

14. ADDITIONAL INFORMATION

14.1 EXTRACTS OF OUR CONSTITUTION

The following provisions are extracted from our Constitution and are qualified in its entirety by the remainder provisions of our Constitution and by applicable law.

The words, terms and expressions appearing in the following provisions shall bear the same meanings used in our Constitution unless they are otherwise defined herein or the context otherwise requires.

(i) Remuneration of Directors

The provisions in our Constitution dealing with remuneration, voting and borrowing power of our Directors are as follows:

Clause 108 - Remuneration

"The fees and any benefits payable to the Directors shall be such fixed sum as shall from time to time be determined by an Ordinary Resolution of the Company and shall be subject to annual shareholder approval in general meeting be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such fees are payable shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office PROVIDED ALWAYS that:

- (a) fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;
- (b) salaries payable to executive Directors may not include a commission on or percentage of turnover;
- (c) fees and any benefits payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting; and
- (d) any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter."

Clause 109 - Reimbursement and special remuneration

"109.1 The Directors shall be entitled to be reimbursed for all travelling or such other reasonable expenses as may be incurred in attending and returning from meetings of the Board or of any committee of the Directors or general meetings or otherwise howsoever in connection with or about the business of the Company in the course of performance of their duties as Directors.

109.2 If by arrangement with the Directors, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular without limiting to the generality of the foregoing if any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Directors may pay him special remuneration, in addition to his Director's fees, and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged subject to any other provisions of this Constitution."

Clause 141 - Remuneration of Managing Director and Executive Director

"The remuneration of the Managing Director and/or Executive Directors may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes, but such remuneration shall not include a commission on or percentage of turnover."

14. ADDITIONAL INFORMATION (CONT'D)**(ii) Directors' voting powers****Clause 128 - Declaration of interest and restriction of voting**

"A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract or arrangement with the Company, shall declare the nature of his interest in accordance with the provisions of the Act and shall not vote or participate in any discussion in respect of any contract or proposed contract or arrangement and shall be counted only to make the quorum present at the meeting of the Board.

This Clause shall not apply to:-

- (a) any arrangement for giving any Director any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiaries; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of a security."

Clause 130 - Directors appointed at a meeting to hold other office to be counted in the quorum / relaxation of voting restriction

"A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is to be appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the terms of any such appointment or arrangements as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms thereof."

Clause 132 - Director's interest in corporation promoted by Company

"A Director of the Company may be or become a director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation which is directly and indirectly interested in the Company as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a director or officer of or from his interest in such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the directors or other officers of such corporation), and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or is about to be appointed a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in the manner aforesaid."

14. ADDITIONAL INFORMATION (CONT'D)**(iii) Directors' borrowing powers****Clause 113 - Directors' borrowing powers**

"Subject to the Act and Listing Requirements, the Directors may from time to time at their discretion raise or borrow for the purpose of the Company such sums of money as they think proper and may also raise or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including uncalled capital, or by means of charges, mortgages, bonds and dispositions in security or bonds or cash deposit, with or without power of sale, and upon such other terms and conditions as the Directors shall think fit."

(iv) Variation of rights**Clause 20 - Alteration of Class Rights**

"Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of the class), either with the consent in writing of the holders of three-quarters (3/4) of the issued shares of the class within two (2) months of the meeting, or with the sanction of any Special Resolution passed at a separate general meeting of such holders (but not otherwise), be modified or abrogated, and may be so modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, and such consent or resolution shall be binding upon all the holders of shares of the class. To every such separate general meeting, all the provisions of this Constitution relating to general meetings or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third (1/3) of the issued shares of such class (excluding treasury shares) (but so that if an adjourned meeting of such holders, a quorum as defined above is not present, those Members who are present shall be a quorum), that any holder of shares of the class present in person or by proxy may demand a poll, and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively. To every such Special Resolution, the provisions of Section 292 of the Act shall, with such adaptations as are necessary, apply."

(v) Alteration of capital**Clause 59 - Alteration of Capital**

"59.1 Subject to the provisions of the Act and the Listing Requirements, the Company may by Ordinary Resolution:

- (a) consolidate and divide all or any of its share capital, such that the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- (b) subdivide its shares or any of its shares, such that whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- (c) subject to the provisions of this Constitution and the Act, convert and/or reclassify any class of shares into another class of shares; and/or
- (d) cancel any shares which, at the date of the passing of the resolution, have been forfeited, have not been taken or agreed to be taken by any persons and diminish the amount of its share capital by the amount of the shares so cancelled.

14. ADDITIONAL INFORMATION (CONT'D)

59.2 The Company may by Special Resolution reduce its share capital in any manner permitted or authorised under and in compliance with the Act."

(vi) Transfer of Securities**Clause 44 - Transfer of securities**

"Subject to the restriction imposed by this Constitution, the Listing Requirements, the Central Depositories Act and the Rules (with respect to transfer of Deposited Security), the transfer of any listed Security or class of listed Security in the Company shall be by way of book entry by the Depository in accordance with the Rules and notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed Securities."

(vii) Rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and rights**Clause 21 - Ranking of class rights**

"The rights conferred upon the holders of the shares of any class with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith."

Clause 85(a) - Members' vote

"Subject to Clause 65 above and any rights or restrictions for the time being attached to any class or classes of shares, at meetings of Members or classes of Members, each Member shall be entitled to be present and to vote at any general meeting of the Company either personally or by proxy or by attorney and to be reckoned in a quorum in respect of shares upon which all calls due to the Company have been paid."

Clause 85(b) - Proxy's vote

"A proxy shall be entitled to vote on a show of hands on any question at any general meeting."

Clause 85(c) - Number of votes

"Subject to any special rights or restrictions as to voting attached to any class or classes of shares by or in accordance with this Constitution, on a show of hands a holder of ordinary shares or preference shares who is present as a Member or a Member's representative or proxy or attorney and entitled to vote shall be entitled to one (1) vote on any question at any general meeting; and in the case of a poll every Member present in person or by proxy or by attorney or other duly authorised representative shall have one (1) vote for every share held by him. A person entitled to more than one (1) vote need not use all his votes or cast all the votes he uses on a poll in the same way."

14. ADDITIONAL INFORMATION (CONT'D)

Clause 153 - Distribution of dividends

"The Directors may authorise a distribution of dividend at such time and in such amount as the Directors consider appropriate, if the Directors are satisfied that the Company will be solvent immediately after the distribution is made. In the event, after a distribution is authorised and before it is made, the Directors cease to be satisfied on reasonable grounds that the Company will be solvent immediately after the distribution is made, the Directors shall take all necessary steps to prevent the distribution from being made. No higher dividend shall be paid than is authorised by the Directors, and the declaration of the Directors as to the distribution shall be conclusive.

If at any time the share capital of the Company is divided into different classes the Directors may pay such dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Directors act bona fide they shall not incur any responsibility to the holder of shares conferring any preferential rights for any damage that they may suffer by reason of the payment of a dividend on any shares having deferred or non-preferential rights. The Directors may also pay half-yearly or at other suitable intervals to be determined by them any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify the payment."

14.2 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS

As our Shares are proposed for quotation on the Official List, such Shares must be prescribed as shares required to be deposited with Bursa Depository. Upon such prescription, a holder of our Shares must deposit his/her Shares with Bursa Depository on or before the date is fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a depositor by means of entries in the securities account of that depositor.

A depositor whose name appears in the Record of Depositors maintained by Bursa Depository in respect of our Shares shall be deemed to be our shareholder and shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Shares.

14.3 LIMITATION ON THE RIGHT TO HOLD SECURITIES AND/OR EXERCISE VOTING RIGHTS

Subject to Section 14.2 above, there is no limitation on the right to own our Shares, including any limitation on the right of non-resident or foreign shareholders to hold or exercise voting rights on our own Shares, which is imposed by Malaysian law or by our Constitution.

14.4 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than 6 months after the date of issue of this Prospectus.
- (ii) As at the date of this Prospectus, we have only 1 class of shares, namely ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.

14. ADDITIONAL INFORMATION (CONT'D)

- (iii) Save as disclosed in this Prospectus, no shares, stocks, or debentures of our Company have been issued or proposed to be issued as fully or partly paid-up in cash or otherwise, within 2 years immediately preceding the date of this Prospectus.
- (iv) None of the share capital of our Company or our subsidiaries is under option or agreed conditionally or unconditionally to be put under option as at the date of this Prospectus.
- (v) Save for the Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.1.1(ii) of this Prospectus and subject to our Listing as disclosed in Section 4 of this Prospectus, there is currently no other scheme involving our Directors and employees in the share capital of our Company or our subsidiaries.
- (vi) As at the date of this Prospectus, neither our Company nor our subsidiaries have any outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in this Prospectus, and save as provided for under our Constitution and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in any of our Company or our subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.5 PUBLIC TAKE-OVERS

None of the following has occurred during the last financial year up to the LPD:

- (i) public take-over offers by third parties in respect of our Shares; and
- (ii) public take-over offers by us in respect of other company's shares.

14.6 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION**14.6.1 Malaysia**

All corporations in Malaysia are required to adopt a single-tier dividend. All dividends distributed by Malaysian resident companies under a single-tier dividend are not taxable. Further, the Government does not levy withholding tax on dividends payment. Therefore, there is no withholding tax imposed on dividends paid to non-residents by Malaysian companies. There is no Malaysian capital gains tax arising from the disposal of listed shares.

With effect from 1 January 2025, annual dividend income exceeding RM100,000 received by individual shareholders, whether resident or non-resident, including those holding shares through nominees, with certain exemptions, are subject to a 2.0% Malaysian income tax on the chargeable dividend income.

14.6.2 Singapore

Currently, there are no general exchange control restrictions in Singapore that may affect the following:

- (i) the repatriation or export of capital, including the availability of cash and cash equivalents for use by Synerchem (S) and Bestari (S); and
- (ii) the remittance of dividends, interest or other payments to non-resident holders for securities of Synerchem (S) and Bestari (S).

14. ADDITIONAL INFORMATION (CONT'D)

Currently, Singapore operates a “One-Tier” Corporate Income Tax System. As Synerchem (S) and Bestari (S) are tax residents in Singapore, dividends paid by Synerchem (S) and Bestari (S) will generally constitute dividends paid by Singapore resident companies under the Singapore’s one-tier system. Accordingly, such dividend should not be subject to Singapore withholding tax, whether the shareholders receiving the dividends are resident or non-resident in Singapore for income tax purposes.

In addition, under this one-tier system, the income tax payable in respect of taxable corporate profits is the final tax and Synerchem (S) and Bestari (S) can pay tax exempt (one-tier) dividends which are tax exempt in the hands of the shareholder (except co-operatives), regardless of the tax residence status or the legal form of the shareholder.

14.7 MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any other material contract, which is not in the ordinary course of our business, during the Financial Years Under Review up to the date of this Prospectus:

- (i) share sale agreement dated 10 April 2026 entered into among our Company, Lai Kok Siong and Lew Tai @ Kong Lew Tai for the purchase of the entire equity interest in Bestari Sales for a total purchase consideration of RM2,755,220 to be satisfied via the issuance of 27,552,200 new Shares at an issue price of RM0.10 per Share;
- (ii) share sale agreement dated 10 April 2026 entered into among our Company, Lai Kok Siong and Lew Tai @ Kong Lew Tai for the purchase of the entire equity interest in Bestari (S) for a total purchase consideration of RM10 to be satisfied via the issuance of 100 new Shares at an issue price of RM0.10 per Share;
- (iii) share sale agreement dated 10 April 2026 entered into among our Company, Lai Kok Siong and Lew Tai @ Kong Lew Tai for the purchase of the entire equity interest in Synerchem Engineering for a total purchase consideration of RM3,628,080 to be satisfied via the issuance of 36,280,800 new Shares at an issue price of RM0.10 per Share;
- (iv) share sale agreement dated 10 April 2026 entered into among our Company, Lai Kok Siong and Lew Tai @ Kong Lew Tai for the purchase of the entire equity interest in Synerchem Food Processing for a total purchase consideration of RM22,635,860 to be satisfied via the issuance of 226,358,600 new Shares at an issue price of RM0.10 per Share;
- (v) share sale agreement dated 10 April 2026 entered into among our Company, Lai Kok Siong and Lew Tai @ Kong Lew Tai for the purchase of the entire equity interest in Synerchem Ingredients for a total purchase consideration of RM8,273,770 to be satisfied via the issuance of 82,737,700 new Shares at an issue price of RM0.10 per Share;
- (vi) share sale agreement dated 10 April 2026 entered into among our Company, Lai Kok Siong and Gabriel Lai Yung-Yao for the purchase of the entire equity interest in Synerchem Services for a total purchase consideration of RM10 to be satisfied via the issuance of 100 new Shares at an issue price of RM0.10 per Share;
- (vii) share sale agreement dated 10 April 2026 entered into between our Company and Lai Kok Siong for the purchase of the entire equity interest in Synerchem (S) for a total purchase consideration of RM10 to be satisfied via the issuance of 100 new Shares at an issue price of RM0.10 per Share; and
- (viii) Underwriting Agreement. Further details of the Underwriting Agreement are set out in Section 4.6 of this Prospectus.

14. ADDITIONAL INFORMATION (CONT'D)

14.8 MATERIAL LITIGATION

As at the LPD, our Group is not engaged in any material litigation, claim or arbitration, either as plaintiff or defendant, and our Directors confirm that there are no proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect our financial or business position.

14.9 CONSENTS

The written consents of our Principal Adviser, Sole Underwriter, Sole Placement Agent, Solicitors, Issuing House, Share Registrar and Company Secretaries as set out in the Corporate Directory of this Prospectus for the inclusion in this Prospectus of their names and all references thereto in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of our Auditors and Reporting Accountants for the inclusion of their name, Accountants' Report and Reporting Accountants' Report on the Compilation of Pro Forma Combined Statements of Financial Position, and all references thereto in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

The written consent of our Independent Business and Market Research Consultants for the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

14.10 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office at Level 7, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur during normal business hours for a period of at least 6 months from the date of issue of the Prospectus:

- (i) our Constitution;
- (ii) the audited financial statements of Bestari Food for the financial period from incorporation to 31 December 2025 as well as Bestari Sales, Bestari (S), Synerchem Engineering, Synerchem Food Processing, Synerchem Ingredients, Synerchem Services and Synerchem (S) for the Financial Years Under Review;
- (iii) the IMR Report as set out in Section 8 of this Prospectus;
- (iv) the Reporting Accountants' Report on the Compilation of Pro Forma Combined Statements of Financial Position as set out in Section 12.8 of this Prospectus;
- (v) Accountants' Report as set out in Section 13 of this Prospectus;
- (vi) our material contracts referred to in Section 14.7 of this Prospectus; and
- (vii) the letters of consent given by parties as disclosed in Section 14.9 of this Prospectus.

14. ADDITIONAL INFORMATION (CONT'D)

14.11 RESPONSIBILITY STATEMENTS

Our Directors, Promoters and Offeror have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information contained in this Prospectus. Having made all reasonable enquiries, and to the best of their knowledge and belief, they confirm that there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.

RHB Investment Bank, being our Principal Adviser, Sole Underwriter and Sole Placement Agent in relation to our IPO, acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning our IPO.

[The rest of this page is intentionally left blank]