

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt as to the course of action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

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Bursa Securities has not perused the contents of this Circular prior to its issuance as the Company has been selected by Bursa Securities as one of the eligible listed issuers under the Green Lane Policy. You should rely on your own evaluation to assess the merits and risks of the proposals in this Circular.



**KERJAYA PROSPEK GROUP BERHAD**

Registration No. 198401010054 (122592-U)  
(Incorporated in Malaysia)

**CIRCULAR TO THE SHAREHOLDERS**

**IN RELATION TO THE**

**PROPOSED NEW SHAREHOLDERS’ MANDATE FOR RECURRENT  
RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

**AND**

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

The Extraordinary General Meeting (“**EGM**”) of the Company will be held on Wednesday, 11 June 2025 at 11.30 a.m. or immediately after the conclusion or adjournment (whichever is the later) of the 41<sup>st</sup> Annual General Meeting of the Company, which is scheduled on the same day at 11.00 a.m. and at the same venue, namely, Ballroom 1, Level 3, Courtyard by Marriott Kuala Lumpur South, No. 137, Jalan Puchong, 58200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur or at any adjournment thereof. The Notice of EGM and the Form of Proxy are enclosed in this Circular.

A member entitled to attend, participate, speak and vote at the EGM is entitled to appoint a proxy or proxies to attend, participate, speak and vote on his/her behalf. In such event, the completed and signed Form of Proxy should be deposited at our Share Registrar’s office at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia. You may also submit the proxy form electronically via fax to +603-20949940 or by email to [info@sshsb.com.my](mailto:info@sshsb.com.my) not less than 48 hours before the time fixed for the said EGM or at any adjournment thereof. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the EGM should subsequently wish to do so.

Last day, date and time for lodging the Form of Proxy : Monday, 9 June 2025 at 11.30 a.m

This Circular is dated 27 May 2025

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**DEFINITIONS FOR THIS CIRCULAR**

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

“Act”	: Companies Act 2016 as may be amended from time to time including any re-enactment thereof
“AGM”	: Annual General Meeting
“Amazing”	: Amazing Parade Sdn. Bhd.
“Aspen”	: Aspen (Group) Holdings Limited
“Aspen Group”	: Aspen and its subsidiaries (including all future subsidiaries to be acquired/incorporated by Aspen Group before the next AGM of Kerjaya, where applicable), collectively
“Aspen Vision”	: Aspen Vision Group Sdn. Bhd.
“AVASB”	: Aspen Vision All Sdn. Bhd.
“AVCSB”	: Aspen Vision City Sdn. Bhd.
“AVDSB”	: Aspen Vision Development Sdn. Bhd.
“AVLSB”	: Aspen Vision Land Sdn. Bhd.
“AVPSB”	: Aspen Properties Sdn. Bhd.
“AVTSB”	: Aspen Vision Tanjung Sdn. Bhd.
“Board” or the “Directors”	: Board of Directors of Kerjaya
“Bursa Securities”	: Bursa Malaysia Securities Berhad
“Chief Financial Officer”	: Chief accountant, group finance manager or any person occupying the position of financial controller of Kerjaya
“Circular”	: This Circular dated 27 May 2025
“Constitution”	: Constitution of Kerjaya
“Director”	: Has the meaning given in Section 2(1) of the Capital Market and Services Act 2007 and includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a Director or Chief Executive Officer of Kerjaya or any other company which is its subsidiary or holding company
“DM”	: Dato’ Murly A/L Manokharan
“DSTEH”	: Dato’ Seri Tee Eng Ho
“DSTSC”	: Datin Seri Toh Siew Chuon
“DTES”	: Dato’ Tee Eng Seng
“EGM”	: Extraordinary General Meeting
“Egovision”	: Egovision Sdn. Bhd.
“EPS”	: Earnings per share
“FSB”	: Futuprop Sdn. Bhd., a wholly-owned subsidiary of our Company
“Interested Related Parties”	: Related Parties who are deemed interested in the RRPTs
“Kerjaya” or “Company”	: Kerjaya Prospek Group Berhad

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**DEFINITIONS (*cont'd*)**

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“Kerjaya Group” or “Group”	: Kerjaya and its subsidiary companies (including all future subsidiaries to be acquired/incorporated by Kerjaya before the next AGM of Kerjaya, where applicable), collectively
“KPEVSB”	: KP Equity Ventures Sdn. Bhd., a wholly-owned subsidiary of our Company
“KPVSB”	: Kerjaya Prospek Ventures Sdn. Bhd., a wholly-owned subsidiary of KPEVSB
“KPMSB”	: Kerjaya Prospek (M) Sdn. Bhd., a wholly-owned subsidiary of our Company
“Listing Requirements”	: Bursa Securities Main Market Listing Requirements including any amendments thereto that may be made from time to time
“LPD”	: 30 April 2025, being the latest practicable date prior to the printing of this Circular
“Major Shareholder(s)”	<p>: A person who has an interest or interests in one (1) or more voting shares in Kerjaya and the number or aggregate number of those shares, is:-</p> <p>(a) ten percent (10%) or more of the total number of voting shares in Kerjaya; or</p> <p>(b) five (5%) or more of the total number of voting shares in Kerjaya where such person is the largest shareholder of Kerjaya.</p> <p>For the purpose of this definition, “interest in shares” shall have the meaning given in Section 8 of the Act</p> <p>Major shareholder(s) shall include any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a major shareholder of Kerjaya, or any other corporation which is its subsidiary or holding company</p>
“NA”	: Net assets
“Person(s) Connected”	<p>: In relation to Director(s) and Major Shareholder(s) (collectively referred to as “<b>said Person</b>”) means such person who falls under any one of the following categories:</p> <p>(a) a family member of the said Person;</p> <p>(b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the said Person, or family member of the said Person is the sole beneficiary;</p> <p>(c) a partner of the said Person;</p> <p>(d) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the said Person;</p> <p>(e) a person, or where the person is a body corporate, the body corporate or its directors, in accordance with whose directions, instructions or wishes the said Person is accustomed or is under an obligation, whether formal or informal, to act;</p> <p>(f) a body corporate in which the said Person or persons connected with the said Person are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or</p> <p>(g) a body corporate which is a related corporation of the said Person.</p>

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**DEFINITIONS (*cont'd*)**

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“Proposed RRPT Mandate”	:	Proposed new Shareholders’ Mandate as tabled out in Section 2.2.2 of this Circular
“Related Party Transaction(s)” or “RPT(s)”	:	Transaction(s) entered into by the Kerjaya Group which involve the interest, direct or indirect, of a Related Party
“Recurrent Related Party Transactions” or “RRPT(s)”	:	Related Party Transaction(s) which are recurrent and of a revenue or trading nature which are necessary for the day-to-day operations and are in the ordinary course of business of Kerjaya Group
“Related Party(ies)”	:	A Director or Major Shareholder or Person Connected with such Director or Major Shareholder
“RVSB”	:	Rivanis Ventures Sdn. Bhd., a 55%-owned subsidiary of FSB
“RM” and “sen”	:	Ringgit Malaysia and sen respectively
“Shares” or “Kerjaya Shares”	:	Ordinary shares in Kerjaya
“Shareholders’ Mandate”	:	A mandate from the shareholders of the Company pursuant to paragraph 10.09 of the Listing Requirements in relation to RRPTs
“TET”	:	Tee Eng Tiong

All references to “our Company” in this Circular are to Kerjaya, references to “our Group” are to our Company and our subsidiaries. References to “we”, “us”, “our”, “ourselves” are to our Company, or where the context requires, our Group. References to “you” in this Circular are references to the shareholders in our Company.

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 and vice versa. Reference to persons shall include corporations.

Any reference in this Circular to any enactment is a reference to that enactment for the time being amended or re-enacted.

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



**KERJAYA PROSPEK GROUP BERHAD**

Registration No. 198401010054 (122592-U)  
(Incorporated in Malaysia)

**Registered Office**

802, 8<sup>th</sup> Floor  
Block C, Kelana Square  
17 Jalan SS 7/26  
47301 Petaling Jaya  
Selangor Darul Ehsan

27 May 2025

**Board of Directors:-**

Dato' Seri Tee Eng Ho (*Non-Independent Non-Executive Chairman*)  
Datin Seri Toh Siew Chuon (*Executive Director*)  
Dato' Tee Eng Seng (*Executive Director*)  
Tee Eng Tiong (*Executive Director and Chief Executive Officer*)  
Chan Kam Chiew (*Independent Non-Executive Director*)  
Maylee Gan Suat Lee (*Independent Non-Executive Director*)  
Professor Datuk Dr. Nik Mohd Zain Bin Nik Yusof (*Independent Non-Executive Director*)  
Chong Swee Ying (*Independent Non-Executive Director*)

**To: Our Shareholders**

Dear Sir/Madam,

**PROPOSED NEW SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY  
TRANSACTIONS OF A REVENUE OR TRADING NATURE**

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**1.0 INTRODUCTION**

On 26 May 2025, the Board announced its intention to seek shareholders' approval for the Proposed RRPT Mandate which is necessary for Kerjaya Group's day-to-day operations in connection with paragraph 10.09 of the Listing Requirements.

The purpose of this circular is to provide you with the relevant information on the Proposed RRPT Mandate and to seek your approval for the ordinary resolution pertaining to Proposed RRPT Mandate to be tabled at the forthcoming EGM, notice of which is enclosed in this circular.

**YOU ARE ADVISED TO READ AND CONSIDER THE CONTENTS AND APPENDICE OF THIS CIRCULAR CAREFULLY BEFORE VOTING ON THE ORDINARY RESOLUTION PERTAINING TO THE PROPOSED RRPT MANDATE.**

## **2.0 DETAILS OF THE PROPOSED RRPT MANDATE**

### **2.1 Provisions under the Listing Requirements**

Pursuant to paragraph 10.09 of the Listing Requirements and Practice Note No. 12, a listed issuer may seek a shareholders' mandate in respect of related party transactions involving recurrent transactions of a revenue or trading nature which are necessary for its day-to-day operations subject to the following:-

- (i) the transactions are in the ordinary course of business and are on terms not more favourable to the Related Party than those generally available to the public;
- (ii) the shareholders' mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate during the financial year where the aggregate value is equal to or more than the threshold below in relation to a listed issuer with a share capital of RM60 million and above: -
  - (a) the consideration, value of the assets, capital outlay or costs of the aggregated transaction is RM1.0 million or more; or
  - (b) any one of the percentage ratios of such aggregated transaction is 1% or more,whichever is the higher;
- (iii) the listed issuer to issue a circular to shareholders in relation to the shareholders' mandate and it must include the information as may be prescribed by Bursa Securities. The draft circular must be submitted to Bursa Securities together with a checklist showing compliance with such information;
- (iv) in a meeting to obtain shareholders' mandate, an interested Related Party must not vote on the resolution in approving the transactions and ensuring that Person Connected with them abstain from voting on the resolution approving the transactions; and
- (v) the listed issuer immediately announces to Bursa Securities when the actual value of a recurrent related party transaction entered into by the listed issuer, exceeds the estimated value of the recurrent related party transaction disclosed in the circular by ten percent (10%) or more and it must include the information as may be prescribed by Bursa Securities.

### **2.2 Details of the Proposed RRPT Mandate**

It is anticipated that in the normal course of the Group's business, RRPTs between Kerjaya Group and the Related Parties are likely to occur at any time and with some degree of frequency.

In this respect, the Board is seeking your approval in respect of the Proposed RRPT Mandate at the forthcoming EGM which will allow the Group to enter into RRPTs referred to in Section 2.2.2 with the Related Parties, provided such transactions are made at arms' length, at Kerjaya Group's normal commercial terms and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders of Kerjaya. At each subsequent AGM, mandate for renewal will be sought for the RRPTs.

In this respect, authority conferred by the Proposed RRPT Mandate shall take effect on 11 June 2025 being the date of the EGM and shall continue in force (unless revoked or varied by the Company in general meeting) until the conclusion of the next AGM of the Company or the expiry of the period within which the next AGM of the Company is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act) or revoked or varied by resolution passed by the shareholders in general meeting, whichever is the earlier.

### 2.2.1 Principal Activities of Kerjaya Group

The principal activity of Kerjaya is investment holding. The principal activities of its subsidiary companies are as follows:-

Name of Company	Effective Equity Interest (%)	Principal Activities
<b>Held by the Company:</b>		
Advance Industries Sdn. Bhd.	100	Construction, sub-contractors works, manufacturing, assembly, installation and sales of light fittings, kitchen cabinetry, furniture and related products
Acumen Marketing Sdn. Bhd.	100	Supply of lightings, light fittings, outdoor fittings, advertising point-of-sale, furniture and related products
Lighting Louvres Manufacturing Sdn. Bhd.	100	Manufacturing and sale of aluminium lighting louvres
Futumeds Sdn. Bhd.	100	Construction, sub-contractors, and others for the purposes of building and construction works
Bazarbayu Sdn. Bhd.	100	Property development activities
FSB	100	Investment holding and has not commenced business since the date of incorporation
Aurizon Investments Limited	100	Investment holding
KPMSB	100	Building construction and property development
Permatang Bakti Sdn. Bhd.	100	Building construction
Kerjaya Bina BMK Sdn. Bhd.	49	Building construction
KPEVSB	100	Investment holding
<b>Held by KPEVSB:</b>		
KPVSB	100	Investment holding
<b>Held by KPVSB:</b>		
Tanjung Bungah Development Sdn. Bhd.	100	Property development activities
<b>Held by KPMSB:</b>		
Future Rock Sdn. Bhd.	100	Building construction and marine engineering works
<b>Held by Advance Industries Sdn. Bhd.:</b>		
Ace Equity Sdn. Bhd.	100	Supply and installation of aluminium and glazing works, stone works, interior fixtures, fittings, lightings, cabinetry and related products and the provision of contract workmanship and other related services
Kerjaya Machinery & Equipment Sdn. Bhd.	90	General trading, land and property investment, investment holding and provision of services relating to application or renewal of permits, operation service, maintenance and leasing for heavy machineries



### 2.2.1 Principal Activities of Kerjaya Group (cont'd)

Name of Company	Effective Equity Interest (%)	Principal Activities
<b>Held by FSB:</b>		
Senandung Raya Sdn. Bhd.	100	Property development activities
Rivanis Ventures Sdn. Bhd.	55	Property development activities
<b>Held by Bazarbayu Sdn. Bhd.:</b>		
Yakin Land Sdn. Bhd.	100	Property development activities
Le Vert Sdn. Bhd.	100	Hotel management and operation

### 2.2.2 Classes of Related Parties

Details of the RRPTs, including the classes of Related Parties with whom the RRPTs will be carried out and the nature of such transactions contemplated shall include those described below:-

Transacting Parties	Interested Related Parties	Nature of Transactions	Estimated aggregate value during the validity period of RRPT Mandate (RM'000)*
Kerjaya Group and Aspen Group <sup>^</sup>	DSTE <sup>(1)(5)(6)</sup> DTES <sup>(1)(5)(6)</sup> DSTSC <sup>(1)(6)</sup> TET <sup>(1)(6)</sup> Egovision <sup>(2)</sup> Amazing <sup>(3)</sup> Dato' Murly <sup>(4)(5)(6)</sup> Aspen Vision <sup>(5)</sup> Aspen Group <sup>(6)</sup>	Supply of light fittings, kitchen cabinetry, provision of interior design works and masonry works, provision of general building and construction works, utilities charges, maintenance charges and other related services, which including but not limited to secondment of staffs, provision of hospitality expenses, renting of machineries, and renting of premises <sup>#A</sup> by Kerjaya Group to Aspen Group and vice versa.	700,000

#### Notes:-

<sup>^</sup> The transactions are expected to be entered into with the respective individual companies within the Related Parties group of companies. As at the date of this Circular, the transacting individual companies within the Related Parties have not been identified.

\* The values are merely indicative estimates for the period from 11 June 2025 to the next AGM expected to be held in the month of June 2026. The estimated value is based on the latest available information relating to the aforesaid transactions and historical trends and may vary.

<sup>#A</sup> Details of property is not available because there is no renting of premises entered / to be entered into between the related parties as at LPD.

There is no outstanding sum due and owing to the Company and its subsidiaries by the Related Parties pursuant to the RRPTs which exceeds the credit term.

## 2.2.2 Classes of Related Parties (Cont'd)

### Nature of relationships

- (1) DSTEH, DTES and DSTSC are Directors of Kerjaya and deemed Major Shareholders of Kerjaya by virtue of their direct interests in Egovision and Amazing. TET is a Director of Kerjaya. DSTEH, DTES and TET are brothers. DSTSC is the spouse of DSTEH and sister-in-law to DTES and TET.
- (2) Egovision, a Major Shareholder of Kerjaya, is jointly owned by DSTEH (25%), DTES (50%) and DSTSC (25%), who are also directors of Egovision.
- (3) Amazing, a Major Shareholder of Kerjaya, is jointly owned by DSTEH (25%), DTES (50%) and DSTSC (25%). DSTEH and DTES are also directors of Amazing.
- (4) DM is a director and Major Shareholder of Aspen.
- (5) Aspen Vision is a major shareholder of Aspen and is also a company in which DM has substantial interest.

DSTEH and DTES via a company jointly controlled by both of them, holds 2.22% shares in Aspen.

- (6) Aspen is a company listed on the Mainboard of Singapore Exchange Securities Trading Limited. Aspen is the ultimate holding company of AVASB, AVPSB, AVDSB, AVLSB, AVTSB and AVCSB. AVASB holds 100% equity interest in AVPSB, all in which DM is a director. AVPSB holds 100% equity interest in AVDSB. AVDSB holds 45% equity interest in RVSB, 100% in AVTSB and 51% in AVLSB. AVLSB holds 80% equity interest in AVCSB.

The remaining equity interest in RVSB (55%) is held by FSB, while 49% of the equity interest in AVLSB has been agreed to be acquired by KPVS B pursuant to a Subscription and Shareholders Agreement dated 26 May 2025, subject to the completion of the Conditions Precedent set out in the said agreement. Both FSB and KPVS B are wholly-owned subsidiaries of Kerjaya. DM, DSTEH, DTES, and TET are also directors of RVSB.

## 2.2.3 Disclosure and Review Procedures for RRPTs

Kerjaya Group has established policies/procedures/measures to ensure that the RRPTs are undertaken on transaction prices and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders. The procedures are also to ensure that RRPTs are conducted at arm's length and on normal commercial terms consistent with the Group's usual business practices and policies and will not be prejudicial to shareholders. The review policies/procedures are as follows:-

- (a) all transactions with Related Parties will only be entered into after taking into consideration the pricing, level and quality of products or services and will not be entered into unless: -
  - (i) the pricing for such transaction or contract is determined in accordance with the Group's usual business practices and policies and consistent with the usual margins of the Group with unrelated parties;
  - (ii) the terms are based on prevailing market forces and not more favourable to the Related Parties than those extended to unrelated parties and available to the public, and the RRPTs are not detrimental to the minority shareholders of the Company;
  - (iii) the terms offered, after taking into account factors such as pricing, quality, delivery schedules and, where applicable, preferential rates, rebates or discounts for bulk purchases, are fair, reasonable and consistent with normal practices; and
  - (iv) wherever practicable and/or feasible, at least 2 other contemporaneous transactions with unrelated third parties for similar products and/or services and/or quantities will be used as comparison for determining whether the price and terms offered to/by the Interested Related Parties are fair and reasonable and comparable to those offered to/by unrelated third parties. In the event that quotation or comparative pricing from unrelated parties cannot be obtained (for instance, if there are no unrelated third party customers of similar products/services, or if the products is a proprietary item), the transaction price will be determined in accordance with the Group's usual business practices and policies, consistent with the usual margin of the Group for the same or substantially similar type of transaction made by the Group with unrelated third parties on terms which are generally in line with industry norms in order to ensure the RRPTs is not detrimental to Kerjaya Group.

- (b) The Audit Committee may, as it deems fit, request for additional information pertaining to the transactions from independent sources or advisers.
- (c) All records pertaining to RRPTs will be analysed and reviewed by the management of the Group. In addition, the management of the Group will report to the Audit Committee on the status of the RRPTs transacted on a quarterly basis.
- (d) An audit shall be conducted by the internal auditors to review RRPTs to ascertain that the relevant approvals have been obtained and the procedures in respect of such transactions are adhered to, if required.
- (e) The Board and the Audit Committee shall review the internal audit reports whenever available and to establish that all transactions with the Related Parties have been undertaken in accordance with the procedures put in place by the management of the Group.
- (f) Disclosure shall be made in the Company's Annual Report of a breakdown of the aggregate value of all RRPTs conducted pursuant to the Proposed RRPT Mandate during the financial year and, amongst others, based on the type of RRPTs made, the names of the Related Parties involved in each type of RRPTs made and their relationship with the Company, to which the Annual Report relates, for so long as the Proposed RRPT Mandate remains in force.
- (g) The following are the approving authority and the thresholds for the approval of the RRPTs:-
  - (i) All RRPTs in excess of RM10 million to be entered by the Group and RRPTs to be entered by the Group which has exceeded the mandate amount approved by the shareholders shall be subject to the review and approval of the Chief Financial Officer as First approval, Executive Directors, Audit Committee and Board of Directors as Final approval or shareholders (if required) before the transactions are carried out; and
  - (ii) All RRPTs below RM10 million to be entered by the Group and RRPTs to be entered by the Group which are within the mandate amount approved by the shareholders shall be approved by the Chief Financial Officer as First approval and Executive Directors as Final approval.

The Chief Financial Officer, Executive Directors, Audit Committee and Board of Directors are collectively the “**Approving Authority**”.

If all members of the relevant RRPT Approving Authority are conflicted or have interest in the RRPTs, then the approval of the next higher Approving Authority shall be sought. For avoidance of doubt, the Approving Authority in ascending order is: Chief Financial Officer, Executive Directors, Audit Committee and Board of Directors.

- (h) If a member of the Approving Authority has an interest in the RRPTs, he/she shall abstain from any decision making by the Board and/or Audit Committee in respect of such transactions and continue to abstain from voting on the resolution approving the transactions.
- (i) The interested Director and/or interested Major Shareholder shall also ensure that persons connected to them abstain from voting on the resolution approving the transactions.
- (j) The review of the policies, procedures and processes would be carried out by the Audit Committee on need be basis at least once in every 3 years or as and when necessary to comply with the changes of the Listing Requirements.

#### **2.2.4 Statement by Audit Committee**

The Audit Committee of Kerjaya has seen and reviewed the terms of the Proposed RRPT Mandate and is satisfied that the review procedures for RRPTs as set out in Section 2.2.3 above are sufficient to ensure that RRPTs will be carried out on an arm's length basis and on normal commercial terms and on terms which are not more favourable to the Related Parties than those generally available to the public and not to the detriment of the minority shareholders of Kerjaya.

The Audit Committee of Kerjaya is also of the view that the Group has in place adequate procedures and processes to monitor, track and identify RRPTs in a timely and orderly manner. The review of these procedures and processes was and will continue to be carried out at such frequency as the Audit Committee considers appropriate at least once in every 3 years or as and when necessary to comply with the changes in the Listing Requirements, having regard to the value and the frequency of the RRPTs.

### 3.0 RATIONALE FOR THE PROPOSED RRPT MANDATE

The RRPTs to be entered into by the Group are all in the ordinary course of business of the Group. The Proposed RRPT Mandate is intended to facilitate transactions in the normal course of business of the Group which are recurring transactions of revenue or trading nature which are likely to occur with some degree of frequency and arise at any time and from time to time.

These transactions with Related Parties were made at arm's length on terms not favourable to the Related Parties. Also, these transactions may be constrained by the time-sensitive nature and confidentiality of such transactions, and it may be impractical to seek shareholders' approval on a case-by-case basis before entering into such RRPTs. As such, the Board is seeking the requisite shareholders' mandate pursuant to paragraph 10.09 of the Listing Requirements to allow the Group to enter into such RRPTs. The RRPTs will be made at an arm's length basis and on normal commercial terms and which are in the Board's opinion, not prejudicial to the interests of the shareholders of the Company. Such RRPTs will also be on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

By obtaining the shareholders' approval for the RRPTs and the renewal of the same on an annual basis, the necessity to convene separate general meetings from time to time to seek shareholders' approval as and when such RRPTs occur would not arise. This would reduce substantial administrative time, inconvenience and expenses associated with the convening of such meetings and allow manpower resources and time to be channeled towards attaining other corporate objectives without compromising the corporate objectives of the Group or adversely affecting the business opportunities available to the Group.

The RRPTs will also enhance the Group's ability to pursue additional business opportunities, which may be time-sensitive in nature.

### 4.0 DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS

Save as disclosed below, none of the other Directors, Major Shareholders and/or Persons Connected with the Directors and/or Major Shareholders, have any interest, either direct or indirect, in the Proposed RRPT Mandate.

Shareholdings of the interested Directors, interested Major Shareholders and Persons Connected to them as at LPD are as follows: -

Directors	ORDINARY SHARES			
	Direct		Indirect	
	No. of Shares	%*	No. of Shares	%*
<b>INTERESTED DIRECTORS<sup>#</sup></b>				
DSTEH	-	-	852,999,321 <sup>(1)</sup>	67.77
DTES	-	-	852,999,321 <sup>(1)</sup>	67.77
DSTSC	5,988,607	0.48	852,999,321 <sup>(1)</sup>	67.77
TET	-	-	16,161,000 <sup>(2)</sup>	1.28
<b>INTERESTED MAJOR SHAREHOLDERS<sup>##</sup></b>				
Amazing	225,612,586	17.93	-	-
Egovision	627,386,735	49.85	-	-
DSTEH	-	-	858,987,928 <sup>(3)</sup>	68.25
DTES	-	-	852,999,321 <sup>(1)</sup>	67.77
DSTSC	5,988,607	0.48	852,999,321 <sup>(1)</sup>	67.77
<b>PERSONS CONNECTED<sup>###</sup></b>				
Toh Choon Hong <sup>(4)</sup>	371,074	0.03	-	-
Toh Siew Hui <sup>(5)</sup>	51,291	0.00 <sup>(7)</sup>	-	-
Ong B Chen <sup>(6)</sup>	6,666	0.00 <sup>(7)</sup>	-	-

#### 4.0 DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS (Cont'd)

Notes: -

- \* Excluding a total of 8,599,766 shares brought back by the Company and retained as Treasury Shares as at LPD.
- # Shareholding as per Register of Directors' Shareholdings as at LPD.
- ## Shareholding as per Register of Substantial Shareholders' Shareholdings as at LPD.
- ### Shareholding as per Register of Depositors as at LPD.
- (1) Deemed interested by virtue of their interest in Egovision and Amazing pursuant to Section 8 of the Act.
- (2) Deemed interested by virtue of their interest in One Permatang Sdn. Bhd. pursuant to Section 8 of the Act
- (3) Deemed interested by virtue of his spouse's direct interest and his interest in Egovision and Amazing pursuant to Section 8 of the Act.
- (4) Toh Choon Hong is the father of DSTSC.
- (5) Toh Siew Hii is the sister of DSTSC.
- (6) Spouse to a brother of DSTEh, DTES & TET.
- (7) Negligible.

The interested Directors, namely, DSTEh, DTES, DSTSC and TET have and will continue to abstain from Board deliberations and voting in relation to the Proposed RRPT Mandate. The Interested Directors and Interested Major Shareholders will abstain from voting in respect of their direct and/or indirect shareholdings in Kerjaya on the Ordinary Resolution relating to the Proposed RRPT Mandate to be tabled at the forthcoming EGM or at any adjournment thereof. In addition, they have undertaken that they will ensure persons connected with them abstain from voting in respect of their direct and/or indirect shareholdings on the Proposed RRPT Mandate in which they are interested at the EGM or at any adjournment thereof.

#### 5.0 EFFECTS OF THE PROPOSED RRPT MANDATE

The Proposed RRPT Mandate will not have any effect on the issued share capital and substantial shareholders' shareholdings of the Company.

However, the Proposed RRPT Mandate is expected to contribute to better earnings of the Group and indirectly, contribute to its net assets.

#### 6.0 VALIDITY PERIOD

If approved at the EGM, the Proposed RRPT Mandate will take effect from the date of passing of the Ordinary Resolution relating thereto at the EGM and will continue to be in force until: -

- (i) the conclusion of the next AGM of the Company, at which time it shall lapse, unless by Ordinary Resolution passed at that meeting, the authority is renewed, either unconditionally or subject to conditions; or
- (ii) the expiration of the period within which the next AGM of the Company is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
- (iii) the authority is revoked or varied by resolution passed by the shareholders of the Company in a general meeting,

whichever is the earlier.

In view of the foregoing, the Board will seek your approval for the Proposed RRPT Mandate at the EGM of the Company and at each subsequent AGM, renewal of the Shareholders' Mandate will be sought, subject to a satisfactory review by the Audit Committee of its continued application to RRPTs.

#### 7.0 APPROVAL REQUIRED

The Proposed RRPT Mandate is conditional upon approval being obtained from the shareholders of Kerjaya at the EGM to be convened and other relevant regulatory authority, if any.

## **8.0 DIRECTORS' RECOMMENDATION**

Having considered all aspects of the Proposed RRPT Mandate, the Board, save for the interested Directors, DSTEH, DTES, DSTSC and TET (who have and will continue to abstain from making any opinion) is of the opinion that the entry into the RRPTs between Kerjaya Group and those Related Parties described in Section 2.2.2 of the Proposed RRPT Mandate in the ordinary course of its business is fair, reasonable and in the best interest of the Company and its subsidiary companies.

For the reasons stated above, the Board (with the exception of the interested Directors) recommends that you vote in favour of the Ordinary Resolution in respect of the Proposed RRPT Mandate to be tabled at the forthcoming EGM.

## **9.0 EGM**

The Proposed RRPT Mandate will be tabled at the EGM of Kerjaya to be held on Wednesday, 11 June 2025 at 11.30 a.m. or immediately after the conclusion or adjournment (whichever is the later) of the 41<sup>st</sup> Annual General Meeting of the Company, which is scheduled on the same day at 11.00 a.m. and at the same venue, namely, Ballroom 1, Level 3, Courtyard by Marriott Kuala Lumpur South, No. 137, Jalan Puchong, 58200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur or at any adjournment thereof, for the purpose of considering and though fit, passing with or without modifications, the ordinary resolution pertaining to the Proposed RRPT Mandate. The Notice of the EGM and the Form of Proxy are enclosed in this Circular.

If you are unable to attend and vote in person at the EGM, you may appoint a proxy or proxies to attend, participate, speak and vote on your behalf by completing the Form of Proxy, in accordance with the instructions printed thereon as soon as possible and to deposit it at our Share Registrar's office at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia. You may also submit the proxy form electronically via fax to +603-20949940 or by email to [info@sshhsb.com.my](mailto:info@sshhsb.com.my) not less than 48 hours before the time fixed for the said EGM or at any adjournment thereof. The lodgement of the Form of Proxy will not preclude you from attending and voting in person at the meeting should you subsequently wish to do so.

## **10.0 FURTHER INFORMATION**

You are advised to refer to the Appendices set out in this Circular for further information.

Yours faithfully  
For and on behalf of the Board of Directors of  
**KERJAYA PROSPEK GROUP BERHAD**

**CHAN KAM CHIEW**  
**Independent Non-Executive Director**

## FURTHER INFORMATION

## 1.0 DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Board who collectively and individually accept full responsibility for the completeness and accuracy of the information contained in this Circular and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statements contained in this Circular or other facts, the omission of which would make any statement in this Circular false or misleading.

Information not relating to Kerjaya Group have been extracted from publicly available documents (where available) as well as other information and/or documents that have been provided to Kerjaya. The sole responsibility of the Board is limited to ensure that the information has been accurately reproduced in this Circular.

## 2.0 MATERIAL CONTRACTS

As at LPD, neither the Company nor its subsidiaries has entered into any material contracts (not being contracts entered into in the ordinary course of business) within the two (2) years immediately preceding the LPD.

## 3.0 MATERIAL LITIGATION

Save as disclosed below, neither the Company nor its subsidiaries are engaged in any material litigation, claims or arbitrations, either as plaintiff or defendant, which has a material effect on the financial position or business of the Group, and the Board is not aware of any proceedings, pending or threatened, or of any facts likely to give rise to any proceedings which may materially affect the position or business of the Group:-

(i) Pembinaan Yeng Tong Sdn. Bhd. vs KPMSB

On 11 September 2020, the Group announced that its wholly owned subsidiary, KPMSB, had received a letter dated 10 September 2020 from Messrs. Wong & Partners, the solicitors acting for Pembinaan Yeng Tong Sdn. Bhd. ("PYT"), accompanied by Writ of Summons dated 7 September 2020 and Statement of Claim dated 7 September 2020 issued by the Kuala Lumpur High Court demanding inter-alia, payment of works done, expenses and loss and damages totalling RM35,861,133.95.

KPMSB denies the claim in totality and counterclaimed a sum of RM4,161,872.05 against PYT, in addition to general damages to be assessed.

The legal proceedings are ongoing whereby the last trial date was on 25 March 2025. Further trials are fixed on 26 May 2025 to 30 May 2025 and 2 July 2025.

(ii) KPMSB vs BCM Holdings Sdn. Bhd.

On 17 November 2023, KPMSB has received a letter from BCM Holdings Sdn. Bhd. ("BCM") dated 15 November 2023 in relation to the Letter of Award dated 8 June 2024 and Supplemental Letter of Award dated 15 June 2023, where BCM informed KPMSB that BCM does not consider itself to be bound by the terms of the same ("BCM Letter").

On 7 December 2023, the Group announced that KPMSB, had via Messrs Kheng Hoe & Lee Yuen Advocates & Solicitors (formerly known as Messrs Chong + Kheng Hoe), the solicitors acting on behalf of KPMSB, served a Writ of Summons and Statement of Claim dated 6 December 2023 on BCM and sought RM20,000,000.00 in liquidity damages pursuant to the Clause 14 of the Supplemental Letter of Award dated 15 June 2023.

BCM has filed its defence and counterclaimed against KPMSB, and has included Dato' Tiong Kwing Hee as second defendant and Tan You Tiong as third defendant, alleging that KPMSB had conspired with BCM's directors, and BCM seeks, inter alia, for a declaration that the Letter of Award dated 8 June 2023 and Supplemental Letter of Award dated 15 June 2023 are invalid and unenforceable, and damages for alleged conspiracy between KPMSB and previous BCM directors.

The legal proceedings are ongoing and trials are fixed on 27 October 2025 to 30 October 2025.



(iii) KPMSB vs Apple 99 Development Sdn. Bhd.

On 22 August 2024, KPMSB received a Writ of Summons and Statement of Claim at the High Court of Malaya at Shah Alam against Apple 99 Development Sdn. Bhd. (“**Apple 99**”).

The Writ of Summons and Statement of Claim are to claim against Apple 99 the following:-

- (a) a declaration that Apple 99 is in breach of the Settlement Agreement (“**SA**”) dated 25 February 2020;
- (b) an order for specific performance of the SA and the Hotel Sales and Purchase Agreement (“**Hotel SPA**”);
- (c) an order that the Registrar of this Honourable Court be empowered to sign all necessary agreements, memorandum, document and instrument of transfer for and on behalf of Apple 99 in the event that Apple 99 fails, refuses and/or neglects to specifically perform the SA and the Hotel SPA and/or any of its obligations thereunder;
- (d) alternatively, and only in the event that this Honourable Court deems specific performance to be an unsuitable remedy (which is denied), an order that Apple 99 be required to pay to KPMSB a sum of RM105,135,885.20 or such other sum as may be determined by this Honourable Court being the outstanding Residual Contract Sum;
- (e) an order for Apple 99 to pay Interest to KPMSB at Maybank Base Lending Rate + 1% on the outstanding Residual Contract Sum of RM105,135,885.20 calculated from 18 December 2021 (or such other date as may be determined by this Honourable Court) until date of full realisation, to be assessed by this Honourable Court;
- (f) further or other reliefs as this Honourable Court deems fit and proper; and
- (g) costs.

The circumstances leading to the filing of the Writ of Summons and Statement of Claim by KPMSB is based on, inter alia, the sum of RM105,135,885.20 (“**Outstanding Sums**”) being due and payable to KPMSB by Apple 99.

KPMSB contends that Apple 99’s failure to pay the outstanding Residual Contract Sum of RM105,135,885.20, and coupled with the fact that there was no sale of the Hotel to a third party purchaser by the Expiry Period, KPMSB is now entitled under the SA to proceed with the Hotel SPA, for which purpose Apple 99 had represented and warranted pursuant to Clause 10.2.11 of the SA to execute all memorandum, agreement, forms, documents, and steps necessary to put the Hotel SPA into effect.

Subsequent to KPMSB’s filing of the Writ and Statement of Claim whereupon the same were served upon Apple 99, Apple 99 entered its appearance on 5 September 2024. Apple 99 thereafter filed its Defence and Counterclaim on 11 October 2024.

On 21 October 2024, KPMSB was served with an application by City Mall Sdn. Bhd. (“**City Mall**”), the registered proprietor of the freehold land in which the subject Hotel is built upon. City Mall’s application was filed to intervene, summarily, on the basis that its interest would be affected by the outcome of KPMSB’s ongoing suit against Apple 99.

In the following case management fixed on 4 November 2024, solicitors for Apple 99 informed the Court that City Mall would withdraw the aforesaid application to intervene. Solicitors for City Mall subsequently confirmed the same whereupon it sought to withdraw the application with liberty to file afresh.

During the following case management on 19 November 2024, solicitors for KPMSB objected to City Mall’s request to withdraw with liberty to file afresh. Parties are further instructed to file written submissions regarding the matter by 22 November 2024 whereupon the decision of the Court would be given on 26 November 2024.

On 26 November 2024, the Court allowed City Mall to withdraw its intervener application with liberty to file afresh. On the same day, KPMSB filed its Reply and Defence to Counterclaim whereupon pleadings were deemed closed.

The legal proceedings are ongoing and trials are fixed on 1 October 2025 to 3 October 2025.



On 27 November 2024, KPMSB filed an adjudication under the CIPAA Act claiming the sum of RM105,135,885.20 together with interest of RM12,917,792.09 being due and payable to KPMSB by Apple 99.

On 9 May 2025, the Adjudicator determined that:

- (a) Apple 99 shall pay to KPMSB the sum of RM75,460,851.16;
- (b) Apple 99 shall pay to KPMSB interest on the sum of RM75,460,851.16 at the Base Lending Rate published by Malayan Banking Berhad + 1% per annum from 11 November 2024 until the date of the Adjudication Decision;
- (c) Apple 99 shall pay the sum of RM75,460,851.16 together with the interest above within 14 days from the date of the Adjudication Decision and thereafter shall pay interest on the said sum at the Base Lending Rate published by Malayan Banking Berhad + 1% per annum from the date of the Adjudication Decision until the date of payment;
- (d) Apple 99 shall within 14 days from the date of this decision pay to KPMSB, KPMSB's costs in the sum of RM108,702.00;
- (e) Apple 99 shall pay and bear the adjudicator's fee and expenses in the sum on RM90,790.20 and AIAC's administrative fee and tax in the sum of RM19,356.84 and to the extent that KPMSB has paid any part thereof, Apple 99 shall within 14 days from the Adjudication Decision, reimburse KPMSB with that amount paid; and
- (f) Apple 99 shall pay the sum above by way of bankers cheque or bank transfer.

(iv) KPMSB vs Yong Tai Berhad and Datuk Wira Boo Kuang Loon

The Settlement Agreement dated 25 February 2020 entered into by KPMSB and Apple 99 was guaranteed and indemnified by a Corporate Guarantee and Personal Guarantee, both dated 25 February 2020. The Corporate Guarantee was signed by Apple 99's holding company, Yong Tai Berhad ("**Yong Tai**") while the Personal Guarantee was signed by Datuk Wira Boo Kuang Loon ("**Datuk Wira Boo**") who is also a director of both Yong Tai and Apple 99.

Pursuant to Apple 99's breach to satisfy the outstanding Residual Contract Sum by 17 December 2023, KPMSB is entitled to demand the Corporate and Personal Guarantor to jointly and severally satisfy the same. Upon KPMSB's issuance of such demand, Yong Tai and Datuk Wira Boo must satisfy the outstanding sum of RM105,135,885.20 within 30 days. The letter of demand to Yong Tai was served on 28 August 2024, and was deemed served to Datuk Wira Boo on 2 October 2024.

However, Yong Tai and Datuk Wira Boo ("**the Defendants**") failed, refused and/or neglected to pay the demanded sum. KPMSB proceeded to file a Writ of Summons and Statement of Claim on 4 October 2024 at the High Court at Shah Alam against Yong Tai and Datuk Wira Boo claiming for the following reliefs:

- (a) subject and without prejudice to KPMSB's claims in the Apple 99 Suit, an order for the Defendants to jointly and/or severally pay the outstanding Residual Contract Sum of RM105,135,885.20 or such other amount as may be determined by the Court;
- (b) interest;
- (c) costs; and
- (d) further or other reliefs as deemed fit and proper by the Court.

The Writ of Summons and Statement of Claim were served upon Yong Tai and Datuk Wira Boo on 10 October 2024. The first case management was fixed on 7 November 2024. Yong Tai and Datuk Wira Boo served their respective Defence and Counterclaim on KPMSB on 15 November 2024. The second case management was fixed on 12 December 2024. Subsequently, KPMSB filed its Reply and Defence to Counterclaim on 29 November 2024 whereupon pleadings were deemed closed.

On 6 March 2025, KPMSB filed an application to consolidate the case with Apple 99 suit.

#### 4.0 CONTINGENT LIABILITIES AND MATERIAL COMMITMENTS

##### 4.1 Contingent Liabilities

Saved as disclosed below, as at LPD, the Board is not aware of any contingent liabilities which may have a material impact on the Group's financial position, upon becoming enforceable:-

		<b>RM'000</b>
(a)	Corporate guarantee given to banks for facilities granted to subsidiaries	329,200
(b)	Corporate guarantee given to third parties for the benefit of the Group's subsidiaries	240,764
<b>TOTAL</b>		<b>569,964</b>

##### 4.2 Material Commitments

As at LPD, the Board is not aware of any material capital commitments contracted or known to be contracted by the Group, upon becoming enforceable, may have a material impact on the Group's financial position.

#### 5.0 DOCUMENTS FOR INSPECTION

Copies of the following documents will be available for inspection during normal office hours on any weekday (except public holidays) at the Registered Office of Kerjaya at 802, 8<sup>th</sup> Floor, Block C, Kelana Square, 17 Jalan SS7/26, 47301 Petaling Jaya, Selangor Darul Ehsan from the date of this document up to and including the date of the EGM: -

- (i) Constitution of Kerjaya; and
- (ii) Audited Consolidated Financial Statements of the Kerjaya Group for the past two (2) financial years ended 31 December 2022 and 31 December 2024.



**KERJAYA PROSPEK GROUP BERHAD**  
Registration No. 198401010054 (122592-U)  
(Incorporated in Malaysia)

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN THAT** the Extraordinary General Meeting (“EGM”) of the Company will be held on Wednesday, 11 June 2025 at 11.30 a.m. or immediately after the conclusion or adjournment (whichever is the later) of the 41st Annual General Meeting of the Company, which is scheduled on the same day at 11.00 a.m. and at the same venue, namely, Ballroom 1, Level 3, Courtyard by Marriott Kuala Lumpur South, No. 137, Jalan Puchong, 58200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur or at any adjournment thereof, for the purpose of considering and, if thought fit, passing the following resolution, with or without modifications:-

**ORDINARY RESOLUTION**

**PROPOSED NEW SHAREHOLDERS’ MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

“THAT, subject to the Companies Act 2016 (“Act”), the Constitution of the Company and the Bursa Malaysia Securities Berhad Main Market Listing Requirements, approval be and is hereby given to the Company and its subsidiaries (“**Kerjaya Group**”) to enter into all transactions involving the interests of Directors, major shareholders or persons connected with Directors and/or major shareholders of the Group (“**Related Parties**”) as specified in Section 2.2.2 of the Circular to Shareholders dated 27 May 2025 in relation to the Proposed New Shareholders’ Mandate for Recurrent Related Party Transactions of a Revenue or Trading Nature (“**Recurrent RPTs**”) provided that such transactions are:-

- (i) recurrent transactions of a revenue or trading nature;
- (ii) necessary for the day-to-day operations;
- (iii) carried out in the ordinary course of business on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public; and
- (iv) are not to the detriment of the minority shareholders,

(“**RRPT Mandate**”).

AND THAT such approval shall continue to be in force until:-

- (a) the conclusion of the next Annual General Meeting (“**AGM**”) of the Company, at which time it will lapse, unless by ordinary resolution passed at that meeting, the authority is renewed; or
- (b) the expiration of the period within which the next AGM of the Company is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
- (c) the authority is revoked or varied by ordinary resolution passed by the shareholders in general meeting; or

whichever is earlier; and the aggregate value of the Recurrent RPTs be disclosed in the annual report of the Company.

AND THAT the Directors of the Company be and are hereby authorised to complete and do all such acts and things as they may consider expedient or necessary to give full effect to the RRPT Mandate.”

BY ORDER OF THE BOARD

**SEOW FEI SAN (SSM Practising Certificate No. 201908002299)**  
**MOK MEE KEE (SSM Practising Certificate No. 201908002288)**  
Secretaries

Petaling Jaya  
27 May 2025

**Notes:-**

1. *For the purposes of determining a member who shall be entitled to attend and vote at the EGM, the Company shall be requesting the Record of Depositors as at **30 May 2025**. Only depositors whose names appear in the Record of Depositors as at **30 May 2025** shall be regarded as members and entitled to attend, speak and vote at the EGM.*
2. **Proxy**
  - 2.1 *A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote in his stead. A proxy need not be a member of the Company and there is no restriction as to the qualification of the proxy. A proxy appointed to attend and vote at the meeting shall have the same rights as the member to speak at the meeting.*
  - 2.2 *A member may appoint not more than two (2) proxies to attend the meeting. Where a member appoints two (2) proxies, he/she shall specify the proportion of his/her shareholdings to be represented by each proxy.*
  - 2.3 *Where a member of the Company is an authorised nominee as defined under the Securities Industry (Central Depositories) Act, 1991, it may appoint at least one (1) proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.*
  - 2.4 *Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account (“**Omnibus Account**”), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each Omnibus Account it holds.*
  - 2.5 *The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing (or if such appointor is a corporation, either under its Common Seal or under the hand of an officer or attorney duly authorised or in some other manner approved by Directors).*
  - 2.6 *The appointment of a proxy may be made in a hard copy form or by electronic means in the following manner and must be received by the Company not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote:*

**In hard copy**

*The instrument appointing a proxy must be deposited at the Share Registrar’s office at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia.*

**By Electronic form**

*The proxy form shall be electronically lodged via fax to +603-2094 9940 or by email to [info@sshsb.com.my](mailto:info@sshsb.com.my).*

*Last date and time for lodging the proxy form is **Monday, 9 June 2025 at 11.30 a.m.***



**KERJAYA PROSPEK GROUP BERHAD**

Registration No. 198401010054 (122592-U)

(Incorporated in Malaysia)

CDS Account No. :

**PROXY FORM**

I/We

(FULL NAME IN CAPITAL LETTER AND I/C NO. / COMPANY NO.)

of

(ADDRESS)

being a member/members of **KERJAYA PROSPEK GROUP BERHAD** (the "Company") hereby appoint \_\_\_\_\_

of

(FULL NAME IN CAPITAL LETTER AND I/C NO.)

(ADDRESS)

or failing him/her,

(FULL NAME IN CAPITAL LETTER AND I/C NO.)

of

(ADDRESS)

or failing him/her, the CHAIRMAN OF THE MEETING as \*my/our proxy, to vote for \*me/us and on \*my/our behalf at the Extraordinary General Meeting ("EGM") of the Company to be held on Wednesday, 11 June 2025 at 11.30 a.m. or immediately after the conclusion or adjournment (whichever is the later) of the 41st Annual General Meeting of the Company, which is scheduled on the same day at 11.00 a.m. and at the same venue, namely, Ballroom 1, Level 3, Courtyard by Marriott Kuala Lumpur South, No. 137, Jalan Puchong, 58200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur or at any adjournment thereof, and to vote as indicated below:

ORDINARY RESOLUTION	FOR	AGAINST
To approve the proposed new shareholders' mandate for recurrent related party transactions of a revenue or trading nature		

Please indicate with an "X" in the space above on how you wish to cast your vote. In the absence of specific directions, your proxy will vote or abstain as he/she thinks fit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025

No. of ordinary shares held

For appointment two proxies, percentage of shareholdings to be represented by the proxies:-

	No. of shares	Percentage
Proxy 1		
Proxy 2		
Total		

Signature of Member / Common Seal



**Notes:-**

1. For the purposes of determining a member who shall be entitled to attend and vote at the EGM, the Company shall be requesting the Record of Depositors as at **30 May 2025**. Only depositors whose names appear in the Record of Depositors as at **30 May 2025** shall be regarded as members and entitled to attend, speak and vote at the EGM.

2. **Proxy**

- 2.1 A member entitled to attend and vote at the meeting is entitled to appoint a proxy to attend and vote in his stead. A proxy need not be a member of the Company and there is no restriction as to the qualification of the proxy. A proxy appointed to attend and vote at the meeting shall have the same rights as the member to speak at the meeting.
- 2.2 A member may appoint not more than two (2) proxies to attend the meeting. Where a member appoints two (2) proxies, he/she shall specify the proportion of his/her shareholdings to be represented by each proxy.
- 2.3 Where a member of the Company is an authorised nominee as defined under the Securities Industry (Central Depositories) Act, 1991, it may appoint at least one (1) proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.
- 2.4 Where a member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("**Omnibus Account**"), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each Omnibus Account it holds.
- 2.5 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing (or if such appointor is a corporation, either under its Common Seal or under the hand of an officer or attorney duly authorised or in some other manner approved by Directors).
- 2.6 The appointment of a proxy may be made in a hard copy form or by electronic means in the following manner and must be received by the Company not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote:

**In hard copy**

The instrument appointing a proxy must be deposited at the Share Registrar's office at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia.

**By Electronic form**

The proxy form shall be electronically lodged via fax to +603-2094 9940 or by email to [info@sshshb.com.my](mailto:info@sshshb.com.my).

Last date and time for lodging the proxy form is **Monday, 9 June 2025 at 11.30 a.m.**

Fold this flap for sealing

Then fold here

AFFIX  
STAMP

The Share Registrar  
**KERJAYA PROSPEK GROUP BERHAD**  
Registration No. 198401010054 (122592-U)  
Level 7, Menara Milenium  
Jalan Damanlela  
Pusat Bandar Damansara  
Damansara Heights  
50490 Kuala Lumpur  
Wilayah Persekutuan Kuala Lumpur  
Malaysia

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