



**SUNMOW HOLDING BERHAD**  
(Registration No. 202001024626 (1380946-V))  
(Incorporated in Malaysia)

**EXERCISE FORM FOR THE WARRANTS 2024/2028  
TO SUBSCRIBE FOR NEW ORDINARY SHARES IN  
SUNMOW HOLDING BERHAD**

*(To be executed and lodged with the Registrar to exercise the Exercise Rights in respect of the Warrants)*

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PLEASE READ CAREFULLY THE NOTES AT THE END OF THIS FORM BEFORE COMPLETING THIS FORM. PLEASE WRITE IN BLOCK LETTERS. EACH BOX SHOULD CONTAIN ONE LETTER. LEAVE ONE BOX EMPTY BETWEEN WORDS. DO NOT BREAK UP WORDS.

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- Issue Date : 1 October 2024
- Expiry Date : As at the close of business at 5.00 p.m. on 30 September 2028, the date immediately preceding the 4<sup>th</sup> anniversary commencing from and inclusive of the date of the first issuance of the Warrants and if such a day is not a Market Day, then it shall be the Market Day immediately preceding the said non-Market Day.
- Exercise Rights : Each Warrant entitles the Warrant Holder to subscribe for one (1) new Share in Sunmow Holding Berhad
- Exercise Price : RM0.60 per Warrant
- Exercise Period : Four (4) years commencing from and including the date of the first issuance of the Warrants until the Expiry Date. Any Warrants not exercised during the Exercise Period will thereafter lapse and cease to be valid for any purpose.

*(Terms used in this Exercise Form shall (unless the context requires otherwise) have the same meaning as in the Deed Poll dated 21 August 2024 executed by Sunmow Holding Berhad ("**the Deed Poll**")).*

**Particulars of Depositors**

- \*Name of Depositor (Applicant) : \_\_\_\_\_
- \* New Identity Card No./Passport No./Armed Forces Identity Card No./Police Personnel Identity Card No./Company Registration No. : \_\_\_\_\_
- \*Old NRIC No. : \_\_\_\_\_
- \*Correspondence address of depositor : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Contact Number : \_\_\_\_\_  
\*Email Address : \_\_\_\_\_

All information given above must be as per information in the records of Bursa Malaysia Depository Sdn Bhd ("**Bursa Depository**").

To: **SUNMOW HOLDING BERHAD ("Company")**  
(Registration No. 202001024626 (1380946-V))

**Attention: The Share Registrar**  
**Bina Management (M) Sdn. Bhd.**  
(Registration no. 197901005880 (50164-V))  
Lot 10, The Highway Centre, Jalan 51/205  
46050 Petaling Jaya, Selangor Darul Ehsan  
Tel : +603-7784 3922, Fax : +603-7784 1988

I/We, the undersigned registered holder of the Warrants:-

- (a) hereby irrevocably elect, subject to the Conditions set out in the Third Schedule of the Deed Poll constituting the issue of the Warrants, to exercise the Exercise Rights represented by the Warrants in my/our Central Depository System Account in respect of \_\_\_\_\_ New Ordinary Shares of the Company, and to subscribe and make payment as hereinafter provided for such number of new Ordinary Shares of the Company at the Exercise Price, and agree to accept such new Ordinary Shares subject to the terms of the Constitution of the Company.
- (b) hereby confirm and declare that the information provided by me/us above are true, correct and in the case of information indicated with an asterisk (\*) are identical with the information provided by me/us to Bursa Depository and further confirm that in the event that such information differs from the information in Bursa Depository's records, the exercise by me/us of the Exercise Rights herein may be rejected.
- (c) hereby undertake to fully indemnify and keep the Company indemnified against any claims, losses, damages, liabilities, costs and/or expenses including legal cost that may be suffered or incurred by the Company as a result of or arising from the Company acting in accordance with my/our authorisations and confirmations herein or from any breach of my/our undertakings herein.
- (d) hereby declare that the Warrants in respect of which the Exercise Rights are being exercised are/have been designated as "free securities" in accordance with the provisions of the Rules and further confirm that if this declaration is not correct, the exercise by me/us of the Exercise Rights herein may be rejected.
- (e) hereby make payment in full for such new Ordinary Shares at the Exercise Price of RM0.60 per Warrant subject to adjustments in accordance with **Condition 3** under the **Third Schedule** and the **Fourth Schedule** of the Deed Poll, by way of:
  - i. banker's draft or cashier's order no. \_\_\_\_\_ drawn on a bank operating in Malaysia in favour of "**SUNMOW HOLDING BERHAD**" crossed "A/C Payee Only" amounting to RM \_\_\_\_\_ and endorsed on the reverse side with my/our name, address and CDS Account number in block letters;

**OR**

  - ii. internet bank transfer to "**SUNMOW HOLDING BERHAD**" designated bank account no. **3240452129** maintained with **Public Bank Berhad** (Warrant holders to enclose internet bank transfer slip together with the Exercise Form);

- (f) hereby irrevocably authorise you to instruct Bursa Depository to debit the quantity of Warrants specified below from my/our CDS Account and where I am/we are entitled to receive new Ordinary Shares upon the exercise of my/our rights hereto, to credit the quantity of new Ordinary Shares in the Company into my/our CDS Account as identified below.

SOURCE ACCOUNT FOR THE DEBITING OF WARRANTS AND THE CREDITING OF NEW SHARES												
CDS Account Number										Warrants (Stock Code: 030502)		New Ordinary Shares (Stock Code: 03050)
ADA Code		Branch Code		Account Number						No. of Warrants to be debited		No. of New Ordinary Shares to be credited

- (g) hereby request that the notice of allotment stating the number of new Ordinary Shares credited into my/our Central Depository System Account be sent, at my/our risk, by ordinary post to my/our correspondence address set out above.
- (h) hereby confirm that upon the lodgement of this form with the Registrar, I/we shall not dispose, transfer, charge or otherwise encumber the Warrants in respect of which the Exercise Rights are being exercised unless and until the Exercise Form has been returned, withdrawn or otherwise rejected or declared by the Company to be void in accordance with the provisions of the Conditions set out in the **Third Schedule** of the Deed Poll.
- (i) hereby declare and confirm that I/we have complied with all exchange control regulations and requirements imposed by Bank Negara Malaysia or other prevailing statutory requirements for the time being applicable to the exercise of the Exercise Rights and any directions and instructions given in this Exercise Form.
- (j) hereby undertake to fully indemnify and keep the Company and the Registrar indemnified against any claims, loss, damage, liability, cost or expense (including legal cost and solicitors' costs on a solicitor and client basis) that may be suffered or incurred by the Company and the Registrar as a result of the Company and/or the Registrar acting in accordance with my/our authorisations and confirmations herein or from any breach of my/our undertaking herein.

\* Please complete and/or delete as applicable

Dated: \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

*If the Warrant Holder is an individual*

\_\_\_\_\_  
Signature of the Warrant Holder

**OR**

*If the Warrant Holder is a corporation/society*

The Share Seal/ Common Seal )  
(where applicable) of Warrant Holder )  
was hereto affixed )  
in the presence of:- )

\_\_\_\_\_  
Director  
Name:

\_\_\_\_\_  
Director/Secretary  
Name:

**Notes:**

1. All information given in this Exercise Form must be as per the information provided to Bursa Malaysia Depository Sdn. Bhd.
2. Joint holders are not recognised under the Central Depository System.
3. No share certificate will be issued to the Depositor in respect of the new Ordinary Shares issued as a result of any exercise of the Exercise Rights represented by the Warrants.
4. In exercising the Exercise Rights represented by the Warrants, compliance must be made with any exchange control or other statutory requirements for the time being applicable and the provision of the Securities Industry (Central Depositories) Act, 1991 and the Rules of Bursa Malaysia Depository Sdn. Bhd.
5. A corporation completing this Exercise Form is required to sign it by affixing its common seal if it has a common seal or under hand of a duly authorised officer or attorney, a copy of which must be lodged with the Registrar.
6. The attention of the Warrant Holders is drawn to the Malaysian Code on Take-Overs and Mergers 2016, Rules on Take-Overs, Mergers and Compulsory Acquisitions, the Capital Markets and Services Act, 2007 and other relevant legislations as amended or replaced from time to time. In general terms, these provisions regulate the acquisition of effective control of public companies. Warrant Holders should consider the implications of these provisions before they exercise their respective Exercise Rights. In particular, a Warrant Holder should consult the Securities Commission Malaysia and may be under an obligation to extend a take-over offer of the Company, if:-
  - (a) such Warrant Holder intends to acquire, by exercise of the Exercise Rights represented by the Warrants, whether at on (1) time or different times, Shares of the Company resulting in the Warrant Holder obtaining control of the Company; or
  - (b) such Warrant Holder, holding more than thirty-three per cent (33%) of the voting shares or voting rights of the Company but not more than fifty per centum (50%) of the voting shares or voting rights of the Company, intends to acquire, by exercise of Exercise Rights represented by the Warrants in any period of six (6) months, additional Shares increasing such percentage of the voting rights by more than two per cent (2%); or
  - (c) such Warrant Holder, together with persons acting in concert with him, holds more than thirty -three per cent (33%) of the voting shares or voting rights of the Company and where an acquisition of voting shares or voting rights of the Company by any member of the group of persons acting in concert results in the acquiring member:-
    - (i) acquiring more than thirty-three per cent (33%) of the voting shares or voting rights of the Company; or
    - (ii) acquiring more than two per cent (2%) of the voting shares of the Company in any six (6) month period where the acquiring member already holds more than thirty-three per cent (33%) but not more than fifty per cent (50%) of the voting shares or voting rights of the Company.

The exercise by a Warrant Holder of Exercise Rights in circumstances other than those referred to above in subparagraphs 6(a), 6(b) and 6(c) of these Notes could also result in implications on the Warrant Holder under the provisions referred to above.
7. No direction may be made in this Exercise Form requiring the new Ordinary Shares to be credited into the CDS Account of a person other than a CDS Account in the name of the person exercising the Exercise Rights under this Exercise Form.
8. The Exercise Price from time to time in accordance with the Conditions set out in the Deed Poll.
9. The exercise of the Exercise Rights under this Exercise Form shall be deemed invalid if any banker's draft or cashier's order drawn on a bank operating in Malaysia or by way of internet bank transfer for payment of the Exercise Money is not cleared on the first presentation.
10. Without prejudice to Note 9 above, the Exercise Period of the Warrants shall be for a period of four (4) years commencing on and inclusive of the date of first issuance of the Warrants and ending at the close of business at 5.00 p.m. on the Expiry Date, i.e., the date preceding the 4<sup>th</sup> anniversary of the date of first issuance of the Warrants, or if such a date is not a Market Day, then it shall be the Market Day immediately preceding the said non-Market Day. Any Warrants not exercised during the Exercise Period will thereafter lapse and cease to be valid for any purpose.
11. If any part of this Exercise Form is not fully and properly completed and/or executed, the Company shall be entitled to regard the exercise of the Exercise Rights under the Exercise Form as invalid.
12. At the close of business at 5.00 p.m. on [ \* ] day of [ \* ], 2028 any Exercise Rights which have not been exercised and any Exercise Form which have not been delivered to the Registrar will lapse and every Warrants will thereafter cease to be valid for any purpose.
13. A processing fee of **RM21.60** inclusive of 8% SST per debit and/or credit transaction shall be paid by the Warrant Holder in the form of cash or cheque in favour of "**BINA MANAGEMENT (M) SDN. BHD.**" or via the online payment to the Registrar's bank account no. **21247935058926** maintained with **RHB Bank Berhad** being the administrative charges for the debiting of Warrants and crediting of the New Shares to the CDS account.
14. The exercise of the Exercise Rights under this Exercise Form will be deemed invalid if any banker's draft or cashier's order drawn on a bank operating in Malaysia of the Exercise Price is not cleared on first presentation or if the Exercise Price made via internet bank transfer is not credited into designated bank account of the Company. Any enquiries on the above are to be directed to the Registrars, Bina Management (M) Sdn. Bhd., which the contact is stated in the above.