

# TRITON

## - Information Memorandum -

### Description, Condition and Major Characteristics of Warrants of Triton Holding Public Company Limited No. 5 ("TRITN-W5")

<u>Number of Warrants</u>	2,225,071,032 units
<u>Underlying Shares</u>	2,225,071,032 shares
<u>Allocation of Warrants</u>	Allocate to the existing shareholders in which the Company has determined the date on which the shareholders shall be entitled to receive the Warrants on 16 March 2022 (Record Date). The allocation ratio shall be 5 existing ordinary shares for 1 unit of the Warrants whereby any fraction thereof shall be entirely disregarded.
<u>Major Warrantholder</u>	As of 1 June 2022

Name	No. of Warrants	% of present listing
1. Miss Louise Taechaubol	333,620,020	14.994
2. Thai NVDR Company Limited	66,003,224	2.966
3. Brooker Group Public Company Limited	48,413,831	2.176
4. Mr. Pasu Wachirapong	44,000,000	1.977
5. UBS AG HONG KONG BRANCH	42,947,940	1.930
6. Mr. Preecha Apinankul	42,400,000	1.906
7. Mr. Suppachak Trirattanobhas	42,137,440	1.894
8. Mr. Sadawut Taechaubol	41,000,000	1.843
9. Mr. Akarat Vanarat	36,000,000	1.618
10. Miss Natthaphraya Wisitthanabodikorn	34,394,454	1.546

#### Exercise Right of Warrant

##### 1. Exercise Date

The Warrantholder shall be entitled to exercise the Warrants on the last Business Day of March, June, September and December of each calendar year during the term of the Warrants whereby the first exercise date shall be 30 September 2022 and the Last Exercise Date shall be

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on 31 May 2024 which is the due date of TRITN-W5 (If the exercise date falls on any non-business day of the Company, such exercise date shall be the last Business Day preceding such exercise date) The Warrantholders can exercise the Warrants either in whole or in part whereby the Company will not prematurely ask for the exercise the Warrants.

## 2. Exercise of Warrants

In exercising the Warrants, the Warrantholders can exercise the Warrants either in whole or in part whereby for the remaining Warrants, the Warrantholder can still be able to exercise such remaining Warrants for next exercise date except in case of the last exercise date which the Warrantholder shall no longer be entitled to exercise such remaining Warrants.

## 3. Notice Period of Exercise

The Warrantholder shall notify the intention to exercise the Warrants to the Company during 9.00 a.m. - 4.30 p.m. of any Business Day within 5 Business Days prior to each exercise date. For the last exercise date, the notice period shall be during 9.00 a.m. - 4.30 p.m. within 15 days prior to the last exercise date.

The Company will not close the Warrant Register Book except for the final exercise in which the Company will close the Warrant Register Book to suspend the transfer of the Warrants for a period of 21 days prior to the last exercise date in which the SET will post the suspended trading sign ("SP") 2 business days in advance. In case such book closing date fall on the non-business day of the SET, it will be moved to the prior business day of the SET.

The Company will inform, through the information distribution system of the SET, the news about the notice period, exercise ratio, exercise price and exercise place not



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less than 5 Business Days prior to each exercise date. For the last exercise date, the Company will send a registered mail to each Warrantholder whose name appears in the Warrant Register Book as at the book closing date.

## Adjustment of Exercise Price and Exercise Ratio

In order to protect the Warrantholder's interest, the Company shall adjust the exercise price and exercise ratio throughout the term of the Warrants upon the occurrence of any of the following events:

1. When the Company amend the par value as a result of the consolidation or split of its shares whereby the adjustment of the exercise price and exercise ratio shall be effective immediately upon the effective amendment of the par value as announced through the information distribution system of the SET.
2. When the Company offers the newly issued ordinary shares to the existing shareholders and/or public offering and/or private placement at the average offering price per the newly issued ordinary share lower than 90% of the market price of the Company's ordinary shares whereby the adjustment of the exercise price and exercise ratio shall be effective immediately on the first date on which the buyer of the ordinary shares will not be entitled to receive an allocation of the newly issued ordinary shares in case of rights offering and/or the first date of public offering and/or private placement, as the case may be.
3. When the Company offers any newly issued securities to the existing shareholders and/or public offering and/or private placement and such securities can be converted into the newly issued ordinary shares or can be exercised to purchase the newly issued ordinary shares such as convertible debenture or warrant at the average price per the underlying newly issued ordinary share lower than 90% of the market price of the Company's ordinary shares

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whereby the adjustment of the exercise price and exercise ratio shall be effective immediately on the first date on which the buyer of the ordinary shares will not be entitled to receive an allocation of such newly issued securities in case of rights offering and/or the first date of public offering and/or private placement, as the case may be.

4. When the Company pays dividend, either in whole or in part, in the form of the newly issued ordinary shares whereby the adjustment of the exercise price and exercise ratio shall be effective immediately on the first date on which the buyer of the ordinary shares will not be entitled to receive such stock dividend (the first date on which the SET posted the XD sign).
5. When the Company pays dividend more than 50% of the net profit of the Company's separate financial statements after deducting with income tax and legal reserve for any accounting period during the term of the Warrants whereby the adjustment of the exercise price and exercise ratio shall be effective immediately on the first date on which the buyer of the ordinary shares will not be entitled to receive such dividend (the first date on which the SET posted the XD sign).
6. In case there shall be any other event, not the events in clause 1 - 5 abovementioned, that impairs and deprives any right or benefit of the Warrantholder or the holder of the Certificate Representing Warrants, the Company will consider and determine the fair adjustment of the exercise price and/or exercise ratio (or the unit of the Warrants instead of the exercise ratio) to ensure that the Warrantholder will receive the same benefit whereby such Company's consideration shall be final and the Company shall immediately inform all details of such determination to the SEC and the SET and the Registrar.



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The calculation of the adjustment of the exercise price and exercise ratio in accordance with clause 1 - 6 shall be independent from one another and the Company shall calculate such adjustment in a respective order of events based on their occurrences. In case more than one events simultaneously occurs, the Company shall calculate such adjustment in this respective order, clause 1, 2, 3, 4, 5 and 6, whereby for each respective calculation, the exercise price and exercise ratio shall be maintained at 3 decimal digits. In addition, for each respective calculation, the variable value, which has been used to calculate in the previous order (if any), shall be used as the variable value before the adjustment in such adjustment calculation.

The calculation of the adjustment of the exercise price and exercise ratio in accordance with clause 1 - 6 shall not cause an increase in the new exercise price and/or decrease in exercise ratio, except in the case of the share consolidation. In addition, in order to calculate the proceeds from the exercise of the Warrants, the calculation will be based on the new exercise price after adjustment (3 decimal digits) multiplied with amount of ordinary shares (the amount of ordinary shares can be calculated from multiplying the new exercise ratio by the unit of the exercised Warrants whereby any fraction thereof shall be disregarded). In case the proceeds, which are calculated from the exercise of the Warrants, result in any fraction of THB, such fraction shall be disregarded.

In case the adjustment of such exercise price results in the new exercise price being lower than the par value, then the par value shall be used as such new exercise price unless the law stipulates otherwise, while the new exercise ratio shall be as per the calculation in clause 1 to 6.

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For the adjustment of the exercise price and exercise ratio in accordance with clause 1 - 6, the Company shall immediately inform, or prior to 9.00 a.m. on the effective date of adjustment, such adjustment through the information distribution system of the SET which shall include detail of calculation and reason of such adjustment.

Silent Period

None

Others

None

Prepared by

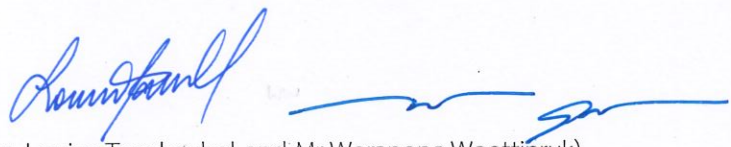
Triton Holding Public Company Limited

The Company hereby certifies that the information contained in this report is correct and complete in all respects.

Issuer

Triton Holding Public Company Limited



  
(Miss Louise Taechaubol and Mr. Worapong Woottipruk)

Authorized Director

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