

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

Bursa Malaysia Securities Berhad ("**Bursa Securities**") has only conducted a limited review of the contents of this Circular in relation to the Proposed ESOS (as defined herein) prior to its issuance pursuant to Practice Note 18 of the Main Market Listing Requirements of Bursa Securities. Bursa Securities takes no responsibility for the contents of this Circular and makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.



RGT BERHAD

Registration No. 198101004909 (71024-T)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE PROPOSED ESTABLISHMENT OF AN EMPLOYEES' SHARE OPTION SCHEME ("ESOS") OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES IN RGT BERHAD ("RGT" OR THE "COMPANY") (EXCLUDING TREASURY SHARES, IF ANY) AT ANY POINT IN TIME OVER THE DURATION OF THE ESOS ("PROPOSED ESOS")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING



UOB Kay Hian (M) Sdn Bhd

Registration No. 199001003423 (194990-K)
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The extraordinary general meeting of RGT ("**EGM**") will be held at Pangkor Room, Level 3, Hotel Jen Penang, Jalan Magazine, 10300 George Town, Pulau Pinang, Malaysia on Wednesday, 18 November 2026 at 11.30 am or immediately following the conclusion or adjournment (as the case may be) of the Forty-Fifth Annual General Meeting ("**45th AGM**") of the Company which will be held at the same venue on the same day at 10.00 am, whichever is later, or at any adjournment thereof. The Notice of EGM, together with the Proxy Form, is enclosed in this Circular.

A member entitled to attend, speak and vote (collectively "**participate**") at the EGM is entitled to appoint a proxy or proxies to participate on his/ her behalf. The Proxy Form shall be deposited/ submitted via the following ways not less than forty-eight (48) hours before the time set for holding the EGM or any adjournment thereof:

(a) By hardcopy form

The Proxy Form must be deposited at the Share Registrars' office at Boardroom Share Registrars Sdn Bhd, 11th Floor, Menara Symphony, No. 5, Jalan Professor Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

(b) By electronic form

The Proxy Form can be electronically submitted through facsimile at +603-7890 4670 or emailed to bsr.proxy@boardroomlimited.com.

The lodging of the Proxy Form will not preclude you from attending and voting at the meeting if you subsequently wish to do so.

Last date and time for lodging the Proxy Form : Monday, 16 November 2026 at 10.00 am

Date and time of the EGM : Wednesday, 18 November 2026 at 11.30 am or immediately following the conclusion or adjournment (as the case may be) of the 45th AGM of the Company which will be held at the same venue on the same day at 10.00 am, whichever is later, or at any adjournment thereof

This Circular is dated 20 October 2026

DEFINITIONS

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

"Act"	: The Companies Act 2016
"Board"	: The Board of Directors of RGT
"Bursa Depository"	: Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W))
"Bursa Securities"	: Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W))
"By-Law(s)"	: The by-laws governing the rules, terms and conditions of the Proposed ESOS 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 20 October 2026 in relation to the Proposed ESOS
"Director(s)"	: The director(s) of RGT Group and shall have the meaning given in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007
"Effective Date"	: The effective date of implementation of the Proposed ESOS
"EGM"	: Extraordinary general meeting of RGT
"Eligible Person(s)"	: The eligible Director(s) (including non-executive Directors) and employee(s) of RGT Group (excluding subsidiary companies which are dormant), who meet the criteria of eligibility for participation in the Proposed ESOS in the manner as indicated in the By-Laws
"EPS"	: Earnings per share
"ESOS"	: Employees' share option scheme
"ESOS Committee"	: A committee to be duly appointed and authorised by the Board to administer the Proposed ESOS in the manner as indicated in the By-Laws
"ESOS Option(s)"	: The right of an Eligible Person who has accepted the offer to subscribe for new RGT Shares (whether by way of issuance of new RGT Shares and/ or transfer of treasury shares by the Company) at a pre-determined option price pursuant to the contract constituted by the selected Eligible Person's acceptance of an offer under the Proposed ESOS in the manner and subject to the terms and conditions provided in the Bylaws
"FPE"	: Financial period ended/ ending, as the case may be
"FYE"	: Financial year ended/ ending, as the case may be
"Interested Party(ies)"	: Eligible Person who is a Director or Major Shareholder or chief executive of the Company or holding company of the Company
"Listing Requirements"	: Main Market Listing Requirements of Bursa Securities
"LPD"	: 28 September 2026, being the latest practicable date prior to the printing and despatch of this Circular

DEFINITIONS (CONT'D)

"Major Shareholder(s)"	: A person who has an interest or interests in one or more voting shares in RGT and the aggregate number of those shares, is:- i. 10% or more of the total number of voting shares in RGT; or ii. 5% or more of the total number of voting shares in RGT where such person is the largest shareholder of RGT For the purpose of this definition, "interest" shall have the meaning of "interest in shares" given in Section 8 of the Act
"Market Day(s)"	: Any day on which Bursa Securities is open for trading of securities, which may include a surprise holiday* *A "surprise holiday" refers to a public holiday declared in the Federal Territory of Kuala Lumpur that has not been gazetted as a public holiday as at the beginning of the calendar year
"Maximum Scenario"	: Assuming all of the treasury shares are resold and all of the outstanding 69,229,718 Warrants are exercised prior to the implementation of the Proposed ESOS
"MFRS 2"	: Malaysian Financial Reporting Standard 2 on Share-based Payment as issued by the Malaysian Accounting Standards Board
"Minimum Scenario"	: Assuming none of the treasury shares are resold and none of the outstanding 69,229,718 Warrants are exercised prior to the implementation of the Proposed ESOS
"MITI"	: Ministry of Investment, Trade and Industry, Malaysia
"NA"	: Net assets attributable to the owners of RGT
"Offer Date"	: The date on which an offer is made by the ESOS Committee in writing
"Official List"	: A list specifying all securities listed on the Main Market of Bursa Securities
"Proposed ESOS"	: Proposed establishment of an ESOS of up to 15% of the total number of issued RGT Shares (excluding treasury shares, if any) at any point in time over the duration of the ESOS for the Eligible Persons
"Record of Depositors"	: A record of securities holders established by Bursa Depository under the rules of Bursa Depository pursuant to the Securities Industry (Central Depositories) Act, 1991
"RM" and "sen"	: Ringgit Malaysia and sen, respectively
"TVISB"	: T-Venture Industries (M) Sdn Bhd (Registration No. 199901023896 (498796-M))
"RGT" or the "Company"	: RGT Berhad (Registration No. 198101004909 (71024-T))
"RGTSB"	: Rapid Growth Technology Sdn Bhd (Registration No. 199701024797 (440295-A))
"RGT Group" or the "Group"	: RGT and its subsidiaries, collectively

DEFINITIONS (CONT'D)

"RGT Share(s)" or "Share(s)"	:	Ordinary share(s) of RGT
"Senior Management"	:	Directors and employees of the RGT Group deemed to be in a senior position as may be determined by the ESOS Committee from time to time
"Special Issue"	:	Special issue of up to 59,110,000 Special Issue Shares to Bumiputra investors, identified and/ or approved by the MITI at an issue price of RM0.258 each
"Special Issue Shares"	:	RGT Shares issued pursuant to the Special Issue
"UOBKH" or "Principal Adviser"	:	UOB Kay Hian (M) Sdn Bhd (Registration No.: 199001003423 (194990-K))
"VWAP"	:	Volume weighted average market price
"Warrant(s)"	:	69,229,718 outstanding warrants (" Warrant(s) ") in issue pursuant to a 5-year warrants issued by RGT on 28 June 2024 and expiring on 27 June 2029, which entitles its holders to subscribe for 1 new RGT Share at the exercise price of RM0.88 for each Warrant held

All references to "**you**" in this Circular are made to shareholders who are entitled to attend and vote at the EGM.

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

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any reference to a time of day and date in this Circular shall be a reference to Malaysian time and date, respectively, unless otherwise specified. Any discrepancy in the figures included in this Circular between the amounts stated, actual figures and the totals thereof are due to rounding adjustments.

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EXECUTIVE SUMMARY

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

Key information	Description	Reference to Circular
Summary	The Proposed ESOS involves the granting of ESOS options to the Eligible Persons through the rights to subscribe for or acquire RGT Shares as determined by the ESOS Committee in accordance with the By-Laws. The maximum number of ESOS Options which may be made available under the Proposed ESOS shall not in aggregate exceed 15% of the total number of issued Shares in the Company (excluding treasury shares, if any) at any point in time over the duration of the ESOS.	Section 2
Rationale and justifications	i. To retain and motivate the Eligible Persons by allowing them to participate in any potential capital gains arising from the possible appreciation in the value of RGT Shares upon exercising the ESOS Options; ii. To align the interests of Eligible Persons with that of the shareholders through the achievement of the Group's objectives and plans; iii. To attract prospective employees with relevant skills and experience to the Group by making compensation packages offered more competitive; and iv. To foster and reinforce the Eligible Persons' loyalty and sense of belonging by enabling them to participate directly in the Company's equity. v. To serve as an additional source of funding for the Company without incurring further finance cost	Section 5
Approvals required/obtained and inter-conditional	The Proposed ESOS are subject to the following approvals:- i. Bursa Securities, which was obtained on 6 October 2026; ii. Shareholders of the Company at the EGM; and iii. Any other relevant authority and/or party, if required. The Proposed ESOS is not conditional upon any other proposals undertaken or to be undertaken by the Company.	Section 8
Interests of Directors, Major Shareholders, chief executive and/or persons connected with them	All Directors and the chief executive are eligible to participate in the Proposed ESOS and are therefore deemed interested to the extent of their respective proposed allocation and the proposed allocations to persons connected to them under the Proposed ESOS. Notwithstanding that, all Directors have deliberated on the Proposed ESOS, and have agreed to present the Proposed ESOS to shareholders for their consideration and approval. All Directors and the chief executive have and will continue to abstain from all Board deliberations and voting in respect of their respective proposed allocation, and the proposed allocations to persons connected to them under the Proposed ESOS, at the relevant Board meetings. The Directors who are deemed persons connected to Eligible Person under the Proposed ESOS, have and will continue to abstain from all Board deliberations and voting in respect of the proposed allocations to persons connected to them under the Proposed ESOS, at the relevant Board meetings.	Section 9

EXECUTIVE SUMMARY (CONT'D)

Key information	Description	Reference to Circular
	All Directors and the chief executive will abstain from voting in respect of their direct and/ or indirect shareholdings, at a general meeting of the Company to be convened in respect of the resolutions to be tabled for the Proposed ESOS and their respective proposed allocation as well as the proposed allocations to the persons connected to them, under the Proposed ESOS. All Directors and the chief executive will undertake to ensure that persons connected to them, will abstain from voting in respect of their direct and/ or indirect shareholdings, on the resolutions pertaining to the Proposed ESOS and their respective proposed allocations, and the proposed allocations to the persons connected to them, under the Proposed ESOS, to be tabled at a general meeting of the Company to be convened. The major shareholders (who are also the Directors) will abstain from voting in respect of their direct and/ or indirect shareholdings, at a general meeting of the Company to be convened in respect of the resolutions to be tabled for the Proposed ESOS and their respective proposed allocation as well as the proposed allocations to the person connected to them, under the Proposed ESOS. The major shareholders will also undertake to ensure that persons connected to them, will abstain from voting in respect of their direct and/ or indirect shareholdings, on the resolutions pertaining to the Proposed ESOS and their respective proposed allocations, and the proposed allocations to the persons connected to them, under the Proposed ESOS, to be tabled at a general meeting of the Company to be convened.	
Board's recommendation	The Board, having considered all aspects of the Proposed ESOS, including but not limited to, the basis, rationale and pro forma effects of the Proposed ESOS, is of the opinion that the Proposed ESOS is in the best interests of the Company.	Section 11

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RGT BERHAD

Registration No. 198101004909 (71024-T)
(Incorporated in Malaysia)

Registered Office

170-09-01,
Livingston Tower,
Jalan Argyll,
10050 George Town, Penang

20 October 2026

Board of Directors

Dato' Ir. Low Keng Kok (*Independent Non-Executive Chairman*)
Datuk Lim Seat Hoe (*Executive Director/ Chief Executive Officer*)
Lee Soo Ching (*Executive Director*)
Ng Choon Keat (*Executive Director*)
Dato' Lim Yong Jin (*Independent Non-Executive Director*)
Tan Peng Lam (*Independent Non-Executive Director*)

To: The shareholders of RGT

Dear Sir/ Madam,

PROPOSED ESOS

1. INTRODUCTION

On 26 August 2026, UOBKH had, on behalf of the Board, announced that the Company proposed to undertake the Proposed ESOS.

On 17 September 2026, UOBKH had, on behalf of the Board, announced that the listing application in relation to the Proposed ESOS had been submitted to Bursa Securities.

On 6 October 2026, UOBKH had, on behalf of the Board, announced that Bursa Securities had, vide its letter dated 6 October 2026, resolved to approve the listing and quotation of such number of new Shares, representing up to 15% of the total number of issued Shares of RGT (excluding treasury shares, if any) that may be issued pursuant to the Proposed ESOS on the Main Market of Bursa Securities subject to the conditions as disclosed in **Section 8** of this Circular.

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

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

2. DETAILS OF THE PROPOSED ESOS

The Proposed ESOS involves the granting of options to the Eligible Persons to subscribe for or purchase RGT Shares at specified prices to be determined in the manner as set out in **Section 2.5** of this Circular.

The Proposed ESOS will be administered by the ESOS Committee. The ESOS Committee shall be vested with such powers and duties as are conferred upon it by the Board to administer the Proposed ESOS in such manner it shall, in its discretion deem fit, in accordance with the provisions set out in the By-Laws. The decision as to whether or not to stagger the allocation of the ESOS Options over the duration of the Proposed ESOS as well as for the granting of ESOS Options, shall be determined by the ESOS Committee at a later date.

The ESOS Committee may at its absolute discretion decide that the ESOS Options be satisfied via the following methods:-

- i. allotment and issuance of new RGT Shares;
- ii. transfer of RGT's treasury shares (if any);
- iii. any other methods as may be permitted by the Act, Listing Requirements or any other applicable laws or regulations, as amended from time to time and any re-enactment thereof; or
- iv. a combination of any of the above.

In deciding the mode of satisfaction as set out above, the ESOS Committee will take into consideration, amongst others, factors such as the issue price of the new Shares (which shall be determined based on fair value of the Shares as at the date on which an offer is made by the ESOS Committee in writing to selected Eligible Person(s) to participate in the Proposed ESOS), the prevailing market price of the Shares, funding requirements of the Group, future returns and the potential cost arising from the granting of the ESOS Options.

2.1 Maximum number of RGT Shares available under the Proposed ESOS

The maximum number of RGT Shares, which may be made available pursuant to the Proposed ESOS shall not exceed in aggregate 15% of the total number of issued shares (excluding treasury shares, if any) of RGT at any point in time over the duration of the Proposed ESOS.

As at the LPD, the Company has an issued share capital of RM248.69 million comprising 352,815,216 Shares (including 10,455,433 treasury shares).

In addition, as at the LPD, the Company has 69,229,718 outstanding Warrants in issue pursuant to a 5-year warrants issued by RGT on 28 June 2024 and expiring on 27 June 2029, which entitles its holders to subscribe for 1 new RGT Share at the exercise price of RM0.88 for each Warrant held.

For illustrative purposes, throughout this Circular, the effects of the Proposed ESOS shall be illustrated based on the Minimum Scenario and Maximum Scenario.

2.2 Basis of allotment and maximum allowable allotment

The maximum number of ESOS Options that may be offered to an Eligible Person under the Proposed ESOS shall be determined at the sole and absolute discretion of the ESOS Committee after taking into consideration, amongst others and where relevant, the provisions of the Listing Requirements, the performance targets, employment grade/ category, and/ or length of service of the Eligible Person and such other factors that the ESOS Committee may deem relevant in its discretion and shall be subject to the following:-

- i. the total number of new RGT Shares to be issued under the Proposed ESOS shall not exceed the amount stipulated in **Section 2.1** of this circular;
- ii. Senior Management of the Group (excluding dormant subsidiaries) do not participate in the deliberation or discussion of their respective allocation of ESOS Options as well as allocation of ESOS Options to persons connected with them, if any;
- iii. the allocation to an Eligible Person, who either singly or collectively, through persons connected to the Eligible Person, holds 20% or more of the total number of issued RGT Shares, must not exceed 10% of the total number of RGT Shares to be made available under the Proposed ESOS; and
- iv. up to 70% of the total number of RGT Shares made available under the Proposed ESOS shall be allocated in aggregate to the Directors and Senior Management of the Group (excluding dormant subsidiaries) who are Eligible Persons, on the basis that they are crucial to the performance of the Group as determined by the ESOS Committee at their sole and absolute discretion.

The maximum allocation of ESOS Options made available in aggregate to the Directors and Senior Management of the Group (excluding dormant subsidiaries) who are Eligible Persons was determined after taking into consideration, amongst others, the number of Directors and Senior Management who are eligible to participate in the Proposed ESOS as well as their position, ranking, seniority, length of service and contribution to our Group. Such amount allocated also aims to reward and retain the Senior Management of our Group for their commitment, dedication, loyalty and to drive enhanced productivity, provided always that it is in accordance with the Listing Requirements, or any prevailing guidelines issued by Bursa Securities, or any other relevant authorities as amended from time to time.

In the event that any Eligible Person is a member of the ESOS Committee, such Eligible Person and persons connected with him/ her who are also members of the ESOS Committee shall not participate in the deliberation, discussion and/ or voting of such Eligible Person's own allocation of the ESOS Options or allocation to persons connected with them.

The ESOS Committee has the absolute discretion in determining whether the ESOS Options will be granted in a single grant or on a staggered basis over the duration of the Proposed ESOS as well as whether the ESOS Options are subject to any vesting period or vesting conditions, including any performance target that must be achieved, the determination of which will be carried out at a later date after the establishment of the ESOS Committee.

2.3 Eligibility

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

- i. in respect of an employee of the Group (excluding dormant subsidiaries), the employee must fulfil the following criteria as at the Offer Date:-
 - a. is at least 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - b. is employed on a full-time basis or on a contractual basis under a renewable or fixed-term employment contract, and is on the payroll of the Group;
 - c. is not serving a notice of resignation nor have received a notice of termination; and/ or
 - d. fulfils any other criteria and/ or falls within such category as may be determined by the ESOS Committee from time to time at its absolute discretion.
- ii. in respect of a Director of the Group (excluding dormant subsidiaries), the Director must fulfil the following criteria as at the Offer Date:-
 - a. is at least 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - b. has been appointed as a Director of the Company or any company in the Group (excluding dormant subsidiaries) (including executive or non-executive and/ or independent or non-independent Directors of RGT Group but excluding alternate and/ or similar substitute directors) for such period as may be determined by the ESOS Committee prior to and up to the Offer Date and has not served a notice to resign nor received a notice of termination; and/ or
 - c. fulfils any other criteria and/ or falls within such category as may be determined by the ESOS Committee from time to time at its absolute discretion,

provided always that the selection of any Director or employee for participation in the Proposed ESOS and the number of ESOS Option to be offered to an Eligible Person (subject to the By-Laws) under the Proposed ESOS shall be at the sole discretion of the ESOS Committee and the decision of the ESOS Committee shall be final and binding.

Notwithstanding the above, the ESOS Committee may, in its absolute discretion, waive any of the conditions of eligibility as set out above. The specific allocation of ESOS Options granted by the Company to any Interested Party or a person connected with any of the Interested Parties who is an Eligible Person must be approved by the shareholders of the Company at a general meeting.

In a general meeting to obtain shareholders' approval in respect of the above allocation and allotment:-

- i. the Interested Parties or a person connected with any of the Interested Parties; and

- ii. where the allocation and allotment are in favour of a person connected with any of the Interested Parties, such Interested Parties,

must not vote on the resolution approving the said allocation and allotment. An Interested Party must ensure that such persons connected with him/ her abstain from voting on the resolution approving the said allocation and allotment.

2.4 Duration and termination

The Proposed ESOS, when implemented, shall be in force for a period of 5 years from the Effective Date of the Proposed ESOS. The Company may, if the Board deems fit and upon the recommendation of the ESOS Committee, extend the Proposed ESOS for a period of up to another 5 years immediately from the expiry of the first 5 years, and shall not in aggregate exceed 10 years from the Effective Date.

Such extended Proposed ESOS shall be implemented in accordance with the terms of the By-Laws, save for any amendment and/ or change to the relevant statutes and/ or regulations then in force. Unless otherwise required by the relevant authorities or the Listing Requirements, no further approvals shall be required for the extension of the Proposed ESOS and the Company shall serve appropriate notices on the Eligible Person and/ or make any necessary announcements to any parties and/ or Bursa Securities (if required) within 30 days prior to the date of expiry of the Proposed ESOS or such other period as may be stipulated by Bursa Securities.

Subject to the compliance with the Listing Requirements, other requirements of Bursa Securities and any other relevant authorities, the Company may, if the Board deems fit and upon the recommendation of the ESOS Committee, at any time during the duration of the Proposed ESOS and before the date of expiry of the Proposed ESOS, terminate the Proposed ESOS in accordance with the terms of the By-Laws provided that an announcement is released to Bursa Securities on the following:-

- i. the effective date of termination of the Proposed ESOS;
- ii. the number of ESOS Options exercised and RGT Shares vested pursuant to the Proposed ESOS; and
- iii. the reasons and justification for termination.

Any unaccepted offer and unvested and/ or unexercised ESOS Options (whether fully or partially) shall lapse and be deemed cancelled and be null and void on the last day of the duration of the Proposed ESOS and/ or the effective date of termination of the Proposed ESOS.

2.5 Basis of determining the exercise price

Subject to any adjustments made under the By-Laws and pursuant to the Listing Requirements, the exercise price which will be payable by the Eligible Person upon the exercise of the ESOS Options shall be based on the 5-day VWAP of RGT Shares at the Offer Date, with a discount of not more than 10% during the tenure of the Proposed ESOS, as determined by the Board upon recommendation of the ESOS Committee.

2.6 Ranking of the RGT Shares pursuant to the exercise of ESOS Options

The RGT Shares to be issued upon the vesting and exercise of the ESOS Options, shall upon allotment and issuance, rank equally in all respects with the existing RGT Shares, save and except that such RGT Shares will not be entitled to any dividends, rights, allotments and/ or any other forms of distributions declared, made or paid to shareholders where the entitlement date of such distributions precedes the relevant date of issuance and/ or transfer of such RGT Shares.

The ESOS Options shall not carry any right to vote at any general meeting of the Company. The new RGT Shares to be allotted and issued arising from the exercise of the ESOS Options and RGT's treasury shares transferred upon exercise of an ESOS Option will be subject to the provisions of the constitution of the Company.

2.7 Retention Period

The ESOS Committee shall be entitled to prescribe or impose, in relation to any offer, any condition relating to any retention period or restriction on transfer of RGT Shares to be issued and/ or transferred via treasury shares arising from the exercise of ESOS Options as it deems fit.

In addition to the above, pursuant to Paragraph 8.20 of the Listing Requirements, an eligible Director who is a non-executive Director of RGT and/ or any of its subsidiaries, which are not dormant, shall not sell, transfer or assign the RGT Shares obtained through the exercise of the ESOS Options offered to him/ her within 1 year from the Offer Date.

2.8 Proposed allocation

Paragraph 6.06(1) of the Listing Requirements states that the Company must not issue any Shares to Directors, major shareholders or chief executive of the Company or persons connected with them, who are Eligible Persons, unless the shareholders of RGT have approved the specific allotment to be made to them in a general meeting.

Accordingly, the Company will seek its shareholders' approval at the forthcoming EGM of the Company for the proposed allocation of the ESOS Options to the following persons:-

Name	Designation
<u>Director, major shareholder, and chief executive</u>	
Datuk Lim Seat Hoe	Executive Director, Chief Executive Officer, and major shareholder of RGT
<u>Director and major shareholder</u>	
Ng Choon Keat	Executive Director
Tan Song Chai	Director of RGTSB ^{*1} and major shareholder of RGT
Hor Lim Chee ^{*2}	Director of RGTSB ^{*1} and major shareholder of RGT
See Han Liong	Director of TVISB ^{*1} and major shareholder of RGT
<u>Directors</u>	
Dato' Ir. Low Keng Kok	Independent Non-Executive Chairman
Lee Soo Ching ^{*3}	Executive Director
Dato' Lim Yong Jin	Independent Non-Executive Director
Tan Peng Lam	Independent Non-Executive Director

Name	Designation
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Persons connected

Tan Ann Chee ^{*4}	Purchasing Manager of RGTSB
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Notes:-

^{*1} As at the LPD, RGTSB and TVISB are wholly-owned subsidiaries of RGT

^{*2} Hor Lim Chee is a major shareholder of RGT and a person connected to a director, by virtue of her being the mother of Lee Soo Ching, who is an Executive Director of the Company

^{*3} Lee Soo Ching is an Executive Director of RGT and a person connected to a major shareholder of RGT, by virtue of her being the daughter of Hor Lim Chee, who is a major shareholder of the Company and a director of RGTSB

^{*4} Tan Ann Chee is a person connected to a major shareholder of RGT, by virtue of her being the daughter of Tan Song Chai, who is a major shareholder of the Company and a director of RGTSB

2.9 Listing and quotation for the new RGT Shares to be issued arising from the exercise of ESOS Options

Bursa Securities had vide its letter dated 6 October 2026, approved the listing of and quotation for such number of new RGT Shares, representing up to 15% of the total number of issued shares in the Company (excluding treasury shares, if any), which may be issued pursuant to the Proposed ESOS on the Main Market of Bursa Securities.

2.10 Alteration of capital

In the event of any alteration in the capital structure of RGT prior to the last day of the duration of the Proposed ESOS, whether by way of a rights issue, bonus issue, or other capitalisation issue, consolidation or subdivision of RGT Shares or reduction of capital or any other variation of capital or capital distribution, the Company may in its discretion in good faith cause such adjustment to be made to the number of RGT Shares which shall be exercisable under the ESOS Option(s) or the exercise price.

3. UTILISATION OF PROCEEDS

The actual amount of proceeds to be raised from the Proposed ESOS will depend on the number of ESOS Options granted and exercised at the relevant point of time and the exercise price payable upon the exercise of the ESOS Options, respectively.

The proceeds arising from the exercise of the ESOS Options, as and when received, will be utilised for the working capital requirements of the Group, which may include, amongst others, renovation and/ or construction works for the Group's facilities, the purchase of machinery and equipment, and other general expenses. The proceeds are expected to be utilised within 12 months from the receipt of such proceeds throughout the tenure of the Proposed ESOS. However, the proceeds to be utilised for each component of working capital requirements are subject to the operating and funding requirements of the Group at the point of utilisation and therefore cannot be determined at this juncture.

Pending utilisation of proceeds raised as and when the ESOS Options are exercised, the proceeds will be placed in deposits with licensed financial institutions or short-term money market instruments. The interests derived from the deposits with financial institutions or any gains arising from the short-term money market instruments will be used to fund the Group's working capital requirement.

4. OTHER FUND RAISING EXERCISES IN THE PAST 12 MONTHS

On 13 February 2025, the Company announced that it intended to undertake a proposed Special Issue of up to 59,110,000 Special Issue Shares to Bumiputera investors, to be identified and/ or approved by the MITI at an issue price to be determined later.

On 15 May 2025, the shareholders of RGT, at an EGM of the Company, approved the Special Issue. Subsequently, on 25 August 2025, the Board had resolved to fix the issue price for the Special Issue at RM0.258 per Special Issue Share. On 17 September 2025, 319,500 Special Issue Shares issued pursuant to the Special Issue were listed and quoted on the Main Market of Bursa Securities. The Company had raised gross proceeds of RM82,431 pursuant to the Special Issue, which have been fully utilised to defray expenses for the Special Issue as at the LPD.

The Securities Commission Malaysia had vide its letter dated 15 October 2025, informed that RGT is deemed to have complied with the Bumiputera equity requirement. Based on the foregoing, the Special Issue is deemed completed.

Save as disclosed above, the Company has not undertaken any fund raising exercises in the 12 months prior to 26 August 2026, being the date of the announcement of the Proposed ESOS.

5. RATIONALE AND JUSTIFICATIONS FOR THE PROPOSED ESOS

The Proposed ESOS is expected to achieve the following objectives:-

- i. to retain and motivate the Eligible Persons by allowing them to participate in any potential capital gains arising from the possible appreciation in the value of RGT Shares upon exercising the ESOS Options;
- ii. to align the interests of Eligible Persons with those of the shareholders of the Company through the achievement of the Group's objectives and plans;
- iii. to attract prospective employees with relevant skills and experience to the Group by making the compensation packages offered more competitive;
- iv. to foster and reinforce the Eligible Persons' loyalty and sense of belonging to the Group by enabling them to participate directly in the Company's equity, thereby incentivising the Eligible Persons to contribute more actively to the operations and future growth and success of the Group; and
- v. to serve as an additional source of funding for the Company without incurring further finance cost.

The Proposed ESOS is also extended to non-executive Directors of the Group after taking into consideration the following:-

- i. to recognise their contributions towards the Company. Notwithstanding that they are not involved in the day-to-day business operations of the Company, the non-executive Directors have, from time to time, been consulted on corporate governance matters and have provided independent oversight on amongst others, areas such as risk management, financial reporting and audit functions, remuneration matters, internal control, and the strategic direction of the Group;
- ii. to promote active participation, albeit in the capacities of the non-executive Directors, in the evaluation of the Group's strategic initiatives and to motivate the non-executive Directors in promoting the interests of the Group by enabling them to participate in the success and long-term growth of the Group;

- iii. to enable the Group to retain flexibility in facilitating its remuneration package, which allows the Group to provide an incentive in the form of shares as an alternative to paying fees in cash, which may in turn preserve the internal cash flows for the Group's existing business and/ or other working capital requirements;
- iv. to attract and retain qualified and experienced personnel from different professional backgrounds to join the Company as non-executive Directors; and
- v. the Board is of the view that the participation of the non-executive and/ or independent Directors in the Proposed ESOS is not expected to compromise their independence in discharging their duties to the Company. The non-executive and/ or independent Directors will continue to be subject to the applicable requirements relating to directors' independence under the Listing Requirements and the Malaysian Code on Corporate Governance.

In addition, as set out in **Section 2.7** of this Circular, RGT Shares obtained by an eligible Director who is a non-executive Director of RGT and/ or any of its subsidiaries (excluding dormant subsidiaries) through the exercise of the ESOS Options will be subject to a retention period of 1 year from the Offer Date, during which such Director shall not sell, transfer or assign such RGT Shares.

6. EFFECTS OF THE PROPOSED ESOS

6.1 Issued share capital

The Proposed ESOS will not have an immediate effect on the issued share capital of RGT until such time when new RGT Shares are issued pursuant to the exercise of the ESOS Options. The issued share capital of RGT will increase progressively depending on the number of new RGT Shares that are issued pursuant to the exercise of the ESOS Options.

For illustrative purposes, the pro forma effects of the Proposed ESOS on the issued share capital of the Company are set out below:-

	Minimum Scenario		Maximum Scenario	
	No. of Shares	RM'000	No. of Shares	RM'000
Issued share capital as at the LPD	352,815,216	248,691	352,815,216	248,691
Treasury shares adjustment	(10,455,433)	(6,518)	-	-
Assuming full conversion of outstanding Warrants	-	-	69,229,718	60,922 ^{*1}
	342,359,783	242,173	422,044,934	309,613
Shares to be issued pursuant to the Proposed ESOS	51,353,967	18,796 ^{*2}	63,306,740	23,170 ^{*2}
Enlarged issued share capital	393,713,750	260,969	485,351,674	332,783

Notes:-

^{*1} For illustrative purposes, assuming the full conversion of 69,229,718 outstanding Warrants with an exercise price of RM0.88 per Warrant

^{*2} For illustrative purposes, the indicative exercise price is calculated based on RM0.3660 per ESOS Option, representing approximately 9.94% discount to the 5-day VWAP of RGT Shares up to and including the LPD of RM0.4064 per RGT Share

6.2 NA per Share and gearing

The Proposed ESOS is not expected to have an immediate effect on the NA per Share and gearing level of the Group until such time when the ESOS Options are exercised. The effects on the NA per Share and gearing level of the Group would depend on factors such as the number of ESOS Options granted and the fair value of the ESOS Options after taking into account, amongst others, the exercise price of the ESOS Options as well as any vesting conditions.

Whilst the granting of ESOS Options under the Proposed ESOS is expected to result in recognition of a charge in the statement of comprehensive income of the Group pursuant to the MFRS 2 – Share-based Payment as issued by the Malaysian Accounting Standards Board, the recognition of such MFRS 2 charge would not affect the Group's NA as the corresponding amount will be classified as an equity compensation reserve which forms part of the shareholders' equity.

Upon vesting and/ or exercise of the ESOS Options pursuant to the Proposed ESOS, the NA per Share of the Group is expected to:-

- i. increase if the exercise price of the ESOS Options is higher than the NA per Share of the Group; or
- ii. decrease if the exercise price of the ESOS Options is lower than the NA per Share of the Group,

at such point of exercise.

6.3 Earnings and EPS

Save for the estimated expenses of approximately RM0.18 million in relation to the Proposed ESOS, which will be funded through the Group's internally generated funds, the Proposed ESOS is not expected to have any material effect on the earnings of the Group for the financial year ending 30 June 2027, save for the possible impact of the MFRS 2 upon granting of the ESOS Options. However, any potential effect on the earnings and EPS of the Group in the future would depend on the impact of MFRS 2, the number and exercise price of the ESOS Options exercised as well as the utilisation of the proceeds arising therefrom.

Under the MFRS 2, the potential cost arising from the issuance of the ESOS Options, which is measured by the fair value of the ESOS Options after taking into account, amongst others, the number of ESOS Options granted and vested and the exercise price, will need to be measured at the grant date and to be recognised as an expense over the vesting period, and therefore may affect the future earnings of the Group, the quantum of which can only be determined at the grant date.

However, the estimated cost does not represent a cash outflow by RGT as it is merely an accounting treatment.

The fair value of the ESOS Options will be determined after taking into consideration, amongst others, the historical volatility of RGT Shares, the risk-free rate, the exercise price of the ESOS Options and time to maturity of the ESOS Options from the vesting date of the ESOS Options. Nevertheless, we have taken note of the potential impact of MFRS 2 on the Group's future earnings and shall take into consideration such impact in the allocation and granting of ESOS Options to the Eligible Persons.

Notwithstanding the above, the EPS of the Group may be diluted depending on the number of new RGT Shares to be issued and/ or transferred via treasury shares (if any) pursuant to the exercise of ESOS Options. The effects of any exercise of ESOS Options on the EPS of the Group would also depend on the returns to be generated by the Group from the utilisation of proceeds from the exercise of ESOS Options.

6.4 Convertible securities

Save for the outstanding Warrants, the Company does not have any outstanding convertible securities as at the LPD. For the avoidance of doubt, the Proposed ESOS is not expected to have any material effect on the outstanding Warrants of the Company.

6.5 Substantial shareholding structure

The Proposed ESOS will not have an immediate effect on the substantial shareholding structure of RGT until such time when new RGT Shares are issued pursuant to the exercise of the ESOS Options. The effects on the shareholdings of the Company's substantial shareholders will depend on the number of new RGT Shares to be issued upon the exercise of the ESOS Options.

7. HISTORICAL SHARE PRICES

The monthly highest and lowest market prices of RGT Shares as traded on Bursa Securities for the past 12 months from October 2025 to September 2026 are set out below:-

	High RM	Low RM
2025		
October	0.270	0.235
November	0.265	0.225
December	0.250	0.225
2026		
January	0.240	0.220
February	0.225	0.195
March	0.220	0.180
April	0.190	0.160
May	0.215	0.175
June	0.210	0.180
July	0.245	0.190
August	0.280	0.205
September	0.435	0.270
Last transacted market price of RGT Shares as at 25 August 2026 (being the last trading day prior to the announcement of the Proposed ESOS)		0.260
Last transacted market price of RGT Shares as at the LPD		0.420

(Source: Bloomberg)

8. APPROVALS REQUIRED/ OBTAINED

The Proposed ESOS is subject to the following approvals being obtained:-

- i. Bursa Securities for the listing of and quotation for such number of new RGT Shares, representing up to 15% of RGT's total number of issued shares (excluding treasury shares, if any), which may be issued pursuant to the Proposed ESOS on the Main Market of Bursa Securities, the approval of which has been obtained vide Bursa Securities' letter dated 6 October 2026 subject to the following conditions:-

No.	Condition(s)	Status of compliance
1.	RGT and UOBKH must fully comply with the relevant provisions under the Listing Requirements pertaining to the implementation of the Proposed ESOS;	To be complied

No.	Condition(s)	Status of compliance
2.	UOBKH is required to submit a confirmation to Bursa Securities of full compliance of the Proposed ESOS 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 a general meeting approving the Proposed ESOS; and	To be complied
3.	RGT to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed ESOS as at the end of each quarter together with a detailed computation of listing fees payable.	To be complied
ii.	the shareholders of RGT at an EGM of the Company to be convened for the Proposed ESOS; and	
iii.	any other relevant authority and/ or party, if required.	

The Proposed ESOS is not conditional upon any other proposal undertaken or to be undertaken by the Company

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

All Directors and the chief executive are eligible to participate in the Proposed ESOS and are therefore deemed interested to the extent of their respective proposed allocation and the proposed allocations to persons connected to them under the Proposed ESOS. Notwithstanding that, all Directors have deliberated on the Proposed ESOS, and have agreed to present the Proposed ESOS to shareholders for their consideration and approval.

All Directors and the chief executive have and will continue to abstain from all Board deliberations and voting in respect of their respective proposed allocation, and the proposed allocations to persons connected to them under the Proposed ESOS, at the relevant Board meetings. The Directors who are deemed persons connected to Eligible Person under the Proposed ESOS, have and will continue to abstain from all Board deliberations and voting in respect of the proposed allocations to persons connected to them under the Proposed ESOS, at the relevant Board meetings.

All Directors and the chief executive will abstain from voting in respect of their direct and/ or indirect shareholdings, at a general meeting of the Company to be convened in respect of the resolutions to be tabled for the Proposed ESOS and their respective proposed allocation as well as the proposed allocations to the persons connected to them, under the Proposed ESOS.

All Directors and the chief executive have undertaken that they will ensure that persons connected to them, will abstain from voting in respect of their direct and/ or indirect shareholdings, on the resolutions pertaining to the Proposed ESOS and their respective proposed allocations, and the proposed allocations to the persons connected to them, under the Proposed ESOS, to be tabled at a general meeting of the Company to be convened.

The major shareholders (who are also the Directors) will abstain from voting in respect of their direct and/ or indirect shareholdings, at a general meeting of the Company to be convened in respect of the resolutions to be tabled for the Proposed ESOS and their respective proposed allocation as well as the proposed allocations to the person connected to them, under the Proposed ESOS. The major shareholders have undertaken that they will ensure that persons connected to them, will abstain from voting in respect of their direct and/ or indirect shareholdings, on the resolutions pertaining to the Proposed ESOS and their respective proposed allocations, and the proposed allocations to the persons connected to them, under the Proposed ESOS, to be tabled at a general meeting of the Company to be convened.

The direct and indirect shareholdings of the Directors, major shareholders, chief executive and person connected to them as at the LPD are as follows:-

	<-----Direct----->		<-----Indirect----->	
	No. of Shares	% ^{*1}	No. of Shares	% ^{*1}
<u>Director, major shareholder, and chief executive</u>				
Datuk Lim Seat Hoe	8,830,300	2.58	93,431,500 ^{*2}	27.29
<u>Directors and major shareholder</u>				
Ng Choon Keat	14,233,333	4.16	96,806,500 ^{*3}	28.28
Tan Song Chai	11,384,933	3.33	99,639,833 ^{*4}	29.10
Hor Lim Chee ^{*5}	22,666,666	6.62	102,058,166 ^{*6}	29.81
See Han Liong	1,855,310	0.54	37,792,950 ^{*7}	11.04
<u>Directors</u>				
Dato' Ir. Low Keng Kok	666,666	0.19	-	-
Lee Soo Ching ^{*8}	1,216,666	0.36	-	-
Dato' Lim Yong Jin	766,666	0.22	-	-
Tan Peng Lam	-	-	-	-
<u>Persons connected</u>				
Tan Ann Chee ^{*9}	2,833,333	0.83	-	-

Notes:-

[^] Negligible

^{*1} Based on the issued shares of 342,359,783 as at the LPD (excluding 10,455,433 treasury shares)

^{*2} Deemed interested under Section 8(4) of the Act by virtue of his shareholding in RGT Equity Holdings Sdn Bhd

^{*3} Deemed interested under Section 8(4) of the Act by virtue of his shareholding in Vertical Portal Sdn Bhd and RGT Equity Holdings Sdn Bhd

^{*4} Deemed interested under Section 8(4) of the Act by virtue of his shareholdings in Vertical Portal Sdn Bhd and RGT Equity Holdings Sdn Bhd, and under Section 59(11)(c) of the Act pursuant to the interest of his child

^{*5} Hor Lim Chee is a major shareholder of RGT and a person connected to a director, by virtue of her being the mother of Lee Soo Ching, who is an Executive Director of the Company

^{*6} Deemed interested under Section 8(4) of the Act by virtue of her shareholdings in Vertical Portal Sdn Bhd, RGT Equity Holdings Sdn Bhd, and under Section 59(11)(c) of the Act pursuant to the interest of her children

^{*7} Deemed interested pursuant to Section 8(4) of the Act by virtue of his shareholding in Pahangply Holdings Berhad, See Seng Lai & Sons Realty Sdn Bhd, Prime Forest Products (M) Sdn Bhd, NGE Leasing & Credit Sdn Berhad, Nanyang General Enterprises Sdn Bhd, Nanyang Timber Industry Sdn Berhad and Far East Navigation (Malaysia) Sdn Berhad, and under Section 59(11)(c) of the Act pursuant to the interest of his father

^{*8} Lee Soo Ching is an Executive Director of RGT and a person connected to a major shareholder of RGT, by virtue of her being the daughter of Hor Lim Chee, who is a major shareholder of the Company and a director of RGTSB

^{*9} Tan Ann Chee is a person connected to a major shareholder of RGT, by virtue of her being the daughter of Tan Song Chai, who is a major shareholder of the Company and a director of RGTSB

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

10. ESTIMATED TIMEFRAME FOR COMPLETION AND TENTATIVE TIMETABLE FOR IMPLEMENTATION

Barring any unforeseen circumstances and subject to all relevant approvals being obtained, the Proposed ESOS is expected to be completed by the fourth quarter of 2026.

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

Date	Events
18 November 2026	• Convening of EGM to obtain the approval of shareholders of RGT
End November 2026	• Effective date for the implementation of the Proposed ESOS

11. DIRECTORS' STATEMENT AND RECOMMENDATION

In view that all Directors are eligible to participate in the Proposed ESOS, the Directors have abstained and will continue to abstain from forming any opinion on, and making any recommendations on the resolutions pertaining to the Proposed ESOS and their respective allocations as well as allocations to persons connected to them, if any, under the Proposed ESOS. Where the resolutions are not related to their respective allocations or to the persons connected to them, if any, the Directors, after having considered all aspects of the Proposed ESOS, are of the opinion that the Proposed ESOS is in the best interests of the Group.

12. EGM

The EGM, the notice of which is enclosed in this Circular, will be held at Pangkor Room, Level 3, Hotel Jen Penang, Jalan Magazine, 10300 George Town, Pulau Pinang, Malaysia on Wednesday, 18 November 2026 at 11.30 am or immediately after the conclusion or adjournment (as the case may be) of the Forty-Fifth Annual General Meeting of the Company which will be held at the same venue on the same day at 10.00 am, whichever is later, or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modification, the resolutions to give effect to the Proposed ESOS.

A member entitled to attend, speak and vote (collectively "**participate**") at the EGM is entitled to appoint a proxy or proxies to participate on his/ her behalf. The Proxy Form shall be deposited/submitted via the following ways not less than forty-eight (48) hours before the time set for holding the EGM or any adjournment thereof:

i. By hardcopy form

The Proxy Form must be deposited at Share Registrar's office at Boardroom Share Registrars Sdn Bhd, 11th Floor, Menara Symphony, No. 5, Jalan Professor Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia.

ii. By electronic form

The Proxy Form can be electronically submitted through facsimile at +603-7890 4670 or emailed to bsr.proxy@boardroomlimited.com.

The lodging of the Proxy Form will not preclude you from attending and voting at the meeting if you subsequently wish to do so.

13. 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
RGT BERHAD

DATO' IR. LOW KENG KOK
Independent Non-Executive Chairman

**RGT BERHAD
EMPLOYEES' SHARE OPTION SCHEME**

1. DEFINITIONS AND INTERPRETATIONS

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

"Act"	: Companies Act 2016
"Audit Committee"	: An audit committee of the Company
"Auditor"	: Any person who is eligible to act as an external auditor of a company under the applicable rules, regulations and guidelines in Malaysia, as issued by the relevant governing authority in Malaysia and who has been appointed by the Company to act as its external auditor
"Board"	: Board of Directors of the Company
"Bursa Depository"	: Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W))
"Bursa Depository Rules"	: Rules of the Bursa Depository as issued pursuant to the SICDA
"Bursa Securities"	: Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W))
"By-Laws"	: The rules, terms and conditions governing the Scheme (as may be modified, varied and/or amended from time to time)
"CDS"	: Central Depository System governed under SICDA
"CDS Account"	: The account established by Bursa Depository for a depositor for the recording of deposit and withdrawal of securities and for dealing in such securities by the depositor
"Company" or "RGTBHD"	: RGT Berhad (Registration No. 198101004909 (71024-T))
"Constitution"	: The constitution of the Company, as amended from time to time
"Date of Acceptance"	: The date on which the ESOS Committee receives the written notice from an Eligible Person accepting an Offer
"Date of Expiry"	: Last day of the duration of the Scheme or last day of any extended period in the manner provided as defined in By-Law 18.3
"Date of Offer"	: The date on which an Offer (including any subsequent Offers) is made to the Eligible Person by the ESOS Committee to participate in the Scheme

APPENDIX I – DRAFT BY-LAWS (CONT'D)

"Director"	: A natural person who holds a directorship in any company in the Group, whether in an executive or non-executive capacity and/or independent or non-independent Director of the Group but excluding alternate and/or similar substitute directors within the meaning of Section 2(1) of the Capital Markets and Services Act 2007
"Effective Date"	: The date on which the Scheme comes into force as provided in By-Law 18
"Eligible Person"	: An employee or Director of the Group who meets the criteria of eligibility for participation in the Scheme as stipulated under By-Law 3
"ESOS" or "Scheme"	: The RGTBHD employees' share option scheme for the benefit of the Eligible Persons to subscribe for new Shares upon the terms as set out in the By-Laws, such Scheme to be known as the "RGT Berhad Employees' Share Option Scheme"
"ESOS Committee"	: The committee appointed and authorised from time to time by the Board, with the responsibility of, amongst others, implementing, allocating and administering the Scheme pursuant to By-Law 15.1
"ESOS Period"	: The duration of the Scheme as set out in By-Law 18.3
"Grantee"	: Any Eligible Person who has accepted an Offer in the manner provided in By-Law 6.1
"Group"	: The Company and its Subsidiaries, which are not dormant and shall include subsidiaries which are existing as at the Effective Date and subsidiaries incorporated or acquired at any time during the ESOS Period unless determined by the Board and/or the ESOS Committee, in its absolute discretion, that any such subsidiary of the Company shall not fall within this expression. For the avoidance of doubt, associated companies, joint-venture companies and subsidiaries which have been divested in the manner provided in By-Law 21 shall not fall within this expression
"Listing Requirements"	: The Main Market Listing Requirements of Bursa Securities including all amendments thereto and any Practice Notes issued in relation thereto (where applicable)
"Market Day"	: A day on which Bursa Securities is open for trading in securities
"Maximum Allowable Allotment"	: The maximum number of Options that can be offered to an Eligible Person in accordance with the provisions of By-Law 4
"Offer"	: A written offer made by the ESOS Committee to an Eligible Person to participate in the Scheme in the manner indicated under By-Law 5

APPENDIX I – DRAFT BY-LAWS (CONT'D)

"Option"	: The right of a Grantee to subscribe for Shares at the Option Price pursuant to the acceptance of an Offer by an Eligible Person in the manner indicated under By-Law 6
"Option Certificate"	: The certificate issued by the ESOS Committee confirming the grant of the Option to an Eligible Person, the Option Price together with the number of Shares comprised in the Option, and where applicable, the Option Period and any vesting conditions as specified in the Offer Letter (as stipulated in By-Law 5.6)
"Option Period"	: The period commenced from the Date of Acceptance and expiring on the Date of Expiry or such other date as stipulated by the ESOS Committee in the Offer or upon the date of the termination of the Scheme as provided in By-Law 22, whichever is the earlier
"Option Price"	: The exercise price at which a Grantee shall be entitled to subscribe for each Share from the Company upon the exercise of the Options, as initially determined and as may be adjusted pursuant thereto in accordance with the provisions of By-Law 7
"Person(s) Connected"	: Person(s) connected as defined in Paragraph 1.01 of the Listing Requirements
"Recognised Principal Adviser"	: A recognised principal adviser under the SC's Licensing Handbook.
"RM" and "sen"	: Ringgit Malaysia and sen respectively, the lawful currency of Malaysia
"SC"	: The Securities Commission Malaysia established under section 3 of the Securities Commission Malaysia Act 1993
"Senior Management"	: Such employees as the ESOS Committee may determine to be senior management, subject to any criteria as may be determined at the discretion of the ESOS Committee from time to time
"Share(s)" or "RGTBHD Share(s)"	: Ordinary share(s) in the Company
"SICDA"	: Securities Industry (Central Depositories) Act 1991
"Subsidiary(ies)"	: Has the meaning ascribed to it in Section 4 of the Act
"Unexercised Options"	: Options and any part thereof which have not been fully exercised at the relevant time and in respect of which the Option Period has not expired

APPENDIX I – DRAFT BY-LAWS (CONT'D)

1.2 In the By-Laws:-

- (a) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and Listing Requirements and any policies and/or guidelines of the relevant authorities (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies and/or guidelines are addressed to by Bursa Securities and/or the relevant authorities);
- (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 the By-Laws so far as such modification or re-enactment applies or is capable of applying to any Options offered and accepted within the ESOS Period and shall also include any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- (c) words importing the singular meaning, where the context so admits, include the plural meaning and vice versa;
- (d) words importing the masculine gender include the feminine genders and all such words shall be construed interchangeably in that manner;
- (e) any liberty or power which may be exercised or any determination which may be made hereunder by the ESOS Committee may be exercised in the ESOS Committee's absolute discretion and the ESOS Committee shall not be under any obligation to give any reasons thereof, except as may be required by the relevant authorities;
- (f) the headings in the By-Laws are inserted for convenience only and shall not be taken into account in the interpretation of the By-Laws; and
- (g) if an event is to occur on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day PROVIDED ALWAYS if such date shall fall beyond the duration of the ESOS, then the stipulated day shall be taken to be the preceding Market Day.
- (h) a "Day" or "Month" means a calendar day or a calendar month.
- (i) in the event of any change in the name of the Company from its present name, all references to "RGT Berhad" in these By-Laws and all other documents pertaining to the Scheme shall be deemed to be references to the Company's new name.

2. MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE SCHEME

- 2.1 The maximum number of Shares which may be made available under the Scheme shall not in aggregate exceed fifteen percent (15%) of the total number of issued shares of the Company (excluding treasury shares, if any) at any point of time during the ESOS Period as provided in By-Law 18.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

2.2 Notwithstanding By-Law 2.1 or any other provision herein contained, in the event the maximum number of Shares that may be made available under the Scheme exceeds the aggregate of fifteen percent (15%) of the total number of issued shares of the Company (excluding treasury shares, if any) as a result of the Company purchasing, cancelling and/or reducing its own shares in accordance with Sections 115 or 127 of the Act or undertaking any other corporate proposal and thereby diminishing its issued shares, then such Options granted prior to the adjustment of the issued shares of the Company (excluding treasury shares, if any) shall remain valid and exercisable in accordance with the provisions of the By-Laws. For the avoidance of doubt, no further Offers shall be made until the total number of Shares under the subsisting Options falls below fifteen percent (15%) of the total number of issued shares (excluding treasury shares, if any) of the Company.

2.3 Each Option shall be exercisable into one (1) Share, in accordance with the provision of the By-Laws.

3. ELIGIBILITY

3.1 Subject to the discretion of the ESOS Committee, only Eligible Persons who fulfil the following conditions as at the Date of Offer shall be eligible to participate in the Scheme, such employee:-

- (a) is at least eighteen (18) years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - (b) is employed on a full-time basis or on a contractual basis under a renewable or fixed-term employment contract, and is on the payroll of the Group;
 - (c) is not serving a notice of resignation nor have received a notice of termination;
- fulfils any other criteria and/or falls within such category as may be determined by the ESOS Committee may from time to time at its absolute discretion.

3.2 Any Director of the Group shall be eligible to participate in the Scheme and qualify for selection by the ESOS Committee if, as at the Date of Offer, such Director:-

- (a) is at least (18) years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
- (b) has been appointed as a Director of the Company or a company in the Group for such period as may be determined by the ESOS Committee prior to and up to the Offer Date and has not served a notice to resign nor received a notice of termination; and/or
- (c) fulfils any other criteria and/ or falls within such category as may be determined by the ESOS Committee from time to time at its absolute discretion

The Directors, major shareholders or the chief executive of the Company (as defined under the Listing Requirements) or its holding company (if any) or Persons Connected with them shall not be eligible to participate in the Scheme unless their specific allocations of Options under the Scheme have been approved by the shareholders of the Company in a general meeting and they shall not participate in the deliberation or discussion of their own allocation.

3.3 In determining the eligibility of an Eligible Person to participate in the Scheme, the ESOS Committee may take into account amongst other factors, performance targets, employment grade/category and/or length of service to the relevant corporation within the Group (excluding dormant subsidiaries, if any), and/or such other factors that the ESOS Committee may in its sole and absolute discretion deem fit.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- 3.4 The ESOS Committee may, in its absolute discretion, change or waive any of the conditions of eligibility as set out in the By-Laws 3.1 and 3.2. The selection of any Eligible Person for participation in the Scheme and number of Options to be offered to an Eligible Persons under the Scheme shall be made by the ESOS Committee at its sole and absolute discretion and the decision of the ESOS Committee shall be final and binding.
- 3.5 Subject to By-Laws 3.1 and 3.2, the ESOS Committee may as stipulated in the Offer or may from time to time and at its own discretion decide on the performance targets to be achieved by the Grantee before the Options can be vested and exercised into Shares.
- 3.6 Eligibility under the Scheme does not confer an Eligible Person a claim or right to participate in or any rights whatsoever under the Scheme and an Eligible Person does not acquire or has any rights over or in connection with the Options or the Shares comprised therein unless an Offer has been made in writing by the ESOS Committee to the Eligible Person under By-Law 5 and the Eligible Person has accepted the Offer in accordance with the terms of the Offer and the By-Laws.

4. BASIS OF ALLOCATION AND MAXIMUM ALLOWABLE ALLOTMENT

- 4.1 Subject to By-Law 2 and any adjustments which may be made under By-Law 14, the aggregate number of Options that may be offered to an Eligible Person shall be at the absolute discretion of the ESOS Committee after taking into consideration, amongst others, fulfilment of eligibility criteria as referred in By-Law 3 and such other factors that the ESOS Committee may deem fit, and subject to the following conditions:-
- (a) the total number of Shares made available under the Scheme shall not exceed the amount stipulated in By-Law 2.1;
 - (b) at any one time when an Offer is made, not more than ten percent (10%) of the total number of Shares to be issued under the Scheme shall be allocated to any Eligible Person who, either singly or collectively through Persons Connected with the Eligible Person, holds twenty percent (20%) or more of the total number of issued shares of the Company (excluding treasury shares, if any),
 - (c) at any one time during the ESOS Period, not more than seventy percent (70%) of the total number of Shares to be issued under the Scheme could be allocated, in aggregate to the Directors and Senior Management of the Group who are Eligible Persons, on the basis that they are crucial to the performance of the Group as determined by the ESOS Committee at their sole and absolute discretion; and
 - (d) the Directors and Senior Management of the Group shall not participate in the deliberation or discussion of their respective allocations of Options as well as to Person Connected with them, if any;
- provided always that it is in accordance with the Listing Requirements or any prevailing guidelines issued by Bursa Securities or any other relevant authorities, as amended from time to time.
- 4.2 At the time the Offer is made in accordance with By-Law 5, the ESOS Committee shall determine the Maximum Allowable Allotment in relation to each class or grade of the Eligible Persons and the aggregate maximum number of Options that can be offered to Eligible Persons under the Scheme from time to time, and the decision of the ESOS Committee shall be final and binding.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- 4.3 An Eligible Person who holds more than one (1) position within the Group, and by holding such positions, the Eligible Person is in more than one (1) category, shall only be entitled to the Maximum Allowable Allotment of any one of those categories. The ESOS Committee shall be entitled at its discretion to determine the applicable category.
- 4.4 In the event that an Eligible Person is promoted, the Maximum Allowable Allotment applicable to such Eligible Person shall be the Maximum Allowable Allotment corresponding to the new category of employee of which he then is a party, subject always to By-Law 4.1 and also the maximum number of Shares available under the Scheme as stipulated under By-Law 2.1.
- 4.5 In the event that an Eligible Person is demoted, the Maximum Allowable Allotment applicable to such Eligible Person shall be the Maximum Allowable Allotment corresponding to the new category of employee of which he then is a party, subject always to By-Law 4.1 and also the maximum number of Shares available under the Scheme as stipulated under By-Law 2.1. However, if such Eligible Person is already granted options exceeding the Maximum Allowable Allotment corresponding to the category of employee of which he then is a party, no further Options may be granted to such Eligible Person.
- 4.6 The ESOS Committee may at its sole and absolute discretion decide whether the granting of the Options to the Eligible Person will be based on staggered granting over the ESOS Period or in one (1) single grant, and/or whether the Options are subject to any vesting period and if so to determine the vesting conditions including on whether such vesting are subject to performance target, of which such determination will be carried out at a later date after the establishment of the Scheme and the formation of the ESOS Committee.
- 4.7 The allocation of Options pursuant to ESOS shall be verified by the Audit Committee of the Company, 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.

5. OFFER OF OPTIONS

- 5.1 (a) The ESOS Committee shall, within the ESOS Period as specified in By-Law 18, make Offers to any Eligible Person (based on the eligibility criteria as set out in By-Law 3) whom the ESOS Committee may in its absolute discretion select to subscribe for Shares at the Option Price under the Scheme. Further Offers of Options may be made to those who become eligible to participate under the Scheme.
- (b) Notwithstanding subsection (a) above, where it involves a grant of Option to Eligible Persons who are members of the ESOS Committee, such grant of Options shall be decided by the Board subject to By-Law 4.1(d).
- 5.2 The actual number of Shares arising from the exercise of the Options which may be offered to an Eligible Person shall be at the discretion of the ESOS Committee and, subject to any adjustment that may be made under By-Law 14, shall be in multiples of and not less than one hundred (100) Shares or such amount constituting one (1) board lot as permitted by Bursa Securities to be traded on Bursa Securities but subject to the Maximum Allowable Allotment as set out in By-Law 4.
- 5.3 In implementing the Scheme, the ESOS Committee may at its absolute discretion decide that the Options be satisfied by the following methods:-
- (a) allotment and issuance of new Shares;
- (b) transfer of the Company's treasury shares (if any);

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- (c) any other methods as may be permitted by the Act, Listing Requirements or any other applicable laws and regulations, as amended from time to time and any re-enactment thereof; or
 - (d) a combination of any of the above
- 5.4 Subject to By-Law 4, nothing herein shall prevent the ESOS Committee from making more than one (1) Offer to an Eligible Person after the first Offer made at any one time provided always that the total aggregate number of Options to be offered to the Eligible Persons (inclusive of Options already offered under previous Offers, if any) shall not exceed the Maximum Allowable Allotment of such Eligible Person.
- 5.5 Subject to By-Law 9, any Offer made by the ESOS Committee shall be in writing and such Offer is personal to the Eligible Person to whom the Offer is made, and is non-assignable, non-transferable, non-chargeable and non-disposable in any manner whatsoever.
- 5.6 The ESOS Committee shall in its letter of offer ("**Offer Letter**") to an Eligible Person set out the following information, including:-
 - (a) the number of Options that are being offered to the Eligible Person;
 - (b) the number of Shares that the Eligible Person shall be entitled to subscribe for upon the exercise of the Options being offered;
 - (c) the Date of Offer;
 - (d) the Option Price;
 - (e) the Option Period;
 - (f) the closing date for acceptance of the Offer;
 - (g) the manner and conditions of exercise of the Options;
 - (h) any vesting conditions or retention period as may be stipulated by the ESOS Committee, if any; and
 - (i) any other information deemed necessary by the ESOS Committee.
- 5.7 The Company shall keep and maintain a register of Grantees at its expense and shall enter in that register:-
 - (a) the names of Grantees;
 - (b) the addresses of Grantees;
 - (c) the Maximum Allowable Allotment;
 - (d) the number of Options offered;
 - (e) the number of Options accepted;
 - (f) the number of Options exercised;
 - (g) the Date of Offer and Date of Acceptance;
 - (h) the Option Price; and
 - (i) any other information deemed necessary by the ESOS Committee.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- 5.8 Subject to By-Law 15, in the event the Offer Letter contains an error on the part of the Company in stating any of the particulars referred to in By-Law 5.6 above, the Company shall issue a revised Offer Letter, stating the correct particulars of the Offer within forty five (45) days of discovering such error and the revised particulars of the Offer shall take effect on the date of the revised Offer Letter or supplemental Offer Letter except for Options which have already been exercised as at the date of the revised Offer Letter.
- 5.9 The Company shall, on the date of the Offer, announce the following to Bursa Securities upon Options offered under the Scheme:-
- (a) date of offer;
 - (b) subscription price of options offered;
 - (c) number of options offered;
 - (d) market price of its securities on the date of the offer;
 - (e) number of options offered to each director, if any; and
 - (f) vesting period of the options offered.

6. ACCEPTANCE OF THE OFFER

- 6.1 An Offer made by the ESOS Committee to an Eligible Person under By-Law 5 shall be valid for a period of thirty (30) calendar days from the Date of Offer or such longer period as may be determined by the ESOS Committee on a case-to-case basis at its discretion ("**Offer Period**"), and shall be accepted by the Eligible Person within the Offer Period by giving a written notice to the ESOS Committee in such form as may be prescribed by the ESOS Committee of such acceptance and accompanied by a payment to the Company of a nominal non-refundable cash consideration of Ringgit Malaysia One (RM1.00) only for the acceptance of the Options (regardless of the number of Shares comprised therein). The day of receipt of such written notice shall constitute the Date of Acceptance.
- 6.2 If the Offer is not accepted in the manner prescribed by the ESOS Committee and within the Offer Period, such Offer shall upon the expiry of the Offer Period automatically lapse and shall be null and void and be of no further force and effect. The Options comprised in such Offer may, at the discretion of the ESOS Committee, be re-offered to other Eligible Persons.
- 6.3 Within thirty (30) calendar days after due acceptance of the Offer in accordance with the provisions of the By-Laws, the Company shall issue to the Grantee an Option Certificate in such form as may be determined by the ESOS Committee from time to time confirming the grant of the Option to an Eligible Person, the Option Price together with the number of Shares comprised in the Option, and where applicable, the Option Period and any vesting conditions as specified in the Offer Letter.
- 6.4 Unless otherwise approved in writing by the ESOS Committee in its absolute discretion, in the event of death or cessation of employment of the Eligible Person or the Eligible Person becomes a bankrupt, as the case may be, prior to the acceptance of the Offer by the Eligible Person in the manner set out in By-Law 6, such Offer shall automatically lapse and be null and void and shall not be capable of acceptance. The Options comprised in such Offer may, at the discretion of the ESOS Committee, be re-offered to other Eligible Persons.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

7. OPTION PRICE

- 7.1 Subject to any adjustments in accordance with By-Law 14 and pursuant to the Listing Requirements, the Option Price shall be a price to be determined by the Board upon recommendation of the ESOS Committee based on the five (5)-day volume weighted average price of the Shares immediately preceding the Date of Offer with a discount of not more than ten percent (10%) during the ESOS Period.
- 7.2 The Option Price shall be stipulated in each Option Certificate.
- 7.3 The Option Price as determined by the Board shall be conclusive and binding on the Grantees and shall be subject to any adjustments in accordance with By-Law 14.

8. EXERCISE OF OPTIONS

- 8.1 Subject to By-Laws 9, 10 and 21, an Option granted to a Grantee under the Scheme is exercisable only by that Grantee (in accordance with the terms set out in the Offer Letter) during his lifetime and while the Grantee is in the employment by or appointment in the Group within the Option Period.
- 8.2 Subject to any adjustments in accordance with By-Law 14, the ESOS Committee may, at any time and from time to time before or after an Option is granted pursuant to By-Law 6, limit the exercise of the Options to a maximum number of Shares and/or such percentage of the total number of Shares relevant to the Option during such exercise period(s) (as determined by the ESOS Committee) within the Option Period and impose any other terms and conditions deemed appropriate by the ESOS Committee at its absolute discretion including amending/varying any terms and conditions imposed earlier subject always to the provisions of By-Law 16.

All Options to the extent that they have not been exercised upon the Date of Expiry shall automatically lapse and become null and void and have no further force and effect.

- 8.3 The Grantee shall notify the ESOS Committee in writing in such form as the ESOS Committee may prescribe or approve ("**Notice of Exercise**") of the Grantee's intention to exercise the Option on the period that may be stipulated by the ESOS Committee. The Option may be exercised in respect of such lesser number of Shares as the Grantee may so decide to exercise the Option subject to By-Law 5.2. Such partial exercise of the Option shall not preclude the Grantee from exercising the Option as to the balance thereof at any time in the future but within the Option Period. The option Certificate shall be endorsed by the ESOS Committee stating, among others, the number of Shares which remain capable of being exercised.
- 8.4 In the event the balance of Shares exercisable by a Grantee in accordance with the By-Laws shall be less than 100 Shares, the said balance shall, if exercised, must be exercised in a single tranche.
- 8.5 Every Notice of Exercise shall be accompanied by the relevant Option Certificate and a remittance in Ringgit Malaysia in the form of a banker's draft or cashier's order drawn and payable in Malaysia or any other mode acceptable to the ESOS Committee for the full amount of the subscription monies in relation to the number of Shares in respect of which the written notice is given. The Company shall endeavour to issue and/or transfer such Shares to the Grantee in accordance with the provisions of the Constitution, the SICDA and the Bursa Depository Rules, despatch the notice of allotment to the Grantee within eight (8) Market Days from the receipt by the Company of the aforesaid notice and remittance from the Grantee or such other period as may be prescribed by Bursa Securities.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

8.6 The Grantee who exercises his Option shall provide the ESOS Committee with his CDS Account number in the Notice of Exercise. The Shares to be issued pursuant to the exercise of an Option will be credited directly into the CDS Account of the Grantee and a notice of allotment stating the number of shares credited into the CDS Account will be issued to the Grantee. No physical share certificate will be issued to the Grantee.

8.7 Any failure to comply with the procedures specified by the ESOS Committee or to provide information as required by the Company in the Notice of Exercise or inaccuracy in the CDS Account number provided shall result in the Notice of Exercise being rejected at the discretion of the ESOS Committee. The ESOS Committee shall inform the Grantee of the rejection of the Notice of Exercise within ten (10) Market Days from the date of rejection and the Grantee shall then be deemed not to have exercised his Option.

9. NON-TRANSFERABILITY, TERMINATION OF UNEXERCISED OPTIONS AND SUSPENSION

9.1 Subject to By-Laws 9.2 and 9.3, any Unexercised Option in respect of the Scheme shall forthwith lapse and/or be deemed to be cancelled and/or cease to be exercisable, as the case may be, without any claim against the Company and the ESOS Committee upon the occurrence of any one or more of the following events:-

- (a) termination or cessation of employment of the Grantee with the Group for any reason whatsoever, in which event the Option shall be automatically terminated on the day the Grantee's employer accepts his notice of resignation or the Grantee's employer notifies the Grantee of termination of his employment or on the day the Grantee notifies his employer of his resignation or on the Grantee's last day of employment, whichever is the earlier; or
- (b) bankruptcy of the Grantee, in which event the Option shall be automatically terminated on the date a receiving order is made against the Grantee by a court of competent jurisdiction; or

Upon the termination of the Unexercised Options pursuant to By-Laws 9.1(a) or (b) above, the Grantee shall have no right to compensation or damages or any claim against the Company or ESOS Committee from any loss of any right or benefit or prospective right or benefit under the Scheme which he might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from his ceasing to hold office or employment or from the suspension of his right to exercise his Options or his Options ceasing to be valid.

The Shares in respect of such Unexercised Option may be re-offered to other Eligible Persons at the discretion of the ESOS Committee.

9.2 In the event of the termination or cessation of employment of the Grantee in any of the following circumstances:-

- (a) retirement at or after attaining normal retirement age under the Group's retirement policy; or
- (b) retirement before the normal retirement age with the consent of his employer being a company within the Group; or
- (c) resignation or termination of the employment of the Grantee by reason of ill-health, injury or physical or mental disability; or
- (d) expiration of the employment contract of the Grantee; or

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- (e) retrenchment or redundancy, pursuant to the acceptance by that Grantee of a voluntary separation scheme offered by the Group; or
- (f) transfer to any company outside the Group at the discretion of the Company; or
- (g) any other circumstances as may be determined by the ESOS Committee;

the ESOS Committee shall permit the exercise of any Unexercised Option by the Grantee within thirty (30) days upon occurrence of any one or more of the above events subject to such terms and conditions as may be prescribed notwithstanding that:-

- (i) the Option Period has not commenced; and/or
- (ii) other terms and conditions set out in the Offer have not been fulfilled or satisfied.

Any Unexercised Option shall forthwith lapse and/or be deemed to be cancelled and/ or cease to be exercisable after thirty (30) days upon occurrence of the events above, as the case may be, without any liability to or right to claim against the Company and the ESOS Committee. The Shares in respect of such Option may be re-offered to other Eligible Persons at the discretion of the ESOS Committee.

- 9.3 In the event of death of the Grantee, By-Law 9.2 shall apply with the necessary alteration to the Grantee's legal or personal representatives as if the Grantee's legal or personal representatives were the Grantee.
- 9.4 All Options which the ESOS Committee permits to be exercisable pursuant to the By-Law 9.2 shall automatically lapse and shall become null and void to the extent unexercised by the date prescribed by the ESOS Committee notwithstanding that the Option Period has not commenced or has not expired.
- 9.5 In the event that a Grantee is subject to disciplinary proceedings (whether or not such disciplinary proceedings may give rise to a dismissal or termination of services of such Grantee or are found to have had no basis or justification), the ESOS Committee shall have the right, at its discretion by notice in writing to that effect, to suspend the rights of the Grantee to exercise the Grantee's Option pending the outcome of such disciplinary proceedings. The ESOS Committee may impose such terms and conditions as the ESOS Committee shall deem appropriate at its absolute discretion, on the Grantee's right to exercise the Options having regard to the nature of the charges made or brought against such Grantee, provided always that:-
 - (a) in the event such Grantee shall subsequently be found not guilty of the charge which gave rise to such disciplinary proceedings, the ESOS Committee shall reinstate the rights of such Grantee to exercise the Grantee's Option as if such disciplinary proceeding had not been instituted in the first place; or
 - (b) in the event such Grantee is found guilty of the charge and results in the dismissal or termination of service of such Grantee, the Option shall immediately upon pronouncement of the dismissal or termination of service of such Grantee, automatically lapse without notice and thereafter shall be null and void and be of no further force and effect notwithstanding that such recommendation may be subsequently challenged by the Grantee in any other forum; or
 - (c) in the event such Grantee is found guilty of the charge but no dismissal or termination of service is recommended, the ESOS Committee shall have the right to determine at its absolute discretion whether or not the Grantee may continue to exercise the Grantee's Option and, if so, to impose such terms and conditions as it deems appropriate, for the exercise thereof; or

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- (d) in the event that no decision is made and/or disciplinary proceedings are not concluded prior to the expiry of the Option Period, the Option of such Grantee shall immediately lapse on the expiry of the Option Period without notice;

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

- 9.6 Any Offer which has been made by the ESOS Committee to the Eligible Person but have not been accepted by the Eligible Person in the manner prescribed in By-Law 6 arising from the Grantee's death, cessation or termination of employment with the Group for whatever reason as the case may be, shall become null and void and be of no further force and effect.
- 9.7 The ESOS Committee may, in its absolute discretion, change or waive any of the requirements and/or timing as set out in the By-Law 9.2.

10. TAKE-OVER, DISPOSAL OF ASSETS, SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC.

10.1 In the event:-

- (a) of a takeover offer being made for the Company through a general offer to acquire the whole issued share capital of the Company (or such part thereof not at the time owned by the person making the general offer ("**Offeror**") or any persons acting in concert with the Offeror) and such takeover offer is announced by the Offeror as being unconditional or have become unconditional, a Grantee will be entitled within such period to be determined by the ESOS Committee, to exercise all or any part of his Options and the Directors of the Company shall use their best endeavours to procure that such a general offer be extended to the Shares that may be issued pursuant to the exercise of the Options under this By-Law; or
- (b) of 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 Company that it intends to exercise such right on a specific date ("**Specified Date**"), a Grantee will be entitled to exercise all or any part of his Options from the date of service of the said notice to the Company until the expiry of the Specified Date; or
- (c) the Company disposes of all or substantially all of its assets and the disposal becomes unconditional, a Grantee will be entitled to exercise all or any part of his Options from the unconditional date of the said disposal until the date prescribed by the ESOS Committee within the Option Period;

subject to such terms and conditions (if any) as may be prescribed by the ESOS Committee.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

10.2 In the event of:-

- (a) the court sanctioning a compromise or arrangement between the Company and its members for the purposes of, or in connection with, a scheme of arrangement and reconstruction of the Company or its amalgamation with any other company or companies or a privatisation via selective capital reduction, the ESOS Committee may permit the exercise of any Unexercised Options by the Grantee or Grantee's legal and personal representatives, as the case may be, at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court or a date to be specified by the ESOS Committee within the Option Period up to such period as may be determined by the ESOS Committee provided that no Options shall be exercised after the expiry of the Option Period; or
- (b) the Company decides to merge with other company or companies, the ESOS Committee may permit the exercise of any Unexercised Options by the Grantee or Grantee's legal and personal representatives, as the case may be, at any time commencing from the unconditional date of the said transaction until the date prescribed by the ESOS Committee within the Option Period;

subject to such terms and conditions as may be prescribed.

10.3 All Options which the ESOS Committee permits to be exercisable pursuant to By-Law 10 shall automatically lapse and shall become null and void to the extent unexercised by the date prescribed by the ESOS Committee.

11. RIGHTS ATTACHING TO THE NEW SHARES

11.1 The new Shares to be issued, allotted and/or transferred via treasury shares to the Grantee arising from the exercise of the Options will upon such issuance, allotment and/or transfer, rank *pari passu* in all respects with the existing Shares save and except that the new Shares will not be entitled to any dividends, rights, allotments and/ or other distributions that may be declared, made or paid, where the entitlement date (namely the date as at the close of business on which shareholders must be entered in the Record of Depositors with the Bursa Depository in order to be entitled to any dividends, rights, allotments and/ or other distributions) precedes the date of allotment of the new Shares and will be subjected to all the provisions of the Constitution relating to transfer, transmission or otherwise of the Shares.

11.2 The Grantees will not be entitled to any dividends, rights, allotments and/ or other distributions until and unless such Grantees exercise their Options into new Shares and such new Shares are credited into the Grantees' respective CDS Accounts.

11.3 The Options shall not carry any right to vote at any general meeting of the Company.

11.4 The new Shares allotted and credited into the CDS account would also carry rights to vote at any general meeting of the Company provided that the shareholder is registered on the entitlement date to determine the rights to attend and vote at the general meeting.

12. RETENTION PERIOD

12.1 The Shares issued and/or transferred via treasury shares to a Grantee arising from the exercise of an Option under the Scheme will not be subjected to any retention period or restriction on transfer. However, the Grantees are encouraged to hold the Shares as a long-term investment and not for any speculative and/or realisation to yield a profit. Notwithstanding the foregoing, the ESOS Committee shall be entitled to prescribe or impose, in relation to any Offer, any condition relating to any retention period or restriction on transfer as it sees fit.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- 12.2 An eligible Director who is a non-executive Director in the Group shall not sell, transfer or assign the Shares obtained through the exercise of the Options granted to him within one (1) year from the Date of Offer.

13. LISTING OF AND QUOTATION FOR THE SHARES

- 13.1 Upon the exercise of any Options in accordance with By-Law 8, the Company shall:-

- (a) issue and/or allot the new Shares;
- (b) despatch a notice of allotment to the Grantee; and
- (c) apply to Bursa Securities for the listing of and quotation for such new Shares on the Main Market of Bursa Securities;

within eight (8) Market Days after the receipt of the Notice of Exercise and remittance from the Grantee.

- 13.2 The Company and the ESOS Committee shall not under any circumstances be held liable for any costs, losses and damages whatsoever and howsoever relating to the delay on the part of the Company in issuing and/or transferring the Shares or in procuring Bursa Securities to list the Shares for which the Grantee is entitled to subscribe.

14. ALTERATION OF SHARE CAPITAL AND ADJUSTMENT DURING THE ESOS PERIOD

- 14.1 In the event of any alteration in the capital structure of the Company during the ESOS Period, whether by way of rights issue, bonus issue, or other capitalisation issue, subdivision or consolidation of Shares or reduction of capital or any other variations of capital shall take place or if the Company shall make a capital distribution during the ESOS Period, the Board shall have the discretion and accordingly assess the practicality of complying with the requirement to cause such corresponding adjustments (if any) to be made to:-

- (i) the Option Price;
- (ii) the number of Options granted to each Grantee (excluding Options already exercised); and/or
- (iii) the number of Shares and/or Option Price comprised in the Offer which is open for acceptance during the Offer Period,

to ensure that the capital outlay to be incurred by a Grantee in subscribing for the same proportion of Shares to which the Grantee was entitled prior to the event giving rise to such adjustments (i.e. not taking into account the Options already exercised) shall remain unaffected.

Any adjustment (other than an adjustment pursuant to a bonus issue, subdivision or consolidation of Shares) must be confirmed in writing by the external auditors or the Recognised Principal Adviser of the Company.

Any adjustment pursuant to this By-Law 14 shall be made in accordance with the following formula:-

- (a) If and whenever a Share by reason of any consolidation or subdivision or conversion of Shares, the Option Price shall be adjusted, calculated or determined in the following manner:-

APPENDIX I – DRAFT BY-LAWS (CONT'D)

$$\text{New Option Price} = S \times \frac{A}{B}$$

For consolidation of shares:-

$$\text{New number of Shares under Options} = T \times \frac{B}{A}$$

For subdivision of shares:-

$$\text{Additional Share under Options} = T \times \frac{B}{A} - T$$

Where:-

S = existing Option Price

T = existing number of Shares under the Options

A = the aggregate number of issued Shares immediately before such consolidation or subdivision or conversion

B = the aggregate number of issued Shares immediately after such consolidation or subdivision or conversion

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

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

If and whenever the Company shall make any issue of new Shares to its ordinary shareholders by way of bonus issue or capitalisation of profits or reserves (whether of a capital or income nature and including any capital redemption reserve fund), the Option Price shall be adjusted by multiplying it by the following fraction:-

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

and the additional number of new Shares comprised in the Options which a Grantee may be entitled to be issued with, shall be calculated as follows:-

$$\text{Additional number of Shares comprised in the Options} = \left[T \times \left(\frac{A + B}{A} \right) \right] - T$$

Where:-

A = the aggregate number of issued Shares on the entitlement date (namely the date as at the close of business on which shareholders must be registered in order to be entitled to any dividends, rights allotments and/or other forms of distributions) immediately before such bonus issue or capitalisation issue;

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

APPENDIX I – DRAFT BY-LAWS (CONT'D)

T = as T above.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

(c) If and whenever the Company shall make:-

(i) **Capital Distribution**

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

(ii) **Rights Issue of Shares**

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

(iii) **Rights issue of convertible shares**

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 new Shares attached thereto,

then and in respect of each such case, the Option Price shall be adjusted by multiplying it by the following fraction:-

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

and in respect of the case referred to in By-Law 14.1(c)(ii) hereof, the additional number of new Shares comprised in the Options which a Grantee may be entitled to be issued with, shall be calculated as follows:-

$$\text{Additional number of Shares comprised in the Options} = \left[T \times \left(\frac{C}{C - D^*} \right) \right] - T$$

Where:-

T = as T above;

C = the Current Market Price (as defined in By-Law 14.1(g)) of each Share on the Market Day immediately preceding the date on which the Capital Distribution, or as the case may be, the offer or invitation is publicly announced to Bursa Securities or (failing any such announcement) immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation; and

D = (aa) in the case of an offer or invitation to acquire or subscribe for Shares under By-Law 14.1(c)(ii) above or for securities convertible into Shares or securities with rights to acquire or subscribe for Shares under By-Law 14.1(c)(iii) above, the value of rights attributable to one (1) Share (as defined below); or

(bb) in the case of any other transaction falling within By-Law 14.1(c), the fair market value, as determined (with the concurrence of the Auditors and/or the Recognised Principal Adviser), of that portion of the Capital Distribution attributable to one (1) Share.

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

APPENDIX I – DRAFT BY-LAWS (CONT'D)

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

Where:-

C = as C above;

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

F = the number of Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share or security convertible into Shares or with right to acquire or subscribe for Shares; and

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

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

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

Where:-

C = as C above;

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

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

For the purpose of By-Law 14.1(c) hereof, "Capital Distribution" shall (without prejudice to the generality of that expression) include distributions in cash or specie or by way of issue of Shares (other than dividends) or other securities credited by way of capitalisation of profits or reserves (whether of a capital or income nature and including any capital redemption reserve fund)

Any distribution out of profits or reserves (including any capital redemption reserve fund) made (whenever paid and howsoever described) 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 and other comprehensive income of the Company.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for such issue.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

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

If and whenever the Company makes any allotment to its ordinary shareholders as provided in By-Law 14.1(b) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 14.1(c)(ii) or By-Law 14.1(c)(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 Option Price shall be adjusted by multiplying it by the following fraction:-

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

and where the Company makes any allotment to its ordinary shareholders as provided in By-Law 14.1(b) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 14.1(c)(ii) 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 additional number of Shares comprised in the Options which a Grantee may be entitled to be issued with, shall be calculated as follows:-

$$\text{Additional number of Shares comprised in the Options} = \left[T \times \left(\frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right) \right] - T$$

Where:-

B = as B above;

C = as C above;

G = the aggregate number of issued Shares on the entitlement date;

H = the aggregate number of new Shares to be issued 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 new Shares or rights to acquire or subscribe for new Shares, as the case may be;

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

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

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

T = as T above.

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

APPENDIX I – DRAFT BY-LAWS (CONT'D)

(e) Rights issue of Shares and rights issue of convertible securities

If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for Shares as provided in By-Law 14.1(c)(ii) together with an offer or invitation to acquire or subscribe for securities convertible into Shares or securities with rights to acquire or subscribe for Shares as provided in By-Law 14.1(c)(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 Option Price shall be adjusted by multiplying it by the following fraction:-

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

and the additional number of Shares comprised in the Options which a Grantee may be entitled to be issued with, shall be calculated as follows:-

$$\text{Additional number of Shares comprised in the Options} = \left[T \times \left(\frac{(G + H^*) \times C}{(G \times C) + (H^* \times I^*)} \right) \right] - T$$

Where:-

C = as C above;

G = as G above;

H = as H above;

H* = as H* above;

I = as I above;

I* = as I* above;

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

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

T = as T above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for the above transaction.

(f) Capitalisation of profits/reserve, rights issue of Shares and rights issue of convertible securities

If and whenever the Company makes an allotment to its ordinary shareholders as provided in By-Law 14.1(b) and also makes an offer or invitation to acquire or subscribe for Shares to its ordinary shareholders as provided in By-Law 14.1(c)(ii) above, together with rights to acquire or subscribe for securities convertible into or with rights to acquire or subscribe for Shares as provided in By-Law 14.1(c)(iii) above and the entitlement date for the purpose of the allotment is also the entitlement date for the purpose of offer or invitation, the Option Price shall be adjusted by multiplying it by the following fraction:-

APPENDIX I – DRAFT BY-LAWS (CONT'D)

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

and the additional number of Shares comprised in the Options which a Grantee may be entitled to be issued with, shall be calculated as follows:-

$$\text{Additional number of Shares comprised in the Options} = \left[T \times \left(\frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)} \right) \right] - T$$

Where:-

B = as B above;

C = as C above;

G = as G above;

H = as H above;

H* = as H* above;

I = as I above;

I* = as I* above;

J = as J above;

K = as K above; and

T = as T above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day following the entitlement date for the above transaction.

(g) **Others**

If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders and requiring an adjustment under By-Laws 14.1(c)(ii), 14.1(c)(iii), 14.1(d), 14.1(e) or 14.1(f) above) the Company shall issue either any Shares or any security convertible into new Shares or with rights to acquire or subscribe for new Shares, and in any such case, the Total Effective Consideration per Share (as defined below) is less than ninety percent (90%) of the Average Price (as defined below) for one (1) Share or, as the case may be, the price at which the Shares will be issued upon conversion of such securities or exercise of such rights is determined, the Option Price shall be adjusted by multiplying it by the following fraction:-

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

Where:-

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

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- M = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at the Average Price (as defined below) (exclusive of expenses); and
- N = the aggregate number of Shares so issued or, in the case of securities convertible into new Shares or securities with rights to acquire or subscribe for new Shares, the maximum number (assuming no adjustments of such rights) of new Shares which may be issued upon full conversion of such securities or the exercise in full of such rights.

For the purpose of By-Law 14.1(g), "**Total Effective Consideration**" shall be determined by the ESOS Committee with the concurrence of the Auditor and shall be:-

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

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

For the purpose of By-Law 14.1(g), "**Average Price**" of a Share shall be the average market price of one (1) Share as derived from the last traded prices for one or more board lots of Shares as quoted on Bursa Securities on the Market Days comprised in the period used as a basis upon which the issue price of such Shares is determined.

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

- (h) For the purposes of By-Laws 14.1(c), (d), (e) and (f) above, the "Current Market Price" in relation to one (1) Share for any relevant day shall be the volume weighted average prices for the five (5) consecutive Market Days before such date or during such other period as may be determined in accordance with any guidelines issued, from time to time, by Bursa Securities.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

Such adjustments (other than on a bonus issue, subdivision or consolidation of shares) must be confirmed in writing by either the Auditor or Recognised Principal Adviser, acting as an expert and not as arbitrator, by the ESOS Committee, to be in their opinion, fair and reasonable, provided always that:-

- (a) any adjustment to the Option Price shall be rounded down to the nearest one sen;
- (b) in the event that a fraction of a new Share arising from the adjustment referred to in this By-Law 14 would otherwise be required to be issued, the Grantee's entitlement shall be rounded down to the nearest whole number;
- (c) upon any adjustment being made pursuant to this By-Law 14, the ESOS Committee shall, within thirty (30) Market Days of the effective date of the alteration in the capital structure of the Company, notify the Grantee (or his legal representatives where applicable) in writing informing him of the adjusted Option Price thereafter in effect and/or the revised number of new Options thereafter to be issued; and
- (d) any adjustments made must be in compliance with the provisions for adjustment as provided in this By-Law 14.

In addition, the Company, shall at the request of the Grantee, furnish such Grantee with a copy of the certificate from the Auditor to the effect that the opinion of such Auditor or Recognised Principal Adviser, acting as an expert and not an arbitrator, an adjustment is fair and reasonable either generally or as regard such Grantee, and such certification shall be final and binding on all parties.

For the avoidance of doubt, any adjustments to the Option Price and/or the number of new Shares comprised in the Options so far as unexercised arising from bonus issues, subdivision or consolidation of shares, need not be confirmed in writing by the Auditor or the Recognised Principal Adviser.

14.2 No adjustments shall be made to the Option Price and/or the number of new Shares comprised in the Options or any portion thereof that is unexercised when the alteration in the capital structure of the Company arises from:-

- (a) an issue of new Shares upon the exercise of Options pursuant to the Scheme; or
- (b) 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, convertible loan stocks and any other instruments (if any) issued by the Company; or
- (c) an issue of securities as consideration or part consideration for an acquisition of securities, assets or business by the Group; or
- (d) private placement or restricted issue of new Shares by the Company; or
- (e) an issue of securities as a special issue of new Shares to Bumiputera parties or investors approved by the Ministry of International Trade and Industry, Malaysia and/or other relevant governmental authorities to comply with the government policy on Bumiputera capital participation; or

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- (f) a purchase by the Company of its own Shares and the cancellation of all or a portion of the Shares pursuant to the relevant provisions of the Act; or
 - (g) an issue of Shares or of securities convertible into Shares or securities with rights to acquire or subscribe for Shares to its officers, including Directors, or employees of the Company or any of its Subsidiaries pursuant to purchase or option schemes approved by the shareholders in general meeting; or
 - (h) any issue of Shares by the Company (other than bonus and rights issue) pursuant to a dividend reinvestment scheme undertaken in accordance with the Listing Requirements or for any purpose whatsoever.
- 14.3 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Subdivision 2 of Division 7 of the Act, By-Law 14.1 shall be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 14.1 is applicable, but By-Law 14.1 shall not be applicable in respect of such part(s) of the scheme which involve(s) any alteration(s) in the capital structure of the Company to which By-Law 14.2 is applicable.
- 14.4 Notwithstanding the provisions referred to in the By-Laws, the ESOS Committee may exercise its discretion to determine whether any adjustments to the Option Price and/or the number of Options be calculated on a different basis or date or should take effect on a different date or that such adjustments be made to the Option Price and/or the number of Options notwithstanding that no such adjustment formula has been explicitly set out in this By-Laws, provided that the adjustment is in compliance with the Listing Requirements and Act (if any) and not detrimental to the Grantee.
- 15. ADMINISTRATION OF THE SCHEME**
- 15.1 The Scheme shall be administered by the ESOS Committee consisting of such persons appointed by the Board from time to time. The Board shall have the discretion as it deems fit from time to time to approve, rescind and/or revoke the appointment of any person in the ESOS Committee and appoint replacement members to the ESOS Committee. The ESOS Committee shall be vested with such powers and duties as are conferred upon it by the Board.
- 15.2 The ESOS Committee shall, subject to these By-Laws, administer the Scheme in such manner as it shall think fit and with such powers and duties as are conferred upon it by the Board. The decision of the ESOS Committee shall be final and binding.
- 15.3 The ESOS Committee may for the purpose of administering the Scheme do all acts and things and/or caused the Company to enter into any transaction, agreement, deed, document or arrangement, make rules, regulations or impose terms and conditions or delegate part of its powers relating to the Scheme, which the ESOS Committee may in its discretion consider to be necessary or desirable to give full effect to the Scheme and generally exercise such powers and perform such acts as are deemed necessary or expedient to promote the best interest of the Company.
- 15.4 The ESOS Committee in the exercise of this power may correct any defect, supply any omission, or reconcile any inconsistency in the Scheme or in any agreement providing for an option in a manner and to the extent it shall deem necessary to expedite and make the Scheme fully effective.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

16. MODIFICATION, VARIATION AND/ OR AMENDMENT TO THE BY-LAWS

- 16.1 Subject to By-Law 16.2 and compliance with the Listing Requirements and the approvals of any other authorities (if required), the ESOS Committee may at any time and from time to time recommend to the Board any modification, variation and/or amendment of the By-Laws as it shall in its discretion think fit and the Board shall have the power at any time and from time to time by resolution to make any modification, variation and/or amendment of the By-Laws upon such recommendation.
- 16.2 Upon amending and/or modifying all or any of the provisions of the Scheme, the Company shall submit to the Bursa Securities no later than five (5) Market Days after the effective date of the amendment to the By-Laws, a letter confirming that the said amendment and/or modification complies with the Listing Requirements and Rules of Bursa Depository.
- 16.3 Subject to By-Law 16.4, the approval of the shareholders of the Company in general meeting shall not be required in respect of the modification, variation and/or amendment of the By-Laws provided that no modification, variation and/or amendment made to the By-Laws which would:-
- (a) materially prejudice any rights which would have accrued to any Grantee without the prior consent or sanction of that Grantee; or
 - (b) increase the number of Shares available under the Scheme beyond the maximum imposed by By-Law 2.1; or
 - (c) prejudice any rights of the shareholders of the Company; or
 - (d) alter to the advantage of an Eligible Person and/or Grantee in respect of any matters which are required to be contained in the By-Laws unless allowed by the provisions of the Listing Requirements, without the prior approval of the Company's shareholders obtained in a general meeting unless allowed by the provisions of the Listing Requirements.
- 16.4 The ESOS Committee shall within ten (10) Market Days of any amendment and/or modification made pursuant to these By-laws notify the Eligible Persons in writing of any amendment and/or modification made pursuant to these By-Laws.

17. LIQUIDATION OF THE COMPANY

- 17.1 In the event that any order is made or resolution is passed for the liquidation of the Company, all unexercised or partially exercised Options shall automatically lapse and shall be null and void and have no further force and effect, in which event the Option shall be automatically terminated on the following date:-
- (a) in the case of a voluntary winding-up, the date on which a provisional liquidator is appointed by the Company; or
 - (b) in the case of an involuntary winding-up, the date on which a petition for winding up is served on the Company.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

18. DURATION OF THE SCHEME

- 18.1 The scheme shall be in force for a period of five (5) years commencing from the Effective Date for the implementation of the Scheme, which shall be at the date of full compliance with all relevant requirements of the Listing Requirements including the following:-
- (a) submission of the final copy of the By-Laws to Bursa Securities together with a letter of compliance pursuant to Rule 2.12 of the Listing Requirements and a checklist showing compliance with Appendix 6E of the Listing Requirements;
 - (b) receipt of approval-in-principle from Bursa Securities for the issuance, listing of and quotation for the new Shares to be issued pursuant to the exercise of Options granted under the Scheme;
 - (c) receipt of approval of any other relevant regulatory authorities, where applicable; and
 - (e) fulfilment or waiver (as the case may be) of all conditions attached to any of the abovementioned approvals (if any).
- 18.2 The Recognised Principal Adviser of the Company shall submit a confirmation letter to Bursa Securities of full compliance with the relevant requirements of the Listing Requirements stating the effective date of implementation of the Scheme. The confirmation letter shall be submitted to Bursa Securities no later than five (5) Market Days after the Effective Date.
- 18.3 On or before the expiry of the Scheme, the Board shall have the absolute discretion upon recommendation by the ESOS Committee, without having to obtain approval of the Company's shareholders, to extend the duration of the Scheme provided that the initial period of the Scheme and such extension of the Scheme made pursuant to this By-Law shall not in aggregate exceed the duration of ten (10) years from the Effective Date. In the event the Scheme is extended in accordance with this provision, the ESOS Committee shall furnish a written notification to all Grantees and the Company shall make necessary announcements to Bursa Securities prior to the proposed extension of the Scheme.
- 18.4 Any extended Scheme under this provision shall be implemented in accordance with the terms of the By-Laws, subject however to any revisions and/or changes to the relevant statutes, laws and/or regulations then in force. Unless otherwise required by the relevant authorities, no further approvals shall be required for the extension of the Scheme. In the event that the Scheme is extended, the Company shall serve appropriate notices on each Grantee within thirty (30) days prior to the Date of Expiry or such other period as may be stipulated by Bursa Securities.

19. FEES, COSTS, EXPENSES AND TAXES

- 19.1 Save as otherwise provided for in the Scheme and the Constitution, all fees, costs and expenses incurred in relation to the Scheme relating to the allotment and issuance and/or transfer of the Shares pursuant to the exercise of any Option, shall be borne by the Company.
- All taxes (including income tax), if any, arising from the exercise of any Option under the Scheme shall be borne by the Grantee.
- 19.2 Notwithstanding this, the Grantee shall bear any fees, costs and expenses incurred in relation to his/her acceptance and exercise of the Options under the Scheme and any holding or dealing of Shares to be issued and/or transferred via treasury shares pursuant to the exercise of the Options, including brokerage commissions and stamp duties.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

- 19.3 Any cost in relation to the loss of Option Certificate will be fully borne by the Grantee and such Grantee will have to sign a statutory declaration to declare the loss of the Option Certificate.

20. DISPUTES/ DIFFERENCES

- 20.1 In the event of any dispute or difference between the ESOS Committee and an Eligible Person or a Grantee, as the case may be, as to any matter of any nature arising under the Scheme, the ESOS Committee shall determine such dispute or difference by a written decision (without any obligation to give any reason thereof) given to the Eligible Person or the Grantee, as the case may be. The said decision shall be final and binding on the parties unless the Eligible Person or the Grantee, as the case may be, within fourteen (14) calendar days of the receipt thereof by written notice to the ESOS Committee, disputes the same in which case such dispute or difference shall be referred to the Board, for the time being of the Company, which the ESOS Committee may at its discretion decide, acting as experts and not as arbitrators, whose decision shall be final and binding in all respects. Notwithstanding anything herein to the contrary, any costs and expenses incurred in relation to any dispute or difference or appeal brought by any party to the ESOS Committee shall be borne by such party.
- 20.2 Notwithstanding the foregoing provisions of By-Law 20.1 above, matters concerning adjustments made pursuant to By-Law 14 shall be referred to the Auditor or Recognised Principal Adviser, acting as an expert and not as arbitrator and whose decision shall be final and binding in all respects.

21. DIVESTMENT FROM AND TRANSFER TO/FROM THE GROUP

- 21.1 If the Grantee who was in the employment of a company in the Group which was subsequently divested wholly, or in part, from the Group resulting in that company ceasing to be a subsidiary, unless approved by the ESOS Committee in writing, the Options unexercised on the date of such company ceasing to be a subsidiary, shall be null and void and be of no further force and effect. Such Grantee shall not be eligible to participate for further Option under the Scheme.
- 21.2 In the event that the Grantee is transferred from the Group to any associated companies of the Group (which definition shall be that which is adopted by the Malaysian Accounting Standard Board) or to any related companies (as defined in Section 7 of the Act) of the Company which have an existing share issuance scheme in which the Grantee will be entitled to participate, unless approved by the ESOS Committee in writing, the Options unexercised on the date of transfer shall be null and void and be of no effect.

If the associated company does not have an existing share issuance scheme in which the Grantee will be entitled to participate, the ESOS Committee shall have the absolute discretion to determine whether Options unexercised by the Grantee will continue to be capable of exercise and the period in which it is capable of being exercised.

- 21.3 In the event that:-
- (a) an employee who was employed in a company which is related to the Company pursuant to Section 7 of the Act (that is to say, a company which does not fall within the definition of "the Group") and is subsequently transferred from such company to any company within the Group; or
 - (b) an employee who was in the employment of 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 with any of the first mentioned company stated in (a) above;

APPENDIX I – DRAFT BY-LAWS (CONT'D)

(the first abovementioned company in (a) and (b) herein referred to as the "**Previous Company**"), such an employee of the Previous Company will be eligible to participate in this Scheme for its remaining Option Period, if the affected employee becomes an Eligible Person within the meaning under the By-Laws.

For the avoidance of doubt, in the event of any acquisition or incorporation of any company into the Group pursuant to subsection (b) above as a subsidiary as defined in Section 4 of the Act or any other statutory regulation in place thereof during the ESOS Period, the Scheme shall apply to the employees of such company on the date such company becomes a subsidiary of the Group (provided that such subsidiary is not dormant) falling within the meaning of the expression of Eligible Person under By-Law 1 and the provisions of the By-Laws shall apply.

A company shall be deemed to be divested from the Group or disposed of from the Group in the event that the effective interest of the Company in such company is reduced from fifty percent (50%) and above to less than fifty percent (50%) so that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act.

22. TERMINATION OF THE SCHEME

22.1 Subject to the compliance with the Listing Requirements, other requirements of Bursa Securities and any other relevant authorities, the Company may, if the Board deems fit and upon the recommendation of the ESOS Committee, at any time during the duration of the Scheme terminate the Scheme and shall immediately make an announcement to Bursa Securities on the following:-

- (a) the effective date of termination of the Scheme ("**Termination Date**");
- (b) the number of Options exercised or Shares vested; and
- (c) the reasons and justification for termination of the Scheme.

Notwithstanding anything to the contrary, all unaccepted offer and unvested and/or Unexercised Options (whether fully or partially) shall lapse and deemed cancelled and be null and void on the Date of Expiry or the effective date of termination of the Scheme.

22.2 In the event of termination as stipulated by By-Law 22.1 above, the following provisions shall apply:-

- (a) no further Offers shall be made by the ESOS Committee from the Termination Date;
- (b) all Offers which have yet to be accepted by Eligible Persons shall automatically lapse on the Termination Date; and
- (c) all outstanding Options which have yet to be exercised by the Grantees shall be automatically lapsed on the Termination Date.

22.3 Subject to the provisions under the Listing Requirements, approval or consent of the shareholders of the Company by way of a resolution in a general meeting and written consent of Grantees who have yet to exercise their Options are not required to effect a termination of the Scheme.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

23. DISCLAIMER OF LIABILITY

- 23.1 Notwithstanding any provisions contained herein and subject to the Act, the Company, the Board and the ESOS Committee shall not under any circumstances and in any event be held liable to any person for any cost, charges, losses, expenses, damages or liabilities whatsoever arising, including but not limited to any delay on the part of the Company in issuing and/or transferring the Shares or in procuring Bursa Securities to list the new Shares subscribed for by a Grantee.

24. SCHEME NOT A TERM OF EMPLOYMENT

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

25. COMPENSATION

- 25.1 No Eligible Person or Grantee who ceases to hold office in or employment with the Group shall be entitled to any compensation for the loss of any right or benefit or prospective right or benefit under the Scheme which he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office.
- 25.2 The Company, the Board and/or the ESOS Committee shall not be liable for any compensation, loss or damages of any claim, action or proceeding by any Eligible Person or Grantee or legal or personal representatives whatsoever and howsoever arising from the suspension of rights to exercise his Options, ceasing to be valid pursuant to the provisions of the By-Laws, as may be amended from time to time in accordance with By-Law 16 hereof.

26. ERRORS AND OMISSIONS

- 26.1 If in consequence of an error or omission, the ESOS Committee discovers/determines that:-
- (a) an Eligible Person who was selected by the ESOS Committee has not been given the opportunity to participate in the Scheme on any occasion; or
 - (b) the number of Shares issued and/or transferred via treasury shares to any Grantee pursuant to an exercise of Option(s) under the Scheme on any occasion is found to be incorrect,

and such error or omission cannot be corrected within the relevant period specified in the Scheme, the ESOS Committee may do all such acts and things to rectify such error or omission, but not limited to, all acts and things to ensure that the Eligible Person is given the opportunity to participate in the Scheme and/or the aggregate number of Shares to which the Grantee is correctly entitled to is credited into his CDS Account and/or to withdraw the Offer given to the employee or Director who was erroneously selected as an Eligible Person.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

27. CONSTITUTION

- 27.1 Notwithstanding the terms and conditions contained herein, if a situation of conflict should arise between the By-Laws of the Scheme and the Constitution, the provisions of the Constitution shall at all times prevail except where such provisions of these By-Laws are included pursuant to the Listing Requirements.

28. INSPECTION OF AUDITED ACCOUNTS

- 28.1 All Grantees are entitled to inspect the latest audited accounts of the Company during the normal business hours on any working day at the registered office of the Company.

29. NOTICE

- 29.1 Any notice under the Scheme required to be given to or served upon the ESOS Committee by an Eligible Person or a Grantee or any correspondence to be made between an Eligible Person or Grantee to the ESOS Committee shall be given or made in writing either delivered by hand or sent to ESOS Committee or the Company by facsimile or electronic mail or ordinary letter. Notwithstanding the foregoing, proof of posting shall not be evidence of receipt of the letter.

- 29.2 Any notice or request which the Company is required to give, or may desire to give, to any Eligible Person or the Grantee pursuant to the Scheme shall be in writing and shall be deemed to be sufficiently given:-

- (a) if it is sent by ordinary post by the Company to the Eligible Person or the Grantee at the last address known to the Company as being his address, such notice or request shall be deemed to have been received three (3) Market Days after posting;
- (b) if it is delivered by hand to the Eligible Person or the Grantee, such notice or request shall be deemed to have been received on the date of delivery; and
- (c) if it is sent by electronic media, including but not limited to electronic mail, to the Eligible Person or the Grantee, such notice or request shall be deemed to have been received upon confirmation or notification received after the sending of notice or request by the Company.

Any change of address of the Eligible Person or the Grantee shall be communicated in writing to the Company.

- 29.3 Notwithstanding By-Law 29.2, where any notice is required to be given by the Company or the ESOS Committee under the By-Laws in relation to matters which may affect all the Eligible Persons or Grantees, as the case may be, the Company or ESOS Committee may give notice through an announcement to all employees of the Group to be made in such manner deemed appropriate by the ESOS Committee. Upon the making of such an announcement, the notice to be made under By-Law 29.2 shall be deemed to be sufficiently given, served or made to all affected Eligible Persons or Grantees, as the case may be.

30. SEVERABILITY

- 30.1 If at any time any provision of the By-Laws is or becomes illegal, void or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remainder thereof, and any such illegality, voidness or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation or provision herein contained.

APPENDIX I – DRAFT BY-LAWS (CONT'D)

31. DECISION OF THE ESOS COMMITTEE

- 31.1 Any decision and/or determination made by the ESOS Committee under the By-Laws shall, in the absence of any manifest error, be final and binding.

32. DISCLOSURES IN ANNUAL REPORT

- 32.1 The Company shall make the relevant disclosures in relation to the Scheme in its annual report for as long as the Scheme 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 Options pursuant to the Scheme is in compliance with the criteria for allocation disclosed by the Company to the Eligible Person.

33. GOVERNING LAW

- 33.1 The Scheme, these By-Laws, all Offer made and all Options granted and action taken under the Scheme shall be governed by and construed in accordance with the laws of Malaysia. The Eligible Person, by accepting the Offer in accordance with the By-Laws and terms of the Scheme and the Constitution, irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.

34. MULTIPLE SCHEMES

- 34.1 The Company may implement more than one (1) share issuance scheme, provided that the aggregate number of Shares available under all the share issuance schemes do not exceed the maximum number of Shares stipulated in the Listing Requirements or by any other relevant authorities.

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APPENDIX II – FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

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

2. CONSENT

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

3. DECLARATION OF CONFLICT OF INTEREST

UOBKH has given its written confirmation that there is no situation of conflict of interest that exists or is likely to exist in relation to its role as the Principal Adviser to RGT for the Proposed ESOS.

4. 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 there are no 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 position or business of the Group.

5. MATERIAL COMMITMENTS

As at the LPD, the Board confirms that there are no material commitments incurred or known to be incurred by the Group which may have a material impact on the financial results/ position of the Group.

6. CONTINGENT LIABILITIES

As at the LPD, there are no contingent liabilities incurred or known to be incurred, which upon becoming enforceable, may have a material impact on the financial results/ position of the Group.

7. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the Company's registered office at 170-09-01, Livingston Tower, Jalan Argyll, 10050 George Town, Penang during the normal business hours from Monday to Friday (except public holidays) from the date hereof up to the time stipulated for the holding of the EGM:-

- i. the Constitution of RGT;
- ii. the audited consolidated financial statements of RGT Group for the past 2 financial years up to the FYE 30 June 2026;
- iii. the letter of consent and declaration of conflict of interest referred to in **Section 2** and **Section 3** hereinabove, respectively; and
- iv. the draft By-Laws as set out in **Appendix I** of this Circular.



RGT BERHAD

Registration No. 198101004909 (71024-T)
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting ("**EGM**") of RGT Berhad ("**RGT**" or the "**Company**"), which will be held at Pangkor Room, Level 3, Hotel Jen Penang, Jalan Magazine, 10300 George Town, Pulau Pinang, Malaysia on Wednesday, 18 November 2026 at 11.30 am or immediately after the conclusion or adjournment (as the case may be) of the Forty-Fifth Annual General Meeting of the Company which will be held at the same venue on the same day at 10.00 am, whichever is later, or 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 AN EMPLOYEES' SHARE OPTION SCHEME OF UP TO 15% OF THE TOTAL NUMBER OF ISSUED SHARES OF RGT (EXCLUDING TREASURY SHARES, IF ANY) ("PROPOSED ESOS**")**

"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 RGT ("**Board**"), be and is hereby authorised and empowered to:-

- i. establish, implement and administer the Proposed ESOS during the duration of the Proposed ESOS for the eligible Directors and employees of RGT and its subsidiaries (excluding subsidiaries which are dormant, if any) ("**RGT Group**" or the "**Group**") who fulfil the eligibility criteria ("**Eligible Persons**") in accordance with the provisions of the by-laws governing the rules, terms and conditions of the Proposed ESOS ("**By-Laws**"), a draft of which is set out in **Appendix I** of the circular to the shareholders of RGT dated 20 October 2026 in relation to the Proposed ESOS ("**Circular**");
- ii. determine the exercise price of the ESOS options based on the terms and conditions set out in the By-Laws;
- iii. allot and issue new ordinary shares in RGT ("**RGT Share(s)**" or "**Share(s)**"), under the Proposed ESOS, and/ or transfer such number of RGT Shares from time to time to the Eligible Persons as may be required in connection with the implementation of the Proposed ESOS, provided that the total number of such RGT Shares to be issued under the Proposed ESOS shall not in aggregate exceed 15% of the total number of issued Shares (excluding treasury shares, if any) in the Company at any point in time over the duration of the Proposed ESOS;

Any new RGT Shares to be allotted and issued shall, upon allotment and issuance, rank equally in all respects with the existing RGT Shares save and except that such RGT Shares will not be entitled to any dividends, rights, allotments and/or any other forms of distributions that may be declared, made or paid to shareholders where the entitlement date of which precedes the relevant date of issuance and allotment of such RGT Shares.

Any transfer of any existing RGT Shares by the Company (vide treasury shares) under the Proposed ESOS, shall be subject to the provisions of the Constitution of RGT and rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the existing RGT Shares, the record date for which is on or after the date on which the RGT Shares are transferred to the Central Depository System accounts of the Proposed ESOS participants and shall in all other respects rank equally with other existing RGT Shares in issue;

- iv. add, amend, modify and/ or delete all or any part of the terms and conditions as set out in the By-Laws governing the Proposed ESOS from time to time provided that such addition, amendment, modification and/ or deletion are effected in accordance with the provisions of the By-Laws, and to do all such acts and to enter into all such transactions, arrangements and agreements as may be necessary or expedient in order to give full effect to the Proposed ESOS;
- v. do all things necessary and make the necessary applications to Bursa Securities for the listing of and quotation for new RGT Shares that may, hereafter from time to time, be allotted and issued under the Proposed ESOS; and
- vi. to appoint and authorise a committee ("**ESOS Committee**") by which the Proposed ESOS will be administered in accordance with the By-Laws by the said ESOS Committee, who will be responsible for, amongst others, implementing and administering the Proposed ESOS. The members of the ESOS Committee shall comprise such number of Directors and/ or senior management personnel of the Group to be identified from time to time.

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

THAT pursuant to Section 85 of the Companies Act, 2016 ("**Act**") read together with Clause 58 of the Company's Constitution, the shareholders of the Company do hereby waive their pre-emptive rights to be offered new RGT Shares ranking equally to the existing issued RGT Shares arising from any issuance of new RGT Shares to the Eligible Persons pursuant to the Proposed ESOS;

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 Securities ("**Listing Requirements**"), be and is hereby approved and adopted."

ORDINARY RESOLUTIONS 2 TO 11

PROPOSED ALLOCATION OF ESOS OPTIONS TO THE ELIGIBLE DIRECTORS OF RGT AND PERSON CONNECTED TO THEM UNDER THE PROPOSED ESOS ("PROPOSED ALLOCATION")

"THAT, subject to the passing of the Ordinary Resolution 1 and the approvals of the relevant authorities being obtained, approval be and is hereby given to the Board to authorise the ESOS Committee, at any time and from time to time throughout the duration of the Proposed ESOS, to offer and grant to each of the following persons:-

No.	Name	Ordinary Resolutions
i.	Dato' Ir. Low Keng Kok (Independent Non-Executive Chairman)	Resolution 2
ii.	Datuk Lim Seat Hoe (Chief Executive Officer/Executive Director)	Resolution 3
iii.	Lee Soo Ching (Executive Director)	Resolution 4
iv.	Ng Choon Keat (Executive Director)	Resolution 5
v.	Dato' Lim Yong Jin (Independent Non-Executive Director)	Resolution 6
vi.	Tan Peng Lam (Independent Non-Executive Director)	Resolution 7
vii.	Tan Song Chai (Director of Rapid Growth Technology Sdn Bhd (" RGTSB "))	Resolution 8
viii.	Hor Lim Chee (Director of RGTSB)	Resolution 9
ix.	See Han Liong (Director of T-Venture Industries (M) Sdn Bhd (" TVISB "))	Resolution 10
x.	Tan Ann Chee (Person connected to Tan Song Chai)	Resolution 11

Provided always that:-

- i. he/ she does not participate in the deliberation or discussion of his own allocation;
- ii. not more than 10% of the new RGT Shares which may be made available under the Proposed ESOS shall be allocated to him/ her, if he/ she, either singly or collectively through persons connected to him/ her, holds 20% or more of the total number of issued shares of RGT (excluding treasury shares), if any;
- iii. not more than 70% of the total number of RGT Shares which may be made available under the Proposed ESOS shall be allocated to the Directors and employees of the RGT Group deemed to be in a senior position as may be determined by the ESOS Committee from time to time ("**Senior Management**") of the Group (excluding dormant subsidiaries); and
- iv. 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 Securities or any other relevant authority, as amended from time to time;

THAT pursuant to Section 85 of the Act read together with Clause 62 of the Company's Constitution, the shareholders of the Company do hereby waive their pre-emptive rights to be offered new RGT Shares ranking equally to the existing issued RGT Shares arising from any issuance of new RGT Shares to the above Directors of RGT Group pursuant to the Proposed ESOS;

AND THAT subject always to such terms and conditions and/ or adjustments which may be made in accordance with the By-Laws, the Board be and is hereby authorised to take such steps as necessary or expedient to implement, finalise or to give full effect to the Proposed Allocation with full power to assent to any terms, conditions, modifications, variations and/ or amendments as may be imposed and/ or permitted by the relevant authorities."

By Order of the Board
RGT BERHAD

ONG TZE-EN (SSM PC No. 202008003397) (MAICSA 7026537)

Company Secretary
Penang, 20 October 2026

Notes on Appointment of Proxy:-

1. A proxy may but need not be a member.
2. The instrument appointing a proxy must be deposited/submitted via the following manner not less than forty-eight (48) hours before the time set for holding the EGM or any adjournment thereof:
 - (a) By hardcopy form
The Proxy Form must be deposited at the Share Registrar's office at Boardroom Share Registrars Sdn Bhd, 11th Floor, Menara Symphony, No. 5, Jalan Professor Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
 - (b) By electronic form
The Proxy Form can be electronically submitted through facsimile at +603 7890 4670 or emailed to bsr.proxy@boardroomlimited.com.
3. A member entitled to attend, participate, speak and vote is entitled to appoint not more than two (2) proxies to attend, participate, speak and vote instead of him. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.
4. Where a member is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("**omnibus account**"), there shall be no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds.
5. If the appointor is a corporation this form must be executed under the corporation's common seal or under the hand of an officer or attorney duly authorised.
6. In respect of deposited securities, only members whose names appear on the Record of Depositors on 11 November 2026 (General Meeting Record of Depositors) shall be eligible to attend the meeting or appoint proxy(ies) to attend and/or vote on his/her behalf.

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**RGT BERHAD**Registration No. 198101004909 (71024-T)
(Incorporated in Malaysia)**PROXY FORM**

Number of Shares held	CDS Account No.

I/We _____
(Full Name in Block Letters and NRIC No./Passport No./Company No.)of _____ and _____
(Address) (Tel. No./Email Address)being a member/member(s) of **RGT Berhad** (the "Company"), hereby appoint

Full Name and Address (in Block Letters)	NRIC No./Passport No.	No. of Shares	% of shareholding

* and/or (*delete if not applicable)

Full Name and Address (in Block Letters)	NRIC No./Passport No.	No. of Shares	% of shareholding

as *my/our *proxy/proxies to vote for *me/us on *my/our behalf at the Extraordinary General Meeting of the Company, to be held at Pangkor Room, Level 3, Hotel Jen Penang, Jalan Magazine, 10300 George Town, Pulau Pinang, Malaysia on Wednesday, 18 November 2026 at 11.30 am or immediately after the conclusion or adjournment (as the case may be) of the Forty-Fifth Annual General Meeting of the Company which will be held at the same venue on the same day at 10.00 am, whichever is later, or at any adjournment thereof.

Please indicate with an "x" in the appropriate space(s) provided below on how you wish your votes to be cast. If no specific direction as to voting is given, the proxy will vote or abstain from voting at *his/her discretion.

Ordinary Resolutions		For	Against
Resolution 1	Proposed ESOS		
Resolution 2	Proposed Allocation of ESOS Options to Dato' Ir. Low Keng Kok		
Resolution 3	Proposed Allocation of ESOS Options to Datuk Lim Seat Hoe		
Resolution 4	Proposed Allocation of ESOS Options to Lee Soo Ching		
Resolution 5	Proposed Allocation of ESOS Options to Ng Choon Keat		
Resolution 6	Proposed Allocation of ESOS Options to Dato' Lim Yong Jin		
Resolution 7	Proposed Allocation of ESOS Options to Tan Peng Lam		
Resolution 8	Proposed Allocation of ESOS Options to Tan Song Chai		
Resolution 9	Proposed Allocation of ESOS Options to Hor Lim Chee		
Resolution 10	Proposed Allocation of ESOS Options to See Han Liong		
Resolution 11	Proposed Allocation of ESOS Options to Tan Ann Chee		

Signed this _____ day of _____, 2026

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

* Strike out whichever is not desired.

Notes on Appointment of Proxy:

1. A proxy may but need not be a member.
2. The instrument appointing a proxy must be deposited/submitted via the following manner not less than forty-eight (48) hours before the time set for holding the EGM or any adjournment thereof:
 - (a) By hardcopy form
The Proxy Form must be deposited at the Share Registrar's office at Boardroom Share Registrars Sdn Bhd, 11th Floor, Menara Symphony, No. 5, Jalan Professor Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
 - (b) By electronic form
The Proxy Form can be electronically submitted through facsimile at +603 7890 4670 or emailed to bsr.proxy@boardroomlimited.com.
3. A member entitled to attend, participate, speak and vote is entitled to appoint not more than two (2) proxies to attend, participate, speak and vote instead of him. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.
4. Where a member is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("**omnibus account**"), there shall be no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds.
5. If the appointor is a corporation this form must be executed under the corporation's common seal or under the hand of an officer or attorney duly authorised.
6. In respect of deposited securities, only members whose names appear on the Record of Depositors on 11 November 2026 (General Meeting Record of Depositors) shall be eligible to attend the meeting or appoint proxy(ies) to attend and/or vote on his/her behalf.

Personal Data Privacy

By submitting the duly executed proxy form, the member and his/her proxy consent to the Company and/or its agents/service providers to collect, use and disclose the personal data therein in accordance with the Personal Data Protection Act 2010, for the purpose of the EGM of the Company or any adjournment thereof.

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Affix
Stamp

The Share Registrars
RGT BERHAD
Registration No. 198101004909 (71024-T)
11th Floor, Menara Symphony
No. 5, Jalan Professor Khoo Kay Kim
Seksyen 13, 46200 Petaling Jaya
Selangor Darul Ehsan, Malaysia

Then fold here

Fold this flap for sealing