

(-Translation-)

-Information Memorandum –

Description, Conditions and Major Characteristics of Warrants to Purchase the Newly Issued Ordinary Shares of Thai Rubber Latex Group Public Company Limited No. 2 (“the Warrants” or “TRUBB-W2”)

Number of Warrants 136,295,937 Units

Underlying Shares 136,295,937 Shares

Allocation of Warrants Thai Rubber Latex Group Public Company Limited (“The Company”) will issue and allocate TRUBB-W2 to the existing shareholders of the Company that subscribed and paid for newly issued ordinary shares in proportion to their respective shareholding (Right Offering) and oversubscription at the allocation ratio of 1 newly issued ordinary shares that is subscribed and paid to 1 unit of TRUBB-W2.

Thus, in the calculation of TRUBB-W2 allocation for each shareholder, if the result is in fractions, the fraction of shares is to be discarded. In case there are warrants remaining from such allocation, the remaining warrants will be cancelled and the Company will not re-allocate the remaining warrants.

Major Holders as of September 30, 2021

	Name*	No. of Warrants	% of present listing Warrants
1	Wongsasuthikul Group	30,928,071	22.69%
	Mrs.Thippawan Suthathipkul	19,487,502	14.30%
	Mr. Vorathep Wongsasuthikul	9,400,451	6.90%
	Ms. Chalengkwan Wongsasuthikul	626,770	0.46%
	Mr. Pattarapol Wongsasuthikul	462,433	0.34%
	Mrs. Pathumporn Trivisavavet	353,342	0.26%
	Mr. Sakda Wongsasuthikul	323,040	0.24%
	Mr. Kowit Wongsasuthikul	140,000	0.10%
	Mr. Monchai Wongsasuthikul	98,008	0.07%
	Mr. Sarakhom Trivisavavet	20,000	0.01%
	Ms.Amonrada Muangwong	12,845	0.01%
	Mr.Chawalit Tiyadechachai	3,680	<0.01%
2	Waraprateep Group	21,784,025	15.98%

	Name*	No. of Warrants	% of present listing Warrants
	Mr. Prawit Waraprateep	6,810,000	5.00%
	Mr. Prakrit Waraprateep	6,803,400	4.99%
	Ms.Amonrat Limwannawong	4,912,015	3.60%
	Mr. Paiboon Waraprateep	2,058,610	1.51%
	Mrs. Suphon Waraprateep	1,200,000	0.88%
3	Thai NVDR Company Limited	7,587,456	5.57%
4	Temritikulchai Group	6,987,235	5.13%
	Mr. Archkran Temritikulchai	3,800,000	2.79%
	Mr. Prachnon Temritikulchai	1,031,021	0.76%
	Mrs. Nualadee Kritayanukul	2,156,214	1.58%
5	Sincharoenkul Group	4,500,500	3.30%
	Mr. Vitthaphol Sincharoenkul	4,500,000	3.30%
	Mr. Kitichai Sincharoenkul	500	<0.01%
6	Prompanya Group	2,119,000	1.55%
	Mr. Kobpong Prompanya	2,110,000	1.55%
	Mr. Vorakanit Prompanya	9,000	0.01%
7	Mrs. Kansinan Phongnarueson	1,920,000	1.41%
8	Mrs. Chuenthip Jeerapornprapa	1,500,000	1.10%
9	Mr. Kharinwit Wongcharoen	1,443,240	1.06%
10	Mr. Perapol Suwannapasri	1,300,000	0.95%
	Total 10 Major Shareholders	80,069,527	58.75%
	Other	56,226,410	41.25%
	<b>Total TRUBB-W2 Holders</b>	<b>136,295,937</b>	<b>100.00%</b>

Remarks: \* It is classified based on blood relations and family register merely for the purpose of this presentation and not for determining the nature of relationships or behaviors of acting in concert in accordance with Clause 2 of the Notification of the Capital Market Supervisory Board No. Tor Jor. 7/2552 Re: Acting in Concert as a result of the Nature of a Relationship or Behavior and Requirements under Sections 246 and 247.

### Exercise Right of Warrant

#### 1. Exercise Date

The Warrant Holder may exercise its rights under the TRUBB-W2 to purchase the Underlying Shares of the Company on the Company's last Business Day of every 3 months following the Issuance Date of TRUBB-W2 throughout the term of the Warrants ("Exercise Date"). The first Exercise Date shall be the last Business Day of 3 months following the Issuance Date of TRUBB-W2, which shall fall on December 30, 2021, and the last Exercise Date is the date the warrants expire 3 years from the date the warrants are issued, which shall fall on September 29, 2024. In the event that

the Exercise Date and the last Exercise Date is not a business day, the Exercise Date and the last Exercise Date shall be moved up to the business day prior to such Exercise Date. In any case, TRUBB-W2 cannot be exercised before specified time.

## 2. Exercise Rights to Purchase the Company's Ordinary Shares

For exercise the rights to purchase the Company's ordinary shares, the Warrant Holder may exercise its rights to purchase the Company's ordinary shares pursuant to the Warrants held by it either in whole or in part. For the remaining Warrants which is not exercised within the Last Exercise Date, the Company shall deem that the Warrant Holder does not wish to exercise its rights under such Warrants and it shall be deemed that such Warrants is expired without exercise.

## 3. Notification Period for the Exercise of Warrants

### ■ Period for notification of intention to exercise the rights

The Warrant Holder who intends to exercise its rights under the Warrants to purchase the Company's ordinary shares of the Company must inform of its intention to exercise its rights under the Warrants pursuant to the methods and procedures in exercising the rights as set out in Clause 4.4 of the Terms and Conditions ("Intention to Exercise of Rights") during the period as from 8.30 a.m. to 3.30 p.m. of at least 5 Business Days prior to each Exercise Date ("Notification Period for Exercise of Warrants")

The Company will notify the Warrant Holder the information regarding the Exercise Date, Notification Period for Exercise of Warrants, the exercise ratio, the exercise price, details of bank account used for subscription and exercise of rights under Warrants, the person appointed by the Company to be its representative for receiving notification of exercise of Warrants (if any) and the contact venue for the exercise, via electronic information media of the SET, at least 5 Business Days prior to each Notification Period for Exercise of Warrants.

### ■ Notification period for the last exercise of Warrants

The Warrant Holder who wishes to exercise its rights to purchase the Company's ordinary shares of the Company must notify its intention to exercise its rights in accordance with the methods and procedures in exercising of its rights as set out in Clause 4.4 of the Terms and Conditions ("Intention to Exercise of Rights") during the period as from 8.30 a.m. to 3.30 p.m. within 15 days prior to the Exercise Date ("Notification Period for Exercise of Warrants"). In the event that the notification of the intention to exercise the rights falls on a business holiday, the notification of the Intention to Exercise the Rights shall be postponed to the last business day preceding the Exercise Date.

Only the last exercise of Warrants that the Company will close the Warrant Holder Register Book to suspend the transfer of Warrants for the period of 21 days prior to the Exercise Date and the SET

will post a suspension sign SP to prohibit the transfer of Warrants at least 2 Business Days prior to date of the Warrant Holder Register Book closing.

In event that the date of Warrant Holder Register Book closing to suspend the transfer of Warrants falls on the day that is not Business Day of the SET, the starting date of Warrant Holder Register Book closing shall then be the Business Day preceding such starting date of the Warrant Holder Register Book closing.

The Company will notify the Warrant Holder the information regarding the Exercise Date, Notification Period for Exercise of Warrants, the exercise ratio, the exercise price, details of bank account used for subscription and exercise of rights under Warrants, the person appointed by the Company to be its representative for receiving notification of exercise of Warrants (if any) and the contact venue for the exercise, via electronic information media of the SET, at least 7 Business Days prior to the Notification Period for Exercise of Warrants. For the Exercise Date, the Company will also notify such details to the Warrant Holders whose names appear in the Warrant Holders Register Book on the book closure date via registered mail.

#### Right Adjustment Conditions

In order to maintain the benefits of the Warrant Holders to not be inferior to the original, the Company shall adjust the exercise price and/or exercise ratio, as well as the terms of warrants when one of the following occurs:

1. When the Company changes the par value of its ordinary shares as a result of the combination or split of its issued ordinary shares, the change in exercise price and exercise ratio shall be effective as disclose via the information disclosure system of the Stock Exchange of Thailand.

- (1) The exercise price shall be adjusted in according with the following formula:

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

- (2) The exercise ratio shall be adjusted in according with the following formula:

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

where

Price 1	=	New Exercise Price after the adjustment
Price 0	=	Exercise Price before the adjustment
Ratio 1	=	New Exercise Ratio after the adjustment
Ratio 0	=	Exercise Ratio before the adjustment
Par 1	=	Par value of the ordinary shares after the adjustment
Par 0	=	Par value of the ordinary shares before the adjustment

2. When the Company offers its ordinary shares by Right Offering to the existing shareholders and/or public offering and/or private placement at the "Net price per share of the newly issued ordinary shares" which is lower than 90 percent of the "Market price per share of the Company's ordinary shares". The adjustment of the exercise price and the exercise ratio shall be effective immediately from the first date that the purchaser of ordinary shares will not obtain rights to subscribe for the newly issued ordinary shares (the first day that the SET posts an XR sign) in case of Right Offering and/or the first date of offering in case of public offering and/or private placement, as the case may be.

Where "Net price per share of the newly issued ordinary shares" is calculated from the total proceeds the Company receives from the ordinary share offering deducted by expenses arising from the share issuance (if any) and divided by the total number of newly issued shares.

In addition, in case there is more than one offering price at the same offering of shares under the condition that the subscription must be made altogether, all the offering prices shall be used to calculate the Net price per share of the Company's newly issued ordinary shares. However, if the condition on the subscription being made altogether does not apply, only the offering price that is lower than 90 percent of the Market price per share of the Company's ordinary shares shall be used for the calculation.

"Market price per share of the Company's ordinary shares" is equal to the total trading value of the Company's ordinary shares divided by the total number of the Company's ordinary shares traded on the SET during 7-15 Business Day prior to the Calculation Date.

"Calculation Date" refers to the first date that the purchaser of shares will not obtain rights to subscribe for the newly issued ordinary shares (the first day the SET posts an XR sign) in case of Right Offering and/or the first offering date in case of public offering and/or private placement, as the case may be.

If in case a reasonable "Market price per share of the Company's ordinary shares" cannot be obtained, the Company will instead determine a fair price for the calculation purpose.

"Fair Price" means the price that is determined by financial advisor approved by the SEC.

- (1) The exercise price will be adjusted according to the following formula:

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

- (2) The exercise ratio will be adjusted according to the following formula:

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

Where Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1	=	New exercise ratio after the adjustment
Ratio 0	=	Exercise ratio before the adjustment
MP	=	Market price per share of the Company's ordinary shares
A	=	Number of fully paid-up ordinary shares as of the date prior to the closing date of share register book for subscription rights for newly issued shares in case of the right offering and/or the date prior to the first offering date of newly issued shares in case of public offering and/or private placement, as the case may be.
B	=	Number of newly issued shares offered by Right Offering and/or public offering and/or private placement, as the case may be.
BX	=	Proceeds to be received less any expenses (if any) from the issuance of new shares either by Right Offering and/or public offering and/or private placement.

3. When the Company offers to sell, by Right Offering to the existing shareholders and/or public offering, and/or private placement, any newly issued securities which give rights to the Warrant Holders to convert or change into ordinary shares or to subscribe for the Company's ordinary shares ("newly issued securities that are convertible") such as convertible debentures or warrants to purchase ordinary shares) where "Net price of the newly issued ordinary shares reserved for the exercise of the rights" to accommodate such rights is lower than 90% of "Market price per share of the Company's ordinary shares".

The adjustment of the exercise price and the exercise ratio shall have an immediate effect from the first date that the purchaser of shares will not obtain rights to subscribe for any newly issued securities that are convertible or changeable into ordinary shares or that give the rights to subscribe for the ordinary shares (the first date that the SET posts an XW sign) in case of Right Offering, and/or the first date of offering the newly issued securities that are convertible or changeable into ordinary shares or that give the rights to subscribe for the ordinary shares in case of public offering and/or private placement, as the case may be.

"Net price of the newly issued ordinary shares reserved for the exercise of the rights" is calculated from the proceeds that the Company will receive from the offering securities that are convertible or changeable into the ordinary shares, deducted by expenses incurred on the securities offering (if any), plus the proceeds received from the exercise of rights to purchase the ordinary shares, and divided by the total number of the newly issued shares reserved for such rights.

In addition, in case there is more than one offering price at the same offering of shares under the condition that the subscription must be made altogether, all the offering prices shall be used to calculate the Net price per share of the Company's newly issued ordinary shares. However, if the condition on the subscription

being made altogether does not apply, only the offering price that is lower than 90 percent of the Market price per share of the Company's ordinary shares shall be used for the calculation.

"Market price per share of the Company's ordinary shares " has the same meaning as details in Clause 5.2 above.

"Calculation Date" means the first day on which purchasers of ordinary shares shall not be granted the rights to subscribe for such new securities which confer the right to convert into the ordinary shares or the right to purchase the ordinary shares in case of a Right Offering and/or the first day of the offering of securities which confer the right to convert into the ordinary shares or the right to purchase of the ordinary shares in case of a public offering and/or a private placement, as a case maybe.

(1) The exercise price shall be adjusted in accordance with the following formula:

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

(2) The exercise ratio shall be adjusted in accordance with the following formula:

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

where

Price 1	=	New Exercise Price after the adjustment
Price 0	=	Former Exercise Price before the adjustment
Ratio 1	=	New Exercise Ratio after the adjustment
Ratio 0	=	Former Exercise Ratio before the adjustment
MP	=	Market price per share of the Company's ordinary share
A	=	Number of fully paid-up ordinary shares as of the date prior to the closing date of share register book for subscription rights for newly issued shares which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares in case of the right offering and/or the date prior to the first offering date of newly issued shares which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares in case of public offering and/or private placement, as the case may be.
B	=	Number of newly issued underlying shares which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary shares offered by Right Offering and/or public offering and/or private placement.

BX = Proceeds to be received less any expenses from the issuance of securities which give rights to convert or change into ordinary shares or to subscribe for the Company's ordinary by Right Offering and/or public offering and/or private placement, plus proceeds to be received from the exercise of rights to convert or change into ordinary share or to purchase ordinary shares.

4. When the Company makes dividend payment, whether in whole or in part, in the form of the Company's shares, the adjustment of the exercise price and exercise ratio shall be effective immediately from the first day which the purchaser of ordinary shares shall not be granted with the rights to receive such dividend payment in the form of shares (the first date that the SET posts XD sign).

(1) The exercise price shall be adjusted in accordance with the following formula:

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

(2) The exercise ratio shall be adjusted in accordance with the following formula:

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

where Price 1 = New Exercise Price after the adjustment  
 Price 0 = Exercise Price before the adjustment  
 Ratio 1 = New Exercise Ratio after the adjustment  
 Ratio 0 = Exercise Ratio before the adjustment  
 A = Number of paid-up shares as of the date prior to the closing date of share register book for rights to stock dividend  
 B = Number of newly issued ordinary shares as stock dividend

5. When the Company pays dividend at a rate higher than 90 percent of its net profit after legal reserve and the Company's income tax for operations in any accounting period for the Company's separate financial statements (Audited), starting from the accounting period for the year 2021, throughout the terms of warrants. The change of Exercise Price and Exercise Ratio shall have an immediate effect from the first date that the purchaser of shares shall not obtain rights to receive dividend (the first date that the SET posts an XD sign).

In this regards, dividend payment rate paid to shareholders shall be calculated by dividing the actual dividend paid in each accounting period by net profit of the consolidated financial statement after retained loss, legal reserves, minority interest, and income tax from the operating performance in the same accounting period. Such actual dividend paid shall also include the interim dividend paid in each accounting period.



"Calculation Date" refers to the first date that the purchaser of shares will not obtain rights to receive cash dividend (the first day that the SET posts an XD sign).

- (1) The exercise price shall be adjusted in accordance with the following formula:

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

- (2) The exercise ratio shall be adjusted in accordance with the following formula:

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

where

Price 1 = New Exercise Price after the adjustment

Price 0 = Exercise Price before the adjustment

Ratio 1 = New Exercise Ratio after the adjustment

Ratio 0 = Exercise Ratio before the adjustment

MP = Market price per share of the Company's ordinary shares

D = Dividends per share paid to the shareholders

R = Dividend per share paid at a rate of 90 percent of net profit after legal reserve and the Company's income tax for operations in any accounting period for the Company's separate financial statements. (Audited), divided by total number of shares eligible for dividend

6. In any event where the Warrant Holders are caused to lose their rights and interest other than those stated in Clause 5.1 – Clause 5.5 above, the Company might consider the adjustment of the Exercise Price and/or Exercise Ratio (or adjustment of the number of warrant in lieu of the Exercise Ratio) in a fair manner without depriving the rights of the Warrant Holders. In such case, the Company's decision on such matter shall be deemed as final. The Company shall inform SEC, SET, and Registrar of Warrants within 15 days from the date of the occurrence of such events.
7. The calculation of the adjustment to the exercise price and the exercise ratio in accordance with Clause 5.1 – Clause 5.6 above shall be independent on one another and shall be based on the order of occurrence of the comparison to the market price of the Company's ordinary shares. In case more than one circumstance simultaneously occurs, the calculation of adjustment shall be made in a respective order of Clauses 5.1, 5.5, 5.4, 5.2, 5.3, and 5.6. In each calculation, the exercise price and the exercise ratio shall remain in a 3-decimal digit number.
8. The calculation of the adjustment of the Exercise Price and/or the Exercise Ratio pursuant to Clause 5.1 – Clause 5.6 shall not be changed in a way which will cause the Exercise Price to increase and/or the Exercise Ratio to decrease, except for the case of the shares combination. The proceeds from the exercise of rights

shall be calculated from the new exercise price after the adjustment (with the 3 digits of decimal) multiplied by numbers of the ordinary shares (the number of the ordinary shares shall be calculated from the new exercise ratio after the adjustment multiplied by the amount of warrants being exercised, any decimal fraction of shares shall be disregarded), in addition, any decimal fraction of the proceeds from such calculation, less than THB 1.00 shall be disregarded.

With regard to the adjustment of the Exercise Price, if the calculation causes the new exercise price to be lower than the Company's share par value, the Company's share par value shall be used as the new exercise price. For the Exercise Ratio, the new ratio is still calculated based on the method specified in Clause 5.1 – Clause 5.6.

9. The Company may consider the adjustment of the exercise price along with the issuance of new warrants instead of adjustment of the exercise ratio. In the event of an adjustment of the exercise ratio or the issuance of new warrants in substitution of the adjustment of the exercise ratio, the Company will propose for the resolution of the shareholders' meeting to issue the capital increase shares to support the adjustment of the exercise ratio, in case the reserved shares for the exercise of rights are insufficient.
10. In adjusting the Exercise Price and/or Exercise Ratio as specified in Clause 5.1 – Clause 5.6 and/or the with the issuance of new warrants instead of adjustment of the exercise ratio as specified in Clause 5.9, the Company shall inform the details regarding the adjustment of ratio and price of warrant immediately or before the ratio and exercise price are effective, via electronic information media of the SET and also inform the SEC within 15 days following the date that the adjustment is effective and also send such amended terms and conditions to the Warrant Holders within 15 days following the date on which the Company receives such request in writing from the Warrant Holders. The Company shall make available copies of the amended Terms and Conditions at the Head Office of the Company and/or the Head Office of the Agent receiving exercise intention so that the Warrant Holders can inspect such copies of the amended Terms and Conditions on the Business Days and during the business hours of the respective places.

The Company will not extend the term of the warrants and will not adjust the price and exercise ratio unless there is a right adjustment according to the right adjustment conditions.

Silent Period -None-

Others -None-

Financial Advisor -None-

Prepared By Thai Rubber Latex Group Public Company Limited

Signed

Authorized Director of the Company

( Mr. Pattarapol Wongsasuthikul)

Signed

Authorized Director of the Company

(Mr. Prawit Waraprateep)

