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- Summary of Information -

Characteristics, Conditions and Essence of the Warrants to Purchase the Newly Issued Ordinary Shares of
TEAM Consulting Engineering and Management Public Company Limited No. 1
("the Warrants" or "TEAMG-W1")

<u>Number of Warrants Issued</u>	135,986,781 units
<u>Number of Ordinary Shares</u>	135,986,781 shares
<u>Reserved for the Exercise of Warrants</u>	
<u>Allocation Method</u>	<p>TEAM Consulting Engineering and Management Public Company Limited (" Company") will issue and allocate TEAMG- W1 to the existing shareholders of the Company whose names appear on the record date for the names of shareholders who are entitled to receive the warrants on May 12, 2023, at the ratio of 5 existing ordinary shares to 1 unit of TEAMG-W1.</p> <p>Thus, in the calculation of TEAMG-W1 allocation for each shareholder, if the result is in fractions, the fraction of shares is to be discarded. In case there are warrants remaining from such allocation, the remaining warrants will be cancelled, and the Company will not re-allocate the remaining warrants.</p>
<u>Major warrant holders</u>	As of June 23, 2023

Details as follows.

	Name	Number of Warrants	Percentage of Warrants submitted for registration
1	Mr. Teerachai Rattanakamolporn	21,620,000	15.90
2	Mr. Sataporn Ngamruengphong	7,924,520	5.83
3	Mr. Amnat Prommasutra	5,066,800	3.73
4	Mr. Takorn Rattanakamolporn	4,120,000	3.03
5	Mr. Supachoke Tantivit	3,699,760	2.72
6	Mrs. Yupadee Premchuen	3,346,920	2.46
7	Mrs. Penpilai Phonchaipanich	3,346,100	2.46

	Name	Number of Warrants	Percentage of Warrants submitted for registration
8	Ms. Maneerat Ngamruengphong	3,224,080	2.37
9	Mr. Sompong Chonecadeedumrongkul	3,152,000	2.32
10	DD ALL Company Limited	3,030,000	2.23
Total		58,530,180	43.05

Exercise of Warrants

1. Exercise Date

The Warrant Holders may exercise the rights under the TEAMG-W1 to purchase the Underlying Shares of the Company on the Company's last Business Day of June and December following the Issuance Date of TEAMG-W1 throughout the term of the Warrants ("Exercise Date"). The first exercise date can begin on December 29, 2023, and the last exercise date is the date on which the Warrants expire 3 years from the date of issuance of the Warrants which falls on June 22, 2026.

In the event that the Exercise Date and the last Exercise Date is not a business day, the Exercise Date and the last Exercise Date shall be moved up to the business day prior to such Exercise Date. In any case, TEAMG-W1 cannot be exercised before the specified time and the Company will not extend the term of the Warrants.

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

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

3. Notification Period for Exercise of Warrants

☐ Notification Period for Exercise of Warrants

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

The Company will notify the Warrant Holder the information regarding the Exercise Date, Notification Period for Exercise of Warrants, the Exercise Ratio, the Exercise Price, details of bank account used for subscription and exercise of rights under Warrants, the person appointed by the Company to be

its representative for receiving notification of exercise of Warrants (if any) and the contact venue for the exercise, via electronic information media of the SET, at least 5 Business Days prior to each Notification Period for Exercise of Warrants.

☐ **Notification Period for Last Exercise of Warrants**

The Warrant Holder who wishes to exercise the rights to purchase the Company's ordinary shares of the Company must notify its intention to exercise its rights under the TEAMG-W1 in accordance with the methods and procedures in exercising of its rights ("**Intention to Exercise of Rights**") during the period as from 8.30 a.m. to 3.30 p.m. within 15 days prior to the Last Exercise Date ("**Notification Period for Last Exercise of Warrants**").

Only the last exercise of Warrants that the Company will close the Warrant Holders Registration Book to suspend the transfer of Warrants for the period of 21 days prior to the Exercise Date and the SET will post a suspension sign SP to prohibit the transfer of Warrants at least 2 Business Days prior to date of the Warrant Holders Registration Book closing.

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

The Company will notify the Warrant Holder the information regarding the Exercise Date, Notification Period for Exercise of Warrants, the Exercise Ratio, the Exercise Price, details of bank account used for subscription and exercise of rights under Warrants, the person appointed by the Company to be its representative for receiving notification of exercise of Warrants (if any) ("**Representative Receiving the Notification**") and the contact venue for the exercise, via electronic information media of the SET, at least 5 Business Days prior to each Exercise Notification Period. As for the Last Exercise Date, the Company will notify such news through the electronic dissemination system of SET at least 14 days prior to the closing date of the register book, together with sending such details to the Warrant Holders who have the right to exercise their rights, whose name appears in the Register Book on the closing date of the register by registered mail.

Right Adjustment Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Market price per share of the Company's ordinary shares " has the same meaning as details in Clause 2 above.

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

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

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

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

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

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

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

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

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

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

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

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

5. When the Company pays dividend at a rate higher than 90 percent of its net profit after legal reserve and the Company's income tax for operations in any accounting period for the Company's separate financial statements.

In this regards, dividend payment rate paid to shareholders shall be calculated by dividing the actual dividend paid in each accounting period by net profit of the Company's separate financial statements (Audited) after legal reserves and income tax from the operating performance in the same accounting period. Such actual dividend paid shall also include the interim dividend paid in each accounting period.

The change of Exercise Price and Exercise Ratio shall have an immediate effect from the first date that the purchaser of shares shall not obtain rights to receive dividend (the first date that the SET posts an XD sign).

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

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

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

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

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

Where	Price 1	=	New Exercise Price after the adjustment
	Price 0	=	Exercise Price before the adjustment
	Ratio 1	=	New Exercise Ratio after the adjustment
	Ratio 0	=	Exercise Ratio before the adjustment
	MP	=	Market price per share of the Company's ordinary shares
	D	=	Dividends per share paid to the shareholders
	R	=	Dividend per share paid at a rate of 90 percent of net profit after legal reserve and the Company's income tax for operations in any accounting period for the Company's separate financial statements, divided by total number of shares eligible form dividend

6. In any event where the Warrant Holders are caused to lose their rights and interest other than those stated in Clause 1 – Clause 5 above, the Company might consider the adjustment of the Exercise Price and/or Exercise Ratio (or adjustment of the number of warrant in lieu of the Exercise Ratio) in a fair manner without depriving the rights of the Warrant Holders. In such case, the Company's decision on such matter shall be deemed as final. The Company shall inform SEC, SET, and Registrar of Warrants within 15 days from the date of the occurrence of such events.
7. The calculation of the adjustment to the exercise price and the exercise ratio in accordance with Clause 1 – Clause 6 above shall be independent on one another and shall be based on the order of occurrence of the comparison to the market price of the Company's ordinary shares. In case more than one circumstance simultaneously occurs, the calculation of adjustment shall be made in a respective order of Clauses 1, 5, 4, 2, 3, and 6. In each calculation, the exercise price and the exercise ratio shall remain in a 3-decimal digit number.
8. The calculation of the adjustment of the Exercise Price and/or the Exercise Ratio pursuant to Clause 1 – Clause 6 shall not be changed in a way which will cause the Exercise Price to increase and/or the Exercise Ratio to decrease, except for the case of the shares' combination. The proceeds from the exercise of rights shall be calculated from the new exercise price after the adjustment (with the 3 digits of decimal) multiplied by numbers of the ordinary shares (the number of the ordinary shares shall be calculated from the new exercise ratio after the adjustment multiplied by the amount of warrants being exercised, any decimal fraction of shares shall be disregarded), in addition, any decimal fraction of the proceeds from such calculation, less than THB 1.00 shall be disregarded.

With regard to the adjustment of the Exercise Price, if the calculation causes the new exercise price to be lower than the Company's share par value, the Company's share par value shall be used as the new

exercise price. For the Exercise Ratio, the new ratio is still calculated based on the method specified in Clause 1 – Clause 6.

9. The Company may consider the adjustment of the exercise price along with the issuance of new warrants instead of adjustment of the exercise ratio. In the event of an adjustment of the exercise ratio or the issuance of new warrants in substitution of the adjustment of the exercise ratio, the Company will propose for the resolution of the shareholders' meeting to issue the capital increase shares to support the adjustment of the exercise ratio in case the reserved shares for the exercise of rights are insufficient.
10. In adjusting the Exercise Price and/or Exercise Ratio as specified in Clause 1 – Clause 6 and/or the with the issuance of new warrants instead of adjustment of the exercise ratio as specified in Clause 9, the Company shall inform the details regarding the adjustment of ratio and price of warrant immediately or before the ratio and exercise price are effective, via electronic information media of the SET and also inform the SEC within 15 days following the date that the adjustment is effective and also send such amended terms and conditions to the Warrant Holders within 15 days following the date on which the Company receives such request in writing from the Warrant Holders. The Company shall make available copies of the amended Terms and Conditions at the Head Office of the Company and/or the Head Office of the Agent receiving exercise intention so that the Warrant Holders can inspect such copies of the amended Terms and Conditions on the Business Days and during the business hours of the respective places.

The Company will not extend the term of the Warrants and will not change the price and exercise ratio unless there is an adjustment of rights under the conditions of rights adjustment.

Period for prohibiting the sale of -None-
shares

Other matters -None-

Financial advisor -None-

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