

ANNEXURE E: BY-LAWS GOVERNING THE ESOS

MTT SHIPPING AND LOGISTICS BERHAD (“MTTSL”)
BY-LAWS OF THE EMPLOYEES’ SHARE OPTION SCHEME (“ESOS”)

PART I**1. NAME OF THE SCHEME**

This Scheme (as defined herein) will be called the “MTTSL’s Employees’ Share Option Scheme”.

2. DEFINITIONS AND INTERPRETATION

2.1 In these By-Laws, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

Act	: The Companies Act 2016, as amended from time to time including all regulations made thereunder and any re-enactment thereof
Board	: The Board of Directors of MTTSL for the time being
Bursa Depository	: Bursa Malaysia Depository Sdn Bhd
Bursa Securities	: Bursa Malaysia Securities Berhad
By-Laws	: The rules, terms and conditions of the Scheme (as may be modified, varied and/or amended from time to time in accordance with By-Law 24)
CDS	: Central Depository System
CDS Account	: An account established by Bursa Depository for the recording of deposits and withdrawal of securities and for dealings in such securities by a depositor
Company or MTTSL	: MTT Shipping and Logistics Berhad (Registration No. 201901004019 (1313346-A))
Constitution	: The Company’s constitution, as amended from time to time
Date of Expiry	: Last day of the Duration of the Scheme as defined in By-Law 22.1
Date of Offer	: The date on which an ESOS Offer is made by the Nomination and Remuneration Committee in writing to any Eligible Person to participate in the Scheme
Director(s)	: A natural person who holds a directorship within the Group for the time being, and has the meaning given in Section 2(1) of the Capital Markets and Services Act 2007 and the Listing Requirements (including non-executive directors)

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Disciplinary Proceedings	: Proceedings instituted by any company within the MTTSL Group against an Employee for any alleged misbehaviour, misconduct and/or any other act of the Employee deemed to be unacceptable by that company in the course of that Employee's employment, whether or not such proceedings may give rise to a dismissal or termination of the contract of service of such Employee
Duration of the Scheme	: The duration of the Scheme as defined in By-Law 22 and includes any extension of the duration
Effective Date	: The date on which the Scheme comes into force as provided in By-Law 22.1
EGM	: Extraordinary General Meeting
Eligible Person(s)	: Collectively, the eligible Employee(s) and/or Director(s) who fulfil(s) the eligibility criteria for participation in the Scheme as set out in By-Law 5
Employee	: A natural person who has attained the age of 18 years and is employed by, and is on the payroll of, any company in the Group and whose employment has been confirmed in writing and falls within any other eligibility criteria that may be determined by the Nomination and Remuneration Committee from time to time at its discretion
Entitlement Date	: The date as at the close of business on which the names of shareholders must appear in MTTSL's Record of Depositors and/or Register of Members in order to be entitled to any dividends, rights, allotments and/or other forms of distributions
ESOS Offer(s)	: An offer made in writing (whether by letter, email or any other form of written communication) by the Nomination and Remuneration Committee from time to time to an Eligible Person to participate in the ESOS in the manner provided in By-Law 7
ESOS Option(s) or Option(s)	: The right of a Grantee to subscribe for Shares at the Exercise Price pursuant to an ESOS Offer duly accepted by the Grantee in the manner provided in By-Law 8
ESOS or Scheme	: The MTTSL's Employees' Share Option Scheme, as may be modified or altered from time to time
Exercise Price	: The price at which a Grantee shall be entitled to subscribe for each new Share from the Company upon the exercise of the ESOS Options, as initially determined and as may be adjusted pursuant thereto in accordance with the provisions of By-Law 10
Grantee	: Any Eligible Person who has accepted an ESOS Offer in accordance with the provisions of By-Law 8

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Group or MTTSL Group	: Collectively, the Company and its subsidiary(ies) as defined in Section 4 of the Act, which are not dormant. Subject to the foregoing, subsidiaries include subsidiaries which are existing as at the Effective Date and subsidiaries which are incorporated or acquired at any time during the Duration of the Scheme, but exclude subsidiaries which have been divested in the manner provided in By-Law 20
Listing Requirements	: Main Market Listing Requirements of Bursa Securities
Market Day	: A day on which Bursa Securities is open for trading of securities
Maximum Allowable Allocation	: The maximum number of new Shares that can be offered to an Eligible Person to be determined by the Nomination and Remuneration Committee in accordance with By-Law 6
Nomination and Remuneration Committee	: The committee appointed by the Board to administer the ESOS in accordance with By-Law 25, comprising such number of Directors appointed from time to time by the Board
Offer Period	: A period of 30 calendar days from the Date of Offer or such longer period as may be determined by the Nomination and Remuneration Committee at its sole and absolute discretion
Option Certificate	: The certificate issued by the Nomination and Remuneration Committee confirming the grant of the Option to the Grantee and the Exercise Price together with the number of Shares comprised in the ESOS Option
Option Period	: The period commencing from the date an ESOS Offer is accepted in accordance with By-Law 8 and expiring on the Date of Expiry or such other dates as stipulated by the Nomination and Remuneration Committee in the ESOS Offer, subject always to any further extension of period or termination of the ESOS as provided in By-Law 22, provided that no Option Period shall extend beyond the period referred to in By-Law 22
Persons Connected	: Shall have the same meaning given in relation to persons connected with a Director or persons connected with a major shareholder as defined in Paragraph 1.01 of the Listing Requirements
Principal Adviser	: A person who is permitted to act as principal adviser that fulfils the requirements under the Guidelines on Submission of Corporate and Capital Market Product Proposals as well as the Licensing Handbook issued by the SC including any amendments thereto that may be made from time to time
Rules of Bursa Depository	: The rules of Bursa Depository, as issued pursuant to SICDA
SC	: Securities Commission Malaysia
Shares	: Ordinary shares in MTTSL
SICDA	: Securities Industry (Central Depositories) Act 1991, as amended from time to time and any re-enactment thereof

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- Vesting Conditions : The conditions determined by the Nomination and Remuneration Committee and stipulated in the ESOS Offer which must be fulfilled for the Options to be vested in a Grantee pursuant to By-Law 8.5
- 2.2 Headings are for ease of reference only and do not affect the meaning of a By-Law.
- 2.3 Any reference to a statutory provision or an applicable law shall include a reference to:
- (a) any and all subsidiary legislation made from time to time under that provision or law;
 - (b) the Listing Requirements, any and all policies and/or guidelines of Bursa Securities and/or any other relevant regulatory authority (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 by Bursa Securities and/or any other relevant regulatory authority;
 - (c) that provision as from time to time modified or re-enacted, whether before or after the date of these By-Laws, so far as such modification or re-enactment applies or is capable of applying to ESOS Offer made, offered and/or accepted within the Duration of the Scheme; and
 - (d) any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced.
- 2.4 Words importing the masculine gender shall include the feminine and neuter genders.
- 2.5 Words importing the singular number shall include the plural number and *vice versa*.
- 2.6 If an event is to occur on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day; and if an event is to occur on a stipulated day which falls after the Date of Expiry, then the stipulated day shall be taken to be the last Market Day of the Duration of the Scheme.
- 2.7 Any liberty or power or discretion which may be exercised, and/or any decision or determination which may be made, under these By-Laws:
- (a) by the Board may be exercised in the Board's sole and absolute discretion and the Board shall not be under any obligation to give any reasons therefor; and
 - (b) by the Nomination and Remuneration Committee may be exercised in the Nomination and Remuneration Committee's sole and absolute discretion and the Nomination and Remuneration Committee shall not be under any obligation to give any reason therefor, but subject always to the Board's power to overrule any decision of the Nomination and Remuneration Committee.
- 2.8 In the event of any change in the name of the Company from its present name, all reference to "MTT Shipping and Logistics 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.
- 3. OBJECTIVES OF SCHEME**
- 3.1 The objectives of the ESOS (as defined herein) are as follows:
- (a) To recognise and reward the Eligible Persons (as defined herein) by giving recognition to their contributions and services that are considered vital to the operations as well as sustained growth and profitability of the Group (as defined herein).

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- (b) To retain, motivate and reward the Eligible Persons by allowing them to participate in the profitability of the Group and eventually realise capital gains arising from any appreciation in the value of the Shares (as defined herein).
 - (c) To align the interests of the Eligible Persons with the long-term performance of the Group.
 - (d) To make the employees' remuneration scheme of the Group more competitive to attract more skilled and experienced individuals to join the Group and contribute to its continued growth and profitability.
 - (e) To foster and reinforce a greater sense of loyalty and belonging amongst the Eligible Persons upon vesting of the Shares as they will be able to participate directly in the equity of the Company and thereby provides an incentive for the Eligible Persons to participate more actively in the operations and future growth of the Group and motivate them to further contribute to the growth of the Group and drive shareholder value.
- 3.2 In addition to the objectives set out in By-Law 3.1 above, the objective of the ESOS is to recognise the contributions and efforts made by the non-executive Directors (as defined herein) as they play a constructive role in contributing towards the growth and performance of the Group. Their participation in the equity of the Company is expected to enhance their level of commitment and contribution as well as enable the Company to attract and retain capable individuals to act as non-executive Directors of the Company who will assist in the overall strategic decisions of the Group.

PART II

4. MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE SCHEME

- 4.1 The aggregate maximum number of Shares which may be made available under the Scheme shall not in aggregate exceed 5% of the total number of issued Shares of the Company (excluding treasury shares, if any) at any point of time during the Duration of the Scheme as provided in By-Law 22.1.
- 4.2 Notwithstanding By-Law 4.1 above nor any other provision herein contained, in the event the maximum number of Shares granted under the Scheme exceeds in aggregate 5% of the total number of issued shares of the Company (excluding treasury shares, if any) as a result of the Company purchasing its own Shares pursuant to Section 127 of the Act or the Company undertaking any corporate proposal and thereby diminishing the issued shares of the Company (excluding treasury shares, if any), then such ESOS Options granted prior to the adjustment of the number of issued shares of the Company (excluding treasury shares, if any) shall remain valid and exercisable in accordance with these By-Laws. However, in such a situation, the Nomination and Remuneration Committee shall not make any further ESOS Offer unless the total number of Shares to be issued under the Scheme falls below 5% of the total number of issued shares of the Company (excluding treasury shares, if any) at any point of time during the Duration of the Scheme as provided in By-Law 22.1 after such adjustment.
- 4.3 The Company shall during the Duration of the Scheme use its reasonable effort to make available sufficient unissued Shares in the capital of the Company to satisfy all outstanding ESOS Options which may be exercisable in accordance with the Scheme.

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5. ELIGIBILITY

- 5.1 Only Eligible Persons who fulfil the following conditions on the Date of Offer shall be eligible to participate in the Scheme:
- (a) he/she has attained 18 years of age and he/she is not an undischarged bankrupt or subject to any bankruptcy proceedings; and
 - (b) in respect of an Employee, he/she is employed on the Date of Offer and he/she is employed –
 - (1) on a full time basis and is on the payroll of any company within the Group and his/her employment has been confirmed by any company within the Group; or
 - (2) serving in a specific designation under an employment contract with any company of the Group for a continuous fixed duration of at least one year (which shall include any probation period) and may, if the Nomination and Remuneration Committee deems fit, to include contract staff hired for a period of one year or more for any purposes or specific requirements of the Group; and
 - (c) in respect of a Director, he/she has been appointed as a Director of the Company or any other company within the Group.
- 5.2 If the Eligible Person is employed by a company which is acquired by the Group during the Duration of the Scheme and becomes a subsidiary whether directly or indirectly held by the Company upon such acquisition, he/she must fulfil the following as at the Date of Offer:
- (a) he/she has attained 18 years of age and he/she is not an undischarged bankrupt or subject to any bankruptcy proceedings;
 - (b) he/she is employed full time basis and on the payroll of the newly acquired company and his/her employment has been confirmed by the newly acquired company; and
 - (c) he/she has been an employee of the newly acquired company for such period as may be determined by the Nomination and Remuneration Committee prior and up to the Date of Offer.
- 5.3 The Eligible Person must fulfil any other criteria and/or fall within such category/designation of employment as may be determined by the Nomination and Remuneration Committee from time to time at its sole discretion, whose decision shall be final and binding.
- 5.4 For the avoidance of doubt, an Employee who attains the prescribed retirement age but is offered to continue to serve the Group on a full time basis shall be treated as an employee of the Group.
- 5.5 The Nomination and Remuneration Committee may from time to time at its absolute discretion select and identify suitable Eligible Persons to be offered the ESOS Offer provided always that no member of the Nomination and Remuneration Committee shall participate in the deliberation or discussion of their own allocation of the ESOS Options or allocation of the ESOS Options to persons connected with them.
- 5.6 Any Eligible Person who holds more than one position within the MTTSL Group and by holding such position is an Eligible Person, shall only be entitled to the Maximum Allowable Allocation of any one category/designation of employment. The Nomination and Remuneration Committee shall be entitled at its discretion to determine the applicable category/designation of employment.

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- 5.7 An Eligible Person of a dormant company within the Group is not eligible to participate in the Scheme.
- 5.8 Eligibility under the Scheme does not confer upon the Eligible Person a claim or right to participate in or any rights whatsoever under the Scheme and an Eligible Person does not acquire or have any rights over or in connection with the ESOS Options or the new Shares comprised in the Scheme unless an ESOS Offer has been made by the Nomination and Remuneration Committee to the Eligible Person in the manner set out herein, the Eligible Person has accepted the ESOS Offer and the Eligible Person has fulfilled the Vesting Conditions, in accordance with the terms of the ESOS Offer and these By-Laws.
- 5.9 Subject to the provisions of By-Law 11.3, no Eligible Person shall participate at any time in more than one employees' share option scheme implemented by any company within the Group during the duration of the Scheme.

6. BASIS OF ALLOCATION AND MAXIMUM ALLOWABLE ALLOCATION OF SHARES

- 6.1 Subject to By-Law 4.1 and any adjustments which may be made under By-Law 18, the aggregate maximum number of Options that may be granted to any one category/designation of employment of the Eligible Person shall be determined entirely at the discretion of the Nomination and Remuneration Committee.
- 6.2 The allocation to any Eligible Person who, either singly or collectively through persons connected with the Eligible Person, holds 20% or more of the total number of issued shares of the Company (excluding treasury shares, if any), shall not exceed 10% of the total number of new Shares to be issued under the Scheme.
- 6.3 Not more than 70% of the ESOS Options available under the Scheme shall be allocated in aggregate to the Director(s) and the Employee(s) who are senior management personnel of the companies within the Group.
- 6.4 Subject to By-Laws 6.2 and 6.3, the aggregate maximum number of Shares that may be offered to an Eligible Person under the Scheme shall be determined at the sole and absolute discretion of the Nomination and Remuneration Committee after taking into consideration, amongst others, the provisions of the Listing Requirements or other applicable regulatory requirements prevailing during the Duration of the Scheme relating to employees' and/or directors' share issuance schemes and after taking into consideration the performance, targets, position, annual appraised performance, seniority and length of service, contribution, category or grade of employment of the Eligible Person or such other matters which the Nomination and Remuneration Committee may in its sole and absolute discretion deem fit.

At the time an ESOS Offer is made, the Nomination and Remuneration Committee shall set out the basis of the allocation of the ESOS Offer(s) made to the Eligible Person(s) having the further particulars as set out in By-Law 7.3.

- 6.5 The Nomination and Remuneration Committee may make more than one ESOS Offer to an Eligible Person **PROVIDED THAT** the aggregate number of ESOS Offer so offered to an Eligible Person throughout the Duration of the Scheme does not exceed the Maximum Allowable Allocation of such Eligible Person.
- 6.6 The Company shall ensure that allocation of Shares pursuant to the Scheme is verified by the Audit Committee of the Company at the end of each financial year as being in compliance with the criteria for allocation of Shares which have been disclosed to the Employees and Directors.
- 6.7 For the avoidance of doubt, the Nomination and Remuneration Committee shall have sole and absolute discretion in determining whether the Shares available for vesting under the Scheme are to be offered to the Eligible Person via:

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- (a) one single ESOS Offer at a time determined by the Nomination and Remuneration Committee; or
- (b) several ESOS Offers, where the vesting of Options comprised in those ESOS Offers are staggered or made in several tranches at such times and on terms determined by the Nomination and Remuneration Committee,

provided always that the aggregate ESOS Options shall not exceed the Maximum Allowable Allocation at the time of the subsequent ESOS Option is made.

- 6.8 In the event the Nomination and Remuneration Committee decides that the ESOS Offer is to be staggered, the number of Shares to be offered in each ESOS Offer and the timing for the vesting of the same shall be decided by the Nomination and Remuneration Committee and each ESOS Offer shall be separate and independent from the others.
- 6.9 No Eligible Persons who are also member of the Nomination and Remuneration Committee, shall participate in the deliberation and discussion of their own respective allocations or allocations of the ESOS Options to persons connected with them.
- 6.10 In respect of an Eligible Person who is a Director, chief executive officer, major shareholder of the Company or a person connected with a Director, chief executive officer or major shareholder, the ESOS Offer and the specific allocation of ESOS Options granted under the Scheme must have been approved by the shareholders of the Company at a general meeting, and they shall not vote on the resolution approving their respective offer, allocation and allotment or any allocation to persons connected with them (if any).

PART III

7. ESOS OFFER

- 7.1 During the Duration of the Scheme, the Nomination and Remuneration Committee may at its discretion at any time from the Effective Date and from time to time make an ESOS Offer in writing for acceptance in accordance with this By-Law 7 to an Eligible Person based on the criteria for allocation as set out in By-Law 6 above and otherwise in accordance with the terms of this Scheme.
- 7.2 The actual number of ESOS Options which may be offered to any Eligible Person shall be at the discretion of the Nomination and Remuneration Committee, subject to the Maximum Allowable Allotment and any adjustments that may be made under By-Law 18. The number of Shares so awarded shall not be less than 100 Shares and shall always be in multiples of 100 Shares.
- 7.3 The Nomination and Remuneration Committee shall state the following particulars in the letter of an ESOS Offer:
 - (a) The number of ESOS Options that are being granted to the Eligible Person;
 - (b) The number of Shares which the Eligible Person shall be entitled to subscribe for upon the exercise of the ESOS Options being granted;
 - (c) The date of the ESOS Offer;
 - (d) The Option Period;
 - (e) The Exercise Price;
 - (f) The Vesting Conditions (if any/if applicable);

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- (g) The vesting date(s) (if any/if applicable);
 - (h) The granting of the ESOS Option(s) is staggered or single grant;
 - (i) The Offer Period as mentioned in By-Law 7.4;
 - (j) The basis of the allocation of the ESOS Offer(s) made having regard to the Eligible Person(s)' annual appraised performance, category or grade of employment, Maximum Allowable Allocation and such other information that the Nomination and Remuneration Committee may in its sole discretion deem fit; and
 - (k) Any other information deemed necessary by the Nomination and Remuneration Committee.
- 7.4 An ESOS Offer shall be valid for the duration of the Offer Period.
- 7.5 Without prejudice to By-Law 25, in the event of an error on the part of the Company in stating any of the particulars referred to in By-Law 7.3, the following provisions shall apply:
- (a) As soon as possible but in any event no later than one month after the discovery of the error, the Company shall issue a supplemental letter of ESOS Offer, stating the correct particulars referred to in By-Law 7.3;
 - (b) In the event that the error relates to particulars other than the Exercise Price, the Exercise Price applicable in the supplemental letter of ESOS Offer shall remain as the Exercise Price as per the original letter of ESOS Offer; and
 - (c) In the event that the error relates to the Exercise Price, the Exercise Price applicable in the supplemental letter of ESOS Offer shall be the Exercise Price applicable as at the date of the original letter of ESOS Offer, save and except with respect to any ESOS Options which have already been exercised as at the date of issue of the supplemental letter of ESOS Offer.
- 7.6 The Company shall keep and maintain at its own expenses, a register of Grantees and shall enter in that register the names and addresses of the Grantees, the Maximum Allowable Allocation, the number of ESOS Options offered, the number of ESOS Options exercised, the Date of Offer and the Exercise Price in accordance with Section 129 of the Act.
- 8. ACCEPTANCE OF ESOS OFFER AND VESTING CONDITIONS**
- 8.1 An ESOS Offer shall be accepted by an Eligible Person within the Offer Period by written notice to the Company accompanied by a payment to the Company of a nominal non-refundable consideration of RM1.00 only or such other amount as may be determined by the Nomination and Remuneration Committee for the grant of the ESOS Options (regardless of the number of Shares comprised therein).
- 8.2 If an ESOS Offer is not accepted in the manner set out in By-Law 8.1 above, the ESOS Offer shall automatically lapse upon the expiry of the Offer Period and be null and void and be of no further force and effect. The Shares comprised in such Options may, at the discretion of the Nomination and Remuneration Committee, be re-offered to other Eligible Persons.
- 8.3 The number of ESOS Options offered in the lapsed ESOS Offer shall be deducted from the Maximum Allowable Allocation or the balance of the Maximum Allowable Allocation of the Eligible Person, and the Eligible Person shall not be entitled to be offered the number of ESOS Options offered in the lapsed ESOS Offer, in any ESOS Offer made in the future. However, ESOS Options not taken up resulting from the non-acceptance of ESOS Offer within the Offer Period shall thereafter form part of the balance of ESOS Options available under the ESOS for future ESOS Offer.

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- 8.4 The Company shall within 30 calendar days of the acceptance of the ESOS Offer by the Eligible Person or such longer period as may be determined by the Nomination and Remuneration Committee, issue to the Eligible Person an Option Certificate in such form as may be determined by the Nomination and Remuneration Committee, for all valid acceptance of the ESOS Offer in accordance with the provisions of these By-Law.
- 8.5 The ESOS Options or such part thereof as may be satisfied in the ESOS Offer will only vest with the Grantee on the ESOS vesting date if the Vesting Conditions are fully and duly satisfied, including the following:
- (a) the Grantee remains an Eligible Person and shall not have given notice of resignation or received a notice of termination as at the ESOS vesting date or has otherwise ceased or had his/her employment terminated;
 - (b) the Grantee has not been adjudicated a bankrupt;
 - (c) the performance targets determined by the Nomination and Remuneration Committee are fully and duly satisfied; and/or
 - (d) any other conditions which are determined by the Nomination and Remuneration Committee.
- 8.6 The Nomination and Remuneration Committee shall have full discretion to determine whether any Vesting Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the Nomination and Remuneration Committee shall have the right to make reference to, amongst others, the audited financial results of the Company or the Group (as the case may be) and to take into account such factors as the Nomination and Remuneration Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, the right to amend and/or waive any Vesting Condition.
- 8.7 The Nomination and Remuneration Committee may cancel any ESOS Options awarded under this Scheme that has not been exercised and any unvested ESOS Options awarded under this Scheme. In the event of any such cancellation, the Nomination and Remuneration Committee may, at its discretion, authorise the granting of new ESOS Options (which may or may not cover the same number of Shares that had been the subject of any prior ESOS Option) in such manner, at such Exercise Price and subject to such terms, conditions and discretion as would have been applicable under this Scheme had the cancelled ESOS Options not been awarded.

9. EXERCISE OF ESOS OPTIONS

- 9.1 Each ESOS Option shall be exercisable into one Share, in accordance with the provisions of these By-Laws.
- 9.2 Subject to By-Laws 14, 19, 20, 21 and 22, a Grantee shall be allowed to exercise the ESOS Options granted to him/her (subject to By-Law 9.4) during the Duration of the Scheme as provided in these By-Laws whilst he/she is in the employment of the MTTSL Group and within the Option Period.
- 9.3 A Grantee shall exercise the Options granted to him/her in whole or part in multiples of 100 Shares. Notwithstanding anything herein to the contrary in the event of any alteration in the share capital of the Company during the Option Period in accordance with By-Law 18 which result in the number of Shares comprised in an Option not being in multiples of not less than 100, then the requirement that an Option shall be exercised in multiples of not less than 100 Shares shall not be applicable for the Grantee's final exercise of the Option.

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- 9.4 A Grantee shall exercise his/her ESOS Options in such form and manner as the Nomination and Remuneration Committee may prescribe or approve ("**Notice of Exercise**"), which will be attached to the letter of ESOS Offer. The procedure for the exercise of ESOS Options to be complied with by the Grantee shall be determined by the Nomination and Remuneration Committee from time to time. Any ESOS Options which remain unexercised at the expiry of the Option Period shall be automatically terminated and lapse without any claim against the Company.
- 9.5 Where an ESOS Option is exercised only in part, a new Option Certificate for the balance of the ESOS Options not exercised shall be issued accordingly by the Nomination and Remuneration Committee to the Grantee within thirty 30 days after receipt by the Company of the Notice of Exercise together with the requisite remittance.
- 9.6 Subject to By-Law 9.4, a Grantee shall exercise his/her ESOS Options by executing and delivering to the Company the Notice of Exercise, stating the number of ESOS Options to be subscribed and be accompanied with the remittance for the full amount of the subscription monies payable in respect thereof in Ringgit Malaysia in the form of a banker's draft or cashier's order drawn and payable in Malaysia or any other mode acceptable to the Nomination and Remuneration Committee for the full amount of the Exercise Price in relation to the number of Shares in respect of which the notice is given **PROVIDED THAT** the number of Shares stated therein shall not exceed the amount granted to such Grantees and be subject to By-Laws 9.2 and 9.3 above. The Nomination and Remuneration Committee may pursuant to By-Law 24 hereof, at any time and from time to time, before or after the ESOS Option is granted, limit the exercise of the ESOS Option to a maximum number of Shares and/or such percentage of total Shares comprised in the ESOS Option during such periods within the Option Period and impose any other terms and/or conditions deemed appropriate by the Nomination and Remuneration Committee in its sole discretion including amending or varying any terms and conditions imposed earlier. The exercise by a Grantee of some but not all of the ESOS Options which have been offered to and accepted by him/her shall not preclude the Grantee from subsequently exercising any other ESOS Options which have been or will be offered to and accepted by him/her, during the Option Period.
- 9.7 The Grantee shall provide all information as required in the Notice of Exercise. Within 8 Market Days of the receipt by the Company of such notice and payment, or such other period as may be prescribed by Bursa Securities, and subject to the Constitution, in the event that the Shares are delivered to the Grantee via issuance of new Shares, the Company shall allot and issue the relevant number of Shares to the Grantee and apply to Bursa Securities for the quotation for such new Shares arising from the exercise of the ESOS Options. The said Shares will be credited directly into the CDS Account of the Grantee or his/her financier, as the case may be, and a notice of allotment stating the number of Shares so credited will be issued to the Grantee. No physical share certificates will be issued to the Grantee or his/her authorised nominee (as the case may be).
- 9.8 The Group, the Board (including Directors that had resigned but were on the Board during the Option Period) and the Nomination and Remuneration Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities, gains or profits foregone, howsoever arising in the event of any delay on the part of the Company in allotting and issuing and/or transferring the Shares or in procuring Bursa Securities to list and quote the Shares subscribed for by a Grantee or any delay in receipt or non-receipt by the Company of the Notice of Exercise in respect of the ESOS Options or for any errors in any ESOS Offer.

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- 9.9 Any failure to comply with the procedures specified by the Nomination and Remuneration 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 Nomination and Remuneration Committee, and the Nomination and Remuneration Committee shall inform the Grantee of the rejection of the Notice of Exercise within 14 Market Days from the date of rejection and the Grantee shall be deemed to not have exercised his/her ESOS Options.
- 9.10 Every ESOS Options shall be subjected to the condition that no new Shares shall be issued and/or transferred pursuant to the ESOS Options if such issue would be contrary to any law, enactment, rule and/or regulation of any legislative or non-legislative body which may be in force during the Duration of the Scheme or such period as may be extended.

10. EXERCISE PRICE

Subject to any adjustments made under these By-Laws and pursuant to the Listing Requirements, the Exercise Price shall be –

- (a) in respect of the ESOS Option which is made in conjunction with the listing of the Company, the Final Retail Price; and
- (b) in respect of any ESOS Option which is made subsequent to the listing of the Company, as determined by the Nomination and Remuneration Committee and shall be based on the 5-day volume weighted average market price of the Shares immediately preceding date of the ESOS Option, with a discount of not more than 10%, if deemed appropriate, or such other percentage of discount as may be permitted by any prevailing guidelines issued by Bursa Securities or any other relevant authorities as amended from time to time during the Duration of the Scheme.

For the purposes of By-Law 10(a) above, “Final Retail Price” shall refer to the final price paid by the investors for the Shares issued by the Company under its retail offering pursuant to its initial public offering, as determined in the manner described in the Company’s prospectus for the said initial public offering.

The Exercise Price as determined in the manner set out above shall be conclusive and binding on the Grantees.

PART IV**11. NON-TRANSFERABILITY**

- 11.1 An ESOS Option is personal to the Grantee and subject to the provisions of By-Laws 11.2, 11.3 and 14.3, is exercisable only by the Grantee personally during his/her lifetime whilst he/she is in the employment of any company in the Group.
- 11.2 An ESOS Option shall not be transferred, assigned, disposed of or subject to any encumbrances by the Grantee save and except in the event of the death of the Grantee as provided under By-Law 14.8. Any such attempt to transfer, assign, dispose or encumber any ESOS Option shall result in the automatic cancellation of the ESOS Option.
- 11.3 Notwithstanding By-Law 11, in the event a Grantee is transferred to another company within the Group which has its own share issuance scheme, the Grantee shall be entitled to continue to exercise all unexercised ESOS Options granted under this Scheme, in accordance with these By-Laws, but such Grantee shall not upon such transfer taking effect be eligible to participate for further ESOS Options under the Scheme.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

12. RIGHTS ATTACHING TO SHARES AND ESOS OPTIONS

- 12.1 The new Shares to be allotted and issued upon the exercise of any ESOS Options granted under the Scheme will be subject to the provisions of the Constitution and will, upon allotment and issuance, rank *pari passu* in all respects with the then existing issued Shares of the Company (excluding treasury shares, if any), save and except that the Shares so allotted and issued will not be entitled to any dividends, rights, allotments or other distributions, which may be declared, made or paid to shareholders, the Entitlement Date of which is prior to the date of allotment and issuance of such new Shares.
- 12.2 The ESOS Options shall not carry any rights to vote at any general meeting of the Company. For the avoidance of doubt, a Grantee shall not in any event be entitled to any dividends, rights or other entitlements on his/her unexercised Options and/or unvested Shares. The new Shares allotted and credited into the Grantee's CDS Account upon the exercise of the ESOS Options would carry rights to vote at any general meeting of the Company, provided that the Grantee is registered on the Register of Depositors on the entitlement date as at the close of business to be entitled to attend and vote at the general meeting.
- 12.3 Fractional entitlements (if any) will be disregarded and shall be dealt with in such manner as the Board shall in its sole and absolute discretion think expedient in the interest of the Company.

13. RESTRICTION ON DEALING/RETENTION PERIOD

- 13.1 The Shares to be allotted and issued and/or transferred to a Grantee pursuant to the exercise of an Option under the Scheme may be subject to such reasonable retention period or restriction on transfer (if any/applicable) imposed/determined by the Nomination and Remuneration Committee at its discretion. The Company encourages Grantees to hold the Shares subscribed for by them for as long as possible although a Grantee or his/her financier, as the case may be, may sell the Shares subscribed for by the Grantee at any time after such Shares have been credited to the Grantee's or his/her financier's CDS Account. A Grantee should note that the Shares are intended for him/her to hold as an investment rather than for any speculative purposes and/or for the realisation of any immediate gain.
- 13.2 Notwithstanding the above, –
- (a) a Grantee who is a shareholder whose securities are subject to moratorium under Paragraph 2.01, Part I of the Equity Guidelines issued by the SC must not sell, transfer or assign his/her Shares obtained through the exercise of the Option offered to him/her pursuant to the Scheme in conjunction with the listing of the Company, within 6 months from the date of listing of the Company; and
 - (b) a Grantee who is a non-executive Director must not sell, transfer or assign his/her Shares obtained through the exercise of the Option offered to him/her pursuant to the Scheme, within one year from the date of the ESOS Offer or such other period as may be prescribed by Bursa Securities.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)**14. TERMINATION OF THE ESOS OFFERS**

14.1 Prior to the full vesting of any ESOS Option and/or the allotment or satisfaction by any other means of an ESOS Option in the manner as provided for under By-Law 25.2, such ESOS Options that remain unexercised or unsatisfied (as the case may be) shall be automatically terminated and cease or deemed to cease to be valid without any claim against the Group in the following circumstances:

- (a) termination or cessation of employment of the Grantee with the Group for any reason whatsoever, in which event the ESOS Options shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Company or any other member of the Group on the day the Grantee's employer accepts his/her notice of resignation or the Grantee's employer notifies the Grantee of termination of his/her employment or on the day the Grantee notifies his/her employer of his/her resignation or on the Grantee's last day of employment, whichever is the earlier;
- (b) bankruptcy of the Grantee, in which event the ESOS Options shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Group on the date a receiving order is made against the Grantee by a court of competent jurisdiction;
- (c) upon the happening of any other event which results in the Grantee being deprived of the beneficial ownership of the ESOS Options, in which event the ESOS Options shall be automatically terminated and cease or be deemed to cease to be valid without any claim against the Group on the date such event occurs;
- (d) winding up or liquidation of the Company, in which event the ESOS Options shall be automatically terminated and/or cease to be valid on the following date:
 - (i) in the case of a voluntary winding up, the date on which a provisional liquidator is appointed by the Company; or
 - (ii) in the case of an involuntary winding up, the date on which a petition for winding up is served on the Company; or
- (e) termination of the Scheme pursuant to By-Law 22.4, in which event the ESOS Options shall be automatically terminated and cease or cease to be valid without any claim against the Group on the Termination Date (as defined in By-Law 22.4); or
- (f) any other circumstances which are acceptable to the Nomination and Remuneration Committee subject to the approval and/or ratification by the Board,

whichever shall be applicable.

Upon the termination of the ESOS Options pursuant to By-Laws 14.1(a), (b), (c), (d), (e) or (f) above, the Grantee shall have no right to compensation or damages or any claim against the Company or any other member of the Group from any loss of any right or benefit or prospective right or benefit under the Scheme which he/she might otherwise have enjoyed, whether for wrongful dismissal or breach of contract or loss of office or otherwise howsoever arising from him/her ceasing to hold office or employment or from the suspension of his/her entitlement to the award of, acceptance or vesting of any ESOS Option or right to exercise his/her ESOS Option(s) or his/her ESOS Option ceasing to be valid.

14.2 A Grantee will be allowed to continue to hold and to exercise any unexercised Options held by him/her upon retirement on or after attaining normal retirement age.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 14.3 Notwithstanding By-Law 14.1 above, the Nomination and Remuneration Committee may at its discretion allow an Option to remain exercisable during the Option Period on such terms and conditions as it shall deem fit if the cessation of employment occurs as a result of:
- (a) ill-health, injury, physical or mental disability;
 - (b) retirement before attaining the normal retirement age with the consent of his/her employer;
 - (c) redundancy or voluntary separation scheme;
 - (d) transfer to any company outside the Group at the direction of the Company; or
 - (e) any other circumstance as may be deemed as acceptable to the Nomination and Remuneration Committee in its sole and absolute discretion.
- 14.4 Applications under By-Law 14.3 by a Grantee to the Nomination and Remuneration Committee for its approval to exercise his/her Options shall be made:
- (a) in a case where By-Law 14.3(a) is applicable, within one month after the Grantee notifies his/her employer of his/her resignation due to ill health, injury, physical or mental disability, the Grantee may exercise all his/her unexercised Options within the said one month period. In the event that no application is received by the Nomination and Remuneration Committee within the said period, any unexercised Options held by the Grantee at the expiry of the said period shall be automatically terminated;
 - (b) in a case where By-Laws 14.3(b) or (c) is applicable, within 6 month after the Grantee's last day of employment, the Grantee may exercise all his/her unexercised Options within the said 6 month period. In the event that no application is received by the Nomination and Remuneration Committee within the said period, any unexercised Options held by the Grantee at the expiry of the said period shall be automatically terminated; or
 - (c) in a case where By-Law 14.3(d) is applicable, the Grantee may exercise his/her unexercised Options within one month after he/she is notified, subject to the provisions of By-Law 9. Thereafter, any unexercised Options held by the Grantee at the expiry of the said period shall be automatically terminated.
- 14.5 In the event that a Grantee is notified that he/she will be retrenched or where he/she is given an offer by his/her employer as to whether he/she wishes to accept retrenchment upon certain terms, the Grantee may exercise his/her unexercised Options within one month after he/she receives such notice or accepts such offer, as the case may be, subject to the provisions of By-Law 9. Thereafter, any Option held by the Grantee at the expiry of the said period shall be automatically terminated.
- 14.6 The Nomination and Remuneration Committee shall consider applications under By-Law 14.3 on a case-by-case basis and may at its discretion approve or reject any application in whole or in part without giving any reasons therefor and may impose any terms and conditions in granting an approval. The decision of the Nomination and Remuneration Committee shall be final and binding. In the event that the Nomination and Remuneration Committee approves an application in whole or in part, the Grantee may exercise the Options which are the subject of the approval within the period so approved by the Nomination and Remuneration Committee and subject to the provisions of By-Law 9. Any Options in respect of which an application is rejected shall be automatically terminated on the date of termination stipulated in the relevant paragraph of By-Law 14.4 or on the date of the Nomination and Remuneration Committee's decision, whichever is the later.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 14.7 In the event that the Nomination and Remuneration Committee receives an application under By-Law 14.3 after the expiry of the relevant period under By-Law 14.4, the Nomination and Remuneration Committee shall take into account the reasons given by the Grantee for the delay in making the application, in exercising the Nomination and Remuneration Committee's discretion and powers under By-Law 14.6. In the event that the Nomination and Remuneration Committee approves the application in whole or in part, the Company shall make an ESOS Offer in respect of the unexercised Options which are the subject of approval to the Grantee and such Options offered, if accepted by the Grantee shall be exercisable:
- (a) only within the period of those Options which were terminated due to the Grantee's delay in making the application;
 - (b) in accordance with the provisions of By-Law 9 as applicable in respect of such terminated Options; and
 - (c) at the subscription price applicable in respect of such terminated Options.
- 14.8 In the event that a Grantee dies before the Date of Expiry and, at the date of death, holds any ESOS Options which are unexercised, the following provisions shall apply:
- (a) Such ESOS Options may be exercised by the personal or legal representative of the deceased Grantee ("**Representative**") within 12 months after the Grantee's death ("**Permitted Period**") or within the Date of Expiry, whichever expires first, subject to the approval of the Nomination and Remuneration Committee;
 - (b) In the event that the Date of Expiry occurs before the Permitted Period, any Options which have not been exercised by the Representative at the Date of Expiry shall be automatically terminated and the Representative shall not be entitled to apply for any extension of time for exercising such unexercised Options; and
 - (c) In the event that the Permitted Period expires before the Date of Expiry, the following provisions shall apply:
 - (i) The Representative may, at any time before the expiry of the Permitted Period, apply in writing to the Nomination and Remuneration Committee for an extension of the Permitted Period, stating the reasons as to why the extension is required. In the event no application is received by the Nomination and Remuneration Committee before the expiry of the Permitted Period, any Options which have not been exercised by the Representative at the expiry of the Permitted Period shall be automatically terminated.
 - (ii) The Nomination and Remuneration Committee shall consider such applications on a case-by-case basis and may at its discretion approve or reject an application in whole or in part without giving any reasons therefor and may impose any terms and conditions in granting an approval. The decision of the Nomination and Remuneration Committee shall be final and binding. In the event that the Nomination and Remuneration Committee approves an application in whole or in part, the Representative may exercise the Options which are the subject of the approval within such extension of the Permitted Period as is approved (which shall not exceed the Date of Expiry) and in accordance with the provisions of By-Law 9.4. Any ESOS Option in respect of which an application is rejected shall be automatically terminated at the expiry of the Permitted Period or on the date of the Nomination and Remuneration Committee's decision, whichever is the later.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- (iii) In the event that the Nomination and Remuneration Committee receives an application after the expiry of the Permitted Period, the Nomination and Remuneration Committee shall take into account the reasons given by the Representative for the delay in making the application, in exercising the Nomination and Remuneration Committee's discretion and powers under sub-paragraph (ii) above. In the event that the Nomination and Remuneration Committee approves an application in whole or in part, the Company shall make an ESOS Offer in respect of the Options which are the subject of the approval to the Representative and such Options shall be exercisable/vested -
 - (1) within such period as may be stipulated in the ESOS Offer which shall not exceed the Date of Expiry of those Options and/or Shares which were terminated pursuant to sub-paragraph (i) above;
 - (2) in accordance with the provisions of By-Law 9.4; and
 - (3) at the subscription price applicable in respect of the Options which were terminated pursuant to sub-paragraph (i) above.
- 14.9 The provisions of By-Law 14.7 and By-Law 14.8 constitute exceptions to the provisions of By-Law 5.1 and By-Law 11.
- 14.10 Notwithstanding anything to the contrary herein contained in these By-Laws, the Nomination and Remuneration Committee shall have the right, at its absolute discretion by notice in writing to that effect to the Grantee, to suspend the right of any Grantee who is being subjected to Disciplinary Proceedings (whether or not such Disciplinary Proceedings may give rise to a dismissal or termination of service of such Grantee or are found to have had no basis or justification) to exercise his/her ESOS Options pending the outcome of such Disciplinary Proceedings. In addition to this right of suspension, the Nomination and Remuneration Committee may impose such terms and conditions as the Nomination and Remuneration Committee shall deem appropriate at its sole and absolute discretion, on the Grantee's right to exercise his/her ESOS Options having regard to the nature of the charges made or brought against such Grantee, **PROVIDED ALWAYS** that:
 - (a) in the event such Grantee is found not guilty of the charges which gave rise to such Disciplinary Proceedings, the Nomination and Remuneration Committee shall reinstate the right of such Grantee to their ESOS Options;
 - (b) in the event the disciplinary proceedings result in a recommendation for the dismissal or termination of service of such Grantee, all unexercised and partially exercised ESOS Options of the Grantee shall immediately lapse and be null and void and of no further force and effect, without notice to the Grantee, upon pronouncement of the dismissal or termination of service of such Grantee notwithstanding that such recommendation, dismissal and/or termination of service may be subsequently challenged or disputed by the Grantee in any other forum;
 - (c) in the event the Grantee is found guilty but no dismissal or termination of service is recommended, the Nomination and Remuneration Committee shall have the right to determine at its absolute discretion whether or not the Grantee may continue to exercise his/her ESOS Options or any part thereof and if so, to impose such terms and conditions as it deems appropriate, on such exercise rights; and
 - (d) in the event that no decision is made and/or Disciplinary Proceedings are not concluded prior to the Date of Expiry, the ESOS Options of such Grantee shall immediately lapse on the Date of Expiry without notice,

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

and nothing herein shall impose any obligation on the Nomination and Remuneration Committee to enquire into or investigate the substantiveness and/or validity of such Disciplinary Proceeding(s) and the Nomination and Remuneration Committee shall not under any circumstances be held liable for any costs, losses, expenses, damages or liabilities, gains or profits foregone, arising from the Nomination and Remuneration Committee's exercise of or failure to exercise any of its rights under this By-Law 14.

15. INSPECTION OF THE AUDITED FINANCIAL STATEMENTS

All Grantees shall be entitled to inspect a copy of the latest annual audited financial statements of the Company, which shall be made available on Bursa Securities' website as well as the Company's website.

16. SCHEME NOT A TERM OF EMPLOYMENT

This Scheme shall not confer or be construed to confer on an Eligible Person any special rights or privileges over the Eligible Person's terms and conditions of employment in 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. The Scheme shall not form part of or constitute or be in any way construed as a term or condition of employment of any employee of the Group.

17. TAXES

For the avoidance of doubt, all other costs, fees, levies, charges and/or taxes (including, without limitation, income taxes) that are incurred by a Grantee pursuant to or relating to the exercise of any ESOS Options, and any holding or dealing of such Shares (such as (but not limited to) brokerage commissions and stamp duty) under the Scheme shall be borne by that Grantee for his/her own account and the Company shall not be liable for any one or more of such costs, fees, levies, charges and/or taxes.

PART V**18. ALTERATION OF SHARE CAPITAL AND ADJUSTMENTS**

- 18.1 In the event of any alteration in the capital structure of the Company during the Duration of the Scheme, whether by way of rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of Shares or reduction or any other alteration in the capital structure of the Company or otherwise howsoever, the Nomination and Remuneration Committee may, in its discretion, determine whether the Exercise Price and/or the number of unexercised ESOS Options shall be adjusted, and if so, the manner in which such adjustments should be made.
- 18.2 The provisions of this By-Law 18 shall not be applicable where an alteration in the capital structure of the Company arises from any of the following:
- (a) an issue of Shares pursuant to the exercise of ESOS Options under the Scheme;
 - (b) an issue of securities as consideration or part consideration for an acquisition of any other securities, assets or business;
 - (c) an issue of securities via a private placement (including an issuance of securities pursuant to Sections 75 or 76 of the Act);

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- (d) any special issuance of new Shares or other securities to Bumiputera investors nominated by the Malaysian government and/or any other relevant authority of the Malaysian government to comply with the Malaysian government's policy on Bumiputera capital participation;
 - (e) a restricted issue of securities;
 - (f) an issue of warrants, convertible loan stocks or other instruments by the Company which give a right of conversion into new Shares arising from the conversion of such securities; or
 - (g) a purchase by the Company of its own Shares of all or a portion of such Shares purchased pursuant to Section 127 of the Act.
- 18.3 Save as expressly provided for herein, the external auditors or Principal Adviser (acting as expert and not arbitrator) must confirm in writing that the adjustments are in their opinion fair and reasonable. The opinion of the external auditors or Principal Adviser shall be final, binding and conclusive.
- 18.4 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part III, Division 7 of the Act, By-Law 18.1 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 18.1 is applicable, but By-Law 18.1 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 18.1 is not applicable as described in By-Law 18.2.
- 18.5 An adjustment pursuant to By-Law 18.1 shall be made according to the following terms:
- (a) in the case of a rights issue, bonus issue or other capitalisation issue, on the next Market Day immediately following the Entitlement Date in respect of such issue; or
 - (b) in the case of a consolidation or subdivision of Shares or reduction of capital, on the next Market Day immediately following the date of allotment of shares of the Company in respect of such consolidation, subdivision or reduction becomes effective.
- 18.6 Upon any adjustment required to be made pursuant to this By-Law 18, the Company shall notify the Grantee (or his/her duly appointed personal representatives where applicable) in writing and deliver to him/her (or his/her duly appointed personal representatives where applicable) a statement setting out the Exercise Price or number of ESOS Options which are the subject of the adjusted ESOS Options and any adjustment shall take effect upon such written notification being given or such date as may be specified in such written notification.
- 18.7 In respect of the Options or the ESOS, any adjustment pursuant to this By-Law 18 shall be made in accordance with the following formula below, pursuant to By-Law 18.6:

(a) Consolidation, Subdivision, Conversion

If and whenever Shares shall be consolidated, subdivided or converted, the Exercise Price and/or the additional number of Options to be issued shall be adjusted, calculated or determined in the following manner:

$$\text{New Exercise Price} = S \times \left[\frac{P}{Q} \right]$$

$$\text{Additional number of Options} = T \times \left[\frac{Q}{P} \right] - T$$

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

Where:

P = the aggregate number of issued Shares immediately before such consolidation, subdivision or conversion;

Q = the aggregate number of issued Shares immediately after the consolidation, subdivision or conversion;

S = Existing Exercise Price; and

T = Number of existing Options held.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the date on which the consolidation, subdivision, conversion or reduction 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 or Reserves

If and whenever the Company shall make any issue of new Shares to ordinary shareholders, by way of bonus issue or capitalisation of profits or reserves of the Company (whether of a capital or income nature), the Exercise Price shall be adjusted in the following manner:

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

and the additional number of Options to be issued shall be calculated as follows:

$$\text{Additional number of Options} = T \times \left(\frac{A+B}{A} \right) - T$$

Where:

A = the aggregate number of issued Shares immediately before such bonus issue or capitalisation issue;

B = the aggregate number of Shares to be issued pursuant to any allotment to ordinary shareholders of the Company by way of bonus issue or capitalisation of profits or reserves of the Company (whether of a capital or income nature);

S = S as in By-Law 18.7(a); and

T = Number of existing Options held

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

(c) If and whenever the Company shall make:

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

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

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

then and in respect of each such case, the Exercise Price for ESOS Options shall be adjusted in the following manner:

$$\text{New Exercise Price} = S \times \left(\frac{C - D}{C} \right)$$

and in respect of the case referred to in By-Law 18.7(c)(2) hereof, the number of additional Options to be issued shall be calculated as follows:

$$\text{Additional number of Options} = T \times \left(\frac{C}{C - D^*} \right) - T$$

Where:

S = S as in By-Law 18.7(a) above;

T = T as in By-Law 18.7(b) above;

C = the prevailing market price of each Share on the Market Day immediately preceding the date on which the Capital Distribution (as defined below) 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 or (where appropriate) any relevant date as may be determined by the Company; and

D = (aa) in the case of an offer or invitation to acquire or subscribe for new Shares under By-Law 18.7(c)(2) above or for securities convertible into Shares or securities with rights to acquire or subscribe for new Shares under By-Law 18.7(c)(3) above, the value of rights attributable to one existing Share (as defined below); or

(bb) in the case of any other transaction falling within By-Law 18.7(c) hereof, the fair market value as determined by the external auditors or Principal Adviser of that portion of the Capital Distribution attributable to one existing Share.

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

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

Where:

C = C as in By-Law 18.7(c) hereof;

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

E = the subscription price for one additional Share under the terms of such offer or invitation to acquire or subscribe for Shares or subscription price of one Share upon conversion of the convertible securities or exercise of such rights to acquire or subscribe for one Share under the offer or invitation;

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

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

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

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

Where:

C = C as in By-Law 18.7(c) hereof;

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

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

For the purpose of By-Law 18.7(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 new Shares (not falling under By-Law 18.7(b) hereof) or other securities by way of capitalisation of profits or reserves of the Company (whether of a capital or income nature).

Any dividend charged or provided for in the audited financial statements of the Company for any period shall (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 statement of comprehensive income of the Company for any period as shown in the audited consolidated profit and loss accounts of the Company.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day (or such other period as may be prescribed by Bursa Securities) immediately following the Entitlement Date for such issue or the closing date for the acceptance of the rights, as the case may be, for such issue.

(d) Capitalisation of Profits/Reserves and Rights Issue of Shares or Convertible Securities

If and whenever the Company makes any allotment to its ordinary shareholders as provided in By-Law 18.7(b) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 18.7(c)(2) or (3) 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 Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = S \times \left(\frac{(G \times C) + (H \times I)}{(G + H + B) \times C} \right)$$

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

and where the Company makes any allotment to its ordinary shareholders as provided in By-Law 18.7(b) above and also makes any offer or invitation to its ordinary shareholders as provided in By-Law 18.7(c)(2) above and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the number of additional Options to be issued shall be calculated as follows:

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

Where:

B = B as in By-Law 18.7(b) above;

G = the aggregate number of issued Shares on the Entitlement Date;

C = C as in By-Law 18.7(c) above;

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

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

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

S = S as in By-Law 18.7 (a) above; and

T = T as in By-Law 18.7(b) above.

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day (or such other period as may be prescribed by Bursa Securities) immediately following the Entitlement Date for such issue or the closing date for the acceptance of the rights, as the case may be, for such issue.

(e) Rights Issue of Shares and 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 18.7(c)(2) above together with an offer or invitation to acquire or subscribe for securities convertible into new Shares or securities with rights to acquire or subscribe for Shares as provided in By-Law 18.7(c)(3) 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 Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = S \times \left(\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J) \times C} \right)$$

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

and the number of additional Options to be issued shall be calculated as follows:

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

Where:

G = G as in By-Law 18.7(d) above;

C = C as in By-Law 18.7(c) above;

H = H as in By-Law 18.7(d) above;

H* = H* as in By-Law 18.7(d) above;

I = I as in By-Law 18.7(d) above;

I* = I* as in By-Law 18.7(d) 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 exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional Share;

S = S as in By-Law 18.7(a) above; and

T = T as in By-Law 18.7(b) above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the Entitlement Date for the above transactions or the closing date for the acceptance of the rights, as the case may be, for such issue.

(f) Capitalisation of Profits/Reserves and Rights Issue of Shares and Convertible Securities

If and whenever the Company makes an allotment to its ordinary shareholders as provided in By-Law 18.7(b) above and also makes an offer or invitation to acquire or subscribe for Shares to its ordinary shareholders as provided in By-Law 18.7(c)(2) above, together with rights to acquire or subscribe for securities convertible into new Shares or with rights to acquire or subscribe for Shares as provided in By-Law 18.7(c)(3) above, and the Entitlement Date for the purpose of allotment is also the Entitlement Date for the purpose of the offer or invitation, the Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = S \times \left(\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J + B) \times C} \right)$$

and the number of additional Options to be issued shall be calculated as follows:

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

Where:

G = G as in By-Law 18.7(d) above;

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- C = C as in By-Law 18.7(c) above;
- H = H as in By-Law 18.7(d) above;
- H* = H* as in By-Law 18.7(d) above
- I = I as in By-Law 18.7(d) above;
- I* = I* as in By-Law 18.7(d) above
- J = J as in By-Law 18.7(e) above;
- T = T as in By-Law 18.7(b) above;
- S = S as in By-Law 18.7(a) above;
- K = K as in By-Law 18.7(e) above; and
- B = B as in By-Law 18.7(b) above.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day (or such other period as may be prescribed by Bursa) immediately following the Entitlement Date for the above transactions or the closing date for the acceptance of the rights, as the case may be, for such issue.

(g) Others

If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders and requiring an adjustment under By-Laws 18.7(c)(2), 18.7(c)(3), 18.7(d), 18.7(e) or 18.7(f) above) the Company shall issue either any Shares or any security convertible into new Shares or with rights to acquire or subscribe for Shares, and in any such case, the Total Effective Consideration per Share (as defined below) is less than 90% of the Average Price for one Share (as defined below) 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 Exercise Price shall be adjusted in the following manner:

$$\text{New Exercise Price} = S \times \left(\frac{L + M}{L + N} \right)$$

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;
- 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);
- 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 Shares, the maximum number (assuming no adjustments of such rights) of Shares issuable upon full conversion of such securities or the exercise in full of such rights; and
- S = S as in By-Law 18.7(a) above.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

For the purpose of this By-Law 18.7(g), “**Total Effective Consideration**” shall be determined by the Nomination and Remuneration Committee with the concurrence of the external auditors 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;
- (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 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 18.7(g), “**Average Price**” of a Share shall be the average market price of one 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.

For the purpose of By-Laws 18.7(c), (d), (e) and (f), the current market price in relation to one existing Share for any relevant day shall be the volume weighted average market price for the 5 consecutive Market Days before such date or during such other period as may be determined in accordance with any guidelines issued, from time to time, by the relevant authorities.

- 18.8 If an event occurs that is not set out in By-Law 18.7 or if the application of any of the formula set out in By-Law 18.7 to an event results in a manifest error or does not, in the opinion of the Nomination and Remuneration Committee, achieve for any reason whatsoever the desired result of preventing the dilution or enlargement of the Eligible Person's rights or providing a fair and reasonable entitlement, the Nomination and Remuneration Committee may effect an adjustment in such manner deemed appropriate by the Nomination and Remuneration Committee provided that the Eligible Persons shall be notified of the adjustment through an announcement to all Eligible Persons to be made in such manner deemed appropriate by the Nomination and Remuneration Committee.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 18.9 Notwithstanding the provisions of this By-Law 18, the Nomination and Remuneration Committee may exercise its discretion to determine whether any adjustments to the Exercise Price, the number of Options and/or Shares (as the case may be) be calculated on a different basis or date or should take effect on a different date or that such adjustments be made to the Exercise Price and/or the number of Options notwithstanding that no such adjustment formula has been explicitly set out in this By-Law 18.
- 18.10 Any adjustment to the Exercise Price shall be rounded down to the nearest RM0.01.
- 18.11 In the event that a fraction of a Share arises from the adjustments pursuant to this By-Law 18, the number of Shares comprised in an ESOS Offer shall automatically be rounded down to the nearest whole number.

19. TAKE-OVER OFFER, SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, ETC

In the event of:

- (a) a take-over offer being made for the Company through a general offer to acquire the whole of the issued share capital of the Company (or such part of the issued share capital not at the time owned by the person making the general offer ("**Offeror**") or any persons acting in concert with the Offeror);
- (b) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of Shares under the provisions of any statutes, rules and/or regulations applicable at that point of time and gives notice to the Company that it intends to exercise such right on a specific date; or
- (c) the court sanctioning a compromise or arrangement between the Company and its members for the purpose of, or in connection with, a scheme of arrangement and reconstruction of the Company under Subdivision 2 of Division 7 of Part III of the Act or its amalgamation with any other company or companies under the Act,

then the Nomination and Remuneration Committee may at its discretion to the extent permitted by law permit the vesting of the ESOS Options and the Grantee(s) will be entitled to, within such period to be determined by the Nomination and Remuneration Committee exercise all or any of his/her ESOS Options from the date of his/her receipt of the notice by the Company in respect of any of the events in paragraphs (a), (b) and (c) above. In the event that the Grantee elects not to so exercise some or all of the ESOS Options held by him/her, the unexercised ESOS Options shall be automatically terminated and lapse by the date prescribed and be null and void and of no further force and effect.

20. DIVESTMENT FROM THE GROUP, ETC

- 20.1 In the event that a company within the Group shall be divested from the Group, a Grantee who is employed by such company:
- (a) notwithstanding such divestment and subject to the provisions of By-Laws 9.2 and 14.1, will be entitled to continue to hold and to exercise all unexercised vested ESOS Options held by him/her within a period of 3 months from the date of completion of such divestment or within the Option Period, whichever expires first, and in accordance with the provisions of By-Law 9.4, failing which, the right of such Grantee to subscribe for that number of new Shares or any part thereof granted under such unexercised ESOS Options shall be automatically terminated upon the expiry of the relevant period; and
 - (b) shall no longer be eligible to participate for further ESOS Options under the Scheme as from the date of completion of such divestment, unless approved by the Nomination and Remuneration Committee in writing.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 20.2 For the purposes of By-Law 20.1, a company shall be deemed to be divested from the Group or disposed off from the Group in the event that the effective interest of the Company in such company is reduced from above 50% to 50% or below so that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act or such company ceases to form part of the Group for such reason(s) as determined by the Nomination and Remuneration Committee as its absolute discretion.

21. WINDING UP

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

PART VI**22. EFFECTIVE DATE, DURATION, TERMINATION AND EXTENSION OF SCHEME**

- 22.1 The Effective Date for the implementation of the Scheme shall be such date to be determined and announced by the Board following full compliance with all relevant requirements of the Listing Requirements, including the following:

- (a) submission of the final copy of the By-Laws to Bursa Securities together with a letter of compliance pursuant to Paragraph 2.12 of the Listing Requirements and a checklist showing compliance with Appendix 6E of the Listing Requirements (and/or such other documents as may be determined by Bursa Securities from time to time);
- (b) receipt of the approval or approval-in-principle, as the case may be, from Bursa Securities for the listing of and quotation for the new Shares to be issued pursuant to the Scheme;
- (c) receipt of shareholders' approval for the Scheme in a general meeting;
- (d) receipt of approvals of other relevant authorities (if any) for the ESOS, where applicable; and
- (e) fulfilment or waiver (as the case may be) of all conditions attached to the above-mentioned requirements, if any.

The Scheme shall be in force for a duration of 5 years from the Effective Date subject however to any extension of the Scheme as provided under By-Law 22.3 below. The date of expiry of the Scheme shall be at the end of the 5 years from the Effective Date or, if the Scheme shall be extended, shall be the date of expiry as so extended ("**Date of Expiry**"). Notwithstanding anything to the contrary, all ESOS Options shall lapse at 5.00 p.m. on the Date of Expiry.

- 22.2 The ESOS Offer can only be made during the Duration of the Scheme before the Date of Expiry.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 22.3 On or before the Date of Expiry, the Board shall have the discretion, without having to obtain the approvals or consents from the Grantees and/or 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 10 years from the Effective Date. In the event the Scheme is extended in accordance with this provision, the Nomination and Remuneration Committee shall furnish a written notification to all Grantees and the Company shall make the necessary announcements to Bursa Securities within 30 days prior to the expiry of the first 5 years or such other period as may be stipulated by Bursa Securities. For the avoidance of doubt, no further sanction, approval, consent or authorisation of the shareholders of the Company in a general meeting is required for any such extension.
- 22.4 Subject to compliance with the requirements of Bursa Securities and any other relevant regulatory authorities, the Board may at any time before the Date of Expiry, at its sole discretion without having to obtain the approvals or consents from the Grantees and/or the Company's shareholders, terminate the continuation of the Scheme by way of passing a board resolution upon the recommendation of the Nomination and Remuneration Committee.
- 22.5 The Company shall immediately upon the termination of the Scheme make an announcement to Bursa Securities. The announcement shall include:
- (a) the effective date of termination ("**Termination Date**");
 - (b) the number of Options exercised under the Scheme as at the Termination Date; and
 - (c) the reasons and justification for termination.
- 22.6 Subject to the approval of relevant authorities and compliance with the requirements of the relevant authorities (where applicable), the Company may implement more than one employee share scheme provided that the aggregate number of Shares available under all the employee share schemes implemented by the Company is not more than 15% of its total number of issued share capital (excluding treasury shares, if any) at any one time or any other limit in accordance with any prevailing guidelines issued by Bursa Securities or any other relevant authorities as amended from time to time.
- 22.7 In the event of termination as stipulated in By-Law 22.4 above, the following provisions shall apply:
- (a) no further ESOS Offers shall be made by the Nomination and Remuneration Committee from the Termination Date;
 - (b) all ESOS Offers which have yet to be accepted by Eligible Persons shall automatically lapse on the Termination Date;
 - (c) all ESOS Offers which have yet to be vested in the Eligible Persons shall automatically lapse on the Termination Date; and
 - (d) all outstanding ESOS Options which have yet to be exercised by Grantees and/or vested shall be automatically terminated on the Termination Date.

23. NO COMPENSATION FOR TERMINATION

No Eligible Persons shall be entitled to any compensation for damages arising from the termination of any ESOS Options or this Scheme pursuant to the provisions of these By-Laws. Notwithstanding any provisions of these By-Laws:

- (a) this Scheme shall not form part of any contract of employment between the Company or any company within the Group and any Eligible Person of any company of the Group.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

The rights of any Eligible Person under the terms of his/her office and/or employment with any company within the Group shall not be affected by his/her participation in the Scheme, nor shall such participation or the ESOS Offer or consideration for the ESOS Offer afford such Eligible Person any additional rights to compensation or damages in consequence of the termination of such office or employment for any reason;

- (b) this Scheme shall not confer on any person any legal or equitable right or other rights under any other theory of law (other than those constituting the ESOS Offer themselves) against the Company or any company of the Group, directly or indirectly, or give rise to any course of action in law or in equity or under any other theory of law against any company within the Group;
- (c) no Grantee or his/her Representative shall bring any claim, action or proceeding against any company of the Group, the Nomination and Remuneration Committee or any other party for compensation, loss or damages whatsoever and howsoever arising from the suspension/cancellation of his/her rights/exercise of his/her ESOS Options ceasing to be valid pursuant to the provisions of these By-Laws; and
- (d) the Company, the Board or the Nomination and Remuneration Committee shall in no event be liable to the Grantee or his/her personal or legal representative or any other person or entity for any third party claim, loss of profits, loss of opportunity, loss of savings or any punitive, incidental or consequential damage, including without limitation lost profits or savings, directly or indirectly arising from the breach or non-performance of these By-Laws or any loss suffered by reason of any change in the price of the Shares or from any other cause whatsoever whether known or unknown, contingent, absolute or otherwise, whether based in contract, tort, equity, indemnity, breach of warranty or otherwise and whether pursuant to common law, statute, equity or otherwise, even if any company of the Group, the Board or the Nomination and Remuneration Committee has been advised of the possibility of such damage.

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

24.1 Subject to the compliance with the Listing Requirements and any other relevant authorities, the Nomination and Remuneration Committee may at any time and from time to time recommend to the Board any additions, modifications or amendments to or deletions of these By-Laws as it shall at its discretion think fit. The approval of the shareholders of the Company in general meeting shall not be required in respect of additions or amendments to, or modifications and/or deletions of these By-Laws **PROVIDED THAT** no additions, modifications or amendments to or deletions of these By-Laws shall be made which will:

- (a) prejudice any rights which have accrued to any Grantee without the prior consent or sanction of that Grantee;
- (b) increase the number of Shares available under the Scheme beyond the maximum imposed by By-Law 4.1; or
- (c) alter any matter which are required to be contained in these By-Laws by virtue of the Listing Requirements to the advantage of the Eligible Person and/or Grantee,

without the prior approval of shareholders obtained at a general meeting, unless allowed otherwise by the provision of the Listing Requirements.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 24.2 For the purpose of complying with the provisions of the Listing Requirements, By-Laws 4, 5, 6, 8, 9, 10, 11, 12, 13, 18, 21 and 22 shall not be amended or altered in any way whatsoever for the advantage of Eligible Persons and/or Grantees without the prior approval of shareholders obtained at a general meeting and subject to any applicable laws.
- 24.3 Upon amending and modifying all or any of the provisions of the Scheme, the Company shall within 5 Market Days after the effective date of the amendments cause to be submitted to Bursa Securities the amended By-Laws and a confirmation letter that the said amendment and/or modification complies and does not contravene any of the provisions of the Listing Requirements in relation to the Scheme. In such event, the Company shall make all necessary announcements to Bursa Securities in respect of such amendments and/or modifications (where required).

PART VII**25. ADMINISTRATION AND TRUST**

- 25.1 The Scheme shall be administered by the Nomination and Remuneration Committee. The Nomination and Remuneration 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 Nomination and Remuneration Committee shall be final and binding.
- 25.2 In implementing the Scheme, the Nomination and Remuneration Committee may in its absolute discretion, after taking into consideration, amongst others, factors such as prevailing market price of the Shares, funding considerations and dilutive effects on the Company's capital base, future returns and cash requirements of the Group, decide that the Shares to be awarded under this Scheme shall be satisfied by any of the following methods:
- (a) issuance of new Shares;
 - (b) acquisition and transfer of existing Shares;
 - (c) any other methods as may be permitted by the Act, as amended from time to time and any re-enactment thereof; or
 - (d) a combination of any of the above.
- 25.3 For the purposes of facilitating the implementation and administration of the Scheme, the Company and/or the Nomination and Remuneration Committee may (but shall not be obliged to) establish a trust to be administered by trustee(s) consisting of such trustee appointed by the Company from time to time ("**Trustee**"), if required, for the purposes of subscribing for new Shares and/or acquiring existing Shares from the Main Market of Bursa Securities and transferring them to Grantees at such times as the Nomination and Remuneration Committee shall direct ("**Trust**"). To enable the Trustee to subscribe for new Shares and/or acquire existing Shares for the purpose of the Scheme and to pay expenses in relation to the administration of the Trust, the Trustee will, to the extent permitted by law, be entitled from time to time to accept funding and/or assistance, financial or otherwise, from the Company and/or its subsidiaries or any third party to subscribe for Shares on behalf of Grantees and to release the relevant net gains arising from the sale of the Shares from the exercise of the ESOS Options by a Grantee (after deducting the Exercise Price and the related transaction costs) to the relevant Grantee.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 25.4 The Trustee if and when a Trust is established shall administer the Trust in accordance with the terms of the trust deed to be entered into between the Company and the trustee constituting the trust ("**Trust Deed**"). For the purpose of administering the Trust, the Trustee shall do all such acts and things and enter into any transactions, agreements, deeds, documents or arrangements and make rules, regulations or impose terms and conditions or delegate part of its power relating to the administration of the Trust, as the Nomination and Remuneration Committee may in its sole and absolute discretion direct for the implementation and administration of the Trust.
- 25.5 The Company or Nomination and Remuneration Committee shall have power from time to time, at any time, to appoint or rescind/terminate the appointment of any Trustee as it deems fit in accordance with the provisions of the Trust Deed. The Nomination and Remuneration Committee shall have the power from time to time, at any time, to negotiate with the Trustee to amend the provisions of the Trust Deed.
- 25.6 Without limiting the generality of By-Law 25.1, the Nomination and Remuneration Committee may, for the purpose of administering the Scheme, do all acts and things, rectify any errors in an ESOS Offer, execute all documents and delegate any of its powers and duties relating to the Scheme as it may at its discretion consider to be necessary or desirable for giving effect to the Scheme.
- 25.7 The Board shall have power at any time and from time to time to approve, rescind and/or revoke the appointment of any person in the Nomination and Remuneration Committee as it shall deem fit.

26. DISPUTES

- 26.1 In case any dispute or difference shall arise between the Nomination and Remuneration Committee and an Eligible Person or a Grantee or in the event of an appeal by an Eligible Person, as the case may be, as to any matter of any nature arising hereunder, such dispute or appeal must have been referred to and received by the Nomination and Remuneration Committee during the Duration of the Scheme. The Nomination and Remuneration Committee shall then determine such dispute or difference by a written decision (without the obligation to give any reason therefor) given to the Eligible Person and/or Grantee, as the case may be, **PROVIDED THAT** where the dispute is raised by a member of the Nomination and Remuneration Committee, the said member shall abstain from voting in respect of the decision of the Nomination and Remuneration Committee in that instance.
- 26.2 In the event the Eligible Person or Grantee, as the case may be, shall dispute the same by written notice to the Nomination and Remuneration Committee within 14 calendar days of the receipt of the written decision, then such dispute or difference shall be referred to the Board, whose decision shall be final and binding in all respects, provided that any Director of the Company who is also in the Nomination and Remuneration Committee shall abstain from voting and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws. Under no circumstances shall a dispute or difference be brought to a court of law. 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 Nomination and Remuneration Committee shall be borne by such party.
- 26.3 Notwithstanding the foregoing provisions of By-Laws 26.1 and 26.2 above, matters concerning adjustments made pursuant to By-Law 18 shall be referred to external auditors of the Company or Principal Adviser, who shall act as experts and not as arbitrators and whose decision shall be final and binding in all respects.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

27. COSTS AND EXPENSES

All fees, costs and expenses incurred in relation to the Scheme including but not limited to the fees, costs and expenses relating to the issue and allotment and/or transfer of the Shares pursuant to the ESOS Options, shall be borne by the Company. Notwithstanding this, the Grantee shall bear any fees, costs and expenses incurred in relation to his/her acceptance and exercise of the ESOS Options under the Scheme.

28. CONSTITUTION

In the event of a conflict between any of the provisions of these By-Laws and the Constitution, the Constitution shall at all times prevail.

29. NOTICE

29.1 Subject to By-Law 29.5, 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/her address, such notice or request shall be deemed to have been received 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 by the recipient on the Market Day immediately following the day on which the electronic mail is sent or (in the case of communication by other digital means) on the Market Day immediately following the day on which such communication is effected or otherwise 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.

29.2 Where any notice which the Company or the Nomination and Remuneration Committee is required to give, or may desire to give, in relation to matters which may affect all the Eligible Persons or all the Grantee (as the case may be) pursuant to the Scheme, the Company or the Nomination and Remuneration Committee may give such notice through an announcement to all employees of the Group to be made in such manner deemed appropriate by the Nomination and Remuneration Committee (including via electronic media). Upon the making of such an announcement, the notice to be made under By-Law 29.1 shall be deemed to be sufficiently given, served or made to all affected Eligible Persons or Grantee, as the case may be.

29.3 Any notice/process required to be given to or served by the Board or the Nomination and Remuneration Committee to an Eligible Person and/or Grantee shall be deemed to be sufficiently given, served or made if it is given served or made by hand, by facsimile transmission and/or by letter sent via ordinary post addressed to the Eligible Person and/or Grantee at his/her place of employment, at his/her last facsimile transmission number known to the Company, or to his/her last-known address. Any notice/process served by hand, by facsimile, by post as aforesaid shall be deemed to have been received at the time when such notice (if by hand) is received and duly acknowledged, (if by facsimile transmission) is transmitted with a confirmed log print-out for the transmission indicating the date, time and transmission of all pages, and (if by post) on the day the letter containing the same is posted and in proving such service by post, it shall be sufficient to prove that the letter containing the notice or documents was properly addressed, stamped and posted.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 29.4 Any notice/process required to be given to or served upon the Board or the Nomination and Remuneration Committee by an Eligible Person and/or Grantee shall be given, served or made in writing and delivered by hand or by registered post to the registered office of the Company (or such other office or place which the Nomination and Remuneration Committee may have stipulated for this purpose). Any notice/process served by hand or post as aforesaid shall be deemed to have been received at the time when such notice (if by hand) is received and duly acknowledged and (if by post) 5 Market Days after postage.
- 29.5 Any ESOS Offer to be made and acceptances thereof, and normal correspondence (other than notice/process) under the Scheme ("**Normal Correspondence**") to be given to or served upon the Board or the Nomination and Remuneration Committee or the Eligible Person and/or the Grantee, as the case may be, shall be given, served or made in writing and delivered by electronic mail to such e-mail address specified by the Company (if to be given to or served upon the Board or the Nomination and Remuneration Committee) or to such e-mail address of the Eligible Person and/or Grantee provided to the Company (if to be given to or served upon the Eligible Person and/or Grantee) or such communication by other digital means as may be prescribed by the Board and/or Nomination and Remuneration Committee, and shall be deemed to have been received by the recipient (in the case of electronic mail) on the Market Day immediately following the day on which the electronic mail is despatched or (in the case of communication by other digital means) on the Market Day immediately following the day on which such communication is effected.
- 29.6 Notwithstanding By-Law 29.5, where any Normal Correspondence is required to be given by the Company or the Nomination and Remuneration Committee or the Trustee under these By-Laws in relation to matters which may affect any or all of the Eligible Persons and/or Grantees, the Company or the Nomination and Remuneration Committee may give the Normal Correspondence through an announcement to all employees of the Group to be made in such manner deemed appropriate by the Nomination and Remuneration Committee. Upon the making of such an announcement, the Normal Correspondence to be made under By-Law 29.5 shall be deemed to be sufficiently given, served or made to all affected Eligible Persons and/or Grantee.

30. SEVERABILITY

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

31. GOVERNING LAW AND JURISDICTION

- 31.1 These By-Laws shall be governed and construed in accordance with the laws of Malaysia and the Eligible Person and/or Grantee shall subject to the provisions of By-Law 26 submit to the exclusive jurisdiction of the courts of Malaysia in all matters connected with the obligations and liabilities of the parties hereto under or arising out of these By-Laws.
- 31.2 Any proceeding or action shall subject to the provisions of By-Law 26, be instituted or taken in Malaysia and the Eligible Person and/or Grantee irrevocably and unconditionally waives any objection on the ground of venue or forum non-convenience or any other grounds.

ANNEXURE E: BY-LAWS GOVERNING THE ESOS (Cont'd)

- 31.3 In order to facilitate the offer of any ESOS Offer (and/or the benefit thereof) under this Scheme, the Nomination and Remuneration Committee may provide for such special terms to the Eligible Persons who are employed by any corporation in the Group in a particular jurisdiction, or who are nationals of any particular jurisdiction, that is outside Malaysia, as the Nomination and Remuneration Committee may consider necessary or appropriate for the purposes of complying with differences in local law, tax, policy or custom of that jurisdiction. The Nomination and Remuneration Committee may further approve such supplements to or amendments, restatements or alternative versions of the Scheme as it may consider necessary or appropriate for such purposes without affecting the terms of the Scheme as in effect for any other purpose, and the secretary of the Company or any other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as the Scheme. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of this Scheme, as then in effect unless this Scheme has been amended to eliminate such inconsistency. Notwithstanding the above, any ESOS Offer offered to such Eligible Person pursuant to the Scheme shall be valid strictly in Malaysia only unless specifically mentioned otherwise by the Nomination and Remuneration Committee in the ESOS Offer.
- 31.4 No action has been or will be taken by the Company to make an ESOS Offer valid in any country or jurisdiction other than Malaysia or to ensure compliance of the ESOS Offer with all applicable laws and regulations in any other country or jurisdiction other than Malaysia. No action has or will be taken also by the Company to ensure compliance by the Eligible Person to whom an ESOS Offer is offered, with all applicable laws and regulations in such other country or jurisdiction in which the Eligible Person accepts the ESOS Offer or will exercise the ESOS Option.
- 31.5 Any Eligible Person to whom an ESOS Offer is offered is required to ensure that they comply with all applicable laws and regulations in each country or jurisdiction in or from which they accept the ESOS Offer or exercise the ESOS Option. By their acceptance of an ESOS Offer, each Grantee has represented, warranted and agreed that they have and will continue to observe all applicable laws and regulations in the jurisdiction in which they accept the ESOS Offer and/or will exercise the ESOS Option.