

**JCK INTERNATIONAL PUBLIC COMPANY LIMITED**

**The Offering of Warrants to Purchase Ordinary Shares of  
JCK International Public Company Limited No. 6  
("Warrant No. 6 or JCK-W6")**

**An amount of not exceeding of 1,073,517,239 units  
Term of Warrant not exceeding 2 years  
1 warrant entitled to purchase 1 ordinary share**

Allotted to the existing shareholders of the Company whose names appear on the date of fixing the names of shareholders who are entitled to the allocation of JCK-W6 (Record Date) on  
November 6, 2020,  
at the ratio of 2 existing shares for 1 unit of JCK-W6  
(fractions will be discarded) without charge.

<p><b>Terms and Conditions governing the Rights and Obligations of the Issuer and the Holders of Warrants to Purchase Ordinary Shares of JCK International Public Company Limited No. 6 (JCK-W6)</b></p>
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Warrants to purchase ordinary shares of JCK International Public Company Limited No. 6 (“**Warrant No. 6** or **JCK-W6**”) were issued by JCK International Public Company Limited (“**the Company**” or “**the Issuer of Warrants**”), pursuant to the resolutions of the Extraordinary General Meeting of Shareholders No.1/2020 held on November 2, 2020.

The Warrant Holders are entitled to the rights as stated in the Terms and Conditions governing the Rights and Obligations of the Issuer and the Holders of Warrants to Purchase Ordinary Shares of JCK International Public Company Limited No. 6 (JCK-W6) (“**Terms**”), and the Issuer of Warrants and the Warrant Holders shall be obligated to the Terms as described herein. It shall be deemed that the Warrant Holders fully acknowledge and understand all terms and conditions set forth. The Issuer shall arrange to have a copy of the Terms and Conditions kept at its head office so that the Warrant Holders can review it during the Issuer's business hours. The Warrant Holders can also find the Terms on the website of the Stock Exchange of Thailand ([www.set.or.th](http://www.set.or.th)).

**Definition**

Terms	means	The Terms and Conditions governing the Rights and Obligations of the Issuer and the Holders of Warrants to Purchase Ordinary Shares of JCK International Public Company Limited No. 6 (JCK-W6)
The Company or the Issuer of Warrants	means	JCK International Public Company Limited
Warrants or JCK-W6	means	Name specified and transferable warrants to purchase ordinary shares of JCK International Public Company Limited No. 6
Certificate Receipts	means	Certificate Receipts issued by Thailand Securities Depository Company Limited representing the warrants to purchase ordinary shares of JCK International Public Company Limited.
Registrar of the Warrants	means	Thailand Securities Depository Company Limited
The Warrant Holders	means	The right holders of warrants to purchase ordinary shares of JCK International Public Company Limited, including the right holders of certificate receipts to purchase ordinary shares of JCK International Public Company Limited (as the case may be).

Business Day	means	Regular business day of Thai Commercial Banks, which excludes Saturday and Sunday and any other holiday announced by Bank of Thailand.
Notification No. Tor. Chor. 34/2551	means	Notification of Capital Market Supervisory Board Tor. Chor. 34/2551 Re: Application for and Approval of Offer for Sale of Newly Issued Share Warrants and Newly Issued Underlying Shares (including the amendment).
SEC	means	The Securities Exchange Commissions of Thailand
SET	means	The Stock Exchange of Thailand
TSD	means	Thailand Securities Depository Company Limited
Issue Date	means	November 12, 2020
Exercise Date	means	The date that the Warrant Holders can exercise his/her right to purchase the Company's ordinary shares as specified in 1.2.1
First Exercise Date	means	March 31, 2021
Last Exercise Date and The Maturity Date	means	November 12, 2022
Notification Period for the Exercise of Warrants	means	The period that the Warrant Holders, who wish to exercise his/her rights to purchase ordinary shares of the Company shall notify such intention during 9:00 a.m. to 4:00 p.m. of business days within 5 business days prior to each Exercise Date. In case of the last Exercise Date, the Warrant Holders shall notify such intention within 15 days prior to the last Exercise Date as specified in clause 1.2.3.
Warrant Register Book	means	Register Book or registration data recording details of the Warrant and the Warrant Holders, for instance, names and address of the Warrant Holders, transfer record, pledge record, attachment record and the issuance of new warrants pursuant to Securities and Exchange Act and relevant Notifications of the Securities and Exchange Commission, or relevant Notifications of the Office of the Securities and Exchange Commission, or relevant Notifications of the Capital Market Supervisory Board.

## **1. Features of the Warrants**

### **1.1 Details of the Warrants**

Type : Warrant to purchase ordinary shares of JCK International Public Company Limited No. 6 ("JCK-W6").

Category	: Name specified and transferable.
Term	: Not exceeding 2 years from the issuing and offering date of the Warrants which is on November 12, 2020.
Quantity	: Not exceeding 1,073,517,239 units.
Total number of shares reserved for rights exercise	: Not exceeding 1,073,517,239 shares (the par value of Baht 1.00 per share) or equivalent to 50.00% of the total current paid-up shares of the Company which is 2,147,034,479 shares.
Offering Method	: The Warrants shall be allocated to the existing shareholders of the Company whose names appear on the date of fixing the names of shareholders who are entitled to receive the allocation and offer of the Warrants (Record Date) on November 6, 2020, at the ratio of 2 existing ordinary shares per 1 unit of Warrant. (any fractions of share will be disregarded).
Offering Price	: Baht 0.00 per unit
Exercise Ratio	: 1 warrant is entitled with a right to purchase 1 ordinary share. (subject to change in accordance with the subsequent adjustment)
Exercise Price	: Baht 2.00 per share (subject to change in accordance with the subsequent adjustment)
Exercise Period	: On the last business day of March, June, September and December of each year until the Warrants expire. The last Exercise Date will be at the Maturity Date of the Warrants. In case the Exercise Date is on the Company's holiday, the Exercise Date shall be rescheduled to the last Business Day preceding the Exercise Date in each time.
Notification Period for the Exercise of Warrants	: The period that the Warrant Holders, who wish to exercise his/her rights to purchase ordinary shares of the Company shall notify such intention during 9:00 a.m. to 4:00 p.m. of business days within 5 business days prior to each Exercise Date. In case of the last Exercise Date, the Warrant Holders shall notify such intention within 15 days prior to the last Exercise Date.
Secondary Market for Warrants	: The Company shall proceed to list this issuance of warrants on the Stock Exchange of Thailand.
Secondary Market for Ordinary shares from Exercising Warrants	: The Company shall register ordinary shares issuable upon the exercise of warrants on the Stock Exchange of Thailand.
Other conditions	: The Board of Directors and/or Executive Committee and/or Executive Chairman and/or Managing Director and/or the person(s) who is authorized by the Board of Directors and/or the Executive Committee

and/or Executive Chairman and/or Managing Director shall be authorized to specify and adjust terms, conditions, and other details including but not only limited to exercise price, exercise ratio, issuance and offering date including the authority to consider the necessity of the issuance of new ordinary share to accommodate the adjustment or changes in the exercise price and/or exercise ratio related to JCK-W6, and shall also be empowered to take any actions necessary as appropriate regarding the issuance and allotment of JCK-W6 and listing JCK-W6 on the Stock Exchange of Thailand as well as to proceed for necessary approval from relevant authorities.

## **1.2 The Exercise Procedures of the Warrants**

### **1.2.1 Exercise Date**

The Warrant Holders shall be entitled to exercise their rights to purchase the Company's ordinary shares on every last business day of March, June, September, and December of each year through out the term of the Warrants. Provided that the First Exercise Date shall be on March 31, 2021 and the Last Exercise Date of the Warrants shall be on November 12, 2022. In case the Exercise Date is on the Company's holiday, the Exercise Date shall be rescheduled to the last Business Day preceding the Exercise Date in each time. In addition, there is no Call Exercise before the Maturity Date.

### **1.2.2 Exercise Right**

The Warrant Holders can exercise his/her rights either in full or only in part to purchase the Company's ordinary shares.

### **1.2.3 Notification Period for the Exercise of Warrants**

The Warrant Holders who wish to exercise his /her rights to purchase the Company's ordinary shares shall notify such intention mentioned in clause 1.3 during 9.00 a.m. to 4.00 p.m. of any business day (hereinafter referred to as "The Notification Period") within 5 business days prior to each Exercise Date. In case of the last Exercise Date, the Warrant Holders shall notify such intention within 15 days prior to the last Exercise Date (hereinafter referred to as "The Last Notification Period").

The Company shall not close the Register Book to suspend the transfer of the Warrants except for the following cases;

- 1) In case of the last Exercise Date, the Company shall close the Register Book to suspend the transfer of the Warrants for 21 days prior to the last Exercise Date. The SET will post the SP sign (suspended) on the Warrants for 2 business days prior to the closing date of the Register Book (In the event that the closing date of the register book falls on the holiday of the Company, it will be rescheduled to the preceding business day) until the last Exercise Date.
- 2) In case of the Warrant Holders Meeting, the Company shall close the Warrant Register Book for no longer than 14 days (and including the day of the Warrant

Holders Meeting) to collect the names of the Warrant Holders with the rights to attend and vote in the meeting.

Information related to the Warrants such as Notification Period, Exercise Date, Exercise Ratio, Exercise Price and Contact Place to Exercise will be announced through the SET's electronic system (SETLINK) within 7 days prior to the first date of the Notification Period. For the last Exercise Date, aside from the announcement through the SET's electronic system (SETLINK), the Company will also send information by registered mail within 7 days after Register Book closed.

**1.2.4 Registrar of the Warrants**

Thailand Securities Depository Company Limited  
1<sup>st</sup> floor, The Stock Exchange of Thailand Building Tower B  
93 Ratchadaphisek Road, Dindaeng, Bangkok 10400  
Tel: 0 2009-9999  
Fax: 0 2009-9991  
Website: <http://www.set.or.th/tsd>

The registrar is responsible for closing the Warrant Register Book, which contains first and last name, nationality, addresses of the Warrant Holders and other information determined by the registrar. In case any inconsistency of information exists, the Company shall regard the information on the Warrant Register Book as accurate. Therefore, the Warrant Holders are obligated to notify any change or mistake of their information in the Warrant Register Book to the registrar directly. The Company reserves the right to change the registrar of the warrants. The Company shall notify the new registrar to the Warrant Holders through the SET's electronic system (SETLINK) and shall notify SEC within 15 days. Including the Company shall deliver such change to the Warrant Holders by registered mail.

**1.3 Exercise Procedures and Contact Place to Exercise**

Contact for exercising the warrants:  
Finance & Accounting Department  
JCK International Public Company Limited  
18 Soi Sathorn 11 Yaek 9, TFD Building,  
Yannawa, Sathorn Bangkok 10120  
Tel. +662-676-4031-6 Fax. +662-676-4038

In the event that the Company has changed contact place for warrants exercising, the Company shall notify the new contact to the Warrant Holders through the SET's electronic system (SETLINK).

The Warrant Holders can obtain the Notification of Intention to Exercise form at the contact place and/or every securities company or download it from the Company's website [www.jck.international](http://www.jck.international) during the Notification Period.

- a) In case of the Warrants are being in scripless system, the Warrant Holders, who wish to exercise his/her rights, shall notify his/her intention and complete the Application Forms to withdraw the Warrants or to issue the Certificate Receipts as the SET defined by submitting to his/her securities company. Then, the securities company will notify TSD to withdraw the Warrants or issue the Certificate Receipts to be used as the evidences for exercise the rights.
- b) The Warrant Holders, who wishes to exercise his/her rights to purchase the Company's ordinary shares, shall comply with the conditions governing the Notification of Intention to Exercise by completely fill and sign in the Notification of Intention to Exercise, then submit such the Warrants or the Certificate Receipts together with the Notification of Intention to Exercise and make fully payments of the exercise amount along with the stamps duty, regulations or laws such applicable on the rights to purchase ordinary shares (if any).

The documents, that the Warrant Holders need to submit at the Company, are as follows:

1. The Notification of Intention to Exercise form which has been accurately and completely filled in with signature of the Warrant Holder. If the Warrant Holder is a juristic person which shall be signed by the authorized person with company seal (if any);
2. The Warrants or Certificate Receipts as the SET defined that specify the Warrant Holder has rights to purchase the Company's ordinary shares in accordance with equal or greater than the amount specified in the Notification of Intention to Exercise form;
3. Payment with the amount to exercise which specified in the Notification of Intention to Exercise form. The Warrant Holders, who wish to exercise his/her rights, shall make cash payment in the forms of cheques, cashier cheques, drafts, bill of exchange or payment orders from banks which can be cashed in Bangkok Metropolitan when called within 2 business days from the each Exercise Date and shall be made payable to **"JCK International Plc."** or in Thai "บัญชีของชื่อหุ้นที่มอบ บมจ. เจซีที อินเตอร์เนชั่นแนล" and must provide the first and last name and phone number to contact behind the cheques, cashier cheques, drafts, bill of exchange.

The exercise of rights to purchase such shares will be deemed complete only when the Company has received the payment in full. If the Warrant Holders fail to make payment, the Company shall deem that the Warrant Holders intend to cancel his/her exercise for that exercise date. However, they shall not be deprived of the rights to exercise the next time. Nevertheless, if said cancellation happens at the maturity of the Warrants, such warrants shall be deemed expired without any exercise.

4. Supporting evidence for the exercise as follows:
  - 4.1 Thai Nationality Certified copy of his/her identification card
  - 4.2 Foreign Nationality Certified copy of his/her passport

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| 4.3 Thai Juristic Person    | Certified copy of the Company Affidavit issued by the Ministry of Commerce for not exceeding 6 months prior to the Exercise Date and evidences of authorized person according to clause 4.1 or 4.2 |
| 4.4 Foreign Juristic Person | Certified copy of Registration Document notarized by Notary Public for not exceeding 6 months prior to the Exercise Date and evidences of authorized person according to clause 4.1 or 4.2         |

- c) The number of the Warrants to be exercised shall be only in a whole number. The Exercise Ratio is 1 Warrant : 1 ordinary share, except the adjustment as stated in clause 1.4.
- d) In cases where the Company does not obtain the Warrants evidence or payments in full as specified in the Notification of Intention to Exercise form or the Company finds that the Notification of Intention to Exercise form has been inaccurately filled in by the Warrant Holders or the stamp duty are not completely affixed as in accordance with related laws and regulations, the Warrant Holders shall rectify the found errors within the Notification Period. If the Warrant Holders fail to correct the found errors within the required period, the Company shall deem that the Notification of Intention to Exercise expires without any exercise. Then, the Company shall return the previously received payment and the Warrants to the Warrant Holders with no interest reimbursement by registered mail within 14 days from each Exercise Date.

Any failure by the Warrant Holders to make payment for such exercise of rights in full shall entitle the Company to proceed to one of the following alternatives according to the Warrant Holders specified in the Notification of Intention to Exercise :

1. Deem that this Notification of Intention to Exercise expires without any exercise; or
2. Deem that the number of shares subscribed is equal to the number of shares eligible in accordance with the actual payment the Company received given the prevailing Exercise Price; or
3. Ask the Warrant Holders to pay the remaining balance by the amount that the Warrant Holders wish to exercise within the prevailing Notification Period. If the Company does not receive payment within such period, it shall be deemed that the Notification of Intention to Exercise expires without any exercise.

In case of the Last Exercise Date, the Company shall only proceed with clause 2. above.

In cases of clause 1. and clause 3. the Company shall deliver the previously received payment and the Warrants or Certificate Receipts which the Company deem unexercised to the Warrant Holders by registered mail within 14 days from each Exercise Date with no interest reimbursement.



In case of clause 2, the Company shall deliver the remaining Warrants which the Company deem partially exercised to the Warrant Holders by registered mail within 30 days from each Exercise Date without interest. However, such Warrants are valid until the last Exercise Date.

- e) When the Warrant Holders, who wishes to exercise his/her rights to purchase ordinary shares, has fully complied with all conditions governing the Notification of Intention to Exercise i.e. the Warrant Holder has completely and accurately delivered the Warrants, the Notification of Intention to Exercise form including accurate and complete payment in full, the Warrant Holders cannot cancel the exercise.
- f) In case where the last Exercise Date already passes before the Warrant Holders completely complies with all conditions governing the exercise as stated before, the Warrants shall be deemed expire without exercise and the Warrant Holders cannot re-exercise.
- g) The number of shares, that shall be issued when there is an exercise, shall be calculated by dividing the payment, paid by the Warrant Holders as stated above, by the prevailing Exercise Price. The Company shall issue its ordinary shares in the prime amount not exceeding the number of the Warrants that are exercised multiplying with the Exercise Ratio after the adjustment as stated in clause 1.4 (if any). In case the fraction of share has occurred after the adjustment in the Exercise Price and/or the Exercise Ratio, the Company shall not take such fraction into the calculation and shall return the payment left after such exercise to the Warrant Holders within 14 days from each Exercise Date with no interest reimbursement.
- h) The Company shall register its issued and paid-up capital change corresponding to its newly issued shares with the Ministry of Commerce within 14 days from each Exercise Date and the Company shall record in its share Register Book the Warrant Holders who exercises his/her rights to become its shareholders in accordance with the number of shares calculated from the exercise of the Warrants. The Company shall submit the application requesting for the ordinary shares derived from the exercise of the Warrants to be traded in the SET within 30 days from each Exercise Date.
- i) The Company shall return the Warrants which are not exercised (if any) and cheques with the number only by the amount remaining after payment of the exercise and over payment of tax (if any) with no interest reimbursement by register mail at the address as state in the Notification of Intention to Exercise form within 14 days from each Exercise Date. The Company shall not take any responsibilities occurred in any lost or damage the Warrants and cheques in submission processes.
- j) In case there are not enough of the ordinary shares reserved for the exercise, the Company shall make compensation to the Warrant Holders who are unable to exercise their rights as stipulated in clause 1.8. However, the Company shall not pay such compensation to non-

Thai Warrant Holders unable to exercise their rights due to the limitation specified in the Company's Articles of Association.

- k) Delivery of new ordinary shares which the Warrant Holders will be received from the exercise, the names specified on the ordinary shares issued pursuant to the exercise of the Warrant Holders shall be the same with the names specified in the Notification of Intention form. The Company shall deliver the share certificates via registered mail to the address stated in the Notification of Intention within 15 business days from each Exercise Date. The Company will not take any responsibilities occurred in any lost or damage of the share delivery in submission processes and the Company shall deliver the shares within 7 business days from each Exercise Date in case Scripless.

#### 1.4 Adjustment to the Exercise Price and the Exercise Ratio

- 1.4.1 The Company shall adjust the Exercise Price and the Exercise Ratio throughout the life of the Warrants upon an incurrence of any of the following events to ensure that the benefits of the Warrant Holders are not less than the existing status, when any of the following events occurs:

- a) The Company changes the par value of its shares as a result of the split or consolidation of its issued shares.

The Company shall adjust the Exercise Price and the Exercise Ratio as a result of the split or consolidation of its issued shares. The adjustment shall be immediately effective from the date that the change in par value takes place for the purpose that the Warrant Holders shall obtain the same amounts of ordinary shares as the amounts calculated by the formula and of the same type as the Company's ordinary shares issued after the change.

1. The Exercise Price is adjusted in accordance with the following formula;

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

2. The Exercise Ratio is adjusted in accordance with the following formula;

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

Where :

Price 1 = new Exercise Price after the change  
 Price 0 = old Exercise Price before the change  
 Ratio 1 = new Exercise Ratio after the change

Ratio 0 = old Exercise Ratio before the change  
 Par 1 = par value after the change  
 Par 0 = par value before the change

- b) The Company pays out all or parts of its dividends with its ordinary shares to its shareholders.

The adjustment to the Exercise Price and the Exercise Ratio shall be immediately effective from the first day the shareholders are exempted from the dividends share (the first day the SET posts the XD sign).

1. The Exercise Price is adjusted in accordance with the following formula;

$$\text{Price 1} = \text{Price 0} \times \frac{A1}{A1 + B1}$$

2. The Exercise Ratio is adjusted in accordance with the following formula;

$$\text{Ratio 1} = \text{Ratio 0} \times \frac{A1 + B1}{A1}$$

Where :

Price 1 = new Exercise Price after the change  
 Price 0 = old Exercise Price before the change  
 Ratio 1 = new Exercise Ratio after the change  
 Ratio 0 = old Exercise Ratio before the change  
 A1 = the number of fully paid-up ordinary shares as at the date before the closing Register Book date.  
 B1 = the number of newly issued shares for dividend.

- c) The Company offers to sell its ordinary shares to the existing shareholders and/or the public and/or the private placement and the average price per share of the newly issued ordinary shares is lower than “the market price of the Company’s ordinary shares” and the difference is larger than 10%.

The adjustment in the Exercise Price and the Exercise Ratio shall be immediately effective from the first day the shareholders are exempted from the rights to subscribe new shares (the first day the SET posts the XR / XW sign) for the cases that the new shares are offered to the existing shareholders (Right Issue) and/or the first day the new shares are offered to the public and/or the private placement, as the case may.

In such case, the average price per share of newly issued capital shall be compared with market price using the same value of par value.

The average price per share of the newly issued shares is calculated by dividing the net amount of money the Company shall receive from the offering of the new shares by deduct the expenses (if any) total number of newly issued shares.

“The market price of the Company’s shares” is “the weighted average of the Company’s share price” which is derived by dividing the total trading value by the total trading volume of the Company’s shares traded on the SET during the 7 consecutive business days (SET trading day) before the day of the calculation.

In case, where “the market price of the Company’s shares” cannot be derived because there is no trading during such period, the Company shall come up with a fair price that shall be used in the calculation.

“Calculation Date” is the first day the shareholders are exempted from the rights to subscribe new shares for the cases that the new shares are offered to the existing shareholders (Rights Issue) and/or the first day the newly issued shares are offered to the public and/or the private placement offering, as the case may.

In the case that when an offering of newly issued ordinary shares at the same time offering more than one offering price, in conditions that will need to subscribe together, compute the average price of both and total number of issued shares to be used for calculate the average price per share of newly issued ordinary shares. But if the same offer is not subject to the conditions that must be subscribed together, compute the number of shares and offering price of newly issued ordinary shares which has the market price of the Company’s ordinary shares larger than 10% to calculate only.

1. The Exercise Price is adjusted in accordance with the following formula;

$$\text{Price 1} = \text{Price 0} \times \frac{[(A2 \times MP) + B2X]}{[MP (A2 + B2)]}$$

2. The Exercise Ratio is adjusted in accordance with the following formula;

$$\text{Ratio 1} = \text{Ratio 0} \times \frac{[MP (A2 + B2)]}{[(A2 \times MP) + B2X]}$$

Where:

Price 1 = new Exercise Price after the change  
Price 0 = old Exercise Price before the change

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Ratio 1	=	new Exercise Ratio after the change
Ratio 0	=	old Exercise Ratio before the change
MP	=	“the market price of the Company’s shares” is the total trading value divide by the total trading volume of the Company’s shares traded on the SET during the 7 consecutive business days before the day of the calculation.
A2	=	the number of fully paid-up ordinary shares as at the date before the closing Register Book date and/or before the first day of the public offering and/or the private placement offering of the new shares, as the case may.
B2	=	the number of newly issued shares offered to the existing shareholders and/or the public and/or the private placement, as the case may.
B2X	=	the money received from the newly issued shares deduct any expenditure (if any) offered to the existing shareholders and/or the public and/or the private placement, as the case may.

- d) The Company offers to sell to the existing shareholders and/or the public and/or the private placement any new securities e.g. convertible debentures, warrants or convertible debts which give rights to the Securities Holders to convert to or purchase ordinary shares of the Company (hereinafter referred to as “the New Securities”) and the average price per share of the newly issued ordinary shares to accommodate the exercise of rights is lower than “The market price of the Company’s ordinary shares” and the difference is larger than 10%.

The adjustment in the Exercise Price and the Exercise Ratio shall be immediately effective from the first day the shareholders are exempted from the rights to subscribe the New Securities (the first day the SET posts the XR / XW sign) for the cases that the New Securities is offered to the existing shareholders (Rights Issue) and/or the first day the New Securities are offered to the public and/or the private placement, as the case may.

The average price per share of the newly issued shares is calculated by dividing the net amount of money raised from the issuance of the New Securities plus money raised from the conversion of such securities by the total number of shares newly to be issued to accommodate the conversion.

The market price of the Company’s shares and the base par value used for comparison purpose shall have the same meaning as in c).

“Calculation Date” is the first day the shareholders are exempted from the rights to subscribe the New Securities for the cases that the new securities are offered to the existing shareholders (Rights Issue) and/or the first day the New Securities are offered to the public for the case of public offering and/or the private placement offering, as the case may.

1. The Exercise Price is adjusted in accordance with the following formula;

$$\text{Price 1} = \text{Price 0} \times \frac{[(A3 \times MP) + B3X]}{[MP (A3 + B3)]}$$

2. The Exercise Ratio is adjusted in accordance with the following formula;

$$\text{Ratio 1} = \text{Ratio 0} \times \frac{[MP (A3 + B3)]}{[(A3 \times MP) + B3X]}$$

Where :

- Price 1 = new Exercise Price after the change
- Price 0 = old Exercise Price before the change
- Ratio 1 = new Exercise Ratio after the change
- Ratio 0 = old Exercise Ratio before the change
- MP = “the market price of the Company’s shares” is the total trading value divide by the total trading volume of the Company’s shares traded on the SET during the 7 consecutive business days before the day of the calculation.
- A3 = the number of fully paid-up ordinary shares as at the date before the closing Register Book date and/or before the first day of the public offering and/or the private placement offering of the New Securities.
- B3 = the number of newly issued shares to accommodate the conversion of the New Securities offered to the existing shareholders and/or the public and/or the private placement, as the case may.
- B3X = the money which the Company received, net of related expenses (if any), from the issuance of the New Securities offered to the existing shareholders and/or the public and/or the private placement plus money received from the conversion.

- e) The Company pays out dividend more than 80% of its net profits after tax according to the Company's financial statement for each accounting period from the Warrants' issue date until the Warrants' expiration date.

The dividend payout ratio is calculated by dividing the actual dividends paid for each accounting period by the net profits after tax according to the Company's financial statement of the same accounting period. The adjustment to the Exercise Price and the Exercise Ratio shall be immediately effective from the first day the shareholders are exempted from the rights in the dividends (the first day the SET posts the XD sign).

The market price of the Company's shares and the base par value used for comparison purpose shall have the same meanings as in c).

"Calculation Date" is the first day the shareholders are exempted from the dividends.

1. The Exercise Price is adjusted in accordance with the following formula;

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

2. The Exercise Ratio is adjusted in accordance with the following formula;

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

Where :

- Price 1 = new Exercise Price after the change  
 Price 0 = old Exercise Price before the change  
 Ratio 1 = new Exercise Ratio after the change  
 Ratio 0 = old Exercise Ratio before the change  
 MP = "the market price of the Company's shares" is the total trading value divide by the total trading volume of the Company's shares traded on the SET during the 7 consecutive business days before the day of the calculation.  
 D = dividends per share paid to the shareholders  
 R = dividends per share that will be paid at the rate of 80% if taking into the calculation the net profit after tax and the total number of shares eligible for dividends.

- f) If there are any events not mentioned in a) through e) that cause the Warrant Holders to lose his/her rights and benefits, the Company shall determine the fair Exercise Price and/or the Exercise Ratio, which shall not lessen the shareholders' benefits by considered as a possible result and the Company shall notify to the SEC such the details of adjust the Exercise Price and Exercise Ratio within 15 days from the date of the event to make adjustment.
- 1.4.2 The Company shall not expand the term of warrant and adjust the Exercise Price and Exercise Ratio except adjustment as stated in clause 1.4.1.
- 1.4.3 The calculation of the adjustment to the Exercise Price and the Exercise Ratio in accordance with a) through f) are independent with each other and shall be calculated in order compared to the market price of the Company's shares. In cases where these events simultaneously occur, the calculation shall be conducted in the ascending order from a) -> e) -> b) -> c) -> d) and f) which the decimals for the Exercise Price and the Exercise Ratio shall be maintained at 3 (three) decimals for each calculation.
- 1.4.4 The calculation of the adjustment to the Exercise Price and the Exercise Ratio in accordance with a) through f) shall not cause the increase of the Exercise Price and/or decrease of the Exercise Ratio, except in the case of the share consolidation. In cases where the number of shares corresponding to the exercise of the Warrants for each Notification of Intention to Exercise (in 3 (three) decimals for the new Exercise Ratio after adjustment) is a fraction of share, such fraction shall be deleted. If the calculated Exercise Price after adjustment (in 3 (three) decimals) when multiplied by the number of the Warrants for each Notification of Intention to Exercise is a fraction of Baht, such fraction shall be deleted.
- 1.4.5 In case of the adjustment of the Exercise Price, which will be made a new Exercise Price below par value of the ordinary shares of the Company, it shall be used as the new Exercise Price. In case that the regulation is not allowing the Company issued ordinary shares below the par value, it shall be use the par value of the Company as a new Exercise Price.
- 1.4.6 The Company might adjust the Exercise Price together with the issuance of the new warrants to compensate for the amendment of the Exercise Ratio. If the Company shall issue additional the Company's ordinary shares, the Company shall deliver the approved resolution of the Shareholder Meeting to issue additional the Company's ordinary shares which enough for adjustment to the SEC before adjustment, so that the Company will be allowed to offering reserved shares.



**1.5 Adjustment of the Exercise Price, the Exercise Ratio and the Terms**

The Company shall notify the adjustment of the Exercise Price and the Exercise Ratio in concordance with conditions of exercise as mentioned in Clause 1.4.1 (a) through (f) and the adjustment of the Terms according with the following processes;

- 1) The Company shall immediately notify such adjustment to the Warrant Holders of acknowledgement through the SET's electronic system (SETLINK) or within 9.00 am on prior the effective date of the adjustment of the Exercise Price and Exercise Ratio.
- 2) The Company shall notify the adjustment including the calculation methods and the adjustment reasons to the SEC for notification of the new Exercise Price, the new Exercise Ratio and the new Terms together with the shorten fact of cause of the right adjustment, the calculation methods and the date of such adjustment within 15 days from the date of adjustment cause of the new Exercise Price and the new Exercise Ratio or the new Terms.

**1.6 Status of the Warrants during the Warrant Holders notify intention to exercise**

The status of the Warrants during the date of the Warrant Holders notify his/her intention to exercise and the day before the Ministry of Commerce accepts the registration of increase in the paid-up capital due to the exercise of the Warrants shall be the same and have the same rights as the Warrants that have not been notified the intention to exercise. The status shall expire on the date the Ministry of Commerce accepts the registration of increase in the paid-up capital.

If the Exercise Price and/or the Exercise Ratio are adjusted before the Company registers registration of increase in the paid-up capital due to the exercise of the Warrants at the Ministry of Commerce, the Company shall issue additional new shares as soon as possible to the Warrant Holders who exercise their rights that time should be eligible to under the adjusted exercise price. The issuance of the additional ordinary shares shall not be later than 15 business days from the day of adjustment in case of Scrip System or later than 7 business days from the day of adjustment in case of Scripless System.

**1.7 Status of the new shares derived from the exercise of the Warrants**

The new shares derived from the exercise of the Warrants shall have the same rights and benefits as the existing shares when his/her name appears on the Company's Register Book and the Ministry of Commerce accepts the registration.

**1.8 Compensation in cases where the Company cannot arrange to have enough shares to accommodate the exercise of the Warrants.**

The Company shall compensate the Warrant Holders in accordance with the following details;

- 1.8.1 The Company shall compensate only to the Warrant Holders who notify his/her intention to exercise within each Notification Period and the Company cannot provide shares to accommodate the exercise of his/her warrants except as determined in clause 2.2.
- 1.8.2 The Company shall make such compensation mentioned in clause 1.8.1, the crossed cheque sent via registered mail within 14 business days from each Exercise Date.
- 1.8.3 The calculation of the loss that the Company agrees to compensate the Warrant Holders pursuant to clause 1.8.1 shall be done according to the following formula;

$\text{Compensation per 1 Unit of Warrants} = B \times [MP - \text{Price}]$
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Where :

- B = the number of shares which cannot be arranged and/or increased in accordance with the Exercise Ratio per 1 unit increased.
- MP = the weighted average market price per share of the Company's ordinary shares from the period of 7 consecutive business days before the each Exercise Date (the weighted average price equal to the total value of trading shares of the company divided by the total volume of trading shares of the Company).
- Price = the Exercise Price according to the Terms or the Exercise Price according to subsequent adjustment as mentioned in clause 1.4.
- 1.8.4 The Company shall not make any compensation to the non-Thai Warrant Holders who cannot exercise his/her rights because of the transfer limitations mentioned in clause 2.

## **1.9 The Secondary Market of the Warrants**

The Company shall submit an application to the SET for the warrants to purchase the Company's ordinary shares for registering as securities within 45 days after the expiration date of the offering.

## **1.10 Shareholders' Resolution to Issue New Shares to Accommodate the Exercise of the Warrants**

The Extraordinary General Meeting of Shareholders No.1/2020 held on November 2, 2020 has approved to increase the registered capital of the Company from Baht 2,147,034,479 to Baht 3,220,551,718 by issuing newly issued ordinary shares of 1,073,517,239 shares, at the par value of Baht 1.00 per share, and approved to allot 1,073,517,239 newly issued ordinary shares to be reserved for exercise of the warrants to purchase ordinary shares of the Company No.6 (JCK-W6)

**1.11 The Number of Shares Reserved for the Exercise of the Warrants****1.11.1 The number of ordinary shares issued to accommodate the exercise of the Warrants to purchase ordinary share of the Company**

Not exceeding 1,073,517,239 shares being 100% of the total offer of JCK-W6 or equivalent to 50.00% of the total current paid-up shares of the Company which is 2,147,034,479 shares.

**1.11.2 The number of shares allocated for other purposes**

- None -

**1.12 Details of Shares Reserved for the Warrants****1.12.1 Details of Shares**

Number of Shares Reserved : 1,073,517,239 shares

for the Exercise of the Warrants

Par Value : Baht 1.00 per share

Exercise Price : Baht 2.00 per share except the adjustment as stated in the adjustment conditions

**1.12.2 Procedures to be taken in the Case that there are Extra Shares Left after the Exercise**

If there are shares left after the exercise of the warrants, the Company shall decrease all of the remaining registered ordinary shares.

**1.12.3 Transfer Limitations**

The Company has no restrictions on share transfer except for the share transfer that will cause the Company's shares held by non-Thai shareholders to be greater than 38% of the Company's total issued shares as stipulated in the Company's Articles of Association.

**1.13 Issuance and Delivery of New Ordinary Shares**

In the exercise of warrants to purchase the Company's ordinary shares, the Warrant Holders can notify the Company to proceed according to any of the following alternatives:

- 1) In the event the Warrant Holders state their intention to deposit their ordinary shares received from the exercise of warrant in the account of securities companies of which the Warrant Holders are customers.

Registrar of the Company will proceed to deposit those shares in "Thailand Securities Depository Company Limited for Depositors" and TSD will record the deposit of those particular shares into the account of those securities companies, while the securities companies will record the newly issued ordinary shares in the Warrant Holders' account and provide the document regarding the receiving of those shares to the Warrant Holders

within 7 days from the each Exercise Date. In this case, the Warrant Holders will be able to sell their ordinary shares received from the exercise of warrants after the approval of the newly issued shares to be traded on the SET.

The Warrant Holders who choose this alternative must have the account with the securities companies by the same name as specified in the Warrant Certificates, otherwise, the Company will proceed to issue Ordinary Share Certificates to the Warrant Holders according to the alternative 3) instead.

- 2) In the event the Warrant Holders state their intention to deposit their ordinary shares received from the exercise of warrant in the account no. 600 of the securities issuer.

Registrar of the Company will proceed to deposit those shares with TSD and TSD will record the deposit of those particular shares in the securities issuer account no. 600 and provide the document regarding the receiving of those shares to the Warrant Holders within 7 days from each Exercise Date. When the holders who are allocated the shares want to sell the shares, they shall withdraw the shares from the said account no. 600 through a securities firm, whereby service fees may be incurred as required by TSD and/or securities firms. In this case, the Warrant Holders who are allocated the shares will be able to sell the allocated ordinary shares to be traded on the SET immediately after the SET approves the ordinary shares on the SET and the allocated holders have already withdrawn the shares from the account no. 600.

- 3) In the event the Warrant Holders state their intention to receive Ordinary Share Certificates in their own names.

Registrar of the Company will deliver the Ordinary Share Certificates via registered mail to the address stated in Warrant Register Book within 15 days from each Exercise Date. In this case, the Warrant Holders who exercise their Warrants will not be able to sell their ordinary share obtained from the exercise in the SET until they receive the Ordinary Share Certificates, which they may receive later than the approval of the newly issued shares to be traded on the SET.

#### **1.14 The Secondary Market of Ordinary Shares Derived from the Exercise of the Warrants**

The Company shall submit the application requesting for the ordinary shares derived from the exercise of the Warrants to be traded in the SET within 30 days from each Exercise Date.

#### **1.15 Procedures to be taken in case the Company Cannot Arrange for a Secondary Market for Ordinary Shares Derived from the Exercise of the Warrants**

As the ordinary shares of the Company are the listed securities in the SET, the newly issued ordinary shares derived from the exercise of the Warrants will be traded on the SET after the

Company registers the aforementioned new ordinary shares to the SET and the SET approves the newly issued shares to be traded on the SET.

## **2. Transfer Restrictions**

### **2.1 Warrant Transfer Restrictions**

The Company has no restrictions on transfer of the warrants offered to the Company's existing shareholders, except when a transfer takes place during the warrant register closing period to suspend the warrant transfer for 21 days prior to the last exercise date, or during the warrant register closing period to suspend the warrant transfer for no longer than 14 days prior (and including) to the Warrant Holders' meeting as specified in clause 1.2.3.

### **2.2 Warrant Transfer Restrictions for Non-Thai Entities**

2.2.1 The Company shall not issue ordinary shares to the non-Thai nationality who has exercised their rights according to the Exercise Procedure to the extent that the shareholding proportion of foreign individuals exceeds 38% of the total issued shares as prescribed in the Company's Articles of Association as specified in clause 1.12.3. In such case, the Company shall not pay any reimbursement.

2.2.2 In case the number of Warrants exercised on any exercise date by the non-Thai nationality exceeds the number of ordinary shares permitted for purchase without violating the share transfer restrictions regarding the securities holding proportion of non-Thai Warrant Holders as specified in clause 1.12.3, the Company will process the exercise of warrants or the certificates representing the warrants by the sequence of complete exercise notifications in accordance with the method specified in clause 1.3.

2.2.3 If the transfer restrictions above have caused the non-Thai Warrant Holders or who have exercised their rights according to the Exercise Procedure specified in clause 1.3 to be unable to exercise their rights up to the number as specified in the Exercise Form whether in whole or in part, the Company will permit the exercise of the Warrants by notified Warrant Holders to the extent that the share transfer restrictions are not violated. The Company shall return the unexercised Warrants and refund the remaining amount for the unexercised part of the Warrants with no interest to the notified non-Thai Warrant Holders by registered mail within 14 days from each Exercise Date.

2.2.4 The non-Thai Warrant Holders shall not receive any reimbursements from the Company in case they cannot exercise the rights due the transfer restrictions. However, the Warrants are valid until the last Exercise Date.

**3. Amendment to the Terms****3.1 Causes for Amending the Terms**

The Company might proceed to amend the Terms when there are or the Company finds there may be the following causes without requiring the approval from the Warrant Holders' meeting:

- 1) The amendment of Terms to be in accordance with the laws or regulations as stipulated in law governing the Securities and Exchange or other relevant laws, regulations, articles, general orders, or Notifications of the Office of the SEC, Capital Market Supervisory Board, and/or the SET;
- 2) The amendment of the Terms with no material impacts on the rights of the Warrant Holders, such as immaterial amendment of procedures for exercising the Warrants, or matters beneficial to the Warrant Holders or not negatively affecting the benefits of shareholders; and
- 3) Adjustment according to clause 1.4

Any other amendment aside from the amendment specified in 1) 2) and 3) above must obtain an approval from the Company and a resolution from a Warrant Holders' meeting. A resolution of the Warrant Holders' meeting shall consist of votes not less than one half of the total of non-exercised units of warrants held by the Warrant Holders who attend the meeting and are entitled to vote as specified in clause 3.3.

**3.2 Conditions for Amending the Terms**

- 1) The Company might proceed to amend the Terms if the Company's Board of Directors is of an opinion that the Company can do so to avoid any restriction or limitation according to the stipulated conditions or regulations without negative impacts on the rights of Warrant Holders as specified in clause 3.1.
- 2) The amendment of Terms must not in any way violate the provisions under the laws governing securities and exchange, including Notification Tor. Chor. 34/2551, that are in effect at that time.
- 3) The amendment of Terms must not bring about the extension the Term of Warrants or the adjustment in the Exercise Ratio and the Exercise Price (except for the adjustment stipulated in Clause 1.4, Adjustment to the Exercise Price and the Exercise Ratio).
- 4) The Company shall notify the SEC in writing of the amendment of the Terms within 15 days from the date the amendment is made. The Company shall also inform all Warrant

Holders and the SET of the said amendments through the SET's electronic system (SETLINK) on the day the amendment is made.

### **3.3 Processes or Procedures for Amending the Terms and the Meeting of the Warrant Holders**

The Company will hold the Warrant Holders' Meeting to request for resolution to amend the Terms prior to processing the amendment of Terms by proceeding with the following procedures:

#### *Call a Warrant Holders' Meeting*

- 1) The Company has the right to call a Warrant Holders' Meeting at any time to amend the Terms. Alternatively, not less than 25 Warrant Holders together holding not less than 25% of total amount of outstanding warrant may get together and send a letter with clear reasons to the Company to call a Warrant Holders' Meeting. The Company will process to call for Warrant Holders' Meeting within 30 days from the date the aforementioned Warrant Holders send the written request to the Company to call a Warrant Holders' Meeting.
- 2) The Company shall close the Warrant Register Book for no longer than 14 days (and including the day of the Warrant Holders Meeting) to collect the names of the Warrant Holders with the rights to attend and vote in the meeting.
- 3) The Company shall prepare an invitation letter for the Warrant Holders' meeting, either called by the Warrant Holders or by the Company, giving details of the venue, date, time, name of the person convening the meeting and agenda for the meeting, and send it via registered mail to each of the Warrant Holders whose names and addresses are recorded on the Register Book on the closing date at least 7 days ahead of each meeting (not including the date of sending meeting letter and meeting date) by registered mail.
- 4) At a Warrant Holders' meeting, the Warrant Holders with the right to attend and vote at the meeting may assign a proxy to attend the meeting and vote on their behalf. The Warrant Holders who wish to do so must submit a proxy form to the chairman or the person assigned by the chairman before the meeting begins.

#### *A Quorum of Warrant Holders' Meeting*

- 5) A quorum of the Warrant Holders' meeting shall be constituted by the presence of the Warrant Holders and/or their proxies of not fewer than 25 persons, altogether holding not less than 25% of total units of outstanding Warrants at that time a quorum.
- 6) At any meeting, if forty-five minutes have passed beyond the scheduled meeting time and there are inadequate Warrant Holders present to constitute a quorum, then the meeting shall be canceled. If the said meeting is summoned by the resolution of the Company's

Board of Directors, the meeting shall be called again within 30 days of the date set for the canceled meeting. The Company shall send an invitation letter to the Warrant Holders at least 7 days prior to the newly set-up meeting date. In the latter meeting, the quorum is not compulsory. In case of a Warrant Holders' meeting called by the Warrant Holders, the meeting will not be re-summoned.

Chairman of the Meeting

- 7) For the Warrant Holders' meeting arranged by the Company, the Chairman or the person assigned by the Chairman will be the chairman of the Warrant Holders' meeting. For the Warrant Holders' meeting arranged by the Warrant Holders, the chairman of the Warrant Holders' meeting may be the person selected by the Warrant Holders other than the Chairman of the Company's Board of Directors or the person designated by the Chairman. In both cases, the Chairman of the meeting shall have a casting vote.

Votes

- 8) For the votes, the Warrant Holders have equal votes to the units of warrants they hold. One unit of warrant has one vote.
- 9) The Warrant Holders who have a vested interest in the matters to be considered and voted at the meeting cannot vote on such matters.

Resolutions of the Meeting

- 10) The resolution of Warrant Holders' Meeting shall consist of votes of not less than 50% of total units of outstanding Warrants held by the Warrant Holders who attend the meeting and are entitled to vote.
- 11) Any resolutions already passed by the Warrant Holders' meeting shall be deemed to be binding upon all Warrant Holders no matter they attend the meeting or not.

Others

- 12) The Company shall record and prepare the minutes of the meeting, called by the Company or by the Warrant Holders, and keep them at its head office. The meeting minutes duly signed by the chairman shall be deemed as valid evidence of all activities discussed at the meeting. The meeting and resolutions shall be deemed properly conducted.
- 13) In the Warrant Holders' meeting, the Company or the person designated by the Company and its legal counsel have the right to attend the meeting to provide comments or explanation to the meeting.
- 14) The Company shall make amendment to the Terms according to the resolution passed by the Warrant Holders' meeting within 3 business days after the meeting date on which the resolution is passed. The Company shall notify the said amendment to the Terms to the SEC in writing within 15 days from the meeting date. The Company shall also inform all



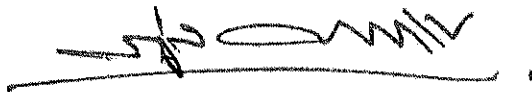
Warrant Holders and the SET through the SET's electronic system (SETLINK) on the Warrant Holders' Meeting date.

- 15) The Company will be responsible for all expenses related to the Warrant Holders' meeting.
- 16) For any resolution relating to the Warrant Holders' Meeting, the Warrant Holders may make an agreement in writing instead of having a meeting, provided that the Warrant Holders holding the Warrants in aggregate of not less than 50% of the total units of outstanding Warrants approve and sign their names as evidence. The approval can be signed in either one or multiple letters and has to be submitted to the Company.

Hence, the resolutions passed shall be deemed to be binding upon the Company and all of the Warrant Holders from the day the Company receives the written resolution.

#### 4. Terms Enforcement and the Governing Laws

The Terms shall be enforceable from the warrant issuance date until the last Exercise Date. The Terms shall be subject to the execution and interpretation by the laws of Thailand. Should any clauses in these Terms contradict the applicable laws or notifications, then, the clauses in the said laws or notifications shall apply and shall replace the particular contradictory clauses in the Terms. The Company certifies that it will strictly comply with the Terms and signed the Terms as evidence.



(Mr. Anukul Ubonnuch)  
Authorized Director



(Ms. Siriporn Tamenant)  
Authorized Director

# Checklist warrant-RO

สำหรับการเสนอขายใบสำคัญแสดงสิทธิที่จะซื้อหุ้น ("warrant") และหุ้นที่ออกใหม่เพื่อรองรับ warrant ("หุ้นรองรับ") ต่อผู้ถือหุ้น  
ของบริษัทตามสัดส่วนการถือหุ้น

บริษัทที่ออกหลักทรัพย์ ("บริษัท") บริษัท เอซีเค อินเตอร์เนชั่นแนล จำกัด (มหาชน)

- ☒ เป็นบริษัทจดทะเบียนในตลาดหลักทรัพย์แห่งประเทศไทย ("บจ.")  
☐ เป็นบริษัทมหาชนจำกัดที่มีหน้าที่ตามมาตรา 56 (ที่ไม่ใช่ บจ.)

## รายละเอียดของ warrant

- ชื่อ warrant (ถ้ามี) ใบสำคัญแสดงสิทธิที่จะซื้อหุ้นสามัญของบริษัท เอซีเค อินเตอร์เนชั่นแนล จำกัด (มหาชน) ครั้งที่ 6
- เสนอขายให้แก่ผู้ถือหุ้นของบริษัท โดยกำหนดรายชื่อผู้ถือหุ้นสามัญของบริษัทที่มีสิทธิได้รับจัดสรรใบสำคัญแสดงสิทธิในครั้งนี้  
ในวันที่ 6 พฤศจิกายน 2563
- วันที่ออกเสนอขาย warrant 12 พฤศจิกายน 2563 - วันสิ้นสุดอายุ warrant 12 พฤศจิกายน 2565
- จำนวน warrant ที่เสนอขาย 1,073,517,239 หน่วย - วันใช้สิทธิครั้งสุดท้าย 11 พฤศจิกายน 2565 (12 พ.ย. 65 ตรงกับวันพฤหัสบดี)
- ราคาที่เสนอขาย หน่วยละ 0.00 บาท - จำนวนหุ้นรองรับ ไม่เกิน 1,073,517,239 หุ้น
- อัตราการใช้สิทธิ ใบสำคัญแสดงสิทธิ 1 หน่วย สามารถใช้สิทธิซื้อหุ้นสามัญเพิ่มทุนใหม่ได้ 1 หุ้น
- ราคาใช้สิทธิ 2.00 บาทต่อหุ้น

Checklist	ครบถ้วน ตามเกณฑ์ <sup>1</sup>	เอกสารอ้างอิง (ชื่อ/หน้า)
<b>1. ลักษณะของ warrant</b>		
1.1 สัดส่วนจำนวนหุ้นรองรับต่อจำนวนหุ้นที่จำหน่ายได้แล้วทั้งหมดของบริษัท <sup>2</sup> เท่ากับ <input checked="" type="checkbox"/> ≤ 50% <input type="checkbox"/> > 50% เฉพาะเป็นการออก warrant ในกรณีใดกรณีหนึ่งต่อไปนี้ ที่ได้รับผ่อนผันจาก สำนักงานก่อนการเสนอขาย ตามหนังสือที่ _____ ลงวันที่ _____ (1) บริษัทอยู่ในภาวะที่มีความจำเป็นต้องได้รับความช่วยเหลือทางการเงิน (2) เพื่อประโยชน์ในการปรับโครงสร้างหนี้ของบริษัท (3) กรณีที่มีเหตุจำเป็นและสมควร และเป็นไปเพื่อประโยชน์ของบริษัทและผู้ถือหุ้นโดยรวม	<input checked="" type="checkbox"/>	ข้อกำหนดสิทธิ ข้อ 1.1 หน้า 3
1.2 มีอายุแน่นอน ซึ่ง ≤ 10 ปี นับแต่วันที่ออก warrant (วันที่ 12 พฤศจิกายน 2563)	<input checked="" type="checkbox"/>	ข้อกำหนดสิทธิ ข้อ 1.1 หน้า 2
1.3 กำหนดราคา และอัตราการใช้สิทธิไว้แน่นอน	<input checked="" type="checkbox"/>	ข้อกำหนดสิทธิ ข้อ 1.1 หน้า 3
1.4 มีระยะเวลาให้แสดงความจำนงในการใช้สิทธิครั้งสุดท้าย ≥ 15 วัน ก่อนวันใช้สิทธิ <sup>3</sup>	<input checked="" type="checkbox"/>	ข้อกำหนดสิทธิ ข้อ 1.1 หน้า 3

<sup>1</sup> ให้ระบุ N/A หากเกณฑ์ในข้อใดไม่สามารถ apply กับกรณีของบริษัทได้

<sup>2</sup> วิธีการคำนวณสัดส่วนจำนวนหุ้นรองรับ :

$$\frac{((\text{จำนวนหุ้นรองรับ warrant ที่เสนอขายในครั้งนี้}) + (\text{จำนวนหุ้นรองรับ CD หรือ warrant ที่เสนอขายในครั้งอื่น* ซึ่งไม่รวมหุ้นที่จัดไว้รองรับ ESOP-CD หรือ ESOP-warrant}))}{(\text{จำนวนหุ้นที่จำหน่ายได้แล้วทั้งหมดของบริษัท ซึ่งรวมจำนวนหุ้นที่จะออกใหม่อื่นที่บริษัท จะเสนอขายควบคู่กับ warrant ในครั้งนี้})}$$

\* เฉพาะจำนวนหุ้นรองรับที่ outstanding อนึ่ง หากในการประชุมผู้ถือหุ้นเพื่อมีมติออก warrant ในครั้งนี้ ผู้ถือหุ้น  
มีมติอนุมัติให้ออกหุ้นเพิ่มเติมเพื่อรองรับการปรับสิทธิในหลักทรัพย์แปลงสภาพที่เสนอขายในครั้งอื่น หรือผู้ถือหุ้นมีมติในวาระอื่นใดที่  
อาจทำให้จำนวนหุ้นรองรับ outstanding ที่จะต้องนำมาคำนวณเพิ่มขึ้น เช่น การจ่ายเงินปันผลเกินกว่าที่กำหนด ซึ่งเป็นผลให้ต้องมีกร  
ปรับสิทธิในหลักทรัพย์แปลงสภาพที่เสนอขายในครั้งอื่น เป็นต้น บริษัทต้องนำหุ้นรองรับที่อาจเพิ่มขึ้นดังกล่าวมารวมคำนวณด้วย  
ทั้งนี้ CD = หุ้นกู้แปลงสภาพ

ESOP = การเสนอขายหลักทรัพย์แก่กรรมการหรือพนักงานตามประกาศคณะกรรมการกำกับตลาดทุนเกี่ยวกับการเสนอขาย  
หลักทรัพย์ที่ออกใหม่ต่อกรรมการหรือพนักงาน

<sup>3</sup> ไม่รวมวันใช้สิทธิ

Checklist	ครบถ้วน ตามเกณฑ์	เอกสารอ้างอิง (ข้อ/หน้า)
1.5 กำหนดให้มีการใช้สิทธิซื้อหุ้นรองรับให้แล้วเสร็จภายในอายุ warrant	✓	ข้อกำหนดสิทธิ ข้อ 1.2.1 หน้า 4
2. หนังสือแนบประชุมผู้ถือหุ้นได้แสดงข้อมูลอย่างน้อย ดังนี้		
2.1 ข้อมูลเบื้องต้นเกี่ยวกับ warrant เช่น - ราคาหรืออัตราที่คาดว่าจะเป็นราคาหรืออัตรการใช้สิทธิ - ระยะเวลาการใช้สิทธิ - วันสิ้นสุดของการใช้สิทธิ - เหตุให้ต้องออกหุ้นใหม่เพื่อรองรับการปรับสิทธิ - อื่น ๆ (ถ้ามี)	✓	หนังสือเชิญประชุมสามัญผู้ถือหุ้น ครั้งที่ 1/2563 (สิ่งที่ส่งมาด้วย ลำดับที่ 3)
2.2 ผลกระทบต่อผู้ถือหุ้น (dilution effect) หากมีการใช้สิทธิครบถ้วน โดยได้ระบุ (1) price dilution <sup>4</sup> (2) earning per share dilution <sup>5</sup> หรือ control dilution <sup>6</sup>		
2.3 วิธีการจัดสรร warrant		
2.4 ข้อมูลอื่นๆ (ถ้ามี)		
3. มติที่ประชุมผู้ถือหุ้นและอาณัติ		
3.1 บริษัทได้รับมติที่ประชุมผู้ถือหุ้น ให้ออกหุ้นรองรับอย่างเพียงพอ	✓	รายงานการประชุมสามัญผู้ถือหุ้น ครั้งที่ 1/2563 วาระที่ 4 และ 5 หน้า 5 - 8
3.2 บริษัทได้เสนอขาย warrant แล้วเสร็จภายใน 1 ปีนับแต่วันที่ที่ประชุมผู้ถือหุ้นมีมติ (ผู้ถือหุ้นอนุมัติเมื่อวันที่ 2 พฤศจิกายน 2563)	✓	บริษัทได้ออกเสนอขายใบสำคัญแสดงสิทธิในวันที่ 12 พฤศจิกายน 2563 ประกาศรายละเอียดตามรายงานผลการจัดสรรใบสำคัญแสดงสิทธิที่แนบมาพร้อมกันนี้
4. ข้อกำหนดสิทธิของ warrant มีรายการอย่างน้อย ดังนี้		
4.1 รายละเอียดของ warrant โดยมีรายละเอียดดังต่อไปนี้ (1) อายุของ warrant ระบุ ไม่เกิน 2 ปี นับจากวันที่ออกเสนอขายใบสำคัญแสดงสิทธิ (2) ราคาเสนอขาย warrant และราคาใช้สิทธิซื้อหุ้น (3) อัตราการใช้สิทธิ (4) วิธีการใช้สิทธิของ warrant เช่น ใช้สิทธิได้ทุกวันสุดท้ายของแต่ละไตรมาส (5) รายละเอียดสำคัญอื่น (ถ้ามี) ระบุ	✓	ข้อกำหนดสิทธิ ข้อ 1.1 หน้า 2-3
4.2 เหตุเงื่อนไข และกระบวนการในการแก้ไขเพิ่มเติมข้อกำหนดตาม warrant	✓	ข้อกำหนดสิทธิ ข้อ 3 หน้า 21-24
4.3 ค่าเสียหายที่ผู้ถือ warrant จะได้รับในกรณีที่บริษัทไม่สามารถจัดให้มีหุ้นรองรับได้ ซึ่งต้องไม่ต่ำกว่าส่วนต่างระหว่างราคาตลาดของหุ้นของบริษัทกับราคาใช้สิทธิ	✓	ข้อกำหนดสิทธิ ข้อ 1.8 หน้า 16-17

<sup>4</sup> Price dilution =  $\frac{\text{ราคาตลาดก่อนเสนอขาย} - \text{ราคาตลาดหลังเสนอขาย}}{\text{ราคาตลาดก่อนเสนอขาย}}$

โดยราคาตลาดก่อนเสนอขาย

โดยราคาตลาดหลังเสนอขาย =  $\frac{(\text{ราคาตลาดก่อนเสนอขาย} \times \text{จำนวนหุ้น paid-up}) + (\text{ราคาใช้สิทธิ} \times \text{จำนวนหุ้นรองรับที่เสนอขายครั้งนี้})}{\text{จำนวนหุ้น paid-up} + \text{จำนวนหุ้นรองรับที่เสนอขายครั้งนี้}}$

<sup>5</sup> Earnings per share dilution =  $\frac{\text{Earning per share ก่อนเสนอขาย} - \text{Earning per share หลังเสนอขาย}}{\text{Earning per share ก่อนเสนอขาย}}$

Earning per share ก่อนเสนอขาย

โดย Earning per share ก่อนเสนอขาย = กำไรสุทธิ / จำนวนหุ้น paid-up

Earnings per share หลังเสนอขาย =  $\frac{\text{กำไรสุทธิ}}{(\text{จำนวนหุ้น paid-up} + \text{จำนวนหุ้นรองรับที่เสนอขายครั้งนี้})}$

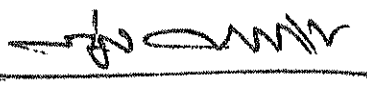
<sup>6</sup> Control dilution =  $\frac{\text{จำนวนหุ้นรองรับที่เสนอขายครั้งนี้}}{\text{จำนวนหุ้น paid-up} + \text{จำนวนหุ้นรองรับที่เสนอขายครั้งนี้}}$

Checklist	ครบถ้วน ตามเกณฑ์	เอกสารอ้างอิง (ชื่อ/หน้า)
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<p>4.4 มาตรการคุ้มครองผู้ถือ warrant ซึ่งมีข้อกำหนดดังนี้</p> <p>(1) กรณีมีข้อกำหนดให้บริษัทสามารถเรียกให้ผู้ถือ warrant ให้ใช้สิทธิก่อนกำหนด บริษัทรับรองว่า ข้อกำหนดดังกล่าว</p> <p>(ก) มีความเป็นธรรม ชัดเจน และเหตุแห่งการเรียกให้ใช้สิทธิก่อนกำหนดดังกล่าวต้องอ้างอิงเหตุการณ์หรือการกระทำที่ไม่อยู่ในอำนาจควบคุมของบุคคลใด ๆ</p> <p>(ข) กำหนดให้บริษัท ต้องเรียกให้มีการใช้สิทธิเมื่อมีเหตุการณ์ที่กำหนดไว้</p> <p>(ค) มีมาตรการที่เพียงพอซึ่งทำให้ผู้ถือ warrant ในทอดต่อไป หาราบถึงข้อกำหนดดังกล่าว</p> <p>(2) กำหนดเหตุและเงื่อนไขในการปรับสิทธิในกรณีดังต่อไปนี้พร้อมกับระบุวิธีการคำนวณ</p> <p>(ก) เมื่อมีการเปลี่ยนแปลง par value หุ้นของบริษัท อันเป็นผลมาจากการรวมหุ้นหรือแบ่งแยกหุ้น</p> <p>(ข) เมื่อบริษัทเสนอขายหุ้นที่ออกใหม่ในราคาที่ต่ำกว่าราคาตลาด<sup>*</sup></p> <p>(ค) เมื่อบริษัทเสนอขาย CD หรือ warrant ในราคาที่ต่ำกว่าราคาตลาด<sup>*</sup></p> <p>(ง) เมื่อบริษัทจ่ายเงินปันผลทั้งหมดหรือบางส่วนเป็นหุ้นที่ออกใหม่ให้แก่ผู้ถือหุ้น</p> <p>(จ) เมื่อบริษัทจ่ายเงินปันผลเป็นเงินสดซึ่งเกินกว่าอัตราที่ระบุไว้ในข้อกำหนดสิทธิ</p> <p>(ฉ) เมื่อมีการเปลี่ยนแปลงในลักษณะเดียวกับ (ก) ถึง (จ) ที่ทำให้ผลประโยชน์ตอบแทนใด ๆ ที่ผู้ถือ warrant จะได้รับเมื่อมีการใช้สิทธิต้องไปกว่าเดิม</p> <p>กรณีการปรับสิทธิตามข้อ (ข) และ (ค) บริษัทได้ระบุส่วนลดจากราคาตลาด พร้อมกับวิธีการคำนวณราคาเสนอขายและราคาตลาดในข้อกำหนดสิทธิแล้ว</p> <p>ทั้งนี้ หากบริษัทจะไม่ดำเนินการปรับสิทธิเมื่อเกิดเหตุการณ์ตาม (ก)-(ฉ) บริษัทได้รับก่อนต้นจากสำนักงานก่อนการเสนอขายแล้ว ตามหนังสือที่ _____ ลงวันที่ _____</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p> <p>-</p>	<p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>ข้อกำหนดสิทธิ ข้อ 1.4.1</p> <p>(ก) หน้า 9</p> <p>(ค) หน้า 10</p> <p>(ง) หน้า 12</p> <p>(ข) หน้า 10</p> <p>(จ) หน้า 14</p> <p>(ฉ) หน้า 14-15</p> <p>(ค)-(ง) หน้า 10-15</p> <p>-</p>
5. การดำเนินการภายหลังการเสนอขาย warrant		
<p>5.1 บริษัทระบุไว้ในการเสนอขาย warrant ว่า จะปรับสิทธิโดยวิธีใดวิธีหนึ่งดังนี้</p> <p>(1) ปรับราคาและอัตราการใช้สิทธิ หรือ</p> <p>(2) ปรับราคาใช้สิทธิ ควบคู่กับการออก warrant ใหม่ทดแทนการปรับอัตราการใช้สิทธิ</p> <p>ทั้งนี้ หากบริษัทต้องออกหุ้นรองรับเพิ่มเติม บริษัทต้องขึ้นมติที่ประชุมผู้ถือหุ้นที่อนุมัติให้ออกหุ้นรองรับการปรับสิทธินั้นอย่างเพียงพอต่อสำนักงานก่อนการปรับสิทธิ จึงจะถือว่าบริษัทได้รับอนุญาตให้เสนอขายหุ้นรองรับ</p>	<p>✓</p> <p>✓</p>	<p>ข้อกำหนดสิทธิ ข้อ 1.4.3 ถึง 1.4.6</p> <p>หน้า 15</p>
<p>5.2 บริษัทระบุไว้ในการเสนอขาย warrant ว่าจะไม่ขายอายุ warrant และไม่แก้ไขเปลี่ยนแปลงราคาและอัตราการใช้สิทธิ เว้นแต่จะเป็นการปรับสิทธิตามที่กำหนดในข้อ 4.4 (2)</p>	<p>✓</p>	<p>ข้อกำหนดสิทธิ ข้อ 1.4.2</p> <p>หน้า 15</p>

<sup>\*</sup> คือ การเสนอขายหลักทรัพย์โดยมีราคาเสนอขายต่ำกว่าราคาตลาดเกิน 10% โดยมีวิธีการคำนวณราคาเสนอขายและราคาตลาดตามหมายเหตุ 1

บริษัทขอเรียนว่า บริษัทรับทราบและเข้าใจเงื่อนไขที่ต้องปฏิบัติตามที่ประกาศคณะกรรมการกำกับตลาดทุนเกี่ยวกับการ  
ขออนุญาตและการอนุญาตให้เสนอขาย warrant และหุ้นรองรับทุกประการ ทั้งนี้ ในการแก้ไขเพิ่มเติมข้อกำหนดตาม warrant  
ภายหลังการเสนอขาย บริษัทจะดำเนินการให้เป็นไปตามที่กำหนดไว้ในข้อกำหนดสิทธิ และจะไม่ดำเนินการให้ขัดหรือแย้งกับ  
ข้อกำหนดตามประกาศคณะกรรมการกำกับตลาดทุนดังกล่าว โดยบริษัทจะแจ้งการแก้ไขเพิ่มเติมนั้นเป็นลายลักษณ์อักษรให้  
สำนักงานทราบภายใน 15 วันนับแต่วันที่การแก้ไขเพิ่มเติม และขอรับรองว่าข้อมูลที่ระบุไว้ในรายการข้างต้นและเอกสารที่แนบมา  
พร้อม checklist นี้ถูกต้องและตรงต่อความจริงทุกประการ

ลงชื่อ   
(นายอนุต จูณนา)  
กรรมการ

ลงชื่อ   
(น.ส. สิริพร เต็มมันท์)  
กรรมการ

**JCK**  
บริษัท เจซีเค อินเตอร์เนชั่นแนล จำกัด (มหาชน)  
JCK INTERNATIONAL PUBLIC COMPANY LIMITED

เอกสารที่ต้องจัดส่งพร้อมกับ checklist การเสนอขายใบสำคัญแสดงสิทธิที่จะซื้อหุ้น ("warrant")  
และหุ้นที่ออกใหม่เพื่อรองรับ warrant ("หุ้นรองรับ") ต่อผู้ถือหุ้นของบริษัทตามสัดส่วนการถือหุ้น

เอกสารที่ต้องจัดส่งพร้อมกับ checklist	มี/ไม่มี	หมายเหตุ
1. รายงานผลการเสนอขาย warrant และหุ้นรองรับ	มี	-
2. หนังสือนัดประชุมผู้ถือหุ้นที่ขออนุมัติให้ออกและเสนอขาย warrant และหุ้นรองรับ	มี	-
3. มติที่ประชุมผู้ถือหุ้นที่อนุมัติให้ออกและเสนอขาย warrant และหุ้นรองรับ	มี	-
4. ข้อกำหนดสิทธิ warrant	มี	-
5. รายละเอียดการคำนวณจำนวนหุ้นรองรับ	มี	-
6. รายละเอียดการคำนวณ dilution effect	มี	-
7. หนังสือสำนักงานแจ้งการต่อต้านการออก warrant ในสัดส่วนที่มากกว่า 50% (ถ้ามี)	ไม่มี	-
8. หนังสือสำนักงานแจ้งการต่อต้านให้บริษัทไม่ต้องดำเนินการปรับสิทธิเมื่อเกิดเหตุการณ์ตามที่ประกาศกำหนด (ถ้ามี)	ไม่มี	-

หมายเหตุ เอกสารข้างต้นต้องให้กรรมการผู้มีอำนาจลงนามผูกพันบริษัทเป็นผู้ลงนามรับรองความถูกต้องของเอกสารทุกหน้า พร้อมประทับตราบริษัท (ถ้ามี)

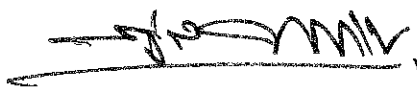
- Translation -

The Attachment No. 5 - 6 according to SEC's Checklist


1. Attachment No. 5 The detail of No. of shares reserve calculation (The details appear in the Terms Governing Rights and Obligations, Item 1.1 Page 3)

Number of shares reserved for exercising warrants: Not exceeding 1,073,517,329 shares (the par value of Baht 1.00 per share) or equivalent to 50.00% of total current paid-up capital. Which has 2,147,034,479 shares.

**JCK**  
บริษัท เจซีเค อินเตอร์เนชั่นแนล จำกัด (มหาชน)  
JCK INTERNATIONAL PUBLIC COMPANY LIMITED



Mr. Anukul Ubonnuch



Ms. Siriporn Tamenant

2. Attachment No. 6 The details of dilution effect calculation (The details appear in the invitation to the 2017 Annual General Meeting of Shareholders (Enclosure 3))

Price Dilution

None, because the exercise price of JCK-W6 of Baht 2.00 per share is higher than the market price of the Company's shares which is Baht 1.46 per share calculated from the weighted average price of shares traded in the Stock Exchange of Thailand respectively in 15 trading days prior to the date of the Board of Directors' Meeting (between September 8, 2020 – September 28, 2020).

Control Dilution

- In case of existing shareholders exercising the right to purchase the ordinary shares according to JCK-W6.

No control dilution occurred.

- In case of existing shareholders, non-exercising the right to purchase the ordinary shares, but other persons exercising the right to purchase the ordinary shares according to JCK-W6.

The Control Dilution will be diluted by 33%. The details of calculation are as follows:

$$\begin{aligned}
 \text{Control Dilution} &= \frac{\text{shares reserved for JCK-W6}}{(\text{Existing paid-up shares} + \text{shares reserved for JCK-W6})} \\
 &= \frac{1,073,517,239}{(2,147,034,479 + 1,073,517,239)} \\
 &= 33.33\%
 \end{aligned}$$

Earning Per Share Dilution

There will be no Earning Per Share Dilution, because the Company operation shows net loss.

The dilution effect as shown above would occur only when there is a purchase of ordinary share from the exercise of JCK-W6.