

APPENDIX 2 DATED 10 JANUARY 2025

THIS APPENDIX 2 IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. PLEASE READ IT CAREFULLY. IF YOU ARE IN DOUBT ABOUT THE CONTENTS OF THIS APPENDIX 2 OR THE ACTION THAT YOU SHOULD TAKE, YOU SHOULD CONSULT YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT, TAX ADVISER OR OTHER PROFESSIONAL ADVISER(S) IMMEDIATELY.

This Appendix 2 is circulated to the shareholders of AcroMeta Group Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) together with the Company’s annual report for the financial year ended 30 September 2024 (the “**Annual Report**”). Its purpose is to provide shareholders of the Company with information relating to the Proposed Adoption of PSP 2025 (as defined herein) to be tabled at the 2025 AGM (as defined herein) to be held on 27 January 2025 at 10.00 a.m. at NUSS Mandalay Guild House, Adam Bukit and Orchard Suite at 2 Mandalay Road, Singapore 308206.

The ordinary resolution proposed to be passed in respect of the Proposed Adoption of PSP 2025 is set out as Ordinary Resolution 11 in the Notice of AGM (as defined herein) enclosed in the Annual Report.

If you have sold or transferred all your Shares in the capital of the Company held through The Central Depository (Pte) Limited (“**CDP**”), you need not forward this Appendix 2, the Notice of AGM and the attached Proxy Form to the purchaser or transferee as arrangements will be made by CDP for a separate Appendix 2, Notice of AGM and the attached Proxy Form to be sent to the purchaser or transferee. If you have sold or transferred all your Shares represented by physical share certificate(s), you should immediately forward this Appendix 2, Notice of AGM and the attached Proxy Form to the purchaser or transferee or to the bank, stockbroker or agent through whom you effected the sale or transfer, for onward transmission to the purchaser or transferee.

This Appendix 2 has been prepared by the Company and its contents have been reviewed by the Company’s sponsor, W Capital Markets Pte. Ltd. (the “**Sponsor**”). This Appendix 2 has not been examined or approved by the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) and the SGX-ST assumes no responsibility for the contents of this Appendix 2, including the correctness of any statements or opinions made, or reports contained in this Appendix 2.

The contact person for the Sponsor is Ms Alicia Chang, 65 Chulia Street, #43-01, OCBC Centre, Singapore 049513, telephone (65) 6513 3525.

An additional listing application will be made through the Sponsor, to SGX-ST for permission for the listing and quotation of the Shares to be awarded under the PSP 2025 (“**PSP Shares**”) on the Catalist board of SGX-ST (“**Catalist**”). The listing and quotation notice for the PSP Shares, if issued by SGX-ST, is not to be taken as an indication of the merits of the Proposed Adoption of PSP 2025, the Company, the Shares and the PSP Shares.



APPENDIX 2 TO THE NOTICE OF AGM IN RELATION TO THE PROPOSED ADOPTION OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

TABLE OF CONTENTS

DEFINITIONS.....	3
1. INTRODUCTION.....	9
2. THE PROPOSED ADOPTION OF THE ACROMETA PERFORMANCE SHARE PLAN 2025	10
3. PARTICIPATION BY CONTROLLING SHAREHOLDERS AND THEIR ASSOCIATES AND NON-EXECUTIVE DIRECTORS (INCLUDING INDEPENDENT DIRECTORS) IN PSP 2025	21
4. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS.....	22
5. DIRECTORS' RECOMMENDATION	23
6. ABSTENTION FROM VOTING	23
7. ANNUAL GENERAL MEETING	24
8. ACTION TO BE TAKEN BY SHAREHOLDERS	24
9. DIRECTORS' RESPONSIBILITY STATEMENT	24
10. INSPECTION OF DOCUMENTS.....	24
ANNEX A – RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025	26

DEFINITIONS

In this Appendix 2, the following definitions apply throughout unless otherwise stated:-

- “2025 AGM”** : the annual general meeting of the Company to be held at NUSS Mandalay Guild House, Adam Bukit and Orchard Suite at 2 Mandalay Road, Singapore 308206 on 27 January 2025 at 10.00 a.m.
- “ACRA”** : the Accounting and Corporate Regulatory Authority of Singapore
- “Act” or “Companies Act”** : the Companies Act 1967 of Singapore, as may be amended or modified from time to time
- “AGM”** : the annual general meeting of the Company
- “Annual Report”** : the annual report of the Company for FY2024
- “Appendix 2”** : this Appendix 2 to the Notice of AGM dated 10 January 2025
- “associate”** : (a) In relation to any Director, Chief Executive Officer, Substantial Shareholder or Controlling Shareholder (being an individual), means:
- (i) his immediate family;
 - (ii) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (iii) any company in which he or his immediate family together (directly or indirectly) have an interest of 30% or more;
- (b) In relation to a Substantial or Controlling Shareholder (being a company), means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
- “Audit Committee”** : the audit committee of the Company as at the date of this Appendix 2 or from time to time, as the case may be
- “Award”** : a contingent award of Shares granted under the PSP 2025

DEFINITIONS

“Award Date”	:	in relation to an Award, the date on which the Award is granted
“Award Letter”	:	a letter in such form as the Committee shall approve, confirming an Award granted to a Participant by the Committee
“Board”	:	the Board of Directors of the Company for the time being
“Business Day”	:	a day other than a Saturday, a Sunday, or a gazetted public holiday in Singapore
“Catalist”	:	the Catalist board of the SGX-ST
“Catalist Rules”	:	the SGX-ST Listing Manual Section B: Rules of Catalist, as may be amended, modified or supplemented from time to time
“CDP”	:	the Central Depository Pte Limited
“Committee”	:	A committee comprising Directors duly authorised, appointed and nominated by the Board to administer the PSP 2025, which shall be the Remuneration Committee of the Company from time to time
“Constitution”	:	the constitution of the Company, as may be amended or modified from time to time
“control”	:	the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
“Controlling Shareholder”	:	a person who: (a) holds directly or indirectly 15% or more of the nominal amount of all voting shares in a company. The SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder; or (b) in fact exercises control over a company
“Company”	:	AcroMeta Group Limited
“CPF”	:	Central Provident Fund
“Director(s)”	:	Director(s) of the Company for the time being

DEFINITIONS

“EPS”	:	Earnings Per Share
“Executive Director”	:	a director of the Company who performs an executive function
“Financial Year”	:	each period of 12 months or more or less than 12 months, at the end of which the balance of accounts of the relevant company are prepared and audited, for the purpose of laying the same before an annual general meeting of the relevant company
“FY2024”	:	the Group’s financial year ended 30 September 2024
“Group”	:	the Company and its subsidiaries, collectively
“Group Employee”	:	any employee of the Group (including any Group Executive Director)
“Group Executive Director”	:	a director of the Company and/or any of its subsidiaries, as the case may be, who performs an executive function
“Independent Director”	:	a non-executive independent director of the Company
“Latest Practicable Date”	:	26 December 2024, being the latest practicable date prior to the issue of this Appendix 2
“Market Day”	:	a day on which the SGX-ST is open for trading in securities
“New Business”	:	the proposed business of designing, manufacturing, branding and distribution of lifestyle-orientated and audio-centric electronics, the full details of which are set out in Section 3 of this Appendix 2
“Non-Executive Director”	:	a director of the Company and/or any of its subsidiaries, as the case may be, other than a Group Executive Director
“Notice of AGM”	:	the notice of the 2025 AGM
“NTA”	:	net tangible assets
“Participant”	:	any eligible person who is selected by the Committee to participate in the PSP 2025 in accordance with the rules thereof
“Performance Condition(s)”	:	In relation to a performance-related Award, the performance condition(s) prescribed by the Committee to be fulfilled by a Participant for any particular period

DEFINITIONS

“Proposed Adoption of PSP 2025”	:	the proposed adoption of the PSP 2025
“PSP 2025”	:	the proposed AcroMeta Performance Share Plan 2025, the terms of which are set out in Annex A to this Appendix 2, as may be amended, modified or supplemented from time to time.
“Remuneration Committee”	:	The remuneration committee for the time being of the Company
“Rules”	:	the proposed rules of the PSP 2025, further details of which are set out in Annex A of this Appendix 2, as may be amended, supplemented or modified from time to time
“Release Schedule”	:	the vesting or payout schedule of the performance shares
“SFA”	:	the Securities and Futures Act 2001 of Singapore, as may be amended or modified from time to time
“SGXNet”	:	Singapore Exchange Network, a system network used by listed companies in sending information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Shares”	:	ordinary shares in the capital of the Company and “Share” shall be construed accordingly
“Shareholders”	:	registered holder(s) of the Shares, except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP whose securities accounts are credited with those Shares
“SIC”	:	Securities Industry Council
“Substantial Shareholder”	:	a person who has an interest (directly or indirectly) in 5% or more of the total issued share capital of the Company
“Take-over Code”	:	the Singapore Code on Take-overs and Mergers, as amended, supplemented or modified from time to time

DEFINITIONS

“ Treasury Shares ”	:	the Shares held in treasury by the Company
“ S\$ ” and “ cents ”	:	Singapore dollar and cents respectively
“ % ” or “ per cent ”	:	Per centum or percentage

Unless the context otherwise requires:

- (a) the terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the same meanings ascribed to them respectively in Section 81SF of the SFA;
- (b) the terms “**subsidiary**” and “**related corporations**” shall have the meanings ascribed to them respectively in Section 5 of the Companies Act;
- (c) words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. Unless the context otherwise requires, any references to persons shall include individuals, corporate bodies (wherever incorporated), unincorporated associations and partnerships;
- (d) any reference in this Appendix 2 to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA, the Catalist Rules or any statutory or regulatory modification thereof and not otherwise defined in this Appendix 2 shall, where applicable, have the same meaning ascribed to it under the Companies Act, the SFA, the Catalist Rules or such modification thereof, as the case may be, unless the context otherwise requires;
- (e) any reference to a time of a day in this Appendix 2 shall be a reference to Singapore time unless otherwise stated;
- (f) any discrepancies between the figures listed and the totals thereof are due to rounding. Accordingly, figures shown as totals in this Appendix 2 may not be an arithmetic aggregation of the figures that precede them; and
- (g) the headings in this Appendix 2 are inserted for convenience only and shall be ignored in construing this Appendix 2.

CAUTIONARY NOTE ON FORWARD-LOOKING STATEMENTS

All statements other than statements of historical facts included in this Appendix 2 are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as “expect”, “anticipate”, “believe”, “estimate”, “intend”, “project”, “plan”, “strategy”, “forecast” and similar expressions or future or conditional verbs such as “if”, “will”, “would”, “should”, “could”, “may” and “might”. These statements reflect the Company’s current expectations, beliefs, hopes, intentions or strategies regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly,

DEFINITIONS

actual results may differ materially from those described in such forward-looking statements. Shareholders should not place undue reliance on such forward-looking statements. Further, the Company disclaim any responsibility to update or revise any forward-looking statements for any reason, even if new information becomes available or other events occur in the future, subject to compliance with all applicable laws and regulations and/or the rules of the SGX-ST and/or any other regulatory or supervisory body or agency.

LETTER TO SHAREHOLDERS



ACROMETA GROUP LIMITED

(Company Registration No.: 201544003M)
(Incorporated in the Republic of Singapore)

Directors

Mr. Mahtani Bhagwandas (*Non-Executive Chairman*)
Mr. Lim Say Chin (*Executive Director and Chief Executive Officer*)
Mr. Toh Ker How Lawrence (*Executive Director*)
Mr. Guo Jinyao Keith (*Executive Director*)
Mr. Cheong Keng Chuan, Alfred (*Lead Independent Director*)
Mr. Chan Tze Choong Eric (*Independent Director*)

Registered Office:

6001 Beach Road
#16-03, Golden Mile
Tower
Singapore 199598

10 January 2025

To: The Shareholders of the Company

Dear Sir/Madam

THE PROPOSED ADOPTION OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

1. INTRODUCTION

- 1.1 The Directors refer to the Notice of AGM dated 10 January 2025 accompanying the Annual Report of the Company for FY2024, and the ordinary resolutions set out in the Notice of AGM in relation to the Proposed Adoption of PSP 2025.
- 1.2 The purpose of this Appendix 2 is to provide Shareholders with information relating to the proposed adoption of the AcroMeta Performance Share Plan 2025 ("**PSP 2025**"), and to seek Shareholders' approval for the Proposed Adoption of PSP 2025 to be tabled at the 2025 AGM.
- 1.3 An additional listing application will be made by the Sponsor to SGX-ST for permission to deal in and for the listing and quotation of the new PSP Shares to be issued upon the vesting of an award granted to a participant under the PSP 2025. An announcement will be made by the Company upon receipt of the listing and quotation notice from SGX-ST to notify Shareholders of the receipt of such notice and the conditions on which the grant of such notice by SGX-ST is subject to. The listing and quotation notice for the PSP Shares, if issued by SGX-ST, is not to be taken as an indication of the merits of the Proposed Adoption of PSP 2025, the Company, the Shares and the PSP Shares.
- 1.4 This Appendix 2 has been prepared solely for the purpose set out herein and may not be relied on by any persons (other than the Shareholders) nor for any other purpose.

LETTER TO SHAREHOLDERS

2. THE PROPOSED ADOPTION OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

2.1 Background

The Company has in place the AcroMeta Performance Share Scheme (“**AcroMeta PSS**”), which was adopted at an extraordinary general meeting of the Company held on 16 March 2016. The duration of the AcroMeta PSS was subject to a maximum period of ten (10) years commencing on the date on which the AcroMeta PSS was adopted by the Company. The purpose of adopting the AcroMeta PSS was to increase the Company’s flexibility and effectiveness in its continuing efforts to reward, retain and motivate employees of the Group to achieve superior performance and continue to strive for the Group’s long-term growth.

AcroMeta PSS

An aggregate of 49,960,000 Shares, representing 14.7% of the issued Shares as at the LPD (excluding treasury shares), had been allotted and issued pursuant to the vesting of awards granted under the AcroMeta PSS. Save for certain performance conditions attached to the awards granted under the AcroMeta PSS, there were no material conditions to which such awards were subject. There are currently no outstanding awards under the AcroMeta PSS.

Following the issuance and allotment of award shares granted under the AcroMeta PSS throughout nine (9) years since the AcroMeta PSS was adopted, the mandate specified under the rules of the AcroMeta PSS has been fully utilised.

The Company is proposing to adopt a new performance share plan, known as the AcroMeta Performance Share Plan 2025, subject to Shareholders' approval for the Proposed Adoption of PSP 2025 being obtained at the 2025 AGM.

Under the PSP 2025, the Committee will determine the number of Shares in respect of which Awards may be offered to any Participant for subscription in accordance with the PSP 2025 at the absolute discretion of the Committee, which may take into account criteria such as, *inter alia*, designation, responsibilities, past performance, contributions to the Group and potential for future development and/or contributions by such Participant.

As at the Latest Practicable Date, apart from the AcroMeta PSS, the Company does not have any other existing share option scheme, performance share plan or share incentive scheme in force.

2.2 Rationale for the PSP 2025

As announced in the Company’s Appendix 1 to the Notice of AGM dated 10 January 2025, the Group plans to expand its current core business to include the activities of designing, manufacturing, branding and distribution of lifestyle-orientated and audio-

LETTER TO SHAREHOLDERS

centric electronics (the “**New Business**”), which will be undertaken by Acrometa Lifestyle Pte. Ltd. (“**AcroMeta Lifestyle**”), a wholly-owned subsidiary of Acrometa Group Ltd.

Given that the New Business is in its nascent stages, the Company will need to conserve its operating cashflow for growing the New Business, such as, *inter alia*, for potential strategic acquisitions and any other potential new businesses that the Company may want to expand into. At the same time, the Company recognises the need to reward employees of the Group who have made significant positive contributions to the success of the Group, and to motivate them to continue with their good performance. Having the option of rewarding performing employees of the Group through the granting of share awards instead of giving cash bonuses would allow the Company to achieve both objectives. As the mandate under the AcroMeta PSS has been fully utilised, the Company has to adopt a new performance share plan in order to grant share awards to such performing employees of the Group.

The Company is of the view that the PSP 2025 will allow the Company to have greater flexibility in designing the remuneration packages of employees so as to better align the interests of employees with the interests of Shareholders, by enabling the Company to:

- (a) provide Participants with the opportunity to participate in the equity of the Company;
- (b) promote a sense of ownership within the Group, which aligns the interests of Participants with the interests of Shareholders;
- (c) motivate Participants to strive towards achieving greater performance and to contribute positively to the Group;
- (d) recognise contributions made or to be made by Participants by including a variable component in their remuneration package; and
- (e) increase the competitiveness of employee remuneration package so as to attract and retain performing staff, whose contributions will positively impact the long-term growth and profitability of the Group.

2.3 Summary of the Rules of the PSP 2025

The Rules of the PSP 2025 are set out in Annex A of this Appendix 2. A summary of the Rules of the PSP 2025 is set out as follows:

(a) Eligibility for Participation

The following persons are eligible to participate in the PSP 2025 at the absolute discretion of the Committee, provided that, as at the Award Date, such person has attained the age of 21 years and is not an undischarged bankrupt and has not entered into a composition with his/her creditors:

- (i) full-time Group Employees who hold such position as may be designated by the Committee (including any Group Executive Director who meets the

LETTER TO SHAREHOLDERS

relevant criteria and who shall be regarded as a Group Employee for the purposes of the PSP 2025);

- (ii) Non-Executive Directors (including Independent Directors); and
- (iii) Controlling Shareholders and their associates;

who, in the opinion of the Committee, have contributed or will contribute to the success of the Group.

Persons who are Controlling Shareholders and their associates who satisfy the criteria set out in the PSP 2025 shall be eligible to participate in the PSP 2025, at the absolute discretion of the Committee, provided that, *inter alia*, the participation of each of them, and the actual number and terms of Awards to be granted to each of them, have been approved by the independent Shareholders at a general meeting to be convened by the Company in separate resolutions for each person, and further provided that each of such Controlling Shareholders and/or their associates shall abstain from voting on the resolution in relation to his participation in the PSP 2025 and the grant of Awards to him.

There will be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by the Company or any of the other companies within the Group.

Subject to the Act and any requirements of the SGX-ST, the terms of eligibility for participation in the PSP 2025 may be amended from time to time at the absolute discretion of the Committee.

(b) Administration of the PSP 2025

The PSP 2025 shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board. A Participant who is a member of the Committee shall not participate in any deliberation or decision in respect of Awards to be granted to him or held by him.

The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the PSP 2025) for the implementation and administration of the PSP 2025, to give effect to the provisions of the PSP 2025 and/or to enhance the benefit of the Awards and the Released Awards to the Participants, as it may, in its absolute discretion, think fit.

Any matter pertaining or pursuant to the PSP 2025 and any dispute and uncertainty as to the interpretation of the PSP 2025 or any rule, regulation or procedure thereunder or any rights under the PSP 2025 shall be determined by the Committee.

(c) Limitations on the Size of the PSP 2025

LETTER TO SHAREHOLDERS

The aggregate number of Shares which may be issued or transferred pursuant to Awards granted under the PSP 2025 on any date, when added to the aggregate number of Shares issued and issuable and/or transferred and transferrable in respect of all Awards granted under the PSP 2025 will not exceed 15% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day preceding the relevant date of Award.

The number of Shares in respect of which Awards may be granted to any Participant in accordance with the PSP 2025 shall be determined at the absolute discretion of the Committee.

(d) Duration of the PSP 2025

The PSP 2025 shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on the date on which the PSP 2025 is adopted by the Shareholders at the AGM, provided always that the PSP 2025 may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required

The PSP 2025 may be terminated at any time at the discretion of the Committee, or by an ordinary resolution of the Company in general meeting, subject to all other relevant approvals which may be required and if the PSP 2025 is so terminated, no further Awards shall be granted by the Committee hereunder.

The expiry or termination of the PSP 2025 shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been released (whether fully or partially) or not.

(e) Grant of Award

Awards represent the right conferred by the Company on a Participant to be issued or transferred Shares in the Company, free of charge, in accordance with the PSP 2025, provided that certain prescribed Performance Condition(s) (if any) are met and upon expiry of the prescribed Performance Period.

The Committee may grant Awards to eligible Group Employees, Group Non-Executive Directors (including Independent Directors), Controlling Shareholders and their associates, and in each case, as the Committee may select in its absolute discretion, at any time during the period when the PSP 2025 is in force, provided that (i) no Award shall be granted during the period commencing (a) two (2) weeks before the announcement of the Company's financial statements for each of the first three (3) quarters of its financial year and one (1) month before the announcement of the Company's full year financial statements (if the Company announces quarterly financial statements, whether required by the SGX-ST or otherwise) or (b) one month before the announcement of the Company's half year and full year financial statements (if the Company does not announce quarterly financial statements), and (ii) in the event that an announcement on any matter involving unpublished price sensitive information is

LETTER TO SHAREHOLDERS

made, Awards may only be granted on or after the second Market Day from the date on which the aforesaid announcement is made.

The Committee shall decide, in its absolute discretion, in relation to each Award:

- (i) the Participant;
- (ii) the Award Date;
- (iii) the number of Shares which are the subject of the Award;
- (iv) the Performance Condition(s) and the Performance Period during which such Performance Condition(s) are to be satisfied, if any;
- (v) the Vesting Date of such Award; and
- (vi) any other condition which the Committee may determine in relation to that Award, provided that the requirements under the Catalist Rules and any other regulations or requirements of the SGX-ST from time to time are complied with.

The Performance Condition(s) in relation to each Award will be determined by the Committee in its discretion, taking into account the objective of setting incremental performance targets or benchmarks which are in line with the objectives of the Company and the Group.

The Committee may amend or waive the Performance Period, the Performance Condition(s) and/or the Vesting Date in respect of any Award and shall notify the Participants of such change or waiver:

- (a) in the event of a general offer (whether conditional or unconditional) being made for all or any part of the Shares or if under any applicable laws, a court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies or in the event of a proposal to liquidate or sell all or substantially all of the assets of the Company; or
- (b) if anything happens which causes the Committee to conclude that:
 - (1) a changed Performance Condition and/or Release Schedule would be a fairer measure of the performance of a Participant, and would be no less difficult to satisfy; or
 - (2) the Performance Condition and/or Release Schedule should be waived, as the Participant has achieved a level of performance that the Committee considers satisfactory notwithstanding that the Performance Condition may not have been fulfilled or for any other reason,

LETTER TO SHAREHOLDERS

and shall notify the Participants of such change or waiver (but accidental omission to give notice to any Participant(s) shall not invalidate any such change or waiver).

Participants are not required to pay for the grant of Awards.

An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Shares to which the Released Award relates, shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged, mortgaged, encumbered or otherwise disposed of, in whole or in part, except with the prior approval of the Committee and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award without the prior approval of the Committee, that Award or Released Award shall immediately lapse.

(f) Release of Awards

Subject to prevailing legislation, the Catalist Rules and the Constitution, the Company will have the flexibility to deliver Shares to Participants upon Vesting of their Awards by way of:

- (i) an allotment and issue of new Shares; and/or
- (ii) the transfer of existing Shares to the Participant, whether such existing Shares are purchased or acquired pursuant to a share buy back mandate granted by Shareholders (including any renewal of such mandate) or (to the extent permitted by law) held as treasury shares.

In determining whether to issue new Shares or to deliver existing Shares to Participants on release of their Awards, the Company will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares, the financial and cash position of the Group and the financial effect on the Company of either issuing new Shares or delivering existing Shares.

Subject to such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to compliance with the terms of the PSP 2025 and the Constitution, the Company shall, within 10 Market Days after the Release of an Award, allot and issue the relevant Shares or transfer the treasury shares (as the case may be), and do such acts or things which are necessary for the transfer to be effective.

(g) Shares

New Shares allotted and issued, and existing Shares procured by the Company for transfer, to a Participant on the Release of an Award shall (a) be subject to all

LETTER TO SHAREHOLDERS

the provisions of the Constitution; and (b) rank for any dividend, right, allotment or other distribution on the Record Date of which is on or after the relevant Vesting Date and (subject as aforesaid) will rank *pari passu* in all respects with the Shares then existing.

Shares which are allotted and issued or transferred to a Participant pursuant to the Release of an Award shall not be transferred, charged, assigned, pledged or otherwise disposed of or encumbered, in whole or in part, during the Retention Period, except to the extent set out in the Award Letter or with the prior approval of the Committee. The Company may take steps that it considers necessary or appropriate to enforce or give effect to this disposal restriction including specifying in the Award Letter the conditions which are to be attached to an Award for the purpose of enforcing this disposal restriction.

(h) Events prior to the Release of Awards

An Award shall, to the extent not yet Released, immediately lapse and become void and cease to have effect on the occurrence of any of the following events:

- (i) the decision of the Committee, in its absolute discretion, to revoke or annul such Award;
- (ii) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of or interest in an Award;
- (iii) misconduct on the part of the Participant as determined by the Committee in its discretion;
- (iv) upon the Participant ceasing to be in the employment of or being a Director of the Group, for any reason whatsoever;
- (v) the breach of any of the terms of the Award by the Participant; or
- (vi) in the event of an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency.

In any of the following events:

- (i) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of or interest in an Award;
- (ii) where the Participant ceases to be in the employment of the Group by reason of, *inter alia*, ill health, injury or disability, redundancy, retirement at or after the legal retirement age, or any other event approved by the Committee at its absolute discretion;
- (iii) the death of the Participant; or

LETTER TO SHAREHOLDERS

- (iv) any other event approved by the Committee at its absolute discretion,

the Committee may, in its absolute discretion, preserve all or any part of any Award and decide as soon as reasonably practicable following such event either to Release some or all of the Shares which are the subject of any Award or to preserve all or part of any Award until the end of the Performance Period subject to the provisions of the PSP 2025. In exercising its discretion, the Committee will have regard to all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the Performance Condition(s) have been satisfied.

If before the Vesting Date, any of the following occurs:

- (i) a general offer (whether conditional or unconditional) being made for all or any part of the Shares;
- (ii) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies being approved by shareholders of the Company and/or sanctioned by the court under any applicable laws;
- (iii) an order for the compulsory winding-up of the Company is made; or
- (iv) a resolution for a voluntary winding-up (other than for amalgamation or reconstruction) of the Company being made,

the Committee will consider, at its discretion, whether or not to Release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to Release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will have regard to the proportion of the Performance Period which has elapsed and the extent to which the Performance Condition(s) have been satisfied. Where such Award is Released, the Committee will, as soon as practicable after such Release, procure the allotment or transfer to each Participant of the number of Shares so determined, such allotment or transfer to be made in accordance with the Rules of the PSP 2025.

(i) Adjustment Events

If a variation in the issued share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue, reduction of capital, subdivision, consolidation, distribution or otherwise) shall take place or if the Company shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie), then:

LETTER TO SHAREHOLDERS

- (i) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested; and/or
- (ii) the class and/or number of Shares in respect of which future Awards may be granted under the PSP 2025,

shall be adjusted in such manner as the Committee may determine to be appropriate, provided that no adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive. Any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditors of the Company (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

Unless the Committee considers an adjustment to be appropriate, (i) the issue of securities as consideration for an acquisition or a private placement of securities, or (ii) the cancellation of issued Shares purchased or acquired by the Company by way of a market purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

The Committee may, in any circumstances where it considers that no adjustment should be made or that it should take effect on a different date or that an adjustment should be made notwithstanding that no adjustment is required under the PSP 2025 (as the case may be), request the Auditors to consider whether for any reasons whatsoever the adjustment or the absence of an adjustment is appropriate or inappropriate as the case may be, and, after such consideration, no adjustment shall take place or the adjustment shall be modified or nullified or an adjustment made (instead of no adjustment made) in such manner and on such date as shall be considered by such Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

(j) Abstention from Voting

Shareholders who are eligible to participate in the PSP 2025 are to abstain from voting on any Shareholders' resolution relating to the PSP 2025, including any Shareholders' resolution relating to the implementation of the PSP 2025, or the participation by and Awards granted to, Controlling Shareholders and/or their associates, and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the Proxy Form on how the vote is to be cast.

(k) Modifications to the PSP 2025

Any or all the provisions of the PSP 2025 may be modified and/or altered at any time and from time to time by a resolution of the Board, except that:

- (i) no modification or alteration shall be made which would adversely affect the rights attached to any Award granted prior to such modification or alteration

LETTER TO SHAREHOLDERS

except with the prior consent in writing of such number of Participants who, if their Awards were Released to them upon the Performance Condition(s) for their Awards being satisfied in full, would become entitled to not less than 75% of the aggregate number of the Shares which would fall to be Vested upon Release of all outstanding Awards upon the Performance Conditions for all outstanding Awards being satisfied in full;

- (ii) any modifications or alterations which would be to the advantage of Participants under the PSP 2025 shall be subject to prior approval of the Shareholders in general meeting; and
- (iii) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be necessary.

For the purposes of the above, the opinion of the Committee as to whether any modification or alteration would alter adversely the rights attaching to any Awards shall be final and conclusive.

(l) Disclosure in Annual Report

The Company will make the following disclosures in its annual report for the duration of the PSP 2025:

- (i) The names of the members of the Committee administering the PSP 2025;
- (ii) The information required in the table below for the following Participants:
 - (1) Directors of the Company;
 - (2) Participants who are Controlling Shareholders and their associates; and
 - (3) Participants (other than those in (i) and (ii) above) who receive 5% or more of the total number of Shares available under the PSP 2025.

Name of Participant	Aggregate number of Shares comprised in Awards granted during the financial year under review (including terms)	Aggregate number of Shares comprised in Awards granted since commencement of the PSP 2025 to the end of the financial year under review	Aggregate number of Shares comprised in Awards released since commencement of the PSP 2025 to the end of the financial year under review	Aggregate number of Shares comprised in Awards not yet released as at the end of the financial year under review

LETTER TO SHAREHOLDERS

- (iii) Such other information as may be required by the Catalist Rules, the Act and all other applicable laws and requirements.

If any of the above requirements is not applicable, an appropriate negative statement shall be included therein.

2.4 Financial Effects of the PSP 2025

(a) Potential Cost of Awards

The PSP 2025 is considered a share-based payment that falls under the scope of the Singapore Financial Reporting Standard (International) 2 ("**SFRS(I) 2**"). Participants will receive Shares and the Awards would be accounted for as equity-settled share-based transactions, as described in the following paragraphs.

The fair value of employee services received in exchange for the grant of the Awards would be recognised as an expense in the income statement with a corresponding increase in a reserve account over the vesting period. The total expense to be recognised over the vesting period is determined by reference to the fair value of each Award granted on the date of grant. As at each financial year end, the Company will revise its estimated number of new Shares under the Awards that are expected to be delivered on the vesting date recognised the effect of the revision of estimates in the income statement with a corresponding adjustment to the reserve account over the remaining vesting period.

The expense recognised in the income statement also depends on whether or not the Performance Condition(s) attached to an Award is measured by reference to the market price of the Shares. This is known as a "*market condition*". If the Performance Condition(s) is a market condition, the probability of the Performance Condition(s) being met is taken into account in estimating the fair value of the Award granted at the Award Date, and no adjustments to the amounts charged to the income statement are made whether or not the market condition is met.

However, if the Performance Condition(s) is not a market condition, the fair value per Share of the Awards granted at the Award Date is used to compute the expense to be recognised in the income statement at each financial year ended, based on an assessment at that date of whether the non-market conditions would be met to enable the Awards to vest. Thus, where the vesting conditions do not include a market condition, there would be no cumulative expense recognised in the income statement if the Awards do not ultimately vest.

(b) Share Capital

The grant of Awards under the PSP 2025 will result in an increase in the Company's number of issued Shares where new Shares are issued to Participants. The number of new Shares issued will depend on, *inter alia*, the size of the Awards granted under the PSP 2025. However, if existing Shares are purchased for delivery to Participants in lieu of issuing new Shares to Participants, the PSP 2025 will have no impact on the Company's number of issued Shares (excluding treasury shares).

LETTER TO SHAREHOLDERS

(c) NTA

The PSP 2025 is likely to result in a charge to the Company's and the Group's income statements equal to the market value at which the existing Shares are purchased or the market value on the date at which new Shares are issued under the Awards. If new Shares are issued to Participants pursuant to the vesting of the Awards, there will be no effect on the NTA. If existing Shares are purchased for delivery to Participants, the NTA would decrease by the cost of the Shares purchased.

Notwithstanding the foregoing, it should be noted that Awards are granted only to Participants whom the Company believes would have contributed or will contribute significantly to the success of the Group and the Awards are contingent upon the Participants meeting prescribed Performance Condition(s).

(d) EPS

The PSP 2025 will result in a charge to earnings equivalent to the market value at which the existing Shares are purchased or the market value on the date at which new Shares are issued under the Awards.

Although the PSP 2025 will have a dilutive impact (to the extent that new Shares are issued pursuant to the PSP 2025) on the EPS of the Company and the Group, the delivery of Shares to Participants in respect of Awards granted under the PSP 2025 is contingent upon the Participants meeting certain prescribed Performance Condition(s).

3. PARTICIPATION BY CONTROLLING SHAREHOLDERS AND THEIR ASSOCIATES AND NON-EXECUTIVE DIRECTORS (INCLUDING INDEPENDENT DIRECTORS) IN PSP 2025

3.1 Rationale and justification for participation of the Controlling Shareholders and their associates

The employees and/or the directors of the Group who are also Controlling Shareholders and/or their associates shall be eligible to participate in the PSP 2025 if: (a) their participation in the PSP 2025, and (b) the Award(s) to be granted to them have been approved by independent Shareholders of the Company in separate resolutions for each such person.

The Company intends for employees and/or the directors of the Group who are Controlling Shareholders and/or their associates to be remunerated for their contribution to the Group on the same basis as other employees and/or directors who are not Controlling Shareholders and/or their associates. The Company is of the view that such persons who are Controlling Shareholders and/or their associates should be equally entitled, with the other employees who are not Controlling Shareholders and/or their associates, to participate in this remuneration scheme, and should not be unduly discriminated against by virtue only of their shareholding in the Company.

LETTER TO SHAREHOLDERS

The Company is also of the view that allowing Controlling Shareholders and/or their associates to participate in the PSP 2025 will enhance the long-term commitment of the Controlling Shareholders and/or their associates to the Company. Furthermore, to deny participation by the Controlling Shareholders and/or their associates may dis-incentivise them and may be counter-productive to the objectives of the PSP 2025.

Notwithstanding that Controlling Shareholders and/or their associates already have shareholding interests in the Company, the Directors are of the view that the grant of Awards under the PSP 2025 to Controlling Shareholders and/or their associates will still incentivise the Controlling Shareholders and/or their associates who are employees and directors of the Group to improve their performance, as the value of the Awards granted is best realised with higher market value of the Shares, which in turn is correlated to the performance of the Company.

The terms and conditions of the PSP 2025 do not differentiate between Controlling Shareholders and/or their associates and other Participants in determining the eligibility of such persons to participate in the PSP 2025 and be granted Awards thereunder. As such, the PSP 2025 does not unduly favour Controlling Shareholders and/or their associates and they shall be treated equally with other Participants under the PSP 2025.

In view of the above, the Directors (except for those who are Controlling Shareholders and/or their associates) are of the view that the participation in the PSP 2025 by the Controlling Shareholders and/or their associates is in the best interests of the Company.

3.2 **Rationale and justification for participation of Non-Executive Directors (including Independent Directors)**

Although the Non-Executive Directors (including Independent Directors) are not involved in the day-to-day running of the Group, they contribute by providing invaluable guidance in the strategic planning and development of the Group, applying their experience, drawing on their knowledge and utilising their expertise for the benefit of the Group, and their contribution are no less important to the continued success of the Group than that of employees and/or executive directors of the Group.

It is desirable that the Non-Executive Directors (including Independent Directors) be allowed to participate in the PSP 2025 to give recognition to their services and contributions and to further align their interests with that of the Group. Allowing the Non-Executive Directors (including Independent Directors) to participate in the PSP 2025 will also serve to enable the Group to attract suitable talent to sit on the Board as Non-Executive Directors.

4. **INTEREST OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

The interests of the Directors and Substantial Shareholders in the Shares as at the Latest Practicable Date are set out below:

LETTER TO SHAREHOLDERS

	Direct Interest		Deemed Interest	
	Number of Shares	%(¹)	Number of Shares	%(¹)
Directors				
Lim Say Chin	6,700,000	1.97	-	-
Guo Jinyao, Keith	5,000,000	1.47	-	-
Toh, Ker How, Lawrence	11,000,000	3.24	-	-
Mahtani Bhagwandas	600,000	0.18	-	-
Chan Tze Choong, Eric	600,000	0.18	-	-
Cheong Keng Chuan, Alfred	600,000	0.18	-	-
Substantial Shareholders (other than Directors)				
Levin Lee Keng Weng	71,500,000	21.05	-	-
Chew Chee Keong	60,139,097	17.71	-	-

Notes:

- (1) The percentages of issued share capital are calculated based on 339,587,956 Shares in the capital of the Company as at the Latest Practicable Date.

5. DIRECTORS' RECOMMENDATIONS

The Directors are all eligible to participate in, and are therefore interested in, the PSP 2025. Accordingly, the Directors have abstained from making any recommendations to Shareholders in respect of Ordinary Resolution 11 relating to the Proposed Adoption of PSP 2025, as set out in the Notice of the AGM.

Each Director shall also decline to accept nominations to act as proxies, representatives or otherwise for voting in respect of Ordinary Resolution 11 at the 2025 AGM unless specific instruction has been given in the Proxy Form as to the manner in which votes are to be cast in respect of Ordinary Resolution 11. Accordingly, the Company will disregard any votes cast on Ordinary Resolution 11 by such persons required to abstain from voting in respect of Ordinary Resolution 11.

6. ABSTENTION FROM VOTING

Shareholders who are eligible to participate in the PSP 2025 shall abstain from voting, whether by proxy or representative, on Ordinary Resolution 11 in relation to the Proposed Adoption of PSP 2025, as set out in the Notice of AGM. They should also not accept nominations to act as proxies, representatives or otherwise for voting in respect of Ordinary Resolution 11 at the 2025 AGM unless specific instruction has been given in the Proxy Form as to the manner in which votes are to be cast in respect of Ordinary Resolution 11. Accordingly, the Company will disregard any votes cast on Ordinary

LETTER TO SHAREHOLDERS

Resolution 11 by such persons required to abstain from voting in respect of Ordinary Resolution 11.

7. ANNUAL GENERAL MEETING

The 2025 AGM, notice of which is set out in the Annual Report of the Company, will be held on 27 January 2025 at 10 a.m. at NUSS Mandalay Guild House, Adam Bukit and Orchard Suite at 2 Mandalay Road, Singapore 308206, for the purpose of considering and, if thought fit, passing with or without any modifications, *inter alia*, the Ordinary Resolution relating to the Proposed Adoption of PSP 2025 as set out in the Notice of AGM.

8. ACTION TO BE TAKEN BY SHAREHOLDERS

- 8.1 Shareholders should note that the AGM will be convened in a physical format only. Shareholders will not be able to participate electronically in any manner whatsoever. Shareholders who are unable to attend the AGM and who wish to appoint a proxy or proxies to attend and vote on their behalf should complete, sign and return the Proxy Form attached to the Notice of AGM in accordance with the instructions printed therein as soon as possible and, in any event, so as to arrive at the registered office of the Company at 6001 Beach Road, #16-03, Golden Mile Tower, Singapore 199589, not later than 72 hours before the time fixed for the AGM. The appointment of a proxy by a Shareholder does not preclude him from attending and voting in person at the AGM if he so wishes in place of the proxy.
- 8.2 A Depositor shall not be regarded as a Shareholder of the Company entitled to attend the AGM and to speak and vote thereat unless his name appears on the Depository Register maintained by CDP not less than 72 hours before the time fixed for the AGM or any adjournment thereof.

9. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this Appendix 2 and confirm after making all reasonable enquiries that, to the best of their knowledge and belief, this Appendix 2 constitutes full and true disclosure of all material facts about the Proposed Adoption of PSP 2025, and the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this Appendix 2 misleading. Where information in this Appendix 2 has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this Appendix 2 in its proper form and context.

10. INSPECTION OF DOCUMENTS

LETTER TO SHAREHOLDERS

The following document is available for inspection by Shareholders at the registered office of the Company at 6001 Beach Road, #16-03, Golden Mile Tower, Singapore 199589 during normal business hours from the date of this Appendix 2 up to the date of the AGM:

- (a) the Annual Report of the Company for the financial year ended 30 September 2024;
- (b) the Constitution; and
- (c) the Rules of the PSP 2025.

Yours faithfully

For and on behalf of the Board of Directors of
ACROMETA GROUP LIMITED

Mr. Mahtani Bhagwandas

Non-Executive Chairman

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

1. NAME OF THE PLAN

This performance share plan shall be called the AcroMeta Performance Share Plan 2025 (“**PSP 2025**”).

2. DEFINITIONS

In the PSP 2025, the following definitions apply throughout unless otherwise stated:-

- “ACRA”** : the Accounting and Corporate Regulatory Authority of Singapore
- “Act” or “Companies Act”** : the Companies Act 1967 of Singapore, as may be amended or modified from time to time
- “Adoption Date”** : the date on which the PSP 2025 is adopted by Shareholders at a general meeting
- “Annual Report”** : the annual report of the Company for FY2024
- “associate”** : (c) In relation to any Director, Chief Executive Officer, Substantial Shareholder or Controlling Shareholder (being an individual), means:
- (iv) his immediate family;
 - (v) the trustees of any trust of which he or his immediate family is a beneficiary or, in the case of a discretionary trust, is a discretionary object; and
 - (vi) any company in which he or his immediate family together (directly or indirectly) have an interest of 30% or more;
- (d) In relation to a Substantial or Controlling Shareholder (being a company), means any other company which is its subsidiary or holding company or is a subsidiary of such holding company or one in the equity of which it and/or such other company or companies taken together (directly or indirectly) have an interest of 30% or more
- “Award”** : a contingent award of Shares granted under the PSP 2025
- “Award Date”** : in relation to an Award, the date on which the Award is

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

	granted
“Award Letter”	: a letter in such form as the Committee shall approve, confirming an Award granted to a Participant by the Committee
“Board”	: the Board of Directors of the Company for the time being
“Business Day”	: a day other than a Saturday, a Sunday, or a gazetted public holiday in Singapore
“Catalist”	: the Catalist board of the SGX-ST
“Catalist Rules”	: the SGX-ST Listing Manual Section B: Rules of Catalist, as may be amended, modified or supplemented from time to time
“CDP”	: the Central Depository Pte Limited
“Committee”	: A committee comprising Directors duly authorised, appointed and nominated by the Board to administer the PSP 2025, which shall be the Remuneration Committee
“Constitution”	: the constitution of the Company, as may be amended or modified from time to time
“control”	: the capacity to dominate decision-making, directly or indirectly, in relation to the financial and operating policies of a company
“Controlling Shareholder”	: a person who: (c) holds directly or indirectly 15% or more of the nominal amount of all voting shares in a company. The SGX-ST may determine that a person who satisfies this paragraph is not a Controlling Shareholder; or (d) in fact exercises control over a company
“Company”	: AcroMeta Group Limited
“CPF”	: Central Provident Fund
“Director(s)”	: Director(s) of the Company for the time being
“Group”	: the Company and its subsidiaries, collectively

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

“Group Employee”	:	any employee of the Group (including any Group Executive Director)
“Group Executive Director”	:	a director of the Company and/or any of its subsidiaries, as the case may be, who performs an executive function
“Independent Director”	:	a non-executive independent director of the Company
“Market Day”	:	a day on which the SGX-ST is open for trading in securities
“Non-Executive Director”	:	a director of the Company and/or any of its subsidiaries, as the case may be, other than a Group Executive Director
“Participant”	:	any eligible person who is selected by the Committee to participate in the PSP 2025 in accordance with the rules thereof
“Performance Condition(s)”	:	In relation to a performance-related Award, the performance condition(s) prescribed by the Committee to be fulfilled by a Participant for any particular period
“Performance Period”	:	a period, the duration of which is to be determined by the Committee at its discretion on the Award Date, during which the Performance Condition is to be fulfilled or satisfied
“PSP 2025”	:	the AcroMeta Performance Share Plan 2025, as may be amended, modified or supplemented from time to time.
“Record Date”	:	The date as at the close of business (or such other time as may have been prescribed by the Company) on which Shareholders must be registered in order to participate in the dividends, rights, allotments or other distributions (as the case may be)
“Release Schedule”	:	the vesting or payout schedule of the performance shares
“Released Award”	:	an Award which has been released in accordance with Rule 8
“Remuneration Committee”	:	The remuneration committee for the time being of the Company

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

“Retention Period”	:	Such retention period as may be determined by the Committee and notified to the Participant at the grant of the relevant Award to that Participant
“Rules”	:	the rules of the PSP 2025
“Securities Account”	:	The securities account maintained by a Depositor with CDP
“SFA”	:	the Securities and Futures Act 2001 of Singapore, as may be amended or modified from time to time
“SGXNet”	:	Singapore Exchange Network, a system network used by listed companies in sending information and announcements to the SGX-ST or any other system networks prescribed by the SGX-ST
“SGX-ST”	:	Singapore Exchange Securities Trading Limited
“Shares”	:	ordinary shares in the capital of the Company and “Share” shall be construed accordingly
“Shareholders”	:	registered holder(s) of the Shares, except that where the registered holder is CDP, the term “Shareholders” shall, in relation to such Shares and where the context admits, mean the persons named as Depositors in the Depository Register maintained by CDP whose securities accounts are credited with those Shares
“Substantial Shareholder”	:	a person who has an interest (directly or indirectly) in 5% or more of the total issued share capital of the Company
“Treasury Shares”	:	the Shares held in treasury by the Company
“Vesting”	:	In relation to Shares which are the subject of a Released Award, the absolute entitlement to all or some of the Shares which are the subject of a Released Award and “Vest” and “Vested” shall be construed accordingly
“Vesting Date”	:	In relation to Shares which are the subject of a Released Award, the date as determined by the Committee and notified to the relevant Participant on which those Shares have Vested pursuant to Rule 8
“S\$” and “cents”	:	Singapore dollar and cents respectively
“%” or “per cent”	:	Per centum or percentage

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

Unless the context otherwise requires:

- (a) the terms “**Depositor**”, “**Depository Agent**” and “**Depository Register**” shall have the same meanings ascribed to them respectively in Section 81SF of the SFA;
- (b) the terms “**subsidiary**” and “**related corporations**” shall have the meanings ascribed to them respectively in Section 5 of the Companies Act;
- (c) words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. Unless the context otherwise requires, any references to persons shall include individuals, corporate bodies (wherever incorporated), unincorporated associations and partnerships;
- (d) any reference in the PSP 2025 to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act, the SFA, the Catalist Rules or any statutory or regulatory modification thereof and not otherwise defined in this PSP 2025 shall, where applicable, have the same meaning ascribed to it under the Companies Act, the SFA, the Catalist Rules or such modification thereof, as the case may be, unless the context otherwise requires;
- (e) any reference to a time of a day in the PSP 2025 shall be a reference to Singapore time unless otherwise stated;
- (f) the headings in the PSP 2025 are inserted for convenience only and shall be ignored in construing the PSP 2025.

3. OBJECTIVES OF THE PSP 2025

- 3.1. The PSP 2025 contemplates the award of fully-paid Shares to Participants based on certain pre- determined benchmarks set by the Committee during the duration of the PSP 2025.
- 3.2. The objective of the PSP 2025 is to:
 - (a) provide Participants with the opportunity to participate in the equity of the Company;
 - (b) promote a sense of ownership within the Group, which aligns the interests of Participants with the interests of Shareholders;
 - (c) motivate Participants to strive towards achieving greater performance and to contribute positively to the Group;
 - (d) recognise contributions made or to be made by Participants by including a variable component in their remuneration package;

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

- (e) increase the competitiveness of employee remuneration package so as to attract and retain performing staff, whose contributions will positively impact the long-term growth and profitability of the Group.

4. ELIGIBILITY OF PARTICIPANTS

4.1. The following persons are eligible to participate in the PSP 2025 at the absolute discretion of the Committee, provided that, as at the Award Date, such person has attained the age of 21 years and is not an undischarged bankrupt and has not entered into a composition with his/her creditors:

- (a) full-time Group Employees who hold such position as may be designated by the Committee (including any Group Executive Director who meets the relevant criteria and who shall be regarded as a Group Employee for the purposes of the PSP 2025);
- (b) Non-Executive Directors (including Independent Directors); and
- (c) Controlling Shareholders and their associates;

who, in the opinion of the Committee, have contributed or will contribute to the success of the Group.

4.2. Persons who are Controlling Shareholders and their associates who satisfy the criteria set out in the PSP 2025 shall be eligible to participate in the PSP 2025, at the absolute discretion of the Committee, provided that, *inter alia*, the participation of each of them, and the actual number and terms of Awards to be granted to each of them, have been approved by the independent Shareholders at a general meeting to be convened by the Company in separate resolutions for each person, and further provided that each of such Controlling Shareholders and/or their associates shall abstain from voting on the resolution in relation to his participation in the PSP 2025 and the grant of Awards to him.

4.3. There will be no restriction on the eligibility of any Participant to participate in any other share option or share incentive schemes implemented by the Company or any of the other companies within the Group.

4.4. Subject to the Act and any requirements of the SGX-ST, the terms of eligibility for participation in the PSP 2025 may be amended from time to time at the absolute discretion of the Committee.

5. LIMITATION ON THE SIZE OF THE PSP 2025

5.1. The aggregate number of Shares which may be issued or transferred pursuant to Awards granted under the PSP 2025 on any date, when added to the aggregate number of Shares issued and issuable and/or transferred and transferrable in respect of all Awards granted

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

under the PSP 2025 will not exceed 15% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) on the day preceding that date.

- 5.2. The number of Shares in respect of which Awards may be granted to any Participant in accordance with the PSP 2025 shall be determined at the absolute discretion of the Committee.

6. GRANT OF AWARDS

- 6.1. Subject to the Rules, the Committee may grant Awards to eligible Group Employees, Non-Executive Directors (including Independent Directors), Controlling Shareholders and their associates, and in each case, as the Committee may select in its absolute discretion, at any time during the period when the PSP 2025 is in force, provided that (i) no Award shall be granted during the period commencing (a) two (2) weeks before the announcement of the Company's financial statements for each of the first three (3) quarters of its financial year and one (1) month before the announcement of the Company's full year financial statements (if the Company announces quarterly financial statements, whether required by the SGX-ST or otherwise) or (b) one month before the announcement of the Company's half year and full year financial statements (if the Company does not announce quarterly financial statements), and (ii) in the event that an announcement on any matter involving unpublished price sensitive information is made, Awards may only be granted on or after the second Market Day from the date on which the aforesaid announcement is made.

- 6.2. The Committee shall decide, in its absolute discretion, in relation to each Award:

- (a) the Participant;
- (b) the Award Date;
- (c) the number of Shares which are the subject of the Award;
- (d) the Performance Condition(s) and the Performance Period during which such Performance Condition(s) are to be satisfied, if any;
- (e) the Vesting Date of such Award; and
- (f) any other condition which the Committee may determine in relation to that Award, provided that the requirements under the Catalist Rules and any other regulations or requirements of the SGX-ST from time to time are complied with.

The Performance Condition(s) in relation to each Award will be determined by the Committee in its discretion, taking into account the objective of setting incremental performance targets or benchmarks which are in line with the objectives of the Company and the Group.

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

- 6.3. The Committee may amend or waive the Performance Period, the Performance Condition(s) and/or the Release Schedule in respect of any Award and shall notify the Participants of such change or waiver:
- (a) in the event of a general offer (whether conditional or unconditional) being made for all or any part of the Shares or if under any applicable laws, a court sanctions a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies or in the event of a proposal to liquidate or sell all or substantially all of the assets of the Company; or
 - (b) if anything happens which causes the Committee to conclude that:
 - (1) a changed Performance Condition and/or Release Schedule would be a fairer measure of the performance of a Participant, and would be no less difficult to satisfy; or
 - (2) the Performance Condition and/or Release Schedule should be waived, as the Participant has achieved a level of performance that the Committee considers satisfactory notwithstanding that the Performance Condition may not have been fulfilled or for any other reason,
- and shall notify the Participants of such change or waiver (but accidental omission to give notice to any Participant(s) shall not invalidate any such change or waiver).
- 6.4. As soon as reasonably practicable after making an Award the Committee shall send to the relevant Participant an Award Letter confirming the Award and specifying in relation to the Award:
- (a) the Award Date;
 - (b) the number of Shares which are the subject of the Award;
 - (c) the Performance Condition(s) and the Performance Period during which such Performance Condition(s) are to be satisfied, if any;
 - (d) the Vesting Date of such Award; and
 - (e) any other condition which the Committee may determine in relation to that Award.
- 6.5. Participants are not required to pay for the grant of Awards.
- 6.6. An Award or Released Award shall be personal to the Participant to whom it is granted and, prior to the allotment and/or transfer to the Participant of the Shares to which the Released Award relates, shall not be transferred (other than to a Participant's personal representative on the death of that Participant), charged, assigned, pledged, mortgaged, encumbered or otherwise disposed of, in whole or in part, except with the prior approval

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

of the Committee and if a Participant shall do, suffer or permit any such act or thing as a result of which he would or might be deprived of any rights under an Award or Released Award without the prior approval of the Committee, that Award or Released Award shall immediately lapse.

7. EVENTS PRIOR TO THE RELEASE OF AWARDS

7.1. An Award shall, to the extent not yet released, immediately lapse and become void and cease to have effect on the occurrence of any of the following events:

- (i) the decision of the Committee, in its absolute discretion, to revoke or annual such Award;
- (ii) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of or interest in an Award;
- (iii) misconduct on the part of the Participant as determined by the Committee in its discretion;
- (iv) upon the Participant ceasing to be in the employment of or being a Director of the Group, for any reason whatsoever;
- (v) the breach of any of the terms of the Award by the Participant; or
- (vi) in the event of an order being made or a resolution passed for the winding-up of the Company on the basis, or by reason, of its insolvency.

7.2. In any of the following events:

- (i) the bankruptcy of the Participant or the happening of any other event which results in his being deprived of the legal or beneficial ownership of or interest in an Award;
- (ii) where the Participant ceases to be in the employment of the Group by reason of, *inter alia*, ill health, injury or disability, redundancy, retirement at or after the legal retirement age, or any other event approved by the Committee at its absolute discretion;
- (iii) the death of the Participant; or
- (iv) any other event approved by the Committee at its absolute discretion,

the Committee may, in its absolute discretion, preserve all or any part of any Award and decide as soon as reasonably practicable following such event either to release some or all of the Shares which are the subject of any Award or to preserve all or part of any Award until the end of the Performance Period subject to the provisions of the PSP 2025. In exercising its discretion, the Committee will have regard to all circumstances on a case-

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

by-case basis, including (but not limited to) the contributions made by that Participant and the extent to which the Performance Condition(s) have been satisfied.

- 7.3. If before the Vesting Date, any of the following occurs:
- (i) a general offer (whether conditional or unconditional) being made for all or any part of the Shares;
 - (ii) a compromise or arrangement proposed for the purposes of, or in connection with, a scheme for the reconstruction of the Company or its amalgamation with another company or companies being approved by shareholders of the Company and/or sanctioned by the court under any applicable laws;
 - (iii) an order for the compulsory winding-up of the Company is made; or
 - (iv) a resolution for a voluntary winding-up (other than for amalgamation or reconstruction) of the Company being made,

the Committee will consider, at its discretion, whether or not to release any Award, and will take into account all circumstances on a case-by-case basis, including (but not limited to) the contributions made by that Participant. If the Committee decides to release any Award, then in determining the number of Shares to be Vested in respect of such Award, the Committee will have regard to the proportion of the Performance Period which has elapsed and the extent to which the Performance Condition(s) have been satisfied. Where such Award is released, the Committee will, as soon as practicable after such release, procure the allotment or transfer to each Participant of the number of Shares so determined, such allotment or transfer to be made in accordance with the Rules of the PSP 2025.

8. RELEASE OF AWARDS

- 8.1. Subject to prevailing legislation, the Catalist Rules and the Constitution, the Company will have the flexibility to deliver Shares to Participants upon Vesting of their Awards by way of:
- (i) an allotment and issue of new Shares; and/or
 - (ii) the transfer of existing Shares to the Participant, whether such existing Shares are purchased or acquired pursuant to a share buy back mandate granted by Shareholders (including any renewal of such mandate) or (to the extent permitted by law) held as treasury shares.
- 8.2. In determining whether to issue new Shares or to deliver existing Shares to Participants on release of their Awards, the Company will take into account factors such as (but not limited to) the number of Shares to be delivered, the prevailing market price of the Shares,

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

the financial and cash position of the Group and the financial effect on the Company of either issuing new Shares or delivering existing Shares.

- 8.3. Subject to such consents or other required action of any competent authority under any regulations or enactments for the time being in force as may be necessary and subject to compliance with the terms of the PSP 2025 and the Constitution, the Company shall, within 10 Market Days after the release of an Award, allot and issue the relevant Shares or transfer the treasury shares (as the case may be), and do such acts or things which are necessary for the transfer to be effective.
- 8.4. New Shares allotted and issued, and existing Shares procured by the Company for transfer, to a Participant on the release of an Award shall (a) be subject to all the provisions of the Constitution; and (b) rank for any dividend, right, allotment or other distribution on the Record Date of which is on or after the relevant Vesting Date and (subject as aforesaid) will rank *pari passu* in all respects with the Shares then existing.
- 8.5. Shares which are allotted and issued or transferred to a Participant pursuant to the release of an Award shall not be transferred, charged, assigned, pledged or otherwise disposed of or encumbered, in whole or in part, during the Retention Period, except to the extent set out in the Award Letter or with the prior approval of the Committee. The Company may take steps that it considers necessary or appropriate to enforce or give effect to this disposal restriction including specifying in the Award Letter the conditions which are to be attached to an Award for the purpose of enforcing this disposal restriction.

9. ADJUSTMENT EVENTS

- 9.1. If a variation in the issued share capital of the Company (whether by way of a capitalisation of profits or reserves or rights issue, reduction of capital, subdivision, consolidation, distribution or otherwise) shall take place or if the Company shall make a capital distribution or a declaration of a special dividend (whether in cash or in specie), then:
- (i) the class and/or number of Shares which are the subject of an Award to the extent not yet Vested; and/or
 - (ii) the class and/or number of Shares in respect of which future Awards may be granted under the PSP 2025,

shall be adjusted in such manner as the Committee may determine to be appropriate, provided that no adjustment shall be made if as a result, the Participant receives a benefit that a Shareholder does not receive. Any adjustment (except in relation to a bonus issue) must be confirmed in writing by the Auditors of the Company (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

- 9.2. Unless the Committee considers an adjustment to be appropriate, (i) the issue of securities as consideration for an acquisition or a private placement of securities, or (ii) the cancellation of issued Shares purchased or acquired by the Company by way of a market

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

purchase of such Shares undertaken by the Company on the SGX-ST during the period when a share purchase mandate granted by Shareholders (including any renewal of such mandate) is in force, shall not normally be regarded as a circumstance requiring adjustment.

- 9.3. The Committee may, in any circumstances where it considers that no adjustment should be made or that it should take effect on a different date or that an adjustment should be made notwithstanding that no adjustment is required under the PSP 2025 (as the case may be), request the Auditors to consider whether for any reasons whatsoever the adjustment or the absence of an adjustment is appropriate or inappropriate as the case may be, and, after such consideration, no adjustment shall take place or the adjustment shall be modified or nullified or an adjustment made (instead of no adjustment made) in such manner and on such date as shall be considered by such Auditors (acting only as experts and not as arbitrators) to be in their opinion, fair and reasonable.

10. ADMINISTRATION OF THE PSP 2025

- 10.1 The PSP 2025 shall be administered by the Committee in its absolute discretion with such powers and duties as are conferred on it by the Board. A Participant who is a member of the Committee shall not participate in any deliberation or decision in respect of Awards to be granted to him or held by him.
- 10.2 The Committee shall have the power, from time to time, to make and vary such arrangements, guidelines and/or regulations (not being inconsistent with the PSP 2025) for the implementation and administration of the PSP 2025, to give effect to the provisions of the PSP 2025 and/or to enhance the benefit of the Awards and the Released Awards to the Participants, as it may, in its absolute discretion, think fit.
- 10.3 Any matter pertaining or pursuant to the PSP 2025 and any dispute and uncertainty as to the interpretation of the PSP 2025 or any rule, regulation or procedure thereunder or any rights under the PSP 2025 shall be determined by the Committee.

11. NOTICES

- 11.1 Any notice required to be given by a Participant to the Company shall be sent or made to the registered office of the Company or such other addresses (including electronic mail addresses) or facsimile number, and marked for the attention of the Committee, as may be notified by the Company to him in writing.
- 11.2 Any notices or documents required to be given to a Participant or any correspondence to be made between the Company and the Participant shall be given or made by the Committee (or such person(s) as it may from time to time direct) on behalf of the Company and shall be delivered to him by hand or sent to him at his home address, electronic mail address or facsimile number according to the records of the Company or the last known address, electronic mail address or facsimile number of the Participant.

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

11.3 Any notice or other communication from a Participant to the Company shall be irrevocable, and shall not be effective until received by the Company. Any other notice or communication from the Company to a Participant shall be deemed to be received by that Participant, when left at the address specified in Rule 11.2 or, if sent by post, on the day following the date of posting or, if sent by electronic mail or facsimile transmission, on the day of despatch.

12. DURATION OF THE PSP 2025

12.1 The PSP 2025 shall continue to be in force at the discretion of the Committee, subject to a maximum period of ten (10) years commencing on Adoption Date, provided always that the PSP 2025 may continue beyond the above stipulated period with the approval of the Shareholders by ordinary resolution at a general meeting and of any relevant authorities which may then be required

12.2 The PSP 2025 may be terminated at any time at the discretion of the Committee, or by an ordinary resolution of the Company in general meeting, subject to all other relevant approvals which may be required and if the PSP 2025 is so terminated, no further Awards shall be granted by the Committee hereunder.

12.3 The expiry or termination of the PSP 2025 shall not affect Awards which have been granted prior to such expiry or termination, whether such Awards have been released (whether fully or partially) or not.

13. TERMS OF EMPLOYMENT UNAFFECTED

13.1 Notwithstanding the provisions of any other Rule:

(a) the PSP 2025 or any Award shall not form part of any contract of employment between the Company and/or any Subsidiary and/or any Employee and the rights and obligations of any individual under the terms of the office or employment with any such company shall not be affected by his participation in the PSP 2025 or any right which he may have to participate in it or any Award which he may be granted and the PSP 2025 or any Award shall afford such an individual no additional rights to compensation or damages in consequence of the termination of such office or employment for any reason whatsoever (whether lawful or not); and

(b) the PSP 2025 shall not confer on any person any legal or equitable rights (other than those constituting the Awards themselves) against the Company and/or any Subsidiary directly or indirectly or give rise to any cause of action at law or in equity against any such company, its directors or employees.

14. MODIFICATIONS TO THE PSP 2025

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

- 14.1 Any or all the provisions of the PSP 2025 may be modified and/or altered at any time and from time to time by a resolution of the Board, except that:
- (i) no modification or alteration shall be made which would adversely affect the rights attached to any Award granted prior to such modification or alteration except with the prior consent in writing of such number of Participants who, if their Awards were Released to them upon the Performance Condition(s) for their Awards being satisfied in full, would become entitled to not less than 75% of the aggregate number of the Shares which would fall to be Vested upon Release of all outstanding Awards upon the Performance Conditions for all outstanding Awards being satisfied in full;
 - (ii) any modifications or alterations which would be to the advantage of Participants under the PSP 2025 shall be subject to prior approval of the Shareholders in general meeting; and
 - (iii) no modification or alteration shall be made without the prior approval of the SGX-ST and such other regulatory authorities as may be necessary.
- 14.2 For the purposes of the above, the opinion of the Committee as to whether any modification or alteration would alter adversely the rights attaching to any Awards shall be final and conclusive.
- 14.3 Notwithstanding anything to the contrary contained in Rule 14.1, the Board may at any time by resolution (and without other formality, save for the prior approval of SGX-ST) amend or alter the PSP 2025 in any way to the extent necessary or desirable, in the opinion of the Committee, to cause the PSP 2025 to comply with, or take into account, any statutory provision (or any amendment or modification thereto, including amendment of or modification to the Act) or the provision or the regulations of any regulatory or other relevant authority or body (including the SGX-ST).
- 14.4 Written notice of any modification or alteration made in accordance with this Rule 14 shall be given to all Participants, but accidental omission to give notice to any Participant(s) shall not invalidate any such modifications or alterations.

15. TAXES

All taxes (including income tax) arising from the grant or Release or Vesting of any Award granted to any Participant under the PSP 2025 shall be borne by that Participant.

16. COSTS AND EXPENSES OF THE PSP 2025

- 16.1 Notwithstanding anything herein, each Participant shall be responsible for all fees of CDP relating to or in connection with the issue and allotment or transfer of any Shares pursuant to the Release of any Award in CDP's name, the deposit of share certificate(s) with CDP,

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

the Participant's securities account with CDP, or the Participant's securities sub-account with a Depository Agent.

- 16.2 Each Participant shall be responsible for obtaining any governmental or other official consent that may be required by any country or jurisdiction in order to permit the grant or Vesting of the relevant Award to such Participant. The Company shall not be responsible for any failure by any Participant to obtain any such consent or for any tax or other liability to which such Participant may become subject as a result of his participation in the PSP 2025.
- 16.3 Save for the taxes referred to in Rule 15 and such other costs and expenses expressly provided in the PSP 2025 to be payable by the Participants, all fees, costs and expenses incurred by the Company in relation to the PSP 2025 including but not limited to the fees, costs and expenses relating to the allotment and issue, or transfer, of Shares pursuant to the Release of any Award shall be borne by the Company.

17. DISCLAIMER OF LIABILITY

Notwithstanding any provisions herein contained, the Company, its Directors or employees or the Committee shall not under any circumstances be held liable for any costs, losses, expenses, liabilities or damages whatsoever and howsoever arising in any matter under or in connection with the PSP 2025, including but not limited to any delay or failure to issue, or procure the transfer of, the Shares or to apply for or procure the listing of new Shares on the SGX-ST in accordance with Rule 8.4 (and any other stock exchange on which the Shares are quoted or listed).

18. DISCLOSURE IN ANNUAL REPORT

- 18.1 The Company will make the following disclosures in its annual report for the duration of the PSP 2025:
- (i) The names of the members of the Committee administering the PSP 2025;
 - (ii) The information required in the table below for the following Participants:
 - (1) Directors of the Company;

Participants who are Controlling Shareholders and their Associates; and
 - (2) Participants (other than those in (i) and (ii) above) who receive 5% or more of the total number of Shares available under the PSP 2025.

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

Name of Participant	Aggregate number of Shares comprised in Awards granted during the financial year under review (including terms)	Aggregate number of Shares comprised in Awards granted since commencement of the PSP 2025 to the end of the financial year under review	Aggregate number of Shares comprised in Awards released since commencement of the PSP 2025 to the end of the financial year under review	Aggregate number of Shares comprised in Awards not yet released as at the end of the financial year under review

(iii) Such other information as may be required by the Catalist Rules, the Act and all other applicable laws and requirements.

If any of the above requirements is not applicable, an appropriate negative statement shall be included therein.

18.2 The Company shall also make the necessary disclosures in the form of announcements to Shareholders, in accordance with Rule 704(32) of the Catalist Rules.

19. DISPUTES

Any disputes or differences of any nature arising hereunder (other than matters to be confirmed by the Auditors in accordance with the PSP 2025) shall be referred to the Committee and its decision shall be final and binding in all respects (including any decisions pertaining to disputes as to interpretation of the PSP 2025 or any Rule, regulation, procedure thereunder or as to any rights under the PSP 2025).

20. ABSTENTION FROM VOTING

Shareholders who are eligible to participate in the PSP 2025 are to abstain from voting on any Shareholders' resolution relating to the PSP 2025, including any Shareholders' resolution relating to the implementation of the PSP 2025, or the participation by and Awards granted to, Controlling Shareholders and/or their associates, and should not accept nominations as proxy or otherwise for voting unless specific instructions have been given in the Proxy Form on how the vote is to be cast.

21. GOVERNING LAW

The PSP 2025 shall be governed by, and construed in accordance with, the laws of the Republic of Singapore. The Participants, by accepting grants of Awards in accordance with the PSP 2025, and the Company submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

ANNEX A
RULES OF THE ACROMETA PERFORMANCE SHARE PLAN 2025

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

No person other than the Company or a Participant shall have any right to enforce any provision of the PSP 2025 or any Award by virtue of the Contracts (Rights of Third Parties) Act 2001 of Singapore.