

ONE GLOVE GROUP BERHAD (FORMERLY KNOWN AS GETS GLOBAL BERHAD) ("ONE GLOVE" OR THE "COMPANY")

SHAREHOLDERS' AGREEMENT BETWEEN ONE GLOVE, BT CAPITAL SDN BHD, LOW BOK TEK AND LOW KHAI LOON

1. INTRODUCTION

On 29 March 2022, One Glove had entered into a conditional share sale agreement ("**SSA**") with BT Capital Sdn Bhd ("**BT Capital**" or the "**Vendor**") for the proposed acquisition of 1,900,000 OGVSBS Shares, representing 38% equity interest in One Glove Venture Sdn Bhd (formerly known as Great Stylish Venture Sdn Bhd) ("**OGVSB**"), from the Vendor for a purchase consideration of RM89,356,233 ("**Purchase Consideration**") to be satisfied via the issuance of 102,708,314 new irredeemable convertible preference shares in One Glove ("**Consideration ICPS**") at an issue price of RM0.87 per Consideration ICPS ("**Acquisition**").

On 18 July 2022, the Company had procured the approval from its shareholders for the Acquisition.

Further, the Board wishes to announce that One Glove had on 1 August 2022 entered into a shareholders' agreement with BT Capital, Low Bok Tek ("**Low BT**") and Low Khai Loon ("**Parties**" or "**Shareholders**") to regulate the relationship of the Shareholders and set out among others the financial, administrative and other arrangements which shall apply in relation to the OGVSB and its subsidiaries ("**OGVSB Group**") ("**Shareholders' Agreement**").

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

2. INFORMATION OF THE PARTIES

2.1 One Glove

One Glove was incorporated in Malaysia on 28 October 2002 under the Companies Act 1965 as a private limited company under the name of Gold City Interpoint Sdn Bhd. Subsequently, on 24 February 2003, it changed its name to KBES Sdn Bhd and was converted to a public company on 8 March 2003 and subsequently changed to GETS Global Berhad on 28 August 2017. It assumed its present name of One Glove on 28 July 2022.

As at 29 July 2022, being the latest practicable date prior to this announcement ("**LPD**"), the issued share capital of One Glove is RM156,045,106 comprising 284,000,000 ordinary shares.

2.2 BT Capital

BT Capital is a private company limited by shares incorporated in Malaysia on 13 March 1990 under the name of Ceratech Enterprise (M) Sdn Bhd and changed its name to Taipek Motors Sdn Bhd on 18 May 1990, which was subsequently changed to Taiping Super Equity Sdn Bhd on 17 January 1994. It assumed its present name of BT Capital Sdn Bhd on 14 April 2004.

As at the LPD, the issued share capital of BT Capital is RM21,648,006 comprising 1,420,656 ordinary shares in BT Capital. BT Capital is principally involved in investment holding.

2.3 Low BT

Low BT (Male), a Malaysian aged 64, with an address at No. 18 Lorong 20, Taman Lake View, 34000 Taiping, Perak, Malaysia.

2.4 Low Khai Loon

Low Khai Loon (Male), a Malaysian aged 31, with an address at No. 18 Lorong 20, Taman Lake View, 34000 Taiping, Perak, Malaysia.

3. SALIENT TERMS OF THE SHAREHOLDERS' AGREEMENT

3.1 Effective Date

The Shareholders' Agreement is effective on the completion date of the SSA as provided for in the SSA (the "**Effective Date**").

If the SSA is terminated or lapses, then the Shareholders' Agreement shall lapse and cease to have any further force or effect concurrently and thereafter none of the parties to the Shareholders' Agreement (namely One Glove, BT Capital, Low BT and Low Khai Loon, collectively) shall have any further rights against the other(s) in respect of the Shareholders' Agreement.

3.2 Financial Requirements

The financial requirements of OGVSBS shall be met from the business and revenue generated by OGVSBS and/ or by borrowings/ banking facility from licensed financial institutions secured by the revenues and assets of OGVSBS, grants or financial assistances from government. If additional funding is required by OGVSBS, it shall be met by the Shareholders in proportion to their Equity Participation (hereinafter defined) by way of shareholders' advances (subject to the mutual agreement of the Shareholders) and/ or subscription of OGVSBS Shares.

Where borrowings and/ or banking facilities are or have been obtained by OGVSBS Group, the relevant OGVSBS Group shall satisfactorily maintain the banking and borrowing facilities obtained by the OGVSBS Group without default, in particular such facilities obtained for the purpose of working capital.

None of the Shareholders shall be required to provide any security including, but not limited to, guarantees to secure the borrowings of any OGVSBS Group without the prior written approval of such Shareholder. Subject to the Listing Requirements and applicable laws, a Shareholder who has consented to provide any security and/ or guarantee shall only be required to provide such security and/ or guarantee in proportion to its/ his respective Equity Participation unless otherwise specifically agreed to in writing by such Shareholder.

Each Shareholder shall be given a first right of refusal for any future issuance of shares or securities convertible into shares of OGVSBS on a proportionate basis with their respective Equity Participation (hereinafter defined) in OGVSBS.

3.3 Shares in OGVS

The Shareholders hereto agree that the shareholdings of OGVS shall, unless otherwise varied in accordance with the provisions of the Shareholders' Agreement, be maintained at all times in the following proportions ("**Equity Participation**").

Name	No. of OGVS Shares	%
One Glove	1,900,000	38
BT Capital	3,099,998	62
Low BT	1	<i>Negligible</i>
Low Khai Loon	1	<i>Negligible</i>
TOTAL	5,000,000	100

The Shareholders agree and undertake with one another that if additional share capital is required by OGVS, such additional share capital shall be provided by way of subscription of further OGVS Shares ("**Further Shares**") in OGVS for cash for such amount, in such manner and at such time as may be mutually agreed among the Shareholders provided always that the Further Shares shall be subscribed by the Shareholders in proportion with their Equity Participation.

For the avoidance of doubt:

- (i) any subscription, allotment and/ or issue of new OGVS Shares, securities or other instruments convertible into voting shares of OGVS shall be subject to the unanimous consent of the Shareholders.
- (ii) no allotment or issue of new OGVS Shares shall be made unless first offered to all Shareholders in proportion to their Equity Participation except as otherwise mutually agreed between the Parties to the Shareholders' Agreement.

3.4 Directors of the OGVS Group

Upon or immediately after the Effective Date up until such time Low BT ceases to be the single largest ultimate shareholder of One Glove or the Equity Participation of One Glove is less than 38% ("**Trigger Event**") and unless otherwise mutually agreed between the Shareholders, the Board of OGVS shall consist of up to 7 directors of whom:

- (a) One Glove shall be entitled to appoint up to 4 directors; and
- (b) BT Capital, Low BT and Low Khai Loon shall collectively be entitled to appoint up to 3 directors.

If for whatever reason the Trigger Event occurs, One Glove ceases to be entitled to the majority in the Board of OGVS and the Board of OGVS shall consist of up to 7 directors of whom:

- (c) One Glove shall be entitled to appoint up to 3 directors; and
- (d) BT Capital, Low BT and Low Khai Loon shall collectively be entitled to appoint up to 4 directors.

The above shall apply mutatis mutandis to all subsidiaries of OGVS.

3.5 Tag Along

If a Shareholder ("**Selling Shareholder**") wishes to sell or transfer all or any of its OGVSBS Shares to any person pursuant to a bona fide arm's length transaction and subject to the pre-emption right to acquire those shares as set out in the Shareholders' Agreement, the other Shareholders shall have the right to require the sale or transfer of all or any of its OGVSBS Shares held to the said third party under the same terms and conditions offered to the Selling Shareholder.

3.6 Management

The management and operations of the OGVSBS Group shall be undertaken by One Glove on terms and conditions mutually agreed between One Glove and the relevant company in OGVSBS Group. One Glove shall procure that:

- (a) each company within OGVSBS Group shall keep full and proper records relating to their respective business, undertakings and affairs and such records shall be made available at all reasonable times for inspection by the directors of OGVSBS; and
- (b) the audited accounts of the OGVSBS Group shall be prepared in accordance with approved accounting standards which have been issued and adopted from time to time by the Malaysian Accounting Standards Board or, in absence thereof, in accordance with generally accepted accounting principles and in compliance with all applicable legislation in respect of each accounting period, and shall procure that such accounts are audited as soon as practicable thereafter but in any event before the expiry of 4 months of the end of the financial year of OGVSBS and shall furnish a copy of the same to each of the shareholders of OGVSBS immediately upon its issuance.

Upon the occurrence of the Trigger Event, the rights and responsibilities of One Glove under the above clause shall cease and such rights and responsibilities shall be assumed and determined by BT Capital.

4. RATIONALE OF THE SHAREHOLDERS' AGREEMENT

The Shareholders' Agreement would facilitate the cooperation between the Parties to undertake the business of OGVSBS.

5. APPROVALS REQUIRED

The Shareholders' Agreement is not subject to the approval of the shareholders of the Company or any other relevant authorities.

6. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/ OR PERSONS CONNECTED

Save as disclosed below, none of the Directors, Major Shareholders and/ or chief executive of One Glove and/ or persons connected with them have any interest, whether direct or indirect, in the Shareholders' Agreement:-

- i. Low BT is the Group Managing Director and a Major Shareholder of One Glove. He is a director of OGVSBS and has approximately 100.00% indirect equity interest in OGVSBS via BT Capital immediately before the completion of the SSA;
- ii. Low Khai Loon is a person connected to Low BT by virtue of him being the son of Low BT. He is a director of OGVSBS and directly holds one (1) OGVSBS Share;

- iii. Low Siew Hoon is a person connected to Low BT by virtue of her being the daughter of Low BT. She is a director of OGVSB;
- iv. BT Capital is a company controlled by Low BT. BT Capital has approximately 100.00% direct equity interest in OGVSB and is the Vendor;
- v. ADA Capital Investments Limited is a Major Shareholder of One Glove and is a company controlled by Low BT; and
- vi. Teong Lian Aik is a Major Shareholder of One Glove. He is a person connected to Low BT by virtue of him being the brother-in-law of Low BT.

Accordingly, Low BT, Low Khai Loon, Low Siew Hoon, BT Capital, ADA Capital Investments Limited and Teong Lian Aik are deemed interested in the Shareholders' Agreement. In addition, Low BT (being the interested director) has abstained from deliberations in relation to the Shareholders' Agreement at all Board meetings.

7. AUDIT COMMITTEE'S AND DIRECTORS' STATEMENT

The Audit Committee and the Board (save for Low BT), having considered all aspects of the Shareholders' Agreement, is of the opinion that the Shareholders' Agreement is in the best interest of the Company and the terms and conditions of the Shareholders' Agreement are fair and reasonable.

8. DOCUMENT FOR INSPECTION

The Shareholders' Agreement is available for inspection during normal office hours at the registered office of One Glove at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur, Wilayah Persekutuan for a period of 3 months from the date of this announcement.

This announcement is dated 1 August 2022.