

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

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

Bursa Malaysia Securities Berhad ("**Bursa Securities**") takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.

This Circular has been reviewed by Alliance Islamic Bank Berhad, the Principal Adviser to Privasia Technology Berhad ("**Privasia Technology**" or the "**Company**") for the Proposed ESOS and Proposed Allocation (as defined herein).



**PRIVASIA TECHNOLOGY BERHAD**  
(Registration No.200801023769 (825092-U))  
(Incorporated in Malaysia)

**CIRCULAR TO SHAREHOLDERS IN RELATION TO THE**

- I. PROPOSED ESTABLISHMENT OF AN EMPLOYEES' SHARE OPTION SCHEME ("ESOS") OF UP TO 10% OF THE TOTAL NUMBER OF ISSUED SHARES OF THE COMPANY (EXCLUDING TREASURY SHARES, IF ANY) FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF THE COMPANY AND ITS SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES, IF ANY) ("PROPOSED ESOS"); AND**
- II. PROPOSED ALLOCATION OF ESOS OPTIONS TO THE ELIGIBLE DIRECTORS OF THE COMPANY PURSUANT TO THE PROPOSED ESOS ("PROPOSED ALLOCATION")**

**TO BE TABLED AS SPECIAL BUSINESS AT THE COMPANY'S SEVENTEENTH (17<sup>TH</sup>) ANNUAL GENERAL MEETING**

**Principal Adviser**



**ALLIANCE ISLAMIC BANK**

**Alliance Islamic Bank Berhad** 200701018870 (776882-V)

The Proposed ESOS and Proposed Allocation will be tabled as Special Business at the Seventeenth (17<sup>th</sup>) Annual General Meeting ("**AGM**") of Privasia Technology to be conducted at C-21-02, 3 Two Square, No. 2, Jalan 19/1, 46300 Petaling Jaya, Selangor on Thursday, 26 June 2025 at 10.00 a.m. or at any adjournment thereof. The Notice of the 17<sup>th</sup> AGM of Privasia Technology together with the accompanying Proxy Form for the AGM are enclosed together in the Annual Report 2024 issued by the Company.

If you are unable to attend and vote at the 17<sup>th</sup> AGM, you may complete the Proxy Form and deposit it at the Privasia Technology's Share Registrar office in the following manner not less than 48 hours before the time appointed for holding the meeting i.e. latest by Tuesday, 24 June 2025 at 10.00 a.m or adjournment thereof, or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll or at any adjournment thereof:-

- a) by hand or post, at the office of Boardroom Share Registrars Sdn Bhd, 11<sup>th</sup> Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia. Any alteration to the instrument of proxy must be initialled; or
- b) by electronic means through the Boardroom Smart Investor Portal at <https://investor.boardroomlimited.com>. (Kindly refer to the Administrative Guide for the procedures on electronics lodgement of the proxy form).

Last day, date and time for lodging the Proxy Form : Tuesday, 24 June 2025 at 10.00 a.m

Date and time of the AGM : Thursday, 26 June 2025 at 10.00 a.m, or at any adjournment thereof

**This Circular is dated 30 April 2025**

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## DEFINITIONS

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

<b>5D-VWAMP</b>	: 5-day volume weighted average market price
<b>Act</b>	: Companies Act, 2016 of Malaysia, as amended from time to time including any re-enactment thereof
<b>AGM</b>	: Annual General Meeting
<b>AIS or the Principal Adviser:</b>	Alliance Islamic Bank Berhad (Registration No. 200701018870 (776882-V))
<b>Board</b>	: Board of Directors of Privasia Technology
<b>Bursa Securities</b>	: Bursa Malaysia Securities Berhad (Registration No. 200301033577 (635998-W))
<b>By-Laws</b>	: By-Laws governing the Proposed ESOS as amended, modified and supplemented from time to time, a copy of the draft By-Laws which is enclosed in Appendix I of this Circular
<b>Circular</b>	: This circular to the shareholders of Privasia Technology dated 30 April 2025 in relation to the Proposals
<b>Constitution</b>	: The Constitution of Privasia Technology
<b>Date of Offer</b>	: The date on which an Offer is made by the ESOS Committee to an Eligible Person to participate in the Proposed ESOS
<b>Effective Date</b>	: The effective date of the Proposed ESOS, being the date of full compliance with all relevant requirements of the Listing Requirements in relation to the Proposed ESOS
<b>Director(s)</b>	: The Director(s) of Privasia Technology shall have the same meaning given in subsection 2(1) of the Capital Markets and Services Act 2007 and Section 2(1) of the Act
<b>Eligible Person(s)</b>	: Any eligible Directors and employees of Privasia Technology Group (excluding dormant subsidiaries, if any) who fulfil the criteria of eligibility for participation in the Proposed ESOS as set out in the By-Laws
<b>EPS</b>	: Earnings per share
<b>ESOS</b>	: Employees' Share Option Scheme
<b>ESOS Committee</b>	: A committee comprising Directors and/or officers of Privasia Technology to be appointed and authorised by the Board from time to time to implement and administer the Proposed ESOS in accordance with the By-Laws
<b>ESOS Option(s)</b>	: The right of a Grantee to subscribe for each new Privasia Technology Shares at the Exercise Price pursuant to the Offer in the manner indicated in the By-Laws
<b>Exercise Price</b>	: The price at which a Grantee is entitled to subscribe for new Privasia Technology Shares upon the exercise of the ESOS Options

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**DEFINITIONS (CONT'D)**

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<b>FYE</b>	:	Financial year ended
<b>Grantee(s)</b>	:	An Eligible Person (save for an Eligible Person who is a non-executive Director) who has accepted the Offer in accordance with the Proposed ESOS
<b>Listing Requirements</b>	:	ACE Market Listing Requirements of Bursa Securities
<b>LPD</b>	:	18 April 2025, being the latest practicable date prior to the printing of this Circular
<b>LTD</b>	:	14 March 2025, being the last trading day prior to the initial announcement of the Proposals on 17 March 2025
<b>MFRS 2</b>	:	Malaysian Financial Reporting Standards 2 on Share-based Payment
<b>NA</b>	:	Net assets
<b>Offer</b>	:	An offer made in writing for a certain number of ESOS Options, at the sole and absolute discretion of the ESOS Committee to an Eligible Person
<b>Privasia Technology or the Company</b>	:	Privasia Technology Berhad (Registration No. 200801023769 (825092-U))
<b>Privasia Technology Group or the Group</b>	:	Privasia Technology and its subsidiary companies, collectively
<b>Privasia Technology Share(s) or Share(s)</b>	:	Ordinary share(s) in Privasia Technology
<b>Proposals</b>	:	The Proposed ESOS and the Proposed Allocation, collectively
<b>Proposed Allocation</b>	:	Proposed allocation of ESOS Options to the eligible Directors of the Company pursuant to the Proposed ESOS
<b>Proposed ESOS</b>	:	Proposed establishment of an ESOS of up to 10% of the total number of issued shares of the Company (excluding treasury shares, if any) for the eligible Directors and employees of the Company and its subsidiaries (excluding dormant subsidiaries, if any)
<b>RM and sen</b>	:	Ringgit Malaysia and sen, respectively, being the lawful currency of Malaysia
<b>Senior Management</b>	:	An employee of the Group (excluding dormant subsidiaries, if any) holding the position of manager and above or assumed the role of a team leader in a department of the Group (excluding dormant subsidiaries, if any) and shall be subject to any other criteria to be determined by the ESOS Committee from time to time

All references to “Privasia Technology” or the “Company” in this Circular are to Privasia Technology Berhad and references to “Privasia Technology” or the “Group” are to the Company and its subsidiaries. All references to “we”, “us”, “our” and “ourselves” are to the Company, and where the context otherwise requires, the Group. All references to “you” in this Circular are to the shareholders of the Company.

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**DEFINITIONS (CONT'D)**

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Words incorporating the singular shall, where applicable, include the plural and vice versa. Words incorporating the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Any reference to persons shall include a corporation, unless otherwise specified.

Any reference in this Circular to any statutes, rules, regulations, enactments or rules of the stock exchange or guidelines is a reference to such statutes, rules, regulations, enactments or rules of the stock exchange or guidelines currently in force and as may be amended from time to time and any re-enactment thereof.

Any reference to a time of day and date in this Circular shall be a reference to Malaysian time of day and date, unless otherwise specified. Any discrepancy in the figures included in this Circular between the amounts listed, actual figures and the totals thereof are due to rounding.

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## EXECUTIVE SUMMARY

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All definitions used in this Executive Summary shall have the same meaning as the words and expressions provided in the “Definitions” Section and context of this Circular.

This Executive Summary highlights only the pertinent information of the Proposals. Shareholders are advised to read this Circular in its entirety for further details and not to rely solely on this Executive Summary in forming a decision on the Proposals before voting at the forthcoming AGM.

Key information	Description
<b>Summary of the Proposals</b>	<p>On 17 March 2025, AIS had, on behalf of the Board, announced that the Company proposes to undertake the following Proposals:</p> <p><b>(i) Proposed ESOS</b></p> <p>Proposed establishment of an ESOS of up to 10% of the total number of issued shares of the Company (excluding treasury shares, if any) for the eligible Directors and employees of the Company and its subsidiaries (excluding dormant subsidiaries, if any).</p> <p><b>(ii) Proposed Allocation</b></p> <p>Proposed allocation of ESOS Options to the eligible Directors of the Company pursuant to the Proposed ESOS.</p>
<b>Rationale and justifications for the Proposals</b>	<p>The Board believes that the implementation of the Proposals would serve to align the interests of the Eligible Persons to the corporate goal of the Group. The Proposals will provide the Eligible Persons with an opportunity to have equity participation in the Company and is established to achieve the following objectives:</p> <ul style="list-style-type: none"><li>(i) to recognise the contributions and/or services of the Eligible Persons which are essential to the operations and continued growth of the Group;</li><li>(ii) to reward the Eligible Persons for their past performance and motivate them towards better performance through greater productivity and loyalty;</li><li>(iii) to stimulate a greater sense of belonging and dedication since Eligible Persons are given the opportunity to participate directly in the equity stake of the Company;</li><li>(iv) to attract prospective employees with relevant skills and experience to the Group by making the total compensation package more competitive; and</li><li>(v) to allow the eligible non-executive Directors of the Company to participate in the Proposed ESOS in recognition of their responsibilities inherent in their appointments.</li></ul>

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**EXECUTIVE SUMMARY (CONT'D)**


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Key information	Description
<b>Approvals required and conditionality</b>	<p>The Proposals are subject to the following approvals being obtained from:</p> <ul style="list-style-type: none"> <li>(i) Bursa Securities, for the listing and quotation of the new Privasia Technology Shares to be issued upon exercise of the ESOS Options to be granted under the Proposed ESOS on the ACE Market of Bursa Securities, which was obtained vide its letter dated 17 April 2025;</li> <li>(ii) the shareholders of Privasia Technology at an AGM to be convened; and</li> <li>(iii) any other relevant authorities and/or parties, if required.</li> </ul> <p>The Proposed Allocation is conditional upon the Proposed ESOS and not vice versa.</p> <p>The Proposals are not conditional upon any other proposals undertaken or to be undertaken by the Company.</p>
<b>Interests of Directors, major shareholders, chief executive and/or persons connected with them</b>	<p>All the Directors of Privasia Technology are eligible to participate in the Proposed ESOS and are therefore deemed interested in the Proposals to the extent of their respective allocations and the allocations to person connected with them, if any, under the Proposals.</p> <p>Accordingly, the Directors have abstained and will continue to abstain from deliberating, making any recommendations and voting at the relevant Board meetings in respect of their respective allocations as well as the allocations to the persons connected with them, if any, under the Proposals. The Directors of Privasia Technology will also abstain and will undertake to ensure that persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings in Privasia Technology on the ordinary resolutions pertaining to the Proposed ESOS and their respective allocations and the allocations to the persons connected with them, if any, under the Proposals, to be tabled at an AGM to be convened.</p> <p>The Interested Major Shareholders will abstain from voting in respect of their direct and/or indirect shareholdings in Privasia Technology on the resolutions pertaining to the Proposed ESOS, and Datuk Puvanesan A/L Subenthiran's and Datuk Andre Anthony A/L Hubert Rene's respective allocations and the allocations to the persons connected with them, if any, under the Proposals to be tabled at an AGM to be convened.</p>
<b>Directors' statement and recommendation</b>	<p>The Board, after having considered all aspects of the Proposals, including but not limited to the rationale and justifications and financial effects for the Proposals, is of the opinion that the Proposals are in the best interest of the Company.</p> <p>In view that the Directors of Privasia Technology are deemed interested in the Proposals to the extent of their respective allocations and the allocations to the persons connected with them, if any, they will abstain from giving an opinion and making any recommendations on their respective allocations and the allocations to the persons connected with them, if any, under the Proposals.</p> <p>Accordingly, the Board recommends that you <b>VOTE IN FAVOUR</b> of the resolutions pertaining to the Proposed ESOS and Proposed Allocation to be tabled at the forthcoming AGM.</p>



**PRIVASIA TECHNOLOGY BERHAD**  
(Registration No.200801023769 (825092-U))  
(Incorporated in Malaysia)

**Registered Office:**  
62C, Jalan SS21/62,  
Damansara Utama, 47400  
Petaling Jaya, Selangor Darul  
Ehsan.

30 April 2025

## **BOARD OF DIRECTORS**

Dato' Azman Bin Mahmud (*Chairman/Independent Non-Executive Director*)  
Datuk Puvanesan A/L Subenthiran (*Group Chief Executive Officer/Managing Director*)  
Datuk Andre Anthony A/L Hubert Rene (*Group Deputy Chief Executive Officer/Executive Director*)  
Haida Shenny Binti Hazri (*Independent Non-Executive Director*)  
Leong Kah Chern (*Independent Non-Executive Director*)  
Yip Kit Weng (*Independent Non-Executive Director*)  
Aminuddin Bin Mohd Arif (*Independent Non-Executive Director*)

## **To: The Shareholders of Privasia Technology**

Dear Sir/Madam,

### **I. PROPOSED ESOS; AND**

### **II. PROPOSED ALLOCATION**

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#### **1. INTRODUCTION**

On 17 March 2025, AIS had, on behalf of the Board, announced that the Company proposes to undertake the Proposals.

On 25 March 2025, AIS had, on behalf of the Board, announced that the listing application in relation to the Proposals has been submitted to Bursa Securities.

On 18 April 2025, AIS had, on behalf of the Board, announced that Bursa Securities had, vide its letter dated 17 April 2025, resolved to approve the listing and quotation of such number of new Privasia Technology Shares, representing up to 10% of the total number of issued shares of Privasia Technology (excluding treasury shares, if any) to be issued upon the exercise of the ESOS Options on the ACE Market of Bursa Securities, subject to the terms and conditions as set out in Section 7 of this Circular.



THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE RELEVANT INFORMATION ON THE PROPOSALS AND TO SEEK YOUR APPROVAL FOR THE RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AT THE FORTHCOMING 17<sup>TH</sup> AGM. AN EXTRACT OF THE RESOLUTIONS IN CONNECTION WITH THE PROPOSALS IS ENCLOSED IN APPENDIX III OF THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AT THE FORTHCOMING 17<sup>TH</sup> AGM.

## **2. DETAILS OF THE PROPOSED ESOS**

The Proposed ESOS involves the granting of options to the Eligible Persons to subscribe for new Privasia Technology shares in accordance with the By-Laws at an Exercise Price to be determined in the manner as set out in Section 2.5 of this Circular.

The Proposed ESOS will be administered by the ESOS Committee from time to time to implement and administer the Proposed ESOS in accordance with the By-Laws. The ESOS Committee shall have the absolute discretion in administering the Proposed ESOS including prescribing any criteria and conditions as it may deem fit.

The salient terms of the Proposed ESOS are set out below:

### **2.1 Maximum number of new shares available under the Proposed ESOS**

The maximum number of new Privasia Technology Shares which may be made available pursuant to the Proposed ESOS shall not in aggregate exceed 10% of the total number of issued shares of Privasia Technology Shares (excluding treasury shares, if any) at any point in time over the duration of the Proposed ESOS ("**Maximum Limit**").

Please refer to Section 5.1 of this Circular for the pro forma effects of the Proposals on the issued share capital of Privasia Technology.

### **2.2 Eligibility**

Subject to the discretion of the ESOS Committee, only Eligible Persons who fulfill the following conditions shall be eligible to participate in the Proposed ESOS:

- (i) in respect of an employee, the employee must fulfill the following criteria as at the Date of Offer:
  - (a) has attained 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
  - (b) has entered into a full time or fixed term contract with, and is on the payroll of any company within the Privasia Technology Group (excluding dormant subsidiaries, if any), and whose service has been confirmed or such employee is serving in a specific designation under an employment contract with any company within Privasia Technology Group (excluding dormant subsidiaries, if any);
  - (c) has not participated in any other proposal implemented by any company within the Group which is in force for the time being;
  - (d) fulfilled any other eligibility criteria as may be set out by the ESOS Committee at any time and from time to time.

- (ii) in respect of a Director, the Director must fulfil the following criteria as at the Date of Offer:
  - (a) has attained 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
  - (b) in respect of an executive Director, is on the payroll of any company within Privasia Technology Group (excluding dormant subsidiaries, if any) and is involved in the day-to-day management of any company within Privasia Technology Group (excluding dormant subsidiaries, if any), and has not served a notice of resignation or be removed as a Director of the relevant company within Privasia Technology Group (excluding dormant subsidiaries, if any);
  - (c) in respect of a non-executive Director of the Company, has been appointed to the Board for at least three (3) years prior to the Date of Offer and has not served a notice of resignation or be removed as a non-executive Director of the Company;
  - (d) has not participated in any other proposal implemented by any company within the Group which is in force for the time being; and
  - (e) fulfilled any other eligibility criteria as may be set out by the ESOS Committee at any time and from time to time.
- (iii) the ESOS Committee may at its absolute discretion determine any other eligibility criteria and/or waive any of the eligibility criteria as set out above for the purpose of selecting an Eligible Person at any time and from time to time, and the decision of the ESOS Committee shall be final and binding.

The specific allotment of the ESOS Options to be made to any Eligible Person who is a Director, major shareholder or chief executive officer of the Company ("**Interested Parties**") and the related specific allocation of Shares to such Interested Parties must be approved by the shareholders of the Company at a general meeting unless such approval is no longer required under the Listing Requirements provided always that such Interested Parties shall not vote on the resolution approving their respective allocation.

## 2.3 Basis of allocation and maximum allowable allocation

Subject to the By-Laws and any adjustments which may be made under the By-Laws, the aggregate number of ESOS Options that may be offered and allotted under the Proposed ESOS to any Eligible Person shall be determined by the ESOS Committee at its sole and absolute discretion, after taking into consideration, amongst other factors, Eligible Person's position, job performance, job grade, seniority, length of service, fulfillment of the eligibility criteria as referred to in Section 2.2 of this Circular or such other factors which the ESOS Committee deems fit and subject to, amongst others, the following:

- (i) the total number of new Privasia Technology Shares to be issued pursuant to the exercise of the ESOS Options shall not exceed the Maximum Limit;
- (ii) not more than 10% of the total number of Shares to be issued under the Proposed ESOS shall be allocated 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);
- (iii) not more than 80% of the total number of Shares available to be issued under the Proposed ESOS shall be allocated, in aggregate, to the eligible Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) who are eligible;

- (iv) any allocation of ESOS Options and the related allotment of Privasia Technology Shares to any Interested Parties, shall require prior approval of the shareholders of the Company in a general meeting. The Interested Parties shall not vote on the resolution approving the said allocation and allotment; and
- (v) the Directors and Senior Management of Privasia Technology Group (excluding dormant subsidiaries, if any) who are Eligible Persons shall not participate in the deliberation or discussion of their respective allocation of ESOS Options as well as allocations of ESOS Options to persons connected with them under the Proposed ESOS, if any.

At the time the Offer is made, the ESOS Committee shall set out the basis of allotment, identifying the category or grade of the Eligible Person and the maximum number of Shares to the Eligible Person and the maximum number of Shares for each class or grade of employees and Directors from time to time applicable shall be clearly notified to the employees of Privasia Technology Group (excluding dormant subsidiaries, if any).

The ESOS Committee shall have sole and absolute discretion in determining whether the granting of the ESOS Options to the Eligible Persons will be based on staggered granting over the duration of the Proposed ESOS or in one (1) single grant and/or whether the ESOS Options are subject to any vesting period, and if so, whether such vesting period is conditional upon vesting conditions which are to be set out by the ESOS Committee in the Offer (including but not limited to service or performance criteria, performance targets, assessment and appraisal, performance period, vesting period, vesting date(s) and number of Options exercisable for each year of continued service).

Any Eligible Person who holds more than one (1) position within Privasia Technology Group (excluding dormant subsidiaries, if any) and by holding such positions, the Eligible Person is in more than one (1) category, shall only be entitled to the maximum number of Shares of any one (1) of those categories. The ESOS Committee shall be entitled at its discretion to determine the applicable category.

## **2.4 Duration of the Proposed ESOS**

Subject to the By-Laws, the Proposed ESOS when implemented, shall be in force for a duration of five (5) years commencing from the Effective Date.

However, the Proposed ESOS may, at the Board's sole and absolute discretion upon the recommendation of the ESOS Committee, be extended for a further five (5) years or such shorter period as it deems fit immediately from the expiry of the first five (5) years, without any approval from the shareholders of the Company in any general meeting, provided that the initial duration of the Proposed ESOS stipulated above and any extension of the Proposed ESOS shall not in aggregate exceed ten (10) years from the Effective Date or such longer period as may be allowed by the relevant authorities. The Company shall make the necessary announcement to Bursa Securities should there be any extension of the Proposed ESOS on or before the expiry of the first five (5) years.

## **2.5 Exercise price**

Subject to any adjustment in accordance with the By-Laws and pursuant to the Listing Requirements, the Exercise Price shall be determined by the ESOS Committee and shall be based on the 5D-VWAMP of Privasia Technology Shares immediately preceding the Date of Offer, with a discount provided that the discount shall not be more than 10% of the said 5D-VWAMP of Privasia Technology Shares.

## **2.6 Rights attaching to the ESOS Options and ranking of new Privasia Technology Shares**

The ESOS Options shall not carry any right to vote at any general meeting of the Company and the new Privasia Technology Shares, upon allotment and issuance, will be subject to the provisions of the Constitution of the Company relating to transfer, transmission or otherwise of the Shares including the rights of the holder of the Shares on the winding up of the Company.

The new Privasia Technology Shares to be allotted and issued pursuant to the exercise of the ESOS Options shall, upon allotment and issuance, rank equally in all respects with the then existing Privasia Technology Shares, save and except that the new Privasia Technology Shares shall not be entitled to any dividends, rights, allotments and/or other distribution which may be declared, made or paid, for which the entitlement date is prior to the date of allotment and issuance of such new Privasia Technology Shares.

## **2.7 Retention/Restriction of the Shares**

The new Shares to be issued to a Grantee shall not be subject to any retention period or restriction on transfer unless stated otherwise in the offer or as may be determined by the ESOS Committee from time to time at its discretion. However, the Company encourages the Grantees to hold the Shares as a long-term investment and not for any speculative and/or realisation of any immediate gain.

Notwithstanding the above, pursuant to Rule 8.22 of the Listing Requirements, a Grantee who is a non-executive director of any company within the Group (excluding dormant subsidiaries, if any) must not sell, transfer or assign his/her Shares obtained through the exercise of the new ESOS Options offered to him/her pursuant to the Proposed ESOS within one (1) year from the Date of Offer of such new ESOS Options or such period as may be prescribed by Bursa Securities.

## **2.8 Alteration of share capital**

Subject to the By-Laws, in the event of any alteration in the capital structure of the Company during the duration of the Proposed ESOS (commencing from the Date of Offer until the date of expiry of the Proposed ESOS), whether by way of a right issue, bonus issue or other capitalisation issue, consolidation or subdivision of shares or reduction of capital or any other variation of capital shall take place or if the Company shall make a capital distribution during the duration of the Proposed ESOS, the Company shall cause such adjustment to be made to:

- (i) the Exercise Price; and/or
- (ii) the number of new Privasia Technology Shares which a Grantee shall be entitled to subscribe for upon the exercise of each ESOS Option (excluding ESOS Options which have been exercised);

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

## **2.9 Modification, variation and/or amendment to the Proposed ESOS**

Subject to the By-Laws and compliance with the Listing Requirements, the ESOS Committee may at any time and from time to time recommend to the Board any additions, modifications or amendments to or deletions of the By-Laws as it shall, at its sole discretion, deems fit and the Board shall have the power at any time and from time to time by resolution to add to, amend, modify and/or delete all or any of the terms in the By-Laws upon such recommendation and subject to the Company submitting the amended By-Laws and a letter of compliance to Bursa Securities each time an amendment and/or modification is made, stating that the amendment and/or modification is in compliance with the provisions of the Listing Requirements and the Rules of Bursa Malaysia Depository Sdn Bhd.

Subject to the By-Laws, the approval of the shareholders of the Company in general meeting shall not be required in respect of additions, modifications or amendments to and/or deletions of the By-Laws (including any additions, modifications or amendments to or deletions of the By-Laws for purposes of complying with the Act) provided that no additions, modifications or amendments to and/or deletions of the By-Laws shall be made which would:

- (i) materially prejudice any rights which have accrued to any Grantee without the prior consent or sanction of the Grantee; or
- (ii) alter the rights of the Grantees to the advantage of any Grantee or group of Grantees or all Grantees; or
- (iii) increase the number of new Shares available under the Proposed ESOS beyond the maximum imposed by the By-Laws.

## **2.10 Termination of the Proposed ESOS**

Subject to compliance with the Listing Requirements, other requirements of Bursa Securities and any other relevant authorities, the Proposed ESOS may be terminated by the Company at any time during the duration of the Proposed ESOS and before the date of expiry of the Proposed ESOS without obtaining the approvals or consents from the Grantees or its shareholders in accordance with the terms of the By-Laws provided that an immediate announcement is released to Bursa Securities on the following:

- (i) the effective date of termination of the Proposed ESOS;
- (ii) the number of ESOS Options exercised and/or Shares vested; and
- (iii) the reasons and justification for termination.

Any unaccepted offer and unexercised ESOS Options shall lapse and deemed cancelled and be null and void on the effective date of termination of the Proposed ESOS.

## **2.11 Listing of and quotation for the new Privasia Technology Shares to be issued arising from the exercise of the ESOS Options**

Bursa Securities had vide its letter dated 17 April 2025 approved the listing of and quotation for such number of new Privasia Technology Shares representing up to 10% of the total number of issued shares of Privasia Technology (excluding treasury shares, if any) to be issued upon the exercise of ESOS Options on the ACE Market of Bursa Securities.

## 2.12 Utilisation of proceeds

The actual amount of proceeds to be received upon the exercise of the ESOS Options will depend on, amongst others, the actual number of ESOS Options granted and exercised at the relevant point in time and the Exercise Price. Therefore, the amount of proceeds to be received from the exercise of the ESOS Options is not determinable at this juncture.

Such proceeds are expected to be utilised for future working capital requirements of Privasia Technology Group, which includes the payment to suppliers as well as the payment of administrative and operating expenses. The actual funding breakdown cannot be determined at this juncture as it will depend on, amongst others, the actual amount of proceeds to be received from the exercise of the ESOS Options and the funding requirements of the Group at the point of utilisation.

The estimated expenses in relation to the Proposals is approximately RM0.16 million, which will be funded by internally generated funds of the Group.

## 2.13 Other fund raising exercise in the past 12 months

Save as disclosed below, the Company has not undertaken any other equity fund raising exercise in the past 12 months prior to the date of this Circular.

On 16 February 2024, the Board had announced that Privasia Technology proposed to undertake a private placement of up to 61,402,002 new ordinary shares ("**Placement Shares**"), representing up to 10% of the total number of issued shares of Privasia Technology, based on the approval from its shareholders pursuant to Sections 75 and 76 of the Companies Act at the 15<sup>th</sup> AGM of the Company held on 28 June 2023, raising a total gross proceeds of approximately RM5.52 million ("**Private Placement**").

The Private Placement was subsequently completed on 28 May 2024. As at the LPD, the proceeds from the Private Placement have been utilised as follows:

Details of utilisation	Proposed utilisation RM'000	Actual utilisation up to LPD RM'000	Balance of proceeds RM'000	Estimated timeframe for the full utilisation of proceeds from the date of receipt of the proceeds
Repayment of bank borrowings	3,000	3,000	-	Within six (6) months
Working capital	1,225	1,225	-	Within 12 months
Acquisition of 51% equity interest in DJava Factory Sdn Bhd (" <b>Acquisition</b> ")	1,100	770	330 <sup>(1)</sup>	Within 24 months
Expenses in relation to the Private Placement	200	200	-	Within one (1) month
<b>Total</b>	<b>5,525</b>	<b>5,195</b>	<b>330</b>	

### Note:

- (1) The Company had on 2 July 2024 completed the Acquisition. As per the Transfer and Shareholder's agreement, a sum of RM770,000 had been paid to the vendors upon the registration of the transfer of shares from the vendors to the Company. The remaining purchase consideration of RM330,000 (being 30% of the total purchase consideration of RM1,100,000) will be paid in two (2) instalments of 15% each of the purchase consideration to the vendors upon the delivery of the profit guarantee of Djava Factory Sdn Bhd ("**Profit Guarantee**"). The Company will make the necessary announcement on the status of the fulfilment of the Profit Guarantee by Djava Factory Sdn Bhd, and any material development relating thereto, as and when they occur.

### **3. DETAILS OF THE PROPOSED ALLOCATION**

The Company proposes to seek the approval of its shareholders at the forthcoming AGM for authority to offer and/or grant the ESOS Options and to issue such number of new Privasia Technology Shares upon exercise of the ESOS Options to the eligible Directors.

The maximum allocation to the eligible Directors is subject to the limit prescribed by the By-Laws as stated in Section 2.3 of this Circular. The ESOS Committee shall have the absolute discretion in prescribing the criteria, if any, that need to be fulfilled by them for their respective allocations.

### **4. RATIONALE AND JUSTIFICATIONS FOR THE PROPOSALS**

The Board believes that the implementation of the Proposals would serve to align the interests of the Eligible Persons to the corporate goal of the Group. The Proposals will provide the Eligible Persons with an opportunity to have equity participation in the Company and is established to achieve the following objectives:

- (i) to recognise the contributions and/or services of the Eligible Persons which are essential to the operations and continued growth of the Group;
- (ii) to reward the Eligible Persons for their past performance and motivate them towards better performance through greater productivity and loyalty;
- (iii) to stimulate a greater sense of belonging and dedication since Eligible Persons are given the opportunity to participate directly in the equity stake of the Company;
- (iv) to attract prospective employees with relevant skills and experience to the Group by making the total compensation package more competitive; and
- (v) to allow the eligible non-executive Directors of the Company to participate in the Proposed ESOS in recognition of their responsibilities inherent in their appointments.

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## 5. EFFECTS OF THE PROPOSALS

The effects of the Proposals are set out below:

### 5.1 Issued share capital

The Proposals are not expected to have an immediate effect on the existing issued share capital of Privasia Technology until such time when the ESOS Options are exercised. The issued share capital of Privasia Technology will increase progressively depending on the number of Privasia Technology Shares to be issued arising from the exercise of ESOS Options.

For illustrative purposes, the pro forma effects of the Proposals on the issued share capital of Privasia Technology is based on the assumption that the number of ESOS Options granted amounts to 10% of the total number of issued shares of Privasia Technology (excluding treasury shares, if any) as at the LPD, are set out below:

	<b>No. of Shares</b>	<b>Amount</b>
		<b>RM</b>
Issued share capital as at LPD *	675,422,022	68,154,994
Shares to be issued assuming full exercise of the ESOS Options	67,542,200	4,727,954 <sup>^</sup>
<b>Enlarged issued share capital</b>	<b>742,964,222</b>	<b>72,882,948</b>

#### Notes:

\* As at the LPD, there are no treasury shares held by the Company.

<sup>^</sup> Computed based on an assumed Exercise Price of RM0.070 per ESOS Option, representing approximately 6.67% discount to the 5D-VWAMP of Privasia Technology Shares up to and including the LPD of RM0.075 per Privasia Technology Share.

### 5.2 NA, NA per Share and gearing

The Proposals are not expected to have an immediate effect on the NA, NA per Share and gearing of the Group until such time when the ESOS Options are exercised. Any potential effect on the NA, NA per Share and gearing of the Group will depend on, amongst others, the number of ESOS Options to be granted and exercised, the Exercise Price, the number of new Shares to be issued upon the exercise of the ESOS Options and the use of proceeds arising from the exercise of the ESOS Options.

For illustrative purposes, upon the exercise of the ESOS Options, the NA per Share is expected to increase if the Exercise Price is higher than the NA per Share and conversely, will decrease if the Exercise Price is lower than the NA per Share at the point that the ESOS Options are exercised.

In addition, upon exercise of the ESOS Options, the gearing of Privasia Technology Group will decrease given that its NA will increase as a result of the exercise of the ESOS Options.



### **5.3 Earnings and EPS**

The Proposed ESOS is not expected to have any immediate material effect on the earnings and EPS of Privasia Technology Group, save for the possible impact of MFRS 2 upon granting of the ESOS Options. However, any potential effect on the earnings and EPS of Privasia Technology Group in the future will depend on, amongst others, the number of ESOS Options granted and exercised, the Exercise Price and the non-cash expenses arising from the granting of the ESOS Options under MFRS 2.

Under the MFRS 2, the potential cost arising from the issuance of the ESOS Options will need to be measured at the fair value of the ESOS Options on the grant date and be recognised in the income statement of Privasia Technology Group as an expense over the vesting period of the ESOS Options, if any. The fair value of the ESOS Options is dependent on factors such as volatility of the Shares, the Exercise Price and the duration of the Proposed ESOS. As such, the extent of the effect of the Proposed ESOS on the earnings and EPS of Privasia Technology Group cannot be determined at this juncture. It is also important to note that the estimated cost does not represent a cash outflow and it is only an accounting treatment.

In addition, the allotment and issuance of new Privasia Technology Shares pursuant to the exercise of the ESOS Options will have a dilutive effect on Privasia Technology Group's EPS due to the increase in the number of Privasia Technology Shares in issue.

Notwithstanding the above, the Board has taken note of the potential impact of MFRS 2 on the future earnings of Privasia Technology Group and shall take into consideration such impact in the allocation and granting of the ESOS Options to the Eligible Persons.

### **5.4 Substantial shareholders' shareholdings**

The Proposed ESOS is not expected to have any immediate effect on the substantial shareholders' shareholdings of the Company until such time when the ESOS Options granted are exercised. Any potential effect on the Company's substantial shareholders' shareholdings will depend on the number of new Privasia Technology Shares to be issued pursuant to the exercise of the ESOS Options at the relevant point in time.

### **5.5 Convertible securities**

As at the LPD, Privasia Technology does not have any convertible securities in issue.

## 6. HISTORICAL SHARE PRICES

The monthly highest and lowest transacted market prices of Privasia Technology Shares as traded on Bursa Securities for the past 12 months preceding the date of this Circular are as follows:

	High (RM)	Low (RM)
<b><u>2024</u></b>		
April	0.110	0.095
May	0.115	0.090
June	0.140	0.100
July	0.125	0.105
August	0.115	0.095
September	0.110	0.095
October	0.125	0.095
November	0.125	0.095
December	0.140	0.105
<b><u>2025</u></b>		
January	0.120	0.095
February	0.110	0.100
March	0.105	0.070

Last transacted market price of Privasia Technology Shares as at the LTD **RM0.085**

Last transacted market price of Privasia Technology Shares as at the LPD **RM0.080**

*(Source: Bloomberg)*

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## 7. APPROVALS REQUIRED AND CONDITIONALITY

The Proposals are subject to the following approvals being obtained:

- (i) Bursa Securities had vide its letter dated 17 April 2025, resolved to approve the listing and quotation of such number of new Privasia Technology Shares, representing up to 10% of the total number of issued shares of Privasia Technology (excluding treasury shares, if any) to be issued pursuant to the exercise of ESOS Options, subject to the following conditions:

No.	Conditions imposed	Status of Compliance
1.	AIS is required to submit a confirmation to Bursa Securities of full compliance of the Proposed ESOS pursuant to Rule 6.44(1) of the Listing Requirements and stating the effective date of implementation, together with a certified true copy of the resolution passed by the shareholders in general meeting; and	To be complied
2.	Privasia Technology is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed ESOS, as at the end of each quarter together with a detailed computation of listing fees payable.	To be complied

- (ii) the shareholders of Privasia Technology at an AGM to be convened; and
- (iii) any other relevant authorities and/or parties, if required.

The Proposed Allocation is conditional upon the Proposed ESOS and not vice versa.

The Proposals are not conditional upon any other proposals undertaken or to be undertaken by the Company.

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

All the Directors of Privasia Technology are eligible to participate in the Proposed ESOS and are therefore deemed interested in the Proposals to the extent of their respective allocations and the allocations to person connected with them, if any, under the Proposals.

Accordingly, the Directors have abstained and will continue to abstain from deliberating, making any recommendations and voting at the relevant Board meetings in respect of their respective allocations as well as the allocations to the persons connected with them, if any, under the Proposals. The Directors of Privasia Technology will also abstain and will undertake to ensure that persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings in Privasia Technology on the ordinary resolutions pertaining to the Proposed ESOS and their respective allocations and the allocations to the persons connected with them, if any, under the Proposals, to be tabled at an AGM to be convened.

Anyotech Sdn Bhd, Radiant Principles Sdn Bhd and Pancarthiran Sdn Bhd are the major shareholders of Privasia Technology with equity interest of 11.80%, 11.10% and 10.54%, respectively. Datuk Puvanesan A/L Subenthiran and Datuk Andre Anthony A/L Hubert Rene, who are both executive Directors as well as major shareholders of Privasia Technology, are deemed interested in the shares held in Anyotech Sdn Bhd, Radiant Principles Sdn Bhd and Pancarthiran Sdn Bhd and therefore deemed interested in the Proposals ("**Interested Major Shareholders**").

Save as disclosed below, as at the LPD, none of the Directors, major shareholders, chief executive and/or persons connected with them, have any shareholding, either direct and/or indirect, in the Company.

	Direct		Indirect	
	No. of Shares	% <sup>(1)</sup>	No. of Shares	% <sup>(1)</sup>
<b><u>Interested Major shareholders</u></b>				
Anyotech Sdn Bhd	79,713,220	11.80	-	-
Radiant Principles Sdn Bhd	75,000,000	11.10	-	-
Pancarthiran Sdn Bhd	71,172,500	10.54	-	-
<b><u>Executive Directors, chief executive and Interested Major Shareholders</u></b>				
Datuk Puvanesan A/L Subenthiran	18,601,500	2.75	150,885,720	22.34 <sup>(2)</sup>
Datuk Andre Anthony A/L Hubert Rene	5,674,700	0.84	154,713,220	22.91 <sup>(3)</sup>
<b><u>Directors</u></b>				
Dato' Azman Bin Mahmud	-	-	-	-
Haida Shenny Binti Hazri	116,000	0.02	-	-
Leong Kah Chern	-	-	-	-
Yip Kit Weng	-	-	-	-
Aminuddin Bin Mohd Arif	-	-	-	-

**Notes:**

- (1) Based on the total number of issued shares of 675,422,022 Privasia Technology Shares as at the LPD.
- (2) Deemed interested by virtue of his shareholdings in Anyotech Sdn Bhd and Pancarthiran Sdn Bhd pursuant to Section 8(4) of the Act.
- (3) Deemed interested by virtue of his shareholdings in Anyotech Sdn Bhd and Radiant Principles Sdn Bhd pursuant to Section 8(4) of the Act.

The Interested Major Shareholders will abstain from voting in respect of their direct and/or indirect shareholdings in Privasia Technology on the resolutions pertaining to the Proposed ESOS, and Datuk Puvanesan A/L Subenthiran's and Datuk Andre Anthony A/L Hubert Rene's respective allocations and the allocations to the persons connected with them, if any, under the Proposals to be tabled at an AGM to be convened.

Further, each of the Interested Major Shareholder will ensure that persons connected with them, if any, will abstain from voting in respect of their direct and/or indirect shareholdings in Privasia Technology on the resolutions pertaining to the Proposed ESOS and Datuk Puvanesan A/L Subenthiran's and Datuk Andre Anthony A/L Hubert Rene's respective allocations and the allocations to the persons connected with them, if any, under the Proposals to be tabled at an AGM to be convened.

## **9. DIRECTORS' STATEMENT AND RECOMMENDATION**

The Board, after having considered all aspects of the Proposals, including but not limited to the rationale and justifications and financial effects for the Proposals, is of the opinion that the Proposals are in the best interest of the Company.

In view that the Directors of Privasia Technology are deemed interested in the Proposals to the extent of their respective allocations and the allocations to the persons connected with them, if any, they will abstain from giving an opinion and making any recommendations on their respective allocations and the allocations to the persons connected with them, if any, under the Proposals.

Accordingly, the Board recommends that you **VOTE IN FAVOUR** of the resolutions pertaining to the Proposed ESOS and Proposed Allocation to be tabled at the forthcoming AGM.

## **10. CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION**

Save for the Proposals (being subject matter of this Circular), the Board confirms that there are no other corporate exercises that have been announced by the Company but have yet to be completed as at the LPD.

## **11. ESTIMATED TIMEFRAME FOR COMPLETION**

Subject to all the relevant approvals being obtained and barring any unforeseen circumstances, the Proposals are expected to be implemented by the third quarter of 2025.

## **12. AGM**

The forthcoming 17<sup>th</sup> AGM, is scheduled to be conducted at C-21-02, 3 Two Square, No. 2, Jalan 19/1, 46300 Petaling Jaya, Selangor on Thursday, 26 June 2025 at 10.00 a.m or at any adjournment thereof for the purpose of considering and if thought fit, passing with or without modification, the resolutions to give effect to the Proposed ESOS and Proposed Allocation. An extract of the said resolutions is enclosed in Appendix III of this Circular.

If you are unable to attend and vote at the 17<sup>th</sup> AGM, you may complete the Proxy Form and deposit it at the Privasia Technology's Share Registrar office in the following manner not less than 48 hours before the time appointed for holding the meeting i.e. latest by Tuesday, 24 June 2025 at 10.00 a.m or adjournment thereof, or in the case of a poll not less than 24 hours before the time appointed for the taking of the poll or at any adjournment thereof:-

- a) by hand or post, at the office of Boardroom Share Registrars Sdn Bhd, 11<sup>th</sup> Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia. Any alteration to the instrument of proxy must be initialled; or
- b) by electronic means through the Boardroom Smart Investor Portal at <https://investor.boardroomlimited.com> (Kindly refer to the Administrative Guide for the procedures on electronics lodgement of the proxy form).

The lodgement of the Proxy Form does not preclude you from attending, participating, speaking and voting in person at the 17<sup>th</sup> AGM, should you subsequently decide to do so.

**13. FURTHER INFORMATION**

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

Yours faithfully,  
For and on behalf of the Board  
**PRIVASIA TECHNOLOGY BERHAD**

**DATO' AZMAN BIN MAHMUD**  
Chairman/Independent Non-Executive Director

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**BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME**

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**1. NAME OF SCHEME**

This Scheme shall be named the "**Privasia Technology Berhad's and its Subsidiaries' Employees Share Option Scheme**".

**2. OBJECTIVES AND RATIONALE OF THE SCHEME**

2.1 The rationale of the Scheme is as follows:

- (a) to recognise the contributions and/or services of the Eligible Persons which are essential to the operations and continued growth of the Group;
- (b) to reward the Eligible Persons for their past performance and motivate them towards better performance through greater productivity and loyalty;
- (c) to stimulate a greater sense of belonging and dedication since Eligible Persons are given the opportunity to participate directly in the equity stake of the Company;
- (d) to attract prospective employees with relevant skills and experience to the Group by making the total compensation package more competitive; and
- (e) to allow the eligible non-executive Directors of the Company to participate in the ESOS in recognition of their responsibilities inherent in their appointments.

2.2 This Scheme is also extended to eligible non-executive Directors in the Company in recognition of their contributions towards the growth and performance of Privasia Technology Group.

**3. DEFINITIONS AND INTERPRETATION**

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

<b>Act</b>	: The Companies Act, 2016 as amended from time to time and any re-enactment thereof
<b>Adviser</b>	: A person as described in Rule 1.01 of the Listing Requirements
<b>Board</b>	: The Board of Directors of Privasia Technology
<b>Bursa Depository</b>	: Bursa Malaysia Depository Sdn Bhd (Registration No. 198701006854 (165570-W))
<b>Bursa Securities</b>	: Bursa Malaysia Securities Berhad (Registration No. 200301033577(635998-W))
<b>By-Laws</b>	: The rules, terms and conditions of the Scheme (as may be modified, varied, supplemented and/or amended from time to time in accordance with <b>By-Law 23</b> )
<b>Central Depositories Act</b>	: The Securities Industry (Central Depositories) Act 1991, as amended from time to time and any re-enactment thereof
<b>CDS</b>	: Central Depository System governed under the Central Depositories Act and every statutory modification or re-enactment thereof for the time being in force and includes all subsidiary legislation made thereunder and any new act enacted and gazetted to replace and supersede the same

BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME

<b>CDS Account</b>	: A CDS account established by Bursa Depository for a depositor for the recording of deposits and withdrawals of securities and for dealings in such securities by the depositor
<b>Company or Privasia Technology</b>	: <b>Privasia Technology Berhad</b> (Registration No. 200801023769 (825092-U))
<b>Constitution</b>	: The Constitution of the Company as amended from time to time
<b>Date of Expiry</b>	: The last day of the Duration of the Scheme as defined in <b>By-Law 20.3</b> , unless earlier termination pursuant to <b>By-Law 20.8</b>
<b>Date of Offer</b>	: The date on which an Offer (including any subsequent Offers) is made by the ESOS Committee in writing to an Eligible Person who meets or fulfils the criteria of eligibility as stipulated in <b>By-Law 5</b> or eligible to participate in the Scheme and in the manner as provided by <b>By-Law 7</b>
<b>Director(s)</b>	: A natural person who holds a directorship in Privasia Technology or any company within the Group, either an executive director or a non-executive director capacity (but shall exclude alternate and/or similar substitute directors) and shall have the meaning given in Section 2(1) of the Capital Markets and Services Act, 2007
<b>Duration of the Scheme</b>	: A period of five (5) years or such period as extended by the Board in accordance with <b>By-Law 20.4</b> from the Effective Date, as the case may be
<b>Effective Date</b>	: The effective date on which the Scheme is implemented or comes into force as provided in <b>By-Law 20.1</b>
<b>Eligible Person(s)</b>	: A Director (including non-executive Director but shall not include alternate and/or substitute Director) or Employee of the Group (excluding dormant subsidiary companies) who meets or fulfils the criteria of eligibility as stipulated in <b>By-Law 5</b>
<b>Employee(s)</b>	: A natural person (including Director(s)) who is employed by and on the payroll of any company in the Group (excluding dormant subsidiary companies)
<b>Entitlement Date</b>	: The date as at the close of business on which shareholders' names must appear on Privasia Technology's Record of Depositors of Shares in order to be entitled to any dividends, rights, allotments or other distributions
<b>ESOS Committee</b>	: The committee duly authorised and appointed by the Board to administer the Scheme in accordance with these By-Laws, comprising such persons appointed from time to time by the Board. The ESOS Committee shall comprise at least 3 members, with at least 1 member being a non-executive Director of Privasia Technology
<b>ESOS Option(s)</b>	: The right of a Grantee to subscribe for new Shares pursuant to the contract constituted by the acceptance of an Offer by an Eligible Person in the manner provided in <b>By-Law 8</b> , and where the context so requires, means any part of the ESOS Options as shall remain unexercised



BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME

<b>Exercise Period</b>	:	The period commencing from the date an Offer is accepted by a Grantee and expiring on the Date of Expiry or such other date as may be stipulated by the ESOS Committee in the Offer or upon the date of termination of the Scheme as provided in <b>By-Law 20</b> , whichever is the earlier. The " <b>Exercise Period</b> " shall not be amended or altered in anyway whatsoever for the advantage of Eligible Persons or Grantees without the prior approval of shareholders obtained at a general meeting unless allowed otherwise by the provisions of the Listing Requirements as provided under <b>By-Law 23.3</b>
<b>Exercise Price</b>	:	The price at which a Grantee shall be entitled to subscribe for each new Share upon the exercise of the ESOS Options, as initially determined and as may be adjusted pursuant thereto in accordance with the provisions of <b>By-Laws 11 and 16</b>
<b>Grantee</b>	:	Any Eligible Person who has accepted an Offer (or any part thereof) pursuant to the Offer Letter in the manner as provided in <b>By-Law 8</b>
<b>Group or Privasia Technology Group</b>	:	The Company and its subsidiary company(ies) as defined in Section 4 of the Act, which are not dormant. The " <b>subsidiary company</b> " shall 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 <b>By-Law 18</b>
<b>Listing Requirements</b>	:	The ACE Market Listing Requirements of Bursa Securities including any amendments thereto that may be made from time to time
<b>Market Day(s)</b>	:	A day on which Bursa Securities is open for trading of securities
<b>Maximum Allowable Allotment</b>	:	The maximum number of new Shares that may be offered and allotted to an Eligible Person under the Scheme in the manner provided in <b>By-Law 6.1</b>
<b>Maximum Limit</b>	:	the maximum number of new Privasia Technology Shares which may be issued pursuant to the ESOS, which shall not exceed in aggregate ten per centum (10%) of the total number of issued Shares of the Company (excluding treasury shares, if any) at any one time during the duration of the ESOS
<b>Offer(s)</b>	:	A written offer(s) made by the ESOS Committee from time to time to an Eligible Person to participate in the Scheme in the manner provided in <b>By-Law 7</b>
<b>Offer Letter</b>	:	A letter of offer to the Eligible Person issued pursuant to the Offer made by the ESOS Committee under <b>By-Law 7</b>
<b>Offer Period</b>	:	The period as stipulated in <b>By-Law 7.3</b>
<b>Rules of Bursa Depository</b>	:	The rules of Bursa Depository, as issued pursuant to the Central Depositories Act
<b>RM and sen</b>	:	Ringgit Malaysia and sen respectively

**BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME**

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**Scheme or ESOS** : The employees share option scheme of Privasia Technology for the grant of ESOS Option(s) to Eligible Persons to subscribe for new Shares according to the terms set out herein and known as the **"Privasia Technology Berhad and its Subsidiaries' Employees Share Option Scheme"**

**Share(s) or Privasia Technology Shares** : Ordinary share(s) in the Company

**Vesting Conditions** : the conditions which are required to be fulfilled by an Eligible Person before the Option(s) is/are capable of being vested onto the Eligible Person, to be communicated in an Offer pursuant to **By-Law 7.2 (vii)** hereof

3.2 Headings are for ease of reference only and do not affect the meaning of a By-Law.

3.3 Any reference to statutory provisions shall include:-

- (a) any subordinate legislation made from time to time under that provision and any Listing Requirements, policies, practice notes and/or guidelines of Bursa Securities and/or other relevant authorities (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies, practice notes and/or guidelines are addressed to by Bursa Securities and/or the relevant authorities); and
- (b) that provision as from time to time modified or re-enacted whether before or after the date of these By-Laws so far as such modification or re-enactment applies or is capable of applying to any ESOS Option(s) offered and accepted prior to the Date of Expiry and shall include also any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced.

3.4 Words importing the masculine gender shall include the feminine and neuter genders.

3.5 Words importing the singular number shall include the plural number and vice versa.

3.6 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, save and except if the Date of Expiry falls on a stipulated day that is not a Market Day, the Date of Expiry shall be taken to be the Market Day prior to the stipulated day.

3.7 A "day" or "month" means a calendar day or a calendar month.

3.8 Any liberty or power which may be exercised or any decision or determination which may be made hereunder by the ESOS Committee shall be exercised in the ESOS Committee's absolute and unfettered discretion and the ESOS Committee shall not be under any obligation to give any reasons therefore, except as may be required by the relevant authorities or under law.

**4. MAXIMUM NUMBER OF NEW SHARES AVAILABLE UNDER THE SCHEME**

4.1 Each ESOS Option shall be exercisable into one (1) new Share, in accordance with the provisions of these By-Laws.

4.2 The maximum number of new Shares which may be allotted and issued pursuant to the exercise of the ESOS Options which may be granted under the Scheme shall not in aggregate exceed more than ten per centum (10%) of its total number of issued shares (excluding treasury shares, if any) at any one time during the Duration of the Scheme as provided in **By-Law 20.3**.

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- 4.3 Notwithstanding the provision of **By-Law 4.2** above and any other provision contained in these By-Laws, in the event the maximum number of new Shares comprised in the ESOS Options that may be made available under the Scheme exceeds Maximum Limit as a result of the Company purchasing, cancelling and/or reducing its Shares pursuant to Section 127 of the Act or the Company undertaking any corporate proposal and thereby diminishing the total number of issued Shares, then such ESOS Options granted prior to the adjustment of the total number of issued Shares shall remain valid and exercisable in accordance with the provisions of these By-Laws. However, in such a situation, the ESOS Committee shall not make any further Offers until the total number of Shares under the subsisting ESOS Options, including those Shares that have been issued under the Scheme falls below Maximum Limit, at any one time throughout the Duration of the Scheme as provided in **By-Laws 20.3 and 20.4**.

**5. ELIGIBILITY**

- 5.1 Only Eligible Persons who fulfil the following conditions shall be eligible to participate in the Scheme, as at the Date of Offer:-

(a) in respect of an Employee, the Employee must fulfil the following criteria: -

- (i) has attained 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
- (ii) has entered into a full time or fixed term contract with, and is on the payroll of any company within the Privasia Technology Group (excluding dormant subsidiaries, if any), and whose service has been confirmed or such employee is serving in a specific designation under an employment contract with any company within Privasia Technology Group (excluding dormant subsidiaries, if any);
- (iii) has not participated in any other proposal implemented by any company within the Group which is in force for the time being;
- (iv) fulfilled any other eligibility criteria as may be set out by the ESOS Committee at any time and from time to time.

(b) in respect of a Director, the Director must fulfil the following criteria:-

- (i) has attained 18 years of age and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
- (ii) in respect of an executive Director, is on the payroll of any company within Privasia Technology Group (excluding dormant subsidiaries, if any) and is involved in the day-to-day management of any company within Privasia Technology Group (excluding dormant subsidiaries, if any), and has not served a notice of resignation or be removed as a Director of the relevant company within Privasia Technology Group (excluding dormant subsidiaries, if any);
- (iii) in respect of a non-executive Director of the Company, has been appointed to the Board of any company in the Group for at least three (3) years prior to the Date of Offer and has not served a notice of resignation or be removed as a non-executive Director of the Company;
- (iv) has not participated in any other proposal implemented by any company within the Group which is in force for the time being; and
- (v) fulfilled any other eligibility criteria as may be set out by the ESOS Committee at any time and from time to time.

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- 5.1A Notwithstanding the above, subject to compliance with the Listing Requirements, the ESOS Committee may, in its absolute discretion, determine any other eligibility and allocation criteria and/or waive any of the conditions or criteria for eligibility as set out in this **By-Law 5.1** and/or determine any other eligibility criteria for the purpose of selecting an Eligible Person any time and from time to time. The eligibility, the selection and number of ESOS Options to be offered to an Eligible Person under the Scheme shall be at the sole and absolute discretion of the ESOS Committee and the decision of the ESOS Committee shall be final and binding.
- 5.2 Notwithstanding **By-Law 5.1**, the specific allocation to be made to any Eligible Person who is a Director, major shareholder or chief executive officer of the Company or holding company (if any) of the Company ("**Interested Party(ies)**") or a person connected with any of the Interested Party(ies) who met the criteria set out in **By-Law 5.1** above, such specific allocation of ESOS Options to be granted by the Company to him/her under the Scheme must be approved by the shareholders of the Company at a general meeting provided always that such Interested Party(ies) and persons connected with them shall not vote on and shall be abstained from voting on the resolution(s) approving their respective allocation of the ESOS Options.
- For avoidance of doubt, the "**person connected**" shall have the same meaning as defined in Rule 1.01 of the Listing Requirements.
- 5.3 Any Eligible Person who holds more than one (1) position within the Group (excluding dormant subsidiaries, if any) and by holding such positions, the Eligible Person is in more than one (1) category, shall only be entitled to the Maximum Allowable Allotment of any one (1) of those categories. The ESOS Committee shall be entitled at its discretion to determine the applicable category.
- 5.4 An Employee or Director of a dormant company within the Group is not eligible to participate in the Scheme.
- 5.5 An Employee or Director who during the Duration of the Scheme becomes an Eligible Person may, at the discretion of the ESOS Committee, be eligible to participate in the Scheme, subject to the Maximum Allowable Allotment.
- 5.6 The ESOS Committee may from time to time at its absolute discretion select and identify suitable Eligible Person to be offered the ESOS Options. In the event that any of the Eligible Person is a member of the ESOS Committee and/or persons connected to him who is a member of the ESOS Committee, such Eligible Person and/or persons connected to him/her shall not participate in the deliberation of such allocation of ESOS Options.
- 5.7 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 comprised herein unless an Offer has been made by the ESOS Committee to the Eligible Person and the Eligible Person has accepted the Offer in accordance with **By-Law 8** hereof.
- 5.8 The ESOS Committee may in its discretion suspend or revoke the selection or nomination of any Eligible Person at any time and from time to time, whereupon such Eligible Person shall henceforth cease to be eligible for any ESOS Options under this Scheme.
- 5.9 The ESOS Committee shall have the sole and absolute discretion not to make further Offers regardless of the amount of the ESOS Options available.

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**6. BASIS OF ALLOTMENT AND MAXIMUM ALLOWABLE ALLOTMENT**

- 6.1 Subject to **By-Law 4** and any adjustment which may be made under **By-Law 16**, the aggregate number of ESOS Options that may be offered and allotted under the Scheme to any Eligible Person shall be determined by the ESOS Committee at its sole and absolute discretion, after taking into consideration, amongst other factors, the, the Eligible Person's position, job performance, job grade, seniority, length of service, fulfilment of the eligibility criteria as referred to in **By-Law 5.2** and such other factors as the ESOS Committee may deem relevant in its discretion and shall be subject to the following conditions:-
- (a) the total number of new Shares made available under the Scheme shall not exceed the Maximum Limit as stipulated in **By-Law 4.2**;
  - (b) not more than ten per centum (10%) of the total number of Shares made available under the Scheme shall be allocated to any Eligible Person who, either singly or collectively through persons connected with the Eligible Person (as defined in the Listing Requirements), holds twenty per centum (20%) or more of the total number of issued Shares (excluding treasury shares, if any);
  - (c) not more than eighty per centum (80%) of the total number of Shares available under the Scheme shall be allocated, in aggregate, to the eligible Directors and senior management of the Group (excluding dormant subsidiaries, if any) who are Eligible Persons (where "**senior management**" shall be subject to any criteria as may be determined by the ESOS Committee from time to time) ("**Maximum Allowable Allotment**");
  - (d) any allocation of ESOS Options and the related allotment of Privasia Technology Shares to any Interested Parties, shall require prior approval of the shareholders of the Company in a general meeting. The Interested Parties shall not vote on the resolution approving the said allocation and allotment; and
  - (e) the Directors and senior management of Privasia Technology Group (excluding dormant subsidiaries, if any) and the members of the ESOS Committee who are Eligible Persons shall not participate in the deliberation or discussion of their respective allocation of ESOS Options as well as allocation of ESOS Options to persons connected with them (as defined in the Listing Requirements) under the Scheme, if any.

At the time the Offer is made, the ESOS Committee shall set out the basis of allotment, identifying the category or grade of the Eligible Person and the maximum number of Shares to the Eligible Person and the maximum number of Shares for each class or grade of employees and Directors from time to time applicable shall be clearly notified to the employees of Privasia Technology Group (excluding dormant subsidiaries, if any).

The term "**senior management**" shall refer to an Employee of the Group (excluding dormant subsidiaries, if any) holding the position of manager and above or assumed the role of a team leader in a department of the Group (excluding dormant subsidiaries, if any) and shall be subject to any other criteria to be determined by the ESOS Committee from time to time.

The ESOS Committee shall be entitled to determine the Maximum Allowable Allotment after taking into consideration, the number of Eligible Persons falling within the category of Directors and senior management of the Group (excluding dormant subsidiaries, if any), as well as their position, length of service, performance and contribution to the Group, and the decision of the ESOS Committee shall be final and binding. To the extent possible and subject always to **By-Law 6.1**, the ESOS Committee will ensure that there should be equitable allocation to various categories of Eligible Persons.

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- 6.2 In the event that an Eligible Person is promoted or moved to a higher category of employment, the Maximum Allowable Allotment applicable to such Eligible Person shall be the Maximum Allowable Allotment corresponding to the new category of Employee which the Eligible Person falls within as at the Date of Offer, subject always to the maximum number of Shares available under the Scheme as stipulated under **By-Law 4.2**. However, the ESOS Committee has the sole and absolute discretion in deciding whether to grant ESOS Options or further ESOS Options, as the case may be, notwithstanding any such change in the Employee's Maximum Allowable Allotment.
- 6.3 In the event that the Eligible Person who is demoted to a lower grade or category for whatsoever reason, the following provision shall apply:
- (i) his/her Maximum Allowable Allotment shall be reduced accordingly with the scale of such category;
  - (ii) in the event that the total number of ESOS Options which have been offered to him/her up to the date he/she is moved to the lower category is greater than his/her Maximum Allowable Allotment under such lower category, he/she shall be entitled to continue to hold and to exercise all unexercised ESOS Options held by him/her on such date but he/she shall not be entitled to be offered any further ESOS Options unless and until he/she is subsequently moved to a higher category or there is an increase to his/her Maximum Allowable Allotment under such lower category, so that his/her new Maximum Allowable Allotment is increased to an amount greater than the total number of ESOS Options which have already been offered to him/her; and
  - (iii) in the event that the total number of ESOS Options which have been offered to him/her as of the date he/she is moved to the lower category is less than his/her Maximum Allowable Allotment under such lower category, he/she shall be entitled to continue to hold and to exercise all unexercised ESOS Options held by him/her on such date and, subject to **By-Law 6.6** to be offered further ESOS Options up to his/her Maximum Allowable Allotment under such lower category.
- 6.4 The Company shall ensure that allocation of ESOS Options pursuant to the Scheme is verified by the Audit Committee of Privasia Technology at the end of each financial year as being in compliance with the criteria for allocation of ESOS Options which have been disclosed to the Employees and Directors of the Group who are Eligible Persons. A statement by the Audit Committee of Privasia Technology verifying such allocations shall be included in the annual report of the Company.
- 6.5
- (a) Each Offer shall be in a multiple of not less than one hundred (100) units of Shares constituting one (1) board lot or such other units of Shares as may be determined by the ESOS Committee and subject to the Listing Requirements. The ESOS Options shall only be accepted in multiples of one hundred (100) Shares or such other units of Shares constituting one (1) board lot as may be determined by the ESOS Committee and subject to the Listing Requirements.
  - (b) For avoidance of doubt, the ESOS Committee shall have the sole and absolute discretion in determining whether granting of the ESOS Options available under this Scheme to the Eligible Persons will be based on staggered granting over the duration of the ESOS or in one (1) single grant and/or whether the ESOS Options are subject to any vesting period, and if so, to determine the vesting conditions for the ESOS Options, the determination of which will be carried out at a later date after the establishment of the ESOS and the formation of the ESOS Committee.
  - (c) In the event the ESOS Committee decides that the Offer of any number of ESOS Options is staggered or made in several tranches, the number of ESOS Options to be offered in each Offer shall be decided by the ESOS Committee at its sole and absolute discretion and each Offer shall be separate and independent from the others. The decision as to whether to stagger the allocation and granting of the ESOS Options to Eligible Persons over the Duration of the Scheme will be determined by the ESOS Committee at a later date.

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- 6.6 The ESOS Committee (subject to necessary approvals being obtained, if required) has the discretion to make the necessary adjustments so that the number of new Shares comprised in an ESOS Option that may be offered to any one of the Eligible Persons shall be in accordance with the provisions of the Listing Requirements prevailing during the period commencing from the Date of Offer for each Eligible Person and expiring on a date which the ESOS Committee may at its discretion decide, provided that no Exercise Period shall extend beyond the Duration of the Scheme.

**6A. VESTING CONDITIONS**

- 6A.1 The ESOS Committee shall, as and when it deems practicable and necessary, review and determine at its own discretion the Vesting Conditions specified in respect of an Offer. The Shares or such part thereof as may be specified in respect of an Offer will only vest with the Grantee on the relevant vesting date if the Vesting Conditions are fully and duly satisfied, including the following:
- (i) the said Grantee has not been adjudicated a bankrupt;
  - (ii) the said Grantee remains an employee or a Director and has not given notice of resignation, or received a notice of termination, or be removed, or has otherwise ceased or had his/her employment terminated; and
  - (iii) any other conditions as may be determined by the ESOS Committee.
- 6A.2 The ESOS Committee shall have full discretion to determine whether any Vesting Conditions have been fully and duly satisfied and such determination by the ESOS Committee shall be final and binding.
- 6A.3 The ESOS Committee may, by giving notice in writing to the Grantee, vary or waive the terms of any Vesting Conditions, performance period, service period, vesting period or other conditions if it deems fit.

**7. OFFER**

- 7.1 During the Duration of the Scheme, the ESOS Committee may at its discretion at any time and from time to time make an Offer in writing to an Eligible Person, subject to the Eligible Person's Maximum Allowable Allotment and in accordance with the terms of this Scheme.
- 7.2 The ESOS Committee shall state the following particulars in the Offer Letter:-
- (i) the number of ESOS Options that are being offered to the Eligible Person;
  - (ii) the number of new Shares which the Eligible Person shall be entitled to subscribe for upon exercise of the ESOS Options being offered;
  - (iii) the Exercise Period;
  - (iv) the Exercise Price;
  - (v) the Offer Period;
  - (vi) the closing date for acceptance of the Offer;
  - (vii) the vesting conditions including but not limited to service or performance criteria, performance targets, assessment and appraisal ("**Vesting Conditions**"), performance period, vesting period, vesting date(s), and number of Options exercisable for each year of continued service;
  - (viii) the manner and conditions of exercise of the ESOS Options; and

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- (ix) any other conditions or information that may be deemed necessary by the ESOS Committee.
- 7.3 An Offer shall be valid for acceptance for a period of fourteen (14) days from the Date of Offer or such longer period as may be determined by the ESOS Committee on a case-by-case basis at its sole and absolute discretion ("**Offer Period**").
- 7.4 No Offer shall be made to any Director or Employee who is a person connected with such Director, major shareholder or chief executive officer of the Company (as defined in the Listing Requirements), unless such Offer and the grant of ESOS Options have previously been approved by the shareholders of the Company in a general meeting as provided under **By-Law 5.2**.
- 7.5 Where it involves a grant of ESOS Options to Eligible Persons who are members of the ESOS Committee and/or persons connected (as defined in the Listing Requirements) to him/her who are members of the ESOS Committee, such grant of ESOS Options shall be decided by the Board.
- 7.6 In the event of an error on the part of the Company or the ESOS Committee in stating any of the particulars referred to in **By-Law 7.2**, the following provisions shall apply:
- (a) within thirty (30) calendar days after discovery of the error, the Company or ESOS Committee shall issue a supplemental Offer Letter, stating the correct particulars of the offer referred to in **By-Law 7.2**;
  - (b) in the event that the error relates to particulars other than the Exercise Price, the Exercise Price applicable in the supplemental Offer Letter shall remain as the Exercise Price as per the original Offer Letter; and
  - (c) in the event that the error relates to the Exercise Price, the Exercise Price applicable in the supplemental Offer Letter shall be the Exercise Price applicable as at the date of the original Offer Letter, save and except with respect to any ESOS Options which have already been exercised as at the date of issue of the supplemental Offer Letter.
- 7.7 Nothing herein shall prevent the ESOS Committee from making more than one (1) Offer during the Duration of the Scheme to an Eligible Person provided always that the total aggregate number of ESOS Options offered to any Eligible Persons including ESOS Options which have been exercised, if any, shall not exceed the Maximum Allowable Allotment. Each Offer made to any Eligible Persons by the ESOS Committee shall be separate and independent from any previous or later Offer made by the ESOS Committee to that Eligible Persons.

**8. ACCEPTANCE**

- 8.1 An Offer shall be accepted by an Eligible Person within the Offer Period by written notice to the Company or in such manner as may be prescribed by the ESOS Committee from time to time accompanied by a payment to the Company of a nominal non-refundable consideration of Ringgit Malaysia One (RM1.00) only, regardless of the numbers of ESOS Options comprised therein.
- 8.2 If an Offer is not accepted in the manner aforesaid within the Offer Period, the Offer shall automatically lapse upon the expiry of the Offer Period and be null and void and be of no further force and effect.
- 8.3 The ESOS Options not taken up resulting from the non-acceptance of Offers within the Offer Period may, at the discretion of the ESOS Committee, thereafter form part of the balance of the ESOS Options available under the Scheme and to be re-offered for future Offers to the other Eligible Persons.
- 8.4 Any Offer shall automatically lapse and be null and void in the following events:



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- (a) on the day the Eligible Person receives an order is made against him/she by a court of competent jurisdiction; or
- (b) on the day of the Eligible Person's death; or
- (c) on the day the Eligible Person's employer notifies the Eligible Person of termination of his/her employment or contract services; or
- (d) on the day the Eligible Person resign or cease his/her employment or contract services for any reason whatsoever,

prior to the acceptance of the Offer by the Eligible Person in the manner set out in **By-Law 8**.

- 8.5 The Company shall keep and maintain a register of Grantees as required under Section 129 of the Act at its expense and shall enter in that register the names and addresses of the Grantees, the Maximum Allowable Allotment, the number of ESOS Options offered, the number of ESOS Options accepted, the number of ESOS Options exercised, the Date of Offer and the Exercise Price and such information as may be prescribed by the ESOS Committee.
- 8.6 The Company shall, on the Date of Offer, announce the following to Bursa Securities upon the ESOS Options offered under the Scheme:
- (a) Date of Offer;
  - (b) Exercise Price of ESOS Options offered;
  - (c) number of ESOS Options offered;
  - (d) market price of its securities on the Date of Offer; and
  - (e) number of ESOS Options offered to each Director, if any.

**9. NON-TRANSFERABILITY**

- 9.1 An ESOS Option issued/granted to Grantee is personal to the Grantee and subject to the provisions of **By-Laws 10.10, 15, 17 and 18**, is exercisable only by the Grantee personally during his/her lifetime whilst he/she is in the employment of any company in the Group and within the Exercise Period.
- 9.2 An ESOS Option issued prior to the allotment and/or transfer to the Grantee of the Shares to which the ESOS Option relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of in whole or in part, except with the prior approval of the ESOS Committee and if a Grantee shall do, suffer or permit any such act or thing as a result of which he/she would or might be deprived of any rights under an ESOS Option without the prior approval of the ESOS Committee, that ESOS Option shall immediately lapse.
- 9.3 Unless permitted under these By-Laws, an ESOS Option shall not be transferred, assigned, disposed of or subject to any encumbrances by the Grantee. Any attempt to transfer, assign, dispose or encumber any ESOS Option shall result in the automatic cancellation or termination of the ESOS Option.
- 9.4 In the event a Grantee is transferred to another company within the Group which has its own share option scheme, the Grantee shall be entitled to the ESOS Option previously granted under this Scheme, in accordance with these By-Laws, but such Grantee shall not upon such transfer taking effect be eligible to participate further ESOS Options under the Scheme.

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**10. EXERCISE OF ESOS OPTIONS**

- 10.1 An ESOS Option granted to a Grantee under the Scheme is, subject to the provisions of **By-Laws 10.10, 15, 17 and 18**, exercisable only by that Grantee personally during his/her lifetime and whilst he/she is in the employment of any company in the Group and within the Exercise Period.
- 10.2 Upon an acceptance of an Offer, the Grantee may during the Exercise Period exercise his/her ESOS Options in full or in part on such time and working days as the ESOS Committee may from time to time, notify the Grantee. The ESOS Committee may with its power under **By-Law 22**, at any time and from time to time, before and after ESOS Options are granted, limit the exercise of the ESOS Options to a maximum number of new Shares and/or such percentage of the total new Shares comprised in the ESOS Options during such periods within the Exercise Period and impose other terms and/or conditions deemed appropriate by the ESOS Committee in its sole discretion.
- 10.3 A Grantee shall exercise the ESOS Options granted to him/her in multiples of and not less than one hundred (100) new Shares or such other units of Shares constituting one (1) board lot as may be determined by Bursa Securities. Partial exercise of an ESOS Option shall not preclude the Grantee from subsequently exercising the ESOS Option as to the balance of any new ESOS Option, if any, which he/she is entitled to subscribe under the Scheme.
- Save and except where the balance of ESOS Options exercisable by the Grantee in accordance with these By-Laws into the new Shares shall be less than one hundred (100) or such other units of Shares constituting one (1) board lot as may be determined by Bursa Securities, the said balance ESOS Option shall, if exercised, must be exercised in a single tranche.
- 10.4 ESOS Options which are exercisable in a particular year but are not exercised may be carried forward to subsequent years subject to the Exercise Period and any other impositions which is or may be determined by the ESOS Committee. Any ESOS Options which remain unexercised at the expiry of the Exercise Period shall be automatically terminated and lapse without any claim against the Company.
- 10.5 Subject to the discretion of the ESOS Committee, where a Grantee is serving under an employment contract, he/she may exercise any remaining unexercised ESOS Options within sixty (60) days before the expiry of the employment contract if the remaining duration of the employment contract from the date on which the ESOS Options are granted is less than the Exercise Period.
- 10.6 A Grantee shall exercise his/her ESOS Options by notice in writing to the Company in such form as the ESOS Committee may prescribe or approve ("**Notice of Exercise**"). The procedure for the exercise of ESOS Options to be complied with by a Grantee shall be determined by the ESOS Committee from time to time.
- 10.7 Every Notice of Exercise shall state the number of new Shares the Grantee intends to subscribe and the Grantee's CDS Account and shall be accompanied by remittance in Ringgit Malaysia in the form of a banker's draft, cashier's order or any other mode acceptable to the ESOS Committee, drawn and payable for the full amount of the subscription monies in respect thereof PROVIDED THAT the number of new Shares stated therein shall not exceed the amount exercisable by such Grantee.
- 10.8 Within eight (8) Market Days (or such other period as may be prescribed by Bursa Securities and subject to the Constitution) after the receipt of the complete and valid Notice of Exercise together with the remittance from the Grantee, the Company shall allot and issue the relevant number of new Shares, despatch a notice of allotment to the Grantee and then make an application for quotation for the Shares, upon and subject to the provisions of the Listing Requirements, Constitution, Central Depositories Act and the Rules of Bursa Depository. The said new Shares will be credited directly into the CDS Account of the Grantee. No physical share certificates will be issued. For Grantees who do not have CDS Account, such Grantees are required to open a CDS Account at their own expense before they can exercise their ESOS Options.

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- 10.9 Any failure to comply with the procedures specified by the ESOS Committee or to provide information as required by the Company in the Notice of Exercise or incomplete or inaccuracy in the CDS Account number provided shall result in the Notice of Exercise being rejected at the discretion of the ESOS Committee. The ESOS Committee shall inform the Grantee of the rejection of the Notice of Exercise within ten (10) Market Days from the date of rejection and the Grantee shall then be deemed not to have exercised his/her ESOS Options.
- 10.10 Notwithstanding anything contrary herein contained in these By-Laws, the ESOS Committee shall have the right, at its absolute discretion by notice in writing to that effect, 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 ESOS Committee may impose such terms and conditions as the ESOS 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 ESOS Committee shall reinstate the right of such Grantee to exercise his/her 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 ESOS 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 expiry of the Exercise Period, the ESOS Option of such Grantee shall immediately lapse on the expiry of the Exercise Period without notice.
- 10.11 The Company, the Board and the ESOS Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities howsoever arising in the event of any delay on the part of the Company in allotting and issuing the new Shares, or in procuring Bursa Securities to list and quote the new Shares subscribed for by a Grantee, or any delay in receipt or non-receipt by the Company of the Notice of Exercise, or for any errors in any Offer.
- 10.12 Every ESOS Option shall be subject to the condition that no new Shares shall be issued pursuant to the exercise of an ESOS Option 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 Exercise Period or such period as may be extended.

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**11. EXERCISE PRICE**

The Exercise Price shall be fixed based on a price to be determined by the Board upon recommendation of the ESOS Committee based on the five (5) Market Days volume weighted average market price ("**5D-VWAMP**") of the Shares immediately preceding the Date of Offer with a discount of not more than ten per centum (10%) of the said 5D-VWAMP, subject to such adjustments as stipulated under **By-Law 16** and Listing Requirements or as may be amended, varied or supplemented from time to time.

**12. RIGHTS OF A GRANTEE**

The ESOS Options shall not carry any right to vote at any general meeting of the Company and the new Privasia Technology Shares, upon allotment and issuance, will be subject to the provisions of the Constitution of the Company relating to transfer, transmission or otherwise of the Shares including the rights of the holder of the Shares on the winding up of the Company.

**13. RANKING OF THE NEW SHARES TO BE ISSUED PURSUANT TO THE EXERCISE OF THE ESOS OPTIONS**

The new Privasia Technology Shares to be allotted and issued pursuant to the exercise of the ESOS Options shall, upon allotment and issuance, rank equally in all respects with the then existing Privasia Technology Shares, save and except that the new Privasia Technology Shares shall not be entitled to any dividends, rights, allotments and/or other distribution which may be declared, made or paid, for which the entitlement date is prior to the date of allotment and issuance of such new Privasia Technology Shares.

**14. RETENTION PERIOD AND RESTRICTION OF SHARES**

- 14.1 The new Shares to be issued to a Grantee (save for an Eligible Person who is a non-executive Director) shall not be subject to any retention period or restriction on transfer unless stated otherwise in the Offer Letter or as may be determined by the ESOS Committee from time to time at its discretion. However, the Company encourages the Grantees to hold the Shares as a long-term investment and not for any speculative and/or realisation of any immediate gain.
- 14.2 Notwithstanding the above, pursuant to Rule 8.22 of the Listing Requirements, a Grantee who is a non-executive director of any company within the Group (excluding dormant subsidiaries, if any) must not sell, transfer or assign his/her Shares obtained through the exercise of the new ESOS Options offered to him/her pursuant to the Scheme within one (1) year from the Date of Offer of such new ESOS Options or such period as may be prescribed by Bursa Securities.

**15. TERMINATION OF ESOS OPTIONS**

- 15.1 Any ESOS Option which has not been exercised by a Grantee shall be automatically terminated and be of no further force or effect in the following circumstances: -
- (a) termination or cessation of employment or contract services of the Grantee with the Group for any reason whatsoever, in which event the ESOS Option shall be automatically terminated 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; or

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- (b) bankruptcy of the Grantee, in which event the ESOS Option shall be automatically terminated on the date a receiving order is made against the Grantee by a court of competent jurisdiction; or
- (c) upon the happening of any other event which results in the Grantee being deprived of the beneficial ownership of the ESOS Option, in which event the ESOS Option shall be automatically terminated on the date such event occurs; or
- (d) winding-up or liquidation of the Company, in which event the ESOS Option shall be automatically terminated 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) the subsidiary of the Company which employs the Grantee ceasing to be part of the Group in which event the ESOS Option shall be automatically terminated on the date the subsidiary ceases to be part of the Group; or
- (f) termination of the Scheme pursuant to **By-Law 20.8**; or
- (g) any other circumstances acceptable to the ESOS Committee in its exercise of discretion;

whichever shall be applicable.

Upon the termination of the ESOS Options pursuant to **By-Law 15.1** above, the Grantee shall have no right to compensation or damages or any claim against the Company 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 his/her ceasing to hold office or employment or from the suspension of his/her right to exercise his/her ESOS Options or his/her ESOS Options ceasing to be valid.

15.2 Notwithstanding **By-Law 15.1** above, a Grantee may apply in writing to the ESOS Committee to be allowed to continue to hold and to exercise any ESOS Option held by him/ her upon termination of employment with the Group in the following circumstances: -

- (a) retirement upon or after attaining the retirement age in accordance with the Company's retirement policy or relevant guidelines by authorities in Malaysia, as may be amended from time to time, and with the consent of his/her employer, being a company within the Group; or
- (b) ill-health, injury, physical or mental disability; or
- (c) redundancy, retrenchment or voluntary separation scheme; or
- (d) secondment or 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 ESOS Committee.

15.3 Applications under **By-Law 15.2** shall be made: -

- (a) in a case where **By-Law 15.2(a)** is applicable, before the Grantee's last day of employment, the Grantee may exercise ESOS Options at any time before his/her last day of employment subject to the provisions of **By-Law 10**. In the event that no application is received by the ESOS Committee before the Grantee's last day of employment, any ESOS Option held by the Grantee on his/her last day of employment shall be automatically terminated;

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- (b) in a case where **By-Law 15.2(b)** is applicable, within one (1) 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 ESOS Options within the said period of one (1) month subject to the provisions of **By-Law 10**. In the event that no application is received by the ESOS Committee within the said period, any ESOS Option held by the Grantee at the expiry of the said period shall be automatically terminated;
  - (c) in a case where **By-Law 15.2(c)** is applicable, within one (1) month after the 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, within one (1) month after he/she accepts such offer, the Grantee may exercise ESOS Options within the said period of one (1) month subject to the provisions of **By-Law 10**. In the event that no application is received by the ESOS Committee within the said period, any ESOS Option held by the Grantee at the expiry of the said period shall be automatically terminated; and
  - (d) in a case where **By-Law 15.2(d)** is applicable, within one (1) month after the Grantee is notified that he/she will be seconded or transferred to a company outside the Group. The Grantee may exercise ESOS Options within the said period of one (1) month subject to the provisions of **By-Law 10**. In the event that no application is received by the ESOS Committee within the said period, any ESOS Option held by the Grantee at the expiry of the said period shall be automatically terminated.
- 15.4 The ESOS Committee shall consider applications under **By-Law 15.2** 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 thereof and may impose any terms and conditions in granting an approval. The decision of the ESOS Committee shall be final and binding. In the event that the ESOS Committee approves an application in whole or in part, the Grantee may exercise the ESOS Options which are the subject of the approval within the period so approved by the ESOS Committee and subject to the provisions of **By-Law 10**. Any ESOS 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 15.3** or on the date of the ESOS Committee's decision, whichever is the later.
- 15.5 In the event that the ESOS Committee receives an application under **By-Law 15.2** after the expiry of the relevant period under **By-Law 15.3**, the ESOS Committee shall take into account the reasons given by the Grantee for the delay in making the application, in exercising the ESOS Committee's discretion and powers under **By-Law 15.4**. In the event that the ESOS Committee approves the application in whole or in part, the Company shall make an Offer in respect of the unexercised ESOS Options which are the subject of approval to the Grantee and such ESOS Options offered, if accepted by the Grantee shall be exercisable:-
  - (a) only within the Exercise Period of those ESOS Options which were terminated due to the Grantee's delay in making the application;
  - (b) in accordance with the provisions of **By-Law 10** as applicable in respect of such terminated ESOS Options; and
  - (c) at the Exercise Price applicable in respect of such terminated ESOS Options.
- 15.6 In the event a Grantee dies before the expiration of the Exercise Period and at the time of his/her death held unexercised ESOS Options, such unexercised ESOS Options may be exercised by the legal or personal representative(s) or heirs (as the case may be) of the deceased Grantee ("**Representative**") after the date of his/her death provided that such exercise shall be within the Exercise Period and subject to the approval of the ESOS Committee. For the avoidance of doubt, in the event the Representative exercises such unexercised ESOS Options, the provisions in the By-Laws shall apply *mutatis mutandis* to the Representative.

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**16. ALTERATION OF CAPITAL AND ADJUSTMENTS**

- 16.1 Subject to **By-Law 16.4** hereof, in the event of any alteration in the capital structure of the Company during the Exercise Period, whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of Shares or reduction of capital or any other variation of capital shall take place or if the Company shall make a capital distribution during the Duration of the Scheme, the Company shall cause such adjustment to be made to:-

- (a) the Exercise Price; and/or
- (b) the number of new Privasia Technology Shares which a Grantee shall be entitled to subscribe for upon the exercise of each ESOS Option (excluding ESOS Options which have been exercised),

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

The computation for the adjustment to the number of ESOS Options granted to each Grantee and/or Exercise Price is set out in **Attachment 1** to these By-Laws.

- 16.2 Such adjustments which are made pursuant to **By-Law 16.1** (other than on a bonus issue, subdivision or consolidation of Shares) must be confirmed in writing by the approved external auditors of the Company for the time being or the Adviser of the Company (acting as experts and not as arbitrators), upon reference to them by the ESOS Committee, to be in their opinion, fair and reasonable, PROVIDED ALWAYS THAT: -

- (i) any adjustment to the Exercise Price shall be rounded up to the nearest one (1) sen;
- (ii) in the event that a fraction of a new Share arising from the adjustment referred to in these By-Laws would otherwise be required to be issued upon the exercise of an ESOS Option by the Grantee, the Grantee's entitlement shall be rounded down to the nearest whole number;
- (iii) upon any adjustment being made pursuant to these By-Laws, the ESOS Committee shall, within thirty (30) calendar days of the effective date of the alteration in the capital structure of the Company, notify the Grantee (or his/her Representative where applicable) in writing informing him/her of the adjusted Exercise Price thereafter in effect and/or the revised number of ESOS Options to be issued so far as unexercised; and
- (iv) any adjustments made must be in compliance with the provisions for adjustment as provided in these By-Laws.

Notwithstanding the foregoing, any adjustments to the Exercise Price and/or the number of ESOS Options to be issued so far as unexercised arising from a bonus issue, subdivision or consolidation of Shares, need not be confirmed in writing by the approved external auditors of the Company or the Adviser of the Company.

- 16.3 Save as expressly provided for herein, the approved external auditors of the Company or the Adviser of the Company must confirm in writing that the adjustments are in their opinion fair and reasonable. The opinion of the approved external auditors or the Adviser of the Company (as the case may be) shall be final, binding and conclusive.
- 16.4 The provisions of this **By-Law 16** shall not be applicable where an alteration in the capital structure of the Company arises from any of the following:-
- (a) an issue of new Shares pursuant to the exercise of ESOS Options under the Scheme; or

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- (b) an issue of securities as consideration or part consideration for an acquisition of any other securities, assets or business; or
  - (c) an issue of securities pursuant to a private placement or an issue of securities approved by the relevant authorities and the members of the Company at a general meeting of such members; or
  - (d) an issue of securities pursuant to a special issue approved by the relevant governmental authorities; or
  - (e) a restricted issue of securities; or
  - (f) an issue of new Shares arising from the exercise of any conversion rights in respect of securities convertible into new Shares including but not limited to warrants, convertible loan stocks and convertible preference shares or issue of such securities convertible into new Shares; or
  - (g) an issue of further ESOS Options to Eligible Persons under these By-Laws; or
  - (h) a purchase by the Company of its own Shares pursuant to Section 127 of the Act. In such event, the following provisions shall apply:
    - (i) if the number of Shares in respect of ESOS Options granted by the Company as at the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is greater than fifteen per cent (15%) of the total number of issued Shares of the Company after such designation or cancellation, the ESOS Committee shall not make any further Offers until the total number of Shares under the subsisting ESOS Options, including those Shares that have been issued under the Scheme falls below fifteen per centum (15%) of the total number of issued Shares of the Company (excluding treasury shares, if any), at any one time throughout the Duration of the Scheme as provided in **By-Laws 20.3 and 20.4**; and
    - (ii) if the number of Shares in respect of ESOS Options granted by the Company as at the date of designation of the Shares so purchased as treasury shares or cancellation of such purchased Shares is less than fifteen per cent (15%) of the total number of issued Shares of the Company after such designation or cancellation, the ESOS Committee may make further Offers only until the total number of ESOS Options granted by the Company (including those ESOS Options that have been issued and exercised under the Scheme) is equivalent to fifteen per cent (15%) of the total number of issued Shares of the Company after such designation or cancellation; or
  - (i) an issue by the Company of new Shares or of securities convertible into Shares or securities with rights to acquire or subscribe for Shares to its officers, including Directors, or Employees of the Company or any of its subsidiaries pursuant to purchase or option schemes approved by the shareholders in general meeting; or
  - (j) any issue of Shares by the Company (other than bonus and rights issue) pursuant to a dividend reinvestment scheme undertaken in accordance with the Listing Requirements or for any purpose whatsoever.
- 16.5 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Subdivision 2 of Division 7 of Part III of the Act, **By-Law 16.1** 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, but **By-Law 16.1** 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 16.1** is not applicable.



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16.6 An adjustment pursuant to **By-Law 16.1** 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 on which the consolidation or subdivision of Shares or capital reduction becomes effective, or such period as may be prescribed by Bursa Securities.

Upon any adjustment being made, the ESOS Committee shall give notice in writing within thirty (30) calendar days from the effective date of adjustment to the Grantee, or his/her Representative where the Grantee is deceased, to inform him/her of the adjustment and the event giving rise thereto.

Any adjustments (other than on a bonus issue, subdivision or consolidation of Shares) must be confirmed in writing by the approved external auditors of the Company or the Company's Adviser (as the case may be) (who shall act as an expert and not as an arbitrator), to be in his/her opinion fair and reasonable. For the purpose of these By-Laws, an approved external auditors of the Company shall have the meaning given in Section 2(1) of the Act.

If an event occurs that is not set out in **By-Law 16.1** or if the application of any of the formulae to an event results in a manifest error or in the opinion of the ESOS Committee is not appropriate, the ESOS Committee may effect an adjustment in such manner deemed appropriate by the ESOS Committee provided that the Grantee shall be notified of the adjustment in such manner deemed appropriate by the ESOS Committee.

16.7 All adjustments made pursuant to **By-Law 16** shall be final and binding.

**17. TAKE-OVERS AND MERGERS, SCHEMES OF ARRANGEMENT, AMALGAMATIONS AND RECONSTRUCTIONS**

17.1 In the event of: -

- (a) a take-over offer being made for, under the Malaysian Code on Take-overs and Mergers, 2016 and the Rules on Take-overs, Mergers and Compulsory Acquisitions (or any replacement thereof), to acquire the whole of the issued Shares (or such part thereof not at the time held by the person making the take-over offer ("**Offeror**") or any persons acting in concert with the Offeror), a Grantee will be entitled within such period to be determined by the ESOS Committee, to exercise all or any part of his/her ESOS Options and the Directors shall use their best endeavours to procure that such a general offer be extended to the new Shares that may be issued pursuant to the exercise of the ESOS Options under this By-Laws; or
- (b) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of new Shares under the provisions of any applicable statutes, rules and/or regulations and gives notice to the Grantee that it intends to exercise such rights on a specific date ("**Specified Date**"), the Grantee will be entitled to exercise all or any part of his/her ESOS Options from the date of service of the said notice to the Grantee until the expiry of the Specified Date.

In the foregoing circumstances, if the Grantee fails to exercise his/her ESOS Options or elects to exercise only in respect of a portion of such ESOS Options, then any ESOS Options to the extent unexercised by the expiry of the periods stipulated in the aforesaid circumstances shall automatically lapse and be null and void.

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- 17.2 Notwithstanding the provisions of **By-Law 10** and subject to the discretion of the ESOS Committee, in the event of the court sanctioning a compromise or arrangement between the Company and its members proposed for the purpose of, or in connection with, a scheme of arrangement and reconstruction of the Company under Section 366 of the Act or its amalgamation with any other company or companies under Section 370 or any other provisions of the Act or the Company decided to merge with other company or companies, a Grantee may be entitled to exercise all or any part of his/her ESOS Options which remain unexercised at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court until the date upon which such compromise or arrangement becomes effective PROVIDED ALWAYS THAT no ESOS Option shall be exercised after the expiry of the Exercise Period. Upon the compromise or arrangement becoming effective, all unexercised ESOS Options shall automatically lapse and become null and void and of no further force and effect.

**18. DIVESTMENT FROM AND TRANSFER TO/FROM THE GROUP**

- 18.1 If a Grantee is in the employment of or hold directorship in a company within the Group and such company is subsequently divested, wholly or in part, from the Group, then the ESOS Committee will have the right to determine at its discretion whether or not the Grantee: -
- (a) will be entitled to continue to hold and to exercise all the unexercised or partially exercised ESOS Options which were granted to him/her under the Scheme within a period which will be decided by the ESOS Committee, failing which the right of such Grantee to subscribe for that number of new Shares or any part thereof granted under such unexercised or partially exercised ESOS Option(s) shall automatically lapse and be null and void and of no further force and effect upon the expiry of the relevant period; and
  - (b) shall be eligible to participate for further ESOS Options under the Scheme.
- 18.2 For the purposes of **By-Law 18.1**, a company shall be deemed to be divested from the Group or disposed of from the Group in the event that the effective interest of the Company in such company is reduced from above fifty per centum (50%) to fifty per centum (50%) or below so that such company would no longer be a subsidiary of the Company pursuant to Section 4 of the Act.
- 18.3 In the event that:-
- (a) an employee who was employed in a company which is related to the Company pursuant to Section 7 of the Act (that is to say, a company which does not fall within the definition of "**the Group**") and is subsequently transferred from such company to any company within the Group; or
  - (b) an employee who was in the employment of a company which subsequently becomes a member of the Group as a result of a restructuring or acquisition exercise or otherwise involving the Company and/or any company within the Group with any of the first mentioned company stated in (a) above;

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

For the avoidance of doubt, in the event of any acquisition or incorporation of any company into the Group pursuant to part (b) above as a subsidiary as defined in Section 4 of the Act or any other statutory regulation in place thereof during the Duration of the Scheme, the Scheme shall apply to the employees of such company on the date of such company becomes a subsidiary of the Group (provided that such subsidiary is not dormant) falling within the meaning of the expression of "**Eligible Person**" under **By-Law 3.1** and the provisions of the By-Laws shall apply.

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**19. 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 reinstated.

**20. DURATION, TERMINATION AND EXTENSION OF SCHEME**

20.1 The Effective Date for the implementation of the Scheme shall be the date of full compliance with all relevant requirements in the Listing Requirements, including the following: -

- (a) submission of the final copy of the By-Laws to Bursa Securities together with a letter of compliance pursuant to Rule 2.12 of the Listing Requirements and a checklist showing compliance with Appendix 6E of the Listing Requirements and Rules of Bursa Depository;
- (b) the receipt of the approval or approval-in-principle from Bursa Securities, as the case may be, for the issuance and listing of and quotation for the new Shares to be issued pursuant to the exercise of ESOS Options granted under the Scheme;
- (c) the approval of the shareholders of the Company for the Scheme in a general meeting;
- (d) receipt of the approval of any other relevant authorities whose approvals are necessary in respect of the Scheme; and
- (e) fulfilment of all conditions attached to any of the abovementioned approvals, if any.

20.2 The Adviser of the Company shall submit a confirmation letter to Bursa Securities of full compliance with the relevant requirements of Bursa Securities stating the Effective Date of implementation of the Scheme together with a certified true copy of the relevant resolution passed by the shareholders of the Company in the general meeting. The confirmation letter shall be submitted to Bursa Securities no later than five (5) Market Days after the Effective Date.

20.3 The Scheme shall be in force for a duration of five (5) years from the Effective Date subject however to any extension of the Scheme as provided under **By-Law 20.4** below.

20.4 The Scheme may be extended at the sole and absolute discretion of the Board upon the recommendation of the ESOS Committee for a further five (5) years or such shorter period as it deems fit immediately from the expiry of the first five (5) years, without any approval from the shareholders of the Company in any general meeting, provided that the initial duration of the ESOS stipulated above and any extension of the ESOS shall not in aggregate exceed ten (10) years from the Effective Date or such longer period as may be allowed by the relevant authorities. The Company shall make the necessary announcement to Bursa Securities should there be any extension of the ESOS on or before the expiry of the first five (5) years.

20.5 Any extended Scheme under this provision shall be implemented in accordance with the terms of these By-Laws, subject however to any revisions and/or changes to the relevant laws and/or regulations then in force. Unless otherwise required by the relevant authorities, no further approvals shall be required for the extension of the Scheme PROVIDED THAT the Company shall serve appropriate notices on each Grantee and/or make the necessary announcements to any and/or all the aforementioned parties within thirty (30) calendar days prior to the proposed extension or expiry of the Scheme and make any announcements to Bursa Securities of such extended Scheme.

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- 20.6 An Offer can only be made during the Duration of the Scheme before the Date of Expiry.
- 20.7 Notwithstanding anything to the contrary, all unexercised or partially exercised ESOS Options shall lapse on the Date of Expiry.
- 20.8 Notwithstanding the provisions of **By-Law 20.3** and subject always to compliance with Listing Requirements, other requirements of Bursa Securities and any other regulatory authorities' requirements, guidelines or directives, the Scheme may be terminated at any time prior to the Date of Expiry or during the Duration of the Scheme by the ESOS Committee upon approval of the Board without obtaining the consents from the Grantees or approvals from the shareholders of the Company provided that the Company makes an immediate announcement which shall include the following:
- (a) the effective date of termination ("**Termination Date**");
  - (b) the number of ESOS Options exercised and/or Shares vested; and
  - (c) the reasons and justification for termination,
- to Bursa Securities pursuant to the Listing Requirements.
- 20.9 Upon termination of the Scheme, the following shall apply:
- (a) the ESOS Committee shall make no further Offers;
  - (b) all Offers which have yet to be accepted by the Eligible Persons shall be automatically lapse and deemed cancelled on the Termination Date; and
  - (c) all outstanding ESOS Options which have yet to be exercised by the Grantees shall be automatically terminated and be null and void on the Termination Date.

For the avoidance of doubt, ESOS Options which have been exercised but where the new Shares have yet to be issued or registered in the name of the Eligible Persons or his/her estate as at the date of the resolution to terminate the Scheme shall remain effective and the Company shall issue and register the new Shares accordingly.

## **21. SUBSEQUENT SCHEME**

Subject to the approval of Bursa Securities and any other relevant authorities, the Company may establish or implement more than one (1) Scheme provided that the aggregate number of Shares available under all schemes does not breach the maximum limit prescribed in the prevailing guidelines issued by Bursa Securities, the Listing Requirements and any other relevant authorities as amended from time to time.

## **22. ADMINISTRATION**

- 22.1 The Scheme shall subject to these By-Laws and be administered by the ESOS Committee. The ESOS Committee shall, subject to these By-Laws, administer the Scheme in such manner as it shall think fit and with such powers and duties as are conferred upon it by the Board. The decision of the ESOS Committee shall be final and binding.
- 22.2 Without limiting the generality of **By-Law 22.1**, the ESOS Committee may, for the purpose of administering the Scheme, do all acts and things, 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 including the powers to:-

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- (a) subject to the provisions of the Scheme, construe and interpret the Scheme and ESOS Options granted under it, to define the terms therein and to recommend to the Board to establish, amend and revoke rules and regulations relating to the Scheme and its administration. The ESOS Committee in the exercise of this power may correct any defect, supply any omission, or reconcile any inconsistency in the Scheme or in any agreement providing for an ESOS Option in a manner and to the extent it deems necessary to expedite and make the Scheme fully effective; and
  - (b) determine all questions of policy and expediency that may arise in the administration of the Scheme and generally exercise such powers and perform such acts as are deemed necessary or expedient to promote the best interests of the Company.
- 22.3 The Board shall have power at any time and from time to time to approve, rescind and/or revoke the appointment of any person in the ESOS Committee as it shall deem fit.

**23. MODIFICATION, VARIATION AND/OR AMENDMENT TO THE SCHEME**

- 23.1 Subject to **By-Law 23.2**, the ESOS 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, subject to the provisions of any guidelines on share issuance schemes stipulated under the Listing Requirements and/or any other relevant regulatory authority in relation to a share issuance scheme, and the Board shall have the power at any time and from time to time by resolution to add to, amend, modify and/or delete all or any of these By-Laws upon such recommendation subject to the Company submitting the amended By-Laws and a confirmation letter to Bursa Securities each time an amendment and/or modification is made, stating that the amendment and/or modification is in compliance with the provisions of the Listing Requirements pertaining to share issuance scheme and the Rules of Bursa Depository.
- 23.2 Subject to **By-Law 23.3**, the approval of the shareholders of the Company in general meeting shall not be required in respect of additions, modifications or amendments to and/or deletions of these By-Laws (including any additions, modifications or amendments to or deletions of the By-Laws for purposes of complying with the Act) PROVIDED THAT no additions, modifications or amendments to and/or deletions of these By-Laws shall be made which would: -
  - (a) materially prejudice any rights which would have accrued to any Grantee without the prior consent or sanction of that Grantee; or
  - (b) alter the rights of the Grantees to the advantage of any Grantee or group of Grantee or all Grantees; or
  - (c) increase the number of new Shares available under the ESOS beyond the maximum imposed by the By-Laws.
- 23.3 For the purpose of complying with the provisions of the Listing Requirements, these By-Laws shall not be amended or altered in any way whatsoever for the advantage of Eligible Persons or Grantees without the prior approval of the Company's shareholders obtained at a general meeting unless allowed otherwise by the provisions of the Listing Requirements.
- 23.4 The Grantees shall be given written notices in the term prescribed by the ESOS Committee from time to time in the event of any conditions, amendments to and/or modifications of these By-Laws within fourteen (14) Market Days of any of the foregoing taking effect.

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**BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME**

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**24. INSPECTION OF ACCOUNTS**

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

**25. 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 Eligible Person.

**26. NO COMPENSATION FOR TERMINATION**

- 26.1 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. 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 Offer or consideration for the 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 Options) 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 ESOS Committee or any other party for compensation, loss or damages whatsoever and howsoever arising from the suspension, cancellation or surrendering of his/her rights or exercise of his/her ESOS Options or his/her rights or ESOS Options ceasing to be valid pursuant to the provisions of these By-Laws; and
- (d) the Company, the Board or the ESOS Committee shall in no event be liable to the Grantee or his/her 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 ESOS Committee has been advised of the possibility of such damage.

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**BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME**

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**27. DISPUTES**

- 27.1 In case any dispute or difference shall arise between the ESOS 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 ESOS Committee during the Duration of the Scheme, then the ESOS Committee shall determine such dispute or difference by a written decision (without the obligation to give any reason thereof) given to the Eligible Person and/or Grantee, as the case may be PROVIDED THAT where the dispute or difference is raised by a member of the ESOS Committee, the said member shall abstain from voting in respect of the decision of the ESOS Committee in that instance.
- 27.2 In the event the Eligible Person or Grantee, as the case may be, shall dispute the same by written notice to the ESOS Committee within fourteen (14) days of the receipt of the written decision, then such dispute or difference shall be referred to the Board, whose decision shall be final and binding in all respects, provided that any Director of the Company who is also in the ESOS Committee shall abstain from voting and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws. Notwithstanding anything herein to the contrary, any costs and expenses incurred in relation to any dispute or difference or appeal brought by any party to the ESOS Committee shall be borne by such party.
- 27.3 Notwithstanding the foregoing provisions of **By-Laws 27.1** and **27.2** above, matters concerning adjustments made pursuant to **By-Law 16** shall be referred to approved external auditors of the Company or the Company's Adviser (as the case may be) who shall act as experts and not as arbitrators and whose decision shall be final and binding in all respects.

**28. COSTS AND EXPENSES**

Unless otherwise stipulated by the Company in the Offers, 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 exercise of 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 of the Offers and exercise of the ESOS Options under the Scheme.

**29. CONSTITUTION OF THE COMPANY**

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 save and except where such provisions of the By-Laws are included pursuant to the Listing Requirements.

**30. TAXES**

All taxes (including income tax), if any, arising from the exercise of any ESOS Options, including the transfer, issuance and allotment of Shares under the Scheme shall be borne by the Grantee.

**31. LISTING AND QUOTATION OF SHARES**

- 31.1 Upon the exercise of any ESOS Options in accordance with **By-Law 10**, the Company shall, subject to it having obtained the prior written approval of Bursa Securities and/or other relevant authorities and making applications to Bursa Securities for the listing of and quotation for such new Shares, use its best endeavours to obtain permission for the dealing of such new Shares.
- 31.2 The Company and the ESOS Committee shall not under any circumstances be held liable for any costs, losses and damages whatsoever and however relating to the delay on the part of the Company in allotting and issuing the Shares or in procuring Bursa Securities to list the Shares for which the Grantee is entitled to subscribe.

**BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME**

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**32. NOTICE**

- 32.1 Any notice under the Scheme required to be given to or served upon the ESOS Committee by an Eligible Person or Grantee or any correspondence to be made between an Eligible Person or Grantee to the ESOS Committee shall be given or made in writing and either delivered by hand or sent to the ESOS Committee or the Company by facsimile or ordinary post. Notwithstanding the foregoing, proof of posting shall not be evidence of receipt of the letter.
- 32.2 Any notice or request which the Company is required to give, or may desire to give, to any Eligible Person or the Grantee pursuant to the Scheme shall be in writing and shall be deemed to be sufficiently given:-
- (a) if it is sent by ordinary post by the Company to the Eligible Person or the Grantee at the last address known to the Company as being his/her address, such notice or request shall be deemed to have been received five (5) days after posting;
  - (b) if it is delivered by hand to the Eligible Person or the Grantee, such notice or request shall be deemed to have been received on the date of delivery; and
  - (c) if it is sent by electronic media, including but not limited to electronic mail, to the Eligible Person or the Grantee, such notice or request shall be deemed to have been received upon confirmation or notification received after the sending of notice or request by the Company.

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

- 32.3 Where any notice which the Company or the ESOS Committee is required to give, or may desire to give, in relation to matters which may affect all the Eligible Persons or the Grantees (as the case may be) pursuant to the Scheme, the Company or the ESOS Committee may give such notice through an announcement to all employees of the Group to be made in such manner deemed appropriate by the ESOS Committee (including via electronic media). Upon the making of such an announcement, the notice to be made under **By-Law 32.2** shall be deemed to be sufficiently given, served or made to all affected Eligible Persons or Grantee, as the case may be.

**33. 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.

**34. DISCLOSURES IN ANNUAL REPORT**

The Company will make such disclosures in its annual report for as long as the Scheme continues in operation as from time to time required by the Listing Requirements including (where applicable) a statement by the Audit Committee verifying that the allocation of ESOS Options pursuant to the Scheme is in compliance with the criteria for allocation disclosed by the Company to the Eligible Persons.

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**BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME**

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**35. ERRORS AND OMISSIONS**

If in consequence of an error or omission, the ESOS Committee discovers/determines that:-

- (a) an Eligible Person who was selected by the ESOS Committee has not been given the opportunity to participate in the Scheme on any occasion; or
- (b) the number of Shares allotted and issued and/or transferred to any Eligible Person (including those allotted and issued and/or transferred pursuant to an exercise of ESOS Option) on any occasion is found to be incorrect,

and such error or omission cannot be corrected within the relevant period specified in the Scheme, the ESOS Committee may do all such acts and things to rectify such error or omission and ensure that the Eligible Person is given the opportunity to participate in the Scheme and/or the aggregate number of Shares to which the Eligible Person is correctly entitled to.

**36. GOVERNING LAW AND JURISDICTION**

- 36.1 The Scheme, these By-Laws, all Offers made and ESOS Options granted and actions taken under the Scheme shall be governed by and construed in accordance with the laws of Malaysia. The Eligible Persons, by accepting the Offer in accordance with the By-Laws and terms of the Scheme and the Constitution, irrevocably submit to the exclusive jurisdiction of the courts in Malaysia.
- 36.2 In order to facilitate the making of any Offer (and/or the benefit thereof) under the ESOS, the ESOS 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 ESOS Committee may consider necessary or appropriate for the purposes of complying with differences in local law, tax, policy or custom of that jurisdiction. The ESOS Committee may further approve such supplements to or amendments, restatements or alternative versions of the ESOS as it may consider necessary or appropriate for such purposes without affecting the terms of the ESOS 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 ESOS. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of the ESOS, as then in effect, unless the ESOS has been amended to eliminate such inconsistency. Notwithstanding the above, any Offer made to such Eligible Persons pursuant to the ESOS shall be valid strictly in Malaysia only unless specifically mentioned otherwise by the ESOS Committee in the Offer.
- 36.3 No action has been or will be taken by the Company to make the Offer in any country or jurisdiction other than Malaysia or to ensure compliance of the 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 the Offer is made, with all applicable laws and regulations in such other country or jurisdiction in which the Eligible Person accepts the Offer or will exercise the Option.
- 36.4 Any Eligible Person to whom the Offer is made 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 Offer or exercise the Option. By their acceptance of the 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 Offer and/or will exercise the Option.

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BY-LAWS OF PRIVASIA TECHNOLOGY BERHAD AND ITS SUBSIDIARIES' EMPLOYEES SHARE OPTION SCHEME

ATTACHMENT 1

**ADJUSTMENT TO THE EXERCISE PRICE OR THE NUMBER OF SHARES**

The Exercise Price and/or the number of Shares to be comprised of ESOS Options in respect of the right to subscribe for new Shares as yet unexercised to which a Grantee may be entitled shall from time to time be adjusted, calculated or determined by the ESOS Committee and confirmed in writing by the approved external auditors of the Company or the Company's Adviser (other than adjustments made pursuant to a bonus issue, subdivision or consolidation of Shares) for the time being of the Company (acting as experts and not as arbitrators) in accordance with the following relevant provisions:

**(a) Consolidation Or Subdivision of Shares**

If and whenever a Share by reason of any consolidation or subdivision, shall have a different total number of issued Shares, the Exercise Price and/or the additional number of ESOS Options so far as unexercised ("**Additional Shares Under ESOS Option**") shall be adjusted, calculated or determined in the following manner: -

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

$$\text{Additional Shares Under ESOS Options} = T \times \frac{B}{A} - T$$

Where: -

- A = Aggregate number of issued Shares immediately before such consolidation or subdivision;
- B = Aggregate number of issued Shares after such consolidation or subdivision;
- S = Existing Exercise Price; and
- T = Existing number of Shares comprised in the ESOS Options in respect of the right to subscribe for new Shares so far as unexercised.

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

**(b) Bonus issue Or 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 and including capital redemption reserve fund, if applicable), the Exercise Price shall be adjusted by multiplying it by the following fraction: -

$$\text{New Exercise Price} = S \times \left( \frac{A}{A + B} \right)$$

and the Additional Shares Under ESOS Options to be issued shall be calculated as follows:-

$$\text{Additional Shares Under ESOS Options} = T \times \left( \frac{A + B}{A} \right) - T$$

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Where: -

- A = The aggregate number of issued Shares on the Entitlement Date immediately before such bonus issue or capitalisation issue;
- B = The aggregate number of Shares to be issued pursuant to any allotment to ordinary shareholders of the Company by way of bonus issue or capitalisation of profits or reserves of the Company (whether of a capital or income nature and including capital redemption reserve fund, if applicable);
- S = As S above; and
- T = As T above.

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

**(c) Capital Distribution Or Rights issue of Shares Or Rights issue of convertible securities**

If and whenever the Company shall make: -

- (i) a Capital Distribution (as defined below) to ordinary shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
- (ii) any offer or invitation to ordinary shareholders whereunder they may acquire or subscribe new Shares by way of rights; or
- (iii) 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 shall be adjusted by multiplying it by the following fraction: -

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

and in respect of the case referred to in paragraph (c)(ii) hereof, the Additional Shares Under ESOS Options to be issued shall be calculated as follows: -

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

Where:

- S = As S above;
- T = As T above.;
- C = the Current Market Price (as defined in paragraph (h) below) of one (1) Share on the Market Day immediately preceding the date on which the Capital Distribution or, as the case may be, the offer or invitation is publicly announced to Bursa Securities or (failing any such announcement) immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation; or any relevant date as may be determined by the Company in consultation with the Company's Adviser; and

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- D = (aa) in the case of an offer or invitation to acquire or subscribe for new Shares under paragraph (c)(ii) above or for securities convertible into Shares or securities with rights to acquire or subscribe for new Shares under paragraph (c)(iii) above, the value of rights attributable to one (1) existing Share (as defined below); or
- (bb) in the case of any other transaction falling within paragraph (c) hereof, the fair market value as determined by the approved external auditor or the Adviser of the Company of that portion of the Capital Distribution attributable to one (1) existing Share; and
- D\* = The "value of rights attributable to one (1) existing Share" (as defined below).

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 = As C above;
- E = The subscription price for one (1) additional Share under the terms of such offer or invitation or one (1) additional security convertible into Shares or one (1) additional security with rights to acquire or subscribe for Shares;
- F = the number of existing Shares which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share or security convertible into Shares or one (1) additional security with rights to acquire or subscribe for Shares; and

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 = As C above;
- E\* = The subscription price for one (1) additional Share under the terms of such offer or invitation to acquire or subscribe for Shares;
- F\* = The number of existing Shares which is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share; and

For the purpose of **paragraph (c)(i)** above, "**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 **paragraph (b)** above) or other securities by way of capitalisation of profits or reserves of the Company (whether of a capital or income nature and including capital redemption reserve fund, if applicable).

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Any dividend charged or provided for in the accounts 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.

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.

**(d) Bonus issue Or Capitalisation of profits or reserves AND Rights issue of Shares Or Rights issue of convertible securities**

If and whenever the Company makes any allotment to its ordinary shareholders as provided in **paragraph (b)** above and also makes any offer or invitation to its ordinary shareholders as provided in **paragraph (c)(ii) or (c)(iii)** above and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the Exercise Price shall be adjusted by multiplying it by the following fraction:-

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

and where the Company makes any allotment to its ordinary shareholders as provided in **paragraph (b)** above and also makes any offer or invitation to its ordinary shareholders as provided in **paragraph (c)(ii)** above and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the Additional Shares Under ESOS Options to be issued shall be calculated as follows:-

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

Where: -

- B = As B above;
- C = As C above;
- G = The aggregate number of issued Shares on the Entitlement Date;
- H = The aggregate number of new Shares under an offer or invitation to acquire or subscribe for Shares by way of rights or under an offer or invitation by way of rights to acquire or subscribe for securities convertible into Shares or rights to acquire or subscribe for Shares, as the case may be;
- H\* = The aggregate number of Shares under an offer or invitation to acquire or subscribe for Shares by way of rights;
- I = The subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares or the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional Share, as the case may be;
- I\* = The subscription price of one (1) additional Share under the offer or invitation to acquire or subscribe for Shares;
- S = As S above; and
- T = As T above.

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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.

**(e) Rights issue of Shares AND Rights issue of convertible securities**

If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for Shares as provided in **paragraph (c)(ii)** 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 **paragraph (c)(iii)** above and the Entitlement Date for the purpose of the allotment is also the Entitlement Date for the purpose of the offer or invitation, the Exercise Price shall be adjusted by multiplying it by the following fraction:-

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

and the Additional Shares under ESOS Options to be issued shall be calculated as follows: -

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

Where: -

C	=	As C above;
G	=	As G above;
H	=	As H above;
H*	=	As H* above;
I	=	As I above;
I*	=	As I* above;
J	=	the aggregate number of Shares to be issued to its ordinary shareholders upon conversion of such securities or exercise of such rights to subscribe for Shares by the ordinary shareholders;
K	=	the exercise price on conversion of such securities or exercise of such rights to acquire or subscribe for one (1) additional Share;
S	=	As S above; and
T	=	As T above.

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

**(f) Bonus issue Or Capitalisation of profits or reserves AND Rights issue of Shares AND Rights issue of convertible securities**

If and whenever the Company makes an allotment to its ordinary shareholders as provided in **paragraph (b)** above and also makes an offer or invitation to acquire or subscribe for Shares to its ordinary shareholders as provided in **paragraph (c)(ii)** 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 **paragraph (c)(iii)** above, and the Entitlement Date for the purpose of

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allotment is also the Entitlement Date for the purpose of the offer or invitation, the Exercise Price shall be adjusted by multiplying it by the following fraction:-

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

and the Additional Shares under ESOS Options to be issued shall be calculated as follows:-

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

Where: -

B	=	As B above;
C	=	As C above;
G	=	As G above,
H	=	As H above;
H*	=	As H* above;
I	=	As I above;
I*	=	As I* above;
J	=	As J above;
K	=	As K above;
S	=	As S above; and
T	=	As T above.

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

- (g) For the purpose of **paragraphs (c), (d), (e) and (f)**, the “**Current Market Price**” in relation to one (1) existing Share for any relevant day shall be the volume weighted average of the last traded prices for the five (5) consecutive Market Days before such date or during such other period as may be determined in accordance with any guidelines issued, from time to time, by the relevant authorities.

The foregoing provisions on adjustment of the Exercise Price shall be subject to the following:

- (a) On any such adjustment, the resultant Exercise Price shall be rounded up to the nearest one (1) sen and in no event shall any adjustment (otherwise than upon the consolidation of Shares) involve an increase in the Exercise Price or reduce the number of Shares comprised in the ESOS Options so far as unexercised to which the Grantee is already entitled to. Any adjustment to the Additional Shares under ESOS Options will be rounded down to the nearest whole Share. In the event of no adjustment, the Company shall not be required to obtain the certification from the approved external auditors of the Company;

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- (b) No adjustment shall be made to the Exercise Price in any case in which the amount by which the same would be reduced in accordance with the foregoing provisions of "would be less than one (1) sen" or the number of Shares comprised in the ESOS Options so far as unexercised is less than one (1) Share and any adjustment that would otherwise be required then to be made will not be carried forward;
- (c) If an event giving rise to any such adjustment shall be capable of falling within any two (2) or more of **paragraphs (a) to (f)** (both inclusive) or if such event is capable of giving rise to more than one (1) adjustment, the adjustment shall made in such manner as the Directors of the Company and the approved external auditors or the Adviser of the Company may agree;
- (d) If for any reason an event giving rise to an adjustment to the Exercise Price and/or the number of Shares comprised in the ESOS Options so far as unexercised to which a Grantee may be entitled to is cancelled, revoked or not completed, the adjustment shall not be required to be made or shall be reversed with effect from such date and in such manner as the Directors of the Company and the approved external auditors or the Adviser of the Company may agree; and
- (e) In determining a Grantee's entitlements to subscribe for Shares, any fractional entitlements will be disregarded.

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**1. DIRECTORS' RESPONSIBILITY STATEMENT**

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

**2. CONSENT AND CONFLICT OF INTEREST**

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

Save as disclosed below, AIS has given its written confirmed that there is no conflict of interest which exists or is likely to exist in its capacity to act as the Principal Adviser to the Company for the Proposals.

As at the LPD, Alliance Bank Malaysia Berhad ("**ABMB**") and its subsidiaries ("**ABMB Group**") have extended credit facilities to the Group.

Notwithstanding the above, AIS is of the opinion that the financial relationship between ABMB Group and Privasia Technology Group as aforementioned would not give rise to a conflict of interest situation for AIS to act as the Principal Adviser for the Proposals, based on the following:

- (i) The total credit facilities granted by ABMB Group are part of the ordinary course of business of ABMB Group and are not material when compared to the audited shareholder's funds of ABMB Group as at 31 March 2024 of RM7.18 billion;
- (ii) The conduct of ABMB Group in its banking business is strictly regulated by the Financial Services Act 2013, the Islamic Financial Services Act 2013 and its own internal controls and checks; and
- (iii) The corporate finance department of AIS is required to comply with strict policies and guidelines issued by the Securities Commission Malaysia, Bursa Securities and Bank Negara Malaysia governing its advisory operations. These guidelines require, among others, the establishment of Chinese Wall policies. Further, the team in-charge of the Proposals in AIS is independent from the team handling the credit facilities in ABMB Group.

**3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION**

Save as disclosed below, as at the LPD, the Group is not involved in any material litigation, claims or arbitration either as plaintiff or defendant, and the Board is not aware and does not have any knowledge of any proceedings pending or threatened against the Group, or of any facts likely to give rise to any proceedings which may materially or adversely affect the position or business of the Group:

- (i) **Bay Smart Capital Ventures Sdn Bhd ("BSC") as plaintiff vs Privatel Sdn Bhd ("Privatel") as the defendant**

On 4 January 2024, Privatel, a wholly-owned subsidiary of the Company was served with a sealed Writ and Statement of Claim dated 28 December 2023, by BSC through its solicitors.

In the Statement of Claim, BSC claimed that it had provided an invoice factoring facility ("**Facility**") to a contractor ("**Contractor**") appointed by Privatel to undertake various construction and cable installation work for the projects managed by Privatel.

As security for the Facility granted, the Contractor has executed a Master Assignment Agreement dated 8 November 2022 to assign all of its rights, interests and benefits under the contracts signed between the Contractor and defendant, as well as the right to receive any payment under the invoices raised under contracts by the Contractor to the defendant ("**Said Assignment**"). The Contractor had on 8 November 2022, served the defendant with a notice of assignment on Said Assignment.

Pursuant thereto, BSC is claiming against Privatel in the sum of RM245,301.11, being the outstanding amount from the unsettled invoices raised from the contract signed between the Contractor and Privatel. Under the Statement of Claim, the plaintiff is claiming the following from Privatel:

- (a) an outstanding sum of RM245,301.11;
- (b) interest on the sum of RM245,301.11 at the rate of 5% per annum from the date of this Writ until full settlement of the sum claimed;
- (c) cost; and
- (d) any other relief as the Court may deem fit.

(collectively, be referred to as the "**Claims**")

On 9 February 2024, Privatel filed its Statement of Defence contending that Privatel is not privy to the Facility and the Master Assignment Agreement and that the sum claimed under the invoices is conditional upon the defendant receiving payment from its main contractor of the respective projects.

On 19 July 2024, the Session Court entered a summary judgement ("**Judgement**") in favour of BSC, where BSC is given the liberty to enter a final judgment in respect of its Claims against Privatel.

Privatel appealed against the decision / Judgement and the High Court allowed the appeal. During the case management on 10 December 2024, the case was ordered to be transferred to another Session Court.

On 14 January 2025, Privatel has written to BSC's lawyer on the proposed tripartite settlement in respect of the Claims. On 21 and 19 February 2025, BSC's lawyer counter-proposed the settlement, to which Privatel's solicitors replied on the counter-proposed on 3 March 2025.

As at the LPD, the parties are still negotiating for a settlement.

The Board, through its solicitor's advice, is of the view that Privatel has a strong defence against BSC's claim.

**(ii) MTK Communication Sdn Bhd (“MTKC”) as plaintiff vs Privatel as defendant**

Privatel was served with a sealed Writ and Statement of Claim dated 25 March 2024, by MTKC through its solicitors.

MTKC and Privatel have entered into an agreement known as Survey, Construction and Implementation of Civil Infrastructure, Fiber Optic Cabling System and All Related Works dated 26 August 2020 (the “**Agreement**”) whereby MTKC is to provide all related services under the Agreement.

The plaintiff claims that it had on various occasions, provided the services to Privatel under the Agreement and various invoices were raised pursuant to the work done. Under the Statement of Claim, the plaintiff is claiming the following from Privatel:

- (a) an outstanding sum of RM141,537.00;
- (b) exemplary damages and Aggravated Damages as may be deemed fit by the Court;
- (c) interest on the sum claim at the rate of 5% per annum from the date of this Writ until full settlement of the sum claimed;
- (d) cost; and
- (e) any other relief as the Court may deem fit.

On 23 May 2024, Privatel has filed a Statement of Defence on the claims made by MTKC, contending, inter alia, that all claims are conditional upon approval of the owner of the project and all claims from the plaintiff's services are subject to the back-to-back payment and conditional upon Privatel having received payment for its claims from the project owner.

On 18 December 2024, the Court has directed MTKC and Privatel to negotiate for a settlement.

On 14 March 2025, both MTKC and Privatel have entered into a consent order where a sum of RM18,456.00 was paid by Privatel to MTKC, thereby, the remaining sum of RM123,081.00 remains in dispute.

The Court has fixed the hearing date for the case on 16 June 2025 to 18 June 2025.

The Board, through its solicitor's advice, is of the view that the liability on Privatel cannot be established until the owner of the project issues the taking over certificate, which, in turn and until then, the sum claimed is not due.

**(iii) Privanet Sdn Bhd (“Privanet”) as plaintiff vs IRIS Information Technology Systems Sdn Bhd (“IRIS”) as the defendant**

Privanet, through its solicitor, served a sealed Writ and Statement of Claim dated 1 February 2024 to IRIS, claiming that the defendant has failed and refused to settle the invoices raised for the services provided and work done under the purchase order.

Under the Statement of Claim, Privanet is claiming the following from IRIS:

- (a) an outstanding sum of RM805,800.00;
- (b) interest on the sum claim at the rate of 1.5% per month from 22 November 2022 until full settlement of the sum claimed;
- (c) cost; and
- (d) any other relief as the Court may deem fit.

On 15 March 2024, IRIS has filed a Statement of Defence on the claims made by Privanet and IRIS is counterclaiming for a sum of RM477,969.84 and general damages together with interest of 5% per annum on the judgement sum.

The Court has fixed the hearing date for the case on 18 August 2025 to 21 August 2025.

On 21 April 2025, Privanet has filed issues to be tried and the list of witnesses.

The Board, through its solicitor's advice, is of the view that Privanet has a prima facie claim against IRIS based on all relevant supporting documents, which is acknowledged by IRIS.

#### **4. MATERIAL COMMITMENTS**

As at the LPD, the Group does not have any material commitments incurred or known to be incurred, which have not been provided for, which upon becoming enforceable may have a material impact on the financial position of the Group.

#### **5. MATERIAL CONTINGENT LIABILITIES**

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

#### **6. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents will be available for inspection at the registered office of Privasia Technology at 62C, Jalan SS21/62, Damansara Utama, 47400 Petaling Jaya, Selangor Darul Ehsan during normal business hours from Monday to Friday (except on public holidays) from the date of this Circular up to and including the date of the forthcoming AGM:

- (i) the Constitution;
- (ii) the draft By-Laws as enclosed in Appendix I of this Circular;
- (iii) the audited consolidated financial statements of the Group for the FYEs 31 December 2023 and 2024; and
- (iv) the letter of consent and conflict of interest referred to in Section 2 above; and
- (v) the relevant cause papers in respect of the material litigation referred to in Section 3 above.

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**PRIVASIA TECHNOLOGY BERHAD**  
(Registration No. 200801023769 (825092-U))  
(Incorporated in Malaysia)

**AS SPECIAL BUSINESS:**

To consider and if thought fit, to pass the following as an ordinary resolution, with or without modification:

**ORDINARY RESOLUTION 9**

**PROPOSED ESTABLISHMENT OF AN EMPLOYEES' SHARE OPTION SCHEME ("ESOS") OF UP TO 10% OF THE TOTAL NUMBER OF ISSUED SHARES OF PRIVASIA TECHNOLOGY (EXCLUDING TREASURY SHARES, IF ANY) FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF THE COMPANY AND ITS SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES, IF ANY) ("PRIVASIA TECHNOLOGY GROUP" OR THE "GROUP") ("PROPOSED ESOS")**

**"THAT** subject to the approvals of all relevant authorities and/or parties being obtained (where applicable), the Board of Directors ("**Board**") be and is hereby authorised and empowered to:

- (i) undertake the proposed establishment of an ESOS involving up to 10% of the total number of issued shares of Privasia Technology (excluding treasury shares, if any) to enable the granting of new ordinary shares in Privasia Technology ("**Privasia Technology Share(s)**") or "**Share(s)**") to the eligible Directors and employees of Privasia Technology Group in accordance with the by-laws governing the ESOS ("**By-Laws**") as set out in Appendix I of the circular to Shareholders in relation to the Proposed ESOS and Proposed Allocation dated 30 April 2025 ("**Circular**"), and to give full effect to the Proposed ESOS with full power to assent to any conditions, variations, modifications and/or amendment as may be required by the relevant authorities;
- (ii) allot and issue from time to time such number of new Privasia Technology Shares as may be required pursuant to the exercise of the options under the Proposed ESOS ("**ESOS Options**"), provided that the aggregate number of new Shares to be allotted and issued shall not exceed 10% of the total number of issued shares of the Company (excluding treasury shares, if any) at any point in time throughout the duration of the Proposed ESOS and such new Shares shall, upon allotment and issuance, rank equally in all respects with the existing issued shares of the Company, except that the new Shares so allotted and issued shall not be entitled to any dividends, rights, allotments and/or other forms of distribution, for which the entitlement date is prior to the date of allotment and issuance of such new Shares;
- (ii) establish a committee to implement and administer the ESOS for the benefit of the Eligible Persons, in accordance with the By-Laws governing the ESOS as set out in Appendix I of the Circular;
- (iv) do all things necessary and make the necessary applications to Bursa Malaysia Securities Berhad ("**Bursa Securities**") for the listing of and quotation for new Privasia Technology Shares that may, hereafter from time to time, be allotted and issued under the Proposed ESOS;

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**APPENDIX III – EXTRACT OF THE RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AS SPECIAL BUSINESS AT THE FORTHCOMING 17<sup>TH</sup> AGM (CONT'D)**

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- (v) extend the duration of the ESOS, provided always that such extension of the ESOS made pursuant to the By-Laws shall not in aggregate exceed a duration of ten (10) years from the date on which the Proposed ESOS shall take effect following full compliance of all relevant requirements or such longer period as may be permitted by Bursa Securities or any other relevant authorities from time to time without having to obtain any further sanction, approval, consent or authorisation of the shareholders of the Company in a general meeting; and
- (vi) add, modify and/or amend the Proposed ESOS, By-Laws and all rules, regulations and administration relating to the Proposed ESOS and/or administration thereof, from time to time as may be permitted by the authorities or deemed necessary by the relevant regulatory authorities or the Board or ESOS Committee established to administer the Proposed ESOS, provided that such additions, modifications and/or amendments are effected and permitted in accordance with the provisions of the By-Laws.

**THAT** the By-Law of the ESOS, a draft of which set out in Appendix I of the Circular, be and is hereby approved and adopted;

**THAT** pursuant to Section 85(1) of the Companies Act 2016 (“**the Act**”), read together with Clause 31 of the Company’s Constitution, the shareholders of the Company do hereby waive their pre-emptive rights over the new Privasia Technology Shares to be issued pursuant to Proposed ESOS, which when issued, to rank equally with the existing Privasia Technology Shares;

**AND THAT** the Board be and is hereby authorised to do all such acts and things and to execute all such documents and enter into all such transactions, arrangements and agreements, deeds or undertakings, to make such rules or regulations, or impose such terms and conditions or delegate part of its power and to generally exercise such powers and perform such acts as may be necessary or expedient in order to give full effect to the Proposed ESOS and the terms of the By-Laws in the best interest of the Company.”

**ORDINARY RESOLUTIONS 10 TO 16**

**PROPOSED ALLOCATION OF ESOS OPTIONS TO THE ELIGIBLE DIRECTORS OF PRIVASIA TECHNOLOGY PURSUANT TO THE PROPOSED ESOS**

**“THAT** subject to the passing of Ordinary Resolution 9 as well as the approvals of all relevant authorities, and for so long as this approval remains in force, approval be and is hereby given to the Board to authorise the ESOS Committee at any time and from time to time during the duration of the Proposed ESOS, to offer and grant options to each of the eligible Directors as named therein below:

- |   |                        |
|---|------------------------|
| (i) Dato' Azman Bin Mahmud (Chairman/Independent Non-Executive Director)                            | Ordinary Resolution 10 |
| (ii) Datuk Puvanesan A/L Subenthiran (Group Chief Executive Officer/Managing Director)              | Ordinary Resolution 11 |
| (iii) Datuk Andre Anthony A/L Hubert Rene (Group Deputy Chief Executive Officer/Executive Director) | Ordinary Resolution 12 |
| (iv) Haida Shenny Binti Hazri (Independent Non-Executive Director)                                  | Ordinary Resolution 13 |
| (v) Leong Kah Chern (Independent Non-Executive Director)  | Ordinary Resolution 14 |
| (vi) Yip Kit Weng (Independent Non-Executive Director)  | Ordinary Resolution 15 |
| (vii) Aminuddin Bin Mohd Arif (Independent Non-Executive Director)                                  | Ordinary Resolution 16 |

to subscribe for such number of Shares to be issued under the Proposed ESOS subject always to the following provisions:

- (a) the total number of new Privasia Technology Shares which may be made available under the Proposed ESOS shall not in aggregate exceed 10% of the total number of issued shares of Privasia Technology (excluding treasury shares, if any) at any point in time over the duration of the Proposed ESOS;

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**APPENDIX III – EXTRACT OF THE RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE  
TABLED AS SPECIAL BUSINESS AT THE FORTHCOMING 17<sup>TH</sup> AGM (CONT'D)**

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- (b) not more than 10% of the total number of Shares to be issued under the Proposed ESOS shall be allocated 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);
- (c) not more than 80% of the total number of Shares available to be issued under the Proposed ESOS shall be allocated, in aggregate, to the eligible Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) who are eligible;
- (d) the Directors and Senior Management of the Group (excluding dormant subsidiaries, if any) who are Eligible Persons shall not participate in the deliberation or discussion of their respective allocation of ESOS Options as well as allocations of ESOS Options to persons connected with them under the Proposed ESOS, if any; and
- (e) subject always to such terms and conditions and/or any adjustments which may be made in accordance with the provisions of the By-Laws of the Proposed ESOS, the ACE Market Listing Requirements of Bursa Securities and any prevailing guidelines issued by Bursa Securities, or any other relevant authorities as amended from time to time.

**THAT** pursuant to Section 85(1) of the Act read together with Clause 31 of the Company's Constitution, the shareholders of the Company do hereby waive their pre-emptive rights over the new Privasia Technology Shares to be issued pursuant to Proposed ESOS, which when issued, to rank equally with the existing Privasia Technology Shares;

**AND THAT** the Board be further authorised to allot and issue such number of new Shares arising from the exercise of the ESOS Options that may be granted to the abovementioned persons from time to time under the Proposed ESOS."

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