings in such securities by the Depositor
Company	GENETEC TECHNOLOGY BERHAD [Registration No. 199701030038 (445537-W)] and where the context admits, includes its successors-in-title
Constitution	The constitution of the Company, including any amendments thereto that may be made from time to time
Date of Expiry	The last day of the duration of the LTIP pursuant to By-Law 5.1 hereof
Depositor	A holder of a CDS Account

DRAFT BY-LAWS FOR THE PROPOSED LTIP

Term	Meaning
Director	Has the same meaning as given in Section 2(1) of the Capital Markets and Services Act 2007 and being a natural person that: <ul style="list-style-type: none"> (a) occupies or acts in the position of a director; (b) is in accordance with whose directions or instructions of the directors of a corporation are accustomed to act; or (c) is an alternate or substitute director, in the Group
Effective Date	The date on which the LTIP comes into force as provided in By-Law 5.1
Eligible Person(s)	Executive Directors of the Company, Directors and employees of the Group who fulfil the conditions of eligibility as stipulated in By-Law 6
Entitlement Date	The date as at the close of business on which the names of the shareholders must appear on the Company's record of depositors maintained at Bursa Depository in order to participate in any dividends, rights, allotments or other distributions
Executive Director	A natural person who is a Director in a full time executive capacity and is involved in the day-to-day management of the Company
Extended LTIP Period	The extended period of the LTIP as set out in By-Law 5
Government	The Government of Malaysia
Group	The Company and its Subsidiaries which are not dormant
LTIP	The Genetec Technology Long-Term Incentive Plan 2024 in the form of an employees' share grant scheme on the terms as set out in these By-Laws
LTIP Participant(s)	Eligible Person who has accepted the Share Grant Award in the manner provided in By-Law 33
LTIP Period	The period of the LTIP as set out in By-Law 5
LTIP Committee	The committee comprising directors and/or other officers as shall be appointed and duly authorised by the Board, to implement and administer the LTIP in accordance with the provisions of the By-Laws
Listing Requirements	The Main Market Listing Requirements of Bursa Securities and any Practice Notes issued in relation thereto
Market Days	Any days on which Bursa Securities is open for trading in securities
Maximum Allowable Allocation	The Maximum Shares that can be allocated to an LTIP Participant as stipulated in By-Law 7
Maximum Shares	The maximum number of Shares to be issued pursuant to the LTIP as stipulated in By-Law 4

DRAFT BY-LAWS FOR THE PROPOSED LTIP

Term	Meaning
Person(s) connected	Has the meaning given to “person(s) connected” in Paragraph 1.01 of the Listing Requirements
Registered Office	The registered address of the Company being Lot 7, Jalan P10/11, Seksyen 10, Kawasan Perusahaan Bangi, 43650 Bandar Baru Bangi, Selangor
RM and sen	Ringgit Malaysia and sen, respectively
Rules of Bursa Depository	The Rules of Bursa Depository as issued pursuant to the SI(CD)A
Senior Management	Such employees as the LTIP Committee may determine to be senior management of the Group
Shares	Ordinary shares in the Company
Share Grant(s)	A share grant plan under the LTIP made by the LTIP Committee to the Eligible Person(s) which upon acceptance and fulfilment of the vesting conditions (if any) in accordance with these By-Laws, will entitle the LTIP Participant(s) to receive new Shares or existing Shares at no consideration or the equivalent cash value of such Shares or any combination thereof
Share Grant Award(s)	The award of Share Grant made in the form of an Award Letter as set out in By-Law 32
Share Grant Award Date(s)	The date of which a Share Grant Award is awarded to an LTIP Participant pursuant to an Award Letter
Share Grant Price	The reference price of the Shares to be granted pursuant to the Share Grant Award and as stipulated in By-Law 35
SI(CD)A	Securities Industry (Central Depositories) Act 1991
Subsidiaries	Subsidiary companies of the Company within the meaning of Section 4 of the Act which are not dormant and shall include subsidiary companies which are existing as at the Effective Date and those which are incorporated or acquired at any time during the LTIP Period or Extended LTIP Period (as the case may be) but exclude subsidiary companies which have been divested in the manner provided for in By-Law 21.2 and which is determined by the LTIP Committee at its sole discretion from time to time to be a corporation participating under the LTIP in accordance with By-Law 6
Vesting Conditions	The conditions, which are determined and imposed by the LTIP Committee, required to be fulfilled by an LTIP Participant to the satisfaction of the LTIP Committee before the Share Grant are capable of being vested onto the LTIP Participant pursuant to the terms of these By-Laws
Vesting Date(s)	The date on which all or some of the Shares of the Company are vested to the LTIP Participants over the LTIP Period or Extended LTIP Period (as the case may be) pursuant to the Share Grant Award at the sole discretion of the LTIP Committee

DRAFT BY-LAWS FOR THE PROPOSED LTIP

1.2 In these By-Laws:

- (a) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and any listing requirements, policies and/or guidelines of Bursa Securities and/or any other relevant regulatory authority (whether or not having the force of law);
- (b) 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 Share Grant Award during the LTIP Period or Extended LTIP Period (as the case may be) and accepted prior to the Date of Expiry and shall include also any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly been replaced;
- (c) words denoting the singular shall include the plural and references to gender shall include both genders and the neuter;
- (d) any discretion or power which may be exercised or any determination which may be made hereunder by the LTIP Committee and/or the Board may be exercised at the LTIP Committee's and/or the Board's sole discretion and that the LTIP Committee and/or the Board shall not be required to give any reason therefore except as may be required by the relevant authorities. In addition, the Board shall have the final authority to make any decision or determination pursuant to these By-Laws and may override any decision made by the LTIP Committee as it deems fit;
- (e) the headings and sub-headings in these By-Laws are inserted for convenience only and shall not be taken into account in the interpretation of these By-Laws;
- (f) if an event occurs 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 provided always if such date shall fall beyond the Date of Expiry, then the stipulated day shall be taken to be the preceding Market Day;
- (g) in the event of any change in the name of the Company from its present name, all references to "Genetec Technology Berhad" in these By-Laws and all other documents pertaining to this LTIP shall be deemed to be references to the Company's new name;
- (h) any reference to the Company and/or other person shall include a reference to the successors-in-title and permitted assigns; and
- (i) Unless otherwise stated herein and whenever applicable, the currency adopted for any matter referred to in this By-Laws is RM and sen, being the lawful currency of Malaysia.

2. NAME OF THE LTIP

This LTIP shall be known as the "Genetec Technology Long-Term Incentive Plan 2024" in the form of an employees' share grant scheme.

3. THE OBJECTIVES OF THE LTIP

The establishment of this LTIP is primarily serves to align the interest of the Eligible Persons to the performance of the Group. As such, the LTIP is established to achieve the objectives as set out below:

- (a) continue the Company's efforts to recognise, reward, retain and motivate Eligible Persons whose contributions are important to the Group;
- (b) attract prospective skilled and experienced employees to the Group by making the total compensation package more competitive and attractive;
- (c) motivate Eligible Persons towards better performance through greater productivity and loyalty;
- (d) create a greater sense of dedication and belonging of Eligible Persons as they will be able to participate directly in the long-term development and growth of the Group;
- (e) reinforce pay for performance to achieve a balance between retention and value creation; and
- (f) foster an ownership culture within the Group by aligning the interests of Eligible Persons with the interests of shareholders of the Company.

DRAFT BY-LAWS FOR THE PROPOSED LTIP

4. MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE LTIP

- 4.1 The total number of the Shares to be issued under the LTIP (including any unvested Share Grants) shall not in aggregate be more than 5% of the total number of issued Shares of the Company (excluding treasury shares, if any) at any one time during the LTIP Period or Extended LTIP Period (as the case may be) ("**Maximum Shares**"). The LTIP Committee has the sole discretion to determine whether the total number of the Shares which may be made available under the LTIP shall be staggered over the duration of the LTIP or in 1 single grant.
- 4.2 Notwithstanding the provision of By-Law 4.1 above or any other provisions contained herein, in the event the aggregate number of the Shares awarded exceeds the Maximum Shares at any point in time as a result of the Company:
- (a) purchasing or cancelling its own Shares in accordance with the provisions of the Act and/or its Constitution; or
 - (b) undertaking any corporate proposal resulting in reduction of its total number of issued Shares,
- no further Share Grant Awards shall be granted until such aggregate number of the Shares (excluding treasury shares, if any) already awarded falls below the Maximum Shares. Any Share Grant Award granted prior to the adjustment of the issued share capital and/or Shares of the Company shall remain valid in accordance with the provisions of this LTIP.
- 4.3 Notwithstanding the above, the Company may implement more than 1 share issuance scheme during the LTIP Period or Extended LTIP Period (as the case may be) provided that the aggregate Shares available for issuance under the new and existing share issuance scheme(s) (including the LTIP (including any unvested Share Grants)) are not more than 15% of its total number of issued Shares (excluding treasury shares, if any) at any one time.
- 4.4 For the avoidance of doubt, any unvested Share Grants which become null and void under By-Laws 10.1 until 10.3 shall lapse and cease to be valid. Subsequently, the number of Shares comprised in such unvested Share Grants shall be reinstated and continue to be available under the LTIP.
- 4.5 The LTIP Committee will use all reasonable efforts to ensure that the Company has available and sufficient Shares to satisfy the Share Grant Awards made during the LTIP Period or Extended LTIP Period (as the case may be).

5. DURATION AND TERMINATION OF THE LTIP

- 5.1 The effective date for the implementation of the LTIP shall be such date to be determined and announced by the Board following full compliance with all relevant requirements of the Listing Requirements including the following ("**Effective Date**"):
- (a) submission to Bursa Securities of the final copy of the By-Laws together with a letter of compliance pursuant to paragraphs 2.12 and 6.42 of the Listing Requirements and a checklist showing compliance with Appendix 6E of the Listing Requirements;
 - (b) receipt of approval from Bursa Securities for the listing of and quotation for the new Shares, if any, to be issued under the LTIP;
 - (c) procurement of the shareholders' approval for the LTIP at a general meeting;
 - (d) receipt of approval from any other relevant authorities for the LTIP (if any); and
 - (e) fulfilment of all conditions attached to the above approvals, if any.

The LTIP, when implemented, shall be in force for a period of 5 years from the Effective Date ("**LTIP Period**"). Within 30 days prior to the Date of Expiry, the Board shall have the sole discretion, upon recommendation of the LTIP Committee, to extend in writing the tenure of the LTIP Period of up to 5 years and shall not in aggregate exceed 10 years from the Effective Date ("**Extended LTIP Period**"). Such Extended LTIP Period 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.

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Unless otherwise required by the relevant authorities, no further approvals from the shareholders of the Company shall be required for the Extended LTIP Period and the Company shall serve appropriate notices on each LTIP Participant 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.

- 5.2 The Company shall submit, through its Adviser and no later than 5 Market Days after the Effective Date of the implementation of these By-Laws, a confirmation to Bursa Securities of the full compliance of By-Law 5.1 above stating the Effective Date of implementation of the LTIP, together with a certified true copy of the relevant resolution(s) passed by the shareholders of the Company in the general meeting approving the LTIP.
- 5.3 The Share Grant Awards can only be made during the LTIP Period or the Extended LTIP Period (as the case may be) before the Date of Expiry.
- 5.4 Subject to By-Law 5.5, the Company may at any time during the LTIP Period or the Extended LTIP Period (as the case may be), terminate the LTIP and, upon expiry of the notice period stipulated in By-Law 5.5, shall immediately announce to Bursa Securities the:
- (a) effective date of termination of the LTIP (“**Termination Date**”);
 - (b) number of Shares vested under the LTIP; and
 - (c) reasons for termination of the LTIP.
- 5.5 Prior to the termination of the LTIP pursuant to By-Law 5.4, the Company shall provide at least 30 days’ notice of such intention to all the LTIP Participants and may at its sole discretion, prior to the Termination Date, subject to By-Law 10.1, to vest any unvested Shares in the Share Grant Awards to the LTIP Participants.
- 5.6 Notwithstanding anything to the contrary, all unvested Share Grants shall be deemed terminated and be null and void on the Date of Expiry or on the Termination Date pursuant to By-Law 5.4.
- 5.7 On the Date of Expiry or in the event of termination as stipulated in By-Law 5.4, the following provisions shall apply:
- (a) no further Share Grant Award(s) shall be made by the LTIP Committee from the Date of Expiry or Termination Date (as the case may be);
 - (b) all Share Grant Award(s) which has yet to be accepted by Eligible Persons shall automatically lapse on the Date of Expiry or Termination Date (as the case may be);
 - (c) any Share Grant Award(s) which has yet to be vested (whether fully or partially) granted under the LTIP shall be deemed cancelled and be null and void on the Date of Expiry or Termination Date (as the case may be); and
 - (d) no prior approval or consent from the shareholders of the Company is required for the non-extension or early termination of the LTIP.

6. ELIGIBILITY

- 6.1 Subject to By-Laws 6.2, 6.3 and 6.4 below, the following persons will be eligible to participate in the LTIP if at the Share Grant Award Date, the following eligibility criteria is fulfilled:
- (a) in respect of an employee, he/she:
 - (i) has attained the age of 18 years and is not an undischarged bankrupt or subject to any bankruptcy proceedings;
 - (ii) is a full-time employee of our Group (excluding dormant subsidiaries and foreign subsidiaries) and his/her employment has been confirmed in writing and has not served a notice of resignation or received a notice of termination; and

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- (iii) falls within any other eligibility criteria as may be determined by the LTIP Committee from time to time at its sole discretion, whose decision shall be final and binding.
- (b) in respect of an Executive Director of the Company and/or a Director of the Subsidiaries, he/she:
 - (i) has attained the age of 18 years and is not an undischarged bankrupt or subject to any bankruptcy proceedings; and
 - (ii) fulfils any other eligibility criteria as may be set by the LTIP Committee from time to time.

PROVIDED ALWAYS THAT the selection of any of the abovementioned persons for participation in the LTIP shall be at the sole discretion of the LTIP Committee and its decision shall be final and binding. In determining the eligibility of an Eligible Person to participate in the LTIP, the LTIP Committee may take into account among other factors, designation, role, function, length of service and/or contribution to the relevant companies within the Group, and/or such other factors that the LTIP Committee may at its sole discretion deem fit.

- 6.2 Subject to these By-Laws and/or to any applicable regulatory requirements, where a person has or had anytime (whether before or after the Effective Date) been seconded from a Subsidiary to a company which is not part of the Group, such seconded person shall, unless otherwise determined by the LTIP Committee at its sole discretion, be eligible to be considered for participation in the LTIP, and for the purpose of these By-Laws, reference to "Eligible Person(s)" shall include the seconded person.
- 6.3 For the avoidance of doubt, a person who attains the prescribed retirement age but is offered to continue to serve the Group on a full-time basis, but not as a consultant, shall be treated as an employee of the Group. However, the following persons are not Eligible Persons and do not qualify for participation in the LTIP:
- (a) subject to By-Law 21 below and the relevant prevailing laws and regulations, a person whose company has ceased to be within the Group unless otherwise determined by the LTIP Committee;
 - (b) a Non-Executive Director of the Company unless otherwise determined by the LTIP Committee but subject to the relevant prevailing laws and regulations; or
 - (c) a Director or an employee of a subsidiary within the Group which is dormant unless otherwise determined by the LTIP Committee but subject to the relevant prevailing laws and regulations.
- 6.4 If the Eligible Person is:
- (a) a director, major shareholder, chief executive officer of the Company or a holding company of the Company; or
 - (b) a person connected to such director, major shareholder, chief executive officer of the Company or a holding company of the Company,

the specific Share Grant Awards made by the Company to such Eligible Person must first be approved by the shareholders of the Company at a general meeting, unless such approval is no longer required under the Constitution, the Listing Requirements and any other prevailing guidelines issued by any competent authorities. In addition, such Eligible Person shall not participate in the deliberation or discussion of his/her own allocation.

- 6.5 Unless otherwise determined by the LTIP Committee at its sole discretion, an LTIP Participant shall not be precluded from participating in any other share issuance scheme, share grant scheme, or share scheme which may be implemented by any other company within the Group during the LTIP Period or Extended LTIP Period (as the case may be). For the avoidance of doubt, in the event the LTIP Participant is transferred to another company within the Group which has its own share issuance scheme, share grant scheme or share scheme, such LTIP Participant is entitled, at the sole discretion of the LTIP Committee, to continue participating in the LTIP in accordance with these By-Laws.

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6.6 Eligibility under the LTIP does not confer on an Eligible Person a claim or right to participate in or any rights whatsoever under the LTIP and an Eligible Person does not acquire or have any rights over or in connection with the Shares in the Share Grant comprised herein unless an Share Grant Award pursuant to an Award Letter has been made by the LTIP Committee to the Eligible Person and the Eligible Person has duly accepted the Share Grant Awards in accordance with the terms and conditions as set out in the Award Letter.

6.7 Notwithstanding anything to the contrary in these By-Laws and subject always to By-Laws 0 and 16, the LTIP Committee may at its sole discretion, but subject to compliance with the Listing Requirements, the Act and/or any other applicable laws (as the case may be), waive any of the eligibility criteria set out in this By-Law 6. The eligibility and number of the Share Grant Awards to be awarded to an Eligible Person under the LTIP shall be at the sole discretion of the LTIP Committee and its decision shall be final and binding.

7. MAXIMUM ALLOWABLE ALLOCATION AND BASIS OF ALLOCATION

7.1 Subject to By-Law 4 and any adjustments which may be made under these By-Laws, the aggregate number of the Shares that may be allocated to any of the Eligible Persons who are entitled to participate in the LTIP shall be on the basis set out in By-Law 7.2 subject always to the following main parameters ("**Maximum Allowable Allocation**"):

- (a) the Executive Directors and Senior Management do not participate in the deliberation or discussion of their own allocation and those of persons connected with them, if any;
- (b) no allocation of more than 80% of the total Share Grant Awards shall be made in aggregate to the Directors and/or Senior Management; and
- (c) no allocation of more than 10% of the Maximum Shares will be made to any Eligible Person who, either singly or collectively through persons connected with them, hold 20% or more of the total number of issued shares of the Company (excluding treasury shares, if any),

provided always that it is in accordance with the Listing Requirements or the requirements of any other relevant authorities as may be amended from time to time.

7.2 The basis for determining the aggregate number of the Shares that may be offered and/or allocated under the LTIP to an Eligible Person shall be at the sole discretion of the LTIP Committee after taking into consideration, among others, the provisions of the Listing Requirements or other applicable regulatory requirements prevailing during the LTIP Period or Extended LTIP Period (as the case may be) relating to the LTIP and after taking into consideration the seniority, job grading, performance, annual appraised performance, length of service and/or contribution to the Group by the Eligible Person as well as the Maximum Allowable Allocation and/or such other matters as the LTIP Committee may deem fit.

7.3 Subject to By-Law 0, the LTIP Committee may at its sole discretion, amend or vary and/or include or preclude any basis or criteria which is applied in granting a Share Grant Award to an Eligible Person including the Maximum Allowable Allocation for which it shall deem necessary to introduce during the LTIP Period or Extended LTIP Period (as the case may be) provided that these bases are not in conflict with the relevant Listing Requirements and other applicable regulatory requirements.

7.4 An Eligible Person who holds more than 1 position within the Group shall only be entitled to the Maximum Allowable Allocation of a certain category which will be determined at the sole discretion of the LTIP Committee.

7.5 The LTIP Committee may at its sole discretion make more than 1 Share Grant Award to an Eligible Person provided that the aggregate number of Share Grant Awards so offered throughout the entire LTIP Period or Extended LTIP Period (as the case may be) do not exceed the Maximum Allowable Allocation that such Eligible Person may be entitled to.

7.6 The LTIP Committee shall not be obliged in any way to award, grant or vest to any Eligible Person any Share Grant Awards. The decision shall be at the sole discretion of the LTIP Committee and shall be final and binding.

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- 7.7 The allocation of the Share Grant Awards pursuant to the LTIP shall be verified by the Audit Committee as being in compliance with the criteria set out in these By-Laws (where relevant) at the end of each financial year of the Company. A statement by the Audit Committee, verifying such allocation, shall be included in the Company's annual report.
- 7.8 The LTIP Committee may at its sole discretion determine whether granting of the Share Grant Award to an Eligible Person will be in 1 single grant or staggered over the LTIP Period or Extended LTIP Period (as the case may be) and/or whether the Share Grant Award is subject to any vesting period and if so, to determine the Vesting Conditions including whether such Vesting Conditions are subject to any performance target.
- 7.9 If an Eligible Person is a member of the LTIP Committee, such Eligible Person shall not participate in the deliberation or discussion of his/her allocations as well as persons connected with them, if any.
- 7.10 Prior to the Share Grant Award being awarded in accordance with these By-Laws, the LTIP Committee shall set out the basis of the award, identifying the category or grant of the Eligible Persons and the Maximum Allowable Allocation that may be awarded.
- 7.11 In the case of a promotion, an LTIP Participant shall continue to be entitled to hold all unvested Share Grants awarded to him/her. The Maximum Allowable Allocation that may be awarded to such LTIP Participant shall be based on the corresponding threshold to which he/her is promoted, subject always to the Maximum Shares.
- 7.12 In the case of a demotion, subject to the sole discretion of the LTIP Committee, an LTIP Participant may continue to be entitled to hold any unvested Share Grants awarded to him/her. The number of unvested Share Grants held by the LTIP Participant may however be reduced to the corresponding threshold to which he/she is demoted and such other terms or conditions as may be imposed at the sole discretion of the LTIP Committee.

8. RIGHTS ATTACHED TO SHARE GRANT AWARDS AND THE NEW SHARES

- 8.1 The Share Grant Awards shall not carry any right to vote at any general meeting of the Company or rank for any distributions in the event of any voluntary or involuntary liquidation or dissolution of the Company until and unless such Shares have been issued, allotted and credited into the CDS Account of the LTIP Participant.
- 8.2 An LTIP Participant shall not be entitled to any dividends, right or other entitlements on his/her unvested Share Grant Awards (as the case may be) until and unless such Shares have been issued, allotted and credited into the CDS Account of the LTIP Participant.
- 8.3 The new Shares to be allotted upon the vesting of Shares pursuant to the Share Grant Awards, shall upon allotment and issuance rank *pari passu* in all respects with the existing Shares save and except that they shall not be entitled to any dividends, rights, allotments and/or other distributions declared, the Entitlement Date of which is prior to the date of allotment of and issuance of the said new Shares. In the event that any existing Shares and/or treasury Shares are to be transferred upon the vesting of the Shares pursuant to the Share Grant Awards, the existing Shares and/or treasury Shares shall be transferred together with all dividends, rights, allotments and/or other distributions declared, made or paid to the shareholder of the Company, the Entitlement Date of which is on or after the date the Shares are credited into the CDS Account of the relevant LTIP Participants.
- 8.4 The new Shares and/or existing Shares to be issued and/or transferred (as the case may be, if any) to the LTIP Participants pursuant to the LTIP will be subject to the provisions of the Constitution and any other applicable regulatory requirements.

9. NON-TRANSFERABILITY

- 9.1 A Share Grant Award is personal to the LTIP Participant and, prior to the allotment and/or transfer of the Shares to the LTIP Participant to which the Share Grant Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of (in whole or in part) in any manner whatsoever.
- 9.2 Unless permitted under these By-Laws, a Share Grant Award shall not be transferred, assigned, disposed of or subject to any encumbrances by the LTIP Participant and any attempt to do so shall result in the automatic cancellation of the Share Grant Award.

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10. TERMINATION AND CLAWBACK

- 10.1 Upon occurrence of one or more of the following events prior to (i) the full vesting of the Share Grant Award (including prior to the acceptance of a Share Grant Award by an Eligible Person), or (ii) issue and allotment of new Shares or credit of existing and/or treasury Shares into the LTIP Participant's CDS Account pursuant to any vesting of Shares in any Share Grant Award (as the case may be), such Share Grant Award or the balance thereof that remained unvested or not issued and allotted/ transferred (as the case may be), shall forthwith cease to be valid without any claim whatsoever against the Company:
- (a) resignation, termination or cessation of employment of an Eligible Person or LTIP Participant, for any reason;
 - (b) expiry, termination or cessation of a contract of service of an Eligible Person or LTIP Participant, for any reason;
 - (c) resignation, retirement or removal of an Executive Director of the Company, for any reason;
 - (d) the company which employs an Eligible Person or LTIP Participant ceasing to be part of the Group; or
 - (e) without prejudice to the provisions of By-Laws 31.1, an Eligible Person or LTIP Participant is subject to disciplinary proceedings and the employment of the Eligible Person or LTIP Participant is terminated.
- 10.2 Notwithstanding By-Law 10.1 above, the LTIP Committee may, at its sole discretion, by notice in writing, stipulate the duration or period at or within which such unvested Share Grant Award shall vest all or in part (provided that no Share Grant Award shall vest after the Date of Expiry) or permit such issuance and allotment of new Shares/ transfer of existing Shares and/or treasury Shares pursuant to the Share Grant Award if such cessation occurs by reason of:
- (a) retirement upon or after attaining the retirement age under the Group's retirement policy;
 - (b) retirement before attaining the normal retirement age with the consent of his/her employer;
 - (c) redundancy or retrenchment pursuant to the acceptance by that LTIP Participant or a voluntary separation scheme offered by a company within the Group;
 - (d) resignation, retirement or removal of Director of a Subsidiary, for any reason, save where such resignation, retirement or removal was due to the breach of duty, gross negligence or wilful misconduct of such Director;
 - (e) transfer to any company outside the Group at the direction of the Company;
 - (f) ill-health, injury, physical or mental disability;
 - (g) death, in which event this By-Law 10.2 shall apply *mutatis mutandis* to the LTIP Participant's legal or personal representatives as if they were the LTIP Participant; or
 - (h) any other circumstances which are acceptable to the LTIP Committee at its sole discretion.
- 10.3 Unless otherwise agreed in writing by the LTIP Committee at its sole discretion, upon the resignation of the LTIP Participant from his/her employment or contract of service with the Group, any Share Grant Awards which are unvested shall lapse forthwith on the date the LTIP Participant tenders his/her resignation.
- 10.4 In the event bankruptcy proceeding being commenced against an LTIP Participant, the Share Grant Award shall be suspended pending the outcome of the bankruptcy proceedings. The Share Grant Award shall immediately become void and of no further force and effect upon the LTIP Participant being adjudicated a bankrupt. If the bankruptcy proceeding is withdrawn, the suspension shall be lifted at the sole discretion of the LTIP Committee and the Share Grant Award shall accordingly be re-vested to the said LTIP Participant.

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- 10.5 For the avoidance of doubt, in the event of the liquidation or winding up of the Company in accordance with By-Law 27 or termination of the LTIP in accordance with By-Law 5.4, all unvested or partially unvested Share Grant Awards shall lapse and cease to be valid.
- 10.6 Subject to the provisions of this By-Law 10, the Share Grant Award shall cease to be valid without any claim whatsoever against the Company upon the occurrence of any event as set out in this By-Law 10 which results in the LTIP Participant being deprived of the beneficial ownership of the Share Grant Award.
- 10.7 Upon the termination of the Share Grant Award pursuant to this By-Law 10, the LTIP Participant shall have no right to compensation or damages or any claim whatsoever against the Group for any loss of any right or benefit under the LTIP which he/she might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from his/her ceasing to hold office or employment or under a contract of service or from the suspension of his/her right to the Share Grant Award ceasing to be valid.
- 11. ALTERATION OF SHARE CAPITAL**
- 11.1 Notwithstanding any provisions in these By-Laws and subject to any applicable laws and the Listing Requirements, in the event of any alteration in the capital structure of the Company prior to the Date of Expiry, whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of the Shares or reduction of capital or any other variation of capital being effected but excluding any cancellation of capital which is lost or unrepresented by available assets, the LTIP Committee may at its sole discretion in good faith, determine whether the number of Shares to be vested in the unvested Share Grants, shall be adjusted.
- 11.2 When an adjustment is made pursuant to By-Law 11.1, in determining an LTIP Participant's entitlement to the number of Shares to be vested in the unvested Share Grants, any fractional entitlements will be disregarded.
- 11.3 By-Law 11.1 shall not be applicable where an alteration in the capital structure of the Company arises from any of the following:
- (a) an issue of new Shares or other securities convertible into Shares or rights to acquire or subscribe for the Shares as consideration or part consideration for an acquisition of any other securities, assets or business by the Group;
 - (b) a special issue of new Shares to Bumiputera investors nominated by the Ministry of International Trade and Industry, Malaysia and/or other government authority to comply with the Government policy on Bumiputera capital participation;
 - (c) a private placement/ restricted issue of new Shares by the Company;
 - (d) 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/or convertible loan stocks (if any) issued by the Company;
 - (e) an issue of new Shares upon the vesting of Share Grant Award (as the case may be, if any) pursuant to the LTIP;
 - (f) a share buy-back arrangement by the Company, pursuant to Section 127 of the Act and the cancellation of all or a portion of the Shares pursuant to the relevant provisions of the Act; and/or
 - (g) an issue of further Share Grant Awards to Eligible Persons under these By-Laws.
- 11.4 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part 3, Division 7, Subdivision 2 of the Act, By-Law 11.1 shall be applicable in respect of such parts of the scheme involving any alteration in the capital structure of the Company.
- 11.5 An adjustment pursuant to By-Law 11.1 shall be made according to the following terms:
- (a) in the case of a rights issue, bonus issue or other capitalisation issue, on the next Market Day immediately following the Entitlement Date in respect of such issue; or

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- (b) in the case of a consolidation or subdivision of 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.
- 11.6 Any adjustments must be confirmed in writing by an Adviser or Auditor, acting as an expert and not as an arbitrator, to be in their opinion fair and reasonable. Such confirmation shall be final and binding on all parties.
- 11.7 The LTIP Committee shall be guided by the adjustments as provided in the Schedule of these By-Laws in determining the adjustments to be made pursuant to this By-Law 11.
- 11.8 Upon any adjustment being made, the LTIP Committee shall, within 30 days give notice in writing to the LTIP Participant (or his/her duly appointed personal or legal representatives, as the case may be), to inform him/her of the adjustment and the event giving rise thereto.
- 11.9 Notwithstanding the other provisions referred to in the Schedule of these By-Laws, in any circumstances where the LTIP Committee considers that adjustments to the number of Shares to be issued or vested in respect of the Share Grant Award as provided for under the provisions hereof should not be made, or should be or should not be calculated on a different basis or different date or that adjustments to the number of Shares to be issued or vested in respect of the Share Grant Award should be made notwithstanding that no adjustment is required under the provisions hereof, the Company may appoint an Adviser and/or an Auditor to consider whether for any reasons whatsoever the adjustment calculation or determination to be made (or the absence of an adjustment calculation or determination) is appropriate or inappropriate (as the case may be). Subject to By-Law 15.1, if such Adviser and/or Auditor shall consider the adjustment calculation or determination to be inappropriate, the adjustments shall be modified or nullified (or an adjustment calculation or determination made even though not required to be made) in such manner as may be considered by such Adviser and/or Auditor to be in their opinion appropriate and shall be final and binding on all parties.
- 12. QUOTATION OF NEW SHARES**
- 12.1 If there is an allotment of the new Shares pursuant to a Share Grant Award, the Company shall make an application to Bursa Securities for its permission for the listing of and quotation for the new Shares so allotted in accordance with By-Law 34.1.
- 12.2 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 is entitled to.
- 13. RETENTION PERIOD**
- 13.1 The new Shares to be allotted and issued and/or existing Shares to be transferred to an LTIP Participant pursuant to the LTIP will not be subjected to any retention period unless otherwise stated in the Share Grant Award as may be determined by the LTIP Committee at its sole discretion from time to time. The expression "retention period" shall mean the period in which the Shares are allotted and issued and/or transferred to the LTIP Participant pursuant to the LTIP must not be sold, transferred, assigned or otherwise disposed of by the LTIP Participant. However, LTIP Participant is encouraged to hold the Shares as an investment and not for any speculative and/or realisation of any immediate gains from disposal.
- 13.2 Notwithstanding By-Law 13.1 above, the LTIP Committee shall be entitled at its sole discretion to prescribe or impose, in relation to the Share Grant Award, any terms and conditions relating to the retention period or restriction on transfer (if applicable) as the LTIP Committee deems fit.
- 14. ADMINISTRATION**
- 14.1 The LTIP shall be administered by the LTIP Committee. The Board shall have the sole discretion as it deems fit to approve, rescind and/or revoke the appointment of any person in the LTIP Committee at any point in time during the LTIP Period or LTIP Extended Period (as the case may be), and the Board shall not be required to provide any reason for its decisions, except as may be required by the relevant authorities.

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- 14.2 The LTIP Committee shall be vested with such powers and duties as are conferred upon it by the Board to administer the LTIP in such manner as it shall at its sole discretion deem fit.
- 14.3 Without limiting the generality of By-Law 14.2, the LTIP Committee may, for the purpose of administering the LTIP, do all acts and things, rectify any error in the Share Grant Award, enter into any transactions, agreements, deeds, documents or arrangements, and make rules, regulations or impose terms and conditions or delegate part of its power relating to the LTIP which the LTIP Committee may at its sole discretion consider to be necessary or desirable for giving full effect to the LTIP, including the powers to:
- (a) subject to the provisions of the By-Laws, construe and interpret the LTIP and the Share Grant Award granted under it, to define the terms therein and to recommend to the Board to establish, amend and revoke rules and regulations relating to the LTIP 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 LTIP or in any agreement providing for the Share Grant Award in a manner and to the extent it shall deem necessary to expedite and make the LTIP fully effective; and
 - (b) determine all questions of policy and expediency that may arise in the administration of the LTIP and generally exercise such powers and perform such acts as are deemed necessary and/or expedient to promote the best interests of the Group.
- 14.4 In implementing the LTIP, the LTIP Committee may at its sole discretion decide that the Share Grant Award be satisfied by the following methods:
- (a) issuance of new Shares;
 - (b) transfer of the Company's treasury shares;
 - (c) acquisition of existing Shares from the market;
 - (d) payment of the equivalent cash value of such new Shares and/or existing Shares;
 - (e) any other methods as may be permitted by the Act and the Listing Requirements, as amended from time to time and any re-enactment thereof; or
 - (f) a combination of any of the above.
- 14.5 Any decision or determination of the LTIP Committee made pursuant to the provisions of the LTIP (other than a matter to be certified and/or approved by the Auditor and/or Adviser) shall, in the absence of any manifest of error, be final, binding and conclusive (including for the avoidance of doubt, any decision pertaining to any dispute as to the interpretation of the LTIP or any rule, regulation or procedure hereunder or as to any rights under the LTIP). The LTIP Committee shall not be required to furnish any reason for any decision or determination made by it except as may be required by the relevant authorities.
- 14.6 The Share Grant Award shall not impose on the Company, the Board, or the LTIP Committee or any of its members any liability whatsoever in connection with:
- (a) the lapse of any Share Grant Award pursuant to any provision of these By-Laws;
 - (b) the failure or refusal by the LTIP Committee to exercise, or the exercise by the LTIP Committee of, any discretion under the LTIP; and/or
 - (c) any decision or determination of the LTIP Committee made pursuant to any provision of these By-Laws.

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

- 15.1 Subject to compliance with the Listing Requirements, any other applicable regulatory requirements and approvals being obtained from such relevant authorities (where applicable), the LTIP Committee may at any time and from time to time recommend to the Board any additions, variations, modifications, amendments or deletions of all or any of the provisions in these By-Laws as it shall at its sole discretion think fit and the Board shall have the power by resolution to add, vary, modify, amend or delete all or any part of the provisions in these By-Laws upon such recommendation **PROVIDED ALWAYS THAT** no additions, variations, modifications, amendments or deletions of these By-Laws shall be made which will:
- (a) increase the number of the Shares available under the LTIP beyond the Maximum Shares set out in By-Law 4 above without the prior approval of the Company's shareholders in a general meeting;
 - (b) prejudice any rights of the shareholders of the Company without the prior approval of the Company's shareholders in a general meeting; or
 - (c) alter to the advantage of any LTIP Participant in respect of any matters which are required to be contained in the By-Laws by virtue of Appendix 6E of the Listing Requirements, without the prior approval of the Company's shareholders in a general meeting unless allowed otherwise by the provisions of the Listing Requirements.
- 15.2 Any amendments, variations or modifications to the By-Laws shall not contravene any of the provisions stipulated under the Listing Requirements and/or any other relevant regulatory authority in relation to share issuance schemes and/or share grant schemes.
- 15.3 Upon amending, varying and/or modifying all or any part of the provisions of the LTIP, the Company shall within 5 Market Days after the effective date of the amendment, variation and/or modification caused to be submitted to Bursa Securities the amended By-Laws and a confirmation letter in the form required under the Listing Requirements that the said amendment, variation and/or modification complies and does not contravene any of the provisions of the Listing Requirements on share issuance schemes and/or share grant schemes (as the case may be) and the Rules of Bursa Depository.
- 15.4 The LTIP Committee shall as soon as reasonably practicable after any amendment, variation and/or modification made pursuant to these By-Laws notify the LTIP Participants in writing of any amendment, variation and/or modification made pursuant to these By-Laws.

16. DISPUTES AND ERRORS AND OMISSIONS

- 16.1 In the event of any dispute or difference arising between the LTIP Committee and an Eligible Person or an LTIP Participant, as to any matter or thing of any nature arising hereunder, the LTIP Committee shall determine such dispute or difference by a written decision (without the obligation to give any reason thereof) to the Eligible Person or the LTIP Participant (as the case may be) **PROVIDED THAT** where the dispute or difference is raised by a member of the LTIP Committee, the said member shall abstain from deliberating and voting in respect of the decision of the LTIP Committee in that instance. The decision of the LTIP Committee shall be final and binding and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws.
- 16.2 Notwithstanding anything herein to the contrary, any costs and expenses incurred in relation to any dispute or difference or appeal brought by an Eligible Person or LTIP Participant to the LTIP Committee shall be solely borne by the Eligible Person or LTIP Participant.
- 16.3 If the LTIP Committee discovers or determines that the number of Shares allotted, issued, transferred or vested to any LTIP Participant on any occasion is incorrect in consequence of an error or omission, the LTIP Committee may at its sole discretion do all such acts and things to rectify such error or omission.

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17. THE LTIP NOT A TERM OF EMPLOYMENT OR CONTRACT OF SERVICE

The LTIP shall not form part of or constitute or in any way be construed as a term or condition of employment or contract of service of any Eligible Person. This LTIP 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 or contract of service in the Group nor any rights in addition to any compensation or damages that the Eligible Person may be normally entitled to arising from the cessation of such employment or contract of service. The terms of employment or contract of service of an Eligible Person shall not be affected by his/her participation or non-participation in the LTIP.

18. COSTS AND EXPENSES

All fees, costs and expenses incurred in relation to the administration and management of the LTIP including but not limited to the fees, costs and expenses relating to the grant, vesting, allotment and issue and/or transfer of the Shares pursuant to the vesting of any Share Grant Award shall be borne by the Company. Notwithstanding this, the LTIP Participant shall bear any fees, costs and expenses incurred in relation to his/her acceptance of a Share Grant Award, opening and maintaining of his/her respective CDS Account and sale of the Shares in the market (such as, but not limited to, brokerage commissions and stamp duty).

19. CONSTITUTION

Notwithstanding the terms and conditions contained in these By-Laws, if a situation of conflict should arise between these By-Laws and the Constitution, the provisions of the Constitution shall prevail at all times save and except where such provisions of the By-Laws are included in compliance with the Listing Requirements and/or any other regulatory requirements.

20. TRANSFER FROM OTHER COMPANIES TO THE GROUP

20.1 In the event that:

- (a) a Director or an employee who was previously employed or under a contract of service in a company which is not within the Group and is subsequently transferred from such company to any company within the Group; or
- (b) a Director or an employee who was previously in the employment or under a contract of service with a company which subsequently becomes a member of the Group as a result of a restructuring or acquisition exercise or otherwise involving the Company and/or any company within the Group;

(the first mentioned company in (a) and (b) above are hereinafter referred to as the "**Previous Company**"), such a Director or an employee of the Previous Company ("**the Affected Director/ Employee**"), subject to By-Law 5, will be eligible to participate in the LTIP only for the remaining duration of the LTIP Period or Extended LTIP Period (as the case may be), if the Affected Director/ Employee becomes an "Eligible Person" within the meaning under these By-Laws, subject always to the LTIP Committee's sole discretion.

20.2 For the avoidance of doubt, in the event of any acquisition or incorporation of any company into the Group pursuant to part (b) above as a subsidiary pursuant to Section 4 of the Act, the Directors and employees of such company on the date such company becomes a subsidiary of the Group (provided that such subsidiary is not dormant), shall be eligible to participate in the LTIP at the sole discretion of the LTIP Committee.

21. DIVESTMENT FROM THE GROUP

21.1 If an LTIP Participant who held office or was in employment or under a contract of service with a company which ceases to be a company within the Group due to a subsequent disposal or divestment (in whole or in part) from the Group, the LTIP Committee may at its sole discretion permit the vesting of any unvested Share Grants within such period as may be prescribed by the LTIP Committee pursuant to such disposal or divestment from the Group, and such unvested Share Grants (as the case may be) held by the LTIP Participant shall automatically lapse and become null and void upon the expiry of the prescribed period. All unvested Share Grants which are not permitted by the LTIP Committee to be vested shall automatically lapse and become null and void upon such disposal or divestment from the Group.

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21.2 For the purpose of By-Law 21.1, a company shall be deemed to be divested from the Group in the event that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act.

22. TAKEOVER AND DISPOSAL OF ASSETS

22.1 Subject to the provisions of any applicable statutes, rules, regulations and/or conditions issued by the relevant regulatory authorities, in the event of:

- (a) a take-over offer being made for the Company, 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 all the Shares of the Company (or such part thereof not at the time held by the person making the take-over offer (“**Offeror**”) or any persons acting in concert with the Offeror); or
- (b) 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 Participants that it intends so to exercise such rights on a specific date (“**Specified Date**”); or
- (c) the Company disposes of all or substantially all of its assets and the disposal becomes unconditional (i.e., the Company undertakes a “major disposal” as defined under the Listing Requirements);

the LTIP Committee may at its sole discretion to the extent permitted by law permit the vesting of the Share Grant Awards and the LTIP Participants will be entitled to the vesting of the Shares under all or any of his/her Share Grant Awards within such period as may be determined by the LTIP Committee, 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 and/or the transfer of existing Shares to be vested pursuant to the Share Grant Awards under these By-Laws.

22.2 Notwithstanding anything to the contrary, in the event of any take-over offer being made for the issued Shares of the Company or any other corporate proposal (including but not limited to a selective capital reduction exercise) being undertaken whereby all of the issued Shares of the Company is to be acquired (or all of the issued Shares the Company ends up in the hands of one or more sponsor of such proposal), whether by way of a general offer or otherwise, the LTIP Committee may in its sole discretion unilaterally decide:

- (a) to alter any LTIP Period applicable in respect of a Share Grant, whether by shortening or lengthening the same;
- (b) to alter any Effective Date and/or Date of Expiry;
- (c) to fix any Effective Date and/or Date of Expiry; and/or
- (d) to alter the terms of any Share Grant,

but in the absence of any such decision by the LTIP Committee, upon any such take-over offer or corporate proposal becoming or being declared unconditional, all Shares under the Share Grant which have not vested shall vest in full, provided that if during such period a party becomes entitled or bound to exercise the rights of compulsory acquisition under the provision of any applicable law, and gives notice to the Company and/or any member of the Company that it intends to exercise such rights on a specific date, the Shares vested under the Share Grant will be issued and allotted, or transferred, prior to the specific date.

23. SCHEME OF ARRANGEMENT, AMALGAMATION AND RECONSTRUCTION

23.1 Notwithstanding By-Laws 32 and 34, in the event the court sanctions a compromise or arrangement between the Company and its shareholders proposed for the purposes of, or in connection with, a scheme or arrangement and reconstruction of the Company or its amalgamation with any other company, the LTIP Committee may at its sole discretion decide whether an LTIP Participant shall—

- (a) be vested with all or any of his/her unvested Share Grant Awards; and/or
- (b) be entitled to vest all or any of his/her unvested Share Grant Awards,

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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 the compromise or arrangement becomes effective **PROVIDED ALWAYS THAT** it is within the LTIP Period or Extended LTIP Period (as the case may be).

23.2 No share Grant Award shall be vested to an LTIP Participant after the date upon which the compromise or arrangement becomes effective. The decision of the LTIP Committee shall be final and binding.

24. NO COMPENSATION FOR TERMINATION

24.1 No Eligible Person or LTIP Participant shall be entitled to any compensation for damages whatsoever arising from the termination of the Share Grant Awards or the LTIP, as the case may be, pursuant to the provisions of these By-Laws.

24.2 Notwithstanding any provisions of these By-Laws:

- (a) the LTIP shall not confer on any person any legal or equitable right or other rights under any other law (other than those constituting the LTIP) against the Company or any company within the 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 the Group;
- (b) no LTIP Participants or his/her legal representative (as the case may be) shall bring any claim, action or proceeding against any company of the 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 Share Grant Awards or his/her Share Grant Awards ceasing to be valid pursuant to the provisions of these By-Laws; and
- (c) the Company, the Board (including Directors of the Company that had resigned but were on the Board during the duration of the LTIP) or the LTIP Committee shall in no event be liable to the LTIP Participants or his/her 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 of the Group, the Board or the LTIP Committee has been advised of the possibility of such damage.

25. TAXES

All 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 Share Grant Awards and any holding or dealing of such Shares (including but not limited to brokerage commissions and stamp duty) under the LTIP shall be borne by the LTIP Participants for his/her own account and the Company shall not be liable for any one or more of such costs, fees, levies, charges and/or taxes.

26. DISCLOSURES IN ANNUAL REPORT

The Company will make such disclosures in its annual report for as long as the LTIP continues in operation as from time to time required by the Listing Requirements including (where applicable) a statement by the Audit Committee verifying that the allocation of Share Grant Awards pursuant to the LTIP is in compliance with the provisions of these By-Laws.

27. LIQUIDATION OR WINDING UP

If there is a liquidation or winding-up of the Company, all unvested Shares under the respective Share Grants shall on the date of liquidation or winding-up immediately lapse and become null and void and any unvested Shares shall cease to be capable of vesting without any claim whatsoever against the Company, that date being:

- (a) in the case of a voluntary winding-up, the earlier of (i) the date on which a provisional liquidator is appointed by the Company; and (ii) the date on which the shareholders of the Company passed a resolution to voluntarily wind-up the Company; or

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- (b) in the case of an involuntary winding-up, the date on which a petition for winding-up is served on the Company.

28. SEVERABILITY

If any time any term, condition, stipulation or provision in these By-Laws is or becomes illegal, void, prohibited or unenforceable in any respect, the same 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 and provision herein contained.

29. GOVERNING LAW AND JURISDICTION

- 29.1 These By-Laws shall be governed by and construed in accordance with the laws of Malaysia and the LTIP Participants shall submit to the exclusive jurisdiction of the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties hereto under or arising out of these By-Laws.
- 29.2 Any proceeding or action shall be instituted or taken in Malaysia and the LTIP Participants irrevocably and unconditionally waive any objection on the ground of venue or forum non-convenience or any other grounds.
- 29.3 A Share Grant Award made to an Eligible Person pursuant to the LTIP shall be valid strictly in Malaysia only unless specifically mentioned otherwise by the LTIP Committee at its sole discretion.

30. NOTICE

- 30.1 Any notice or request which the Company is required to give, or may desire to give, to any Eligible Person or LTIP Participant pursuant to the LTIP shall be in writing and shall be deemed to be sufficiently given if it is:
- (a) sent by ordinary post by the Company to the Eligible Person or LTIP Participant at the last address known to the Company as being his/her address, such notice shall be deemed to have been received 3 Market Days after posting;
- (b) given by hand to the Eligible Person or LTIP Participant, such notice or request shall be deemed to have been received on the date of delivery; and/or
- (c) sent by electronic media, including but not limited to electronic mail, to the Eligible Person or LTIP Participant, such notice or request be deemed to have been received upon confirmation notification received after the sending of notice or request by the Company.

Any change of address (including electronic mail) of the Eligible Person or LTIP Participant shall be communicated in writing to the Company and the LTIP Committee.

- 30.2 Any certificate, notification, correspondence or other notice required to be given to the Company or the LTIP Committee shall be properly given in writing and sent by registered post or delivered by hand (with acknowledgement of receipt) to the Company at its business address at Lot.7, Jalan P10/11, Seksyen 10, Kawasan Perusahaan Bangi, 43650 Bandar Baru Bangi, Selangor, Malaysia or any other business address which may be notified in writing by the LTIP Committee from time to time.
- 30.3 Notwithstanding By-Law 30.1, where any notice is required to be given by the Company or the LTIP Committee under these By-Laws in relation to matters which may affect all the Eligible Persons or LTIP Participants (as the case may be), the Company or the LTIP Committee may give notice through an announcement to all employees of the Group to be made in such manner deemed appropriate (including electronic media) by the LTIP Committee. Upon the making of such an announcement, the notice to be made under By-Law 30.1 shall be deemed to be sufficiently given, served or made to all affected Eligible Person or LTIP Participants (as the case may be).

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31. DISCIPLINARY PROCEEDINGS

- 31.1 In the event that an LTIP Participant is subject to a performance improvement plan (“**PIP**”) or disciplinary proceedings (whether or not such PIP or disciplinary proceedings will give rise to a dismissal or termination of service), the LTIP Committee shall have the right at its sole discretion, to suspend the LTIP Participant’s Share Grant Award from being vested pending the achievement of the stipulated PIP targets by the LTIP Participant or the outcome of such disciplinary proceedings. The LTIP Committee may at its sole discretion impose such terms and conditions as the LTIP Committee shall deem appropriate having regard to the nature of the PIP or charges made or brought against the said LTIP Participant **PROVIDED ALWAYS THAT:**
- (a) in the event that such LTIP Participant shall subsequently achieve the stipulated PIP targets or be found not guilty of the charges which give rise to such disciplinary proceedings, the LTIP Committee shall reinstate the LTIP Participant’s rights to continue to hold or be vested his/her Share Grant Award;
 - (b) in the event the LTIP Participant fails to achieve the stipulated PIP targets or disciplinary proceedings result in a recommendation for the dismissal or termination of service of such LTIP Participant, the Share Grant Award shall immediately cease without notice and be null and void and of no further force and effect upon pronouncement of the failure to achieve the stipulated PIP targets or upon the dismissal or termination of service of such LTIP Participant notwithstanding that such recommendation may be subsequently challenged by the LTIP Participant in any other forum;
 - (c) in the event such LTIP Participant only partially achieves the stipulated PIP targets or is found guilty but not dismissed or termination of service is not recommended, the LTIP Committee shall have the right to determine at its sole discretion whether or not the LTIP Participant may continue to hold or be vested his/her Share Grant Award and/or adjust such number of Share Grant Awards to be vested as well as to impose such limits, terms and conditions as it deems appropriate, on such vesting; and
 - (d) in the event that no decision can be made on the status of achievement of the PIP and/or the disciplinary proceedings cannot be concluded upon the expiry of the LTIP Period or Extended LTIP Period (as the case may be), the Share Grant Award shall immediately lapse, and be null and void on the Date of Expiry without any prior notice to the LTIP Participants.
- 31.2 The LTIP Committee may, following the issuance of a warning or caution letter to an LTIP Participant by the relevant company within the Group, suspend the LTIP Participant’s Share Grant Award from being vested until such time as the LTIP Committee determines at its sole discretion whether or not the LTIP Participant may continue to be vested the Shares under his/her Share Grant Award and if so, whether to impose such limits, terms and conditions as the LTIP Committee deems appropriate, on such vesting.
- 31.3 For the purpose of these By-Laws, an LTIP Participant shall be deemed to be subject to “disciplinary proceedings” if:
- (a) he/she is suspended from work pending investigation into his/her conduct;
 - (b) he/she is issued with a letter requiring him/her to attend an internal domestic inquiry; or
 - (c) such other instances as the LTIP Committee may deem as being subject to disciplinary proceedings.

32. SHARE GRANT AWARDS

- 32.1 The LTIP Committee may, at its sole discretion any time during the LTIP Period or Extended LTIP Period (as the case may be), grant a Share Grant Award in writing to any Eligible Person (based on the criteria of allocation as set out in By-Law 7).
- 32.2 The actual number of Shares which may be granted in a Share Grant Award to an Eligible Person shall be at the sole discretion of the LTIP Committee and, subject to any adjustments that may be made under By-Law 11, shall not be less than 100 Shares but not more than the Maximum Allowable Allocation and shall always be in multiples of 100 Shares.

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- 32.3 A Share Grant Award may be made upon such terms and conditions as the LTIP Committee may decide from time to time. Each Share Grant Award shall be made in writing and is personal to the Eligible Person and is non-assignable and non-transferable.
- 32.4 The LTIP Committee shall notify each LTIP Participant of the Share Grant Award of such performance targets, performance period, service period, vesting period, Vesting Conditions, Vesting Dates (which shall not be later than the Date of Expiry) or such other conditions as may be stipulated by the LTIP Committee and the number of Shares vested onto him/her on the Vesting Dates **PROVIDED THAT** there may be excluded from such notice any information the disclosure of which the LTIP Committee shall reasonably consider would prejudice confidentiality. Notwithstanding the aforementioned, the LTIP Committee may state the following particulars in the Award Letter (where applicable):
- (a) the Share Grant Price;
 - (b) the LTIP Period or Extended LTIP Period (as the case may be);
 - (c) the Share Grant Award Date;
 - (d) any other information deemed necessary by the LTIP Committee; and/or
 - (e) any other term or condition as the LTIP Committee may from time to time deem appropriate.
- 32.5 Without prejudice to By-Laws 0 and 16, in the event of an error on the part of the Company in stating any of the particulars referred to in By-Law 32.4, the Company shall issue a supplemental Award Letter, stating the correct particulars referred to in By-Law 32.4 as soon as reasonably practicable after discovery of the error.
- 32.6 Nothing herein shall prevent the LTIP Committee from making more than 1 Share Grant Award to an Eligible Person **PROVIDED ALWAYS THAT** the total aggregate number of Shares which may be offered to an Eligible Person (inclusive of Shares previously offered under the LTIP, if any) shall not exceed the Maximum Allowable Allocation of the Eligible Person as set out in By-Law 7.
- 32.7 In any event, the LTIP Committee shall have the sole discretion and shall not be obliged to grant any additional Share Grant Awards to an Eligible Person although he/she has not reached the Maximum Allowable Allocation.
- 32.8 After each adjustment following an alteration of the Company's share capital as stipulated in By-Laws 11.1 and 11.2, the Company shall issue a supplemental Award Letter to inform the LTIP Participants of such adjustment pursuant to By-Law 11.9 as well as the corresponding adjustments that are made to the Share Grant Awards (where applicable) as soon as reasonably practicable after such adjustment is made.
- 32.9 The LTIP Committee shall keep and maintain a register of LTIP Participants and shall enter the names, addresses and identity card numbers of the LTIP Participants, the Maximum Allowable Allocation, the number of Share Grant Awards granted, the number of Share Grants vested, the Share Grant Award Date and the Share Grant Price and other particulars.
- 33. ACCEPTANCE OF THE SHARE GRANT AWARD**
- 33.1 A Share Grant Award shall be valid for acceptance by the Eligible Person for a period of 30 days from the Share Grant Award Date or such period as the LTIP Committee at its sole discretion may determine ("**Validity Period**"). Acceptance of the said Share Grant Award by an Eligible Person shall be made by way of a written notice from the Eligible Person to the LTIP Committee in the form prescribed by the LTIP Committee and accompanied by the payment of RM1.00 only as a nominal non-refundable consideration for the acceptance of each Share Grant Award (regardless of the number of Shares comprised therein).
- 33.2 In the event that an Eligible Person fails to accept his/her Share Grant Award or pay the acceptance consideration as set out in By-Law 33.1 within the Validity Period and in the manner aforesaid, or in the event of the death of the Eligible Person or the Eligible Person becomes a bankrupt, prior to his/her acceptance of the Share Grant Award, the Share Grant Award shall be deemed to have lapsed. The Shares comprised in such Share Grant Award may, at the discretion of the LTIP Committee, be re-offered to another Eligible Person.

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33.3 Upon acceptance of the Share Grant Award by an Eligible Person, the Share Grant Award will be vested to the LTIP Participant on the Vesting Date during the LTIP Period or Extended LTIP Period (as the case may be), subject to the LTIP Participant fulfilling the Vesting Conditions (whether fully or partially), if any, as may be determined at the sole discretion of the LTIP Committee.

34. VESTING CONDITIONS

34.1 Subject to By-Laws 5, 6 and 34.2, the Shares comprised in the Share Grant Award or such part thereof will only vest to the LTIP Participant on the Vesting Dates if:

- (a) the LTIP Participant remains in employment with the Group as at the Vesting Date; and
- (b) the other Vesting Conditions (if any) are fully and duly satisfied by the LTIP Participant.

34.2 The LTIP Committee may at its sole discretion, by giving notice in writing to the LTIP Participant, vary or waive any of the terms of the Vesting Conditions, performance period, service period, vesting period or any other conditions.

34.3 The LTIP Committee shall have the sole discretion to determine whether the Vesting Conditions (if any) have been satisfied in full or partial and/or whether any amendment or revision should be made to the Vesting Conditions.

34.4 Where the LTIP Committee has determined that the Vesting Conditions and/or any other stipulated conditions in respect of the Share Grant Awards have been fulfilled or waived (whether fully or partially), the LTIP Participant shall be notified of the number of the Shares to be vested in him/her and the Vesting Date. The decision of the LTIP Committee on the vesting of the Shares to the LTIP Participant pursuant to these By-Laws shall be final and binding. The LTIP Participant shall not have any right to or interest in the Shares comprised in the Share Grant Award granted to him/her until and unless such number of new and/or existing Shares are credited into their respective CDS Account.

34.5 Unless otherwise determined by the LTIP Committee, if the Vesting Conditions are not fulfilled (whether fully or partially) by the LTIP Participant in accordance with the terms set out in the Award Letter, the Share Grant Award shall lapse and be of no value. The LTIP Committee may at its sole discretion re-offer the Share Grant Award to another Eligible Person.

34.6 For the avoidance of doubt, upon acceptance of the Share Grant Award by the LTIP Participant, the Shares will vest to him/her at no cost subject always to the fulfilment or waiver (whether fully or partially) of the Vesting Conditions and/or any other conditions as stipulated Clause 34.2 (if any).

34.7 Unless otherwise determined by the LTIP Committee but subject to the applicable laws and By-Laws 10.1 and 10.2, the Share Grant Award shall automatically lapse and be null and void in the event of the death of the LTIP Participant.

35. SHARE GRANT PRICE

The reference price for the Share Grant Award to be granted will be determined by the LTIP Committee at its sole discretion, based on the fair value of the Shares, which will take into account, among others, the market price of the Shares as at or prior to the date of granting of the Share Grant Award to the LTIP Participant (or such basis as the relevant authorities may permit).

36. DELIVERY OF THE SHARES

36.1 In respect of the Shares which are vested onto a LTIP Participant pursuant to By-Law 34 and provided that all relevant information and/or documents are duly and correctly furnished, the Company shall as soon as reasonably practicable following the Vesting Date:

- (a) allot and issue and/or transfer such Shares to the LTIP Participant in accordance with the provisions of the Constitution, the SI(CD)A and the Rules of Bursa Depository;
- (b) despatch the notice of allotment/transfer to the LTIP Participant; and
- (c) make an application for the listing of and quotation for the Shares, if applicable.

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- A notice of allotment or notice stating the number of Shares credited into the LTIP Participant's CDS Account will be issued as soon as reasonably practicable and in any event, not later than 4 market days after the date of listing and quotation of the said Shares. No physical share certificate will be issued to the LTIP Participant.
- 36.2 All Share Grant Awards to the extent unvested on the expiry or earlier termination of the LTIP Period or Extended LTIP Period (as the case may be) applicable thereto shall lapse.
- 36.3 The Company, the Board and the LTIP Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities whatsoever and howsoever arising and whether directly or indirectly in the event of any delay on the part of the Company in crediting the Shares or in procuring the relevant authorities to list and quote the Shares vested in a LTIP Participant (as the case may be) or any delay in receipt or non-receipt by the Company of the notice or for any errors in any Share Grant Awards or any other matters or dealings which are beyond the control of the Company, the Board and/or the LTIP Committee.
- 36.4 Every Share Grant Award shall be subjected to the condition that no Shares shall be vested and/or credited pursuant to a Share Grant Award if such vesting and/or crediting would be contrary to any law, enactment, rule and/or regulation of any legislative or non-legislative body which may be in force during the LTIP Period or Extended LTIP Period (as the case may be).

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THE SCHEDULE

In addition to By-Law 11.1 and not in derogation thereof, the number of the Shares relating to the Share Grant Award in so far as unvested shall from time to time be adjusted by the LTIP Committee in accordance with the following relevant provisions in consultation with an Adviser and/or Auditor:

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

Adjusted Number of Shares =

$$\frac{T \times M}{L}$$

where:

- L = the aggregate number of Shares in issue immediately prior to the consolidation or subdivision or conversion;
- M = the aggregate number of Shares in issue immediately after such consolidation or subdivision or conversion; and
- T = Existing number of Shares relating to be vested.

Each such adjustment will be effective from the day on which the consolidation or subdivision or conversion becomes effective, or such period as may be prescribed by Bursa Securities.

- (b) If and whenever the Company shall make any issue of Shares to ordinary shareholders for which no consideration is payable or which are credited as fully paid, by way of bonus issue or capitalisation of profits or reserves (other than an issue of Shares to its members who had an option to take cash or other dividend in lieu of the relevant Shares), the additional number of Shares relating to the Share Grant to be vested under the Share Grant Award shall be calculated as follows:

$$\text{Additional Number of Shares} = T \times \left[\frac{(A + B)}{A} \right] - T$$

where

- A = the aggregate number of issued Shares on the Entitlement Date immediately before such bonus issue or capitalisation issue;
- B = the aggregate number of Shares to be issued pursuant to any allotment to ordinary shareholders credited as fully paid by way of capitalisation of profits or reserves (whether of a capital or income nature) (other than an issue of Shares to its members who had an option to take cash or other dividend in lieu of the relevant Shares);
- T = as above.

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

DRAFT BY-LAWS FOR THE PROPOSED LTIP

- (c) If and whenever the Company shall make:
- (i) a Capital Distribution (as defined below) to ordinary shareholders whether on a reduction of capital or otherwise (save and except any capital reduction involving the cancellation of capital which is lost or unrepresented by available assets or involving any purchase by the Company of its own Shares in accordance with the Act and any other applicable laws and regulations); or
 - (ii) any offer or invitation to its ordinary shareholders whereunder they may acquire or subscribe for the Shares by way of rights; or
 - (iii) any offer or invitation to its ordinary shareholders by way of rights whereunder they may acquire or subscribe for securities convertible into Shares or securities with rights to acquire or subscribe for Shares,

then and in respect of the case referred to in Clause (c)(ii) and (c)(iii) above, the additional number of Shares to be vested and transferred under a Share Grant Award shall be calculated as follows:

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

where

C = the Current Market Price of each Share on the Market Day immediately preceding the date on which the Capital Distribution or the offer or invitation (as the case may be) is publicly announced to Bursa Securities or (failing any such announcement) immediately preceding the date of the announcement of the book closure date of the Capital Distribution or of the offer or invitation (as the case may be);

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

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

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

where:

C = As C above;

E* = the subscription consideration for 1 additional Share under the terms of such offer or invitation or invitation to acquire or subscribe for the Shares; and

F* = the number of the Shares which is necessary for a shareholder of the Company to hold in order to be offered or invited to acquire or subscribe for 1 additional Share. and

T = as above.

For the purpose of Clause (c)(i), "Capital Distribution" shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividend) or by way of issue of Shares (not falling under Clause (b)) or other securities credited as fully or partly paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature).

Any distribution out of profits or reserves made (whenever paid) shall be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the ordinary shareholders as shown in the audited consolidated profit and loss accounts of the Company.

Such adjustments will be effective (if appropriate retroactively) from the commencement of the next Market Day immediately following the Effective Date for the above transactions.

DRAFT BY-LAWS FOR THE PROPOSED LTIP

- (d) If and whenever the Company makes an allotment to its ordinary shareholders as provided in Clause (b) above and also makes an offer or invitation to its ordinary shareholders as provided in Clause (c)(ii) or (iii) 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 adjusted number of the Shares to be vested under the Share Grants shall be calculated as follows:

$$\text{Adjusted Number of Shares to be vested} = T \times \left[\frac{(G + H + B) \times C}{(G \times C) + (H \times I)} \right] - T$$

where:

- B = as B above;
- C = as C above;
- G = the aggregate number of Shares on the book closure date;
- H = the aggregate number of new Shares under an offer or invitation to acquire or subscribe for Shares by way of rights or under an offer or invitation by way of rights to acquire or subscribe for securities convertible into Shares or rights to acquire or subscribe for Shares (as the case may be);
- I = the subscription price of 1 additional Share under the offer or invitation to acquire or subscribe for Shares or the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for 1 additional Share (as the case may be);
- T = as T above.

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

- (e) If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for Shares as provided in Clause (c)(ii) above together with an offer or invitation to acquire or subscribe for securities convertible into or rights to acquire or subscribe for ordinary shareholders as provided in Clause (c)(iii) above, the adjusted number of the Shares relating to the Shares to be vested and transferred under the Share Grants shall be calculated as follows:

$$\text{Adjusted Number of Shares to be vested} = T \times \left[\frac{(G + H + J) \times C}{(G \times C) + (H \times I) + (J \times K)} \right] - T$$

where:

- C = as C above;
- G = as G above;
- H = as H above;
- I = as I above;
- J = the aggregate number of Shares to be issued to the Company's ordinary shareholders upon conversion of such securities or exercise of such rights to subscribe for Shares by the Company's 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.

DRAFT BY-LAWS FOR THE PROPOSED LTIP

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

- (f) If and whenever the Company makes an allotment to its ordinary shareholders as provided in Clause (b) above and also makes an offer or invitation to acquire or subscribe for Shares to its ordinary shareholders as provided in Clause (c)(ii) above, together with rights to acquire or subscribe for Shares as provided in Clause (c)(iii) above, and the Entitlement Date for the purpose of allotment is also the Entitlement Date for the purpose of the offer or invitation, the adjusted number of Shares to be vested and transferred under the Share Grants shall be calculated as follows:

$$\text{Adjusted Number of Shares to be vested} = T \times \left[\frac{(G + H + J + B) \times C}{(G \times C) + (H \times I) + (J \times K)} \right] - T$$

where:

B	=	as B above;
C	=	as C above;
G	=	as G above;
H	=	as H 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 immediately following the Entitlement Date for the above transaction.

- (g) For the purpose of this Schedule, "Current Market Price" means in relation to each Share for any relevant day the 5-days volume weighted average market price for each Share on Bursa Securities for the 5 consecutive Market Days before such date for one or more board lots of Shares on Bursa Securities or in such other manner as may from time to time be stipulated in any guidelines prescribed by any competent authorities, if any.

FURTHER INFORMATION

1. RESPONSIBILITY STATEMENT

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

2. CONSENTS AND DECLARATION OF CONFLICT OF INTEREST

The written consent of KAF IB, being the Principal Adviser for the Proposed LTIP, for the inclusion of its name and all references thereto in the form and context in which it appears in this Circular has been given and has not been subsequently withdrawn before the issuance of this Circular.

KAF IB is not aware of any conflict of interest which exist or is likely to exist in relation to its role as the Principal Adviser for the Proposed LTIP.

3. MATERIAL COMMITMENTS

As at the LPD, save as disclosed below, the Board is not aware of any material commitments incurred or known to be incurred by the Group, which upon becoming enforceable, may have a material impact on the financial results or position of the Group:

	<u>Amount</u> (RM'000)
Property, plant and equipment	
- Approved but not contracted for	25,350

4. CONTINGENT LIABILITIES

As at the LPD, the Board is not aware of any contingent liabilities incurred or known to be incurred, which upon becoming enforceable, may have a material impact on the financial results or position of the Group.

5. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at the LPD, the Group is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, and the Board is not aware and has no knowledge of any proceedings pending or threatened against the Group, or of any facts likely to give rise to any proceedings, which might materially or adversely affect the financial position or business of the Group.

FURTHER INFORMATION

6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of the Company at Lot 7, Jalan P10/11, Seksyen 10, Kawasan Perusahaan Bangi, 43650 Bandar Baru Bangi, Selangor Darul Ehsan, during business hours from Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of the forthcoming EGM:

- (i) the Constitution;
- (ii) the audited financial statements of Genetec for the past 2 FYEs 31 March 2023 and 31 March 2022;
- (iii) the latest unaudited results of Genetec for the FPE 31 March 2024;
- (iv) the draft By-Laws in relation to the Proposed LTIP as referred to in **Appendix I** of this Circular; and
- (v) the letters of consent and declaration of conflict of interests referred to in Section 2 of the **Appendix II** of this Circular.



GENETEC TECHNOLOGY BERHAD
Registration No. 199701030038 (445537-W)
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (“**EGM**”) of Genetec Technology Berhad (“**Genetec**” or “**the Company**”) will be conducted fully virtual through live streaming and meeting online platform of TIIH Online provided by Tricor Investor & Issuing House Services Sdn Bhd in Malaysia via its website at <https://tiih.online> or <https://tiih.com.my> (Domain Registration number with MYNIC: D1A282781) on Thursday, 29 August 2024 at 9:30 a.m., and at any adjournment thereof, for the purpose of considering and, if thought fit, passing the following resolutions, with or without any modifications:

ORDINARY RESOLUTION 1

PROPOSED ESTABLISHMENT OF A LONG-TERM INCENTIVE PLAN IN THE FORM OF AN EMPLOYEES’ SHARE GRANT SCHEME FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF GENETEC AND ITS SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES) (“PROPOSED LTIP”) AND WAIVER OF PRE-EMPTIVE RIGHTS TO NEW SHARES UNDER SECTION 85(1) OF THE COMPANIES ACT 2016 (“ACT”) READ TOGETHER WITH CLAUSE 63 OF THE CONSTITUTION OF THE COMPANY

“THAT, subject to the approvals of all relevant regulatory authorities being obtained (where applicable) and to the extent permitted by law and the Constitution of the Company, the Board of Directors of Genetec (“**Board**”) be and is hereby authorised and empowered to:

- (i) establish, implement and administer the Proposed LTIP during the duration of the Proposed LTIP for the eligible executive directors of Genetec, eligible directors of Genetec’s subsidiaries (excluding dormant subsidiaries) and employees of Genetec and its subsidiaries (excluding dormant subsidiaries) who fulfil the eligibility criteria for participation in the Proposed LTIP (“**Eligible Persons**”) in accordance with the provisions of the by-laws governing the rules and regulations, terms and conditions of the Proposed LTIP (“**By-Laws**”), a draft of which is set out in **Appendix I** of the circular to the shareholders of Genetec dated 1 August 2024 in relation to the Proposed LTIP (“**Circular**”);
- (ii) allot and issue and/or transfer such number of new and existing ordinary shares in Genetec (“**Genetec Share(s)**” or “**Share(s)**”) from time to time as may be required to be allotted and issued or transferred, as the case may be, to the Eligible Persons who have accepted the award of Genetec Shares made in writing to them by the LTIP Committee and fulfilled the relevant vesting conditions (if any) pursuant to the Proposed LTIP (“**Grant(s)**”), provided always that the total number of Genetec Shares to be allotted and issued and/or transferred under the Proposed LTIP shall not in aggregate exceed 5% of the total number of issued Shares (excluding treasury shares, if any) in the Company at any point in time during the duration of the Proposed LTIP; and that such Genetec Shares shall, upon allotment and issuance or transfer, as the case may be, rank equally in all respects with the then existing issued Genetec Shares, save and except that they shall not be entitled to any dividends, rights, allotments and/or any other forms of distributions declared, for which the entitlement date is prior to the date on which the Genetec Shares are credited into the central depository system accounts of the respective Grants recipient;
- (iii) add, amend, modify, vary and/or delete all or any part of the rules, regulations, terms and conditions as set out in the By-Laws from time to time as may be permitted by the authorities or deemed necessary by the relevant regulatory authorities, the Board or LTIP Committee provided that such additions, amendments, modifications, variations and/or deletions are effected and permitted in accordance with the provisions of the By-Laws;

- (iv) to appoint and authorise a committee comprising directors and/or other officers of the Company who will be responsible for, among others, implementing and administering the Proposed LTIP (“**LTIP Committee**”) in accordance with the By-Laws; and
- (v) do all such acts and things and to enter into all such transactions, arrangements and agreements, deeds or undertakings, to make such rules and regulations, or impose such terms and conditions or delegate part of its power and to generally exercise such powers and perform such acts as may be necessary or expedient in order to give full effect to the Proposed LTIP.

AND THAT pursuant to Section 85(1) of the Companies Act 2016 (“**Act**”) read together with Clause 63 of the Constitution of the Company, the shareholders of the Company do hereby waive their pre-emptive rights to be offered new Genetec Shares ranking equally to the existing issued Genetec Shares arising from any issuance of new Genetec Shares pursuant to the Proposed LTIP.

AND THAT the draft By-Laws as set out in **Appendix I** of the Circular and which is in compliance with the Main Market Listing Requirements of Bursa Malaysia Securities Berhad (“**Listing Requirements**”), be and is hereby approved and adopted.”

ORDINARY RESOLUTION 2 AND 3

PROPOSED ALLOCATION OF THE GRANTS TO THE EXECUTIVE DIRECTORS OF GENETEC PURSUANT TO THE PROPOSED LTIP

“**THAT**, subject to the passing of the Ordinary Resolution 1 above and for so long as this approval remains in force, approval be and is hereby given to the LTIP Committee to be appointed by the Board at any time and from time to time throughout the duration of the Proposed LTIP, to allocate the Grants to the following Executive Directors under the Proposed LTIP:

Ordinary Resolution 2 : Chin Kem Weng

Ordinary Resolution 3 : Sow Ewe Lee

Provided always **THAT**:

- (i) The executive directors and senior management do not participate in the deliberation or discussion of his/her own allocation and the allocation to any person connected with him/her (if any);
- (ii) Not more than 10% of the total Grants will be made available under the Proposed LTIP shall be allocated to him, if he, either singly or collectively through persons connected to him, holds 20% or more of the total number of issued shares of Genetec (excluding treasury shares, if any);
- (iii) Not more than 80% of the total Grants available under the Proposed LTIP shall be allocated in aggregate to the Directors and senior management of Genetec and its subsidiaries, which are not dormant.

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

AND THAT pursuant to Section 85(1) of the Act read together with Clause 63 of the Constitution of the Company, the shareholders of the Company do hereby waive their pre-emptive rights to be offered new Genetec Shares ranking equally to the existing issued Genetec Shares arising from any issuance of new Genetec Shares pursuant to the Proposed LTIP.”

BY ORDER OF THE BOARD

LOW SOOK KUAN (MAICSA 7047833)
(SSM PC NO. 202008001384)
Company Secretary

Selangor Darul Ehsan

1 August 2024

Notes:

1. *For the purpose of determining a member who shall be entitled to participate at the forthcoming EGM, the Company shall be requesting the Record of Depositors as at 19 August 2024. Only a depositor whose name appears on such Record of Depositors shall be regarded as a member and entitled to participate at the EGM as well as for appointment of proxy(ies) or authorised representative to participate on his/her stead.*
2. *A member of the Company entitled to participate at the EGM shall be entitled to appoint more than one (1) proxy to attend, participate, speak and vote in his stead. A proxy may but need not be a member of the Company. Where a member appoints more than one (1) proxy, the appointments shall be invalid unless the member specifies the proportion of the member's shareholdings to be represented by each proxy.*
3. *Where a member of the Company is an Exempt Authorised Nominee ("EAN") which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("omnibus account") as defined under the Securities Industry (Central Depositories) Act, 1991 ("SICDA"), there is no limit to the number of proxies which the EAN may appoint in respect of each omnibus account it holds.*
4. *Where a member of the Company is an authorised nominee as defined under the SICDA, it may appoint more than one (1) proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.*
5. *The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a corporation, shall either under its common seal (if any) or under the hand of an officer or attorney of the corporation duly authorised.*
6. *A member who has appointed a proxy or attorney or corporate representative to participate at the EGM must request his/her proxy or attorney or corporate representative to register himself/herself at TIIH Online website at <https://tiih.online>. Please follow the Procedures for RPV facilities in the Administrative Guide for the EGM.*
7. *The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited as follows, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in case of a poll, not less than 24 hours before the time appointed for the taking of the poll at the EGM. The resolutions set out in this Notice will be put to vote by poll.*
 - (a) *Deposit Hardcopy of Proxy Form*

To the Company's Share Registrar's office at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur or its Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur.
 - (b) *Deposit of Proxy Form Electronically*

To the Company's Share Registrar via TIIH Online website at <https://tiih.online>. Kindly refer to the Administrative Guide for the EGM on the procedure for electronic submission of Proxy Form via TIIH Online.



PROXY FORM

No. of shares held	
---------------------------	--

I/We _____ NRIC/Passport No./Co. No.: _____
 (FULL NAME OF MEMBER(S) IN CAPITAL LETTERS AS PER NRIC/PASSPORT/CERTIFICATE OF INCORPORATION)

of _____
 (Full address)

being a *member/members of **GENETEC TECHNOLOGY BERHAD** [Registration No. 199701030038 (445537-W)] (the “Company”) hereby appoint

Full Name (in block letters)	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

and (if more than one (1) proxy)

Full Name (in block letters)	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

or failing him/her, the Chairman of the Meeting as my/our proxy/proxies to attend and vote for me/us on my/our behalf at the Extraordinary General Meeting (“EGM”) of the Company to be conducted fully virtual through live streaming and online meeting platform of TIIH Online provided by Tricor Investor & Issuing House Services Sdn Bhd in Malaysia via its website at <https://tiih.online> or <https://tiih.com.my> (Domain Registration number with MYNIC: D1A282781) on Thursday, 29 August 2024 at 9:30 a.m. and at any adjournment thereof as indicated below:

No.	Ordinary Resolution	For	Against
1	Proposed LTIP		
2	Proposed Allocation to Chin Kem Weng		
3	Proposed Allocation to Sow Ewe Lee		

(Please indicate with an “X” in the spaces provided above as to how you wish your vote to be cast. In the absence of specific directions, the proxy will vote or abstain from voting at his/her discretion.)

Dated this: day of 2024

 Signature of members/Common seal

Tel No. (During office hours): _____

Notes:

- For the purpose of determining a member who shall be entitled to participate at the forthcoming EGM, the Company shall be requesting the Record of Depositors as at 19 August 2024. Only a depositor whose name appears on such Record of Depositors shall be regarded as a member and entitled to participate at the EGM as well as for appointment of proxy(ies) or authorised representative to participate at the EGM on his/her stead.
- A member of the Company entitled to participate at the EGM shall be entitled to appoint more than one (1) proxy to attend, participate, speak and vote in his stead. A proxy may but need not be a member of the Company. Where a member appoints more than one (1) proxy, the appointments shall be invalid unless the member specifies the proportion of the member’s shareholdings to be represented by each proxy.
- Where a member of the Company is an Exempt Authorised Nominee (“EAN”) which holds ordinary shares in the Company for multiple beneficial owners in one securities account (“omnibus account”) as defined under the Securities Industry (Central Depositories) Act, 1991 (“SICDA”), there is no limit to the number of proxies which the EAN may appoint in respect of each omnibus account it holds.
- Where a member of the Company is an authorised nominee as defined under the SICDA, it may appoint more than one (1) proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.
- The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or if the appointer is a corporation, shall either under its common seal (if any) or under the hand of an officer or attorney of the corporation duly authorised.
- A member who has appointed a proxy or attorney or corporate representative to participate at the EGM must request his/her proxy or attorney or corporate representative to register himself/herself at TIIH Online website at <https://tiih.online>. Please follow the Procedures for RPV facilities in the Administrative Guide for the EGM.
- The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of such power or authority shall be deposited as follows, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or, in case of a poll, not less than 24 hours before the time appointed for the taking of the poll at the EGM. The resolutions set out in the Notice of EGM will be put to vote by poll.
 - Deposit Hardcopy of Proxy Form
 To the Company’s Share Registrar’s office at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur or its Customer Service Centre at Unit G-3, Ground Floor, Vertical Podium, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur.
 - Deposit of Proxy Form Electronically.
 To the Company’s Share Registrar via TIIH Online website at <https://tiih.online>. Kindly refer to the Administrative Guide for the EGM on the procedure for electronic submission of Proxy Form via TIIH Online.



Fold this flap for sealing

Then fold here

AFFIX
STAMP

The Share Registrar
Genetec Technology Berhad (199701030038) (445537-W)
c/o: Tricor Investor & Issuing House Services Sdn Bhd
Reg. No. 197101000970 (11324-H)
Unit 32-01, Level 32, Tower A
Vertical Business Suite
Avenue 3, Bangsar South
No. 8, Jalan Kerinchi
59200 Kuala Lumpur
Wilayah Persekutuan

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