

EXERCISE OF WARRANTS TO SUBSCRIBE FOR NEW ORDINARY SHARES IN

TELADAN GROUP BERHAD

3. hereby acknowledge that [I/we*] have accessed and/or read the Privacy Notice issued by the Company (which is available at the Company's website at <https://www.teladansetia.com/wp-content/uploads/2019/12/TS-Privacy-Policy-04.12.pdf>);
4. irrevocably authorise you to instruct Bursa Depository to debit the number of Warrants specified below ("**Exercised Warrants**") from my/our CDS account(s) in the exercise of [my/our] rights as specified below in accordance with the provisions of the Deed Poll dated **3 September 2021** constituting the Warrants.
5. irrevocably request that the share certificate(s) for the Exercise Shares be issued in the name of Bursa Depository or its nominee company and be sent by registered post at [my/our*] risk to Bursa Depository or its nominee company;
6. irrevocably request that the Exercise Shares be credited into [my/our*] Securities Account, CDS account no. as stated below;
7. warrant and represent that [I/we*] have complied with all exchange control and other legal requirements applicable to the exercise of the Exercise Rights under this Exercise Notice and any directions or instructions given in this Exercise Notice;
8. hereby confirm and declare that the information provided by [me/us*] in this Exercise Notice are true, correct and in the case of information indicated with two asterisk (**) are identical with the information in the records of Bursa Depository with regard to my/our Securities Account with Bursa Depository and further agree and confirm that in the event the information aforesaid differs from the information in Bursa Depository's records as mentioned earlier, the exercise of my/our rights hereunder may be rejected;
9. hereby undertake to fully indemnify and keep the Company and the Registrar indemnified against any claims, losses, damages, liabilities, costs and expenses (including legal cost and solicitors' cost 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*] undertakings herein;
10. hereby declare that the Warrants in respect of which the Exercise Rights are being exercised, [are/have*] been designated as "free securities" in my/our Securities Account(s) in accordance with the Rules of Bursa Depository and further confirm that if this declaration is untrue, the exercise of [my/our*] Rights hereunder may be rejected;
11. hereby confirm that after submission of this Exercise Notice to the Company or the Registrar, [I/we*] will not dispose, transfer or charge the Exercised Warrants or allow the disposal, transfer or charge of the Exercised Warrants until the exercise is completed by the debiting of Exercised Warrants from [my/our*] Securities Account(s) or the exercise is rejected by the Company, whichever is applicable; and
12. hereby irrevocably authorise you to instruct Bursa Depository to debit the quantity of Warrants from and to credit the quantity of new Ordinary Shares in the Company into [my/our*] Securities Account as follows:

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Source account for debiting Warrants and account for crediting of new Shares				
Stock Code (Warrants)	Quantity of Warrants to be debited	CDS ACCOUNT NUMBER, ADA AND BRANCH CODE/ACCOUNT NUMBER	Quantity of Shares to be credited	Stock code (Shares)
0230WA		- -		0230

Dated this _____ day of

If Warrant Holder is an individual

Signature of Warrant Holder

If Warrant Holder is a corporation/society

The common seal of Warrant Holder)

was hereto affixed in the presence of:-)

Director

Director/Secretary/other authorised person(s)

Name: Name:

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NOTES:

1. Terms used in this Exercise Notice (unless the context requires otherwise) have the same meaning as in the Deed Poll.
2. In exercising the Exercise Rights above, compliance must be made with any exchange control or other statutory requirements for the time being applicable and with the provisions of the SI(CD)A and the Rules of Bursa Depository.
3. A corporation completing this Exercise Notice is required to sign it by affixing its common seal if it has a common seal in accordance with its Constitution or Memorandum and Articles of Association (where applicable). A certified true copy of which, and/or a certified true copy of the resolution of its directors authorising the use and affixation of common seal, must be lodged to the Registrar to satisfy themselves, upon request.
4. No direction may be made in this Exercise Notice requiring the Exercise Shares to be credited to the Securities Account other than to credit a Securities Account from which the Warrants are to be debited.
5. The exercise of the Exercise Rights under this Exercise Notice will be deemed invalid if any banker's draft or cashier's order or money order or postal order drawn or issued by a bank or post office operating in Malaysia for payment of the Subscription Amount is not cleared on first presentation or if the payment of the Subscription Amount made via internet bank transfer or online payment gateway is not credited into the designated bank account of the Company.
6. If any part of this Exercise Notice is not fully and properly completed and/or executed, the Company will be entitled to regard the exercise of the Exercise Rights under this Exercise Notice as invalid.
7. The attention of Warrant Holders is drawn to the Malaysian Code on Take-overs and Mergers 2016, Rule 4 of the Rules on Take-Overs, Mergers and Compulsory Acquisitions and relevant Practice Notes, if any, and Part VI Division 1 and other provisions of the Capital Markets and Services Act 2007 as amended or replaced from time to time. In general terms, most of these provisions regulate the acquisition of effective control of public companies. A Warrant Holder should consider the implications of these provisions before it/he exercises their respective Exercise Rights. In particular, a Warrant Holder should note that it/he may be under an obligation to extend a take-over offer of all the securities of the Company and if in doubt of the implications, it/he should consult the Securities Commission Malaysia, if:
 - 7.1 it/he intends to acquire or hold or control the exercise of, by the exercise of the Exercise Rights or otherwise, whether at one time or different times, new Ordinary Shares which (together with the Ordinary Shares already owned or acquired by it/him or persons acting in concert with it/him) carry more than 33% of the voting shares or voting rights of the Company; or
 - 7.2 it/he, together with persons acting in concert with it/him, holds more than 33% but not more than 50% of the voting shares or voting rights of the Company, and either alone or together with persons acting in concert with it/him, intends to acquire additional

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new Ordinary Shares by the exercise of the Exercise Rights or otherwise, in any period of 6 months, increasing such percentage of the voting rights by more than 2%; or

- 7.3 it/he, together with persons acting in concert with it/him, collectively holds more than 50% of the voting shares or voting rights of the Company but none of them individually holds more than 33% of the voting share or voting rights of the Company, and intends to acquire additional new Ordinary Shares by the exercise of the Exercise Rights or otherwise, whether at one time or different times, which (together with the Ordinary Shares already owned or acquired by it/him) carry more than 33% of the voting shares or voting rights of the Company.
8. If it/he who, after the exercise of its/his Warrants, holds not less than 5% of the aggregate of the amount of the voting shares of the issued share capital of the Company, is under an obligation to notify:
 - 8.1 the Company of it/his interest in the manner set out in Section 137(3)(a) of the CA;
 - 8.2 Bursa Securities of it/his interest in the manner set out in Section 137(3)(a) of the CA; and
 - 8.3 Securities Commission Malaysia of it/his interest in the manner set out in Regulations 8 of the Securities Industry (Reporting of Substantial Shareholding) Regulations 1998.
9. Without prejudice to note 5 above, the Exercise Period of the Warrants will be for the period commencing (from and including) the Issue Date and ending at 5.00 p.m. on the last day of the period of 3 years from (and including) the Issue Date of the Warrants, or if such date is not a Market Day, then it will be the Market Day immediately preceding the said non Market Day, but excluding those days during that period on which the Record of Depositors and/or the Warrants Register is or are closed. At the close of business on the last day of the Exercise Period at 5.00 p.m., any Exercise Rights which have not then been exercised and delivered to the Registrar will lapse and every Warrant not exercised by then will cease to be valid for any purpose.
10. The Exercise Price will be the amount payable in respect of each new Ordinary Share to which a Warrant Holder is entitled to subscribe for on exercise of the Exercise Rights involving such new Ordinary Share, being RM0.50, or such exercise price as adjusted under the provisions of Condition 4 set out in **Schedule 5** of the Deed Poll.
11. The new Ordinary Shares to be issued upon the exercise of the Warrants will, upon allotment and issuance, rank *pari passu* in all respects with the existing Ordinary Shares save and except that they will not be entitled to participate in any rights, allotments, dividends and/or other distributions, the entitlement date of which precedes the date of allotment of the new Ordinary Shares issued pursuant to the exercise of the Warrants.
12. The definitive share certificates will only be issued to Bursa Depository or its nominee company and no physical share certificates will be issued to the exercising Warrant Holders pursuant to the exercise of the Warrants.
13. For the avoidance of doubt, if no CDS account number is provided, any exercise or purported exercise of the Exercise Rights will be deemed invalid.

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14. ADA means “Authorised Depository Agent”.
15. Please remit **RM21.60 (inclusive of 8% SST)** (cash or cheque made payable to **Securities Services (Holdings) Sdn Bhd**) or internet bank transfer to Securities Services (Holdings) Sdn Bhd’s bank account no. **7011312855** maintained with **OCBC Bank (Malaysia) Berhad**, being the administrative charges.