Provisions regarding the rights and duties of the issuer of subscription warrant and the holders of subscription warrant to purchase common shares of Eureka Design Public Company Limited No. 3 (UREKA-W3).

Warrant to purchase common shares of Eureka Design Public Company Limited, No. 3 ("Warrant No. 3" or "UREKA-W3") are issued by Eureka Design Public Company Limited (the "Company" or "Issuer of Warrant No. 3") in accordance with the resolution of the 2025 Annual General Meeting of Shareholders on April 17, 2025.

The warrant holder will receive the rights as specified in the terms and conditions. The issuer and the warrant holder agree to be bound by such terms and conditions in all respects. The warrant holder shall be deemed to have acknowledged and fully understood the terms and conditions in the terms and conditions. The issuer shall arrange for the keeping of a copy of the terms and conditions at the issuer's head office so that the warrant holder may request to inspect a copy of the terms and conditions and various contracts during the issuer's business hours.

Definitions.

The following words and phrases used in these Terms of Use shall have the following meanings:

Terms of Rights.	Means	Terms and Conditions Governing the Rights and Duties of the Issuer and Holders of the Warrant to Purchase Ordinary Shares under the Third Issuance of Warrant of Eureka Design Public Company Limited.
Warrant or UREKA-W3.	means	Warrant to purchase common shares of Eureka Design Public Company Limited No.3 and offered for sale to the Company's existing shareholders who subscribed and were allocated additional ordinary shares in proportion to their shareholding (Right Offering).
Warrant replacement.	means	A replacement warrant issued by the Thailand Securities Depository Co., Ltd. to be used in place of the warrant to subscribe for ordinary shares of Eureka Design Public Company Limited No. 3.
Company or issuer of warrant	means	Eureka Design Public Company Limited

Announcement No. TorChor.34/2008.	means	Notification of the Capital Market Supervisory Board No. TorChor.34/2008, regarding the request for permission and permission to offer for sale warrant to purchase newly issued shares and newly issued shares to support warrant, dated 15 December 2008 (including any amendments)
Warrant holders.	means	Individuals or juristic persons who have been allocated UREKA-W3 warrant, which are documents or securities that grant the holder the right to purchase the Company's common shares in the future according to the specified conditions.
Rights in the 3rd Warrant.	means	All rights relating to the 3rd Warrant, including but not limited to the right to subscribe for underlying shares, the right to attend and vote at the 3rd Warrant Holders' Meeting, and the right to receive compensation in the event that there are insufficient underlying shares.
Period for notification of intention to exercise rights.	means	Warrant holders must notify their intention to exercise their rights to purchase the Company's common shares between 9:00 a.m. and 4:00 p.m. within 5 business days prior to each exercise date, except for the last exercise date, in which case the notification period for the last exercise date must be no less than 15 days prior to the last exercise date.
Third Warrant Holder Registration or Register.	means	The registration or registration source that records details of the 3rd Warrant (UREKA-W3)
Exercise Date.	means	The date on which the warrant holders can exercise their rights under the warrant, with the Company specifying that the rights can be exercised on the last business day of every 6 months from the date of issuance of the warrant.
Expiration date of the warrant.	means	The expiration date shall be 2 years from the issuance date of the warrant, and shall be considered the final exercise date.
Exercise Date.	means	Holders of the 3rd Warrant can exercise their rights every 6 months after the issuance and offering date of the 3rd Warrant (UREKA-W3), namely: 1st Warrant: April 8, 2026 2nd Warrant: October 8, 2026 3rd Warrant: April 8, 2027 4th Warrant (final exercise): October 8, 2027

		In the event that the exercise date falls on a company holiday, the exercise date shall be postponed to the last business day prior to the specified exercise date.
3rd Warrant Issue Date	means	October 9, 2025
Third Warrant Maturity Date.		October 8, 2027
Business days.	means	The day on which the Stock Exchange is open for normal business, which is not a Saturday, Sunday, or other holiday declared by the Bank of Thailand as a commercial bank holiday.
Exercise price.	means	The price that the warrant holder must pay when exercising the right to purchase the Company's common shares under the warrant, which in this case is 2.00 baht per share, unless there is an adjustment in accordance with the rights adjustment conditions.
Exercise rate.	means	The ratio of the warrant to the number of common shares that can be purchased, which in this case is 1 warrant unit to 1 common share, unless adjusted in accordance with the rights adjustment conditions.
Supporting stocks.	means	New common shares issued by Eureka Design Public Company Limited in the amount of not more than 545,657,086 shares, which are reserved to support the exercise of rights under the 3rd Warrant, including additional common shares to be issued in the event of adjustment of rights in accordance with the rights provisions.
Registrar.	means	Securities Depository Center (Thailand) Co., Ltd.
Securities Depository Center.	means	Thailand Securities Depository Co., Ltd., which acts as the registrar and oversees the system for depositing warrant and common shares of Eureka Design Public Company Limited.

1. Details of the 3rd Warrant (UREKA-W3)

The Company will issue and allocate no more than 545,657,086 warrant to the Company's existing shareholders who subscribe for and are allocated additional common shares issued and offered for sale to the existing shareholders in proportion to their shareholding (Right Offering) whose names appear in the shareholder register as of March 14, 2025 (Record Date) at the allocation ratio of 3 newly issued ordinary shares to 3 units of warrant , at no cost. The details of offered warrant are as follows:

(1) Warrant to purchase common shares of Eureka Design Public Company Limited No. 3 (UREKA-W3)

Warrant issuer.	:	Eureka Design Public Company Limited
Address of the warrant issuer.	:	No. 19, Village No. 11, Lad Sawai Subdistrict, Lam Luk Ka District, Pathum Thani Province 12150
Name of the warrant.	:	Warrant to purchase common shares of Eureka Design Public Company Limited No. 3 (UREKA-W3)
Types of warrant.	:	Warrant to purchase common shares of the Company, which are registered and transferable.
Number of warrant units.	:	No more than 545,657,086 units
Number of common shares reserved to support the exercise of rights under warrant.		Not more than 545,657,086 shares (par value of 0.25 baht per share)
Allocation method.	:	The Company will issue and allocate warrant to the Company's existing shareholders who subscribe for and are allocated additional common shares issued and offered to the existing shareholders in proportion to their shareholding (Right Offering) at an allocation ratio of 3 additional common shares to 3 units of warrant. In the event that there is a fraction of the 3rd warrant remaining from the calculation according to the said warrant allocation ratio, such fraction shall be discarded.
Offer price per unit.	:	0 baht (zero baht) no value

The term of the warrant and the exercise period.	:	Warrant holders may exercise their rights for the first time after 6 months from the issuance date of the warrant and may exercise their rights on the last business day of every 6 months from the issuance date of the warrant. The last exercise date is the date on which the warrant reach their maturity date of 2 years from the issuance date of the warrant. In the event that the exercise date falls on a Company holiday, the exercise date shall be postponed to the previous business day. The Company will not extend the term of the warrant and there is no requirement for warrant holders to exercise their rights before the expiration date.
Date of issue of warrant.	:	October 9, 2025
Expiration date of the warrant.	:	October 8, 2027
Exercise rate.	:	1 unit of warrant has the right to purchase 1 common share (unless the exercise ratio is adjusted in accordance with the rights adjustment conditions). However, if the exercise price is adjusted, the exercise price must not be lower than the par value of the Company's shares at that time.
Exercise price.	:	2.00 baht per share (unless there is an adjustment to the exercise ratio in accordance with the rights adjustment conditions)
Period and schedule for exercising rights.	:	As specified in Section 1.2
Registrar of Warrant.	:	Thailand Securities Depository Co., Ltd.
Secondary market for warrant.	:	The Company will list the Warrant as listed securities on the Market for Alternative Investment (mai) or the stock exchange on which the Company's common shares are listed securities at that time.

Secondary market for common shares arising from the exercise of rights.	:	The Company will list the common shares resulting from the exercise of rights under the warrant as listed securities on the Market for Alternative Investment (mai) or the stock exchange on which the Company's common shares are listed at that time.
Other rights and benefits.	:	Common shares issued pursuant to the exercise of warrant shall have the same rights as the Company's common shares previously issued in all respects.
Impact on shareholders.	:	As specified in Appendix 1

(2) Exercise of rights and conditions of exercise of rights.

1.2.1 Exercise Date.

The issuance date of the 3rd warrant (UREKA-W3) is October 9, 2025. The warrant holders shall be entitled to exercise their rights to purchase the Company's ordinary shares every 6 months from the issuance date. The exercise dates will be on April 8, 2026, October 8, 2026, April 8, 2027, and October 8, 2027. The exercise terms are that the first exercise date will be on April 8, 2026, and the last day will be on the date the warrant mature two years from the issuance date, which is October 8, 2027. However, if the exercise date falls on a holiday of the Company or the Stock Exchange of Thailand, the exercise date will be moved to the last business day prior to the exercise date. Warrant remaining after exercise or not exercised on any exercise date can be accumulated and exercised on the next exercise date throughout the term of the warrant.

If the expiration date of the Warrants has expired, any Warrants that have not been exercised shall be deemed invalid and automatically cancelled.

1.2.2 Period for notifying intention to exercise rights.

Holders of the 3rd Warrants who wish to exercise their rights to purchase the Company's common shares must notify their intention to exercise their rights to purchase the Company's common shares between 9:00 a.m. and 4:00 p.m. within 5 business days prior to each exercise date (hereinafter referred to as the "Notification Period"), except in the case of the last exercise date, in which case the notification period must be not less than 15 days prior to the last exercise date (hereinafter referred to as the "Last Notification Period").

The Company will not close the register to suspend the transfer of warrant, except in the case of the last exercise of rights. The Company will close the register to suspend the transfer of warrant for 21 days prior to the last exercise date, and the Stock Exchange of Thailand will place an SP (suspended trading) mark two business days prior to the register closing date. (In the event that the first day of the register closing falls on a Stock Exchange holiday, the first day of the register closing will be postponed to the previous business day.)

The Company will notify the exercise of rights, exercise ratio, purchase price of common shares, exercise period, and notification period for exercise of rights at least 5 business days in advance, prior to the start date of each exercise notification period, via the Stock Exchange of Thailand's electronic data dissemination system. For the last exercise date, the Company will notify the exercise of rights at least 14 days in advance, via the Stock Exchange of Thailand's electronic data dissemination system, and will deliver the aforementioned details to the warrant holders whose names appear in the warrant holder register on the last book closing date, via registered mail.

1.2.3 Registrar of the 3rd Warrant.

Thailand Securities Depository Co., Ltd. ("TSD").
93 Ratchadaphisek Road, Din Daeng Subdistrict, Din Daeng District, Bangkok 10400
Tel: 02-009-9999
Website: http://www.set.or.th/tsd
Email: SETContactCenter@set.or.th

The Warrant Registrar shall be responsible for closing the Warrant Holders Register, which shall contain the Warrant Holders' full name, nationality, and address, as well as any other details as may be required by the Securities Depository Center. In the event of any discrepancies, the Company shall deem the information contained in the Warrant Holders Register to be correct. Therefore, Warrant Holders shall be responsible for notifying the Registrar directly of any changes or corrections to any errors in the details recorded in the Warrant Holders Register.

The Company reserves the right to change the registrar of warrant. The Company will notify the warrant holders of such change through the Stock Exchange of Thailand's electronic information dissemination system as soon as possible and will notify the Securities and Exchange Commission (SEC) within 15 days. The Company will also send a notice of such change to the warrant holders by registered mail.

1.2.4 Contact location for exercising rights.

(1) Contact Person and Location for Exercising Rights.

Company Secretariat.
Eureka Design Public Company Limited.
No. 19, Village No. 11, Lam Duang Sawai Subdistrict, Lam Luk Ka District, Pathum Thani Province 12150
Tel: 02-192-3737 ext. 700 Fax: 02-192-3744

In the event that the Company changes the contact location for exercising the rights, the Company will notify the warrant holders of the details through the Stock Exchange of Thailand's electronic information dissemination system.

(2) Warrant holders may contact the Company's office to obtain a form to express their intention to exercise their rights to purchase common shares or download it from the Company's website www.eurekadesign.co.th during the period for expressing their intention to exercise their rights or the period for expressing their intention to exercise their rights for the last time.

In the case that the warrant in a scripless system, warrant holders who wish to exercise their rights must notify their intention and complete a request form to withdraw their warrant or request the issuance of warrant or warrant replacements, as specified by the Stock Exchange of Thailand. Such request form must be submitted through the securities company acting as their broker. Such securities company will then notify the Thailand Securities Depository Center to withdraw their warrant or issue the warrants/warrant replacements, which will be used as evidence in their request to exercise their rights to purchase common shares with the Company, in accordance with the procedures specified above.

1.2.5 How to exercise rights under the warrant.

(1) The holder of the 3rd Warrant must fill out the Notification of Intent to Exercise the Rights to Purchase Common Shares form correctly, completely, and clearly, and sign it. If the holder of the 3rd Warrant is a juristic person, the signature must be made by an authorized person of that juristic person, along with the company seal (if any), and attach the 3rd Warrant or the 3rd Warrant Replacement Certificate in the amount specified in the Notification of Intent to Exercise the Rights to Purchase Common Shares form, along with the following supporting documents for exercising the rights to purchase common shares under the 3rd Warrant:

(1) **Individual purchasers of Thai nationality**: A copy of the national ID card or a copy of the state enterprise employee card that has not expired (in the case of a government official ID card or a state enterprise employee ID card, a copy of the house registration must also be attached) with a signature certifying the copy is correct (in the case of a minor who is a minor, the consent of the guardian, father/mother, a copy of the national ID card of the guardian with the guardian's signature certifying the copy is correct, and a copy of the house registration where the minor resides with a signature certifying the copy is correct).

(2) **Individual purchasers of foreign nationality**: A copy of your alien registration card or passport, with a signature certifying that the copy is correct.

(3) **Legal entity subscribers registered in Thailand**: A copy of the certificate issued by the Ministry of Commerce no more than 6 months before the expiration date of the rights, with a signature certifying the true copy by the authorized signatory of that juristic person and the seal of the juristic person (if any), and attach a copy of the national ID card or a copy of the state enterprise employee card that has not expired (in the case of a government official card or state enterprise employee card, attach a copy of the house registration). In the case of a foreigner, a copy of the alien card or a copy of the passport (as applicable) of the authorized signatory of that juristic person must be included, with a signature certifying the true copy.

(4) **Subscription of legal entities registered abroad**: A copy of the company's incorporation certificate, memorandum of association, and certificate of incorporation issued no more than 12 months prior to the expiration date of the rights, with a signature certifying the true copy by an authorized signatory of that juristic person and stamped with the juristic person's seal (if any), and a copy of the alien certificate or passport (as applicable) of the authorized signatory of that juristic person, attached, with a signature certifying the true copy. All copies of the above supporting documents, with a signature certifying the true copy, must be certified by a Notary Public officer and certified by an officer of the Thai Embassy or Thai Consulate in the country where the documents were prepared or certified, and must be dated no more than 12 months prior to the expiration date of the rights.

In case the warrants are in the share certificate system, the warrant holders can use the warrants as evidence to immediately notify their intention to exercise their rights. In case the 3rd warrant is in the scripless system, the 3rd warrant holders who wish to exercise their rights must notify their intention and fill out the request form to withdraw the 3rd warrant or to issue a replacement 3rd warrant as specified by the Securities Depository Center. This form must be submitted to the securities company acting as their broker. The said securities company will then notify the Securities Depository Center to request the withdrawal of the 3rd warrant to be used as evidence for exercising the rights to purchase common shares with the company in order to proceed with the exercise of rights.

If the warrant holder fails to submit the evidence for exercising the rights as stated above, the Company will assume that the warrant holder does not wish to exercise the rights under the warrant at that time. However, the Company may, at its discretion, allow the warrant holder to exercise the rights under the warrant as appropriate.

(2) In each exercise of rights, the holder of the 3rd warrant must exercise the right to purchase ordinary shares only in whole numbers, with an exercise ratio of 1 unit of the 3rd warrant to 1 ordinary share (unless there is an adjustment of rights in accordance with Section 4). Each exercise of rights must be for the exercise of rights to purchase not less than 100 ordinary shares and must be in whole numbers, except in the case where the holder of the warrant has the right to purchase less than 100 ordinary shares, in which case the holder of such warrant must exercise all of the rights he has at one time.

(3) Pay the amount of the exercise of rights as specified in the form of the expression of intent to exercise rights to purchase common shares within the specified period, not exceeding the exercise date. Payment can be made in one of the following ways:

   (1) Transfer money to the savings account named Eureka Design Public Company Limited, Kasikorn Bank Public Company Limited, Talat Wongsakorn Sai Mai Branch, savings account number 614-2-19999-6.

   (2) Pay by check, cashier's check, or bank draft, crossed and made payable to Eureka Design Public Company Limited, Kasikorn Bank Public Company Limited, Talat Wongsakorn Sai Mai Branch, savings account number 614-2-19999-6. Please write your name, surname, address and contact telephone number on the back. The exercise of rights to purchase common shares will be complete only when the Company has collected the said amount.

(4) The holder of the 3rd Warrant shall be responsible for the stamp duty and/or tax incurred due to the exercise of the right to purchase common shares under the 3rd Warrant and shall also comply with any regulations or other laws related to or applicable to the exercise of the right to purchase common shares under the Warrant (if any).

(5) If the Company receives less than the number of Warrant for the 3rd Period as specified in the Notification of Intention to Exercise Rights to Purchase Ordinary Shares, or the amount the Company receives does not equal the amount specified in the Notification of Intention to Exercise Rights to Purchase Ordinary Shares, or the Company verifies that the information filled in by the Holder of the 3rd Period Warrant on the Notification of Intention to Exercise Rights to Purchase Ordinary Shares is incomplete or incorrect, or the stamp duty has not been completely and correctly affixed in accordance with relevant regulations or laws, the Company will give the Holder of the 3rd Period Warrant time to make corrections to comply with the conditions within the due date for each exercise. Otherwise, the Company will deem that the Notification of Intention to Exercise Rights has expired without being exercised and will send the money the Company received together with the Warrant or the Warrant Substitute to the Warrant Holder via registered mail with return receipt within 14 days from the day following

each exercise date, without interest in any case. However, the Holder of the 3rd Period Warrant may resubmit the intention to exercise the Rights on the due date for the next exercise, except in the case of the last exercise, in which case the Rights will be deemed expired and cannot be exercised again.

In the event that the exerciser of the 3rd Warrant fails to pay the full amount for the shares and/or taxes, the Company has the right to take any of the following actions as the Company deems appropriate:

(a) The notification of intention to exercise the right is deemed to have expired without being exercised; or

(b) The number of ordinary shares subscribed for is deemed to be equal to the amount to be received according to the amount of money actually paid for exercising the rights which the Company has received at that time or

(c) The person exercising the rights under the 3rd Warrant shall make an additional payment in the amount intended to be exercised in full within the period of notification of intention to exercise the rights. If the Company does not receive the full amount of the exercised rights and/or related taxes within the said period, the Company shall consider that the notification of intention to exercise the rights in that period has expired without being exercised.

In the event of the last exercise of rights, the Company shall proceed only in accordance with paragraph (b).

In the event of an event under (a) or (c), only in the event that the person exercising the rights under the 3rd Warrant does not make additional payment, the Company will send the money received by the Company together with the Warrant or the replacement Warrant to the Warrant holder by registered mail with return receipt within 14 days from the day following the scheduled exercise date of each time, without interest in any case.

In the case of (b), the Company will notify the number of warrant exercised in the event that the Company deems that only a portion of the rights have been exercised, together with the remaining warrant or warrant replacements, to the third warrant exerciser via registered mail within 30 days from the day following the due date of each exercise, without interest. However, warrant that have not been exercised will remain valid until the due date of the last exercise.

(6) When the holder of the 3rd Warrant has complied with the conditions for notifying the intention to exercise the right to purchase common shares, namely, has delivered evidence showing the number of the 3rd Warrant allocated, the form for notifying the intention to exercise the right to purchase common shares, and has correctly and completely paid the subscription fee for common shares and taxes, this declaration of intention to exercise the right cannot be revoked unless written consent is received from the Company.

(7) If the holder of the 3rd Warrant does not exercise his rights within the last due date or does not fully comply with the prescribed exercise procedures, the 3rd Warrant shall be deemed to have automatically expired. The holder of such Warrant shall not be able to exercise his rights to purchase the Company's common shares.

(8) In the event that the warrant holder delivers more units of warrant than the number of units intended to be exercised, the Company will issue new warrant, specifying the number of remaining warrant units, and return them to the warrant holder by registered mail within 14 days from the date of such exercise. The Company will then proceed to cancel the original warrant.

(9) After the expiration date of each exercise of rights, the Company will submit an application to the Ministry of Commerce for registration of the change in the Company's paid-up capital within 14 days from each exercise date, in accordance with the number of newly issued ordinary shares for each exercise of rights. And when the Company has received full payment for the number of shares exercised, the Company will also register the warrant holders who have exercised their rights as ordinary shareholders of the Company in the shareholder register, in accordance with the number of ordinary shares calculated from that exercise of rights, and will also apply for registration of ordinary shares resulting from the exercise of rights under the warrant with the Stock Exchange within 30 days from each exercise date.

(10) In the event that the number of ordinary shares reserved to accommodate the exercise of rights is insufficient, the Company will compensate the warrant holders who are unable to exercise their rights in accordance with the criteria specified in Section 3. However, the Company will not compensate the warrant holders who are foreigners (whether natural persons or juristic persons) who are unable to exercise their rights due to being restricted in proportion to their shareholding in accordance with the Company's regulations, even if the Company has sufficient ordinary shares.

(11) The Board of Directors or a person assigned by the Board of Directors shall consider and determine other conditions and other details, including the necessity to issue new shares, as well as changes regarding the exercise of rights. The price and exercise ratio will be adjusted according to the appropriate calculation method when an event occurs as specified by the relevant announcement of the Capital Market Supervisory Board.

(12) In delivering the common shares that the warrant holder receives from exercising the rights, the name specified on the common shares must match the name that appears in the form of notification of intention to exercise the rights to purchase the Company's shares. The Company will deliver the common shares to the warrant holder who exercises the rights to purchase the Company's shares in accordance with the method notified by the warrant holder in accordance with Section 9. The Company may agree in advance with the warrant holder that the Company will keep the common shares for the warrant holder or his/her representative to receive them in person. Such procedures will be in accordance with the methods determined by the Company.

(13) The warrant issued by the Company on this occasion do not have any provisions that allow the Company to call for the warrant holders to exercise their rights before the period specified in the warrant.

1.2.6 Exercise of rights to purchase common shares.

In exercising the right to purchase the Company's common shares, the warrant holder may exercise the right to purchase the common shares under the warrant he/she holds, all or part. For the remaining warrant that are not exercised by the last exercise date, the Company will assume that the warrant holder does not wish to exercise the rights under such warrant and that the warrant will be deemed invalid without being exercised.

1.3 Warrant, register of warrant holders and holders of rights in warrant.

1.3.1 The Warrant Registrar is responsible for issuing warrant certificates to all warrant holders.
For warrant certificates deposited with the Securities Depository Center, the Registrar must list "Securities Depository Center" as the replacement warrant holder in the warrant holder register. The Registrar will issue warrant certificates or replacement warrant certificates in the form prescribed by the Securities Depository Center.

1.3.2 The Warrant Registrar shall have the duty under the appointment contract to prepare and maintain the Warrant Holders Register until all Warrant have been exercised to purchase the Company's underlying shares or until the expiration of the Warrant' term (as the case may be).

1.3.3 Warrant holders.

1.3.3.1 Warrant holders in general cases: Rights in warrant will be divided into the persons or juristic persons whose names appear as owners of warrant in the number specified in the warrant holder register at that time or on the day before the first day of closing the register for suspending the transfer of warrant (the day before the first day of posting the SP mark), unless there has been a proper transfer of warrant in accordance with Section 1.4 on the day before the closing date of the relevant register above, in which case the rights in warrant will be divided into the transferee of the warrant instead.

1.3.3.2 Warrant holders: In the case where the Securities Depository Center is the holder of the warrant on behalf of the Securities Depository, the rights in the warrant will fall to a person or juristic person that the Securities Depository Center has been notified in writing by the Securities Depository Center that they are the holder of the rights in the number as notified by the Securities Depository Center to the Securities Depository Center. Such number must not exceed the total number of warrant in the name of the Securities Depository Center as shown in the warrant holder register at that time or as of the day before the first day of closing the register for suspending the transfer of warrant (the day before the first day of posting the SP mark).

1.3.4 When the Securities Depository Center notifies the Warrant Registrar, the Registrar is required to issue warrant to the holders deposited with the Securities Depository Center and register such holders as holders of warrant in the warrant holder register in the number notified by the Securities Depository Center. Upon completion of the warrant issuance and registration, the Warrant Registrar will correct the total number of warrant registered in the warrant holder register in the name of the Securities Depository Center by deducting the number of warrant separately registered in the name of the holder. If the Warrant Registrar fails to correct this total number for whatever reason, the total number of warrant shall be deemed to have decreased by the number of warrant separately issued and registered in the name of that holder.

1.4 Transfer of Warrant.

1.4.1 The transfer of warrant that are not deposited with the Securities Depository Center shall be in accordance with the following criteria:

(a) Form of Warrant Transfer between the Transferor and the Transferee

A transfer of warrant shall be completed when the transferor, whose name is recorded in the Warrant Register as the owner of the number of warrant to be transferred, or the last transferee (as applicable), has completed the endorsements certifying the continued transfer and has delivered the warrant with the endorsements certifying the transfer to the transferee.

1) The result of the transfer of the warrant between the transferee and the company.

   The transfer of warrant shall be effective for the Company only after the Warrant Registrar has received the request for registration of the transfer of warrant together with the warrant on which the transferee has signed his/her name as the transferee on the back of the warrant in full.

2) The effect of the transfer of the warrant between the transferee and an outsider.

   The transfer of a warrant shall be effective against a third party only after the Warrant Registrar has registered the transfer of the warrant in the Warrant Holders' Register.

(b) An application for registration of a transfer of warrant must be made at the head office of the Registrar of Warrant during the Registrar's business hours and in accordance with the form and procedures prescribed by the Registrar. The applicant for registration must submit a signed warrant in full in accordance with the criteria in Section 1.4.1(a) together with other evidence confirming the correctness and completeness of the transfer and receipt of the transfer of warrant as prescribed by the Registrar.

(c) The Warrant Registrar shall register the transfer in the Warrant Holders' Register and certify the transfer on the Warrant within 7 business days from the date of receipt of the registration application and related supporting documents (in cases where a new Warrant is not required to be issued) or within 15 business days from the date of receipt of the registration application and related supporting documents (in cases where a new Warrant is required to be issued).

(d) The Registrar of Warrant reserves the right to refuse to process a request for registration of a transfer if he or she considers that the transfer is contrary to law or violates any restrictions on the transfer of warrant (if any), and must notify the applicant for registration within 7 days from the date of receipt of the request for registration and related supporting documents.

1.4.2 For the transfer of warrant deposited with the Securities Depository Center, it shall be carried out in accordance with the regulations of the Stock Exchange, the Securities Depository Center, and relevant regulatory agencies.

2. Reservation, sale and allocation.

(1) Method of offering warrant.

This offering of the Company's warrant will not be made through distributors and underwriters.

(2) Method of allocating warrant.

The Company will allocate no more than 545,657,086 warrants to the Company's existing shareholders who have subscribed and been allocated additional ordinary shares issued and offered to existing shareholders in proportion to their shareholdings (Right Offering). Shareholders who will be entitled to receive the warrant must be shareholders whose names appear in the shareholder register as of March 14, 2025 (Record Date) and who have subscribed and been allocated additional ordinary shares issued and offered to existing shareholders in proportion to their shareholdings, at an allocation ratio of 3 additional ordinary shares to 3 warrant units (in the case of fractions, they shall be rounded down) without charge (zero baht).

(3) Method of delivery of warrant.

The Company will appoint the Securities Depository Center as the registrar of the warrant and the Company will deliver the warrant to the existing shareholders who subscribe to the Company's additional common shares as detailed below.

(1) In the event that the warrant allottee does not have a trading account with a securities company, the Company will arrange for the warrant registrar to deliver the warrant in the number allocated to the allottee by registered mail with return receipt requested to the name and address specified in the Company's shareholder register as of March 14, 2025 (Record Date) within 15 business days from the date of issuance of the warrant. In this case, the warrant allottee will not be able to sell the allotted warrant on the stock exchange until the warrant have been received.

(2) In the event that the warrant allottee has a trading account with a securities company, the Company will arrange for the warrant registrar to deliver the warrant in the amount allocated to the allottee by transferring the warrant into the securities trading account of the allotted shareholder as shown in the Company's shareholder register as of March 14, 2025 (Record Date) within 7 business days from the date of issuance of the warrant via the scripless trading system. In this case, the warrant allottee will be able to sell the allotted warrant on the Stock Exchange as soon as the Stock Exchange allows the Company's warrant to be traded on the Stock Exchange.

(3) In the case where the allocated warrant holders deposit the warrant into the issuer company's securities account, member number 600, the company will arrange for the warrant registrar to deliver the allocated warrant to the recipients by transferring the allocated warrant into the issuer company's account, member number 600, within 7 business

days from the issuance date of the warrant. If the allocated warrant holders wish to sell the warrant, they must withdraw the warrant from account 600 through a securities company, which may charge a processing fee as specified by the Thailand Securities Depository (TSD) and/or the respective securities company. In this case, the warrant holders will be able to sell the allocated warrant on the Stock Exchange immediately upon the Stock Exchange granting approval for the company's warrant to be traded. This is subject to the condition that the warrant holders have completed the withdrawal of the warrant from account 600 as stated above.

3. Compensation for damages in case the company is unable to provide common shares to accommodate the exercise of rights.

Under the conditions of Clause 11.3, the company shall compensate the warrant holders for damages as detailed below.

(1) **Compensation for damages.**

The company shall compensate the warrant holders when the warrant holders have expressed their intention to exercise their rights each time and have fully complied with the specified conditions. However, if the company is unable to provide common shares to fully accommodate the exercise of the warrant according to the specified amount, the compensation payable by the company to the warrant holders can be calculated as follows:

Compensation per 1 warrant unit = B × [MP – EP]

Where:

- B = The number of common shares that cannot be provided and/or increased according to the adjusted exercise ratio per 1 warrant unit.
- MP = The weighted average market price of the company's common shares over the 7 consecutive trading days prior to the exercise date each time the warrant holder expresses the intention to exercise the right. (The weighted average price is calculated as the total trading value of the company's shares divided by the total number of shares traded.)
- EP = The exercise price or the adjusted exercise price of the warrant according to the terms of rights adjustment specified in Clause 4.2.

In the event that the "market price per share of the company's common shares" cannot be determined because the common shares are not traded on the exercise date, the company shall set a fair price to be used for the calculation instead.

(2) **Payment of compensation.**

The company shall pay the above compensation by issuing a crossed cheque payable only to the warrant holder and will send it by registered mail within 14 days from each exercise date, without interest. If the company is unable to refund the subscription money to the warrant holders within the specified period, the company shall pay interest to the warrant holders at a rate of 7.5% per annum, calculated on the compensation amount from the day after the 14-day period until the warrant holder receives the refund. However, in any case where a refund cheque for the compensation has been sent by registered mail to the correct address stated in the warrant exercise notice, it shall be deemed that the warrant holder has rightfully received the refund, and the warrant holder shall have no right to claim interest or any further damages.

Furthermore, in the case where the warrant holder is a foreigner exercising the right to subscribe for common shares but is unable to do so because the foreign ownership ratio at that time exceeds 49% of the total paid-up shares as specified in the common share transfer restrictions, the company shall not compensate or take any action for the foreign warrant holder. Such foreign warrant holders shall have no right to claim damages or any compensation from the company. However, the warrant shall remain valid until the final exercise date. If, on the final exercise date, the foreign warrant holder still cannot exercise the rights due to the foreign ownership ratio exceeding the limit specified in the share transfer restrictions, the warrant shall be deemed expired. The foreign warrant holder shall have no right to claim damages from the company, and the company shall not be liable to pay any compensation arising from this.

4. Conditions for Adjustment of Warrant Rights.

The company shall adjust the exercise price and the exercise ratio for purchasing common shares throughout the life of the warrant upon the occurrence of any of the following events. The purpose of these adjustments is to protect the benefits of the warrant holders from being diminished:

(1) In the event that the company alters the par value of its ordinary shares as a result of a share consolidation or a share split. The adjustment to the exercise price and exercise ratio shall take effect as long as the par value is effective and published through the electronic disclosure system of the Stock Exchange. The exercise price shall be adjusted according to the following formula:

a. The exercise price shall be adjusted using the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times \text{Par 1}}{\text{Par 0}}$$

b. The exercise ratio shall be adjusted using the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times \text{Par 0}}{\text{Par 1}}$$

Where:

- Price 1 means the new exercise price after the adjustment.
- Price 0 means the exercise price before the adjustment.
- Ratio 1 means the new exercise ratio after the adjustment.
- Ratio 0 means the exercise ratio before the adjustment.
- Par 1 means the par value of common shares after the adjustment.
- Par 0 means the par value of common shares before the adjustment.

(2) When the company offers to sell its common shares to existing shareholders and/or the general public and/or specific investors at a net price per share of newly issued common shares that is lower than 90% of the "market price per share of the company's common shares."

The adjustment to the exercise price and the exercise ratio shall take effect immediately from the first day on which the buyers of the company's common shares are no longer entitled to subscribe to the newly issued common shares (i.e., the first day the Stock Exchange of Thailand posts the XR sign), in the case of an offering to existing shareholders (Rights Issue); and/or the first day of the offering of newly issued shares in the case of an offering to the public; and/or an offering to specific persons, as the case may be.

"The "net price per share of the newly issued common shares" is calculated as the total proceeds received by the company from the share offering, minus any expenses incurred from the issuance (if any), divided by the total number of newly issued common shares.

"The "market price per share of the company's common shares" is defined as the total trading value of the company's common shares divided by the total number of shares traded on the Stock Exchange during the 15 consecutive trading days prior to the "calculation date."

"The "calculation date" refers to: The first day that purchasers of common shares are not entitled to subscribe for the newly issued shares (i.e., the XR date), in the case of a Rights Issue; And/or the first day of the offering of newly issued shares in the case of an offering to the public or specific investors, depending on the case.

In the event that the "market price per share of the company's common shares" cannot be determined due to no trading activity during the specified period, the company shall determine a fair price to be used in the calculation instead.

Moreover, in the case where common shares are offered at more than one offering price simultaneously, and the subscription conditions require joint subscription, all offering prices shall be used in calculating the "net price per share of the newly issued common shares." However, if such offerings are not subject to joint subscription conditions, only the offering prices that are lower than 90% of the "market price per share of the company's common shares" shall be used in the adjustment calculation.

(a) The exercise price shall be adjusted using the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(A \times MP) + BY]}{[MP \times (A + B)]}$$

(b) The exercise ratio shall be adjusted using the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [MP \times (A + B)]}{[(A \times MP) + BY]}$$

Where:

- Price 1 means the new exercise price after the adjustment.
- Price 0 means the original exercise price before the adjustment.
- Ratio 1 means the new exercise ratio after the adjustment.
- Ratio 0 means the original exercise ratio before the adjustment.
- MP refers to the "market price per share of the company's common stock."
- A refers to the number of fully paid-up common shares as of the day prior to the book closing date for the right to subscribe to newly issued common shares in the case of an offering to existing shareholders, and/or the day prior to the first offering date in the case of a public offering, and/or in the case of a private placement, as applicable.
- B refers to the number of newly issued common shares offered to existing shareholders and/or the public and/or private placement investors.
- BY refers to the total proceeds received after deducting any expenses (if any) from the issuance of any securities that grant the right to convert into, or be exchanged for, or purchase common shares, offered to existing shareholders and/or the public and/or private placement investors, together with the proceeds to be received from the exercise of such conversion, exchange, or purchase rights.

(3) When the Company offers any newly issued securities to existing shareholders and/or the general public and/or specific investors, where such securities grant the holders the right to convert into or exchange for common shares, or the right to purchase common shares (e.g., convertible debentures or warrant to purchase common shares), and the price per share of the newly issued common shares to support such rights is lower than 90% of the "market price per share of the Company's common shares."

The adjustment of the exercise price and the exercise ratio shall take effect immediately from the first day on which purchasers of the company's common shares are no longer entitled to subscribe for the newly issued shares (i.e., the first day the Stock Exchange of Thailand posts the XR sign) in the case of an offering to existing shareholders (Rights Offering); and/or the first day of the offering in the case of an offering to the general public; and/or an offering to specific persons, as the case may be.

"The "net price per share of the newly issued common shares" is calculated by taking the total amount of proceeds the company will receive from the offering, deducting any expenses arising from the issuance (if any), and dividing by the total number of newly issued common shares.

"The "market price per share of the company's common shares" refers to the total trading value of the company's common shares divided by the total number of shares traded on the Stock Exchange during a period of 15 consecutive trading days prior to the "calculation date."

The "calculation date" refers to the first day on which purchasers of the company's common shares are not entitled to subscribe for the newly issued shares (the XR date), in the case of a Rights Offering; and/or the first offering day of the newly issued shares, in the case of a public offering or private placement, as applicable.

In the event that the "market price per share of the company's common shares" cannot be determined because there was no trading activity during the relevant period, the company shall determine a fair price to be used in the calculation instead.

Moreover, in the case where common shares are offered at more than one offering price simultaneously under conditions that require joint subscription, all offering prices shall be included in the calculation of the net price per share of the newly issued common shares. However, if such offerings are not subject to joint subscription conditions, only the offering prices that are lower than 90% of the market price per share of the company's common shares shall be used in the adjustment calculation.

(a) The exercise price shall be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times [(A \times MP) + BY]}{[MP\,(A + B)]}$$

(b) The exercise ratio shall be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times [MP\,(A + B)]}{[(A \times MP) + BY]}$$

Where:

- Price 1 means the new exercise price after the adjustment.
- Price 0 means the original exercise price before the adjustment.
- Ratio 1 means the new exercise ratio after the adjustment.
- Ratio 0 means the original exercise ratio before the adjustment.
- MP refers to the "market price per share of the Company's common shares."
- A refers to the number of fully paid-up common shares as of the day prior to the book closing date for the right to subscribe for newly issued common shares in the case of an offering to existing shareholders, and/or the day prior to the first offering date of newly issued common shares in the case of a public offering, and/or in the case of a private placement, as the case may be.
- B refers to the number of newly issued common shares offered to existing shareholders and/or to the general public and/or through a private placement, as the case may be.
- BY refers to the net proceeds (after deducting any related expenses, if any) received from the issuance of any securities that confer the right to convert into, exchange for, or purchase common shares, offered to existing shareholders and/or to the general public and/or through a private placement, together with the proceeds to be received from the exercise of such rights to convert, exchange, or purchase common shares.

(4) When the company pays a dividend, in whole or in part, in the form of newly issued common shares to its shareholders, the exercise price and the exercise ratio shall be adjusted immediately from the first day that purchasers of the common shares are not entitled to receive the stock dividend (i.e., the first day the XD sign is posted).

(a) The exercise price shall be adjusted according to the following formula:

$$\text{Price 1} = \frac{\text{Price 0} \times A}{A + B}$$

(b) The exercise ratio shall be adjusted according to the following formula:

$$\text{Ratio 1} = \frac{\text{Ratio 0} \times (A + B)}{A}$$

Where:

- Price 1 means the new exercise price after adjustment.
- Price 0 means the exercise price before adjustment.
- Ratio 1 means the new exercise ratio after adjustment.
- Ratio 0 means the exercise ratio before adjustment.
- A means the number of fully paid common shares as of the day before the record date for shareholders entitled to receive dividend shares.
- B means the number of newly issued common shares as dividend shares.

(5) When the company pays cash dividends exceeding 90% of the net profit according to the company's standalone financial statements, after deducting corporate income tax and legal reserves, for any accounting period, whether the dividend is paid from operations or accumulated profit throughout the life of the warrant. The adjustment of exercise price and exercise ratio will take effect immediately from the first date that the common shareholders are not entitled to receive the cash dividend (the first day the stock is marked XD). The company will consider the adjustment based on the annual dividend payment and will not adjust for interim dividends. The adjustment will be calculated only once per year based on the annual dividend (including any interim dividends paid during the accounting year). If interim dividends are paid, the company will disclose relevant information to the warrant holders.

"The percentage of dividends paid to shareholders" is calculated by dividing the actual dividends paid, whether from the company's operating results in each fiscal year or from retained earnings, by the net profit according to the company's standalone financial statements after corporate income tax for the same fiscal year. Such actual dividends shall include interim dividends paid during that fiscal year.

"The calculation date" refers to the first date on which purchasers of the company's ordinary shares are no longer entitled to receive dividends (i.e., the first date the Stock Exchange marks the shares with the XD sign).

(a) The exercise price shall be adjusted according to the following formula:

$$\text{Price 1} = \text{Price 0} \times \frac{[MP-(D-R)]}{MP}$$

(b) The exercise ratio shall be adjusted according to the following formula:

$$\text{Ratio 1} = \text{Ratio 0} \times \frac{MP}{[MP-(D-R)]}$$

Where:

- Price 1 means the new exercise price after the adjustment.
- Price 0 means the original exercise price before the adjustment.
- Ratio 1 means the new exercise ratio after the adjustment.
- Ratio 0 means the original exercise ratio before the adjustment.
- MP refers to the "market price per share of the Company's common shares."
- D refers to the dividend per share paid to shareholders.
- R refers to the dividend per share calculated by dividing 90% of the net profit (after corporate income tax) based on the Company's separate financial statements by the total number of shares entitled to receive dividends.

Note: The definition of "market price per share of the Company's ordinary shares" is the same as stated in item (2).

(6) In the event that any circumstance causes the warrant holders to lose their entitled rights or benefits, or causes the benefits or returns which the warrant holders would otherwise receive upon exercising their rights under the warrant to be diminished, and such circumstance is not specified under items (1) to (5), The Company shall consider, or may appoint a financial advisor, to jointly determine a fair adjustment to the exercise price and/or the exercise ratio (or to adjust the number of warrant units instead of the exercise ratio), in a manner that does not diminish the rights of the warrant holders. The result of such consideration shall be deemed final. The Company will notify the warrant holders through the electronic information disclosure system of the Stock Exchange of Thailand immediately, or prior to the

effective date of the adjustment to the exercise price and/or exercise ratio, and will notify the Securities and Exchange Commission (SEC) within 15 days from the date of the event that triggered the adjustment.

(7) The calculations of the adjustments to the exercise price and the exercise ratio under clauses (1) to (6) shall be conducted independently. In the case where multiple events occur simultaneously, the adjustments shall be calculated in the following order: Clause (1) ⟶ (5) ⟶ (4) ⟶ (2) ⟶ (3) ⟶ (6). For each step of the adjustment, the resulting exercise price and exercise ratio shall be rounded to three decimal places.

(8) The adjustments to the exercise price and the exercise ratio under clauses (1) to (6) shall not result in an increase of the new exercise price and/or a decrease in the exercise ratio, except in the case of a share consolidation. If the number of ordinary shares resulting from the exercise of warrant (calculated based on the new exercise ratio rounded to three decimal places) results in fractional shares, such fractions shall be disregarded. Similarly, if the product of the new exercise price (rounded to three decimal places) and the number of ordinary shares to be exercised results in a fraction of a Baht, the fractional amount in Baht shall also be disregarded.

(9) For any adjustment to the exercise price and/or exercise ratio under the aforementioned conditions, the Company shall notify the Office of the Securities and Exchange Commission (SEC) with details of the calculation method and the reasons for the adjustment, including the newly determined exercise price and ratio, a summary of the event causing the adjustment, the calculation method, and the effective date of such adjustment. This notification shall be made within 15 days from the date of the event requiring the adjustment. The Company shall also immediately disclose the details of such changes through the electronic information dissemination system of the Stock Exchange of Thailand, or on the effective date of the change, as per the timing and method specified in these terms and conditions.

(10) The Company shall not extend the maturity of the warrant and shall not amend the exercise price or exercise ratio except where such amendments result from adjustments in accordance with the specified conditions.

(11) The Company may adjust the exercise price in conjunction with the issuance of new warrant instead of adjusting the exercise ratio. If additional shares need to be issued to support the adjustment, the Company must submit a shareholders' resolution approving the issuance of such additional shares to the SEC prior to the adjustment, in which case the Company shall be deemed authorized to offer the additional shares.

(12) In the event that any adjustment causes the new exercise price to fall below the par value of the Company's ordinary shares, the exercise price shall be set at the par value, unless otherwise required by law. However, the new exercise ratio shall be as calculated under clauses (1) to (6).6)

5. **Status of Warrant During the Period Between the Date the Warrant Holder Declares the Intention to Exercise Rights.**

The status of the warrant during the period between the date the warrant holders declare their intention to exercise their rights and the day prior to the registration of the paid-up capital increase with the Ministry of Commerce resulting from the exercise of such warrant shall be the same as the status and rights of warrant that have not yet declared the intention to exercise their rights. This status shall terminate on the date the Ministry of Commerce registers the paid-up capital increase arising from the exercise of such warrant. In the event that the Company adjusts the exercise price and/or exercise ratio during the period before the Company registers the common shares issued from the exercise of the warrant with the Ministry of Commerce, warrant holders who have already exercised their rights shall be entitled to a retroactive adjustment of their rights. The Company shall promptly issue additional common shares to such warrant holders according to the number of shares they are entitled to receive, provided that the adjusted price is effective. The additional common shares may be delivered later than the common shares previously issued but shall not be delayed by more than 15 business days from the date of the rights adjustment.

6. Rights of the Newly Issued Common Shares Arising from the Exercise of Warrant

The rights of the common shares issued upon the exercise of warrant issued in this offering shall be identical to those of the Company's existing common shares previously issued, including the rights to receive dividends or any other benefits allocated to shareholders by the Company. Such rights shall take effect from the date the Company's registrar records the warrant holders as shareholders in the Company's share register and the Ministry of Commerce completes the registration of the paid-up capital increase. However, if the Company has declared a record date for the entitlement to dividends or other benefits for shareholders prior to the date the Company's registrar records the warrant holders from this offering as shareholders in the share register, and prior to the registration of the paid-up capital increase by the Ministry of Commerce, the warrant holders shall not be entitled to receive such dividends or other benefits.

7. Resolution to Approve the Issuance of Common Shares to Support the Exercise of Warrant — Third Time

At the Annual General Meeting of Shareholders of the Company held on April 17, 2025, a resolution was passed to approve the issuance of no more than 545,657,086 units of warrant, designated as UREKA-W3, to be allocated to existing shareholders who subscribed for and were allocated newly issued common shares offered through a rights offering in proportion to their shareholding. The warrant will be issued at a ratio of 3 newly issued common shares per 3 units of UREKA-W3 warrant, free of charge (offering price per unit is THB 0). The exercise price for the purchase of common shares under the warrant is set at THB 2.00 per share, with an exercise period of 2 years.

8. Details of Newly Issued Shares to Support the Warrant

The number of newly issued common shares to support the warrant issued and offered to the Company's existing shareholders who subscribed for and were allocated the newly issued common shares offered through a rights offering in proportion to their shareholding.	Not exceeding 545,657,086 units.
The ratio of the number of shares supporting the exercise of rights to the total issued and outstanding shares of the Company.	= (Number of common shares supporting the exercise of warrant issued this time + Number of common shares supporting the exercise of convertible debentures and warrant previously issued) × 100 / (Total issued and outstanding shares of the Company + Number of shares issued in the rights offering alongside the warrant this time) = 545,657,086 shares / (1,818,856,954 shares + 545,657,086 shares) = 23%
Par Value	Baht 0.25 per share
Exercise Price	THB 2.00 per share, unless there is an adjustment to the exercise price in accordance with the terms and conditions of the rights adjustment.

Since the Company's common shares are listed securities on the Stock Exchange of Thailand, the newly issued common shares resulting from the exercise of warrant can be traded on the Stock Exchange only after the Company has completed the registration of such newly issued shares with the Stock Exchange. The Company shall promptly apply for permission to list the newly issued common shares from the exercise of warrant on the Stock Exchange, but in no event later than 30 days from the date of each exercise, so that these newly issued shares can be traded on the Stock Exchange on equal footing with the Company's existing common shares.

9. Issuance and Delivery of Newly Issued Common Shares.

Regarding the Exercise of Rights to Purchase Ordinary Shares of the Company under Warrant, the warrant holders, or holders of warrant certificates exercising their rights to purchase ordinary shares of the Company, may choose one of the following options for the Company's handling of the shares:

(1) In the case that the warrant holder who has been allocated shares wishes to receive physical share certificates issued in their name, the Thailand Securities Depository (TSD) will deliver the share certificates for the number of shares exercised via registered mail to the name and address specified in the warrant register within 15 business days from the date of each exercise. In this case, the warrant holder will not be able to sell the newly issued ordinary shares on the Stock Exchange of Thailand until the share certificates are received, which may occur after the shares have been approved for trading on the stock exchange.

(2) In the case that the warrant holder who has been allocated shares does not wish to receive physical share certificates, but instead wishes to utilize the services of the Thailand Securities Depository, and deposit the newly issued ordinary shares into the securities trading account maintained with a securities company: In this case, the TSD will deposit the exercised shares into the account "Thailand Securities Depository Company Limited for Depositors." The TSD will record the number of shares deposited in the account of the respective securities company, and the securities company will then record the shares in the warrant holder's trading account and issue a deposit confirmation to the warrant holder within 7 business days from the exercise date. In this scenario, the warrant holder will be able to sell the shares immediately upon the Stock Exchange of Thailand approving them for trading. However, the name of the warrant holder must exactly match the name of the trading account holder where the shares are to be deposited. If the names do not match, the Company reserves the right to issue physical share certificates to the warrant holder as outlined in option (a) instead.

(3) In the case that the warrant holder who has been allocated shares does not wish to receive physical share certificates, but wishes to deposit the shares into the account of the securities issuer, account number 600:

In this case, the Company will deposit the newly issued shares with the TSD, and the TSD will record the shares in the issuer's account (account number 600) and issue a deposit confirmation to the warrant holder within **7 business days** from the exercise date.

If the shareholder later wishes to sell the shares, they must transfer the shares out of account 600 by contacting a general securities company. This process may involve fees as specified by the TSD and/or the relevant securities company. Therefore, in this case, the shareholder will be able to sell the shares on the Stock Exchange once (i) the Stock Exchange permits the shares to be traded and (ii) the shares have been transferred out of account 600.

10. Procedures in Case of Remaining Ordinary Shares from the Exercise of Warrant.

In the event that there are remaining ordinary shares after the exercise of warrant, the Board of Directors shall propose to the shareholders' meeting to consider a reduction of the registered capital by the amount of such remaining shares, in accordance with the applicable laws.

11. Restrictions on the Transfer of Warrant, Restrictions on the Transfer of Ordinary Shares Arising from the Exercise of Warrant, and Restrictions on the Exercise of Rights under the Warrant.

11.1Restrictions on the Transfer of Warrant.

The Company does not impose any restrictions on the transfer of its warrant, except in the event that the transfer occurs during the book closure period for the suspension of warrant transfers, which shall be 21 days prior to the final exercise date, during which the Stock Exchange of Thailand (SET) will post the SP (suspension of trading) sign 2 business days prior to the book closure date, or in the case where the book closure is made to determine the rights of warrant holders to attend a warrant holders' meeting, in which case the book closure period shall not exceed 14 days, and the Company shall register the warrant issued and offered to existing shareholders under this issuance as listed securities on the Stock Exchange of Thailand or on the stock exchange on which the Company's ordinary shares are listed at that time.

11.2 Restrictions on the Transfer of Ordinary Shares Arising from the Exercise of Warrant.

According to Article 10 of the Company's Articles of Association, the Company's shares are freely transferable. However, the total number of shares held by foreign shareholders at any given time must not exceed 49% of the total issued shares. Any transfer of shares that would result in the foreign shareholding ratio exceeding the aforementioned limit may be rejected by the Company. In the event that, for any reason, a transfer of shares causes the total number of shares held by non-Thai nationals to exceed the limit specified in the Articles of Association, the Company shall notify the transferee to promptly dispose of the excess shares that resulted in the breach of the foreign ownership limit.

11.3 Restrictions on the Exercise of Rights under the Warrant.

(1) The Company shall not issue ordinary shares to a warrant holder who is a foreign national if such issuance would result in the proportion of foreign shareholding exceeding 49 percent of the total number of issued shares, as specified in Article 10 of the Company's Articles of Association or any other ratio that may be amended in the future.

(2) If the aforementioned transfer restriction prevents a warrant holder or holder of a warrant substitute who is not of Thai nationality from exercising the rights to subscribe for ordinary shares, whether in whole or in part, as specified in the notice of intention to exercise such rights, the Company shall return the warrant or warrant substitutes and the excess subscription payment corresponding to the portion of the rights that could not be exercised, without interest, to the non-Thai warrant holder or holder of a warrant substitute by registered mail within 14 days from the relevant exercise date.

(3) Non-Thai warrant holders or holders of warrant substitutes shall not be entitled to any compensation from the Company in the event that they are unable to exercise their rights due to the foreign shareholding restriction set forth in the Company's Articles of Association.

(4) In the event that a non-Thai warrant holder or holder of a warrant substitute is unable to exercise the rights to subscribe for ordinary shares due to the transfer restrictions outlined in item (1), such holder may carry forward the unexercised portion of the warrant and exercise it during any subsequent exercise period, until the final exercise date, provided that such exercise does not violate the Company's foreign shareholding restrictions. However, if on the final exercise date, the non-Thai warrant holder or holder of a warrant substitute remains unable to exercise the rights due to foreign shareholding limitations, the warrant shall be deemed expired, and the non-Thai warrant holder shall have no right to claim any damages or compensation from the Company whatsoever.

12. Basis for the Determination of the Offering Price of the Securities.

There is no offering price for the warrant as they are issued without charge. However, the Company has considered the exercise price to be in line with the intended objectives, which are to support the Company's existing business operations and to serve as a source of funding for investments in new high-growth potential projects and/or expansion projects derived from existing ones. The investment conditions shall be in accordance with the Company's investment policy framework. The proceeds will also be used to support the working capital requirements of the Company and its subsidiaries. In the event that all warrant holders exercise their rights to purchase the Company's ordinary shares, the Company will receive total proceeds of THB 1,091,314,172 from this warrant issuance.

13. Meeting of Warrant Holders.

The calling and/or holding of a meeting of warrant holders shall be conducted in accordance with the following procedures:

(1) The Company may call a meeting of warrant holders at any time. Alternatively, no fewer than 25 warrant holders, holding in aggregate not less than 25 percent of the outstanding unexercised warrant at that time, may jointly submit a written request for the Company to call a meeting. In such a case, the Company shall convene the meeting within 30 days from the date of receipt of the written request. In the event of a warrant holders' meeting, the Company shall close the warrant holders' register book to determine the rights of warrant holders to attend and vote at the meeting for a period not exceeding 14 days prior to (and including) the meeting date.

(2) Whether the meeting is convened by the Company or by the warrant holders, the Company shall prepare and send a written notice of the meeting specifying the venue, date, time, the party requesting the meeting, and the agenda items to be considered. This notice shall be sent via registered mail to each warrant holder (whether partially or wholly unexercised), based on the names and addresses in the warrant holders' register book as of the book closure date, not less than 7 days before the meeting date (excluding the mailing date and the meeting date). The Company shall also publish the notice through the Stock Exchange of Thailand's electronic disclosure system.

(3) At a meeting of warrant holders, warrant holders who have not exercised their rights or have partially exercised their rights and are entitled to attend and vote may appoint a proxy to attend the meeting and vote on their behalf. Such warrant holders must execute a proxy form in the format prescribed by the Company and submit the proxy document to the chairman of the meeting or the person designated by the chairman before the meeting begins.

Warrant holders entitled to vote at the warrant holders' meeting mean warrant holders who have not exercised their rights or have partially exercised their rights in the Company at that time, excluding any warrant holder who has a vested interest in any matter under consideration by the meeting. Such warrant holders are prohibited from voting on that particular matter.

A warrant holder with a vested interest under this clause means a warrant holder who has a conflict of interest regarding the matter being considered for resolution at the meeting.

(4) In voting, each warrant holder shall have one vote per warrant unit held. One warrant unit entitles the holder to one vote. The chairman of the meeting shall not have the right to vote, except for votes held in their capacity as a warrant holder or proxy.

(5) At a warrant holders' meeting convened by the Company, the Chairman of the Board of Directors or a person delegated by the Chairman shall act as the chairman of the meeting. In the event that the warrant holders act as the meeting conveners, the chairman of the meeting may be a person selected by a resolution of the warrant holders other than the Chairman of the Board or a person delegated by the Chairman. In both cases, the chairman of the meeting shall have no casting vote.

(6) The quorum for the meeting of warrant holders must consist of warrant holders who have not yet exercised their rights or have partially exercised their rights, and/or proxies attending the meeting, totaling no less than 25 individuals holding warrant that together represent no less than 50 percent of the total outstanding units of warrant that have not yet been exercised. Only then shall the meeting be considered to have a quorum. If, after a 45-minute delay from the scheduled meeting time, the quorum of warrant holders and/or proxies is not met, the meeting shall be considered adjourned. If the warrant holders' meeting was convened by a resolution of the company's board of directors, a new meeting shall be scheduled within not less than 7 days but not more than 14 days from the date of the original warrant holders' meeting. The company shall send the meeting invitation letters to all warrant holders according to the details and methods specified above. For this subsequent meeting, the quorum requirement shall be waived, meaning that the meeting shall be considered to have a quorum regardless of the number of warrant holders present. In the case where the warrant holders themselves request the meeting, no new meeting shall be convened.

(7) The resolution of the warrant holders' meeting must be supported by votes of not less than half of the outstanding warrant units that have not yet been exercised at that time, represented by those present and entitled to vote.

(8) Any resolution passed at the warrant holders' meeting shall be binding on all warrant holders, regardless of whether they attended the meeting.

(9) Any resolution passed by the warrant holders' meeting shall be binding on all warrant holders, regardless of whether they attended the meeting or not.

(10) The company shall prepare and record the minutes of the meeting and keep such records at the company's headquarters. The minutes, signed by the chairman of the meeting, shall be considered full and conclusive evidence of all activities conducted during the meeting. The company shall submit the minutes to the Stock Exchange and the Securities and Exchange Commission (SEC) within 14 days from the date of the warrant holders' meeting.

(11) At the warrant holders' meeting, the company or its authorized representatives, as well as the company's legal advisors, have the right to attend the meeting to express opinions or provide explanations during the meeting.

(12) The company shall bear all expenses related to the organization of the warrant holders' meeting.

(13) The company shall amend the terms and conditions of the rights in accordance with the resolution passed at the warrant holders' meeting from the date of such meeting. The company shall notify the Securities and Exchange Commission (SEC) and the Stock Exchange of Thailand in writing of the amendments within 15 days from the date of such amendments.

(14) In the event that the meeting cannot be held within the validity period of the warrant, it shall be deemed that the meeting process has ended and no meeting was convened.

14. Amendment of the Rights and Conditions of the Warrant.

14.1 Reason for the Amendment and Supplementation of the Terms and Conditions of the Rights.

The company may amend or supplement the terms and conditions of the rights when there are reasons or when it is found that events may cause obstacles to the implementation of the terms and conditions of the rights, without the need to obtain approval from the warrant holders' meeting in the following cases:

(1) Amendments or changes to the terms and conditions of the rights to comply with the provisions or criteria prescribed in the securities and exchange laws, other relevant laws, rules, regulations, notifications, or orders issued by the Securities and Exchange Commission (SEC), the Capital Market Supervisory Board, and/or the Stock Exchange of Thailand.

(2) Amendments or changes to the terms and conditions of the rights concerning non-material rights of the warrant holders, such as amendments to non-substantive procedures for exercising rights, or matters that benefit the warrant holders, or those that do not reduce the rights of the warrant holders.

(3) Adjustments to the rights of the warrant in accordance with Clause 4.

Any amendments to the terms and conditions of the rights other than those specified in items (1), (2), and (3) above must be approved by the company and receive a resolution from the warrant holders' meeting with a vote of not less than half of the total votes of the warrant holders present and entitled to vote.

14.2Conditions for Amendments to the Terms and Conditions of the Rights.

(1) The company may amend or supplement the terms and conditions of the rights if the board of directors has considered and deemed it feasible for the company to do so in order to reduce restrictions or obstacles in implementing the existing conditions or terms. However, such amendments must not diminish the rights of the warrant holders.

(2) Any amendments to the terms and conditions of the rights must not be contrary to or inconsistent with the Securities and Exchange Act, including the provisions of the Notification of the Capital Market Supervisory Board No. TorJor. 34/2551 currently in effect, as well as any future amendments thereto, unless a waiver has been granted.

(3) Any amendments to the terms and conditions of the rights must not result in an extension of the warrant period or a change to the exercise ratio and exercise price (except in cases of rights adjustments under Clause 4)

(4) The company shall notify the Securities and Exchange Commission (SEC) and the Stock Exchange of Thailand in writing of any amendments to the terms and conditions of the rights within 15 days from the date of such amendments. The company shall also inform the warrant holders of such amendments via the Stock Exchange's electronic disclosure system on the same day the notification is submitted to the SEC and the Stock Exchange of Thailand.

15. Binding Effect of the Terms and Conditions of the Rights and Governing Law.

These terms and conditions shall be effective from the issuance date of the warrant and shall remain in force until the last exercise date. These terms and conditions shall be governed by and construed in accordance with Thai law. The interpretation and legal effect of these terms and conditions shall be subject to the provisions of Thai law. In the event that any provision of these terms and conditions is inconsistent or in conflict with any applicable law or regulation governing the warrant, such applicable law or regulation shall prevail over the conflicting provision in these terms and conditions.

-The Company's Seal-

Signed ____________________________ Authorized Director

(Miss Rinnatha Akeassavapirom)

Signed ____________________________ Authorized Director

(Mr.Decha Sakuntanakalap)

Attachment 1

Impact on Shareholders (Dilution Effects).

Dilution Effects on Shareholders Resulting from the Issuance and Offering of Newly Issued Ordinary Shares through a Rights Offering, Together with Warrant to Purchase the Company's Ordinary Shares, Are as Follows:

(1) Impact on Shareholding Proportion (Control Dilution).

In the event that all shareholders subscribe to the newly issued ordinary shares in proportion to their shareholding and exercise their rights to convert the UREKA-W3 warrant, there will be no impact on the shareholding proportion. Existing shareholders will not experience any dilution in their shareholding. However, if none of the shareholders subscribe to the newly issued ordinary shares, the company will proceed to reduce its registered capital by canceling the unsubscribed portion of the newly issued shares. As a result, the number of paid-up shares of the company will remain unchanged, and there will likewise be no impact on the shareholding proportion of existing shareholders.

If the warrant are fully exercised and the warrant holders are not existing shareholders of the company, the shareholding proportion of the existing shareholders will be diluted. The dilution can be calculated using the following formula:

Control Dilution. = Number of common shares allocated to accommodate the warrant UREKA-W3
(Total Paid-up Shares* + Newly Issued Ordinary Shares Offered+Ordinary Shares Allocated to Accommodate UREKA-W3 Warrant))

= 545,657,086 shares / (1,818,856,954 shares + 545,657,086 shares + 545,657,086 shares

= 18.75 percent

Note: *Total paid-up shares before the offering of newly issued ordinary shares

(2) Decrease in Earnings Per Share (EPS Dilution).

If all warrant are fully exercised to purchase ordinary shares, the earnings per share will decrease. The decrease can be calculated using the following formula:

EPS Dilution. = (EPS before the offering – EPS after the offering) / EPS before the offering

= (0.035 -0.019) / 0.022

= 37.50 percent

Where:

EPS before the offering. = **Net Profit / Total Paid-up Shares***

= 63,623,681 Baht / 1,818,856,954 shares

= 0.035 Baht per shares

EPS after the offering. = Net Profit** / (Total Paid-up Shares* + Newly Issued Common shares Offered+ Number of Common Shares Reserved for Warrant Exercise)

= 63,623,681 Baht / (1,818,856,954 shares+ 545,657,086 shares + 545,657,086 shares)

= 0.022 0.035 Baht per share

Note: *Total paid-up shares before the offering of newly issued ordinary shares.

**Net profit is calculated based on the consolidated financial statements for the year ended December 31, 2024

(3) Impact on Share Price (Price Dilution).

If all warrant are fully exercised to purchase ordinary shares, the share price will decrease. The decrease can be calculated using the following formula:

Price Dilution = (Market Price Before the Offering – Market Price After the Offering) / Market Price Before the Offering.

= (0.87 - 1.08) / 0.87

= -24.64 percent

Where:

Market Price Before the Offering = The weighted average market price of the company's ordinary shares for the 15 consecutive trading days prior to the Board of Directors Meeting No. 1/2025 held on February 26, 2025 (from February 4, 2025 to February 25, 2025) was 0.87 Baht per share (source: SETSMART, Stock Exchange of Thailand).

Market Price After the Offering = (Market price before the offering x Total number of paid-up shares) + (Offering price of the newly issued common shares x Number of newly issued common shares offered) + (Exercise price of the warrant x Number of common shares allocated to accommodate the exercise of the warrant) / (Total number of paid-up shares + Number of newly issued common shares offered + Number of common shares allocated to accommodate the exercise of the warrant)

= (0.87 Baht x 1,818,856,954 shares) + (0.85 Baht x 545,657,086 shares) + (2.00 Baht x 545,657,086 shares) / (1,818,856,954 shares + 545,657,086 shares + 545,657,086 shares)

= 1.08 Baht