

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 advisers immediately.

Bursa Malaysia Securities Berhad ("**Bursa Securities**") has perused this Circular on a limited review basis pursuant to Rule 4.1(a) of Guidance Note 22 of the ACE Market Listing Requirements of Bursa Malaysia, prior to the issuance of this Circular.

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.

You should rely on your own evaluation to assess the merits and risks of the Proposals (as defined herein).

This Circular has been reviewed by Malacca Securities Sdn. Bhd. ("**Malacca Securities**"), being the Sponsor to Autocount Dotcom Berhad ("**ADB**" or the "**Company**") and Principal Adviser to the Company for the Proposals. The Company's admission to the ACE Market of Bursa Securities was sponsored by Malacca Securities.



CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

- (I) **PROPOSED ESTABLISHMENT OF AN EMPLOYEES' SHARES SCHEME OF UP TO 10.0% OF THE TOTAL NUMBER OF ISSUED ORDINARY SHARES IN AUTOCOUNT DOTCOM BERHAD ("ADB") (EXCLUDING TREASURY SHARES, IF ANY) ("SCHEME") AT ANY POINT IN TIME DURING THE TENURE OF THE SCHEME, FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF ADB AND ITS SUBSIDIARIES (EXCLUDING DORMANT SUBSIDIARIES) ("PROPOSED ESS"); AND**
- (II) **PROPOSED ALLOCATION OF AWARDS TO THE ELIGIBLE DIRECTORS OF ADB PURSUANT TO THE PROPOSED ESS ("PROPOSED ALLOCATION")**

(COLLECTIVELY, REFERRED TO AS THE "PROPOSALS")

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING



The resolutions in respect of the Proposals will be tabled at the Extraordinary General Meeting of the Company ("**EGM**") to be held at Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Selangor Darul Ehsan, Malaysia on Tuesday, 25 June 2024 at 11:30 a.m., or immediately after the conclusion of the Company's Annual General Meeting ("**AGM**") scheduled to be held at the same venue on the same day at 10:30 a.m., whichever is later, or at any adjournment thereof. The Notice of EGM together with the Proxy Form and this Circular can be downloaded from the Company's website at <https://www.autocountsoft.com/investor-relations/>.

A shareholder entitled to attend and vote at the EGM is entitled to appoint a proxy or proxies to attend and vote on his/her behalf. The Form of Proxy must be lodged at the registered office of the Company at Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur, Malaysia on or before the date and time indicated below in order for it to be valid. The lodging of the Form of Proxy does not preclude a member from attending and voting at the EGM, should the member subsequently wish to do so.

Date and time of the EGM	: Tuesday, 25 June 2024, at 11:30 a.m., or immediately after the conclusion of the Company's AGM scheduled to be held at the same venue on the same day at 10:30 a.m., whichever is later, or at any adjournment thereof.
Last date and time for lodging the Proxy Form	: Monday, 24 June 2024, at 11:30 a.m.

This Circular is dated 29 May 2024

DEFINITIONS

Except where the context otherwise requires, the following definitions shall apply throughout this Circular and the accompanying appendices:-

Act	:	Companies Act, 2016 of Malaysia, as amended from time to time including any re-enactment thereof
ADB or the Company	:	Autocount Dotcom Berhad
ADB Group or Group	:	Collectively, ADB and its subsidiaries
ADB Share(s) or Share(s)	:	Ordinary share(s) in ADB
Announcement	:	The announcement dated 25 April 2024 in relation to the Proposals
Awards	:	Shares Grant and/or ESS Options to be granted to the Selected Persons pursuant to the Proposed ESS
Board	:	Board of Directors of ADB
Bursa Securities	:	Bursa Malaysia Securities Berhad
By-Laws	:	The by-laws governing the Proposed ESS, the draft of which is set out in Appendix I of this Circular
Circular	:	This circular dated 29 May 2024 in relation to the Proposals
Constitution	:	The constitution of ADB, including any amendments thereto that may be made from time to time
Date of Offer	:	The date on which the Offer is made by the ESS Committee in writing
Director(s)	:	A natural person who holds a directorship in a company, whether in an executive or non-executive capacity, and shall have the meaning given in Section 2(1) of the Act and Section 2(1) of the Capital Markets and Services Act 2007
Effective Date	:	The date on which the Proposed ESS becomes effective in accordance with the By-Laws
EGM	:	Extraordinary general meeting
Eligible Person(s)	:	Eligible Directors (including non-executive Directors but shall not include alternate and/or substitute Directors) and/or eligible employees of ADB Group (excluding dormant subsidiaries), who meet the criteria of eligibility for participation in the Proposed ESS as set out in the By-Laws
EPS	:	Earnings per share
ESS or Scheme	:	Employees' shares scheme
ESS Committee	:	The committee comprising Director(s) and/or Senior Management of the Group to be approved by the Board to implement and administer the Proposed ESS in accordance with the By-Laws
ESS Options	:	The right granted to the Participant to exercise and receive a number of new and/or existing ADB Shares at the Exercise Price, subject to the terms and conditions of the By-Laws
Exercise Price	:	The exercise price of the ESS Options

DEFINITIONS (CONT'D)

Interested Director	:	A Director of the Company who is interested in his/her allocation and/or is deemed interested in the allocation of Awards to a person(s) connected to him/her pursuant to the Proposed ESS
Listing Requirements	:	ACE Market Listing Requirements of Bursa Securities
LPD	:	21 May 2024, being the latest practicable date prior to the printing of this Circular
Malacca Securities Adviser	or	Malacca Securities Sdn. Bhd.
Maximum Awards	:	The maximum number of Awards to be allotted and issued under the Proposed ESS shall not exceed 15.0% of the Company's total number of issued Shares (excluding treasury shares, if any) at any point in time during the tenure of the Scheme
NA	:	Net assets
Offer	:	An offer made in writing to the Selected Persons in relation to the Proposed ESS
Participants	:	Selected Persons who have accepted the Offer in relation to the Proposed ESS
Proposals	:	Collectively, the Proposed ESS and Proposed Allocation
Proposed Allocation	:	Proposed allocation of Awards to the selected Directors of ADB pursuant to the Proposed ESS as disclosed in Section 2.15 of this Circular
Proposed ESS	:	Proposed establishment of an employees' shares scheme of up to 10.0% of the total number of issued shares in ADB (excluding treasury shares, if any) at any point in time during the tenure of the Scheme, for the eligible Directors and employees of ADB Group (excluding dormant subsidiaries)
RM and sen	:	Ringgit Malaysia and sen, respectively
Selected Persons	:	Eligible Persons to whom an Offer has been made under the Proposed ESS
Senior Management	:	An employee of ADB Group holding the position of senior manager and above (including executive Director) or other senior position as may be determined by the ESS Committee from time to time to be senior management and which shall be subject to any criteria as may be determined at the sole discretion of the ESS Committee from time to time
Shares Grant	:	The rights granted to the Participants to receive a number of new and/or existing Shares on the vesting date(s) specified in the Offer, subject to the terms and conditions in the By-Laws and the Offer
VWAP	:	Volume weighted average market price

Any reference to "we", "us", "our" and "ourselves" are to the Company, and where the context otherwise requires, our subsidiaries. All references to "you" are to the shareholders of the Company.

DEFINITIONS (CONT'D)

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

Any reference to a time or date in this Circular shall be a reference to Malaysian time, unless otherwise stated.

Any discrepancy in the tables included in this Circular between the amounts listed, actual figures and the totals thereof are due to rounding.

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Registered Office:
Level 5, Tower 8
Avenue 5, Horizon 2
Bangsar South City
59200 Kuala Lumpur
Wilayah Persekutuan
Malaysia

29 May 2024

Board of Directors:

Choo Chin Peng (*Executive Director / Chairman*)
Choo Yan Tee (*Executive Director / Managing Director*)
Dato' Ng Wan Peng (*Independent Non-Executive Director*)
Dr. Liew Soung Yue (*Independent Non-Executive Director*)
Chin Chee Seng (*Independent Non-Executive Director*)

To: The shareholders of ADB

Dear Sir/Madam,

- (I) **PROPOSED ESS; AND**
- (II) **PROPOSED ALLOCATION**

(COLLECTIVELY, REFERRED TO AS THE "PROPOSALS")

1. INTRODUCTION

On 25 April 2024, Malacca Securities, had on behalf of the Board, announced that the Company proposes to establish an employees' shares scheme of up to 10.0% of the total number of issued ADB Shares (excluding treasury shares, if any) at any point in time during the tenure of the Scheme, for the eligible Directors and employees of ADB Group (excluding dormant subsidiaries).

On 21 May 2024, Malacca Securities, had on behalf of the Board, announced that Bursa Securities had vide its letter dated 21 May 2024, approved the listing and quotation of up to 10.0% of the total number of issued Shares, to be issued and allotted pursuant to the Proposed ESS on the ACE Market of Bursa Securities subject to, the conditions set out in Section 7 of this Circular.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE THE SHAREHOLDERS OF THE COMPANY WITH THE DETAILS OF THE PROPOSALS AND TO SEEK SHAREHOLDERS' APPROVAL FOR THE RESOLUTIONS PERTAINING TO THE PROPOSALS TO BE TABLED AT THE COMPANY'S FORTHCOMING EGM. THE NOTICE OF THE EGM TOGETHER WITH THE PROXY FORM ARE ENCLOSED IN THIS CIRCULAR.

SHAREHOLDERS ARE ADVISED TO READ AND CAREFULLY CONSIDER 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 COMPANY'S FORTHCOMING EGM.

2. PROPOSED ESS

The Proposed ESS entails the granting to the Eligible Persons, the following Awards:-

- (i) the right of the Participants to receive new and/or existing ADB Shares via Shares Grant at specified dates; and/or
- (ii) options which entitle the Participants the right to exercise and receive new and/or existing ADB Shares, at specified dates at pre-determined prices,

provided that prior to such specified future date of vesting or exercise of the Awards, as the case may be, the relevant service condition(s) of the Selected Persons and/or the relevant condition(s) as may be stipulated by the ESS Committee in the Offer to the Selected Persons, are duly fulfilled unless the ESS Committee otherwise determines.

The Proposed ESS shall be administered by the ESS Committee. As at LPD, the ESS Committee has yet to be appointed.

2.1 Size of the Proposed ESS

The aggregate number of ADB Shares comprised in the Awards, which may be made available under the Proposed ESS shall not at any point in time, in aggregate exceed 10.0% of the total number of issued Shares (excluding treasury shares, if any) during the duration of the Scheme.

In the event the Company purchases or cancels its own shares or undertakes any other corporate proposal resulting in the number of ADB Shares to be issued under the Proposed ESS to exceed 10.0% of the total number of issued shares of ADB (excluding treasury shares, if any), no further Awards can be offered until the number of ADB Shares to be issued under the Scheme falls below the 10.0% threshold.

2.2 Eligibility

Subject to the determination and sole discretion of the ESS Committee, only Eligible Persons who meet the following conditions as at the Date of Offer, are eligible to participate in the Scheme:-

- (i) the Director or employee shall have attained the age of 18 years on the Date of Offer and shall neither be an undischarged bankrupt nor subject to any bankruptcy proceedings;
- (ii) if he/she is an executive Director or employee, he/she must have been employed by the Group (excluding dormant subsidiaries) and his/her employment as an Eligible Person must have been confirmed on the Date of Offer, employed on a full-time basis and has not served a notice to resign nor received a notice of termination;
- (iii) if he/she is a non-executive Director, he/she must have been appointed and remain appointed as a Director of the Group (excluding dormant subsidiaries), as at the Date of Offer;

- (iv) if the Director or employee is employed by a company which is acquired by the Group during the duration of the Scheme and becomes a subsidiary upon such acquisition, the said Director or employee must become an Eligible Person within the meaning of the By-Laws following the date that such company becomes or is deemed to be a subsidiary of the Group; and
- (v) they must fulfil such other eligibility criteria as may be determined by the ESS Committee from time to time at its absolute discretion.

The eligibility for consideration under the Scheme does not confer an Eligible Person a right to participate in the Scheme unless the ESS Committee had made the Offer to the Eligible Person and the Eligible Person has accepted the Offer in accordance with the terms of the By-Laws.

The Group is of the view that granting of the Awards to the independent non-executive Directors will not affect the independent non-executive Directors in exercising their independent judgement by ensuring that such Awards granted will not be material such as to affect their independent judgement. The risk is further mitigated as the independent non-executive Directors are prohibited from selling, transferring or assigning his/her Shares obtained through the vested Shares Grant and/or exercise of ESS Options within 1 year from the Date of Offer in accordance with Rule 8.22 of the Listing Requirements. In the event Awards are proposed to be granted to the independent non-executive Directors, they will be required to abstain from deliberating on any allocation of Awards to themselves and/or persons connected to them.

In accordance with the Listing Requirements, the allotment of Awards to any of the Directors, chief executive officer, employee who is a major shareholder and/or persons connected with them pursuant to the Scheme must be approved by the shareholders of ADB in a general meeting.

2.3 Basis of allocation and maximum allowable allotment

The allocation of Awards to an Eligible Person shall be determined entirely at the discretion of the ESS Committee and subject to the provisions set out in the By-Laws after taking into consideration, amongst others, the position, performance, ranking, length of service and his/her potential contribution to ADB Group and any other factors deemed appropriate by the ESS Committee.

Notwithstanding the foregoing, subject to any adjustments which may be made in accordance with the By-Laws, the aggregate number of Awards that may be allocated to an Eligible Person shall be subject to the following:-

- (i) the Directors (including non-executive Directors but shall not include alternate and/or substitute Directors) and Senior Management do not participate in the deliberation and discussion of their own allocation and/or allocation to persons connected to them;
- (ii) not more than 80.0% of the total number of ADB Shares comprised in the Awards, to be issued under the Scheme shall be allocated to the Directors and/or Senior Management of ADB Group (excluding dormant subsidiaries).

For information, the Company's proposal to grant up to 80.0% of the Awards under the Proposed ESS to Directors and/or Senior Management of the Group (excluding dormant subsidiaries) was made after taking into consideration, amongst others, the retention of Directors and/or Senior Management who are responsible for shaping the direction and carrying out initiatives of the Group in the medium to long term as well as the roles and functions performed by and expected contribution from them. Further, the remuneration of Directors and/or Senior Management of the Group are typically higher than other employees of the Group; hence, such allocation to the Directors and/or Senior Management will constitute a larger portion of the Awards granted. In view of this, the 80.0% allocation to Directors and/or Senior Management is appropriate as it reflects the strategic importance of their contribution to the organisation and should therefore be incentivised for their efforts.

Notwithstanding the proposed allocation to Directors and/or Senior Management is for up to 80.0% of the Awards, the ESS Committee will be tasked to determine the actual quantum of Awards to all Directors and employees based on their merits. Therefore, the actual allocation to non-Directors and/or non-Senior Management may be eventually account for more than 20.0% of the Awards granted over the tenure of the scheme; and

- (iii) not more than 10.0% of the total number of ADB Shares comprised in the Awards, to be issued under the Scheme shall be allocated to any Selected Persons who, either singly or collectively through persons connected to them, hold 20.0% or more of the total number of issued shares of ADB (excluding treasury shares, if any),

provided always that it is in accordance with the Listing Requirements or any prevailing requirements/guidelines issued by Bursa Securities, or any other requirements of relevant authorities as amended from time to time.

The ESS Committee shall at its absolute discretion decide in relation to an Offer, amongst others, the Date of Offer, forms of Awards (whether in Shares Grant and/or ESS Options), whether the Awards will be staggered, performance targets, performance period(s), service period(s), the vesting period(s), vesting date(s), release schedule(s), retention period(s) and the extent to which the ADB Shares which are the subject of the Award shall be released on the performance targets being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the vesting period(s). As at LPD, the ESS Committee has not determined and/or decided on any vesting conditions (including performance targets) to be imposed in relation to an Offer.

As at LPD, it has yet to be determined if the granting of Awards will be in 1 single tranche or on a staggered basis and/or the maximum allocation to be made for each financial year should the Awards be granted on a staggered basis and the forms of Awards to each group of recipients. As at LPD, it has also yet to be determined the overall percentage of Awards to be allocated in the form of Shares Grant and/or ESS Options, neither has it been determined the actual percentage and form of Awards to be allocated to specific Directors and/or Senior Management.

The ESS Committee may stipulate the terms or conditions (which may include performance targets) if any, for the vesting of an Award to a Participant at the material point in time. The specific criteria/ formula in determining the basis and quantum of allocation to employees will depend on amongst others, the overall objectives/strategy of ADB Group at the material time, which will in turn affect the vesting criteria of the Awards of the specific employees. The Company will rely on the ESS Committee to evaluate the respective allocation to all employees (including Directors) prior to deciding on the actual allocation and form of any Awards. The Company takes cognisance that the granting of Shares Grant to Selected Persons, whilst at no cost to Selected Persons, will result in a higher charge to ADB Group's profit and loss account. Therefore, in determining the basis and quantum of allocation and the form of the Awards, the ESS Committee will also take into consideration, amongst others, the financial performance of ADB Group, the working capital requirements of the ADB Group, the number and position of the Selected Persons, retention periods, prevailing market conditions and impact on the financial performance of the ADB Group.

2.4 Duration of the Scheme

The Scheme, when implemented, shall be in force for a period of 5 years from the Effective Date and may be extended for further period immediately from the expiry of the original 5 years period, at the absolute discretion of the Board, whether or not upon the recommendation of the ESS Committee, provided always that the initial Scheme period stipulated above and such extension of the Scheme made pursuant to the By-Laws shall not in aggregate exceed a duration of 10 years or such other period as may be prescribed by Bursa Securities or any other relevant authorities from the Effective Date ("**Date of Expiry**").

Any extended Scheme shall be implemented in accordance with the terms of the By-Laws, subject however to any revisions and/or changes to the relevant statutes, laws and/or regulations then in force. In the event that the Scheme is extended, ADB shall make the necessary announcements to Bursa Securities prior to the proposed extension of the Scheme. For avoidance of doubt, unless otherwise required by the relevant authorities, no further sanction, approval, consent or authorisation of the shareholders of ADB in a general meeting is required for any such extension. In the event the Scheme is extended, the Company shall serve appropriate notices on each Participant within 30 days prior to the Date of Expiry.

On the Date of Expiry, any Offer which have yet to be accepted by the Selected Person and/or any Awards which has yet to be released or vested (whether fully or partial) shall be deemed cancelled and be null and void.

2.5 Retention period

The Shares issued and/or transferred arising from the Shares Grant and/or exercise of the ESS Options under the Proposed ESS, to a Participant (save for the promoters of ADB or an eligible Director who is a non-executive Director), will not be subjected to any retention period or restriction on transfer, unless otherwise as stated in the Offer(s), as determined by the ESS Committee from time to time. Notwithstanding the foregoing, the ESS Committee shall be entitled to prescribe or impose, in relation to any Offer, any condition relating to any retention period or restriction on transfer as it deems fit.

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

The Shares issued and/or transferred arising from the Shares Grant and/or exercise of the ESS Options under the Proposed ESS to the promoters of ADB (i.e. Choo Chin Peng and Choo Yian Tiee as set out in the prospectus of ADB dated 14 April 2023) whose shareholdings are currently under moratorium shall also be subject to a similar moratorium.

2.6 Exercise Price

Subject to any adjustment made in accordance with the By-Laws and pursuant to the Listing Requirements, the Exercise Price shall be based on the price to be determined by the Board upon recommendation of the ESS Committee based on the 5-day VWAP immediately preceding the Date of Offer, with a discount of not more than 10.0% or such other percentage of discount as may be permitted by Bursa Securities and/or any other relevant authorities from time to time during the duration of the Scheme.

For avoidance of doubt, the Shares Grant will be granted at no cost to the Participants.

2.7 Acceptance of the Offer

The Offer may only be accepted by the Participant during the Offer period in such form and manner as may be prescribed in the Offer and shall be accompanied by a non-refundable sum of RM1.00 only payable to the Company. The date of receipt by the ESS Committee of such form together with the money shall be the date of acceptance of the Offer by the Selected Person, provided that the Proposed ESS is not terminated pursuant to the By-Laws.

In the event that the Selected Person fails to accept the Offer in the manner prescribed within the Offer period, the Offer shall automatically lapse and shall then be null and void. The ESS Committee shall not be precluded from making a fresh Offer, on such terms as the ESS Committee may so decide, to the Selected Person subsequently.

2.8 Ranking of the ADB Shares pursuant to the Proposed ESS

The ADB Shares to be allotted and issued and/or transferred from treasury shares (as the case may be) upon the vesting of the Shares Grant and/or upon exercise of the ESS Options pursuant to the Awards shall, upon allotment and issuance and/or transfer from treasury shares (as the case may be), rank equally in all respects with the existing ADB Shares, save and except that the said Shares shall not be entitled to any dividends, rights, allotments and/or other distributions that may be declared, made or paid for which the entitlement date precedes the date of issuance and allotment or transfer of the said Shares.

2.9 Listing and quotation of new ADB Shares to be issued pursuant to the Proposed ESS

Bursa Securities had vide its letter dated 21 May 2024, approved the listing and quotation of up to 10.0% of the total number of issued Shares, to be issued and allotted pursuant to the Proposed ESS on the ACE Market of Bursa Securities, subject to, the conditions as set out in Section 7 of this Circular.

2.10 ESS Committee

The Proposed ESS will be implemented and administered by an ESS Committee, which will have sole and absolute discretion in administering the Proposed ESS subject to the terms of reference which the Board may establish to regulate and govern the ESS Committee's functions and responsibilities under the By-Laws. The ESS Committee shall have the absolute discretion in determining whether the Awards will be granted in 1 single tranche or on a staggered basis over the duration of the Proposed ESS.

The ESS Committee shall comprise persons from the Board and/or Senior Management of the ADB Group and shall ensure that the respective members of ESS Committee do not participate in the deliberation or discussion of their own allocation and/or allocation to persons connected to them. A Selected Person who is a member of the ESS Committee shall abstain from deliberations in respect of any Awards granted or to be granted to him/her and/or persons connected to them.

In implementing the Proposed ESS, the ESS Committee may in its absolute discretion decide that the Awards be satisfied by any of the following methods:-

- (i) issuance of new ADB Shares;
- (ii) acquisition of existing ADB Shares from the open market;
- (iii) transferring ADB treasury shares;
- (iv) payment by cash; or
- (v) any combination of the above.

For clarification, the option to allow ADB to satisfy the Awards via cash payment as set out in (iv) above is to provide the flexibility to the Group to cater for, amongst others, the following circumstances:-

- (i) the Company to avoid further dilution to the shareholdings of the Company's existing shareholders;
- (ii) to alleviate the potential burden for employees to pay a large sum of money to exercise their vested ESS Options and allow these employees to still be rewarded for their contribution towards the Group;
- (iii) as a form of cashflow management by ADB Group; and/or

- (iv) any applicable laws, regulatory requirements and/or administrative constraints prevent or restrict ADB's ability to settle the Awards via the issuance or transfer of ADB Shares in an expedient manner.

Nevertheless, the Group's decision to pursue for issuance of Shares and/or cash settlement for the Awards is dependent, amongst others, the Company's available cash at the material time, the Group's funding requirements at the material time, the prevailing market conditions, the potential dilution effects to the shareholdings of the Company's existing shareholders.

For avoidance of doubt, where the Shares Grant are satisfied in cash as an alternative settlement, the said alternative settlement will be transacted based on the market value of the Shares at the end of the vesting period.

For avoidance of doubt, where the ESS Options are satisfied in cash as an alternative settlement, the said alternative settlement will be transacted based on the difference of the Exercise Price of the ESS Options at the Date of Offer and the market value of the Shares upon exercise of such ESS Options.

In view of the above, the Group is of the view that payment of cash will not impede the Participants to participate in the equity of the Company, as the Participants will be able to participate in the upside (if any) of the ESS Options, and the cash received can be utilised to acquire Shares in the market, which will be at the discretion of the Participants.

In considering the settlement of the Awards, the ESS Committee will take into consideration, amongst others, factors such as the prevailing market price of ADB Shares, funding considerations and dilutive effects on ADB's capital base.

To facilitate the implementation of the Proposed ESS, the Company may make the necessary arrangements, including consider appointing a trustee to acquire treasury shares or other existing Shares or to subscribe for new shares, for the purpose of the Proposed ESS ("**Trustee**") under a trust to be established ("**Trust**"). The Trustee shall administer the Trust in accordance with a deed of trust to be executed between the Trustee and the Company.

2.11 Alteration of capital

In the event of alteration in the capital structure of ADB during the Scheme period (whether by way of capitalisation of profit or reserves, rights issues, reduction, subdivision or consolidation of capital or otherwise but excluding any cancellation of capital which is lost or unrepresented by available assets), the Board, in accordance to the By-Laws, shall have the discretion, whether to make adjustments to the:-

- (i) the Exercise Price of the ESS Options; and/or
- (ii) number of ADB Shares comprised in the Awards.

Any adjustment will be made in accordance with the provisions of the By-Laws.

2.12 Amendment, variation and/or modification to the Proposed ESS

Subject to the By-Laws and in compliance with the Listing Requirements and the approvals of any other authorities (if required), the ESS Committee may at any time and from time to time recommend to the Board any modification, variation and/or amendment of the By-Laws as it shall at its discretion deems fit and the Board shall have the power at any time and from time to time by resolution to make any modification, variation and/or amendment of the By-Laws upon such recommendation and subject to the Company submitting the amended By-Laws and a letter of compliance to Bursa Securities (within 5 market days after the effective date of the modification, variation and/or amendment of the By-Laws or such other period as may be prescribed by Bursa Securities or any other relevant authorities) each time any modification, variation and/or amendment is made, stating that the said modification, variation and/or amendment is in compliance with the provisions of the Listing Requirements pertaining to the Proposed ESS and the Rules of Bursa Malaysia Depository Sdn Bhd.

The approval of the shareholders of the Company in a general meeting shall not be required in respect of modification, variation and/or amendment of the By-Laws provided that no modification, variation and/or amendment made to the By-Laws which would:-

- (i) materially prejudice any rights which would have accrued to any Participants without the prior consent or sanction of the affected Participants;
- (ii) increase the number of Shares available under the Proposed ESS beyond the Maximum Awards;
- (iii) prejudice any rights of the shareholders of the Company; and
- (iv) alter to the advantage of any Participant or group of Participants or all the Participants in respect of any matters which are required to be contained in the By-Laws unless allowed by the provisions of the Listing Requirements.

2.13 Fees, costs and expenses

All fees, costs and expenses incurred in relation to the Proposed ESS including but not limited to the costs and expenses (including stamp duty, if any) relating to the allotment and issuance and/or transfer of the Shares and/or ADB Share(s) pursuant to the Shares Grant and/or upon the exercise of any ESS Option(s) (excluding the Exercise Price of such ESS Option(s)), shall be borne by the Company.

However, each Participant will be solely responsible for any taxes (including income tax) which may be levied on the Participant arising out of or as a result of such allotment and issuance and/or transfer of ADB Shares.

2.14 Termination of the Proposed ESS

Notwithstanding anything set out in the By-Laws and subject always to compliance with the Listing Requirements and any other relevant rules or requirements, the Proposed ESS may be terminated by the Board upon consultation with the ESS Committee, at any time before its expiry without obtaining the approvals or consents from the Participants or its shareholders provided that the Company makes an announcement immediately to Bursa Securities. The announcement shall include:-

- (i) effective date of termination of the Scheme ("**Termination Date**");
- (ii) number of ESS Options vested and/or exercised and Shares Grant vested pursuant to the Scheme;
- (iii) reasons for termination of the Scheme; and
- (iv) any other information required pursuant to the Listing Requirements.

Notwithstanding anything to the contrary, in the event of such termination:-

- (i) no further Offers shall be made by the ESS Committee from the Termination date;
- (ii) all Offers which have yet to be accepted by Selected Persons shall automatically lapse on the Termination date;
- (iii) all outstanding ESS Options which have yet to be exercised by the Participants shall automatically lapse on the Termination date; and
- (iv) all unvested Awards will cease to be capable of being vested in the relevant Participants.

2.15 Proposed Allocation

Subject to the provisions of the By-Laws, ADB proposes to seek its shareholders' approval at the Company' forthcoming EGM for the Proposed Allocation to the following Directors of ADB:-

<u>Name</u>	<u>Designation</u>	<u>Proposed Allocation</u>
Choo Chin Peng	Executive Director / Chairman	Not more than 10.0% of the total Awards to be granted
Choo Yan Tiee	Executive Director / Managing Director	Not more than 10.0% of the total Awards to be granted

(collectively, referred to as the “**Proposed Allocation**”)

The Shares issued and/or transferred arising from the Shares Grant and/or exercise of the ESS Options under the Proposed ESS to the Directors above, who are also the promoters of ADB (as set out in the prospectus of ADB dated 14 April 2023) whose shareholdings are currently under moratorium shall also be subject to a similar moratorium.

For avoidance of doubt, the Company will not be seeking its shareholders' approval for granting of Awards to its independent directors at the upcoming EGM. The Company will seek its shareholders approval to grant Awards to its independent directors at the material time the ESS Committee proposes such granting of Awards.

3. UTILISATION OF PROCEEDS

The Company will not receive any proceeds from the granting of Awards under the Proposed ESS and subsequent allotment and listing of the ADB Shares pursuant to the Shares Grant.

The Company will not receive any proceeds from the ESS Options until such time the ESS Options are exercised by the Participant. The actual proceeds to be received from the ESS Options will be dependent on amongst others, the number of ESS Options exercised at the relevant point in time and the Exercise Price.

ADB intends to utilise such proceeds arising from the exercise of the ESS Options, if any, as working capital for ADB Group over a period of 12 months from the date of receipt of such proceeds. The proceeds raised from the exercise of the ESS Options will be utilised to finance the Group's working capital, including but not limited to payment of staff salaries, payment of trade creditors as well as defrayment of operational and administrative expenses, such as office maintenance (i.e. repair and maintenance for office equipment and vehicles), utilities, rental and other office operating expenses (i.e. insurance and office supplies). The actual funding breakdown cannot be determined at this juncture as it will depend on, amongst others, the actual proceeds to be raised from the exercise of ESS Options as well as the working capital requirements of the Group at the relevant time.

Pending the utilisation of proceeds from the exercise of ESS Options, the proceeds shall be placed in a profit-bearing bank account, as deposits with licensed financial institution(s) and/or in short-term money market instruments, as the Board deems fit. The Group proposes to utilise such interest/profits arising from the deposits/financial instruments to finance the Group's working capital as stated above, within 12 months from the date such interest/profits are received.

For information, estimated expenses amounting to approximately RM0.2 million is expected to be incurred for the Proposed ESS and it will be funded via internally generated funds.

3.1 Fund-raising exercise in the past 12 months

The Company was listed on the ACE Market of Bursa Securities on 9 May 2023 ("Listing Date") and raised gross proceeds of RM30.9 million from its initial public offering ("IPO"). The utilisation of proceeds raised from the IPO is as follows:-

Details of utilisation	Proposed utilisation RM'000	Actual utilisation as at LPD RM'000	Balance to be utilised RM'000	Estimated timeframe for utilisation from the Listing Date
Regional expansion to capture growth opportunities	17,352	990	16,362	Within 36 months
Strengthening our research and development to expand our existing products' features	5,208	463	4,745	Within 24 months
Working capital	4,423	564	3,859	Within 24 months
Estimated listing expenses	3,900	3,900	-	Within 1 month
	30,883	5,917	24,966	

4. RATIONALE FOR THE PROPOSED ESS

The Company believes it is important to continue to motivate, incentivise and reward its employees and also to align the interests of the Eligible Persons with the corporate goals of ADB Group. The Proposed ESS is intended to:-

- (i) reward Eligible Persons for their contribution towards ADB Group;
- (ii) create a sense of loyalty and ownership amongst the employees, by giving the employees an opportunity to participate in the equity of the Company;
- (iii) increase the level of commitment and dedication of the Eligible Persons by rewarding them with an equity stake in the Company; and
- (iv) provide incentive for the Eligible Persons to participate more actively in the operations of the Group and encourage them to contribute to the future growth of the Group.

The Proposed ESS is also extended to include the non-executive Directors of ADB Group in recognition of their contributions towards the growth and performance of ADB Group. Their participation in the equity of the Company is expected to enhance their level of commitment and contribution as well as to enable the Company to attract and retain capable individuals to act as non-executive Directors of the Company, who will assist in the overall strategic decisions and directions of the Group.

Further, any proceeds to be received by the Company pursuant to the exercise of the ESS Options (which will depend on, amongst others, the number of ESS Options granted and exercised at the relevant point in time and the Exercise Price) will be utilised for the Group's working capital purposes as set out in Section 3 of this Circular.

5. EFFECTS OF THE PROPOSED ESS

5.1 Issued share capital

The Proposed ESS will not have an immediate effect on the existing issued share capital of the Company until and unless the Shares Grant are vested and/or ESS Options are exercised pursuant to the Awards granted under the Proposed ESS. The issued share capital of ADB will increase progressively depending on the number of Awards vested and exercised.

For illustration purposes, the pro forma effects of the Proposed ESS on the issued share capital of ADB as at LPD are as follows:-

	<u>Number of Shares</u>	<u>RM</u>
Issued share capital as at LPD	550,500,000	38,154,067
Shares to be issued pursuant to the Proposed ESS ^(a)	55,050,000	54,620,610
Enlarged issued share capital	<u>605,550,000</u>	<u>92,774,677</u>

Note:-

- (a) Assuming all 10.0% of the Awards granted in relation to the Proposed ESS are settled via issuance of new ADB Shares at RM0.9922 each, representing the 5-day VWAP of ADB Shares up to LPD.

5.2 NA, NA per Share and gearing

The Proposed ESS is not expected to have an immediate effect on the NA and gearing of the Group until such time when the Awards are granted and vested.

Any potential effect on the NA, NA per Share and gearing of our Company will depend on the mode of settlement of the ESS Options and Shares Grant, which will only be determined at the time of exercise of ESS Options and/or vesting of Shares Grant. Any allotment and issuance of new ADB Shares and/or transfer of treasury Shares pursuant to the Proposed ESS may have a dilutive effect on the NA per Share of the Company due to the resultant increase in the number of issued Shares (excluding treasury shares).

Upon exercise of the ESS Options pursuant to the Proposed ESS and/or vesting of the Awards, the NA per Share is expected to:-

- (i) increase if the Exercise Price or the fair value of the Awards is higher than the NA per Share; or

- (ii) decrease if the Exercise Price or the fair value of the Awards is lower than the NA per Share,

at such point of exercise of the ESS Options and/or allotment and issuance of new Shares pursuant to the vesting of the Shares Grant.

5.3 Earnings and EPS

The Proposed ESS is not expected to have an immediate effect on the earnings and EPS of the Group until such time when the Awards are granted and exercised/vested. Any potential effects on the earnings and EPS of the Group will depend on the number of ESS Options and/or Share Grants granted and/or vested, the Exercise Price and the non-cash expenses arising from the granting of the Awards under the accounting standards Malaysian Financial Reporting Standards 2, on “Share-Based Payment” issued by the Malaysian Accounting Standards Board.

The quantum of such impact cannot be determined at this juncture as it will be measured at the date of granting or vesting of the Awards based on, amongst others, the share price volatility, risk-free interest rate, share price/fair value of the share and/or pricing model.

The fair value of the ESS Options and/or Shares Grants granted under the Proposed ESS will be recognised as an expense in the profit or loss account of the Group over the vesting period of the Share Options or Share Awards. However, it should be noted that the estimated cost does not represent a cash outflow by our Group as it is merely an accounting treatment.

Any allotment and issuance of new ADB Shares and/or transfer of treasury Shares pursuant to the Shares Grant will have a dilutive effect on the EPS.

Any allotment and issuance of new ADB Shares and/or transfer of treasury Shares pursuant to the ESS Options may have a dilutive effect on the EPS, which in turn will depend on the returns to be generated by the Group from the utilisation of proceeds from the exercise of such ESS Options.

The Board has taken note of the potential effect of the Proposed ESS on the Group’s earnings and will take this into consideration in the allocation and granting of the Awards to the Selected Persons.

For information, estimated expenses amounting to approximately RM0.2 million is expected to be incurred for the Proposed ESS and it will be funded via internally generated funds.

5.4 Substantial shareholders’ shareholdings

The Proposed ESS is not expected to have any immediate effect on the substantial shareholders’ shareholdings in the Company until and unless new ADB Shares are issued and/or treasury shares are transferred, as the case maybe, to the Participants pursuant to the vesting of Shares Grant and/or exercise of ESS Options. Any potential effects on the shareholdings of ADB’s substantial shareholders will depend on the number of new ADB Shares to be issued and/or treasury shares transferred pursuant to the Awards at the relevant point in time.

In the event that the existing ADB Shares which are acquired from the open market are transferred to the Participants as a mode of settlement for the Awards, there will be no impact on the shareholdings of ADB’s substantial shareholders. Any allotment and issuance of new ADB Shares and/or transfer of treasury shares pursuant to the Shares Grant and/or exercise of ESS Options will have a dilutive effect on the shareholdings of ADB’s substantial shareholders.

For illustration purposes, assuming ADB grants the entire 10.0% of the Awards and the Proposed Allocation set out in Section 2.15 above are fully granted under the Proposed ESS and are settled via the issuance of new ADB Shares, the effect of the Proposed ESS on the substantial shareholders' shareholdings in ADB are as follows:-

		As at LPD				After the Proposed ESS			
		Direct		Indirect		Direct		Indirect	
		No. of Shares	^(a) %	No. of Shares	^(a) %	No. of Shares	^(b) %	No. of Shares	^(b) %
Choo Peng	Chin	169,357,196	30.8	-	-	174,862,196 ^(c)	28.9	-	-
Choo Tiee	Yan	169,357,196	30.8	-	-	174,862,196 ^(d)	28.9	-	-

Notes:-

- (a) Based on 550,500,000 issued Shares as at LPD.
- (b) Based on 605,550,000 ADB Shares after the Proposed ESS.
- (c) Assuming that 10.0% of the total Awards will be issued to Choo Chin Peng pursuant to the Proposed Allocation.
- (d) Assuming that 10.0% of the total Awards will be issued to Choo Yan Tiee pursuant to the Proposed Allocation.

5.5 Convertible securities

As at LPD, the Company does not have any convertible securities.

6. HISTORICAL SHARE PRICES

The monthly highest and lowest market prices of ADB Shares as transacted on the ACE Market of Bursa Securities for the past 12 months from May 2023 to April 2024 are as follows:-

	High	Low
	RM	RM
2023		
May	^(a) 1.125	^(a) 0.611
June	0.664	0.562
July	0.674	0.596
August	0.630	0.587
September	0.650	0.596
October	0.750	0.625
November	0.670	0.625
December	0.650	0.620
2024		
January	0.675	0.625
February	0.700	0.630
March	0.935	0.660
April	1.040	0.875

The last transacted market price of ADB Shares on 24 April 2024 (being the last trading day prior to the date of announcement of the Proposed ESS) 1.020

The last transacted market price of ADB Shares as at LPD 1.010

(Source: Bloomberg)

Note:-

- (a) For information, ADB was listed on the ACE Market of Bursa Securities on 9 May 2023.

7. APPROVALS REQUIRED AND CONDITIONALITY

The Proposed ESS is subject to the following approvals/consents being obtained:-

- (i) Bursa Securities for the listing and quotation of up to 10.0% of the total number of issued Shares, to be issued and allotted under the Proposed ESS;

Bursa Securities had vide its letter dated 21 May 2024 approved the listing and quotation of such number of new ADB Shares, representing up to 10.0% of the Company's total number of issued Shares (excluding treasury shares, if any), to be issued and allotted pursuant to the Proposed ESS on the ACE Market of Bursa Securities, subject to the following conditions:-

<u>No.</u>	<u>Conditions imposed by Bursa Securities</u>	<u>Status of compliance</u>
1.	Malacca Securities is required to submit a confirmation to Bursa Securities of full compliance of the Proposed ESS 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;	To be complied.
2.	ADB is required to furnish Bursa Securities on a quarterly basis a summary of the total number of shares listed pursuant to the Proposed ESS as at the end of each quarter together with a detailed computation of listing fees payable; and	To be complied.
3.	The new shares to be issued pursuant to the Proposed ESS to any person whose Shares are subject to moratorium pursuant to Rule 3.19(1) of the Listing Requirements shall be subject to the same moratorium.	To be complied.

- (ii) The approval of the shareholders of the Company for the Proposed ESS and Proposed Allocation at the Company's forthcoming EGM. For information, in accordance with Section 85(1) of the Act and Clause 51 of the Constitution, shareholders of the Company have preemptive rights to be offered the new ADB Shares to be issued pursuant to the Proposed ESS. In the event the resolutions for the Proposed ESS are approved by shareholders of the Company at the Company's forthcoming EGM, shareholders will be waiving their preemptive rights under Section 85(1) of the Act and Clause 51 of the Constitution to be first offered the new ADB Shares to be issued pursuant to the Proposed ESS, which will result in a dilution of the existing shareholders' shareholdings in the Company; and
- (iii) any other relevant authorities and/or parties, where applicable.

Notes:-

Section 85(1) of the Act provides that:-

“Subject to the constitution, where a company issues shares which rank equally to existing shares as to voting or distribution rights, those shares shall first be offered to the holders of existing shares in a manner which would, if the offer were accepted, maintain the relative voting and distribution rights of those shareholders.”

Clause 51 of the Constitution provides that:-

“Subject to any direction to the contrary that may be given by the Company in general meeting any new shares or other convertible securities from time to time to be created shall, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as circumstances admit, to the amount of existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the persons to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such new shares or securities as aforesaid which, by reason of the ratio borne by them to the number of shares or securities held by the persons entitled to such offer of new shares or securities cannot, in the opinion of the Directors be conveniently offered in manner herein provided.”

The Proposed Allocation is conditional on the Proposed ESS but not vice versa.

The Proposals are not conditional upon any other corporate exercise/scheme which has been announced but not yet completed and/or any other corporate exercise/scheme by ADB.

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

None of the Directors, major shareholders, chief executive and/or persons connected to them has any interest, direct or indirect in the Proposed ESS. The Directors, major shareholders and chief executive of ADB who are employees of ADB Group are only deemed interested in respect of their respective allocation, as well as allocation to persons connected with them, if any, under the Proposed ESS.

The following Directors are interested in respect of their respective Proposed Allocation:-

- (i) Choo Chin Peng, being the Executive Director, Chairman and 30.8% major shareholder of the Company as at LPD is interested in the Proposed Allocation to him; and
- (ii) Choo Yan Tiew, being the Executive Director, Managing Director and 30.8% major shareholder of the Company as at LPD is interested in the Proposed Allocation to him;

(collectively, referred to as the “**Interested Directors**”).

The Interested Directors have abstained and will continue to abstain from deliberating and voting on their respective allocations and the allocations to any persons connected with them (if any) at the relevant Board meetings in relation to the Proposed ESS.

The Interested Directors will abstain from voting and undertake to ensure that persons connected with them will abstain from voting in respect of their direct and/or indirect shareholdings in ADB on the resolutions pertaining to their respective allocation as well as allocation to persons connected with them (if any) under the Proposed ESS at the Company’s forthcoming EGM.

As at LPD, the direct and indirect interests of the Interested Directors in ADB are set out below:-

	Direct		Indirect	
	No. of Shares	(a)%	No. of Shares	(a)%
Choo Chin Peng	169,357,196	30.8	-	-
Choo Yan Tiee	169,357,196	30.8	-	-

Note:-

(a) Based on 550,500,000 issued Shares as at LPD.

Save as disclosed above, none of the Directors, chief executive, major shareholders and/or persons connected with them have any interest, direct or indirect, in the Proposed Allocation.

Moving forward, shareholders' approval will be sought for allocation to other Directors, chief executive, major shareholders and/or persons connected with them, where applicable.

9. DIRECTORS' STATEMENT AND RECOMMENDATION

The Board (save for the Interested Directors in respect of their respective Proposed Allocation), having considered all aspects of the Proposals including but not limited to the rationale and financial effects of the Proposed ESS, is of the opinion that the Proposals are in the best interest of ADB Group. The Interested Directors have abstained from expressing an opinion in respect of their respective allocation, as well as allocation to persons connected with them, if any, under the Proposed ESS.

Accordingly, the Board (save for the Interested Directors in respect of their respective Proposed Allocation) recommends that ADB shareholders vote in favour of the resolutions pertaining to the Proposals to be tabled at the Company's forthcoming EGM.

10. CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION

As at LPD, save for the Proposals, the Company does not have any outstanding corporate exercise that have been announced but pending completion.

11. ESTIMATED TIMEFRAME FOR IMPLEMENTATION

Barring any unforeseen circumstances and subject to the approvals of the relevant authorities and shareholders being obtained and conditions met, the Board expects the Proposed ESS to be implemented in the 3rd quarter of the calendar year 2024.

12. EGM

The EGM, the notice of which is set out in this Circular, will be at Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Selangor Darul Ehsan, Malaysia on Tuesday, 25 June 2024 at 11:30 a.m., or immediately after the conclusion of the Company's Annual General Meeting scheduled to be held at the same venue on the same day at 10:30 a.m., whichever is later, or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications, the resolutions to give effect to the Proposals.

If you are unable to attend and vote in person at the EGM, you may complete, sign and return the Proxy Form in accordance with the instructions printed thereon to the registered office of the Company at Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur, Malaysia not less than 24 hours before the time set for convening the EGM or at any adjournment thereof. The lodging of the Proxy Form will not preclude you from attending and voting in person at the EGM should you subsequently wish to do so.

13. FURTHER INFORMATION

Shareholders are advised to refer to the attached appendices of this Circular for further information.

Yours faithfully,
For and on behalf of the Board of
AUTOCOUNT DOTCOM BERHAD

CHOO YAN TIEE
Executive Director / Managing Director

AUTOCOUNT DOTCOM BERHAD
(Registration No. 202201006885 (1452582-U))

BY-LAWS OF AUTOCOUNT GROUP'S EMPLOYEES' SHARES SCHEME 2024

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these By-Laws, except where the context otherwise requires, the following expression in these By-Laws shall have the following meanings:

ACE Market Listing Requirements	: The ACE Market Listing Requirements of Bursa Securities including any amendments made thereunder that may be made from time to time
Act	: The Companies Act, 2016, as amended from time to time and all regulations made thereunder and any re-enactment thereof
Adviser	: The Company's recognised principal adviser under the Securities Commission's Licensing Handbook
Authorised Nominee	: A person who is authorised to act as a nominee as specified in accordance with the schedule prescribed under Part VIII of the Rules of the Bursa Depository
Autocount or Company	: Autocount Dotcom Berhad (Registration No. 202201006885 (1452582-U))
Autocount Group or Group	: Autocount and its Subsidiaries or any one or more of them as the context permits
Autocount Shares or Shares	: Ordinary shares in Autocount
Award(s)	: The Shares Grant and/or the ESS Option(s) to be granted to the Selected Persons pursuant to the Scheme
Award Letter	: A letter of offer to Eligible Person(s) issued pursuant to the Offer made by the ESS Committee under Part B or Part C, as the case may be, of these By-Laws
Board	: Board of Directors of Autocount, as may be constituted from time to time
Bursa Depository	: Bursa Malaysia Depository Sdn. Bhd. (Registration No. 198701006854 (165570-W))
Bursa Securities	: Bursa Malaysia Securities Berhad (Registration No. 200301033577(635998-W))
By-Laws	: The rules, terms and conditions of the Scheme as set out herein, and shall include any amendments or variations made thereto from time to time
CDS	: Central Depository System
CDS Account	: a CDS account established by Bursa Depository for a Depositor for the recording of deposits of securities and dealings in such securities by the Depositor

Central Depositories Act	:	The Securities Industry (Central Depositories) Act 1991 including any amendments made thereto from time to time
Constitution	:	The constitution of the Company, including any amendments thereto that may be made from time to time
Date of Expiry	:	The last day of the duration of this Scheme pursuant to By-Law 6.1 hereof
Date of Offer	:	The date of the Offer made by the ESS Committee in writing
Depositor	:	A holder of a CDS Account
Director(s)	:	A natural person who holds a directorship in an executive or non-executive capacity in any corporation in Autocount Group but shall not include alternate and/or similar substitute directors
Effective Date	:	The date for the launch and implementation of the Scheme being the date of full compliance with all relevant requirements of Chapter 6 of the ACE Market Listing Requirements including the last of the approvals and/or conditions referred to in By-Laws 6.1 hereof have been obtained and/or complied with and to be determined by the ESS Committee;
Eligible Person(s)	:	Employee(s) or Director(s) of Autocount Group (excluding dormant Subsidiaries) who meets the criteria of eligibility for participation in the Scheme as set out in By-Law 7
Employee(s)	:	A natural person who is employed by and on the payroll of any corporation under Autocount Group, including Director(s)
Entitlement Date	:	The date as at the close of business on which the names of the shareholders of Autocount must appear on Autocount's record of depositors in order to participate in any dividends, rights, allotments or other distributions
ESS or Scheme	:	The Employees' Shares Scheme of Autocount Group comprising the ESS Options and Shares Grant on the terms as set out in these By-Laws
ESS Committee	:	The committee comprising Director(s) and/or Senior Management of Autocount Group duly appointed from time to time and authorised by the Board pursuant to By-law 16 to administer the Scheme in accordance with these By-Laws
ESS Option(s) or Option(s)	:	The right granted to the Participant to subscribe for Autocount Share(s) at the Exercise Price in the manner indicated in By-Law 36
ESS Period	:	A period commencing from the date the offer for the ESS Options or Shares Grant, as the case may be, is accepted in accordance with these By-Laws and expiring on the last day of the period referred to in By-Law 6 or such other date which the ESS Committee may in its discretion decide, subject always to early termination in accordance with the provisions of By-Law 6, provided that no ESS Period shall extend beyond the period referred to in By-Law 6
Exercise Period	:	The specific period or periods within the ESS Period during which ESS Options may be exercised by Participants, as determined by the ESS Committee subject to By-Law 6

Exercise Price	:	The price at which the Participant shall be entitled to subscribe for every Autocount Share by exercising his/her ESS Option(s) as determined in accordance with By-Law 37
Government	:	The Government of Malaysia
Market Day(s)	:	Any day(s) on which Bursa Securities is open for trading in securities
Maximum Allowable Allocation	:	The maximum number of Autocount Shares comprised in the Awards, that can be offered to the Selected Persons as stipulated in By-Law 8
Offer(s)	:	An offer made in writing by the ESS Committee to the Selected Persons in relation to the Scheme
Participant(s)	:	The Selected Person(s) who has(have) accepted the Offer in accordance to the Award Letter(s)
Person connected	:	Has the meaning given to “person connected” adopted in Rule 1.01 of the ACE Market Listing Requirements
Registered Office	:	The registered address of Autocount being Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur Wilayah Persekutuan
RM and sen	:	Ringgit Malaysia and sen, respectively
Rules of Bursa Depository	:	The Rules of Bursa Depository as issued pursuant to the Central Depositories Act
Selected Person(s)	:	An Eligible Person to whom the Offer has been made under the Scheme via an Award Letter
Senior Management	:	An Employee of Autocount Group holding the position of senior manager and above (including executive Director) or other senior position as may be determined by the ESS Committee from time to time to be senior management and which shall be subject to any criteria as may be determined at the sole discretion of the ESS Committee from time to time
Shares Grant(s)	:	The right granted to the Participant to receive a number of new and/or existing Autocount Shares vested in the Participant on the vesting date specified in the Offer, subject to the terms and conditions provided in these By-Laws
Subsidiaries	:	Subsidiary corporations within the meaning of Section 4 of the Act of Autocount and shall include subsidiary corporations which are existing as at the Effective Date and those which are incorporated or acquired at any time during the duration of the Scheme but exclude subsidiary corporations which have been divested in the manner provided for in By-Law 24.2 and which is determined by the ESS Committee at its absolute discretion from time to time to be a corporation participating under the Scheme in accordance with By-Law 7
Trust	:	The trust that may be established to facilitate the implementation of the Scheme
Trust Deed	:	The trust deed(s) constituting the Trust to be executed between the Trustee and the Company (if applicable)

- Trustee** : The trustee(s) or its authorised nominee that may be appointed by the Company for the Scheme from time to time
- Vesting Conditions** : The conditions which are required to be fulfilled by a Participant before the ESS Option(s) and/or Shares Grant(s) is capable of being vested onto the Participant pursuant to the terms of these By-Laws

1.2 In these By-Laws:

- (a) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and any listing requirements, policies and/or guidelines of Bursa Securities and/or any other relevant regulatory authority (whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies and/or guidelines are addressed to by Bursa Securities and/or any other relevant regulatory authority);
- (b) any reference to a statutory provision shall include 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 Award offered and accepted prior to the expiry of the Scheme and shall include also any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly been replaced;
- (c) words denoting the singular shall include the plural and references to gender shall include both genders and the neuter;
- (d) any liberty or power which may be exercised or any determination which may be made hereunder by the ESS Committee or the Board may be exercised at the ESS Committee's or the Board's absolute and unfettered discretion and the ESS Committee and/or the Board shall not be required to give any reason therefore except as may be required by the relevant authorities;
- (e) the headings in these By-Laws are for convenience only and shall not be taken into account in the interpretation of these By-Laws;
- (f) if an event occurs 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 provided always if such date shall fall beyond the duration of the Scheme, then the stipulated day shall be taken to be the preceding Market Day;
- (g) any reference to the Company and/or other person shall include a reference to the successors-in-title and permitted assigns; and
- (h) unless otherwise stated herein and whenever applicable, the currency adopted for any matter referred to in this By-Laws is RM and sen, being the lawful currency of Malaysia.

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PART A: GENERAL PROVISIONS OF THE SCHEME

2. NAME OF THE SCHEME

This Scheme will be called the “**Autocount Group’s Employees’ Shares Scheme 2024**” and shall comprise of the ESS Options and/or the Shares Grant.

3. THE OBJECTIVES OF THE SCHEME

The establishment of this Scheme is to: -

- (a) reward Eligible Persons for their contribution towards Autocount Group;
- (b) create a sense of loyalty and ownership amongst the Employees, by giving the Employees an opportunity to participate in the equity of the Company;
- (c) increase the level of commitment and dedication of the Eligible Persons by rewarding them with an equity stake in the Company; and
- (d) provide incentive for the Eligible Persons to participate more actively in the operations of Autocount Group and encourage them to contribute to the future growth of Autocount Group.

This Scheme is also extended to non-executive Directors in Autocount Group (excluding dormant Subsidiaries) in recognition of their contributions towards the growth and performance of Autocount Group.

4. APPLICATION OF PART A

Unless otherwise expressly provided, the provisions of this Part A shall apply generally to the ESS Options and the Shares Grant.

5. MAXIMUM NUMBER OF AUTOCOUNT SHARES AVAILABLE UNDER THE SCHEME

5.1 The total number of Autocount Shares comprised in the Awards, which may be made available under the Scheme shall not in aggregate be more than ten per centum (10.0%) of the total number of issued shares of the Company (excluding treasury shares, if any) at any one time during the duration of the Scheme (“**Maximum Awards**”) whether or not such total number of Autocount Shares which may be made available under the Scheme shall be made available, offered and/or issued in a staggered manner over the duration of the Scheme. The ESS Committee has the discretion in determining whether the total number of Autocount Shares which may be made available under the Scheme shall be staggered over the duration of the Scheme.

5.2 Notwithstanding the provision of By-Law 5.1 above or any other provisions contained herein, in the event the aggregate number of Autocount Shares granted under the Scheme exceeds the Maximum Awards at any point in time as a result of the Company purchasing or cancelling its own shares; or the Company undertaking any corporate proposal, no further Awards shall be made until such aggregate number of Autocount Shares granted falls below the Maximum Awards. Any Award(s) made prior to the adjustment of the number of issued Autocount Shares shall remain valid and exercisable in accordance with the provisions of this Scheme.

- 5.3 Autocount Shares which are the subject of Awards which have lapsed for any reason whatsoever may be the subject of further Awards made by the ESS Committee under the Scheme.
- 5.4 Notwithstanding the above, the Company may implement more than one (1) employee share scheme during the duration of this Scheme provided that the aggregate Autocount Shares available for issuance under all the share issuance schemes implemented by Autocount are not more than thirty per centum (30.0%) of its total number of issued shares (excluding treasury shares, if any) at any one time or such lower or higher limit in accordance with any prevailing guidelines issued by Bursa Securities or any other relevant authorities as amended from time to time.
- 5.5 Autocount will use all reasonable efforts to make available/ensure that it has available and sufficient Autocount Shares to satisfy the Awards made during the Scheme.

6. DURATION AND TERMINATION OF THE SCHEME

- 6.1 The Effective Date for launch or implementation of the Scheme shall be the date the last of the following approvals and/or conditions have been obtained and/or complied with:
- (a) the submission to Bursa Securities of the final copy of the By-Laws together with a letter of compliance pursuant to rules 2.12 and 6.42 of the ACE Market Listing Requirements and a checklist showing compliance with Appendix 6E of the ACE Market Listing Requirements;
 - (b) receipt of the approval from Bursa Securities for the listing of the new Autocount Shares to be issued under the Scheme;
 - (c) procurement of the shareholders' approval for the Scheme at a general meeting;
 - (d) the approval of any other relevant authorities for the Scheme, if any; and
 - (e) the fulfilment of all conditions attached to the above approvals, if any.

The Scheme, when implemented, shall be in force for a period of five (5) years from the Effective Date and may be extended for further period immediately from the expiry of the original five (5) years period, at the absolute discretion of the Board, whether or not upon the recommendation of the ESS Committee, provided always that the initial Scheme period stipulated above and such extension of the Scheme made pursuant to the By-Laws shall not in aggregate exceed a duration of ten (10) years or such other period as may be prescribed by Bursa Securities or any other relevant authorities from the Effective Date.

Such extended Scheme shall be implemented in accordance with the terms of these By-Laws, subject however to any revisions and/or changes to the relevant statutes, laws and/or regulations then in force. In the event that the Scheme is extended, the Company shall make the necessary announcements to Bursa Securities prior to the proposed extension of the Scheme. For avoidance of doubt, unless otherwise required by the relevant authorities, no further sanction, approval, consent or authorisation of the shareholders of the Company in a general meeting is required for any such extension. In the event the Scheme is extended, the Company shall serve appropriate notices on each Participant within thirty (30) days prior to the Date of Expiry.

- 6.2 Awards can only be made during the duration of the Scheme before the Date of Expiry.

- 6.3 Subject to By-Law 6.4, the Board, upon consultation with the ESS Committee may at any time during the duration of the Scheme, without the approval of the Company's shareholders and consent of the Selected Person, terminate the Scheme and, upon expiry of the notice period stipulated in By-Law 6.4, shall immediately announce to Bursa Securities the:
- (a) effective date of termination of the Scheme ("**Termination Date**");
 - (b) number of ESS Options vested and/or exercised and Shares Grant vested pursuant to the Scheme;
 - (c) reasons for termination of the Scheme; and
 - (d) any other information required pursuant to the ACE Market Listing Requirements
- 6.4 Subject to By-Law 15.3, prior to the termination of the Scheme pursuant to By-Law 6.3, the Company shall provide thirty (30) days' notice to all Participants and allow the Participants to (a) exercise any vested but unexercised ESS Options; and (b) transfer any Shares of any vested Shares Grant prior to the Termination Date.
- 6.5 Notwithstanding anything to the contrary, all unvested and/or unexercised ESS Options and/or Shares Grant (whether fully or partially) shall lapse on the Date of Expiry or earlier termination of the Scheme pursuant to By-Law 6.3 and shall be deemed cancelled and be null and void.
- 6.6 The Company shall through its Adviser submit no later than five (5) Market Days after the Effective Date of the implementation of these By-Laws, a confirmation to Bursa Securities of the full compliance of By-Law 6.1 above stating the Effective Date of implementation of the Scheme, together with a certified true copy of the relevant resolutions passed by the shareholders of the Company in the general meeting approving the Scheme.
- 6.7 In the event of termination as stipulated in By-Law 6.3 above, the following provisions shall apply:
- (a) no further Offer(s) shall be made by the ESS Committee from the Termination Date;
 - (b) all Offer(s) which have yet to be accepted by Selected Persons shall automatically lapse on the Termination Date;
 - (c) all outstanding ESS Options which have yet to be exercised by the Participants shall automatically lapse on the Termination Date; and
 - (d) all unvested Awards will cease to be capable of being vested in the relevant Participants.
- 6.8 Approval or consent of the shareholders of the Company by way of a resolution in a general meeting and written consent of Participant(s) in relation to unvested and/or unexercised Award(s) are not required to effect a termination of the Scheme, subject always to compliance with the ACE Market Listing Requirements and any other relevant rules or requirements.

7. ELIGIBILITY

- 7.1 Subject to By-Laws 7.2, 7.3, 7.4, 7.5, 7.6 7.7, 7.8 and 7.9 below, any Director or Employee of Autocount Group (excluding dormant Subsidiaries) shall be eligible to be considered for participation in the Scheme.

- 7.2 In the case of an Eligible Person, he/ she will be eligible if at the Date of Offer, the following eligibility criteria is fulfilled:
- (a) the Director or Employee shall have attained the age of eighteen (18) years on the Date of Offer and shall neither be an undischarged bankrupt nor subject to any bankruptcy proceedings;
 - (b) if an executive Director or Employee, he/she must have been employed by Autocount Group (excluding dormant Subsidiaries) and his/her employment as an Eligible Person must have been confirmed on the Date of Offer, employed on a full-time basis and has not served a notice to resign nor received a notice of termination;
 - (c) if a non-executive Director, he/she must have been appointed and remain appointed as a Director of Autocount Group (excluding dormant Subsidiaries), as at the Date of Offer;
 - (d) if the Director or Employee is employed by a company which is acquired by Autocount Group during the duration of the Scheme and becomes a subsidiary upon such acquisition, the said Director or Employee must become an Eligible Person within the meaning of the By-Laws following the date that such company becomes or is deemed to be a subsidiary of the Group; and
 - (e) such other eligibility criteria as may be determined by the ESS Committee from time to time at its absolute discretion,

PROVIDED ALWAYS THAT the selection of any Director or Employee for participation in the Scheme and the determination of the number of Awards shall be at the discretion of the ESS Committee and the decision of the ESS Committee shall be final and binding. The ESS Committee shall at its absolute discretion decide in relation to an Offer, amongst others, the Date of Offer, forms of Awards (whether in Shares Grant and/or ESS Options), whether the Awards will be staggered, performance targets, performance period(s), service period(s), the vesting period(s), vesting date(s), release schedule(s), retention period(s) and the extent to which the Autocount Shares which are the subject of the Award shall be released on the performance targets being satisfied (whether fully or partially) or exceeded or not being satisfied, as the case may be, at the end of the vesting period(s).

- 7.3 No Offer shall be made to the following persons unless the shareholders of Autocount in a general meeting shall have approved the specific allocation to such persons:
- (a) any Eligible Person who is a Director, major shareholder or chief executive of Autocount or holding company of Autocount (if any) ("**Interested Director**", "**Interested Major Shareholder**" and "**Interested Chief Executive**"); or
 - (b) an Eligible Person who is connected with an Interested Director, Interested Major Shareholder or Interested Chief Executive ("**Interested Person Connected with a Director, Major Shareholder or Chief Executive**").

In a meeting to obtain shareholder approval in respect of the above allocation:

- (i) to an Eligible Person who is an Interested Director, Interested Major Shareholder, or Interested Chief Executive; and/or
- (ii) to an Eligible Person who is an Interested Person Connected with a Director, Major Shareholder or Chief Executive,

such Interested Director, Interested Major Shareholder or Interested Chief Executive must not vote on the resolution approving the said allocation. An Interested Director, Interested Major Shareholder or Interested Chief Executive must ensure that such persons connected with him/her abstain from voting on the resolution approving the said allocation.

- 7.4 For the avoidance of doubt, the following persons are not Eligible Persons and do not qualify for participation in the Scheme:
- (a) subject to By-Law 24 below, employees of a corporation which has ceased to be a subsidiary of Autocount;
 - (b) a Director or Employee of a corporation within Autocount Group which is dormant;
 - (c) person serving under the contract of service; and
 - (d) employees that are on probation.
- 7.5 Unless otherwise determined by the ESS Committee, a Participant under the Scheme shall not be entitled to participate in any other share issuance scheme, share grant scheme or share scheme which may be implemented by any other corporation in Autocount Group during the duration of the Scheme.
- 7.6 Directors and Employees of Autocount Group (excluding dormant Subsidiaries) may be eligible to participate in either or both the ESS Options and/or the Shares Grant, as may be determined by the ESS Committee.
- 7.7 Eligibility under the Scheme does not confer on an 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 ESS Options and/or Shares Grant comprised herein unless an Offer has been made by the ESS Committee to the Eligible Person and the Eligible Person has accepted the Award and has fulfilled the conditions in the Award (if any).
- 7.8 Notwithstanding anything to the contrary in these By-Laws subject always to By-Laws 17 and 18, the ESS Committee may, in its discretion, waive the eligibility criteria set out in By-Law 7.2 or at its discretion decide not to make an Award(s). The eligibility and number of Award(s) to be awarded to a Selected Person under the Scheme shall be at the sole and absolute discretion of the ESS Committee and the decision of the ESS Committee shall be final and binding.
- 7.9 Where an Award is to Selected Person who is a member of the ESS Committee, such Award shall be decided and carried out by the ESS Committee PROVIDED ALWAYS that such Selected Person and persons connected to him/her who are also members of the ESS Committee shall abstain from all deliberations and voting in respect of the Award proposed to be offered or awarded to him/her or the vesting of ESS Options and/or Shares Grant to him/her at the relevant ESS Committee meetings.

8. MAXIMUM ALLOWABLE ALLOCATION AND BASIS OF ALLOCATION

- 8.1 Subject to By-Law 5 and any adjustments which may be made under these By-Laws, the aggregate number of Autocount Shares that may be allocated to any of the Selected Persons of Autocount Group (excluding dormant Subsidiaries) who are entitled to participate in the Scheme shall be determined by the ESS Committee on the basis set out in By-Law 8.2 subject always to the following main parameters:
- (a) the Selected Persons including Directors (including non-executive Directors but shall not include alternate and/or substitute Directors) and Senior Management do not participate in the deliberation and discussion of their own allocation and/or allocation to persons connected with them, if any;
 - (b) the number of Autocount Shares comprised in the Awards, to be allocated to any Selected Person who, either singly or collectively through persons connected with the Selected Person, holds twenty per centum (20.0%) or more of the total number of issued shares of Autocount (excluding treasury shares) of the Company, does not exceed ten per centum (10.0%) of the Maximum Awards; and

- (c) not more than 80.0% of the Maximum Awards shall be allocated in aggregate to the Directors and Senior Management of Autocount Group (excluding dormant Subsidiaries),

provided always that it is in accordance with any prevailing guidelines issued by Bursa Securities, the ACE Market Listing Requirements or any other relevant authorities as may be amended from time to time.

- 8.2 The basis for determining the aggregate number of Autocount Shares that may be offered and/or allocated under the Scheme to an Eligible Person shall be at the sole and absolute discretion of the ESS Committee after taking into consideration, inter alia, the provisions of the ACE Market Listing Requirements or other applicable regulatory requirements prevailing during the tenure of the Scheme relating to employees' and/ or directors' share issuance scheme, the designation, seniority, job class or grading, performance, annual appraised performance, length of service and/or contribution to Autocount Group by the Eligible Person and/or such other matters which the ESS Committee may in its sole and absolute discretion deem fit and the Maximum Allowable Allocation as decided by the ESS Committee.
- 8.3 Subject to By-Law 17, the ESS Committee may at its sole and absolute discretion and pursuant to By-Law 16, amend or vary and/or include or preclude any basis or criteria which is applied in considering Awards to Eligible Persons including the details of the category of Employees and/or thresholds of Maximum Allowable Allocation for which it shall deem necessary to introduce during the duration of the Scheme provided that these bases are in compliance with the relevant ACE Market Listing Requirements and applicable laws.
- 8.4 In the event that a Selected Person is promoted to a higher category, he/she shall be entitled to continue to hold all unvested ESS Options and to exercise all vested but unexercised ESS Options and/or be entitled to hold all unvested Shares Grant held by him/her. The Maximum Allowable Allocation applicable to such Selected Person shall be the Maximum Allowable Allocation that may be awarded corresponding to the category of the employee of which he/she then is a party, subject always to the maximum number of Autocount Shares available under the Scheme as stipulated under By-Law 5.
- 8.5 In the event that a Selected Person is demoted to a lower category, he shall be entitled to exercise all vested but unexercised ESS Options and/or to all vested Shares Grant unless otherwise determined by the ESS Committee and the number of unvested ESS Options and/or Shares Grant held by him/her at that time may be reduced by the ESS Committee in its sole and absolute discretion. In the event the total number of Autocount Shares in respect of ESS Option(s) and/or Shares Grant which have been accepted by such demoted Selected Person up to the effective date of his/her demotion is higher than the Maximum Allowable Allocation for his/her new category pursuant to such demotion, he/she shall not be entitled to be offered any further ESS Option(s) and/or Shares Grant unless and until he/she is subsequently promoted to a higher category or in such event where the Maximum Allowable Allocation is amended as provided in By-Law 8.3 or revised by the ESS Committee resulting in his/her Maximum Allowable Allocation being increased to an amount greater than the total number of Autocount Shares in respect of ESS Option(s) and/or Shares Grant which have already been accepted by him/her.
- 8.6 The ESS Committee shall not be obliged in any way to award, grant or vest to any Eligible Person any ESS Options and/or Shares Grant. The decision of the ESS Committee shall be final and binding.
- 8.7 The allocation of ESS Options and/or Shares Grant pursuant to the Scheme shall be verified by the Company's Audit Committee, as being in compliance with the criteria set out in these By-Laws (where relevant) at the end of each financial year of the Company.

- 8.8 The ESS Committee may at its sole and absolute discretion determine whether granting of the Award(s) to the Selected Person will be staggered over the duration of the Scheme or in one (1) single tranche and/or whether the Award(s) are subject to any vesting period and if so, to determine the Vesting Conditions including whether such Vesting Conditions are subject to performance target.
- 8.9 If any Selected Person is a member of the ESS Committee, such Selected Person shall not participate in the deliberation or discussion of his/her allocations as well as allocations to persons connected with them, if any.
- 8.10 Subject to By-Law 35 and By-Law 40, the ESS Committee shall be entitled to determine the maximum number of Award(s) that will be made available to a Selected Person. At the time the Award(s) is awarded in accordance with these By-Laws, the ESS Committee shall set out the basis of the award, identifying the class, category or grade of the Selected Person and the Maximum Allowable Allocation that may be awarded to such Selected Person under the Award(s), all of which may be amended and varied by the ESS Committee from time to time at its discretion in accordance with applicable laws and the ACE Market Listing Requirements, and the decision of the ESS Committee shall be final and binding.
- 8.11 Any Selected Person who holds more than one (1) position within Autocount Group (excluding dormant Subsidiaries) (including a Director who is an Employee of Autocount Group (excluding dormant Subsidiaries) and who sits on the board(s) of directors of any one (1) or more corporations within Autocount Group (excluding dormant Subsidiaries)), and is therefore a Selected Person in more than one category or capacity, shall be entitled to the Maximum Allowable Allocation of only one (1) category to be determined by the ESS Committee at its sole and absolute discretion.

9. RIGHTS ATTACHING TO AWARDS AND THE NEW AUTOCOUNT SHARES

- 9.1 The ESS Options and/or Shares Grant (as the case may be) shall not carry any right to vote at any general meeting of the Company until and unless such Autocount Shares have been issued, allotted and credited into the CDS Account of the Participant.
- 9.2 A Participant shall not be entitled to any dividends, right or other entitlements (including but not limited to offer of further securities) on his/her unvested or unexercised ESS Options and/or unvested Shares Grant (as the case may be).
- 9.3 The Autocount Shares to be allotted and issued and/or transferred from treasury shares (as the case may be) upon the vesting of the Shares Grant and/or upon the exercise of the ESS Options pursuant to the Awards, shall upon allotment and issuance and/or transfer from treasury shares (as the case may be), carry the same rights with existing Autocount Shares, save and except that the Autocount Shares so issued and/or transferred will not be entitled for any dividends, rights, allotments and/or other distribution declared, made or paid to shareholders of Autocount, the entitlement date of which is prior to the date of allotment or transfer of the Autocount Shares.
- 9.4 All dividends, rights, allotments and/or any other distribution declared, made, paid or attached to the Autocount Shares held in trust by the Trustee (if any) shall form part of the Trust assets until such Autocount Shares are credited into the CDS Accounts of the respective Participants in which event By-Laws 9.1, 9.2 and 9.3 shall apply.
- 9.5 All Autocount Shares will be subject to all provisions of the Constitution of the Company.

10. TRUSTEE

- 10.1 The Company and/or the ESS Committee may, at its discretion, establish a Trust to be administered by the Trustee for the purposes of implementing the Scheme. To enable the implementation of the Scheme and the acquisition or subscription of the Autocount Shares to satisfy the exercise of the ESS Options or Shares Grant, the Trustee may, to the extent permitted by law and as set out under these By-Laws, receive funds from Autocount Group or any other person in such bank account(s) to be established by the Trustee for the purpose of the Trust.
- 10.2 If a Trust is established, the Trustee shall administer the Trust in accordance with the Trust Deed. For the purpose of administering the Trust, the Trustee shall do all such acts and things and enter into any transactions, agreements, deeds, documents or arrangements or make rules, regulations or impose terms and conditions or delegate part of its power relating to the administering of the trust as the ESS Committee may in its discretion direct for the purpose of implementation or administration of the Trust.
- 10.3 The Company shall have the power from time to time to appoint, rescind or terminate the appointment of any Trustee as it deems fit in accordance with the provisions of the Trust Deed. The ESS Committee shall not be under any obligation to give any reasons for such appointment, rescission or termination. The ESS Committee shall have the power from time to time, at any time, to negotiate with the Trustee to amend the provisions of the Trust Deed.

11. NON-TRANSFERABILITY

- 11.1 An ESS Option and/or Shares Grant (as the case may be) is personal to the Participant and, prior to the allotment and/or transfer to the Participant of the Shares to which the Award relates, shall not be transferred, charged, assigned, pledged or otherwise disposed of (in whole or in part) in any manner whatsoever.
- 11.2 Unless permitted under these By-Laws, an Award or the rights of the Participants under the ESS Options and/or Shares Grant shall not be transferred, assigned, disposed of or subject to any encumbrances by the Participant. Any attempt to transfer, assignment, disposal or encumbrance shall result in the automatic cancellation of the Award, ESS Option and/or Shares Grant (as the case may be).

12. TERMINATION OF THE ESS OPTIONS AND/OR SHARES GRANT

- 12.1 Upon occurrence of one or more of the following events prior to the full vesting and allotment/transfer of any Shares Grant and/or full vesting and exercise of any ESS Option (as the case may be), such ESS Option and/or Shares Grant or the balance thereof that remained unvested, not allotted/transferred or unexercised, as the case may be, shall forthwith cease to be valid without any claim against the Company:
- (a) resignation, termination or cessation of employment of the Selected Person or Participant, for any reason; or
 - (b) resignation, retirement or removal of a Director, for any reason.

PROVIDED ALWAYS THAT the ESS Committee may, at its absolute discretion, by notice in writing, stipulate the times or period at or within which such Shares Grant and/or ESS Options shall vest all or in part (provided that no Autocount Shares and/or ESS Options shall vest after the expiry of the ESS Period) or permit such vested but unexercised ESS Option to remain exercisable during the ESS Period all or in part if such cessation occurs by reason of:

- (i) retirement upon or after attaining the retirement age under Autocount Group's retirement policy; or

- (ii) retirement before attaining the normal retirement age with the consent of his/her employer; or
 - (iii) redundancy or retrenchment pursuant to the acceptance by that Participant or a voluntary separation scheme offered by a corporation within Autocount Group; or
 - (iv) resignation, retirement or removal of a Director, for any reason, save where such resignation, retirement or removal was due to the breach of duty, gross negligence or wilful misconduct of such Director; or
 - (v) transfer to any corporation outside Autocount Group at the direction of the Company; or
 - (vi) ill-health, injury, physical or mental disability; or
 - (vii) any other circumstances which are acceptable to the ESS Committee.
- 12.2 Unless otherwise agreed in writing by the ESS Committee at its absolute discretion or unless provided otherwise under these By-Laws, upon the resignation, termination or cessation of the Participant from his/her employment with Autocount Group or upon the resignation, retirement or removal of a Director, an ESS Option and/or Shares Grant (as the case may be) shall lapse forthwith on the date the Participant tenders his/her resignation or the date of his/her termination, cessation, retirement or removal (as the case may be).
- 12.3 In the event a bankruptcy proceeding has commenced against a Participant, the ESS Option or Shares Grant (as the case may be) shall be suspended pending the outcome of the bankruptcy proceedings. If the bankruptcy proceeding is withdrawn, the suspension shall be lifted and the unvested and/or unexercised ESS Options and/or Shares Grant in respect of the Award shall be capable to be vested to the said Participant. However, an ESS Option or Shares Grant (as the case may be) shall immediately become void and of no further force and effect upon the Participant being adjudicated a bankrupt.
- 12.4 In the event of the liquidation of the Company or termination of the Scheme, all unexercised or unvested or partially unexercised or partially unvested ESS Options and Shares Grant shall lapse.
- 12.5 An ESS Option or Shares Grant (as the case may be) shall cease to be valid without any claim against the Company upon the happening of any event which results in the Participant being deprived of the beneficial ownership of the ESS Option or Shares Grant on the date such event occurs.
- 12.6 An ESS Option or Shares Grant (as the case may be) shall cease to be valid upon termination of the Scheme.
- 12.7 Upon the termination of the ESS Options and/or Shares Grant (as the case may be) pursuant to this By-Law 12, the Participant shall have no right to compensation or damages or any claim against the Company for any loss of any 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 or be vested his/her ESS Options and/or Shares Grant (as the case may be) or his/her ESS Options and/or Shares Grant (as the case may be) ceasing to be valid.

13. ALTERATION OF SHARE CAPITAL

- 13.1 Notwithstanding anything contained in these By-Laws and subject to any applicable laws and the ACE Market Listing Requirements, in the event of any alteration in the capital structure of the Company during the Scheme period, whether by way of capitalisation of profit or reserves, rights issues, reduction, subdivision or consolidation of capital or otherwise but excluding any cancellation of capital which is lost or unrepresented by available assets, the Board may in its discretion in good faith cause such adjustment to be made to the number of Autocount Shares which shall be exercisable or vested under an ESS Option(s) or Shares Grant(s) and/or the Exercise Price, and will, where appropriate and to the extent possible, endeavour to give each Participant the same proportion of the issued ordinary shares of Autocount as that to which he/she was previously entitled.
- 13.2 The following provisions shall apply in relation to an adjustment which is made pursuant to By-Law 13.1:
- (a) any adjustment to the Exercise Price shall be rounded up to the nearest one (1) sen; and
 - (b) in determining a Participant's entitlement to subscribe for Autocount Shares and/or number of Autocount Shares to be vested, any fractional entitlements will be disregarded.
- 13.3 By-Law 13.1 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 Autocount Shares or other securities convertible into Autocount Shares or rights to acquire or subscribe for Autocount Shares in consideration or part consideration for an acquisition of any other securities, assets or business;
 - (b) a special issue of new Autocount Shares to Bumiputera investors nominated by the Ministry of International Trade and Industry, Malaysia and/or other government authority to comply with the Government policy on Bumiputera capital participation;
 - (c) a private placement/restricted issue of new Autocount Shares by the Company;
 - (d) an issue of new Autocount Shares arising from the exercise of any conversion rights attached to securities convertible to Autocount Shares or upon exercise of any other rights including warrants and/or convertible loan stocks (if any) issued by the Company;
 - (e) an issue of new Autocount Shares upon the exercise of ESS Option(s) or Shares Grant(s) (if any) pursuant to the Scheme;
 - (f) any issue of Autocount Shares pursuant to a dividend reinvestment scheme in accordance with the ACE Market Listing Requirements so long as it is not a Capital Distribution (as defined below) or bonus issue;
 - (g) a share buy-back arrangement by the Company, pursuant to Section 127 of the Act;
 - (h) an issue of further ESS Option(s) or Shares Grant(s) to Eligible Persons under these By-Laws; and
 - (i) any other proposals which will not result in an adjustment to the reference price of the Autocount Shares and as amended from time to time by the relevant authorities such as Bursa Securities and Securities Commission Malaysia.

- 13.4 In the event that the Company enters into any scheme of arrangement or reconstruction pursuant to Part III (Division 7, Subdivision 2) of the Act, By-Law 13.1 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, save that By-Law 13.3 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 which falls within By-Law 13.3.
- 13.5 An adjustment pursuant to By-Law 13.1 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 Autocount Shares or reduction of capital, on date on which the consolidation or subdivision or capital reduction becomes effective, or such period as may be prescribed by Bursa Securities.
- 13.6 Save for any alteration in the capital structure of the Company during the duration of the Scheme arising from bonus issues, subdivision or consolidation of shares, all adjustments must be confirmed in writing by an approved company auditor or Adviser, acting as an expert and not as an arbitrator, to be in his/her opinion fair and reasonable. Such confirmation shall be final and binding on all parties. In addition, the Company shall, at the request of any Participant, furnish such Participant with a certificate from an approved company auditor or Adviser (as the case may be) to the effect that in the opinion of such approved company auditor or Adviser (as the case may be), acting as an expert and not as an arbitrator, an adjustment is fair and reasonable either generally or as regards such Participant, and such certification shall be final and binding on all parties, subject to By-Law 13.9. For the purposes of these By-Laws, an “approved company auditor” shall have the meaning given in Section 2 of the Act and shall be the external auditors for the time being of the Company or such other external auditors as may be nominated by the Board.
- 13.7 The Board shall be guided by the adjustments as provided in the Schedule in determining the adjustments to be made pursuant to this By-Law 13.
- 13.8 Upon any adjustment being made, the ESS Committee shall within ten (10) Market Days give notice in writing to the Participant, to inform him/her of the adjustment and the event giving rise thereto.
- 13.9 In an event occurs that is not set out in the Schedule or if the application of any of the formulae to an event result in a manifest error or in the opinion of ESS Committee is not appropriate, the ESS Committee may at its absolute discretion agree to an adjustment, subject to the provision of By-Law 13.1 provided that the Participants will be notified of the adjustment through an announcement to all the Directors and Employees of Autocount Group to be made in such manner deemed appropriate by the ESS Committee.
- 13.10 In the event that a fraction of a Autocount Share arises from the adjustments pursuant to this Schedule, the number of Autocount Share will automatically be rounded down to the nearest whole number.
- 13.11 The provisions of the Schedule and By-Law 13 will also apply to a situation where the Validity Period has not lapsed and the Offer has not been accepted by the Participant or withdrawn by the ESS Committee

14. LISTING OF NEW SHARES

- 14.1 If at the time of allotment of the new Autocount Shares pursuant to the exercise of an ESS Option and/or allotment of Autocount Shares pursuant to a Shares Grant (if any), the Company shall make an application to Bursa Securities for its permission for the listing of the new Autocount Shares so allotted in accordance with By-Law 39.4 and By-Law 43.1 (as the case may be).

- 14.2 The Company and the ESS Committee shall not under any circumstances be held liable for any costs, losses, expenses and damages whatsoever and however relating to the delay on the part of the Company in allotting and issuing the Autocount Shares or in procuring Bursa Securities to list the Autocount Shares for which the Participant(s) is entitled to.

15. RETENTION PERIOD

- 15.1 The Autocount Shares to be issued and/or transferred to the Participant (save for an eligible Director who is a non-executive Director) pursuant to this Scheme will not be subjected to any retention period or restriction on transfer, unless otherwise as stated in the Award(s) as determined by the ESS Committee from time to time. The expression “retention period” shall mean the period in which the Autocount Shares are awarded and issued pursuant to the Scheme must not be sold, transferred, assigned or otherwise disposed by the Participant(s). However, the Participant is encouraged to hold the Autocount Shares as an investment rather than to realise immediate gains from disposal.
- 15.2 Notwithstanding By-Law 15.1 above, the ESS Committee shall be entitled to prescribe or impose, in relation to any Offer, any condition relating to any retention period or restriction on transfer as the ESS Committee deems fit.
- 15.3 Notwithstanding By-Law 15.1 above, pursuant to Rule 8.22 of the ACE Market Listing Requirements, a Participant who is a non-executive director of Autocount Group (excluding dormant Subsidiaries) must not sell, transfer or assign his/her Autocount Shares obtained through the Shares Grant and/or exercise of ESS Options offered to him/her pursuant to the Scheme within one (1) year from the Date of Offer of such Awards or such period as may be prescribed by Bursa Securities.

16. ADMINISTRATION

- 16.1 This Scheme shall be administered by the ESS Committee comprising such persons as shall be appointed from time to time by the Board of Autocount, including but not limited to persons from the Board of Autocount and/or senior management of Autocount Group, and shall ensure the respective members of ESS Committee do not participate in the deliberation or discussion of their own allocation and/or allocation to persons connected to them. The Board of Autocount shall have the discretion as it deems fit to approve, rescind and/or revoke the appointment of any person in the ESS Committee.
- 16.2 The ESS Committee shall be vested with such powers and duties as are conferred upon it by the Board of Autocount to administer the Scheme in such manner as it shall in its discretion deem fit, in accordance with the provisions set out in these By-Laws and the terms of reference which the Board of Autocount may establish to regulate and govern the ESS Committee's functions and responsibilities.
- 16.3 Without limiting the generality of By-Law 16.2, the ESS Committee may, for the purpose of administering the Scheme, do all acts and things, rectify any error(s) in the Award(s), enter into any transactions, agreements, deeds, documents or arrangements, and make rules, regulations or impose terms and conditions or delegate part of its power relating to the Scheme which the ESS Committee may in its discretion consider to be necessary or desirable for giving full effect to the Scheme, including the powers to:
- (a) subject to the provisions of the Scheme, construe and interpret the Scheme and Award(s) 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 ESS Committee in the exercise of this power may correct any defects, supply any omission, or reconcile any inconsistency in the Scheme or in any agreement providing for the Award(s) in a manner and to the extent it shall deem 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 and/or expedient to promote the best interests of the Company.

16.4 In implementing the Scheme, the ESS Committee may at its absolute discretion decide that the Awards be satisfied by the following methods:

- (a) issuance of new Autocount Shares;
- (b) acquisition of existing Autocount Shares from the open market;
- (c) transfer of the Company's treasury shares, Autocount Shares held by the Trustee and/or any other methods as may be permitted by the Act;
- (d) payment by cash; or
- (e) a combination of any of the above.

In considering the settlement of the Awards, the ESS Committee will take into consideration, amongst others, factors such as the prevailing market price of Autocount Shares, funding considerations and dilutive effects on Autocount's capital base.

16.5 Any decision or determination of the ESS Committee made pursuant to the provisions of the Scheme (other than a matter to be certified and/or approved by the approved company auditors or Adviser) shall be final, binding and conclusive (including for the avoidance of doubt, any decision pertaining to any dispute as to the interpretation of the Scheme or any rule, regulation or procedure hereunder or as to any rights under the Scheme). The ESS Committee shall not be required to furnish any reason for any decision or determination made by it except as may be required by the relevant authorities.

16.6 Neither the Scheme nor Award under the Scheme shall impose on the Company, the Board, or the ESS Committee or any of its members any liability whatsoever in connection with:

- (a) the lapse of any Award pursuant to any provision of the Scheme;
- (b) the failure or refusal by the ESS Committee to exercise, or the exercise by the ESS Committee of, any discretion under the Scheme; and/or
- (c) any decision or determination of the ESS Committee made pursuant to any provision of the Scheme.

16.7 The Board shall have power at any time and from time to time to rescind the appointment of any person appointed to the ESS Committee as it shall deem fit:

17. AMENDMENT AND/OR MODIFICATION TO THE SCHEME

17.1 Subject to the compliance with the requirements of Bursa Securities and the approvals of any other authorities (if required), the ESS Committee may at any time and from time to time recommend to the Board any modification, variation and/or amendment of these By-Laws as it shall at its discretion deem fit and the Board shall have the power at any time by resolution to make any modification, variation and/or amendment of these By-Laws upon such recommendation **PROVIDED ALWAYS THAT** no additions or amendments to or deletions of these By-Laws shall be made which will:

- (a) materially prejudice any rights which would have accrued to any Participants without the prior consent or sanction of that Participants (as the case may be);
- (b) increase the number of Autocount Shares available under the Scheme beyond the Maximum Awards set out in By-Law 5 above;

- (c) prejudice any rights of the shareholders of the Company without the prior approval of the Company's shareholders in a general meeting; or
 - (d) alter to the advantage of any Participant or group of Participants or all the Participants in respect of any matters which are required to be contained in these By-Laws unless allowed by the provisions of the ACE Market Listing Requirements.
- 17.2 Any amendments/modifications to these By-Laws shall not contravene any of the provisions stipulated under the ACE Market Listing Requirements and/or any other relevant regulatory authority in relation to share issuance schemes and/or share grant schemes.
- 17.3 Upon amending and/or modifying all or any of the provisions of the Scheme, the Company shall within five (5) Market Days after the effective date of the amendments caused to be submitted to Bursa Securities the amended By-Laws and a confirmation letter in the form required under the ACE Market Listing Requirements that the said amendment and/or modification complies and does not contravene any of the provisions of the ACE Market Listing Requirements on share issuance schemes and/or share grant schemes (as the case may be) and the Rules of Bursa Depository.
- 17.4 The ESS Committee shall within five (5) Market Days of any amendment and/or modification made pursuant to these By-Laws notify the Participants in writing of any amendment and/or modification made pursuant to these By-Laws.

18. DISPUTES AND ERRORS AND OMISSIONS

- 18.1 In the event of any dispute or difference arising between the ESS Committee and an Eligible Person or a Participant, as to any matter or thing of any nature arising hereunder, the ESS Committee shall determine such dispute or difference by a written decision (without the obligation to give any reason thereof) to the Eligible Person or the Participant, as the case may be **PROVIDED THAT** where the dispute or difference is raised by a member of the ESS Committee, the said member shall abstain from voting in respect of the decision of the ESS Committee in that instance.
- 18.2 In the event the Eligible Person or the Participant, as the case may be, shall dispute the decision made by the ESS 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 ESS Committee shall abstain from voting in respect of the decision and no person shall be entitled to dispute any decision or certification which is stated to be final and binding under these By-Laws.
- 18.3 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 ESS Committee shall be borne by such party.
- 18.4 If in consequence of an error or omission, the ESS Committee discovers or determines that:
- (a) an Eligible Person who was selected by the ESS Committee as a Selected Person, has not been given the opportunity to participate in the Scheme on any occasion; or
 - (b) the number of Autocount Shares allotted, issued, transferred or vested to any Participant on any occasion is found to be incorrect;

the ESS Committee and/or the Trustee (if any) 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 Autocount Shares to which the Participant is correctly entitled to is credited into the Participant's CDS account.

19. SCHEME NOT A TERM OF EMPLOYMENT

This Scheme shall not form part of or constitute or in any way be construed as a term or condition of employment of any Eligible Person. 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 Autocount Group nor any rights in addition to any compensation or damages that the Eligible Person may be normally entitled to arising from the cessation of such employment. The terms of employment of an Eligible Person shall not be affected by his/ her participation in the Scheme.

20. COSTS AND EXPENSES

All fees, costs and expenses incurred in relation to the administration and management of the Scheme including but not limited to the fees, costs and expenses (including stamp duty, if any) relating to the grant, vesting, allotment and issuance and/or transfer of the Autocount Shares pursuant to the Shares Grant and/or upon the exercise of any ESS Option(s) (excluding the Exercise Price of such ESS Option(s)), shall be borne by the Company. Notwithstanding this, the Participant shall bear any fees, costs and expenses incurred in relation to his/ her acceptance of an Award and exercise of the ESS Option, opening and maintaining of his/ her respective CDS Account and sale of Autocount Shares in the market.

21. CONSTITUTION

Notwithstanding the terms and conditions contained in these By-Laws, if a situation of conflict should arise between these By-Laws and the Constitution of the Company, the provisions of the Constitution of the Company shall prevail at all times save and except where such provisions of these By-Laws are included pursuant to the ACE Market Listing Requirements in which event such provisions of these By-Laws shall prevail.

22. INSPECTION OF AUDITED ACCOUNTS

All Participants are entitled to inspect the latest audited accounts of the Company during the normal office hours on any working day at the Registered Office of the Company.

23. TRANSFER FROM OTHER CORPORATIONS TO AUTOCOUNT GROUP

In the event that:

- (a) a Director or an Employee who was employed in a corporation which is not within Autocount Group and is subsequently transferred from such corporation to any corporation within Autocount Group (excluding dormant Subsidiaries); or
- (b) a Director or an Employee who was in the employment with a corporation which subsequently becomes a member of Autocount Group (excluding dormant Subsidiaries) as a result of a restructuring exercise or otherwise involving Autocount and/or any corporation within Autocount Group (excluding dormant Subsidiaries) with any of the first mentioned corporation stated in (i) above;

(the first mentioned corporation in (i) and (ii) above are hereinafter referred to as the "**Previous Company**"), such a Director or an Employee of the Previous Company ("**the Affected Director/Employee**"), subject to By-Law 7, will be eligible to participate in the Scheme only for the remaining duration of the Scheme, if the Affected Director/Employee becomes an "Eligible Person" within the meaning under these By-Laws, subject always to the ESS Committee's discretion.

For the avoidance of doubt, in the event of any acquisition or incorporation of any corporation into Autocount Group pursuant to part (ii) above as a subsidiary pursuant to Section 4 of the Act, the Scheme shall apply to the Directors and Employees of such corporation on the date such corporation becomes a subsidiary of Autocount Group (provided that such subsidiary is not dormant) falling within the meaning of the expression of “Eligible Person” under these By-Laws.

24. DIVESTMENT FROM AUTOCOUNT GROUP

24.1 If a Participant who held office or was in employment with a corporation which ceases to be a corporation within Autocount Group due to a subsequent disposal or divestment (in whole or in part) from Autocount Group, then such Participant:

- (a) shall cease to be capable of being vested any unvested Awards awarded to him/her under the Scheme, unless otherwise determined by the ESS Committee;
- (b) will not be entitled to exercise any unexercised vested ESS Options, unless the ESS Committee at its discretion permit such exercise of the unexercised vested ESS Option or the vesting of the unvested Awards including its allocation thereof. For the avoidance of doubt, save and except to the extent permitted by the ESS Committee, all existing Awards shall automatically lapse and be null and void and of no further force and effect, and
- (c) shall not be eligible to participate for further Awards under the Scheme.

24.2 For the purpose of By-Law 24.1, a corporation shall be deemed to be divested from Autocount Group in the event that such corporation would no longer be a subsidiary of Autocount pursuant to Section 4 of the Act.

25. TAKEOVER AND DISPOSAL OF ASSETS

Subject to the provisions of any applicable statutes, rules, regulations and/or conditions issued by the relevant regulatory authorities, in the event of:

- (a) a take-over offer being made for the Company, under the Malaysian Code on Take-Overs and Mergers 2016 and Rules on Take-overs, Mergers and Compulsory Acquisitions (or any replacement thereof), to acquire the whole of the issued ordinary share capital of the Company (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); or
- (b) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of Autocount Shares under the provisions of any applicable statutes, rules and/or regulations and gives notice to the Participants that it intends so to exercise such rights on a specific date (“**Specified Date**”); or
- (c) the Company disposes of all or substantially all of its assets and the disposal becomes unconditional;

the ESS Committee may at its discretion to the extent permitted by law permit the vesting of the Awards and the Participant(s) will be entitled to within such period to be determined by the ESS Committee to subscribe and/or exercise all or any of his/her Awards and the Board shall use their best endeavours to procure that such a general offer be extended to the new Autocount Shares that may be issued pursuant to the Award(s) under these By-Laws.

In the foregoing circumstances, all ESS Options which the ESS Committee permits to be exercisable, shall automatically lapse and become null and void to the extent remain unexercised by the date prescribed by the ESS Committee notwithstanding that the Award vesting date has not commenced or has not expired. All the unvested Shares Grant shall automatically lapse and become null and void.

26. SCHEME OF ARRANGEMENT, AMALGAMATION AND RECONSTRUCTION

Notwithstanding By-Laws 39 and 41 and subject to the discretion of the ESS Committee, in the event of the court sanctioning a compromise or arrangement between the Company and its members proposed for the purposes of, or in connection with, a scheme of arrangement and reconstruction of the Company or its amalgamation with any other corporation or corporations, the ESS Committee may at its absolute discretion decide whether a Participant may be entitled to be vested and/or to exercise all or any of his/her unvested and/or unexercised Awards at any time commencing from the date upon which the compromise or arrangement is sanctioned by the court and ending on the date upon which it becomes effective **PROVIDED ALWAYS THAT** no Awards shall be vested and Awards shall be subscribed and/or exercised after the expiry of the effective date of the compromise or arrangement. Upon the compromise or arrangement becoming effective, all unvested and/or unexercised Awards shall automatically lapse and shall become null and void and of no further force and effect.

27. SUBSEQUENT EMPLOYEE SHARE SCHEMES

Subject to the ACE Market Listing Requirements, approval of the relevant authorities and/or the shareholders of the Company and without derogating the right of the Company to implement more than one employee share scheme, share issuance scheme and/or share grant scheme under By-Law 5.4, the Company may establish a new employee share scheme, share issuance scheme and/or share grant scheme prior to and/or after the expiry date of this Scheme or upon termination of this Scheme.

28. NO COMPENSATION

28.1 No Eligible Person shall be entitled to any compensation for damages or otherwise arising from the termination of the Award(s) or this Scheme or prospective right or benefit under this Scheme pursuant to the provisions of these By-Laws.

28.2 Notwithstanding any provisions of these By-Laws:

- (a) this Scheme shall not form part of any contract of employment between the Company or any corporation within Autocount Group and any Eligible Person of any corporation of Autocount Group. The rights of any Eligible Person under the terms of his/her office and/or employment with any corporation within Autocount Group shall not be affected by his/her participation in the Scheme, nor shall such participation of the Award(s) or consideration for the Award(s) 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 law (other than those constituting the Award(s)) against the Company or any corporation of Autocount Group, directly or indirectly, or give rise to any course of action in law or in equity or under any other law against any corporation within Autocount Group;

- (c) no Participant(s) or his/her legal representative (as the case may be) shall bring any claim, action or proceeding against any corporation of Autocount Group, their directors, the ESS Committee or any other party for compensation, loss or damages whatsoever and howsoever arising from the suspension/cancellation of his/her rights to his/her Award(s) or his/her Award(s) ceasing to be valid pursuant to the provisions of these By-Laws; and
- (d) the Company, the Board (including Directors that had resigned but were on the Board during the duration of the Scheme), the Trustee or the ESS Committee shall in no event be liable to the Participant(s) or his/her legal representative (as the case may be) 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 Autocount 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 corporation of Autocount Group, the Board or the ESS Committee has been advised of the possibility of such damage.

29. TAXES

All costs, fees, levies, charges and/or taxes (including, without limitation, income tax), if any, arising from the acceptance and vesting of the Autocount Shares pursuant to the Shares Grant(s) and/or exercising of the ESS Option(s) under the Scheme shall be borne by the Participant(s) for his own account and the Company shall not be liable for any one or more of such costs, fees, levies, charges and/or taxes.

30. WINDING UP

All outstanding ESS Options and Shares Grant shall be automatically terminated in the event that a resolution is passed or a court order is made for the winding up of the Company.

31. SEVERABILITY

If any time any term, condition, stipulation or provision in these By-Laws is or becomes illegal, void, prohibited or unenforceable in any respect, the same 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 and provision herein contained.

32. GOVERNING LAW AND JURISDICTION

- 32.1 These By-Laws shall be governed by and construed in accordance with the laws of Malaysia and the Participant shall submit to the exclusive jurisdiction of the Courts of Malaysia in all matters connected with the obligations and liabilities of the parties hereto under or arising out of these By-Laws.
- 32.2 Any proceeding or action shall be instituted or taken in Malaysia and the Participant irrevocably and unconditionally waives any objection on the ground of venue or forum non-convenience or any other grounds.
- 32.3 Any Award made to Eligible Persons pursuant to the Scheme shall be valid strictly in Malaysia only and shall not be deemed to be made or offered in any country or jurisdiction other than Malaysia unless specifically mentioned otherwise by the ESS Committee in the Award.

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

33. NOTICE

- 33.1 Any notice or request which the Company is required to give, or may desire to give, to any Eligible Person, Selected Person or the Participant 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, Selected Person or the Participant at the last address known to the Company as being his/her address, such notice shall be deemed to have been received three (3) Market Days after posting;
 - (b) if it is given by hand to the Eligible Person, Selected Person or the Participant, 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, Selected Person or the Participant, 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 or electronic mail of the Eligible Person, Selected Person or the Participant shall be communicated in writing to the Company and the ESS Committee.

- 33.2 Any certificate, notification, correspondence or other notice required to be given to the Company or the ESS Committee shall be properly given if in writing and sent by registered post or delivered by hand (with acknowledgement of receipt) to the Company at its Registered Address or any other business address which may be notified in writing by the ESS Committee from time to time.

33.3 Notwithstanding By-Law 33.1, where any notice is required to be given by the Company or the ESS Committee under these By-Laws in relation to matters which may affect all the Eligible Persons or Participants, as the case may be, the Company or the ESS Committee may give notice through an announcement to all Employees of Autocount Group to be made in such manner deemed appropriate by the ESS Committee. Upon the making of such an announcement, the notice to be made under By-Law 33.1 shall be deemed to be sufficiently given, served or made to all affected Eligible Person or Participants, as the case may be.

34. DECISION OF ESS COMMITTEE

34.1 Any decision made by the ESS Committee under these By-Laws shall, save for any manifest or error, be final and binding.

PART B: ESS OPTIONS

35. AWARD OF ESS OPTIONS

35.1 The ESS Committee may, at any time during the duration of the Scheme as defined in By-Law 6, offer ESS Options (whether on an annual basis or otherwise at the sole and absolute discretion of the ESS Committee) in writing to any Selected Person (based on the criteria of allocation as set out in By-Law 8) selected by the ESS Committee which selection shall be at the absolute discretion of the ESS Committee and the Company shall make the requisite announcements in respect thereof to Bursa Securities.

35.2 The actual number of Autocount Shares arising from the exercise of the ESS Options, which may be offered to a Selected Person shall be at the sole and absolute discretion of the ESS Committee and, subject to any adjustments that may be made under By-Law 13, shall not be less than one hundred (100) Autocount Shares but not more than the Maximum Allowable Allocation and shall always be in multiples of one hundred (100) Autocount Shares.

35.3 An Award of ESS Options may be made upon such terms and conditions as the ESS Committee may decide from time to time. Each Award of ESS Options shall be made in writing and is personal to the Selected Person and is non-assignable and non-transferable.

35.4 The ESS Committee may state the following particulars in the Award Letter (where applicable):

- (a) the number of ESS Options that are being offered to the Selected Person;
- (b) the number of Autocount Shares which the Selected Person shall be entitled to upon the vesting and exercise of the ESS Options being offered;
- (c) the ESS Period;
- (d) the Exercise Period;
- (e) the Exercise Price;
- (f) the Validity Period as defined in By-Law 36.1;

- (g) whether the ESS Options is conditional, any vesting, service and/or performance conditions (“**Vesting Conditions**”), the performance period, service period, vesting period, and vesting date(s) but in any event such period(s) and date(s) shall not be later than the Date of Expiry; and
 - (h) any other information deemed necessary by the ESS Committee.
- 35.5 Without prejudice to By-Laws 17 and 18, in the event of an error on the part of the Company in stating any of the particulars referred to in By-Law 35.4, the following provisions shall apply:
 - (a) within one (1) month after discovery of the error, the Company shall issue a supplemental Award Letter, stating the correct particulars referred to in By-Law 35.4;
 - (b) in the event that the error relates to particulars other than the Exercise Price, the Exercise Price applicable in the supplemental Award Letter shall remain as the Exercise Price as per the original Award Letter; and
 - (c) in the event that the error relates to the Exercise Price, the Exercise Price applicable in the supplemental Award Letter shall be the Exercise Price applicable as at the date of the original Award Letter, save and except with respect to any ESS Option which have already been exercised as at the date of issue of the supplemental Award Letter.
- 35.6 Subject to By-Law 35, nothing herein shall prevent the ESS Committee from making more than one (1) Award of ESS Options to any Selected Person **PROVIDED ALWAYS THAT** the total aggregate number of Autocount Shares which may be offered to any Selected Person (inclusive of Autocount Shares previously offered under the Scheme, if any) shall not exceed the Maximum Allowable Allocation of that Selected Person as set out in By-Law 8.
- 35.7 The ESS Committee has the discretion not to make further additional Awards of ESS Options. Subject to the above limit, each Award of ESS Options made to any Selected Person by the ESS Committee shall be separate and independent from any previous or later Award of ESS Options made by the ESS Committee to that Selected Person.
- 35.8 The Awards of ESS Options shall automatically lapse and be null and void in the event of the death of the Selected Person or cessation of employment or contract services of the Selected Person for any reason whatsoever prior to the acceptance of the Awards of ESS Options by the Selected Person in the manner set out in By-Law 36.
- 35.9 After each adjustment following an alteration of the Company’s share capital as stipulated in By-Law 13 and the Company informing the Participant of such adjustment pursuant to By-Law 13.8, upon the return by a Participant of the original Award Letter to the Company, that letter shall be amended or a new Award Letter shall be issued within one (1) month from the date of return of the original Award Letter, to reflect the adjustment made to the number of ESS Options granted to the Participant and/or the Exercise Price.
- 35.10 The ESS Committee may, by giving notice in writing to the Selected Person, vary or waive the terms of any Vesting Condition, performance period, service period, vesting period or other conditions.
- 35.11 The Company shall keep and maintain at its own expense a register of Participants and shall enter the names, addresses and identity card issued under the National Registration Act 1959, or passport numbers or other identification number, and the nationality of the Participants, the Maximum Allowable Allocation, the number of ESS Options offered, the number of ESS Options accepted and exercised, the Date of Offer and the exercise price and other particulars as may be prescribed under Section 129 of the Act.
- 35.12 For the avoidance of doubt, there shall be no legal, equitable or other obligation whatsoever on the part of the ESS Committee to consider making, or to make, any Award of ESS Options to any or all of the Eligible Persons.

- 35.13 The ESS Committee shall have the absolute discretion in determining whether the Awards of ESS Options will be granted in one (1) single award or on a staggered basis and/or in several tranches over the duration of the Scheme.
- 35.14 Each vested ESS Option shall be exercisable into one (1) Autocount Share, fully issued and paid-up, in accordance with the provisions of these By-Laws.

36. ACCEPTANCE OF THE AWARD OF ESS OPTIONS

- 36.1 An Award of ESS Option(s) shall be valid for a period of thirty (30) calendar days from the Date of Offer or such period as the ESS Committee at its discretion, determines on a case-to-case basis (“**Validity Period**”). Acceptance of the said Award of ESS Options by a Selected Person shall be made by way of a written notice from the Selected Person to the ESS Committee in the form prescribed by the ESS Committee and accompanied by the payment of Ringgit Malaysia One (RM1.00) only as non-refundable consideration for the acceptance of each Award of ESS Options (regardless of the number of shares comprised therein).
- 36.2 In the event that the Selected Person fails to accept the Award of ESS Options or pay the acceptance consideration as set out in By-Law 36.1 within the Validity Period and in the manner aforesaid, or in the event of death or cessation of employment of the Selected Person or the Selected Person becomes a bankrupt prior to his/her acceptance of the Award(s) of ESS Options, the said Award of ESS Options shall be deemed to have lapsed. The Award(s) of ESS Options may, at the discretion of the ESS Committee, be re-offered to the same or other Selected Person.
- 36.3 Upon acceptance of the Award(s) of ESS Options by the Selected Person(s), the Award(s) of ESS Options will be vested to the Participant(s) on the vesting date during the duration of the Scheme, subject to the Participant(s) fulfilling the Vesting Condition(s), if any, as determined by the ESS Committee.

37. EXERCISE PRICE

- 37.1 The Exercise Price of each Share comprised in any ESS Option shall be:
- (a) the weighted average market price of the Autocount Shares for the five (5) Market Days at the Date of Offer less a discount of not more than ten per centum (10.0%) therefrom or such other percentage of discount as may be permitted by Bursa Securities and/or any other relevant authorities from time to time; or
 - (b) such minimum price payable for shares under a share issuance scheme as may be permitted by the provisions of the Act and the ACE Market Listing Requirements;
- as determined by the Board upon recommendation of the ESS Committee which shall be binding and conclusive.
- 37.2 The Exercise Price shall be subject to any adjustments provided under By-Law 13.

38. VESTING CONDITIONS

- 38.1 Subject to By-Laws 6, 7 and 38.2, the ESS Option(s) or such part thereof will only vest to the Participant on the vesting date(s) if:
- (a) the Participant remains in employment by or appointment in Autocount Group as at the vesting date; and
 - (b) the other Vesting Conditions (if any) are fully and duly satisfied.

- 38.2 The ESS Committee shall have the discretion to determine whether any Vesting Condition has been satisfied (whether fully or partially) or exceeded and in making any such determination, the ESS Committee shall have the right to make reference to (among others) the audited results of Autocount Group, to take into account such factors as the ESS Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, to amend any Vesting Conditions if the ESS Committee decides that a changed performance target would be a fairer measure of performance.
- 38.3 Where the ESS Committee has made the determination that the Vesting Conditions and all other stipulated conditions have been fulfilled (whether fully or partially) pursuant to the ESS Option, the ESS Committee shall notify the Participant of the number of ESS Options vested and the vesting date of such ESS Option. No Participant shall have any right to exercise any ESS Options granted to the Participant until the ESS Options are vested on the Participant pursuant to these By-Laws. The decision and/or determination of the ESS Committee on the vesting of the ESS Option on the Participant pursuant to these By-Laws shall be final and conclusive.
- 38.4 Unless otherwise determined by the ESS Committee if the Vesting Conditions are not fulfilled in accordance with the period as set out in the Award Letter, that ESS Option(s) shall lapse and be of no value.

39. EXERCISE OF ESS OPTIONS

- 39.1 Subject to By-Laws 39.2 and 39.7, an ESS Option can be exercised by the Participant by notice in the prescribed form to the Company on the first or fifteenth of every month during the Exercise Period in respect of all or any part of the Autocount Shares comprised in the ESS Option, such part being in multiples of one hundred (100) Autocount Shares. For the avoidance of doubt, if the first or fifteenth day of any month shall fall on a day which is not a Market Day, then the notice in writing by the Participant to the Company shall be submitted on the Market Day immediately following the first or fifteenth of the said month. Any partial exercise of an ESS Option shall not preclude the Participant from exercising the ESS Option in respect of the balance of the Autocount Shares comprised in the ESS Option. In the event that a Participant's balance of ESS Option(s) exercisable in accordance with these By-Laws shall be less than one hundred (100) new Autocount Shares, the said balance shall, if exercised, be exercised in a single tranche.
- 39.2 Subject to By-Laws 13 and 17, the ESS Committee may, at any time and from time to time, before and after an ESS Option is granted, limit the exercise of the ESS Option to a maximum number of Autocount Shares and/or such percentage of the total Autocount Shares comprised in the ESS Option during such periods within the ESS Period, subject to the exercise of the ESS Option to any Vesting Condition determined by the ESS Committee at its sole and absolute discretion including but not limited to performance/ service targets being achieved before an ESS Option(s) can be exercised and/or impose any other terms and/or conditions (including the time period to exercise the ESS Option) as the ESS Committee may, in its sole discretion deem appropriate including amending or varying any terms or conditions imposed earlier.
- 39.3 Every such notice to exercise the ESS Option referred to in By-Law 39.1 shall be accompanied by a remittance in RM in the form of a bankers' draft or cashiers' order drawn and payable in Malaysia or any other from acceptable to the ESS Committee for the full amount of subscription monies (calculated in accordance with the provisions of By-Law 39) in relation to the number of Autocount Shares in respect of which the written notice is given.
- 39.4 The Company shall allot and issue such new Autocount Shares and/or transfer from its treasury shares to the Participant in accordance with the provisions of the Company's Constitution, the Central Depositories Act and the Rules of Bursa Depository, despatch the notice of allotment or transfer to the Participant and make an application for the listing of the new Autocount Shares within eight (8) Market Days from the receipt by the Company of the aforesaid notice and remittance from the Participant or such other period as may be prescribed by Bursa Securities.

- 39.5 The ESS Committee, the Board of Autocount and the Company shall not under any circumstances whatsoever be liable for any costs, expenses, charges and damages whatsoever and howsoever arising whether arising directly or indirectly from any delay on the part of the Company in allotting and issuing of the new Autocount Shares and/or transferring from it treasury shares or in procuring Bursa Securities to list the new Autocount Shares for which the Participant is entitled to subscribe or otherwise or any delay in receipt or non-receipt by the Company of the notice to exercise the ESS Option or for any errors in any Award of ESS Options or any other matters or dealings which are outside the control of the Company, the Board and/or the ESS Committee.
- 39.6 The Participant who exercises his/her ESS Option shall provide the ESS Committee with his/her CDS Account number or the CDS Account number of his/her Authorised Nominee, as the case may be, in the notice referred to in By-Law 39.1. The Autocount Shares to be issued and/or transferred pursuant to the exercise of an ESS Option will be credited directly into the CDS Account of the Participant or his/her Authorised Nominee, as the case may be and a notice of allotment stating the number of shares credited into such CDS Account will be issued and/or transferred to the Participant within eight (8) Market Days from the receipt by the Company of the written notice of exercise of the ESS Option together with the requisite remittance of monies or such other period as may be prescribed or allowed by Bursa Securities and no physical share certificate will be issued.
- 39.7 In the event that a Participant is subject to a performance improvement plan (“**PIP**”)/ disciplinary proceedings (whether or not such PIP/disciplinary proceedings will give rise to a dismissal or termination of service) the ESS Committee shall have the right, to suspend the Participant’s ESS Option from being vested and/or exercised pending the achievement of the stipulated improvement plan targets by the Participant/ the outcome of such disciplinary proceedings. The ESS Committee may impose such terms and conditions as the ESS Committee shall deem appropriate having regard to the nature of the PIP/disciplinary proceeding charges made or brought against the Participant **PROVIDED ALWAYS THAT:**
- (a) in the event that such Participant shall subsequently achieve the stipulated improvement plan targets/be found not guilty of the charges which give rise to such disciplinary proceedings, the ESS Committee shall reinstate the rights of such Participant to be vested and/or to exercise his/her vested ESS Option;
 - (b) in the event the Participant fails to achieve the stipulated improvement plan targets/disciplinary proceedings result in a recommendation for the dismissal or termination of service of such Participant, the ESS Option (whether or not vested) shall immediately cease without notice and be null and void and of no further force and effect upon pronouncement of the dismissal or termination of service of such Participant notwithstanding that such recommendation may be subsequently challenged by the Participant in any other forum; and
 - (c) in the event such Participant only partially achieves the stipulated improvement plan targets/is found guilty but not dismissed or termination of service is not recommended, the ESS Committee shall have the right to determine at its sole discretion whether or not the Participant may continue to be vested and/or to exercise his/her ESS Option and/or adjust such number of ESS Options to be vested and if so, to impose such limits, terms and conditions as it deems appropriate, on such vesting and/or exercise.

The ESS Committee may, after a warning /caution letter has been issued to an Participant by the relevant corporation within Autocount Group suspend the Participant’s ESS Option from being vested and/or exercised until such time as the ESS Committee determines at its discretion whether or not the Participant may continue to be vested and/or exercise his/her ESS Option and if so, whether to impose such limits, terms and conditions as the ESS Committee deems appropriate, on such vesting and/or exercise.

For the purpose of this By-Laws, a Participant shall be deemed to be subject to “disciplinary proceedings” if, amongst others:

- (i) he/ she is suspended from work pending investigation into his/ her conduct;
- (ii) he/ she is issued with a letter requiring him/ her to attend an internal domestic inquiry;
or
- (iii) such other instances as the ESS Committee may deem as being subject to disciplinary proceedings.

39.8 All ESS Options to the extent unexercised and/or unvested on the expiry or earlier termination of the ESS Period applicable thereto shall lapse.

39.9 Any failure to comply with the procedures specified by the ESS Committee or to provide information as required by the Company in the notice to exercise or inaccuracy in the CDS Account number provided shall result in the notice to exercise being rejected at the discretion of the ESS Committee. The ESS Committee shall inform the Participant of the rejection of the notice of exercise within ten (10) Market Days from the date of rejection and the Participant shall not have deemed to have exercised his/her ESS Option.

39.10 The Company, the Board and the ESS Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities whatsoever and howsoever arising in the event of any delay on the part of the Company in allotting and issuing or crediting the Autocount Shares or in procuring the relevant authorities to list and quote the Autocount Shares subscribed for by a Participant (where applicable) or any delay in receipt or non-receipt by the Company of the notice to exercise the ESS Options or for any errors in any ESS Options or any other matters or dealings which are outside the control of the Company, the Board and/or the ESS Committee.

39.11 Every ESS Option shall be subjected to the condition that no Autocount Shares shall be vested, issued, transferred and/or credited pursuant to the exercise of an ESS Option if such vesting, issue, transfer and/or crediting 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 ESS Period or such period as may be extended.

39.12 In implementing this Scheme but subject to the Act, ACE Market Listing Requirements, Constitution and the applicable laws, the ESS Committee may at its absolute discretion decide that the ESS Option be satisfied by the following methods:

- (a) issuance of new Autocount Shares;
- (b) acquisition of existing Autocount Shares from the open market;
- (c) transfer of Autocount’s treasury shares, Autocount Shares held by Trustee (if any) and/or any other methods as may be permitted by the Act;
- (d) payment by cash; or
- (e) a combination of any of the above.

PART C: SHARES GRANT

40. SHARES GRANT

- 40.1 The ESS Committee may, at any time during the duration of the Scheme as defined in By-Law 6, grant a Shares Grant(s) (whether on an annual basis or otherwise at the sole and absolute discretion of the ESS Committee) in writing to any Eligible Person (based on the criteria of allocation as set out in By-Law 8) selected by the ESS Committee which selection shall be at the absolute discretion of the ESS Committee and the Company may make the requisite announcements in respect thereof to Bursa Securities.
- 40.2 The actual number of Autocount Shares which may be offered to an Eligible Person shall be at the sole and absolute discretion of the ESS Committee and, subject to any adjustments that may be made under By-Law 13, shall not be less than one hundred (100) Autocount Shares but not more than the Maximum Allowable Allocation and shall always be in multiples of one hundred (100) Autocount Shares.
- 40.3 A Shares Grant may be made upon such terms and conditions as the ESS Committee may decide from time to time. Each Shares Grant shall be made in writing and is personal to the Selected Person and is non-assignable and non-transferable.
- 40.4 The ESS Committee may state the following particulars in the Award Letter (where applicable):
- (a) the number of Autocount Shares to be granted to the Selected Person;
 - (b) the ESS Period;
 - (c) the Date of Offer;
 - (d) whether the Shares Grant is conditional, the Vesting Conditions, the performance period, service period, vesting period, and vesting date(s) but in any event such period(s) and date(s) shall not be later than the Date of Expiry; and
 - (e) any other information deemed necessary by the ESS Committee.
- 40.5 The ESS Committee shall notify each Participant of the Shares Grant of such performance targets, performance period, service period, vesting period, Vesting Conditions, vesting date(s) or such other conditions to be stipulated by the ESS Committee and the number of Autocount Shares vested onto him/ her on the vesting dates PROVIDED THAT there may be excluded from such notice any information the disclosure of which the ESS Committee shall reasonably consider would prejudice confidentiality.
- 40.6 Without prejudice to By-Laws 17 and 18, in the event of an error on the part of the Company in stating any of the particulars referred to in By-Laws 40.4 and/or 40.5, the Company shall issue a supplemental Award Letter, stating the correct particulars referred to in By-Law 40.4 and/or 40.5 within one (1) month after discovery of the error.
- 40.7 Subject to By-Law 40, nothing herein shall prevent the ESS Committee from making more than one (1) Shares Grant to any Selected Person **PROVIDED ALWAYS THAT** the total aggregate number of Autocount Shares which may be offered to any Selected Person (inclusive of Autocount Shares previously offered under the Scheme, if any) shall not exceed the Maximum Allowable Allocation of that Selected Person as set out in By-Law 8.
- 40.8 The ESS Committee has the discretion not to make further additional Shares Grant. Subject to the above limit, each Shares Grant made to any Selected Person by the ESS Committee shall be separate and independent from any previous or later Award made by the ESS Committee to that Selected Person.

- 40.9 The Shares Grant shall automatically lapse and be null and void in the event of the death of the Selected Person or the Selected Person ceasing to be employed by Autocount Group for any reason whatsoever prior to the acceptance of the Shares Grant by the Selected Person in the manner set out in By-Law 41.
- 40.10 After each adjustment following an alteration of the Company's share capital as stipulated in By-Laws 13.1 and 13.2 and the Company informing the Participant of such adjustment pursuant to By-Law 13.8, upon the return by an Participant of the original Award Letter to the Company, that letter shall be amended or a new Award Letter shall be issued within one (1) month from the date of return of the original Award Letter, to reflect the adjustment made to the number of Autocount Shares granted to the Participant.
- 40.11 The ESS Committee may, by giving notice in writing to the Eligible Person, vary or waive the terms of any Vesting Condition, performance period, service period, vesting period or other conditions.
- 40.12 For the avoidance of doubt, there shall be no legal, equitable or other obligation whatsoever on the part of the ESS Committee to consider making, or to make, any Shares Grant to any or all of the Eligible Persons.
- 40.13 The ESS Committee shall have the absolute discretion in determining whether the Shares Grant will be granted in one (1) single award or on a staggered basis and/or in several tranches over the duration of the Scheme.

41. ACCEPTANCE OF THE SHARES GRANT

- 41.1 A Shares Grant shall be valid for a period of thirty (30) calendar days from the Date of Offer or such period as the ESS Committee at its discretion, determines on a case-to-case basis ("**Validity Period**"). Acceptance of the said Shares Grant by the Selected Person shall be made by way of a written notice from the Selected Person to the ESS Committee in the form prescribed by the ESS Committee and accompanied by the payment of Ringgit Malaysia One (RM1.00) only as non-refundable consideration for the acceptance of each Shares Grant (regardless of the number of shares comprised therein).
- 41.2 In the event that the Selected Person fails to accept the Shares Grant or pay the acceptance consideration as set out in By-Law 41.1 within the Validity Period and in the manner aforesaid, or in the event of death or cessation of employment of the Selected Person or the Selected Person becomes a bankrupt prior to his/her acceptance of the Shares Grant(s), the said Shares Grant shall be deemed to have lapsed. The Autocount Shares comprised in such Shares Grant(s) may, at the discretion of the ESS Committee, be re-offered to other Selected Person.
- 41.3 Upon acceptance of the Shares Grant(s) by the Selected Person(s), the Shares Grant(s) will be vested to the Participant(s) on the Shares Grant vesting date during the duration of the Scheme, subject to the Participant(s) fulfilling the Vesting Condition(s), if any, as determined by the ESS Committee.

42. VESTING CONDITIONS

- 42.1 Subject to By-Laws 6, 7 and 42.2, the Autocount Shares comprised in the Shares Grant or such part thereof will only vest to the Participant on the vesting date(s) if:
- (a) the Participant remains in employment with Autocount Group as at the vesting date; and
 - (b) the other Vesting Conditions (if any) are fully and duly satisfied.

- 42.2 The ESS Committee shall have the discretion to determine whether any Vesting Condition has been satisfied (whether fully or partially) or exceeded, and in making any such determination, the ESS Committee shall have the right to make reference to (among others) the audited results of Autocount Group, to take into account such factors as the ESS Committee may determine to be relevant, such as changes in accounting methods, taxes and extraordinary events, and further, to amend any Vesting Conditions if the ESS Committee decides that a changed performance target would be a fairer measure of performance.
- 42.3 Where the ESS Committee has made the determination that the Vesting Conditions and all other stipulated conditions have been fulfilled (whether fully or partially) pursuant to the Shares Grant, the ESS Committee shall notify the Participant of the number of Autocount Shares vested or which will be vested to the Participant on the vesting date of such Autocount Shares. The ESS Committee shall also have the sole and absolute discretion to settle the vesting of the Shares by way of cash to a Participant. No Participant shall have any right to or interest in the Autocount Shares granted to him unless and until the Autocount Shares are vested in him on and with effect from the date of vesting of the said Autocount Shares. The decision and/or determination of the ESS Committee on the vesting of the Autocount Shares on the Participant pursuant to these By-Laws shall be final and conclusive.
- 42.4 Unless otherwise determined by the ESS Committee if the Vesting Conditions are not fulfilled in accordance with the period as set out in the Award Letter, that Shares Grant shall lapse and be of no value.
- 42.5 For the avoidance of doubt and subject to By-Law 41.1, the Autocount Shares will vest with the Participants at no cost to the Participants upon fulfilment of the Vesting Conditions and all other conditions as stipulated Clause 42.2 (if any).

43. DELIVERY OF AUTOCOUNT SHARES

- 43.1 In respect of Autocount Shares which are vested onto a Participant pursuant to By-Law 42, the Company within eight (8) Market Days after the receipt of the Participant's notice of his/her CDS Account number pursuant to By-Law 42.3 and By-Law 43.3 (or such other period as may be prescribed or allowed by Bursa Securities), credit such Autocount Shares to the Participant's CDS Account or his/her authorised nominee, in accordance with the provisions of the Company's Constitution, the Central Depositories Act and the Rules of Bursa Depository, despatch the notice stating such number of Autocount Shares credited into the CDS Account of the Participant or his/her authorised nominee. Where new Autocount Shares are to be allotted and issued following the vesting, the Company shall allot and issue and/or transfer such Autocount Shares to the Participant in accordance with the provisions of the Company's Constitution, the Central Depositories Act and the Rules of Bursa Depository, despatch the notice of allotment or transfer to the Participant and make an application for the listing of the new Autocount Shares.
- 43.2 The ESS Committee, the Board of Autocount and the Company shall not under any circumstances whatsoever be liable for any costs, expenses, charges and damages whatsoever and howsoever arising whether arising directly or indirectly from any delay on the part of the Company in crediting the Autocount Shares or in procuring the relevant authorities to list and quote the Autocount Shares vested to a Participant (where applicable) or any delay in receipt or non-receipt by the Company of the notice or for any errors in any Shares Grant or any other matters or dealings which are outside the control of the Company, the Board and/or the ESS Committee.
- 43.3 The Participant shall provide the ESS Committee with his/her CDS Account number or the CDS Account number of his/her Authorised Nominee, as the case may be. The Autocount Shares to be credited pursuant to the vesting will be credited directly into the CDS Account of the Participant or his/her Authorised Nominee, as the case may be and a notice stating the number of shares credited into such CDS Account will be issued to the Participant and no physical share certificate will be issued.

43.4 In the event that a Participant is subject to a PIP/ disciplinary proceedings (whether or not such PIP/disciplinary proceedings will give rise to a dismissal or termination of service) the ESS Committee shall have the right, to suspend the Participant's Shares Grant from being vested pending the achievement of the stipulated improvement plan targets by the Participant/ the outcome of such disciplinary proceedings. The ESS Committee may impose such terms and conditions as the ESS Committee shall deem appropriate having regard to the nature of the PIP/disciplinary proceeding charges made or brought against the Participant **PROVIDED ALWAYS THAT:**

- (a) in the event that such Participant shall subsequently achieve the stipulated improvement plan targets/be found not guilty of the charges which give rise to such disciplinary proceedings, the ESS Committee shall reinstate the rights of such Participant to continue to hold or be vested his/her Shares Grant;
- (b) in the event the Participant fails to achieve the stipulated improvement plan targets/disciplinary proceedings result in a recommendation for the dismissal or termination of service of such Participant, the Shares Grant shall immediately cease without notice and be null and void and of no further force and effect upon pronouncement of the dismissal or termination of service of such Participant notwithstanding that such recommendation may be subsequently challenged by the Participant in any other forum; and
- (c) in the event such Participant only partially achieves the stipulated improvement plan targets/ is found guilty but not dismissed or termination of service is not recommended, the ESS Committee shall have the right to determine at its sole discretion whether or not the Participant may continue hold or be vested his/her Shares Grant and/or adjust such number of Shares Grant to be vested and if so, to impose such limits, terms and conditions as it deems appropriate, on such vesting.

The ESS Committee may, after a warning /caution letter has been issued to a Participant by the relevant corporation within Autocount Group suspend the Participant's Shares Grant from being vested until such time as the ESS Committee determines at its discretion whether or not the Participant may continue to be vested Autocount Shares under his/her Shares Grant and if so, whether to impose such limits, terms and conditions as the ESS Committee deems appropriate, on such vesting.

For the purpose of this By-Laws, a Participant shall be deemed to be subject to "disciplinary proceedings" if, amongst others:

- (i) he/ she is suspended from work pending investigation into his/ her conduct;
- (ii) he/ she is issued with a letter requiring him/ her to attend an internal domestic inquiry; or
- (iii) such other instances as the ESS Committee may deem as being subject to disciplinary proceedings.

43.5 All Shares Grant to the extent unvested on the expiry or earlier termination of the ESS Period applicable thereto shall lapse.

43.6 The Company, the Board and the ESS Committee shall not under any circumstances be held liable to any person for any costs, losses, expenses, damages or liabilities whatsoever and howsoever arising in the event of any delay on the part of the Company in crediting the Autocount Shares or in procuring the relevant authorities to list and quote the Autocount Shares subscribed for by a Participant (where applicable) or any delay in receipt or non-receipt by the Company of the notice or for any errors in any Shares Grant or any other matters or dealings which are outside the control of the Company, the Board and/or the ESS Committee.

- 43.7 Every Shares Grant shall be subjected to the condition that no Autocount Shares shall be vested and/or credited pursuant to a Shares Grant if such vesting and/or crediting 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 ESS Period or such period as may be extended.

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THE SCHEDULE

In addition to By-Law 13.1 and not in derogation thereof, the Exercise Price and the number of Autocount Shares relating to the ESS Option so far unvested and/or unexercised and/or relating to a Shares Grant in so far as unvested shall from time to time be adjusted by the ESS Committee in accordance with the following relevant provisions in consultation with an Adviser and/or an approved company auditor:

- (a) If and whenever a Autocount Share by reason of any consolidation or subdivision (including if so permitted by the relevant authorities, a subdivision by way of a bonus issue by the Company of Autocount Shares without capitalisation of profits or reserves) or conversion occurs, the Exercise Price shall be adjusted and the adjusted number of Autocount Shares relating to the ESS Option / Shares Grant (where applicable) to be issued or transferred shall be calculated in accordance with the following formula:

(i) New Exercise Price = $\frac{S \times L}{M}$

(ii) Adjusted number of = $\frac{T \times M}{L}$
Autocount Shares

Where:

L = the aggregate number of Autocount Shares (excluding Shares held as treasury shares) in issue and fully paid-up immediately prior to the consolidation or subdivision or conversion;

M = the aggregate number of Autocount Shares in issue and fully paid-up immediately after such consolidation or subdivision or conversion;

S = existing Exercise Price; and

T = existing number of Autocount Shares in the Award that remains unvested/unexercised;

Such adjustment will be effective from the day on which the consolidation or subdivision or conversion becomes effective.

- (b) If whenever the Company shall make any issue of Autocount Shares to ordinary shareholders for which no consideration is payable or which are credited as fully paid, by way of bonus issue or capitalisation of profits or reserves (other than an issue of Ordinary Shares to its members who had an option to take cash or other dividend in lieu of the relevant Ordinary Shares), the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{A}{(A + B)}$$

and the adjusted number of Autocount Shares relating to the ESS Option to be issued / the additional number of Autocount Shares to be vested and transferred under the Shares Grant shall be calculated as follows:

Adjusted number of = $\frac{T \times (A + B)}{A}$
Autocount Shares

where

- A = the aggregate number of issued and fully paid-up Autocount Shares on the Entitlement Date immediately before such bonus issue or capitalisation issue;
- B = the aggregate number of Autocount Shares to be issued pursuant to any allotment to ordinary shareholders credited as fully paid by way of capitalisation of profits or reserves (other than an issue of Ordinary Shares to its members who had an option to take cash or other dividend in lieu of the relevant Ordinary Shares);
- T = as above.

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

(c) If and whenever the Company shall make:

- (i) a Capital Distribution (as defined below) to ordinary shareholders whether on a reduction of capital or otherwise (save and except any capital reduction involving the cancellation of capital which is lost or unrepresented by available assets or involving any purchase by the Company of its own Ordinary Shares in accordance with the Companies Act 2016 (Act 777) and all other applicable laws and regulations); or
- (ii) any offer or invitation to its ordinary shareholders whereunder they may acquire or subscribe for Autocount Shares by way of rights; or
- (iii) any offer or invitation to its ordinary shareholders by way of rights whereunder they may acquire or subscribe for securities convertible into Autocount Shares or securities with rights to acquire or subscribe for Autocount Shares,

then and in respect of each such case, the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{C - D}{C}$$

and in respect of the case referred to in Clause (c)(ii) above, the adjusted number of Autocount Shares comprised in the ESS Option to be issued / the adjusted number of Autocount Shares to be vested and transferred under a Shares Grant shall be calculated as follows:

$$\text{Adjusted Number of Autocount Shares} = T \times \left[\frac{C}{C-D^*} \right]$$

where

- T = as above;
- C = the Current Market Price (as defined in Clause (h)(i)) of each 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 announcement of the Entitlement Date of the Capital Distribution or, as the case may be, of the offer or invitation; and
- D = (i) in the case of an offer or invitation to acquire or subscribe for Autocount Shares by way of rights under Clause (c)(ii) above or for securities convertible into Autocount Shares or securities with rights to acquire or subscribe for Autocount Shares under Clause (c)(iii) above, the value of rights attributable to one (1) Share (as defined below); or

- (ii) in the case of any other transaction falling within Clause (c), the fair market value, as determined by the Adviser and/or an approved company auditor, of that portion of the Capital Distribution attributable to one (1) Share.

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

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

where:

- C = as C above;
- E = the subscription consideration for one (1) additional Share under the terms of such offer or invitation or subscription price for one (1) additional Share upon conversion of the convertible securities or exercise of such rights to acquire or subscribe for one (1) Share under the offer or invitation;
- F = the number of Autocount Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share or security convertible into rights to acquire or subscribe for one (1) additional Share; and
- D* = the value of rights attributable to one (1) Share (as defined below).

For the purpose of definition D* above, the “value of rights attributable to one (1) 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; and
- F* = the number of existing Autocount Shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional Share.

For the purpose of Clause (c), “Capital Distribution” shall (without prejudice to the generality of that expression) include distributions in cash or specie (other than dividend) or by way of issue of Autocount Shares (not falling under Clause (b)) or other securities credited as fully or partly paid-up by way of capitalisation of profits or reserves (but excluding an issue of Ordinary Shares to its members who had an option to take cash or other dividend in lieu of the relevant Ordinary Shares).

Any distribution out of profits or reserves made (whenever paid and howsoever described) shall 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 financial statement of the Company.

Such adjustments will be effective (if appropriate retroactively) from the commencement of the next Market Day immediately following the Effective Date for such issue.

- (d) If and whenever the Company makes an allotment to its ordinary shareholders as provided in Clause (b) above and also makes an offer or invitation to its ordinary shareholders as provided in Clause (c)(ii) or (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:

$$\frac{(G \times C) + (H \times I)}{(G + H + B) \times C}$$

and where the Company makes an allotment to its ordinary shareholders as provided in Clause (b) above and also makes an offer or invitation to its ordinary shareholders as provided in Clause (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 adjusted number of Autocount Shares relating to the ESS Option to be issued / Autocount Shares to be vested and transferred under the Shares Grant shall be calculated as follows:

$$\text{Adjusted Number of Shares (ESS Option)} = T \times \frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)}$$

$$\text{Adjusted Number of Autocount Shares (Shares Grant)} = T \times \frac{(G + H + B) \times C}{(G \times C) + (H \times I)}$$

Where:

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

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) If and whenever the Company makes any offer or invitation to its ordinary shareholders to acquire or subscribe for Autocount Shares as provided in Clause (c)(ii) above together with an offer or invitation to acquire or subscribe for securities convertible into or rights to acquire or subscribe for ordinary shareholders as provided in Clause (c)(iii) above, the Exercise Price shall be adjusted by multiplying it by the following fraction:

$$\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J) \times C}$$

and the adjusted number of Autocount Shares relating to the ESS Option to be issued / Autocount Shares to be vested and transferred under the Shares Grant shall be calculated as follows:

$$\text{Adjusted Number of Autocount Shares (ESS Option)} = T \times \frac{(G + H^*) \times C}{(G \times C) + (H^* \times I^*)}$$

$$\text{Adjusted Number of Autocount Shares (Shares Grant)} = T \times \frac{(G + H + J) \times C}{(G \times C) + (H \times I) + (J \times K)}$$

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 Autocount Shares to be issued to its ordinary shareholders upon conversion of such securities or exercise of such rights to subscribe for Autocount 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 Autocount Share; and

T = as T above.

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

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

$$\frac{(G \times C) + (H \times I) + (J \times K)}{(G + H + J + B) \times C}$$

and the adjusted number of Autocount Shares relating to the ESS Option to be issued / Autocount Shares to be vested and transferred under the Shares Grant shall be calculated as follows:

$$\text{Adjusted Number of Autocount Shares (ESS Option)} = T \times \frac{(G + H^* + B) \times C}{(G \times C) + (H^* \times I^*)}$$

$$\text{Adjusted Number of Autocount Shares (Shares Grant)} = T \times \frac{(G + H + J + B) \times C}{(G \times C) + (H \times I) + (J \times K)}$$

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; and
 T = as T above.

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

- (g) If and whenever (otherwise than pursuant to a rights issue available to all ordinary shareholders and requiring an adjustment under Clauses (c)(ii), c(iii), (d), (e) or (f) above), the Company shall issue either any Shares or any securities convertible into new Shares or with rights to acquire or subscribe for Shares, and in any such case, the Total Effective Consideration per Share (as defined below) is less than 90.0% of the Average Price (as defined below) for one (1) Share or, as the case may be, the price at which the Shares will be issued and/or transferred upon conversion of such securities or exercise of such rights is determined, the Exercise Price will be adjusted by multiplying it by the following fraction:

$$\frac{L + M}{L + N}$$

Where:

- L = the number of Shares in issue at the close of business on the Market Day immediately preceding the date on which the relevant adjustment becomes effective;
- M = the number of Shares which the Total Effective Consideration (as defined below) would have purchased at the Average Price (as defined below) (exclusive expenses); and
- N = the aggregate number of Shares so issued, or in the case of securities convertible into Shares or rights to acquire or subscribe for Shares, the maximum number (assuming no adjustment of such rights) of Shares issuable upon full conversion of such securities or the exercise in full of such rights.

For the purpose of Clause (g), “**Total Effective Consideration**” shall be determined by the Board with the concurrence of an auditor or relevant expert in the following manner:

- (i) in the case of the issue of Shares, the aggregate consideration receivable by Autocount on payment in full for such Shares; or
- (ii) in the case of the issue by Autocount of securities (wholly or partly) convertible into Autocount Shares, the aggregate consideration receivable by Autocount on payment in full for such securities or such part of the securities as is convertible together with the total amount receivable by Autocount upon full conversion of such securities (if any); or
- (iii) in the case of the issue by Autocount of securities with rights to acquire or subscribe for Autocount Shares, the aggregate consideration attributable to the issue of such rights together with the total amount receivable by Autocount upon full exercise of such rights;

in each case without any deduction of any commissions, discounts or expenses paid, allowed or incurred in connection with the issue thereof, and “**Total Effective Consideration per Share**” will be the Total Effective Consideration divided by the number of Shares issued as aforesaid or, in the case of securities convertible into Shares or securities with rights to acquire or subscribe for Autocount Shares, by the maximum number of Shares issuable on full conversion of such securities or on exercise in full of such rights.

For the purpose of Clause (g), “**Average Price**” of a Share shall be the average market price of one (1) Share as derived from the last traded prices for one (1) or more board lots of Shares as quoted on Bursa Securities on the Market Days comprised in the period used as a basis upon which the issue price of such Shares is determined. Such adjustment will be calculated (if appropriate retroactively) from the close of business on Bursa Securities on the Market Day immediately following the date on which the issue is announced, or (failing any such announcement) on the Market Day immediately following the date on which the Company determines the subscription price of such Shares.

Such adjustment will be effective (if appropriate, retroactively) from the commencement of the next Market Day immediately following the completion of the above transaction.

(h) For the purpose of this Schedule:

- (i) “Current Market Price” means in relation to each Autocount Share for any relevant day the five (5) day volume weighted average market price for each Autocount Share on Bursa Securities for the five (5) consecutive Market Days before such date for one or more board lots of Autocount Shares on Bursa Securities or in such other manner as may from time to time be stipulated in any guidelines prescribed by any competent authorities, if any.

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 given and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there is no false or misleading statement or other facts the omission of which would make any information in this Circular false or misleading.

2. CONSENT AND DECLARATION OF INTEREST

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

Malacca Securities has given its written confirmation that there is no conflict of interest which exists or is likely to exist in its capacity as the Principal Adviser in respect of the Proposals.

3. MATERIAL LITIGATION

As at LPD, the Group is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant, which may have a material and adverse effect on the business or financial position of the Group and the Board is not aware of any proceedings, pending or threatened against the Group, or of any facts likely to give rise to any proceedings which may have material impact on the business or financial position of the Group.

4. MATERIAL COMMITMENT AND CONTINGENT LIABILITIES**4.1 Material commitment**

As at LPD, there are no material commitments incurred or known to be incurred by the Group which upon becoming due or enforceable, may have a material impact on the financial position or business of the Group.

4.2 Contingent liabilities

As at LPD, there are no contingent liabilities incurred or known to be incurred by the Group, which upon becoming due or enforceable, may have a material impact on the financial position or business of the Group.

5. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection at the registered office of ADB at Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur Wilayah Persekutuan, during normal business hours from Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of the Company's forthcoming EGM:-

- (i) The Constitution;
- (ii) The audited consolidated financial statements of ADB for the past 2 financial years ended ("FYE") 31 December 2022 and 31 December 2023;
- (iii) The draft By-Laws; and
- (iv) The letter of consent and declaration of conflict of interest referred to in Section 2 of this Appendix II.



AUTOCOUNT DOTCOM BERHAD
Registration No. 202201006885 (1452582-U)
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“**EGM**”) of Autocount Dotcom Berhad (“**ADB**” or the “**Company**”) will be held at Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Selangor Darul Ehsan, Malaysia on Tuesday, 25 June 2024 at 11.30 a.m. or immediately after the conclusion of the Company’s Annual General Meeting scheduled to be held at the same venue on the same day at 10.30 a.m., whichever is later, or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the resolutions set out in this notice.

AGENDA

ORDINARY RESOLUTION 1

PROPOSED ESTABLISHMENT OF AN EMPLOYEES’ SHARES SCHEME OF UP TO 10.0% OF THE TOTAL NUMBER OF ISSUED ORDINARY SHARES IN ADB (EXCLUDING TREASURY SHARES, IF ANY) (“SCHEME”) AT ANY POINT IN TIME DURING THE TENURE OF THE SCHEME, FOR THE ELIGIBLE DIRECTORS AND EMPLOYEES OF ADB AND ITS SUBSIDIARIES (“ADB GROUP”) (EXCLUDING DORMANT SUBSIDIARIES) (“PROPOSED ESS”)

“**THAT** subject to the approvals of all relevant authorities and/or parties being obtained (where applicable) and to the extent permitted by law and the Company’s constitution (“**Constitution**”), approval be and is hereby given to the Board of Directors of the Company (“**Board**”) to:-

- (i) establish, implement and administer the Proposed ESS for the benefit of the eligible Directors and employees of ADB Group (excluding dormant subsidiaries) who meet the criteria of eligibility for participation in the Proposed ESS (“**Eligible Person(s)**”) and to implement and administer the same in accordance with the by-laws governing the terms, rules and conditions of the Proposed ESS (“**By-Laws**”), a draft of which is set out in Appendix I of the circular to shareholders of ADB dated 29 May 2024 (“**Circular**”);
- (ii) allot and issue and/or procure the transfer of such number of new or existing ordinary shares in ADB (“**ADB Shares**” or “**Shares**”) (as adjusted or modified from time to time pursuant to the By-Laws) from time to time as may be required for the purpose of or in connection with the Proposed ESS, provided that the total number of ADB Shares be allotted and issued and/or transferred pursuant to granting of ADB Shares (“**Shares Grant**”) and/or options to subscribe for ADB Shares (“**ESS Options**”) (collectively referred to as the “**Awards**”) to eligible Director(s) (including non-executive Directors) and eligible employees of ADB Group in relation to the Proposed ESS shall not exceed 10.0% in aggregate of the total number of issued Shares (excluding treasury shares, if any) at any point in time throughout the duration of the Scheme;
- (iii) appoint and authorise a committee (“**ESS Committee**”) by which the Proposed ESS will be administered in accordance with the By-Laws by the said ESS Committee, who will be responsible for, amongst others, implementing and administering the Proposed ESS. The members of the ESS Committee shall comprise such number of Directors and/or senior management personnel of the Group to be identified from time to time;

- (iv) make the necessary application, and to do all things necessary at the appropriate time or times, to Bursa Malaysia Securities Berhad ("**Bursa Securities**") for permission to deal in and for the listing and quotation of the new ADB Shares (as adjusted or modified from time to time pursuant to the By-Laws) that may hereafter from time to time be allotted and issued pursuant to the Proposed ESS; and
- (v) do all such acts, execute all such documents and to enter into all such transactions, arrangements and agreements, deeds or undertakings and to make such rules and regulations, or to impose such terms and conditions or delegate part of its power as may be necessary or expedient in order to give full effect to the Proposed ESS and the terms of the By-Laws;

THAT the ADB Shares to be allotted and issued and/or transferred from treasury shares (as the case may be) upon the vesting of the Shares Grant and/or upon exercise of the ESS Options pursuant to the Awards shall, upon allotment and issuance and/or transfer from treasury shares (as the case may be), rank equally in all respects with the existing ADB Shares, save and except that the said Shares shall not be entitled to any dividends, rights, allotments and/or other distributions that may be declared, made or paid for which the entitlement date precedes the date of issuance and allotment or transfer of the said Shares;

THAT pursuant to Section 85 of the Companies Act, 2016 ("**Act**") read together with Clause 51 of the Constitution, the statutory pre-emptive rights of the shareholders of the Company to be offered new ADB Shares ranking equally to the existing issued ADB Shares arising from any issuance of the Awards pursuant to the Proposed ESS be and is hereby noted and waived;

AND THAT the By-Laws which is in compliance with the ACE Market Listing Requirements of Bursa Securities ("**Listing Requirements**"), be and is hereby approved and adopted and the Board be and is hereby empowered and authorised to do all acts, deeds and such things and to execute, enter into, sign and deliver on behalf of the Company, all such documents and/or agreements as the Board may deem fit, necessary, expedient and/or appropriate to implement and give full effect to complete the Proposed ESS including without limitation, with full power to assent to any conditions, modifications, variations and/or amendments as the Board in their absolute discretion may deem fit, necessary, expedient and/or appropriate by the Board in order to carry out, finalise and give full effect to the Proposed ESS."

ORDINARY RESOLUTION 2

PROPOSED ALLOCATION OF AWARDS TO CHOO CHIN PENG PURSUANT TO THE PROPOSED ESS ("PROPOSED ALLOCATION OF AWARDS TO CHOO CHIN PENG")

"**THAT** subject to the passing of Ordinary Resolution 1 and the approvals of all relevant authorities and/or parties being obtained (where applicable) and to the extent permitted by law and the Constitution, approval be and is hereby given to the Board to authorise the ESS Committee from time to time throughout the duration of the Scheme, to offer and grant the Awards to Choo Chin Peng, being the Executive Director, Chairman and major shareholder of the Company, of not more than 10.0% of the Awards to be granted under the Proposed ESS, subject always to such terms and conditions of the By-Laws and/or any adjustment which may be made in accordance with provisions of the By-Laws;

AND THAT pursuant to Section 85 of the Act read together with Clause 51 of the Constitution, the statutory pre-emptive rights of the shareholders of the Company to be offered new ADB Shares ranking equally to the existing issued ADB Shares arising from any issuance of the Awards pursuant to the Proposed Allocation of Awards to Choo Chin Peng be and is hereby noted and waived."

ORDINARY RESOLUTION 3

PROPOSED ALLOCATION OF AWARDS TO CHOO YAN TIEE PURSUANT TO THE PROPOSED ESS (“PROPOSED ALLOCATION OF AWARDS TO CHOO YAN TIEE”)

“**THAT** subject to the passing of Ordinary Resolution 1 and the approvals of all relevant authorities and/or parties being obtained (where applicable) and to the extent permitted by law and the Constitution, approval be and is hereby given to the Board to authorise the ESS Committee from time to time throughout the duration of the Scheme, to offer and grant the Awards to Choo Yan Tiee, being the Executive Director, Managing Director and major shareholder of the Company, of not more than 10.0% of the Awards to be granted under the Proposed ESS, subject always to such terms and conditions of the By-Laws and/or any adjustment which may be made in accordance with provisions of the By-Laws;

AND THAT pursuant to Section 85 of the Act read together with Clause 51 of the Constitution, the statutory pre-emptive rights of the shareholders of the Company to be offered new ADB Shares ranking equally to the existing issued ADB Shares arising from any issuance of the Awards pursuant to the Proposed Allocation of Awards to Choo Yan Tiee be and is hereby noted and waived.”

By Order of the Board
AUTOCOUNT DOTCOM BERHAD

WONG YOUN KIM
(MAICSA 7018778)
(SSM Practising Certificate No.: 201908000410)
Company Secretary

Kuala Lumpur
29 May 2024

Notes:-

A. Proxy

1. *A proxy may but need not be a member of the Company.*
2. *To be valid, this form, duly completed must be deposited at the Registered Office of the Company, Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur, not less than 24 hours before the time for holding the meeting Provided That in the event the member(s) duly executes the form of proxy but does not name any proxy, such member(s) shall be deemed to have appointed the Chairman of the meeting as his/her/their proxy, Provided Always that the rest of the proxy form, other than the particulars of the proxy/proxies have been duly completed by the member(s).*
3. *A member may appoint up to two (2) proxies to attend and vote at the same meeting. Where a member appoints two (2) proxies, the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.*
4. *Where a member of the Company is an authorised nominee as defined under the Central Depositories Act, it may appoint at least 1 proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.*
5. *Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account (“**omnibus account**”) as defined under the Securities Industry (Central Depositories) Act, 1991, there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.*
6. *If the appointor is a corporation, this form must be executed under its common seal or under the hand of an attorney duly authorised.*
7. *Only depositors whose names appear in the Record of Depositors as at 18 June 2024 shall be entitled to attend the EGM.*

Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “**Purposes**”), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.


autocount[®]
Beyond accounting software
AUTOCOUNT DOTCOM BERHAD
Registration No. 202201006885 (1452582-U)
(Incorporated in Malaysia)

PROXY FORM

CDS Account No.	
No. of Shares Held	

*I/We _____ *NRIC No./Co. No. _____
(FULL NAME IN BLOCK LETTERS)

of _____
(FULL ADDRESS)

Telephone No. _____ Email Address: _____

being a *member / members of Autocount Dotcom Berhad [Registration No. 202201006885 (1452582-U)] (the "**Company**"), hereby appoint the following person(s):

Name of Proxy	NRIC No	Email Address	Address	No. of Shares to be represented
1.				
2.				

or failing him/her, THE CHAIRMAN OF THE MEETING as *my/our proxy to vote for *me/us on *my/our behalf at the Extraordinary General Meeting of the Company to be held at Saujana Resort, Jalan Lapangan Terbang SAAS, 40150 Selangor Darul Ehsan, Malaysia on Tuesday, 25 June 2024 at 11:30 a.m., or immediately after the conclusion of the Company's Annual General Meeting scheduled to be held at the same venue on the same day at 10:30 a.m., whichever is later, or at any adjournment thereof and to vote as indicated below:

		FIRST PROXY		SECOND PROXY	
		For	Against	For	Against
Resolution 1	Proposed ESS				
Resolution 2	Proposed Allocation of Awards to Choo Chin Peng				
Resolution 3	Proposed Allocation of Awards to Choo Yan Tiee				

(Please indicate with an "X" in the spaces provided above on how you wish your vote to be cast. If no instruction as to voting is given, the proxy will vote or abstain from voting at his/her discretion).

*Strike out whichever is not desired.

Dated this _____ day of _____ 2024

Signature of Shareholder(s) / Common Seal



Notes:-

1. *A proxy may but need not be a member of the Company.*
2. *To be valid, this form, duly completed must be deposited at the Registered Office of the Company, Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur, not less than 24 hours before the time for holding the meeting Provided That in the event the member(s) duly executes the form of proxy but does not name any proxy, such member(s) shall be deemed to have appointed the Chairman of the meeting as his/her/their proxy, Provided Always that the rest of the proxy form, other than the particulars of the proxy/proxies have been duly completed by the member(s).*
3. *A member may appoint up to two (2) proxies to attend and vote at the same meeting. Where a member appoints two (2) proxies, the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.*
4. *Where a member of the company is an authorised nominee as defined under the Central Depositories Act, it may appoint at least 1 proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.*
5. *Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("omnibus account") as defined under the Securities Industry (Central Depositories) Act, 1991, there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.*
6. *If the appointor is a corporation, this form must be executed under its common seal or under the hand of an attorney duly authorised.*
7. *Only depositors whose names appear in the Record of Depositors as at 18 June 2024 shall be entitled to attend the EGM.*

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of Extraordinary General Meeting dated 29 May 2024.

Fold this flap for sealing

Then fold here

AFFIX
STAMP

AUTOCOUNT DOTCOM BERHAD
[Registration No. 202201006885 (1452582-U)]
Registered Office
Acclime Corporate Services Sdn Bhd
Level 5, Tower 8, Avenue 5, Horizon 2,
Bangsar South City,
59200 Kuala Lumpur

First fold here

