

## CAREPLUS GROUP BERHAD (“CAREPLUS” OR THE “COMPANY”)

### PRIVATE PLACEMENT OF UP TO 9.04% OF THE TOTAL NUMBER OF ISSUED SHARES (INCLUDING TREASURY SHARES) OF CAREPLUS (“PRIVATE PLACEMENT”)

We refer to the announcements dated 13 June 2024, 18 June 2024, 20 June 2024 and 25 June 2024 in relation to the Private Placement. The terms used herein, unless the context otherwise states, shall bear the same meaning as those defined in the previous announcements in relation to the Private Placement.

#### 1. INTRODUCTION

The Board wishes to announce that the Company had on 13 August 2024 entered into a share subscription agreement (“**Subscription Agreement**”) with Macquarie Bank Limited (“**Macquarie**” or the “**Investor**”), to grant Macquarie the right to subscribe for up to 38,000,000 Placement Shares.

Further details on the Subscription Agreement are set out in the ensuing sections of this announcement.

#### 2. INFORMATION ON MACQUARIE

Macquarie Bank Limited (Australian Business No. 46 008 583 542) is a company incorporated under the laws of Australia and having its registered office at Level 1, 1 Elizabeth Street, Sydney NSW 2000, Australia.

Macquarie is a subsidiary of Macquarie Group Limited (Australian Company No. 122 169 279) and is regulated by the Australian Prudential Regulation Authority as an Authorised Deposit-taking Institution.

The principal activity of Macquarie and its subsidiaries is to act as a full service financial services provider offering a range of commercial banking and retail financial services in Australia and selected financial services offshore.

(Source: Macquarie)

#### 3. DETAILS OF THE SUBSCRIPTION AGREEMENT

The Placement Shares may be subscribed by the Investor within 12 months from the date of the Subscription Agreement or the date on which the Subscription Agreement is terminated (“**Subscription Period**”), subject to necessary regulatory and shareholders’ approvals being duly obtained and in force during the relevant period.

For the avoidance of doubt, the Investor has no obligation to make any subscription.

The details of the Subscription Agreement are as follows:-

<b>Issuer</b>	:	Careplus
<b>Investor</b>	:	Macquarie
<b>Subscription Period</b>	:	The subscription period shall commence from the date of the Subscription Agreement up to twelve (12) months after the date of the Subscription Agreement or the date on which the Subscription Agreement is terminated, whichever is earlier.

<b>Subscription Price</b>	:	<p>The subscription price in respect of each Placement Share shall be an amount equal to 94.0%* of the VWAP of Careplus Shares as traded on Bursa Securities during the 5 consecutive Malaysia trading days immediately preceding the day on which the Subscription Notice is sent or deemed to be sent, calculated to three (3) decimal places, rounded up.</p> <p>Notwithstanding the above, if the Subscription Price calculated in accordance with the above is less than the Floor Price (as defined below), the Subscription Price in respect of each Placement Share for that subscription shall be equal to the Floor Price, unless otherwise agreed between Careplus and the Investor.</p> <p><b>Note:-</b></p> <p>* <i>This represents a discount of not more than 10% to the 5-day VWAP immediately preceding the price-fixing date in accordance to Paragraph 6.04(a) of the Listing Requirements.</i></p>
<b>Floor Price</b>	:	RM0.35
<b>Subscription Notice</b>	:	<p>The Investor will make a subscription by delivering a subscription notice to the Company setting out the number of Placement Shares to be subscribed and the Subscription Price, and paying the Subscription Price for the subscription. Subject to the below, the subscription notice may be delivered in respect of any number of Placement Shares and there may be more than one subscription notice issued by the Investor during the Subscription Period.</p>
<b>Arranger Fee</b>	:	<p>On each calendar month, the Company shall pay to Macquarie Capital Securities (Malaysia) Sdn Bhd ("<b>Macquarie Malaysia</b>") an amount equal to one (1) per cent of the aggregate subscription payment amount in relation to all subscriptions in the relevant calendar month, within three (3) Malaysian business days after receiving the invoice issued by Macquarie Malaysia after the end of the relevant month.</p> <p><b>Note:-</b></p> <p>* <i>For the avoidance of doubt, the arranger fee is payable to Macquarie Malaysia for its role in arranging, facilitating and assisting with the transactions contemplated in the Subscription Agreement.</i></p>
<b>Termination</b>	:	<p>The Subscription Agreement shall terminate on the earliest of:-</p> <ul style="list-style-type: none"> <li>(a) when the maximum number of Placement Shares have been subscribed for;</li> <li>(b) on twelve (12) months from the date of the Subscription Agreement;</li> <li>(c) when an Event of Default (as defined below) occurs and the Investor gives a written termination notice to the Company;</li> </ul>

	<p>: (d) when the Company issues a written termination notice to the Investor not less than 20 trading days prior to the termination taking effect. The Investor may still make subscriptions within such notice period; or</p> <p>(e) the (i) 20-trading day VWAP of the Shares has fallen below the Floor Price; or (ii) the 20-trading day average daily traded value of the Shares is less than fifty per cent (50%) of the 20-trading day average daily traded value immediately prior to the date of the Subscription Agreement, and in either case the Investor gives a written termination notice to the Company.</p> <p>In the case as described in paragraph (c) or (e) above, the Investor may terminate the Subscription Agreement by notice at any time following the occurrence of such event regardless of whether such event is persisting at the time of such notice.</p>
<p><b>Event of Default</b></p>	<p>: Event of Default means:-</p> <p>(i) the Company does not comply with or breaches any provision of the Subscription Agreement or the letter of commitment entered into between the Company and the Investor prior to the Subscription Agreement ("<b>Letter of Commitment</b>");</p> <p>(ii) the Shares cease to be listed on the Main Market of Bursa Securities or are suspended from the Official List of Bursa Securities or are otherwise not tradable for a consecutive period of five (5) Malaysia trading days;</p> <p>(iii) a representation, warranty or statement by or on behalf of the Company is or proves to have been incorrect or misleading in any material respect when made or repeated;</p> <p>(iv) an application or an order is made, proceedings are commenced, a resolution is passed or proposed in a notice of meeting, an application to a court or other steps are taken for: the appointment of a liquidator, receiver, administrator, administrative receiver, judicial manager, compulsory manager or other similar officer in respect of the Company or any of its assets; the winding up, judicial management, dissolution, administration or reorganisation of the Company; the amalgamation, reconstruction, merger or consolidation of the Company; or the Company entering into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them, or any analogous procedure or step is taken in any jurisdiction;</p> <p>(v) the Company ceases, suspends or threatens to cease or suspend the conduct of all or a substantial part of its business or disposes of or threatens to dispose of a substantial part of its assets;</p>

<p><b>Event of Default</b></p>	<p>:</p> <ul style="list-style-type: none"> <li>(vi) a group member of the Company admits its inability or is (or is deemed by law or a court to be) unable to pay its debts as they fall due, suspends making payments on any of its debts or commences negotiations with one or more of its creditors with a view to rescheduling all or a material part of (or a particular type of) its indebtedness; stops or suspends or threatens to stop or suspend payment of all or a class of its debts; or the value of the assets of any group member is less than its liabilities (taking into account contingent and prospective liabilities);</li> <li>(vii) a security interest is enforced in respect of all or a material part of the assets of a group member or any expropriation, attachment, sequestration, distress or execution affects any asset or any asset of a group member and is not discharged within ten (10) Malaysia business days;</li> </ul> <p>:</p> <ul style="list-style-type: none"> <li>(viii) all or any substantial part of the assets of a group member is compulsorily acquired by or by order of a government agency or under law, a government agency orders the sale, vesting or divesting of all or any substantial part of the assets of a group member;</li> <li>(ix) an authorisation or shareholders' approval which is required for the performance by the Company of the transactions contemplated in the Subscription Agreement is repealed, revoked, terminated or expires (without it having being renewed) or is modified or amended or conditions are attached to it, in a manner unacceptable to the Investor;</li> <li>(x) it is or becomes unlawful for a party to perform any obligation or to comply with any term of the Subscription Agreement or the Letter of Commitment;</li> <li>(xi) the Subscription Agreement or the Letter of Commitment ceases for any reason (or is claimed by a party not) to be the legal and valid obligation of that party, binding upon it in accordance with its terms;</li> <li>(xii) any person repudiates the Subscription Agreement or the Letter of Commitment to which it is a party or evidences an intention to repudiate;</li> <li>(xiii) an event occurs which is, or a series of events occur which together are, likely to have a material adverse effect on the ability of the Company to perform its obligations under the Subscription Agreement or the Letter of Commitment;</li> </ul>
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		<p>(xiv) any change, or any development involving a prospective change or any crisis in local, national, regional or international financial (including stock market, foreign exchange market, inter-bank market or interest rates or money market), political, industrial, economic, law, legal or monetary conditions, taxation or exchange controls or a combination of any such changes or development or crisis or deterioration thereof, or there subsists any status or any event has happened, which, as determined by the Investor, in any way affects the Investor's ability to subscribe for, settle or trade in the Shares, hedge its risks or any other financial or business risks in connection with the transactions contemplated in the Subscription Agreement or substantially increases the cost for such hedging, or makes it impossible or impracticable to transfer or remit United States Dollar ("USD") out of Malaysia or convert RM into USD or obtain a firm quote for such conversion; or</p> <p>(xv) any credit facility granted to the Company is withdrawn, terminated or suspended on account of a default by the Company.</p>
<b>Right of First Refusal</b>	:	<p>The Investor shall be offered the right of first refusal to arrange and participate in any future equity financing transactions entered into or proposed to be entered into by Careplus which are substantially similar to the transactions contemplated in the Subscription Agreement.</p> <p>Careplus shall not enter into any equity financing transaction unless either:-</p> <p>(a) the terms with respect to such financing transaction are not agreed between the Investor and Careplus within 20 business days of a written request by Careplus; or</p> <p>(b) the Investor has confirmed in writing that it will not participate in such financial transaction. For the avoidance of doubt, the Investor shall be under no obligation to enter into such equity financing transaction.</p> <p>The right of first refusal granted shall survive for 6 months after the termination of the Subscription Agreement.</p>
<b>Governing law</b>	:	Laws of Malaysia

#### 4. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Subscription Agreement is available for inspection at the registered office of Careplus at Third Floor, No. 77, 79 & 81, Jalan SS21/60, Damansara Utama, 47400 Petaling Jaya, Selangor Darul Ehsan during normal business hours between Mondays and Fridays (except public holidays) for a period of 3 months from the date of this announcement.

**This announcement is dated 13 August 2024.**