

EAST COAST FURNITECH PUBLIC COMPANY LIMITED 37/9, Moo 10, Banbung-Klaeng Rd, T.Thangkwian A.Klaeng, Rayong, 21110, Thailand

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บริษัท อีสต์โคสท์เฟอร์นิเทค จำกัด (มหาชน) 37/9 หมู่ 10 ถนนบ้านบึง-แกลง ต.ทางเกวียน อ.แกลง จ.ระยอง 21110

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7 August 2025

Subject: Delivery of the documents in relation to the allocation of the warrants to purchase

ordinary shares of East Coast Furnitech Public Company Limited No. 6 (ECF-W6)

To Shareholders of East Coast Furnitech Public Company Limited

Enclosure

- Notice of the Allocation of the Warrants to purchase ordinary shares of East Coast Furnitech Public Company Limited No. 6
- Terms and Conditions Governing the Rights and Obligations of the Warrants Issuer and Warrants Holders to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No. 6
- Notice of Entitlement to receive warrant

As the Extraordinary General Meeting of Shareholders No. 2/2025 of East Coast Furnitech Public Company Limited ("Company") on 29 May 2025 resolved to issue and allocate warrants to purchase ordinary shares of East Coast Furnitech Public Company Limited No. 6 ("Warrant" or "ECF-W6") in the amount not exceeding 399,802,256 units to the existing shareholders of the Company who subscribe and receive the allocation of the newly issued ordinary shares issued and offered to the existing shareholders in proportion to their shareholding (Right Offering), free of charge (zero baht), at the rate of 20 existing ordinary shares to 8 unit of Warrant (if there is a fractions from the calculation according to the allocation rate, fractions shall be disregarded).

In this regard, the Company has set the Record Date determining the list of shareholders who are entitled to the allocation and offering of newly issued ordinary shares together with Warrants (Record date) on 16 June 2025.

The Company hereby submits the Notice of the Allocation of the Warrant, terms and conditions governing the rights and obligations of the Warrants Issuer and Warrants Holders to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No. 6 (ECF-W6) and Notice of Entitlement to Receive Warrants according to Enclosure 1-3, for you to consider the details and conditions of the Warrant.

If you have any questions or additional inquiries, please contact the Company Secretary Office at 0-2152-7301-4 Ext. 202 or 212. Email: ir@eastcoast.co.th

Please be informed accordingly.

Yours sincerely East Coast Furnitech Public Company Limited

> (Mr. Pacharatanapong Suksawad) Managing Director

### Notification of the allocation of warrants to purchase ordinary shares of East Coast Furnitech Public Company Limited No. 6 (ECF-W6)

#### 1. Details of the Securities Offered

East Coast Furnitech Public Company Limited (the "Company") has its head office located at No. 37/9 Moo 10 Banbueng-Klaeng Road, Tang-Kwiang Sub-District, Klaeng District, Rayong Province 21110 intends to issue and allocate warrants to purchase ordinary shares of the Company No. 6 ("Warrant" or "ECF-W6") in the amount of not exceeding 399,802,256 units which are allocated to the existing shareholders who subscribed and have been allocated the newly issued ordinary shares issued and offered to the existing shareholders in proportion to their shareholding (Right Offering). The shareholders who are entitled to receive the Warrant must have their names listed on the shareholders' register at the Record Date (16 June 2025) and shall be the shareholders who subscribed and have been allocated the newly issued ordinary shares issued and offered to the existing shareholders in proportion to their shareholding (Right Offering). The Company has allocated ECF-W6 at the rate of 20 existing ordinary shares to 8 unit of warrants with no charge. In the event that there is a fraction of warrants remaining from the calculation according to the allocation ratio of such warrants, with important details of such warrants as follows

#### **Key features of the Warrants**

Name of Warrant	:	Warrants to purchase ordinary shares of East Coast Furnitech Public Company Limited No. 6
Type of Warrant	:	Named certificate and transferable
Warrant Issuer	:	East Coast Furnitech Public Company Limited
Number of Warrants issued	:	Not exceeding 399,802,256 units
The number of ordinary shares allocated to accommodate the exercise of right under Warrant (According the Extraordinary General Meeting of Shareholders No. 2/2025)		Not exceeding 399,802,256 shares (calculated from the number of shares after the change in par value by share combining) at par value of 5.00 Baht per share.  In this regard, the number of shares allocated to accommodate the exercise of ECF-W6 rights is 399,802,256 shares, including the number of shares allocated to accommodate the exercise of all convertible securities of the Company, namely warrants to purchase ordinary shares of the Company No. 5 (ECF-W5) in the amount of 23,987,137 shares, the total number of shares is 423,789,373 shares, representing 40.38% of the Company's total issued and outstanding shares, which is not more than 50% of the paid-up capital of the Company.
Offering method	:	The Company will issue and allocate the Warrant to existing shareholders of the Company who subscribe and have been allocated the newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholding (Right Offering) ("RO") (according to the resolution of the Extraordinary General Meeting of Shareholders No. 2/2025), free-of-charge (Zero Baht) (Sweetener), at the allocation rate of 20 newly issued ordinary shares to 8 Warrant units (if there are fractions as a result from the calculation of such allocation, disregard them)  In addition, as the Company has retained losses as presented in the Company's separate financial statements for the year 2024 ended 31 December

		2024, which have been audited by the Company's certified public accountant, the Company may determine the exercise price of the ECF-W6 at a price lower than the par value of the Company's shares. The exercise price of ECF-W6 (regardless of whether any rights adjustment takes place) shall not be lower than Baht 0.01 per share. The Company shall comply with Section 52 of the Public Limited Companies Act (which provides that a company that has been in operation for not less than one year and has accumulated losses may offer shares at a price lower than the registered
		par value, provided that such offering is approved by a shareholders' meeting and that the discount is clearly specified)
		The Company has determined the record date for the shareholders entitled to receive the allocation of RO and Warrant (ECF-W6), to the existing shareholders who subscribe for the RO shares in the single offering round for each capital increase (under the resolution of the Extraordinary General Meeting of Shareholders No. 2/2025) which took place on 16 June 2025.
		In the event of the calculation of each shareholder's entitlement to the allocation of ECF-W6 warrants results in a fraction of a share or warrant, such fractional entitlements (if any) shall be disregarded.
		After completing the calculation of shareholders' entitlements to the ECF-W6 warrants, any remaining warrants that cannot be allocated due to fractional entitlements shall be cancelled. As a result, only the number of warrants that can be fully allocated to shareholders without fractions shall remain outstanding.
Offering price per unit	:	0 Baht (Zero Baht) (at no cost)
Date of issuance and offering of warrants	:	1 August 2025
Term of Warrants	:	1 year from the date of issuance of the Warrants.
		In this respect, the Company shall not extend the term of Warrant after issuance.
Exercise ratio	:	1 unit of Warrants per 1 ordinary share. (except in the case of the adjustment of rights in accordance to the conditions)
		In the event that there is a fraction of shares or warrants as a result of the calculation (if any), disregard such fraction.
Exercise price	:	0.08 Baht per share, unless the exercise price is adjusted pursuant to the conditions of the adjustment of rights as stipulated in the Terms and Conditions Governing the Rights and Obligations of the Warrants Issuer and Warrants Holders to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited.

Exercise period	:	The Warrant Holders shall be entitled to
		exercise their rights under the Warrants to purchase Company's ordinary shares on the last business day of every month from the date the Warrants is issued throughout the term of the Warrants ("Exercise period"). In this respect, the first exercise date will be on the last business day of the month following the Warrants issuance date (30 September 2025) and the last exercise date will be on the 1 year after the Warrants issuance date (31 July 2026) ("Last Exercise Date"). In the case that the Last Exercise Date falls on a non-business day of the Company or the SET, the exercise date shall then be the preceding business day prior to each exercise date.
		The Warrants Holders may exercise their rights to purchase ordinary shares according to the Warrants they hold, in whole or in part. The remaining warrants after the exercise or non-exercise of rights on any exercise date, can be accumulated to be exercised on the next exercise date throughout the term of the Warrants. However, after the expiration of the warrants, any unexercised warrants will be canceled and terminated.
The first exercise date	:	The last working day of September 2 0 2 5, which falls on 30 September 2025.
The last exercise date	:	The maturity date of the warrants is 1 year, which falls on 31 July 2026.
Period of intention to exercise the warrants	:	The Warrant Holders of the Warrants who wish to exercise their rights to purchase ordinary shares of the Company shall deliver a notification of their intention to exercise the Warrants between during 9.00 a.m. and 3.30 p.m. within the period of 5 business days prior to each Exercise Date. Except the Last Exercise Date, the notification of their intention to exercise the Warrants shall be delivered between during 9.00 a.m. and 3.30 p.m. within the period of 15 business days prior to Last Exercise Date. In the case that such exercise date falls on a non-business day of the Company, the exercise date shall then be the preceding business day prior to such exercise date.
Secondary Market for Warrants	:	The Company will list the Warrant as listed securities on the Market of Alternative Investment (mai) or the stock exchange where the Company's ordinary shares are listed securities at that time.
Secondary market of ordinary shares arising from Exercise	:	The Company will list the ordinary shares arising from the exercise of the Warrant as listed securities on the Market of Alternative Investment (mai) or the stock exchange where the Company's ordinary shares are listed securities at that time.

Warrant Registrar	:	Thailand Securities Depository Co., Ltd. or any person that has been appointed as warrant registrar
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#### 2. Subscription, Offering and Allocation

#### 2.1 Allocation Methods

This offering of Warrant this time, has no arrangers and underwriters, due to the fact that it is an allocation and offering to existing shareholders who subscribed and were allocated newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholding. The shareholders who are entitled to receive the Warrant must have their names listed on the shareholders' register book at the Record Date (16 June 2025) and shall be the shareholders who subscribed and have been allocated the newly issued ordinary shares issued and offered to the existing shareholders in proportion to their shareholding (Right Offering).

#### 2.2 Date, Subscription Methods and Payment

Due to the fact that this allocation of Warrant is an allocation free of charge, there is no determination of date and subscription method and payment of subscription of Warrant.

Other details are stated in the Terms and Conditions Governing the Rights and Obligations of the Warrants Issuer and Warrants Holders to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No. 6.



The Terms and Conditions Regarding the Rights and Obligations of the Issuer of the Warrants and the Holder of the Warrants to Purchase Ordinary shares of East Coast Furnitech Public Company Limited No. 6 (ECF-W6)

Dated August 1, 2025.

# Terms and Conditions Governing the Rights and Obligations of the Warrants Issuer and Warrants Holders to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No.6 (ECF-W6)

The Warrants to purchase ordinary shares of East Coast Furnitech Public Company Limited No.6, ("Warrants" or "ECF-W6") issued by East Coast Furnitech Public Company Limited (the "Company" or "Warrants Issuer"), in accordance with the resolution of the Extraordinary General Meeting of Shareholders no. 2/2025 held on 29 May 2025.

The Warrant Holders shall be entitled to the rights as prescribed under this Terms and Conditions and the Warrant Issuer and the Warrant Holders shall be bound by this Terms and Conditions in all respects, and they shall be deemed to have a thorough knowledge and understanding of all terms in this Terms and Conditions in all respects. The Warrants Issuer will maintain a copy of this Terms and Conditions at its head office so that the Warrant Holders can inspect such copy of the Terms and Conditions during the business hours and business days of the Warrants Issuer.

#### **Definitions**

#### Words and phrases used in the Terms of Rights shall have the following meanings:

Terms and Conditions	means	the terms and conditions governing rights and obligations of the Warrant Issuer and the Warrant Holders to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No.6 ("ECF-W6") (including amendments)
Warrant(s)	means	warrant to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No.6 ("ECF-W6")
Replacement of Warrant Certificate	means	a document issued by Thailand Securities Depository Company Limited (TSD) to be used as a replacement of the warrant to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No.6
Company or Warrant Issuer	means	East Coast Furnitech Public Company Limited
Warrant Holder(s)	means	a lawful holder of the title of the Warrants to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No.6, including a lawful holder of the title of the Replacement of Warrant Certificate
Rights of the Warrants	means	all rights that the Warrant Holders of the Warrants to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited No.6 under these Terms and Conditions and/or under relevant laws (if any), including (but not limited to) rights to attend the meeting of the Warrant Holders and rights to cast their votes at the meeting
Business Day(s)	means	a day on which the SET is generally open for operation, which is not Saturday or Sunday or any other day that the Bank of Thailand announces as the commercial bank holiday
Notification No. TorJor. 34/2551	means	Notification of the Capital Market Supervisory Board No. TorJor. 34/2551 Re: Application for approval and the granting of approval for the offering of the warrants to purchase newly issued shares, and the offering of the newly issued shares to reserve for the warrants, dated 15 December 2008 (including any amendment thereafter).
The Office of SEC	means	The Office of Securities and Exchange Commission
SET	means	the Stock Exchange of Thailand
TSD	means	Thailand Securities Depository Co., Ltd.
Warrant Registrar	means	Thailand Securities Depository Co., Ltd. or any person that has been appointed as warrant registrar

Warrant Holder Registration Book or Registration Book

the register book or the source of registered information which means

> records details of the Warrants and the Warrant Holders of the Warrant such as names and addresses of the Warrant Holders of the Warrants and procedures related to the Warrants including the transfer, pledge, confiscation and issuance of new certificates representing the Warrants in with applicable Securities accordance and Exchange regulations, notification of the Securities and Exchange Commission, notification of the Office of the SEC and notification of the Capital Market Supervisory Committee

Warrant Issuance Date 1 August 2025 means

means

has the meaning as ascribed in Clause 1.2.1 of Terms and **Exercise Date** means

Conditions

Last Exercise Date has the meaning as ascribed in Clause 1.2.1 of Terms and means

Conditions

Period for the Notification Intention to Exercise the

Warrants

has the meaning as ascribed in Clause 1.2.2 of this Terms and

Conditions

Last period for the Notification Intention to Exercise the Warrants

means has the meaning as ascribed in Clause 1.2.2 of Terms and

Conditions

#### 1. **Details of the Warrants**

The Company will issue and allocate Warrants in the amount of not exceeding 399,802,256 units to the existing shareholders who subscribed and were allocated newly issued ordinary shares of the Company to existing shareholders in proportion to their shareholding (Right Offering). The details of the warrants offered for sale are as follows:

#### 1.1 **Characteristics of Warrants**

**Warrant Issuer** East Coast Furnitech Public Company Limited

Address of the **Warrant Issuer**  No. 37/9 Moo 10 Banbueng-Klaeng Road, Tang-Kwiang Sub-District,

Klaeng District, Rayong Province 21110 Telephone no. 0-3867-1361, 0-3888-6372-4

**Name of Warrants** Warrants to purchase the ordinary shares of East Coast Furnitech Public

Company Limited No.6 ("ECF-W6" or "Warrants")

**Warrant Type** The Warrants to purchase newly issued ordinary shares of the Company of

the named certificate and transferable type

**Number of Warrants** 

resolution resolved by

the

Not exceeding 399,802,256 units

issued

(According

Number the Not exceeding 399,802,256 shares (the number of newly issued shares is of calculated based on the number of shares after the change in a par value, ordinary Shares following the combining shares) at par value of 5.00 Baht per share. reserved to accommodate the In this regard, the number of newly issued ordinary shares allocated to exercise of Warrants

accommodate the exercise of Warrants to purchase ordinary shares of the Company No. 6 (ECF-W6) at the amount of 399,802,256 shares combined with the total number of newly issued ordinary shares allocated to accommodate the the Extraordinary General Meeting of Shareholders no. 2/2025) exercise of all convertible securities of the Company, namely Warrants to purchase ordinary shares of the Company No. 5 (ECF-W5) at the amount of 23,987,137 shares which results in the total amount of 423,789,393 shares, representing 40.38 percent of the total number of shares sold of the Company (in this regard, the total number of issued shares is calculated together with the number of newly issued ordinary shares allocated for offering to the existing shareholders in proportion to their shareholding, proposed to this shareholders' meeting for approval), which not exceed 50 percent of the total number of shares sold of the Company.

Calculation methodology for the proportion of ordinary shares accommodated for the exercise of the Warrants, the details are as follows:

Number of ordinary shares accommodated for the exercise of warrants issued this time Number of ordinary shares reserved for the exercise of warrants other time + The exercise of rights under the warrants in other time X 100

Total number of shares sold of the Company + Number of shares issued for offering to existing shareholders in proportion to their shareholding along with Warrants

- = (23,987,137 + 399,802,256) / (49,975,282+999,505,640)
- = 40.38 percent

#### **Offering Methods**

The Company will issue and allocate the Warrant to existing shareholders of the Company who subscribe and have been allocated the newly issued ordinary shares issued and offered to existing shareholders in proportion to their shareholding (Right Offering) ("RO") (according to the approaching proposal in the Extraordinary General Meeting of Shareholders No. 2/2025 for consideration and approval), free-of-charge (Zero Baht) (Sweetener), at the allocation rate of 20 newly issued ordinary shares to 8 Warrant unit (if there are fractions as a result from the calculation of such allocation, disregard them). Such warrant has a term of 1 years after its issuance date, with the exercise ratio of 1 Warrant unit to 1 ordinary share and the exercise price of 0.08 Baht per share (except for the adjustment of rights).

In addition, since the Company has accumulated losses shown in the Statement of Financial Position (separate financial statements) as at 31 December 2024 reviewed by a certified public accountant of the Company, the Company may determine the exercise price of the ECF-W6 lower that a par value, by the exercise price of ECF-W6 (whether there was an adjustment of rights or not) must not be lower than 0.01 Baht per share. The Company shall comply with Section 52 of Public Limited Company Act B.E. 2535 (Section 52 states that a public company which is at a loss but has been in operation for more than 1 year may offer sale of shares with the value being lower than as registered, subject to approval of shareholders meeting and such discount rate being clearly specified).

The Company shall determine the date for determining the names of shareholders entitled to the allocation of the rights offering shares (RO) and the Warrants to purchase the ordinary shares of the Company No. 6 (ECF-W6), which will be allocated to the existing shareholders who subscribe to the RO shares, on a single occasion for all rights offerings (issued pursuant to the resolution of the Extraordinary General Meeting of Shareholders No. 2/2025) in every occasion on 16 June 2025.

In the case that the calculation of each shareholder's entitlement to receive the allocation of ECF-W6 results in a fraction of shares or warrant (if any), such fraction will be disregarded.

After calculating the shareholders' entitlement to receive Warrants, if there are any remaining fractional Warrants from the total allocation, the Company will cancel those remaining Warrants. This will result in a final number of Warrants that aligns exactly with the allocated amounts for the shareholders.

#### Offering price per unit

Baht 0 (Zero Baht) (Allocated to the shareholders at no cost)

#### **Term of warrant**

1 years from the issuance date of the Warrant. In this respect, the Company will not extend the term of Warrant after issuance and there are no provisions allowing the warrant holders to exercise their rights prior to the maturity date.

### Date of issuance and offering of warrants

1 August 2025

#### **Exercise ratio**

1 Warrant unit is entitled to purchase 1 ordinary share (unless the exercise ratio is adjusted otherwise pursuant to the conditions of the adjustment of rights)

In the event that there is a fraction of shares or warrants as a result of the calculation (if any), disregard such fraction.

#### **Exercise price**

0.08 Baht per share, unless the exercise price is adjusted otherwise pursuant to the conditions of the adjustment of rights as stipulated in Clause 4.2 below.

In addition, since the Company has accumulated losses shown in the Statement of Financial Position (separate financial statements) as at 31 December 2024 reviewed by a certified public accountant of the Company, the Company may determine the exercise price of the ECF-W6 lower that a par value, however the exercise price of ECF-W6 (whether there was an adjustment of rights or not) must not lower than 0.01 Baht per share. The Company shall comply with Section 52 of Public Limited Company Act B.E. 2535 (Section 52 states that a public company which is at a loss but has been in operation for more than 1 year may offer sale of shares with the value being lower than as registered, subject to approval of shareholders meeting and such discount rate being clearly specified).

#### **Exercise period**

has the meaning as ascribed in Clause 1.2.

#### **Expiry date**

31 July 2026

### Secondary market of Warrants

The Company shall apply to list the Warrants as listed securities on the Market for Alternative Investment (mai) or the stock exchange where the Company's ordinary shares are listed securities at that time.

### Secondary market for the ordinary shares

The Company shall apply to list the ordinary shares from the exercise of Warrants as listed securities on the Market for Alternative Investment (mai) or the stock exchange where the Company's ordinary shares are listed securities at that time.

# Methods and conditions for exercising rights

has the meaning as ascribed in Clause 1.2.

#### 1.2 Exercising rights and conditions

#### 1.2.1 Exercise Date

The Warrant Holders shall be entitled to exercise their rights under the Warrants to purchase Company's ordinary shares on the last business day of every month from the date the Warrants is issued throughout the term of the Warrants ("Exercise period"). In this respect, the first exercise date will be on the last business day of the month following the month in which the warrants are issued (30 September 2025) and the last exercise date will be on the 1 year after the Warrants issuance date (31 July 2026) ("Last Exercise Date"). In the case that the Last Exercise Date falls on a non-business day of the Company or the SET, the exercise date shall then be the preceding business day prior to each exercise date.

The Warrants Holders may exercise their rights to purchase ordinary shares according to the Warrants they hold, in whole or in part. The remaining warrants after the exercise or non-exercise of rights on any exercise date, can be accumulated to be exercised on the next exercise date throughout the term of the Warrants. However, after the expiration of the warrants, any unexercised warrants will be canceled and terminated.

#### 1.2.2 Period for notifying the intention to exercise the right

The Warrant Holders of the Warrants who wish to exercise their rights to purchase ordinary shares of the Company shall deliver a notification of their intention to exercise the Warrants between during 9.00 a.m. and 3.30 p.m. within the period of <u>5 business days</u> prior to each Exercise Date (the "**Notification Period**"). Except the Last Exercise Date, the notification of their intention to exercise the Warrants shall be delivered between during 9.00 a.m. and 3.30 p.m. within the period of <u>15 business days</u> prior to Last Exercise Date ("**Last Notification Period**"). In the case that such exercise date falls on a non-business day of the Company, the exercise date shall then be the preceding business day prior to such exercise date.

The Company will not close the Warrant Holders Register Book to suspend the transfer of the Warrants, except in the case of the last exercise of the Warrants in which the Warrant Holders Register Book will be closed to suspend the transfer of the Warrants for a period of 21 days prior to the last Exercise Date. The SET will post the "SP" (Suspend trading) sign in order to suspend the trading of the Warrants for a period of 2 Business Days prior to the book closing date until the Last Exercise Date. (In the case that the first book closing date falls on the date on which is not a business day, such first book closing date shall be moved to the last business day prior to the book closing date.) The Warrants will be suspended from trading commencing on the first day the Stock Exchange of Thailand posts the SP sign until the Last Exercise Date.

The Company will inform the Warrant Holders of the Warrants on information relating to the Warrants i.e., the Exercise Ratio, the Exercise Price, the Exercise Period, the Notification Period, bank account details for subscription and exercise of rights under the Warrants, the person the Company appoints as the agent to receive notifications of intent to exercise rights (if any), and the location for exercising rights at least 5 business days prior to each Notification Period through the electronic information disclosure means of the SET or any other system specified by the SET. For the Last Exercise Date, the Company shall inform through the electronic information disclosure means of the SET within period no less than 21 days prior to the Last Exercise Date and also deliver such details to the Warrant Holders of the Warrants whose names appear on the Warrant Holders Register Book as at its closing date via registered mail.

#### 1.2.3 Warrants Registrar

Thailand Securities Depository Company Limited

93, 14<sup>th</sup> Floor, Ratchadaphisek Road, Din Daeng Sub-District, Din Daeng District, Bangkok 10400

Phone : 0-2009-9999 Fax : 0-2009-9991 E-mail : <u>TSDCallCenter@set.or.th</u>
Website : <u>http://www.set.or.th/tsd</u>

The Warrant Issuer has implemented the system for subscription of additional shares for existing shareholders (Rights Offering) and/or exercising conversion rights through electronic channels provided by the TSD to enhance efficiency and convenience for security holders. An additional channel for subscribing to new shares for existing shareholders (Rights Offering) and/or exercising conversion rights will be available through deposit members (securities companies or custodians). The Issuer has authorized TSD to send related information regarding the entitlements of each security holder who has been allocated through deposit members, which are representatives where security holders have deposited their securities (for more details, please visit www.set.or.th\tsd).

The Warrant Registrar shall be responsible for closing the Warrant Holders Register Book which contains full name, nationality, addresses of the Warrant Holders and other information determined by the Warrant Registrar. In the case of conflicting information, the Company will deem that the information in the Warrant Holders Register Book is correct. Therefore, the Warrant Holders are obliged to give notification of any change or error in their respective details recorded in the Warrant Holders Register Book directly to the Warrant Registrar.

The Warrant Registrar is responsible for issuing the Replacement of Warrant Certificate to the Warrant Holders who have deposited their Warrants with the TSD and shall make records in the Warrant Register Book that, the TSD is the holder of those deposited Warrants on behalf of the Warrant Holders. In this regard, the Warrant Registrar will issue the Warrants or Replacement of Warrant Certificate as designated by the Warrant Registrar to the TSD. Moreover, the Warrant Registrar has the duty, as prescribed in the registrar appointment contract, to prepare and keep the Warrant Register Book, until all the rights to purchase the Company's Shares under those Warrants are exercised or the Warrants reach the maturity (as the case may be).

The Company reserves the right to replace the Warrant Registrar, provided that a notice thereof must be given to the Warrant Holders through the electronic information disclosure means of the SET and disclose to the SEC within 15 days. The Company shall send such replacement information to the Warrant Holders by registered mail.

#### 1.2.4 Contact place for exercising the right

(1) Contact to exercise the right

Company Secretary Department

East Coast Furnitech Public Company Limited

25/28 Moo. 12, Bungkamploy Sub-District, Lamlukka District, Pathumthani Province 12150

Phone: 0-2152-7301-4 ext. 212 or 202

Fax 0-2152-7305

Email: ir@eastcoast.co.th

In case there is a change of address to make the Exercise of Right of the Warrant, the Company shall notify the Warrant Holders of such change through the electronic information disclosure means of the SET.

(2) The Warrant Holders can obtain a form of notification of the intention to exercise the Warrants at the office of the Company or download from the Company's website (www.eastcoast.co.th). The notification must be made within the Notification Period or the Last Notification Period.

In the case that the Warrants are in a Scripless system, the Warrant Holders who wish to exercise the Warrants must notify their intention and fill in the application to withdraw the Warrant Certificate from the Scripless system or to request for the issuance of a Replacement of Warrants Certificates as prescribed by the SET and submit the aforesaid document to the securities companies acting as their securities broker. Such broker shall notify the TSD to withdraw the Warrant Certificates or to issue the Replacement of Warrant Certificates to use as supplementary evidence to exercise their rights to

purchase ordinary shares of the Company to continue exercising the rights specified above.

In the case where the Warrant Holder does not have a securities trading account and the Warrants are with the TSD in "Issuer Account", the Warrant Holders who wish to exercise their rights must notify the intention and complete the request form for the withdrawal of the Warrants as specified by the Stock Exchange. This form must be submitted to the TSD to request the withdrawal of the Warrants from the "Issuer Account". The Securities Depository will issue Replacement of Warrant Certificate to be used as evidence for exercising the right to purchase the Company's newly issued ordinary shares.

The Warrant Holders who wish to exercise their rights to purchase the ordinary shares must comply with the conditions for the notification of the intention to exercise the Warrants and The Warrant Holders must also comply with the law and the conditions applicable to the exercise of rights to subscribe for ordinary shares by completing and sending the following documents to the Company at the contact location above.

- (2.1) A notification form of intention to exercise the warrants that has been filled with correct and complete information, duly signed by the Warrant Holder. If the Warrant Holder is Juristic Persons, the notification form must be signed by the authorized signatory together with company seal affixed (if any).
- (2.2) The Warrant Certificates or the Replacement of Warrant Certificates evidencing that the holders thereof have the title to the Warrants accordance with the amount in the notification form for exercise of rights to purchase ordinary shares and In the case where the Warrant Holder does not exercise the right to purchase the entire amount of ordinary shares and wishes to authorize another person to receive a new Warrant for the Warrant that has not been exercised, the Warrant Holder must attach the power-of attorney authorizing other person to receive new warrant certificates for the Warrants which have not been exercised (if any).
- (2.3) Supporting Evidence for the Exercise
  - (A) Thai Individuals

A certified true copy of a valid identification card or governmental officer identification card / state enterprise officer identification card (in the case of any change in name/surname which causes the name/surname to be different from the name/surname appearing on the Warrants, a copy of any document issued by the governmental authority e.g. certificate of name/surname change, etc. must be enclosed).

(B) Foreign Individuals

A certified true copy of a valid passport or a foreigner certificate

(C) Domestic Juristic Person

A certified true copy of the affidavit issued by the Ministry of Commerce for a period of no longer than 6 months prior to the respective Exercise Date, duly signed by the authorized signatory and documentary evidence of the person authorized to sign under (a) or (b) along with certified true copies (except in the case where the TSD or securities depository company is the transferor/recipient, then no need to submit such evidence).

(D) Foreign Juristic Person

A certified true copy of the Certificate of Incorporation, Memorandum of Association, Articles of Association, and affidavit of the juristic person issued for a period of no longer than 6 months prior to the respective Exercise Date and certified by a notary public of the country issuing such documentation and a certified true copy, and documentary evidence of the person authorized to sign under (a) or (b) along with certified true copies.

(E) Custodian

A certified true copy of registration document with letter of appointment of custodian and documentary evidence of the person authorized to sign according to (a) or (b) together with his or her signature to certify and certified by a Notary Public of the country that issued the document no longer than 6 months prior to the respective Exercise Date.

If a Warrant Holder fails to submit the aforementioned supplemental documents when exercising the Warrants, the Company reserves the rights to deem that such person does not intend to exercise the rights under the Warrants at the relevant Exercise Date. Nevertheless, the Company may use its discretion to allow such Warrant Holder to exercise the Warrants as deemed appropriate.

(2.4) The payment for the exercise as specified in the notification form of intention to exercise the warrants to purchase ordinary shares has to be made no later than the Exercise Date and the Warrant Holders or the holder of Replacement of Warrant Certificate who wish to exercise their rights shall pay by means of fund transfer only to the following account

Name of Account: EAST COAST FURNITECH PCL

Bank: Bangkok Bank, Kleang Branch
Type of Account: Current Account
Account Number: 329-3-03799-4

by attaching proof of transfer issued by the bank, along with full name and last name and a contactable telephone number. The Company reserves the rights to reject the payment made by any other methods, except for the fund transferring the payment to the abovementioned account only.

The Warrant Holders who wish to exercise their rights to purchase ordinary shares will be responsible for all tax expenses and/or stamp duty (if any) accoding to the provision of the Revenue Code regarding stamp duty, or the regulations or laws applicable to the exercise of the right to purchase ordinary shares according to the Warrants.

The subscription of ordinary shares will be considered complete only when the Company and/or the representative for receiving exercise notification form (if any) have received the payment as specified in the notice of intent to subscribe to additional ordinary shares. In case the Company does not receive the payment for any reason not caused by the Company, it will be assumed that the Warrant Holder has no intention to exercise the rights and the right to subscribe to additional ordinary shares for that instance will be canceled. The Company will send or arrange for the representative to send (if any), the Warrants back to the Warrant Holders by registered mail within 10 Business Days from the exercise date. The return process will follow the timeline and methods specified by the Thai Securities Companies Association and approved by the Securities and Exchange Commission. However, this does not preclude the Warrant Holder from exercising the rights to subscribe to additional ordinary shares in the future, unless it is the final exercise date, in which case the Warrants will be considered null and void without any rights exercised. The Company will not be responsible for any interest and/or other damage under any circumstances.

- (3) The number of units of the Warrants to be exercised to purchase ordinary shares in any case shall not be less than 100 shares and the number of units must be in full figure. Nevertheless, if the Warrant Holders have rights to purchase less than 100 ordinary shares, they must use the rights to purchase total ordinary shares of the Company at a single time. The Exercise Ratio is 1 unit of the Warrants to 1 ordinary share, subject to the adjustments pursuant to Clause 4.2
- (4) The number of ordinary shares to be issued when there is an exercise of the Warrants or shall be calculated by dividing the payment made by the Warrant Holder or the Replacement of Warrant Certificates holder as stated above by the prevailing Exercise

Price. The Company shall then issue ordinary shares in a whole amount, which will not be more than the number of Warrants Certificate or Replacement of Warrant Certificates exercised multiplied by the Exercise Ratio. Where an adjustment to the Exercise Price and/or the Exercise Ratio would result in a fraction of a share, the Company shall not take the fraction into account and shall return the remaining received amount of payment from the payment of such exercise by fund transferring within 7 Business Days or a cheque that has been crossed and designated "A/C payee only" after the exercises of right to the Warrant Holders or the Replacement of Warrant Certificates

The returns of the remaining amount mentioned, without any interest, will be via registered mail within 10 (ten) Business Days after each of the exercise dates. The refund process will follow the timeline and methods specified by the Thai Securities Companies Association and approved by the Office of SEC, without any interest under any case whatsoever.

Nevertheless, if the Company delivery the cheque, in connection with the money remaining from the exercise of Warrants has been duly dispatched via registered mail to the address specified in the notification form of intention to exercise the Warrants, it shall be deemed that the Warrant Holder duly receives such refund of money and the Warrant Holder shall no longer have rights to claim any interest and/or damages in respect thereof.

In a case that the Exercise Ratio must be adjusted under the conditions of the rights adjustment and there are fractions of the ordinary shares from the exercise of Warrants, fractions shall be disregarded.

Where the Company does not obtain the correct amount of evidence documents as specified in the notification form or the Company finds that the notification form has been inaccurately or incorrectly filled in by the Warrant Holders; or the stamp duties attached thereto are not in compliance with the applicable regulations or laws, the Warrant Holders shall rectify the errors found within the prevailing Notification of each Exercise

Period.

If they fail to correct the errors within such period, the Company shall deem that the notification form has expired without any exercise having taken place. The Company shall return the remaining received amount within 7 Business Days or a cheque that has been crossed and designated "A/C payee only" specifically to the Warrant Holder within 10 Business Days from the Exercise Date of the rights (as the case may be) together with the remaining Warrants or the Replacement of Warrant Certificate which the Company deems that only partial exercises are made. The refund process will follow the timeline and methods specified by the Thai Securities Companies Association and approved by the Office of SEC. In this regard, if the Warrant Holder wishes to notify the intent to exercise rights to purchase additional ordinary shares on the upcoming Exercise Date, except for the final exercise of rights, the Warrants shall be deemed expired without exercise of rights. The Company and its designated representative (if any) will not be liable for interest or any other damages under any case whatsoever.

In the case where of the Warrants Holders do not pay the Exercise Price in full, the Company shall reserve the right to take one of the actions as the company deems appropriate.

- (5.1) request the Warrant Holders to pay the remaining balance of the amount they wish to exercise within the relevant Exercise Period or the Last Exercise Period; or
- (5.2) if the Company does not receive payment within such period as specified in clause (5.1), it shall be deemed that the number of ordinary shares subscribed is equal to the number of ordinary shares eligible in accordance with the actual payment the Company received; or

(5.3) it shall be deemed that exercise notice will have expired without exercise having taken place for the amount that does not receive the payment.

In case of (5.1) and (5.3), the Company shall return the money received via fund transferring or a cheque that has been crossed and designated "A/C payee only" (as the case maybe) and return the Warrant Certificates or the Replacement of Warrant Certificates to the Warrant Holders or the Replacement of Warrant Certificates Holders within 14 (fourteen) Business Days from the relevant Exercise Date. The Company will not be responsible for any interest and/or damages that occurred in any case whatsoever.

In case of (5.2), with the exception to the last exercise of the Warrant, the Company shall deliver the Warrant Certificates or the Replacement of Warrant reflecting the remaining units as the Company deems that the rights are partly exercised to the Warrant Holders or Replacement of Warrant Certificates Holders within 10 (ten) Business Days from the relevant Exercise Date including the remaining amount (if any), without any interest and/or damages that occurred in any case whatsoever, by fund transferring within 7 (seven) Business Days or a cheque that has been crossed and designated "A/C payee only" (as the case may be), to the Warrant Holders via registered mail within 10 Business Days from each of the exercise date at that time. The return will be in accordance with the period and method specified by the Association of Thai Securities Companies with the approval of the Office of SEC. However, those unexercised Warrants or the Replacement of Warrant Certificates are still valid until the Last Exercise Date except the last exercise of right.

Any act of the Company under this Clause shall be deemed final for each exercise of rights.

- When the Warrant Holders who wish to exercise the rights to purchase the ordinary shares have fully complied with all conditions governing their exercise i.e., the Warrant Holders have completely and accurately delivered the Warrant Certificates or the Replacement of Warrant Certificates, a notification form of intention to exercise the warrants, and a full payment, they cannot cancel such notification of intention to exercise the Warrants, without a prior written consent of the Company.
- (7) Where the Last Exercise Date expires before the Warrant Holders completely comply with all conditions governing the exercise of their Warrants, such Warrants shall automatically expire. The Warrant Holders shall have no right to exercise their rights after the Last Exercise Date.
- (8) In the case where the Warrant Holders have submitted the Warrant Certificates representing more warrants than what was exercised, the Company shall send new Warrant Certificates representing the remaining number of units of Warrants to such Warrant Holder by registered mail within 10 Business Days from the relevant Exercise Date and shall cancel the previous Warrant Certificates.
- (9) The Company shall file the application to register the change in its paid-up capital with the Ministry of Commerce in accordance with the newly issued shares resulting from the exercise of the rights under the Warrants within 14 days from each Exercise Date and the Company has received payment for shares in full according to the number of rights exercised. Moreover, The Company shall register the Warrant Holders who exercise their rights as the shareholders of the Company in the share register book according to the number of ordinary shares calculated from the exercise of rights at that time. The Company will also proceed to list the newly issued shares with the SET within 30 days of each Exercise Date.
- (10) In case that the Company has inadequate shares reserved for the exercise of the Warrants, the Company shall compensate the Warrant Holders who are unable to exercise their Warrants under condition as stipulated in Clause 3. However, the Company will not compensate the Warrant Holders who is a foreigner (whether it is a person or a juristic person) would have been barred from exercising their Warrants due

to foreign share ownership restrictions set out in the Company's Articles of Association, even though, the Company will have sufficient shares reserved for the exercise of rights.

- (11) The Board of Directors and/or the Executive Committee and/or Chief Executive Officer and/or the authorized director and/or the person who are authorized by the Board of Directors or the Executive Committee or Chief Executive Officer or the authorized director will determine the conditions, the details or any reasons that cause the Company to issue new share including the amendment of the Exercise Price and the Exercise Ratio according to the proper computation method when there is an event(s) concerning with the Notification of the Capital Market Supervisory Board.
- (12) For shares issued on account of the exercise of the Warrants, the name stated in the share certificate shall be issued in the same name as appearing in the exercise notice. The Company shall deliver share certificates to the Warrant Holders with the procedures under Clause 9. However, the Warrant Holders may elect for the Company to keep share certificates at the Company, and they or their agents may later collect them from the Company. In so doing, they must comply with the procedures as specified by the Company.
- (13) The Warrants issued by the Company at this time does not require the Company to request the Warrant Holders to exercise their rights before the period specified under the Warrants.

#### 1.2.5 Exercise of rights to purchase ordinary shares

In exercising the right to purchase the Company's ordinary shares, Warrant Holders may exercise their rights to purchase ordinary shares under the Warrants they hold in whole or in part. For the remaining Warrants that are not exercised within the Last Exercise Date, the Company will assume that the Warrant Holder does not wish to exercise the right under such Warrant. Moreover, it shall be deemed that such Warrants are terminated without the exercise of rights and shall be dismissed from being the listed securities on the SET on the day after the Last Exercise Date.

#### 1.3 Warrants, warrant holders register book, and right holders of warrants

- 1.3.1 The Warrant Registrar is obliged to issue Warrants to all Warrant Holders. For the Warrants deposited with the TSD, the Warrant Registrar must specify the name of "TSD" as the Warrant Holder in the Warrants Holders Register Book. The Warrant Registrar will issue Warrants or Replacement of the Warrant Certificate in the form prescribed by the Warrant Registrar to the TSD.
- 1.3.2 The Warrant Registrar is obliged under the Warrant Registrar appointment agreement to prepare and maintain the Warrant Holders Register Book until all Warrants have been exercised to purchase reserved shares of the Company or until the maturity of the Warrants (depending on the case).
- 1.3.3 Holder of the right in the warrant

#### 1.3.3.1 The holder of the rights in the Warrants in general cases

The rights in the Warrants shall be vested in the person or juristic person who appears as the owner of the Warrant in such amount specified in the Warrant Holder Register Book at that time or on the day prior to the first day of the closing of the Warrant Holder Registration Book, unless the transfer of the Warrants which can be used to confirm with the issuer of the Warrants under Clause 1.4 has already occurred on the day prior to the relevant register book closing date above, the rights in the Warrants will be vested in the transferee of the Warrant rights.

### 1.3.3.2 The holder of the right of the Warrants if the TSD is the holder of the Warrant instead of the Warrant Holders

The rights under the Warrants will be vested in a natural person or a juristic person whose Warrant Registrar has been notified in writing by the TSD that the holder of the right to the Warrants in the amount as notified by the TSD to the Warrant Registrar. Such amount shall not exceed the total number of Warrants in the name of the TSD specified in the Warrant Holders Register Book at that time or on the day prior to the

first day of the book closing suspension transferring of Warrants (the day before the first day that the SP sign is posted).

1.3.4 When the TSD notifies the Warrant Registrar, the Warrant Registrar is obliged to issue Warrants to the right holders of the Warrants deposited with the TSD and register the right holders of such Warrants in the Warrant Holders Register Book according to the amount notified by the TSD. However, when the Warrants are issued and registered thereof, the Warrant Registrar will amend the total amount of the Warrants registered in the Warrant Holders Register Book in the name of the TSD, by deducting the number of Warrants, showing the rights that have been separately registered in the name of the Warrant Holders as for the total number of Warrants that appear in the Warrants or Replacement of the Warrant Certificate issued to the TSD. If the Warrant Registrar does not make amendments (for whatever reason), it shall be deemed that the total number of Warrants is reduced by the number of Warrants that have been split into Warrants and registered in the name of the Warrant Holders, in such Warrants.

#### 1.4 Transfer of warrants

- 1.4.1 The transfer of warrants that are not deposited with the TSD shall be in accordance with the following rules:
  - (A) Warrant transfer form between the transferor and the transferee, the transfer of the Warrants will be completed when the warrant registrar, who is the name of the warrant holder registration book, is the warrant owner shows the right in the amount to be transferred or the last transferee with an endorsement showing the continuous transfer complete from those who appear to be named (as the case may be) delivered the warrants to the transferee by signing the signature is also endorsed showing the transfer.
    - (1) Results of the transfer of warrants between the transferee and the Company, the transfer of the warrants can be confirmed against the Company only when the warrant registrar receives an application for registration of the transfer of the warrants together with the warrants that the transferee has signed as the transferee on the back of the warrants are complete.
    - (2) Results of the transfer of warrants between the transferee and the third party, the transfer of warrants will be used can confirm with a third person only after the warrant registrar has already registered the transfer of the warrants in the warrant holders register book.
  - (B) The request for registration of the transfer of Warrants must be made at the Warrant Registrar's head office on the date and business hours of the Warrant Registrar and must follow the forms and procedures prescribed by the Warrant Registrar. The applicant for registration must deliver a fully signed Warrant in accordance with the rules in Clause 1.4.1(A) along with other evidence confirming the correctness and completeness of the transfer and receipt of the transfer of Warrants as required by the Warrant Registrar and the Warrant Registrar shall issue the certificates receiving the request for registration of the transfer of Warrants to the applicant.
  - (C) The Warrant Registrar shall register the transfer of the Warrants in the Warrant Holder Register Book and certify the transfer in the Warrants within 7 working days from the date the Warrant Registrar receives the registration request and relevant documentary evidence, in the case where the new warrants are not required to be issued or within 15 Business Days from the date the Warrant Registrar receives the registration request and relevant documentary evidence in the case of issuing new Warrants.
  - (D) The Warrant Registrar has the right to refuse to accept the request for registration of the transfer of the Warrants if the Warrant Registrar deems that such transfer of the Warrants is unlawful or contrary to the transfer limitation of the Warrants (if any). The Warrant Registrar will notify the applicant within 7 days from the date the Warrant Registrar receives the registration request and related documents.
- 1.4.2 The transfer of Warrants deposited with the TSD shall be in accordance with the regulations of the SET, TSD, and other relevant regulatory agencies.

#### 2. Reservation, distribution, and allocation

#### 2.1 Warrant offering method

The offering method of the Warrants of the Company is not offered through distributor and underwriter.

#### 2.2 Warrant allocation method

The Company shall allot the Warrants at the amount of not exceeding 399,802,256 units to the existing shareholders of the Company who subscribed and were allocated newly issued ordinary shares that the Company issued and offered for sale to existing shareholders in proportion to their shareholding (Right Offering). The shareholders who have the right to receive the Warrants shall be the shareholders who has their name in the share register book on the 16 June 2025 (Record Date). The Company will allocate and offer to the existing shareholders in a ratio of 20 ordinary shares per 8 units of warrant (fractional shall be disregarded), free of charge (zero baht).

In addition, since the Company has accumulated losses shown in the Statement of Financial Position (separate financial statements) as at 31 December 2024 reviewed by a certified public accountant of the Company, the Company may determine the exercise price of the ECF-W6 lower that a par value, by the exercise price of ECF-W6 (whether there was an adjustment of rights or not) must not be lower than 0.01 Baht per share. The Company shall comply with Section 52 of Public Limited Company Act B.E. 2535 (Section 52 states that a public company which is at a loss but has been in operation for more than 1 year may offer sale of shares with the value being lower than as registered, subject to approval of shareholders meeting and such discount rate being clearly specified).

The Company shall determine the date for determining the names of shareholders entitled to the allocation of the rights offering shares (RO) and the Warrants to purchase the ordinary shares of the Company No. 6 (ECF-W6), which will be allocated to the existing shareholders who subscribe to the RO shares, (issued pursuant to the resolution of the Extraordinary General Meeting of Shareholders No. 2/2025) in every occasion on 16 June 2025.

In the case that the calculation of each shareholder's entitlement to receive the allocation of ECF-W6 results in a fraction of shares or warrant (if any), such fraction will be disregarded.

After calculating the shareholders' entitlement to receive Warrants, if there are any remaining fractional Warrants from the total allocation, the Company will cancel those remaining Warrants. This will result in a final number of Warrants that aligns exactly with the allocated amounts for the shareholders.

#### 2.3 Warrant delivery method

The Company appointed TSD to be the Warrant Registrar and the Company shall deliver the Warrants to each existing shareholder who subscribed and were allocated new ordinary shares of the Company in accordance with the allocation method specified in these Terms and Conditions by the following means:

- (1) In the case that the Warrant Holders do not have a securities trading account, the Company shall arrange for the TSD to send a Warrant Certificate according to the number of Warrants allotted to them by registered mail to names and addresses as appearing in the Warrant Holders Register Book on 16 June 2025 (Record Date) within 15 business days from the Issuance Date. In this case, those Warrant Holders of the Warrants may not sell the Warrants allotted to them on the SET until they receive the Warrant Certificates.
- (2) In the case that the Warrant Holders have their own securities trading accounts, the Company shall arrange for the TSD to issue the Warrant Certificates in accordance with the number of Warrants allotted to them by depositing their Warrants, by transferring the warrants into the securities trading account of the shareholder who has been allocated, whose names appeared on the date for determining the names of shareholders entitled to receive the Warrants on 16 June 2025 (Record Date) within 7 Business Days from the Issuance Date via the Scripless system. In this case, the Warrant Holders will be able to begin trading their Warrants on the SET immediately upon the SET's approval to commence trading of the Warrants.
- (3) In the case where the Warrant Holders depositing the Warrants in the account of the TSD, account number 600. The Company will arrange for the Warrant Registrar to deliver the Warrant according to the amount received from allocation to those who got

allocated, by transferring the number of Warrants allocated to the account of the securities issuing company, account number 600 within 7 Business Days from the Issuance Date. When the Warrant Holders wish to sell their Warrants, they must withdraw their Warrant from the account number 600, through their securities companies, subject however to some operating fees which may be required by the TSD and/or the securities companies. In this case, the Warrant Holders can immediately sell their Warrant through the SET upon the SET's approval to commence trading of the Warrants and the Warrants have been withdrawn from the account number 600.

### 3. Imdemnification in the event that the Company is unable to provide ordinary shares to support the exercise of rights

Subject to the conditions in Clause 11.3, the Company shall compensate the Warrant Holders in accordance with the following details:

(1) The Company shall compensate only the Warrant Holders who notify their intention to exercise within each Exercise Period and perform correctly and completely according to the conditions specified and the Company cannot provide shares to accommodate the exercise of their Warrants. The calculation of the loss that the Company agrees to compensate the Warrant Holder will be conducted in the following manner:

Compensation per 1 unit of Warrant = B X [MP – EP]

#### By which

B is The number of ordinary shares which the Company cannot provide and/or increase in corresponding with the adjustment of the exercise ratio calculated per 1 unit of the Warrants

MP is The weighted average market price of the Company's ordinary shares during the seven (7) consecutive Business Days prior to the respective Exercise Date to which the Warrant Holders notify their intention to exercise the rights. (The weighted average price is equal to the value of the Company's total shares traded divided by the total number of the Company's shares traded.)

EP is The Exercise Price or the adjusted Exercise Price in accordance with the conditions for the rights adjustment as prescribed in Clause 4.2 of the Terms and Conditions

In the case where "the market price per share of the Company's ordinary shares" cannot be determined because there is no trading of ordinary shares at such time, the Company shall instead determine the fair value to be used for the calculation.

(2) As for the indemnification indicated above, the Company shall pay in the form of fund transfer within 7 Business Days or "crossed check and payable to account payees only" by registered mail within 10 Business Days from the Exercise Date each of the exercise dates (as the case may be).

In case the Company is unable to return the payment that is unable to exercise to the Warrant Holders within such period, the Warrant Holders will receive the interest at rate 7.5% per annum, which the amount of interest received will be calculated for the period after the specified 7 or 10 Business Days until the day the Warrant Holders receive their compensation.

However, in any case, if the cheque in respect of such compensation has been duly delivered via the registered mail to the address specified in the notification form of intention to exercise the Warrants, it shall be deemed that the Warrant Holders have duly received such compensation and shall no longer be entitled to claim any interest and/or damages whatsoever.

In addition, in case of the foreign Warrant Holders, exercising the right to subscribe for ordinary shares, are unable to exercise the rights because such transfer may cause the foreign persons to hold

more than 49% of the total number of shares sold which will breach the limitation of foreign shareholding portion. In such case, the Company shall not be liable for any compensation for damages or shall not have any obligation to such foreign Warrant Holder, and such foreign Warrant Holder is not entitled to claim for any damages or any compensation from the Company whatsoever. However, the warrants are still valid until the end of the Exercise Period. If the last exercise date is arrived and the foreign Warrant Holders still cannot exercise because of the breaching of the limitation of foreign shareholding portion, the warrants deem expired and the foreign Warrant Holders shall have no rights to claim for any compensation from the Company and the Company will not compensate for any damages incurred.

### 4. Measure to Protect Right of Warrant Holders

## 4.1 Right of the Company to Call on the Warrant Holders to Exercise their Rights Before the Period Specified in the Warrants

The Warrants issued this time do not have a provision that allows the Company to call on the Warrant Holders to exercise their rights before the period specified in the Warrants.

#### 4.2 The Conditions for the Adjustment of Rights of Warrants

The Company will adjust the Exercise Price and the Exercise Ratio throughout the term of the Warrant when one of the following events occurs for the benefits and returns of the Warrant Holders, which shall not be less than benefits previously obtained:

- (1) When the Company adjusts the Par Value of the ordinary shares, as a result of a combine or split in value of the previously issued shares, such adjustment of the the Exercise Price and the Exercise Ratio will be in effect, starting from the date that the Par Value is effective as published through the electronic media information system of the SET.
  - A. The Exercise Price will be adjusted according to the calculation formula as follows:

B. The Exercise Ratio will be adjusted according to the following formula:

where

Price 1 New exercise price after the change is Previous exercise price prior to the Price 0 is adjustment Ratio 1 is New exercise ratio after the change Ratio 0 Previous exercise ratio prior to the is adjustment Par 1 Par value of ordinary shares after the change Par 0 is Par value of the ordinary shares before the change

(2) When the Company offers new allocation of any shares to existing shareholders in proportion to their shareholding (Right Offering) and/or general public by specified the conditions to the subscriber shall be the company's shareholders and the amount of

subscription shall not exceed with the shareholding proportion by offering to all shareholder equally but will not offer to shareholders clause the company has duty according to the foreign law (Preferential Public Offering) (Referred to "Existing Shareholder") and/or public offering and/or private placement in the net price per newly ordinary shares calculated less than 90% of "the market price per share of the Company's ordinary shares".

The adjustment in the exercise price and the exercise ratio shall be effective on the first date which the purchasers of ordinary shares shall not be entitled to subscribe for the newly issued ordinary shares (the first day that the SET posts the XR sign) for the case of offering to the existing shareholders (Right Offering) and/or the first day of the offering of newly issued ordinary shares in the case of an public offering and/or private placement, as the case may be.

"The net price per share of newly issued ordinary shares" is calculated from the total amount that the Company will receive from the offering of ordinary shares, deduct with the expenses incurred in issuing such securities (if any), divided by the total number of newly issued ordinary shares.

"The market price per share of the Company's ordinary shares" means the total trading value of the Company's ordinary shares divided by the number of the Company's ordinary shares traded on the Exchange during a period of 15 consecutive business days (the trading day of the Stock Exchange) consecutively before the date used in the calculation.

"The Calculation Date" means the first day on which the purchaser of ordinary shares shall not be entitled to subscribe for newly issued ordinary shares (the first day that the XR sign is posted) for the case of offering to the existing shareholders (Right Offering) and/or the first day of the offering of newly issued ordinary shares for the case of an offering to the general public and/or in the case offering to private placement, as the case may be.

In the case that "Market price per share of the Company's ordinary shares" cannot be determined because there is no trading of ordinary shares at such time, the Company shall instead determine the fair value to be used for the calculation.

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, shall use all offering prices to calculate the net price per share of newly issued common shares. However, if the condition on the subscription being made altogether does not apply, only the offering price that is lower than 90% of "the market price per share of the Company's ordinary shares" shall be used for the calculation.

A. The Exercise Price will be adjusted according to the following calculation:

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

B. The Exercise Ratio will be adjusted by the following calculation:

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

Where

Price 1	is	New exercise price after the change
Price 0	is	Previous exercise price prior to the adjustment
Ratio 1	is	New exercise ratio after the change
Ratio 0	is	Previous exercise ratio prior to the adjustment
MP	is	"Market price per share of the Company's ordinary shares"
A	is	The number of paid-up ordinary shares as at the date prior to the closure of the Company's shareholders register book to determine the persons entitled to subscribe for the new ordinary shares in case of a rights offering and/or the date prior to the first day of the offering of the ordinary shares in case of a public offering or a private placement, as the case may be.
В	is	The number of newly issued ordinary shares offered through a right offering and/or a public offering and/or a private placement
ВУ	is	The amount of proceeds received after expenses (if any) from the new ordinary shares issued and offered through a right offering and/or a public offering and/or a private placement

When the Company offers new allocation of any shares to existing shareholders in proportion to their shareholding (Right Offering) and/or general public by specified the conditions to the subscriber shall be the company's shareholders and the amount of subscription shall not exceed with the shareholding proportion by offering to all shareholder equally but will not offer to shareholders clause the company has duty according to the foreign law (Preferential Public Offering) (Referred to "Exising Shareholder") and/or public offering and/or private placement in the net price per newly ordinary shares caculated less than 90% of the market price per share of the Company's ordinary shares

The adjustment of the Exercise Price and Exercise Ratio shall be effective on the first date which the purchasers of ordinary shares shall not be granted the rights to subscribe for the new securities with the right to convert/exchange into ordinary shares or the right to purchase the ordinary shares in the case of a rights offering and/or the first day of the offering of the new securities with the right to convert/exchange into the ordinary shares or the right to purchase the ordinary shares in case of a public offering and/or a private placement, as the case may be.

"The net price per share of newly issued ordinary shares be reserved for the exercise of rights" is calculated from the amount the Company will receive from the sale of the convertible securities or exchange to ordinary shares or give the right to purchase ordinary shares, deduct with the costs incurred in issuing the securities (if any), including with the amount recived from the conversion or change to ordinary shares or exercise the right to purchase such ordinary shares, divided by the total number of newly issued ordinary shares to be reseved the exercise of the warrants.

"The market price per share of the Company's ordinary shares" shall have the same meaning as the details in (2) above.

"The 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/exchange into the ordinary shares or the right to purchase the ordinary shares in case of a rights offering and/or the first day of the offering of securities which confer the right to convert/exchange into the ordinary shares or the right to purchase of the ordinary shares in case of a public offering or a private placement, as the case may be.

If, in the case where there is offering of the ordinary shares at the same time, whereby there is more than 1 (one) offering prices for the newly issued ordinary shares, under the condition that these the newly-issued ordinary shares must be subscribed for at the same time, all offering prices and the total number of the newly issued shares shall be used for calculation the average price per share of the newly issued ordinary shares. However, if the offering at the same time is not under the condition that it shall be subscribed together, only the number of shares and the offering price of the newly issued ordinary shares where "the average price of the newly issued ordinary shares" is lower than 90 (ninety) percent of "the market price of the ordinary shares of the Company" shall be used in the adjustment calculation.

A. The exercise price will be adjusted according to the following formula:

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

B. The exercise ratio will be adjusted according to the following formula:

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

where

Price 1 is New exercise price after the change

Price 0 is Previous exercise price prior to the adjustment

Ratio 1 is New exercise ratio after the change

Ratio 0 is Previous exercise ratio prior to the adjustment

MP is "The market price per share of ordinary shares"

A is The number of paid-up ordinary shares as at the date prior to the closure of the Company's shareholders register book to determine the persons entitled to subscribe for the newly issued securities which confer the right to convert/exchange into the ordinary shares or the right to purchase the ordinary shares in case of a rights offering and/or the first day of the offering of securities which confer the right to convert/exchange into the ordinary shares or the right to purchase of the ordinary shares in case of a public offering or a private placement, as the case may be.

B is The number of new ordinary shares reserved for the exercise of the securities which confer the right to convert/exchange into the ordinary shares or the right to purchase the ordinary shares through a right offering and/or a public offering and/or a private placement

BY is The amount of proceeds after expenses (if any) received from securities which confer the right to convert/exchange into the ordinary shares or the right to purchase the ordinary shares issued and offered through a right offering and/or a public offering and/or a private placement together with amount received from the exercise of the rights under such securities.

- (4) In case the Company declares dividend payment, whether in whole or in part, in the form of the Company's ordinary shares, the adjustment of the Exercise Price and the Exercise Ratio shall become effective immediately from the first day on which the purchasers of the Company's ordinary shares shall not be entitled to receive such dividends (the first day on which the SET posts XD sign).
  - A. The exercise price will be adjusted according to the calculation formula as follows:

B. The exercise ratio will be adjusted according to the following formula:

where

Price 1 is New exercise price after the adjustment

Price 0 is Previous exercise price prior to the adjustment

Ratio 1 s New exercise ratio after the adjustment

Ratio 0 is Previous exercise ratio prior to the adjustment

A is The number of paid-up ordinary shares as at the date prior to the date of closure of the shareholders register book to determine the shareholders entitled to the share dividend

B is The number of new ordinary shares issued in the form of the share dividend

(5) When the Company makes dividend payment with the amount exceeding 80 (eighty) percent of net profit and accumulated profits from the Company's consolidated financial statement (which is audited by the auditor of the Company) after deducting retained loss (if any), legal reserve, minority interests, and income tax from the operating results including accumulated profits in any financial periods during the maturity period of the Warrants

The Company shall determine any adjustment to the exercise rights based on the annual dividend payment. No adjustment will be made upon the payment of interim dividends; instead, any such adjustment will be calculated once based on the total dividends paid during the fiscal year, including interim dividends. In the event of any interim dividend payment, the Company shall disclose relevant information to the Warrant Holders accordingly.

The calculation of the percentage of the dividend payout to the shareholders is calculated from the actual dividend actually paid from the operating results including accumulated profits from the financial period in each year divided by the net profit <u>and accumulated profits from the Company's consolidated financial statement (which is audited by the auditor of the Company of that financial period) after deducting retained loss (if any), legal reserve, minority interests, and income tax. The actual paid dividend shall include the interim dividend paid in each financial period as well.</u>

The adjustment in exercise price and the exercise ratio will have an effect from the first day the purchasers of the ordinary shares are not entitled to receive the dividend (the first day that the SET posts the "XD" sign).

A. The exercise price will be adjusted according to the calculation formula as follows:

B. The exercise ratio will be changed according to the following formula:

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

#### where

Price 0	is	Previous exercise price prior to the adjustment
Price 1	is	New exercise price after the adjustment
Ratio 0	is	Previous exercise ratio prior to the adjustment
Ratio 1	is	New exercise ratio after the adjustment
MP	s	"The market price per share of the ordinary shares"
D	is	Dividend per share paid to the shareholders
R	is	the dividend per share, that will be paid out in the ratio of 80 (eighty) percent. This can be calculated from net profit and accumulated profits from the Company's consolidated financial statement (which is audited by the auditor of the Company of that financial period) after deducting retained loss (if any), legal reserve, minority interests, and income tax divided by the total number of shares that are eligible to receive the dividend.

<sup>&</sup>quot;Market price per share of the Company's ordinary shares" shall be used and have the same meaning as the details in B.

"The date used for the calculation" is

- (1) The first day that the purchasers of the ordinary shares are not entitled to receive the dividend (The first day that the stock exchange marks XD sign), in cases where there is an additional dividend payment agenda at the annual general meeting of shareholders.
- In case that, there are circumstances that having effect on the Warrant holders to loss their rights or benefits that they should obtain or that causes any benefits in return that the Warrant Holder will receive upon exercising the rights under the warrant to be less than before, and those circumstances are not described in (1) to (5), the Company may consider or the Company may appoint the financial advisor for joint consideration to adjust the Exercise Price and/or the Exercise Ratio (or adjust the number of Warrant units instead of the exercise rate) in a fair manner without depriving the rights of the Warrant Holders. In this regard, any decision made shall be considered final, and the Company shall inform the Warrant Holders through the electronic information disclosure system of the SET, immediately or no later than 9:00 a.m. of the date on which the Exercise Price and the Exercise Ratio are effective and notify the the Office of SEC within 15 days from the date of such circumstance that has led to the adjustment of rights.
- (7) The calculation of the adjustment of the Exercise Price and/or the Exercise Ratio pursuant to clauses (1) − (6) shall be independent of each other. In the case the events occur at the same time, the calculation must be made in the following order: (1) ⇒ (5) ⇒ (4) ⇒ (2) ⇒ (3) ⇒ (6). In each calculation step, the Exercise Price and the Exercise Ratio shall be in the maximum 5 digits of decimal (from the 6<sup>th</sup> decimal place should be discarded).

- (8) The calculation of the adjustment of the Exercise Price and the Exercise Ratio pursuant to Clauses (1) to (6) shall not be changed in a way that will cause the Exercise Price to increase and/or the Exercise Ratio to decrease, except for the case of combining shares. In a case that the number of ordinary shares to be exercised at each exercise of Warrants (5 decimal digits of new exercise ratio after the adjustment) is calculated to be in fraction of share, the fraction will be disregarded without any indemnification and in case that in the calculation of the Exercise Price after the adjustment (5 decimal digits) multiplied by the number of ordinary shares intended to exercise at that Exercise Period, indicated in the exercise notification, came out in fraction of Baht, the fraction of Baht will be disregarded.
- (9) In adjusting the Exercise Price and the Exercise Ratio as mentioned above, the Company will report the results of the change by detailing the calculation method and reasons for such change to the Office of SEC, to notify the newly determined the Exercise Price and Exercise Ratio, including brief facts about the reasons for the adjustment of rights, the methods of calculation, and the date of the adjustment is effective, and the Company will notified within 15 days of the occurrence of such events. The Company shall also notify the details of the adjustment of the Exercise Price and/or the Exercise Ratio through the electronic information disclosure of the SET, immediately or at the latest by 9.00 a.m. of the date the change in the Exercise Price or Exercise Ratio becomes effective to informed the Warrant Holders according to the period and method as ascribed in this Terms and Conditions.
- (10) The Company shall not extend the term of the Warrants and shall not adjust the Exercise Price and the Exercise Ratio, except the adjustment according to the Conditions for the Rights Adjustment of Warrants.
- (11) The Company may adjust the Exercise Price together with the issuance of new warrants to substitute the Exercise Ratio adjustment. In case the Company has to increase the number of reserved shares, the Company shall present the resolution of the shareholder meeting which approves the increase in the number of reserved shares to Office of SEC prior to the adjustment. Therefore, it will be considered that the Company has received permission to offer shares.
- In the case of a change in such exercise price resulting in the new exercise price to be lower than the par value of the Company's ordinary shares, such adjusted exercise price may be lower than the par value. However, the exercise price of ECF-W6 shall not be lower than 0.01 Baht per share, as the Company has retained losses as shown in the separate financial statements for the year ended 31 December 2024, and as approved by the Extraordinary General Meeting of Shareholders No. 2/2025 held on 29 May 2025. The discount rate has been determined in accordance with Section 52 of the Public Limited Companies Act B.E. 2535 (1992) (as amended). Therefore, in the event of an adjustment to the exercise price of ECF-W6, the adjusted price may be lower than the par value of the Company's ordinary shares, but shall in no case be lower than 0.01 Baht per share. The new Exercise Ratio calculated under (1) to (6) shall remain the same

## 5. The status of the warrants during the date the warrant holders express their intention to exercise their rights

The status of the warrants during the date on which the Warrant Holders having notified the intention to exercise the Warrants and the date before the Ministry of Commerce accepting the registration of the paid-up capital increase in corresponding to the exercise of the Warrants, the status of the Warrants shall remain the same as that of the non-exercised Warrants and such status will be terminated on the date that the Ministry of Commerce accepts the registration of the paid-up capital increase in corresponding to the exercise of the Warrants.

In the event that the Company adjusts the Exercise Price and/or the Exercise Ratio during the period that the Company has not yet registered the newly issued ordinary shares issued upon the exercise of the Warrants with the Ministry of Commerce, the Warrant Holders who have already exercised the rights shall receive retroactive rights adjustment. The Company will, as soon as possible, issue additional newly issued ordinary shares to the Warrant Holders in the number that such Warrant Holders shall be entitled to receive in the case that the Exercise Price is adjusted. However, the Warrant

Holders may receive the additional ordinary shares later than those ordinary shares which were previously allotted but, in any cases, no later than 45 days from the date of the rights adjustment.

#### 6. Rights of new ordinary shares arising from the exercise of warrants

Rights of ordinary shares issued in accordance with the exercise of the rights of Warrant Holders issued this time will have the same rights and conditions as the original ordinary shares of the Company previously issued in all respects, including the right to receive dividends or any other benefits that the Company provides to shareholders. In thids regard, once the Company's registrar had recorded the Warrant Holders in the registration book and the Ministry of Commerce has registered the paid-up capital. However, if the Company has announced the dividend payment or any other benefit before the Company notified the name of registered Warrant Holders, such Warrant Holders would not entitle to the right to receive the dividend payment or any other benefit.

### 7. Resolution to approve the issuance of ordinary shares to support the exercise of warrants No. 6

The Extraordinary General Meeting of shareholders of the Company no. 2/2025 held on 29 May 2025, resolved to approve the allocation of newly issued ordinary shares reserved for the exercising of the Warrants to purchase newly issued ordinary shares of East Coast Furnitech Public Company Limited in No. 6 allocated to existing shareholders of the Company who subscribed and were allocated additional ordinary shares issued and offered to existing shareholders in proportion to their shareholding (Right Offering) at the amount of not exceeding 399,802,256 shares, with par value of 5.00 Baht per share.

The number of shares reserved to accommodate the exercise of the warrants is 399,802,256 shares. In addition, the number of shares reserved to accommodate the exercise of all convertible securities, including the warrants to purchase ordinary shares of the Company No. 5 (ECF-W5), is 23,987,137 shares. Therefore, the total number of reserved shares is 423,789,393 shares, representing 40.38 percent of the Company's paid-up capital, which does not exceed 50 percent of the Company's paid-up capital.

## Calculation methodology for ordinar shares to support the exercise of rights according to the warrant:

- = Number of ordinary shares reserved for the exercise of warrants issued this time X 100 / The total number of shares sold of the Company + Number of shares issued for offering to the existing shareholders in proportion to the offering together with the Warrant this time
- = (23,987,137 + 399,802,256) / (49,975,282 + 999,505,640)
- =40.38%

### 8. Details of newly issued shares to support warrants

#### Main characteristics of the shares

The number of newly issued ordinary shares to reserved for the warrants issued and offered for sale to existing shareholders of the Company who subscribed and were allocated additional ordinary shares issued and offered for sale to shareholders according to shareholding proportion (per the resolution rendered by the Extraordinary General Meeting of shareholders of the Company no. 2/2025

not exceeding 399,802,256 shares

Proportion of Reserved Shares to Total = Number of ordinary shares accommodated for the Issued Shares of the Company = Number of warrants issued this time Number of

= Number of ordinary shares accommodated for the exercise of warrants issued this time Number of ordinary shares reserved for the exercise of warrants other time + The exercise of rights under the warrants in other time X 100

Total number of shares sold of the Company + Number of shares issued for offering to existing shareholders in proportion to their shareholding along with Warrants

= (23,987,137 + 399,802,256) / (49,975,282 + 999,505,640)

= 40.38 percent

Par Value 5.00 Baht per share

Exercise Price 0.08 Baht per share, except in the event of an exercise price adjustment pursuant to the terms and

conditions of the rights adjustment.

As the ordinary shares of the Company are listed on the SET, the new ordinary shares issued in corresponding with the exercise of the Warrants shall be tradable on the SET after the new ordinary shares have been listed on the SET. The Company shall file the application to register newly issued ordinary shares from the exercise of the rights to purchase shares of the Warrants as listed securities with the SET as soon as possible but no more than 30 days from the respective Exercise Date in order to allow the newly issued ordinary shares tradable on the SET in the same manner as the Company's existing ordinary shares.

#### 9. Issuance and delivery of newly issued ordinary shares

In exercising the right to purchase the Company's ordinary shares according to the Warrant, the Warrant Holders or Replacement of Warrant Certificate who exercising the right to purchase the Company's ordinary shares may inform the Company to proceed with the following alternatives:

- (1) In the case where the Warrant Holders intend to have share certificates in their own names, the TSD will proceed to deliver the share certificates, according to the number of warrants that have been exercised to the Warrant Holders via registered mail. This registered mail will be sent to the addresses provided in the Warrant Register Book within 15 Business Days from the relevant Exercise Date. In this case, the Warrant Holders who intend to exercise the right to purchase ordinary shares will not be able to sell their ordinary shares derived from the exercise of warrants through the SET, until they have received the share certificates. In this case, it should be after the date that the ordinary shares are allowed to be traded on the SET.
- (2) In the case where the Warrant Holders who have been allocated the ordinary shares do not intend to receive the shares certificates, they shall use the services of the TSD instead. They shall deposit their ordinary shares in the account of the securities companies at which the Warrant Holders have their trading accounts. In this case, the TSD will proceed to deposit the ordinary shares derived from the exercise of warrants with "Thailand Securities Depository Company Limited on behalf of the depositors", and the TSD will record the number of ordinary shares which the securities companies have deposited. At the same time, the securities companies will also record the number of ordinary shares which they have deposited, and will issue evidence to securities account holders within 7 Business Days from each Exercise Date, and in this case the Warrant Holders who have been allocated ordinary shares through a warrant exercise can immediately sell their ordinary shares through the SET as soon as the SET grants permission for these new ordinary shares to commence trading on the SET.

In this case, the name of the Warrant Holder who has been allotted the ordinary shares must be the same as the owner of the trading account; otherwise, the Company reserves the rights to proceed with the delivery method in (1).

(3) In the case where the Warrant Holders who have been allocated the shares do not intend to receive a share certificate but prefer to use a service of TSD, they shall use the services of the TSD by depositing the ordinary shares in the account of the TSD, account number 600. In this case, the Company will proceed to deposit the ordinary shares, derived from the exercise of warrants, at the TSD. For this, the TSD will record the number of ordinary shares as have been allocated to the account of the TSD, member number 600, and will issue evidence of the deposits to the Warrant Holders who have been allocated the shares within 7 Business Days from the final day of each of the Exercise Dates. When the holders of the allocated shares wish

to sell their shares, they must withdraw their shares from the account number 600, through their securities companies, subject however to some operating fees which may be required by the TSD and/or the securities companies. In this case, the Warrant Holders who have been allocated the shares can immediately sell their shares through the SET as soon as the SET grants permission for these new ordinary shares to commence trading on the SET. The Warrant Holders who have been allocated the shares already shall proceed to withdraw shares from account number 600.

#### 10. Actions if there are ordinary shares remaining after the exercise of warrants

In the case that there are remaining shares as a result of the exercise of Warrants, the Board of Directors shall propose to the shareholders' meeting to decrease the register capital of the Company in compliance with relevant law, rules and regulations.

## 11. Transfer Restriction of the Warrants, Transfer Restriction on Ordinary Shares Issued in Corresponding to the Exercise of Warrants and Exercise Restriction on Right of the Warrants

#### 11.1 Restrictions on the transfer of warrants

The Company has no tranfer restrictions of Warrants offered to the existing shareholders of the Company, unless the transfer occurs during the closing of the warrant registration book to suspend the transfer of rights under the warrants for 21 days prior to the last exercise date and the SET will post the SP (Trading Prohibited) in advance for 2 business days before the book closing date, or in the case of closing the warrant registration book to determine the rights of the warrant holders to attend the warrant holders meeting. In which case, the register book will be closed for a period of not more than 14 days. The Company will register the warrants issued and offered to the existing shareholders of the Company in this time to be listed on SET.

#### 11.2 Restrictions on the transfer of ordinary shares arising from the exercise of rights

According to Article 13 of the Company's Articles of Association, the Company's shares are freely transferable without restriction unless the tranfer of shares cause foreigners held the company's shares more than 49% of the total number of shares sold of the Company. In the event the transfer of shares will affect the foreign shareholding ratio of the Company to exceed the aforementioned ratio, the Company shall have the right to reject such transfer of shares.

#### 11.3 Restrictions on the exercise of warrants

- (1) The Company shall not issue the ordinary shares on the account that the exercise of any Warrants by the Foreign Holders of the Warrants would result in the ratio of shareholdings of foreign shareholders to exceed 49% of the total number of shares sold as specified in the Company's Articles of Association Clause 13 or the ratio as amended in the future.
- (2) If the transfer restrictions mentioned above, result in foreign Warrants Holders or Replacement of Warrant Certificate, have exercised their rights according to the exercise method, unable to exercise rights in the amount specified in a notification of their intention to exercise the right to purchase ordinary shares, whether wholly or partially ineffective, as a result of this clause, the Company will return Warrant Certificates or Replacement of Warrant Certificate and the remaining money according to the Exercise Price of the Warrant Certificates or Replacement of Warrant Certificate on the unexercised portion with no interest to foreign Warrants Holders or Replacement of Warrant Certificate by registered mail within 14 days from the each Exercise Date.
- (3) The foreign Warrants Holders are not entitled to any compensation from the Company in any form from the Company as a result of their inability to obtain shares on account of their exercise of the Warrants due to the restriction on the number of shares which can be held by the foreign shareholders referred to in the Company's Articles of Association.
- (4) In the case that the foreign Warrants Holders or Replacement of Warrant Certificate are unable to exercise their rights due to the restriction described in (1). The Warrant Holders will still be able to exercise their rights in the portion of the warrants that are not yet exercisable, by exercising rights according to the methods for exercising rights, in the next Exercise Period until the Last Exercise Period as long as the Exercise of Rights

will not violate the restriction of foreign shareholdings. If on the Last Exercise Date, If the foreign Warrants Holders or Replacement of Warrant Certificate is still unable to exercise their rights because of the restriction on the number of shares which can be held by the Foreign Holders of the Warrant, those Warrants will expire. Foreign Holders of the Warrants shall not be compensated and shall have no right to claim against the Company in this regard.

#### 12. The origin of the pricing of securities offered for sale

There is no determination on the price of the Warrants because the issuance and offering of such Warrant is at no cost. However, the Company determined the Exercise Price to be suit for the purposes of the fund usage of the Company, which is to be utilized as working capital and to enhance the Company's financial liquidity, as well as for the repayment of various debts, including short-term borrowings and interest expenses arising from debentures and other obligations. If the Warrant Holders exercise their rights to purchase all of the Company's ordinary shares, the Company will receive additional funds in the approximately 31.98 million Baht.

#### 13. Warrant holders' meeting

The calling and/or the Warrant Holders' meeting shall be conducted in accordance with the following methods:

- (1) The Company is entitled to convene the meeting of the Warrant Holders at any time, or at least 25 the Warrant Holders holding in aggregate of not less than 25% of all units of the Warrants that have not yet been exercised at that time may jointly sign their names in making the letter requesting the Company to convene the meeting of the Warrant Holders. The Company shall then convene the meeting of the Warrant Holders within 30 days after the receipt of such written request of the Warrant Holders. In the event that there is a meeting of the Warrant Holders, the Company shall close the Warrant Holders Register Book to identify the rights of the Warrant Holder in attending and voting in the meeting for a period of no more than 21 days prior to (and including) the date of meeting of the Warrant Holder. Warrant Holders who are entitled to attend the meeting must have their names recorded in the warrant register as of the book closing date, which is the day prior to the first date the 'XM' (Excluding Meeting) sign is posted.
- In convening the meeting of the Warrant Holder, whether the meeting has been convened by the request of the Warrant Holder, or by the resolution of the Board of Directors, the Company shall prepare the notice of the meeting specifying the place, date, time and the name of a person requesting for the convening of the meeting as well as the agenda to be discussed therein, and send it to each Warrant Holder according to the names and addresses appearing on the Warrant Holders Register Book on closing day to determine rights to attend the meeting, by registered mail at least 7 days prior to the meeting (excluding the date of sending notice of the meeting and the date of meeting of shareholders) and the Company shall notify through the electronic information disclosure means of the SET.
- (3) In the meeting of the Warrant Holder, Warrant Holders, who have not yet exercised their rights or have already exercised some portion of their Warrants, are entitled to attend and vote in the meeting may opt to appoint proxy to attend and vote in the meeting on their behalf, by preparing the proxy in accordance with the form specified by the Company, and submitting such proxy to the chairman of the meeting or any person appointed by such chairman prior to the start of the meeting.

The Warrant Holders who are entitled to vote in the meeting of the Warrant Holder mean those who have yet to exercise their Warrants or those who have exercised some portion of their Warrants and this shall not include any Warrant Holder who has the conflict of interest in any agenda to be considered and resolved by the meeting, that Warrant Holder is prohibited from voting on that agenda.

The Warrant Holder who has the conflict of interest under this clause means a Warrant Holder who has a conflict of interest in an agenda to be considered and resolved by the meeting.

(4) In voting, a Warrant Holder shall have a vote equal to the number of units of the Warrants held by such Warrant Holder, provided that 1 unit of the Warrants is

- equivalent to 1 vote. In the meeting, the chairman of the meeting shall have no right to vote, except in case he/she votes as a Warrant Holder or proxy.
- (5) In the meeting of the Warrant Holders held by the Company, the chairman of the Board of Directors or any person appointed by the chairman of the Board of Directors shall act as a chairman of the meeting of the Warrant Holders. In the case that the Warrant Holders call the meeting, the chairman may come from a person they elect, other than the chairman of the Board of Directors or a person appointed by the chairman of the Board of Directors. In either case, the chairman of the meeting shall have no rights to vote.
- (6) The quorum of the meeting of the Warrant Holder shall consist of the Warrant Holders who have not yet exercised their rights or have already partially exercised their rights and/or proxies attending the meeting no less than 25 persons or not less than one-half of the total number of Warrant Holders, holding of no less than one-third of all units of the Warrants that remain unexercised or have already partially exercised their rights to be a quorum. In any meeting, if 1 hour of the specified time has passed but the number of the Warrant Holders and/or proxies attending the meeting cannot constitute a quorum, it shall be deemed that the quorum of such meeting cannot be constituted. In the case that the meeting of the Warrant Holders is called by the resolution of the Board of Directors, such meeting shall be re-convened in the period of no less than 30 days after the first convened meeting of the Warrant Holders. The Company shall send the convening letter to all Warrant Holders in accordance with the details and measures specified above. In the next meeting, it is not required that a quorum be present. In the case where such meeting is organized by the Company, the Company will arrange a new meeting within a period of not less than 7 (seven) days but not more than 14 (fourteen) days from the date of the originally scheduled meeting. The matters to be considered and voted on at the new meeting must be the same matters to be considered at the previous meeting and, in the next meeting, it is not required that a quorum be present.
- (7) The resolution of the meeting of the Warrant Holders shall consist of the vote of no less than half of all votes of the Warrant Holders attending the meeting and being entitled to vote
- (8) Any resolution rendered by the meeting of the Warrant Holders shall bind all Warrant Holders whether or not such Warrant Holder have attended the meeting.
- (9) After the meeting of the Warrant Holder, the Company shall announce the resolution of the meeting to the Warrant Holder through the electronic information disclosure means of the SET as soon as possible.
- (10) The Company shall prepare and record the minutes of the meeting and keep such record at the head office of the Company. The minutes of the meeting signed by the chairman of the meeting shall be deemed the valid evidence for all agendas discussed in the meeting, and it shall also be deemed that the meeting and all resolutions have been duly made. The Company shall submit the minutes of such meeting to the SET and the Office of the SEC within 14 days from the date of the meeting of the Warrant Holders.
- (11) In the meeting of the Warrant Holders, the Company or any person appointed by the Company including and legal advisor of the Company is entitled to attend the meeting to provide an opinion or give an explanation to the meeting of the Warrant Holders.
- (12) The Company shall pay for all expenses relating to the convening of the meeting of the Warrant Holder.
- (13) The Company shall amend Terms and Conditions of Warrants in accordance with the resolution of the meeting of the Warrant Holders, from the date of the meeting, and shall send the amended Terms and Conditions to the Office of the SEC and SET within 15 days from the date of amendment of the Terms and Conditions.
- (14) In case of the meeting of the Warrant Holders cannot be held in the period of Warrant, the meeting shall be deemed finished and the meeting shall not be held.

#### 14. Amendment to the Terms and Conditions

#### 14.1 Causes for the Amendment to the Terms and Conditions

The Company is entitled to amend the Terms and Conditions once the following causes are detected without the consent of the meeting of the Warrant Holders:

- (1) For an amendment to the Terms and Conditions in the part that is required by the law relating to the securities law or any other law relating to the rules, regulations, terms or orders in general as well as the relevant notifications and regulations of the SEC and/or SET;
- (2) For an amendment to the Terms and Conditions in the part that is affect the nonessential rights of the Warrant Holders such as amending the procedures for exercising which is non-essential rights or in matters that will be beneficial to the Warrant Holders or in the part that does not impair the rights of the Warrant Holders; and
- (3) For an amendment to the Terms and Conditions, in the case of the rights adjustment pursuant to Clause 4.2.

An amendment to the Terms and Conditions other than in Clause (1) (2) and (3) above requires the consent from the Company and resolution of the meeting of the Warrant Holders with the votes of not less than half of all votes of the Warrant Holders attending the meeting and casting their votes

#### 14.2 Conditions for amending the terms of rights

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- (1) The Company might need to amend the Terms and Conditions, if the Board of Directors has considered and is of the opinion that it is within the scope of the Company's ability to proceed, to reduce any limitation or hindrance in the implementation of the conditions or requirements that have already been set without reducing the rights of Warrant Holders.
- (2) An amendment to the Terms and Conditions in whatsoever cases shall not be in conflict with the Notification No. TorChor. 34/2551 or any regulation including its amendment unless obtaining a waiver;
- (3) In amending the Terms and Conditions, the term of the Warrants shall not be extended and the Exercise Price and the Exercise Ratio shall not be changed (unless it is in the case of rights adjustment pursuant to Clause 4.2)
- (4) The Company shall inform the amendments to the Terms and Conditions in written to the Office of SEC and the SET within 15 days after the amendments to the Terms and Conditions and shall inform the Warrant Holders of the amendments to the Terms and Conditions through the electronic information disclosure means of the SET on the same date that the Company informs the Office of SEC and the SET.

#### 15. Effectiveness of Term and Rights and Governing Law

These Terms and Conditions shall be in full force and effective from the issuance date of the Warrants until and including the Last Exercise Date. These Terms and Conditions shall be governed and interpreted in accordance with the laws of Thailand, and if any content in these Terms and Conditions is in conflict with any applicable law or any notification governing the Warrants, the content in such law or notification shall prevail only in place of the conflicting content.

Warrant Issuer

East Coast Furnitech Public Company Limited

(Mr. Kittiphat Suksawad)
Authoritied Director

(Mr. Pacharatanapong Suksawad)
Authoritied Director

#### **Enclosure**

#### **Dilution Effects**

Impact from the case of issuing and offering newly issued ordinary shares in proportion to shareholding (Rights Offering) together with the Warrants to purchase the Company's ordinary shares at the same time. The details are as follows:

Case 1: The impact after the Company issues and offers newly issued ordinary shares through the rights offering.

Case 2: The impact after the Company issues and offers newly issued ordinary shares through the rights offering and allocates warrants (ECF-W6).

#### Case 1:

#### 1. Control Dilution

Control Dilution = the number of shares accommodated to offer in this time /

the number of paid-up shares + the number of shares accommodated to offer in this time

= 999,505,640 / 49,975,282+999,505,640

= 49,975,282+999,505,640

= 95.24 percent

#### 2. Price Dilution

Price Dilution = market price before offering - market price after offering /

market price before offering

market price after offering = (market price before offering x the number of paid-up shares) + (the

exercise price x the number of shares accommodated to offer in this time) / the number of paid-up shares + the number of shares

accommodated to offer in this time

The market price before offering equal to the weighted average price of the ECF's shares 15 business days prior to the date of the Board of Directors has the resolution to issue RO and allocate the warrant ECF-W6 or 30 April 2025 equal to 0.1520 Baht (Information from www.set.or.th) As of the specified date, the par value of the Company's shares is THB 0.25 per share. Following the issuance of the Rights Offering (RO) and the allocation of warrants (ECF-W6), and after the change in par value from THB 0.25 per share to THB 5.00 per share, the Company adjusted the market price to reflect the new par value of THB 5.00. As a result, the market price as of April 30, 2025, which was previously THB 0.1520, is adjusted to THB 3.04.

market price after offering = (3.04x49,975,282) + (0.20x999,505,640) / 49,975,282+999,505,640

= 0.3352 Baht

Price Dilution = 3.04 - 0.3352 / 0.3352

= 88.97 percent

#### Case 2:

#### 1. Control Dilution

Control Dilution = the number of shares accommodated to offer in this time /

the number of paid-up shares + the number of shares accommodated to offer in this time

= 999,505,640+399,802,256 / 49,975,282+999,505,640+399,802,256

= 96.55 percent

#### 2. Price Dilution

Price Dilution = market price before offering - market price after offering /

market price before offering

market price after offering = (market price before offering x the number of paid-up shares) + (the exercise price x the number of shares accommodated to offer in this time) / the number of paid-up shares + the number of shares accommodated to offer in this time

The market price before offering equal to the weighted average price of the ECF's shares 15 Business Days prior to the date of the Board of Directors has the resolution to issue RO and allocate the warrant ECF-W6 or 30 April 2025 equal to 0.1520 Baht (Information from www.set.or.th) As of the specified date, the par value of the Company's shares was THB 0.25 per share. Following the issuance of the Rights Offering (RO) and the allocation of warrants (ECF-W6), and after the change in par value from THB 0.25 per share to THB 5.00 per share, the Company adjusted the market price to reflect the new par value of THB 5.00. As a result, the market price as of April 30, 2025, which was previously THB 0.1520, was adjusted to THB 3.04.

market price after offering = (3.04x49,975,282) + (0.20x999,505,640) + (0.08x399,802,256) / 49,975,282+999,505,640+399,802,256

= 0.2648 Baht

Price Dilution = 3.04 - 0.2648 / 3.04

= 91.29 percent

#### 3. Earnings Per Share Dilution or EPS Dilution

Cannot be calculated due to the Company's net loss over the past 12 months. Moreover, the number of paid-up shares is the number of shares is the result after change in par value from 0.25 Baht per share to 5.00 Baht per share.