

Information Memorandum

Description, Condition and Major Characteristics of the warrants to purchase the Newly-issued ordinary shares of Kingsmen C.M.T.I. Public Company Limited No.1 (K-W1).

Number of Warrants	119,999,781 units
Underlying Shares	119,999,781 Shares
Allocation of Warrants	<p>The Company will allocate and offer warrants to existing shareholders who subscribed newly issued ordinary shares and received the allocation of new ordinary shares offering to existing shareholders in proportion to their shareholdings (Right Issue) and over subscription (Excess Rights) at the ratio of 1 new shares to 1 unit of warrant (1:1).</p> <p>Any fraction of shares remaining from allotment will be disregarded and all of remaining warrants after the allocation will be canceled. In this regard, the Company has set the record date to determine the list of the Company's shareholders who entitle to subscribe the newly issued ordinary shares under Rights Offering together with warrants on February 25, 2021. (Record Date)</p> <p>As of April 12, 2021.</p>

Major Holders

Name	No. of warrants	% of present listing Warrants
1 Pisessith's Family	56,126,011	46.77
1.1 Mr. Chayawat Pisessith	31,004,617	25.84
1.2 Ms. Poonsook Pisessith	5,640,000	4.70
1.3 Mr. Pitak Pisessith	5,520,000	4.60
1.4 Mr. Wongsakorn Pisessith	3,809,700	3.17
1.5 Ms. Khim Pisessith	3,803,149	3.17
1.6 Mr. Sittharn Pisessith	3,000,000	2.50
1.7 Ms. Nonthawan Pisessith	2,524,545	2.10
1.8 Mr. Pichai Pisessith	750,000	0.63
1.9 Ms. Nisakorn Pisessith	74,000	0.06
2 KINGSMEN CREATIVES LTD.	12,000,000	10.00
3 Mr. Pravit Sribanditmongkol	4,698,018	3.92
4 Mr. Somchai Padphai	4,453,759	3.71
5 Ms. Sunisa Ratnanenya	4,000,000	3.33

	Name	No. of warrants	% of present listing Warrants
6	Nisitsukcharoen's Family	3,150,069	2.63
6.1	Mr. Uptham Nisitsukcharoen	3,000,000	2.50
6.2	Ms. Sornvitha Nisitsukcharoen	150,069	0.13
7	Ms. Krisada Jiraphun	3,000,000	2.50
8	Chalermkarnchana's Family	2,067,272	1.72
8.1	Ms. Nancy Chalermkarnchana	1,690,909	1.41
8.2	Mr. Suchart Chalermkarnchana	376,363	0.31
9	Mr. Thammayut Sopa Asavaporn	2,000,000	1.67
10	Thai NVDR Company Limited	1,510,806	1.26
	Top 10	93,005,935	77.51
	Other warrant holders	26,993,846	22.49
	Total	119,999,781	100.00

Remark The grouping according to the above table is the disclosure of names in order to know the shareholding proportion of the shareholders with the same surname as shown in the warrant allocation report. It does not mean that individuals in the group behave in a manner that is a combination of action. Or there is a vote in the same direction (Acting in Concert) or is in compliance with Sections 246 and 247 of the Securities and Exchange Act B.E. 2535 in any way.

1. Exercise Period

The first exercise date shall be on June 30, 2021 and the last exercise date shall be the date that such warrants aged 1 year and 6 months from the issuance date. If the last exercise date falls on a day which is not a business day, then the last exercise date shall be moved up to the business day prior to such exercise date which is on October 11, 2022. Warrant holders can exercise their rights to purchase the company's ordinary shares on the last business day of every quarter (the last business day of March, June, September, and December) throughout terms of warrant ("Exercise date") is June 30,2021, September 30,2021, December 30,2021, March 31, 2022, June 30,2022, October 11, 2022. If exercise date falls on a day which is not a business day, then the exercise date shall be moved up to the business day prior to such the original exercise date. However, the warrants will cease to be listed on the next day after the last exercise date. The warrants issued at this time are not required for the Company to require the warrant holders to exercise their warrants before the warrant period.

2. Exercise of Warrants

To exercising the warrants, the Warrant Holders might exercise their rights either in whole or in part of total units of warrant held by each of them. However, any outstanding warrant that are not exercised before the Last Exercise Date, the Company shall deem that the Warrant

Holders do not wish to exercise their rights and such warrants shall be expired without being exercised.

3. Notification Period for the Exercise of Warrant

3.1 The Notification period for Exercise Warrant on each Exercise Date (Except for the Last Exercise Date)

The Warrant Holders who wish to exercise their rights to purchase the Company's newly issued ordinary shares shall deliver a notification to exercise the warrants following the procedures as specified in Clause 5.4 ("Exercise Procedures") between 9:00 a.m. – 4:00 p.m. during the period of 5 business days prior to each Exercise Date (the "Notification Period")

In this regards, the Company shall not close the Warrant Register Book to suspend the transfer of warrants. Also, the Company shall release information and additional details to the Warrant Holders, the Exercise Date, the Notification Period, Exercise Ratio, Exercise Price, Details of the bank account for subscription and exercise warrants, the Agent receiving exercise intention (if any) and the contact place, through the SET PORTAL or other system required by the SET at least 5 business days prior to each Notification Period

3.2 The Notification period for Exercise Warrants on the Last Exercise Date

The Warrant Holders shall deliver a notification to exercise the warrants following the procedures as specified in Clause 5.4 ("Exercise Procedures") between 9:00 a.m. – 4:00 p.m. during the period of 15 days prior to the Last Exercise Date (the "**Last Notification Period**")

In this regards, The Company shall release information and additional details to the Warrant Holders, the exercise date, the Last Notification Period, Exercise Ratio, Exercise Price, Details of the bank account for subscription and exercise warrants, the Agent receiving exercise intention (if any) and the contact place, through the SET PORTAL or other system required by the SET at least 15 business days prior to the first day of the Last Notification Period and send registered mail to the address of Warrant Holders as appeared in the warrant registered book at the last book closing date of warrant.

The Company will close the Warrant Holders Register Book to suspend the last transfer of the Warrants for 21 days prior to the last exercise date. And the SET will post a prohibition mark (SP) to prohibit the trading of warrants 2 business days before the registration book closing date. Or for any other period specified by the Exchange for the posting of a temporary prohibition mark (SP) to prohibit the trading of warrants.

Adjustment of Exercise Price and Exercise Ratio

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

- 1.1 The Company changes the par value of its ordinary shares as a result of the consolidation or split of its issued ordinary shares. The adjustment of the exercise price and the exercise ratio shall be effective as disclose via the information disclosure system of the Stock Exchange.

(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:

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

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

- 1.2 The Company offers its ordinary shares by rights issue to the existing shareholders (Right Offering) and/or public offering and/or private placement at "Net price per share of the newly issued ordinary shares" which is lower than 90% 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 rights issue to the existing shareholders (Right Offering) and/or the first date of such 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 1 offering price at the same offering of shares under the condition that the offering must be jointly subscribed, all offering prices shall be used to calculate the Net price per share of the newly issued ordinary shares. However, if the offering is not under the condition that the offering must be jointly subscribed, only the offering price that is lower than 90% of "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 consecutive Business days 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 that the SET posts an XR sign) in case of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering in case of public offering and/or private placement, as the case may be.

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

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

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

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

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

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

Where;

Price 1 = New exercise price after the adjustment

Price 0 = Exercise price before the adjustment

Ratio 1 = New exercise ratio after the adjustment

Ratio 0 = Exercise ratio before the adjustment

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

A = Number of fully paid-up ordinary shares as of the date prior to the closing date of share register book for subscription rights for newly issued shares in case of the right issue to the existing shareholders 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 to rights offering and/or public offering and/or private placement, as the case may be

BX = Proceeds to be received deducted by any expenses from the issuance of new shares (if any) either from rights offering and/or public offering and/or private placement

1.3 The Company offers any newly issued securities by rights issue to the existing shareholders and/or public offering, and/or private placement and such securities give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares ("Newly issued convertible securities"), such as convertible debentures or warrants to purchase ordinary shares) where "Net price per share of the newly issued ordinary shares reserved for the exercise of the rights" to accommodate such rights is lower than 90% (ninety) of "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 any newly issued securities that are convertible or changeable into ordinary shares or give the rights to subscribe for the Company's ordinary shares (the first date that the SET posts an XR sign) in case of rights issue to the existing shareholders (Right Offering), and/or the first date 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 per share of the newly issued ordinary shares reserved for the exercise of the rights" is calculated from the total proceeds that the Company receives from the securities offering that give right to convert or change into the ordinary shares or give the rights to subscribe for the Company's ordinary shares, deducted by expenses arising from the securities issuance (if any) , plus the proceeds received from the exercise of rights to convert or change into the ordinary shares or rights to subscribe for the Company's ordinary shares, and divided by the total number of the newly issued shares reserved for the exercise of the rights.

In addition, in case there is more than 1 offering price at the same offering of shares under the condition that the offering must be jointly subscribed, all offering prices shall be used to calculate the Net price per share of the newly issued ordinary shares reserved for the exercise of the rights. However, if the offering is not under the condition that the offering must be jointly subscribed, only the offering price that is lower than 90% of "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 1.2 above.

" Calculation Date" refers to the first date that the purchaser of shares will not obtain rights to subscribe for the newly issued securities that give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of rights issue to the existing shareholders (Right Offering) and/or the first date of such offering that give rights to convert or change into ordinary shares or give the rights to subscribe for the Company's ordinary shares in case of public offering and/or private placement, as the case may be.

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

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

(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 = 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 right issue to the existing shareholders 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 to the right offering and/or public offering and/or private placement

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

1.4 The Company pays stock dividend, whether in whole or in part, in the form of the Company's newly issued 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 shall not obtain the rights to receive such stock dividend (the first date that the SET posts 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:

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

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

1.5 When the company has paid dividends in excess of 60% of the net profit according to the Company's consolidated financial statements. (Audited) after deducting accumulated losses, Legal reserve, minority interest and income tax on the performance of any accounting period, whether paid on operating results or retained earnings during the term of the warrant. The exercise price and exercise ratio change will be effective immediately from the first day the purchaser of ordinary shares will not be entitled to receive dividends. (The first day that SET posts XD)

In this regard, such dividend payment rate is based on the Company's dividend policy after corporate income tax and statutory reserve.

The percentage of the dividend payment to shareholders shall be calculated by dividing the actual dividend paid in each accounting period by the Net profit of the Company's consolidated Financial Statement (audited) after deducted by retained loss, legal reserves, minority interest, and income tax on the operating performance in the same accounting period. Such actual dividend paid shall also include the interim dividend paid in each accounting period.

"Market price per share of the Company's ordinary shares" has the same meaning as details in Clause 1.2 above.

"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 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:

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

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 60% of the Company's consolidated Financial Statement (audited) after deducted by retained loss, legal reserve, divided by total number of shares eligible form dividend

1.6 In any events other than those stated in Clause 1.1 – Clause 1.5 above that may impair the Warrant Holders' obtainable rights and benefits, the Company shall fairly consider and determine to adjust the exercise price and/or the exercise ratio (and/or adjust the amount of Warrants instead of the exercise ratio), without lessening the Warrant Holders' rights and benefits. The result of such consideration shall be deemed ultimatum. The Company will notify the SEC, SET, and the Warrant Registrar of relevant details immediately or before the effective date of the new exercise price and exercise ratio.

1.7 The calculation of the adjustment to the exercise price and the exercise ratio in accordance with Clause 1.1 through 1.6 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 1.1, 1.5, 1.4, 1.2, 1.3, and 1.6. In each calculation, the exercise price and the exercise ratio shall remain in a 5 decimal digit number.

- 1.8 The calculation of the adjustment of the Exercise Price and the Exercise Ratio pursuant to Clause 1.1 - Clause 1.6 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 consolidation of shares. The proceeds from the exercise of rights shall be calculated from the new exercise price after the adjustment (with the 5 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 1 Baht 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 reserves the right to adjust the exercise price to the par value of ordinary shares only. Unless otherwise specified by law for the new exercise ratio, the exercise ratio calculated in accordance with clause 1.1 - 1.6 shall remain the same.
- 1.9 The Company may consider adjusting the exercise price along with the issuance of new warrants instead of adjusting the exercise ratio. In case of issuing additional reserve shares, the Company shall submit the resolution of shareholders' meeting which approve the issuance of additional reserve shares to the SEC prior to the adjustment.
- 1.10 In adjusting the Exercise Price and/or Exercise Ratio as specified in Clause 1.1 – Clause 1.6 and/or the issuance of new warrants instead of adjusting the exercise ratio as specified in Clause 1.9, the Company shall inform the details regarding the adjustment of exercise ratio and price of warrant immediately or before the adjusted ratio and exercise price to be effective, through the SET PORTAL or any other systems required by the SET and to the SEC within 15 (fifteen) days from the effective date of such adjustment. The Company will deliver the amended Terms and Conditions upon request to the Warrant holders within 15 days from the date the Company receives the written request form such Warrant holders and 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 (if any) , the Warrant Holders can review such copies of the amended Terms and Conditions on the business days and during the business hours of the respective places.
- 1.11 The company will not extend the term of the warrants. No amendments to the exercise price and exercise ratio unless it is the case specified in clause 1.1-1.6.

Silent Period (if any)	-none-
Others (if any)	-none-
Financial Advisor	-none-
Prepared By	Kingsmen C.M.T.I. Public Company Limited.

We hereby certify that the information contained in this summary is complete and true in all respects Kingsmen C.M.T.I. Public Company Limited.



(Mr. Chayawat Pisessith)
Chairman of the Board



(Mr. Pravit Sribanditmongkol)
Managing Director

