

- Information Memorandum -

Description, Condition and Major Characteristics of the Warrants to Purchase Ordinary Shares of
Techlead NPN Public Company Limited No. 2 ("TL-W2")

Number of Warrants 949,850,841 Units

Underlying Shares 949,850,841 shares

Allocation of Warrants Techlead NPN Public Company Limited has allocated the Warrants to Purchase Ordinary Shares of the Company No. 2 (TL-W2) (the "Warrants" or "TL-W2"), which are named certificates and transferable, to offer to the existing shareholders proportionate to their respective shareholdings (Rights Offering) at no cost, at an allocation ratio of 6 existing ordinary shares to 1 unit of the Warrants (if there are fractional warrants resulting from the calculation, such fractions shall be disregarded).

Warrant Holders holding the warrants As of March 25, 2026

equal to or more than 0.50% of listed warrants but not less than 10 warrant holders:

Name	Number of TL-W2 Warrants Listing at this time	Percentage of TL-W2 Warrants Listing at this time
1. Mr. Panthawat Nakvisut	267,833,333	28.20
2. Mr. Kereepat Supasinprapapong	196,500,001	20.69
3. Mr. Phaibool Songpetchmongkol	89,227,636	9.39
4. Mr. Jakawit Phatarajinda	63,933,982	6.73
5. Miss Sukanya Tipmanee	44,125,000	4.64
6. Peer For You Public Company Limited	41,133,333	4.33
7. Mrs. Thanuchtara Pipatvilaikul	15,000,000	1.58
8. Mr. Shine Bunnag	13,366,666	1.41
9. Mr. Vichit Jiruttitijareon	10,000,000	1.05
10. Mr. Piyapat Pornpipatpong	8,996,666	0.95
11. Mr. Pavis Krairiksh	6,730,000	0.71
12. Thai NVDR Company Limited	5,424,078	0.57
13. Miss Puangporn Angkawanich	5,216,666	0.55
14. Mr. Kajorn Panarut	5,198,350	0.55
Total	772,685,711	81.35

Exercise of Rights under the Warrants

1. The Exercise Date

The Warrant Holders shall be entitled to exercise their rights under the Warrants to purchase the Company's reserved shares for the first time on June 30, 2026. Thereafter, the Warrant Holders may exercise their rights on the last Business Day of each quarter of each calendar year (i.e., the last Business Day of March, June, September, and December) throughout the term of the Warrants (each, an "Exercise Date"). The last Exercise Date shall be the date on which the Warrants reach 24 months from the Issuance Date of the Warrants, being March 24, 2028. In the event that any Exercise Date or the last Exercise Date does not fall on a Business Day, such Exercise Date or the last Exercise Date shall be brought forward to the immediately preceding Business Day.

2. Exercise of Rights to Purchase Ordinary Shares

In exercising the rights to purchase the ordinary shares of the Company, the Warrant Holders can exercise the rights to purchase all or part of the ordinary shares according to the Warrants they are holding, in accordance with the details set forth in Clause 5.4.4 of the Terms and Conditions Governing the Rights and Obligations of the Warrant Issuer and Warrant Holders to Purchase the Newly Issued Ordinary Shares of Techlead NPN Public Company Limited No. 2 (TL-W2) (the "Terms and Conditions")

Regarding the remaining Warrants that are not exercised within the last Exercise Date, the Company will assume that the Warrant Holders do not wish to exercise the rights under such Warrants, and such Warrants shall be canceled and become void without exercise. The Company will not request the Warrant Holders to exercise their rights under the Warrants prior to the scheduled date, nor will it extend the term of the Warrants.

3. Period for Notification of Intention to Exercise

The Warrant Holders who wish to exercise their rights to purchase the ordinary shares of the Company shall notify their intention to purchase the ordinary shares. The Period for Notification of Intention to Exercise the rights to purchase the ordinary shares of the Company are as follows:

(1) Notification of Intention to Exercise the Rights to Purchase the Newly Issued Ordinary Shares (except for the Last Exercise)

The Warrant Holders who wish to exercise their rights to purchase the newly issued ordinary shares of the Company shall notify their Intention to Exercise the rights under the Warrants to purchase the newly issued ordinary shares of the Company in accordance with the methods and procedures for exercise of the Warrants under Clause 5.4 of the Terms and Conditions (the “**Intention to Exercise**”), during 9.00 hrs. to 16.00 hrs., within 5 Business Days prior to each Exercise Date (the “**Period for Notification of Intention to Exercise**”).

In this regard, the Company will not close the Warrant Holders Register Book for the suspension of the transfer of Warrants to determine Warrants Holders' right in the exercise of right to purchase the newly issued ordinary shares of the Company. The Company will announce additional information and details regarding the Exercise Date, Period for Notification of Intention to Exercise, the Exercise Ratio, the Exercise Price, details of bank account for the subscription and exercise of rights under the Warrants, person designated by the Company as the Receiving Agent (if any) and place of exercise of right through the electronic information dissemination system of the SET or other systems as stipulated by the SET in order to notify the Warrant Holders at least 5 Business Days prior to the commencement date of the Period for Notification of Intention to Exercise in each exercise of right.

(2) Period for Notification of Intention for the Last Exercise of Rights to Purchase the Ordinary Shares

The Warrant Holders shall notify their intention according to the methods and procedures for exercise of the Warrants under clause 5.4 of the Terms and Conditions, during 9.00 hrs. to 16.00 hrs. within 15 days prior to the last Exercise Date (the “**Period for Notification of Intention for the Last Exercise**”).

The Company will announce additional information and details regarding the last Exercise Date, Period for Notification of Intention for the Last Exercise, the Exercise Ratio, the Exercise Price, details of bank account for the subscription and exercise of rights under the Warrants, person designated by the Company as the Receiving Agent (if any) and place of exercise of right through the electronic information dissemination system of the SET or other systems as

stipulated by the SET in order to notify the Warrant Holders at least 14 days prior to the closure date of the Warrant Holders Register Book to suspend the transfer of Warrants, together with dispatching the details via registered mails to the Warrant Holders whose names appear in the Warrant Holders Register Book as of the closure date to suspend the transfer of Warrants for the last exercise.

In this regard, the Company shall close the Warrant Holders Register Book to suspend the transfer of the Warrants for the last exercise for a period 21 days prior to the last Exercise Date, and the SET shall post an "SP" sign (Trading Suspension) to suspend the trading of the Warrants 2 Business Days prior to the closure date of the Warrant Holders Register Book, or according to other periods as stipulated by the SET for posting the "SP" sign in order to suspend the trading of the Warrants.

In the event that the commencement date of the closure of the Warrant Holders Register Book for the suspension of the transfer of Warrants does not fall on a Business Day of the SET, such commencement date of the closure of the Warrant Holders Register Book shall be brought forward to the last Business Day prior to such original commencement date of the closure.

Adjustment of the Exercise Price and Exercise Ratio
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1. Conditions on Adjustment of Rights of the Warrants

In order to maintain the benefits of the Warrant Holders so that they are not less favorable than before, the Company will adjust the Exercise Price and/or the Exercise Ratio to purchase the ordinary shares throughout the Term of the Warrants upon occurrence of any of the following events:

- 1.1. When the Company changes the par value of its ordinary shares as a result of the share consolidation or the share split, the adjustment of the Exercise Price and the Exercise Ratio will take effect immediately from the date that the par value of the Company's ordinary shares becomes effective, as announced by the SET:

- (1) The Exercise Price will be adjusted according to the following formula:

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

(2) The Exercise Ratio will be adjusted according to the following formula:

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

Whereas

Price 1	=	The new Exercise Price after the adjustment
Price 0	=	The former Exercise Price before the adjustment
Ratio 1	=	The new Exercise Ratio after the adjustment
Ratio 0	=	The former Exercise Ratio before the adjustment
Par 1	=	The par value of the ordinary shares after the adjustment
Par 0	=	The par value of the ordinary shares before the adjustment

1.2. When the Company offers newly issued ordinary shares to the existing shareholders proportionate to their respective shareholdings (Rights Offering), or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the public and/or private placement at the "Net Price Per Share of The Newly Issued Ordinary Shares" that is lower than 90% of the "Market Price Per Share of The Ordinary Shares of The Company", the adjustment of the Exercise Price and the Exercise Ratio will take effect immediately from the first date on which the purchaser of the ordinary shares of the Company are not entitled to subscribe for the newly issued ordinary shares (the first date on which the SET posts an XR sign) in the case of the offering to the existing shareholders proportionate to their respective shareholdings (Rights Offering), or the offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the first date of the offering of the newly issued ordinary shares in the case of the public offering and/or the private placement (as the case may be).

In this regard, the "Net Price Per Share of The Newly Issued Ordinary Shares" can be calculated by taking the total amount the Company will receive from the offering of newly issued ordinary shares, deducting any expenses incurred from the issuance of the securities (if any), and dividing by the total number of all newly issued ordinary shares.

In the event that newly issued ordinary shares are offered at more than 1 offering price under the conditions requiring simultaneous subscription, all offering prices shall be included in the calculation of the Net Price Per Share of The Newly Issued Ordinary Shares. However, if the simultaneous offerings do not fall under the condition requiring subscription, only the offering price that is lower than 90% of the "Market Price Per Share of The Ordinary Shares of The Company" shall be used in the calculation of the adjustment.

The “Market Price Per Share of The Ordinary Shares of The Company” is defined as the total trading value of the ordinary shares of the Company on each trading day, divided by the total number of the ordinary shares of the Company traded on the SET on such date, based on the average of the 15 consecutive Business Days period prior to the Calculation Date.

The “Calculation Date” means the first day on which the purchasers of the ordinary shares are not entitled to subscribe for the newly issued ordinary shares (the first date on which the SET posts the XR sign) in the case of the offering to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the first date of the offering of the newly issued ordinary shares in the case of the public offering and/or the private placement (as the case may be).

In the case that the “Market Price Per Share of The Ordinary Shares of The Company” cannot be determined due to the absence of trading during the specified period, the Company shall determine the fair value of its ordinary shares for use in the calculation instead.

“Fair value” means the price that is determined by financial advisors approved by the SEC Office.

- (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:

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

Whereas

Price 1	=	The new Exercise Price after the adjustment
Price 0	=	The former Exercise Price before the adjustment
Ratio 1	=	The new Exercise Ratio after the adjustment
Ratio 0	=	The former Exercise Ratio before the adjustment
MP	=	The market price per share of the ordinary shares of the Company
A	=	The number of fully paid-up ordinary shares as of the date before the date of the closure date for determining the names of shareholders who are entitled to subscribe for the newly issued ordinary shares in case of offering to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate to their respective

shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the day prior to the first date of offering of the newly issued ordinary shares in case of public offering and/or private placement, as the case may be.

B = The number of newly issued ordinary shares to be offered to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or to be offered to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or public offering, and/or private placement, as the case may be.

BX = The proceeds to be received, after deducting any expenses incurred from the issuance of the securities (if any), both from offering to the existing shareholders proportionate to their respective shareholdings (Rights Offering), or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or public offering, and/or private placement.

- 1.3. When the Company offers any new securities to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the public offering and/or private placement, whereby such securities are convertible / exchangeable into the ordinary shares or grant the right to subscribe for ordinary shares of the Company (the “Newly Issued Convertible Securities”) e.g. convertible debenture or warrants to purchase the ordinary shares, whereby the “Net Price Per Share of The Newly Issued Ordinary Shares To Accommodate The Rights” is lower than 90% of the “Market Price Per Share of The Ordinary Shares of The Company”.

The adjustment of the Exercise Price and the Exercise Ratio shall become effective immediately from the first date on which the purchasers of the ordinary shares will no longer be entitled to purchase any newly issued securities that can be converted / exchanged into the ordinary shares or grant the right to subscribe for ordinary shares, in the case of the offering to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate

to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the first date of any offering of the newly issued securities that can be converted / exchanged into the ordinary shares or grant the right to subscribe for ordinary shares in case of public offering and/or private placement (as the case may be).

The “**Net Price Per Share of The Newly Issued Ordinary Shares To Accommodate The Rights**” shall be calculated by taking the total proceeds that the Company will receive from the offering of securities granting the right to convert / exchange into ordinary shares, or the right to subscribe for ordinary shares, deducting any expenses incurred in connection with the issuance of such securities (if any), adding the proceeds to be received from the conversion / exchange, or exercise of such rights, and then dividing the resulting amount by the total number of newly issued ordinary shares required to be issued to accommodate the exercise of those rights.

In the event that newly issued ordinary shares are offered at more than 1 offering price under the conditions requiring simultaneous subscription, all offering prices shall be included in the calculation of the net price per share of the newly issued ordinary shares of the Company. However, if the simultaneous offerings do not fall under the condition that they shall be subscribed altogether, only the offering price that is lower than 90% of the “**Market Price Per Share of The Ordinary Shares of The Company**” shall be used in the calculation of the adjustment.

The “**Market Price Per Share of The Ordinary Shares of The Company**” shall have the same meaning as stated in Clause 1.2 above.

The “**Calculation Date**” means the first date on which the purchasers of the ordinary shares are no longer have the right to subscribe for any newly issued securities that grant the right to convert into ordinary shares or the right to purchase ordinary shares, in the case of the offering to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the first date of the offering of any newly issued securities that grant the right to convert into ordinary shares or the right to purchase ordinary shares, in the case of the public offering and/or private placement (as the case may be).

(1) The Exercise Price will be adjusted according to the following formula:

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

(2) The Exercise Ratio will be adjusted according to the following formula:

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

Whereas

Price 1 = The new Exercise Price after the adjustment

Price 0 = The former Exercise Price before the adjustment

Ratio 1 = The new Exercise Ratio after the adjustment

Ratio 0 = The former Exercise Ratio before the adjustment

MP = The market price of the ordinary shares of the Company

A = The number of fully paid-up shares as of the date for determining the names of shareholders who are entitled to subscribe for the Warrants for the right to subscribe for the newly issued securities that are convertible / exchangeable into the ordinary shares or grant the right to purchase ordinary shares, in the case of the offering to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or the day before the first date of the offering of the newly issued securities that are convertible into the ordinary shares or grant the right to subscribe for ordinary shares, in the case of the public offering and/or the private placement (as the case may be).

B = The number of newly issued ordinary shares to accommodate the exercise of the rights from any securities that are convertible or exchangeable into the ordinary shares or grant the right to purchase ordinary shares, as offered to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or public offering, and/or private placement.

BX = The total amount of funds to be received, after deducting expenses incurred from issuing any securities that grant the right to convert / exchange into the ordinary shares or the right to purchase ordinary shares offered to the existing shareholders proportionate to their respective shareholdings (Rights Offering) or offering to the existing shareholders proportionate to their respective shareholdings, excluding shareholders who would cause the Company to have legal obligations under foreign laws (Preferential Public Offering), and/or public offering and/or private placement, plus the funds to be received from the exercise of the conversion / exchange rights or the right to purchase the ordinary shares.

1.4. When the Company distributes dividends, in whole or in part, in the form of newly issued ordinary shares to its shareholders, the adjustment of the Exercise Price and the Exercise Ratio shall take effect immediately from the first day on which the purchasers of the ordinary shares are not entitled to receive the stock dividend (the first date on which the SET posts an XD sign).

(1) The Exercise Price will be adjusted according to the following formula:

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

(2) The Exercise Ratio will be adjusted according to the following formula:

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

Whereas:

Price 1	=	The new Exercise Price after the adjustment
Price 0	=	The former Exercise Price before the adjustment
Ratio 1	=	The new Exercise Ratio after the adjustment
Ratio 0	=	The former Exercise Ratio before the adjustment
A	=	The number of fully paid-up ordinary shares as of the date preceding the book closure date for shareholders' entitlement to receive stock dividends
B	=	The number of newly issued ordinary shares in form of stock dividends

- 1.5. When the Company pays dividends exceeding 40% of the net profit according to the Company's separate financial statements, after deducting corporate income tax, accumulated losses, and legal reserve allocation for the operating results during any accounting period, whether the dividends are paid from operating results or retained earnings, throughout the term of the Warrants. Provided that, the Company must not have any remaining accumulated losses during the period of such dividend payment, as well as throughout the term of the Warrants. In this regard, the adjustment of the Exercise Price and the Exercise Ratio shall take effective immediately from the first day on which the purchasers of the ordinary shares are not entitled to receive the dividend (the first date on which the SET posts the XD sign).

The rate of the dividends paid to shareholders shall be calculated by dividing the actual dividends paid from the operating results of each accounting period by the net profit shown in the Company's separate financial statements, after deduction of corporate income tax, accumulated losses, and legal reserve allocation, based on the operating results of the same accounting year. For this purpose, the actual dividends paid shall include any interim dividends paid during such accounting period.

The "Calculation Date" means

(1) The first day on which the purchasers of the ordinary shares are not entitled to receive dividends (the first date on which the SET posts an XD sign) in case of having an agenda item of additional dividend payment in the Annual General Meeting of Shareholders.

(2) The day posts an XM sign for the Annual General Meeting of Shareholders which has an agenda item for omitted annual dividend payment or omitted additional dividend payment in case of interim dividend payment without additional dividend payment in the Annual General Meeting of Shareholders due to not posting an XD sign.

- (1) The Exercise Price will be adjusted according to the following formula:

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

- (2) The Exercise Ratio will be adjusted according to the following formula:

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

Whereas

Price 1 = The new Exercise Price after the adjustment

Price 0 = The former Exercise Price before the adjustment

Ratio 1	=	The new Exercise Ratio after the adjustment
Ratio 0	=	The former Exercise Ratio before the adjustment
MP	=	The market price of the ordinary shares of the Company
D	=	Dividend per share actually paid to shareholders (including interim dividend payment and additional annual dividend payment (if any))
R	=	Dividend per share paid at the rate of 40% of the net profit according to the Company's separate financial statements (which have been audited) after deduction of income tax, accumulated losses, and legal reserve allocation for the operating results of any accounting period, divided by the total number of shares entitled to receive dividends.

In this regard, the Company may consider to adjust the right from an annual dividend payment without the adjustment of right when there is the interim dividend payment, but the rights adjustment shall be calculated only once at the time of the annual dividend payment. The calculation of adjustment of right will calculate from the paid dividend during the fiscal year (including the interim dividend) (In case of interim dividend payment, the Company will disclose to the Warrant Holders of information relating to such interim dividend payment and non-adjustment of rights).

- 1.6. In any event of any occurrence that results in the Warrant Holders losing any rights and benefits, and such event is not specified in Clauses 1.1 to 1.5 above, it is subject to the Company's discretion to consider and determine for an adjustment to the Exercise Price and/or the Exercise Ratio (or adjustment of the volume of Warrants instead of the Exercise Ratio) fairly, ensuring that the rights of the Warrant Holders are not diminished. The decision of the Company on such matter shall be deemed as final. In this regard, in the case of the adjustment to the rights as mentioned above, the Company shall immediately notify the SEC Office, the SET, and the Registrar of the Warrants of such details within 15 days from the date on which the event causing the adjustment occurs.
- 1.7. The calculation of the adjustment to the Exercise Price and the Exercise Ratio made in accordance with Clauses 1.1 to 1.6 shall be independent from one another and shall be calculated the adjustment according to the sequence of occurrence. In the case where multiple events occur simultaneously, the adjustment should be calculated in the following orders: Clauses 1.1, 1.5, 1.4, 1.2, 1.3 and 1.6 respectively. In calculation of the adjustment in sequential order set forth, the Exercise Price and the Exercise Ratio shall be maintained in the 3 digits of decimal (any of the 4 digits decimal onward shall be disregarded).
- 1.8. The calculation of the adjustment to the Exercise Price and the Exercise Ratio in accordance to Clauses 1.1 to 1.6 shall not be changed in a way that will cause the new Exercise Price to increase and/or the Exercise Ratio to decrease, except in the case of the share consolidation.

In calculating the amount of money payable upon the exercise of the Warrants, such amount shall be calculated from the new Exercise Price after the adjustment (with 3 digits of decimal) multiplied by the number of ordinary shares (whereby the number of ordinary shares can be calculated from the new Exercise Ratio) (with 3 digits of decimal) multiplied by the number of units of Warrants being exercised, whereby fractions of shares resulting from such calculation shall be disregarded. In the case where the calculated amount from exercising the rights has a fraction of a baht, such fraction shall be disregarded.

In this regard, in the event that the adjustment made to the Exercise Price results in the new Exercise Price calculated based on the formula being lower than the par value of the ordinary shares of the Company, the new Exercise Price shall apply, unless the law prohibiting the Company to issue shares being lower than the par value, the par value of the Company's ordinary shares shall be used as the new exercise price. The new Exercise Ratio shall remain to be the ratio calculated based on clauses 1.1 to 1.6 as specified above.

- 1.9. In adjusting the rights of the Warrants, the Company shall adjust the rights by adjusting the Exercise Price and the Exercise Ratio without adjusting the Exercise Price concurrently with the issuance of new Warrants to substitute the adjustment of the Exercise Ratio. In this regard, the Company shall arrange to issue additional newly issued ordinary shares to accommodate the adjustment of rights when there is an adjustment of the Exercise Price and the Exercise Ratio in accordance with the adjustment conditions specified in the Terms and Conditions.
- 1.10. In adjusting the Exercise Price and/or the Exercise Ratio according to Clauses 1.1 to 1.6, the Company will notify the adjustment via the electronic information dissemination system of the SET, by disclosing no later than 9.00 hrs. on the date on which the rights adjustment becomes effective (First Date on which the Sign is Posted) and notify such adjustment to the SEC Office within 15 days from the effective date of the rights adjustment and deliver the amended Terms and Conditions to the Warrant Holders within 15 days from the date on which the Company receives a written request from the Warrant Holders. The Company shall make a copy of the amended Terms and Conditions at the Company's head office and the Receiving Agent's head office (if any) so that the Warrant Holders can request to inspect such copy of the amended Terms and Conditions on Business Days and during business hours of such locations.

2. Amendment to the Terms and Conditions of the Warrants

- 2.1 Any amendment to the Terms and Conditions that is clearly beneficial to the Warrant Holders, or that does not prejudice the rights of the Warrant Holders, or any amendment required to comply with the laws or the rules prescribed under the Securities and Exchange Act or other applicable laws, rules, regulations, notifications, orders of general application, or the relevant rules, regulations, notifications, or requirements of the SEC Office, or in the case of an adjustment of rights pursuant to Clause 1 above, or any amendment that does not prejudice the benefits of the Warrant Holders, or any correction of an apparent error, may be undertaken by the Company (with the approval of the Board of Directors) without requiring the prior consent of the meeting of the Warrant Holders.
- 2.2 Any amendments to the Terms and Conditions other than those specified in Clause 2.1 above will require the consent of the Company and the Warrant Holders' meeting, in accordance with the procedures in Clause 14.6 or Clause 14.9 of the Term and Conditions, as the case may be.
- 2.3 Any amendment made to the Terms and Conditions will not be in conflict with or inconsistent with the rules under the Notification of the Capital Market Supervisory Board No. Tor.Chor. 34/2551 Re: Application for Permission and Permission to Offer the Warrants representing the Rights to Purchase New Shares and the Newly Issued Shares Reserved for the Accommodation of the Exercise of the Warrants dated 15 December 2008 (including any amendments), and will be in compliance with the Securities and Exchange Act and other applicable laws, unless an exemption has been granted.
- 2.4 The Company and/or the Warrant Holders will not be entitled to propose any amendments to the Terms and Conditions regarding the extension of the warrant term, the Exercise Ratio, or the Exercise Price, except in the case of an adjustment pursuant to Clause 1 above.
- 2.5 The Company will notify the SET, the SEC Office, and the Warrant Registrar of the details of any amendments to the Terms and Conditions as specified in Clauses 2.1 or 2.2 above, and will deliver the amended Terms and Conditions within 15 days from the effective date of the amendments to the Terms and Conditions. The Company will notify all Warrant Holders of the details of any amendments to the Terms and Conditions as specified in Clauses 2.1 or 2.2 above, via the Stock Exchange's electronic media on the same day that the Company notifies the SET, the SEC Office, and the Warrant Registrar, and shall deliver the amended Terms and Conditions to the Warrant Holders upon request within 15 days from the date of receiving a written request from the Warrant Holders. The Warrant Holders requesting

the delivery of the amended Terms and Conditions shall be responsible for reasonable costs as determined by the Company. In this regard, the Company will maintain the copies of the amended Terms and Conditions at the Company's head office and the head office of the Receiving Agent (if any), so that the Warrant Holders may request to inspect such copies during the Business Days and business hours at the specified locations.

Lock-Up Period for - None -

the Warrants (if any)

Other Material - None -

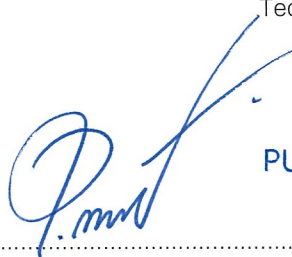
Information (if any)

Financial Advisor (if any) - None -

Prepared by Techlead NPN Public Company Limited

We hereby certify that the information in this Information Memorandum is complete and true in all respects

Techlead NPN Public Company Limited



(Mr. Panthawat Nakvisut)
Authorized Director



(Mr. Phuriphat Petdee)
Authorized Director