SYMPHONY

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Related Party Transaction Policy

Symphony Communication Public Company Limited

(Revised Edition 2026)

(Approved by the resolution of the Board of Directors' Meeting No. 7/2026 held on 13 November 2026 and is effective from 13 November 2026 onwards.)

Related Party Transaction Policy

1. Significance

Transaction entered into between Symphony Communication Public Company Limited (hereinafter referred to as **"the Company"**) or its subsidiaries and the Company's connected persons, which is called "*related party transaction"*, may give rise to potential conflicts of interest.

Accordingly, in undertaking related party transaction, the Board of Directors and the management of the Company and its subsidiaries shall exercise due care, responsibility, and integrity (Fiduciary Duties) in considering and approving such transaction, with primary regard to the best interests of the Company and its shareholders as a whole.

In this regard, the Board of Directors shall oversee and ensure that a related party transaction is conducted and disclosed accurately, completely, and in compliance with all applicable laws, rules, and regulations.

2. Objectives

This Related Party Transaction Policy has been established with the following objectives:

2.1 To establish criteria and guidelines for the execution, oversight, consideration, review, and approval of transactions that qualify as related party transactions of the Company and its subsidiaries, in compliance with Section 89/12 of the Securities and Exchange Act B.E. 2535 (1992), as amended, and the relevant notifications, rules, and regulations issued by the Capital Market Supervisory Board, the Securities and Exchange Commission (the "**SEC**"), and the Stock Exchange of Thailand (the "**SET**"), as well as the good corporate governance principles.

2.2 To ensure that related party transaction is conducted in a transparent, fair, and reasonable manner, with due regard to the best interests of the Company and its shareholders as a whole, on an arm's length basis and under normal commercial terms comparable to those applicable to transactions with independent third parties, free from conflicts of interest.

2.3 To establish clear criteria and procedures for the disclosure of information relating to related party transactions of the Company and its subsidiaries, in accordance with applicable laws, rules, and regulations.

2.4 To prevent conflicts of interest and foster confidence among shareholders, investors, and stakeholders that the Company's business operations are conducted under an appropriate and auditable internal control system.

3. Scope

This Related Party Transaction Policy shall apply to the business operations of the Company and its subsidiaries. All personnel at every level within the Company and its subsidiaries shall strictly comply with this Policy.

4. Definitions

Personnel	refer to	the directors, executives, and employees of the Company and its subsidiaries, including advisors, representatives, authorized agents, workers, or any other persons who perform work on behalf of, or undertake any activities in the name of, the Company or its subsidiaries.
Subsidiary	refers to	limited companies or public limited companies that are owned or controlled by the Company, whether directly or indirectly, through any one of the following forms of ownership or control, including ownership or control exercised through successive tiers of companies throughout the ownership or control chain: (a) holding shares carrying more than 50 percent of the total voting rights in such limited company or public limited company, whether directly or indirectly; or (b) having the power to control the majority of voting rights at shareholders' meetings of such limited company or public limited company, whether directly or indirectly, or by any other means; or (c) having the power to control the appointment or removal of at least half of the total number of directors, whether directly or indirectly; or (d) having the power to determine the financial and operating policies of such limited company or public limited company so as to obtain benefits from its activities.
Related Party Transaction	refers to	a transaction entered into between the Company or its subsidiaries and any individual or legal entity having a relationship that qualifies such individual or entity as a connected person of the Company, which may give rise to conflicts of interest.
Conflict of Interest	refers to	situation or action in which personal interests are involved to such an extent that they impair the impartiality and objectivity of decision-making or the performance of duties by personnel of the Company or

		its subsidiaries, as a result of prioritizing their own interests or those of other persons over the interests of the Company or its subsidiaries.
Transactions Subject to the Related Party Transaction Requirements	refers to	entering into, or agreeing to enter into, any contract or arrangement with a connected person of the Company, whether directly or indirectly, for the purpose of undertaking any of the following transactions, including the creation or waiver of rights in connection with such transactions: - acquisition or disposal of assets, - leasing or renting out of assets, - provision or receipt of services, - provision or receipt of financial assistance; and - issuance of new securities.
Connected Person	refers to	any individual or legal entity having any of the following relationships with the Company: (1) Directors, executives, major shareholders, or controlling persons of the Company; persons nominated to become directors, executives, or controlling persons of the Company; and related persons and close relatives of such persons. (2) Any legal entity whose major shareholder or controlling person is a person specified in (1). (3) Any person whose circumstances indicate that such person acts on behalf of, or is subject to the influence of, any person or entity specified in (1) and (2) in making decisions, formulating policies, managing affairs, or conducting operations in a material manner, or any other person exhibiting similar circumstances. (4) Director of a legal entity that exercises control over the Company. (5) Spouse, children, or adopted children who have not attained the age of legal majority of the directors specified in (4). (6) Any legal entity controlled by a person specified in (4) or (5). (7) Any person acting pursuant to an understanding or agreement whereby, if the Company enters into a transaction with such person, any of the following persons will also receive a financial benefit: 1. a director of the Company,

		2. an executive of the Company, 3. a controlling person of the Company, 4. a director of a legal entity that exercises control over the Company, or 5. a spouse, child, or adopted child who has not attained the age of legal majority of any person specified in items 1 to 4 above.
Executives	refer to	persons holding any of the following positions: (1) The highest-ranking executive of the Company (2) The first four executives immediately below the highest-ranking executive. (3) All executives holding positions equivalent in rank to the fourth executive specified in (2). (4) Executives responsible for accounting or finance function who hold positions at the department manager level or above, or equivalent positions.
Major Shareholder	refers to	direct and indirect shareholder of the company or its subsidiary with more than 10% holding of voting shares of the company or its subsidiary. This includes the holding of related person and close relatives.
Controlling Person	refers to	person who exercises control over a legal entity through any one of the following circumstances: (1) Holding shares carrying more than 50 percent of the total voting rights in such legal entity. (2) Having the power to control the majority of voting rights at shareholders' meetings of a legal entity, whether directly or indirectly, or by any other means. (3) Having the power to control the appointment or removal of at least half of the total number of directors, whether directly or indirectly.
Related Person	refers to	individual or legal entity having any of the following relationships with a director or executive of the Company: (1) A spouse. (2) A child or adopted child who has not attained the age of legal majority. (3) An ordinary partnership in which a director or executive, or any person specified in (1) or (2), is a partner. (4) A limited partnership in which a director or executive, or any person specified in (1) or (2), is

		an unlimited liability partner, or in which such persons are limited liability partners collectively holding more than 30% of the total partnership interests. (5) A limited company or public limited company in which a director or executive, together with any persons or entities specified in (1), (2), (3), or (4), collectively holds more than 30% of the total issued shares of such company. (6) A limited company or public limited company in which a director or executive, together with any persons or entities specified in (1), (2), (3), (4), or (5), collectively holds more than 30% of the total issued shares of such company, (7) A legal entity in which a director or executive has the authority to manage its affairs in the capacity of a representative of such legal entity.
Close Relatives	refer to	persons related by blood or through legally registered family relationships, including: (1) Parents. (2) Siblings. (3 Children or adopted children. (4) Spouse of children or adopted children.
General Trading Conditions	refer to	commercial terms that are fair and do not cause a transfer of benefits, in the same manner as a person of ordinary prudence would conduct with general counterparties under the same circumstances, with commercial bargaining power free from the influence of connected person. Such terms and conditions may include: (1) prices and terms offered by the Company or its subsidiaries to, or obtained from, other counterparties; (2) prices and terms offered by Connected Persons to, or obtained by them from, other counterparties; or (3) prevailing market prices, or prices and terms offered by or available to other businesses engaged in similar activities in their transactions with other counterparties.
Connected Person of the Same Group	refers to	connected person of the Company who are related to one another in any of the following manners: (1) The same connected person.

(2) Major shareholders, controlling persons, related persons, and close relatives of the person specified in (1).

(3) Related persons and close relatives of the persons specified in (2).

(4) Any legal entity whose major shareholder or controlling person is a person specified in (1), (2), or (3).

5. Roles, Duties and Responsibilities

5.1 **The Board of Directors** shall be responsible for establishing policy and overseeing transactions that qualify as related party transactions to ensure compliance with applicable laws, rules, and regulations. The Board of Directors shall also consider and endorse or approve such transactions, as applicable, taking into account their reasonableness and the best interests of the Company and its shareholders as a whole, as well as oversee the establishment and maintenance of appropriate internal control systems and disclosure practices.

5.2 **The Audit Committee** shall be responsible for reviewing and providing opinions on the necessity, reasonableness, and fairness of related party transactions prior to their submission to the Board of Directors for consideration. The Audit Committee shall also review the adequacy and effectiveness of the internal control systems relating to such transactions.

5.3 **Management** shall be responsible for ensuring compliance with this Policy, including establishing appropriate processes, operating procedures, and internal control systems for identifying, evaluating, and executing transactions that qualify as related party transactions. Management shall also monitor and manage the associated risks and report such transactions to the Board of Directors and/or the Audit Committee in accordance with the prescribed criteria and reporting intervals.

5.4 **Accounting Department** shall be responsible for ensuring that transactions qualifying as related party transactions are accurately and completely recorded in the Company's accounting records in compliance with applicable laws, accounting standards, and relevant regulatory requirements.

5.5 **Company Secretary Department** shall be responsible for monitoring compliance with, and providing advice to relevant departments on applicable laws, rules, regulations, and the Company's policies governing related party transactions. Its responsibilities shall also include coordinating with the Audit Committee, the Board of Directors, and/or the shareholders' meeting, as applicable, in connection with the consideration and approval of related party transactions, as well as ensuring that the relevant disclosures and reports are prepared and made in compliance with applicable laws, rules, and regulatory requirements.

6. Practical Guidelines

6.1 Prior to entering into any transaction, personnel of the Company or its subsidiaries shall be responsible for verifying whether the counterparty is a connected person or has any relationship or affiliation with a connected person of the Company or its subsidiaries, in order to prevent potential conflicts of interest.

6.2 In undertaking related party transaction, due consideration shall be given to the necessity, reasonableness, pricing, and terms and conditions of such transactions, with primary regard to the best interests of the Company and its shareholders as a whole. The pricing and terms and conditions of such transactions shall be compared with those applicable to transactions with unrelated third parties, prevailing market prices, or other appropriate benchmarks. Furthermore, such transaction shall be conducted in a transparent and fair manner, on terms comparable to those applicable to transactions with independent third parties under similar circumstances (Fair and Arm's Length Basis).

6.3 Where the Company or its subsidiaries deem it necessary to enter into transaction with connected person, personnel of the Company or its subsidiaries shall strictly comply with the measures and procedures for related party transactions prescribed in the Appendices to this Policy. Such measures and procedures have been established consistently with applicable laws, rules, and regulations of the relevant regulatory authorities. In addition, information relating to such transactions shall be accurately and completely disclosed in accordance with the disclosure requirements prescribed by applicable laws and the relevant regulatory authorities.

6.4 The Company may engage persons possessing relevant knowledge, expertise, or specialized professional skills, such as independent experts, legal counsels, financial advisors, auditors, or independent appraisers, to provide opinions on related party transaction for consideration by the Audit Committee, the Board of Directors, and/or the shareholders' meeting, as applicable.

6.5 At any meeting convened to consider agenda items relating to related party transaction, any meeting participant having an interest in the transaction concerned shall not participate in the consideration or approval of such transaction, in order to prevent conflicts of interest.

6.6 Management is required to prepare reports on related party transactions and connected transactions of the Company and its subsidiaries and submit such reports to the Audit Committee and the Board of Directors for their information on a quarterly basis.

6.7 The Company shall disclose information relating to related party transactions of the Company and its subsidiaries in its quarterly and annual financial statements in accordance with the applicable financial reporting standards. In addition, such information shall be disclosed in the Company's Annual Registration

Statement/Annual Report (Form 56-1 One Report) or any other applicable reporting forms, as the case may be, in accordance with the disclosure requirements prescribed by the SEC and the SET.

7. Other Related Policies and Regulations

Personnel of the Company and its subsidiaries should study and familiarize themselves with this Policy in conjunction with other relevant policies and regulations of the Company, including the following:

- Corporate Governance Policy
- Business Code of Conduct

8. Communication and Dissemination of the Policy

The Company shall provide appropriate and ongoing communication and education to its personnel regarding the Related Party Transaction Policy and related guidelines and procedures through various activities, such as meetings, seminars, training sessions, or other appropriate activities. These initiatives are intended to enhance personnel's knowledge and understanding and promote the proper and effective implementation of the Policy in compliance with applicable laws, rules, and regulations.

In addition, the Company shall disseminate the Related Party Transaction Policy and related guidelines and procedures to stakeholders and the general public through various communication channels to promote awareness, understanding, transparency, and appropriate participation in the Company's operations.

9. Policy Review and Revision

The Board of Directors assigns the Company Secretary Department responsibility for regularly reviewing this Policy to ensure its continued compliance with applicable laws, rules, regulations, guidelines, and requirements prescribed by the relevant regulatory authorities, as well as to enhance the accuracy, appropriateness, and effectiveness of its implementation.

Any amendments or revisions to this Policy shall be subject to endorsement by the Nomination, Remuneration, Corporate Governance and Sustainability Committee and subsequent approval by the Board of Directors prior to their implementation.

Policy Review and Revision History

Version	Reviewed/Proposed for Revision by	Approved by	Approval Date
Original	Company Secretary Department	Board of Directors	Board of Directors' Meeting No. 6/2023, held on December 18, 2023
1st Revision	Company Secretary Department	Board of Directors	Board of Directors' Meeting No. 7/2026, held on November 13, 2026

Appendices

Measure and Procedures for Related Party Transactions

The Company has established measures and procedures governing related party transactions entered into between the Company or its subsidiaries and connected person to ensure that such transactions are conducted in a transparent, fair, reasonable, and verifiable manner, with due regard to the best interests of the Company and its shareholders. These measures and procedures are also intended to ensure that the consideration, approval, and execution of such transactions comply with the laws governing securities and exchange, notifications of the Capital Market Supervisory Board, notifications of the Board of Governors of the Stock Exchange of Thailand, and other applicable laws, rules, and regulations, as well as the good corporate governance principles.

1. Consideration of Related Party Transaction

Prior to entering into any transaction, the Company and its subsidiaries shall examine and determine whether such transaction constitutes a related party transaction under the applicable laws, rules, and regulations, taking into consideration the nature of the transaction, the status of and relationships between the counterparties, and all other relevant facts and circumstances.

Where a transaction qualifies as a related party transaction, the Company and its subsidiaries shall classify the transaction, calculate its value and transaction size, and determine whether it must be aggregated with other transactions in accordance with the criteria and prescribed periods established by the relevant regulatory authorities. Such assessment shall serve as the basis for determining the applicable procedures for the consideration and approval of the transaction, other required actions, and the relevant reporting and information disclosure obligations, ensuring full and accurate compliance with applicable laws, rules, and regulations.

Where a related party transaction also constitutes a Material Transaction under the requirements prescribed by the Capital Market Supervisory Board, the Company and its subsidiaries shall assess and comply with the requirements governing Material Transactions in conjunction with those applicable to Related Party Transactions, taking into account all relevant exemptions, conditions, and requirements under the applicable laws and regulatory notifications.

The Company and its subsidiaries shall not split transactions or structure transactions in a manner intended to circumvent compliance with applicable laws, rules, and regulations, including requirements relating to the calculation and aggregation of transaction sizes, the consideration and approval of transactions, reporting and information disclosure, or the obtaining of approval from a shareholders' meeting.

2. Related Party Transaction Constituting Commercial Agreement on General Trading Conditions

2.1 Principles and Conditions

The Board of Directors has approved the principles and conditions governing related party transactions that constitute commercial agreements on general trading conditions. Such transactions must be reasonable and beneficial to the business operations of the Company or its subsidiaries, be conducted on fair commercial terms, and not result in any transfer of benefits. The terms of such transactions must be comparable to those that a reasonable person would agree upon with an unrelated counterparty under similar circumstances, based on arm's length commercial negotiations free from any influence arising from the counterparty's status as a connected person. Such commercial agreements shall include those involving any one of the following pricing arrangements and terms:

(1) prices and terms obtained by the Company or its subsidiaries from, or offered by them to, other counterparties who are not connected persons;

(2) prices and terms offered by connected persons to, or obtained by them from, other counterparties who are not connected persons; or

(3) prevailing market prices, or prices and commercial terms obtained by or offered by businesses engaged in similar activities in transactions with ordinary counterparties.

In determining whether a related party transaction constitutes a commercial agreement on general trading conditions, the Company and its subsidiaries shall assess the nature and circumstances of each transaction based on the following criteria:

- **Pricing and commercial terms:** where the Company or its subsidiaries sell goods or provide services to connected persons, and such goods or services are of the same type as those ordinarily sold or provided to other counterparties in the normal course of business, the prices and commercial terms applicable to connected persons shall be consistent with those applicable to ordinary counterparties under comparable circumstances. Where there are differences in prices or commercial terms, the Company or its subsidiaries shall be able to provide appropriate justifications and supporting evidence demonstrating that such differences arise from normal commercial factors, such as transaction volumes, payment terms, delivery conditions, or other relevant factors, and not from the relationship between the counterparties.
- **Gross profit margins and commercial terms:** where goods or services are specialized or involve work performed pursuant to specific customer orders or requirements (Job Orders), making direct price comparisons with ordinary transactions impracticable, the Company or its subsidiaries shall determine prices and commercial terms based on appropriate costs and fair gross profit margins. Such gross profit margins and commercial terms shall be comparable to those applicable to transactions of a similar nature

undertaken with ordinary counterparties, taking into consideration the nature of the transaction, complexity of the work, operating costs, order volumes, business risks, and other relevant commercial factors. Where there are differences in gross profit margins or commercial terms, the Company or its subsidiaries shall be able to provide reasonable justifications and supporting evidence for such differences.

- **Market prices or standard prices:** where goods or services have clearly identifiable market prices or standard prices that can be used as reliable references, the Company or its subsidiaries shall determine prices and commercial terms by reference to such market prices or standard prices. The Company or its subsidiaries shall maintain reliable and verifiable information or supporting evidence demonstrating that the prices and commercial terms are appropriate, fair, and consistent with prevailing market conditions at the time the transaction is entered into.
- **Commercial practices of businesses engaged in similar activities:** where a related party transaction does not fall within any of the circumstances specified in items (1) to (3), the Company or its subsidiaries shall determine prices and commercial terms by reference to the commercial practices of businesses engaged in similar activities when transacting with ordinary counterparties under comparable circumstances. The Company or its subsidiaries shall maintain sufficient and reliable information or supporting evidence demonstrating that such prices and commercial terms are fair, reasonable, and do not result in any transfer of benefits.

In determining whether a particular related party transaction constitutes a commercial agreement on general trading conditions, primary consideration shall be given to the nature and purpose of the transaction, its commercial reasonableness, the fairness of its prices and commercial terms, and the absence of any transfer of benefits between the Company or its subsidiaries and connected persons. The Company and its subsidiaries shall maintain sufficient and appropriate information, documentation, and supporting evidence for such assessments, which shall be capable of subsequent examination and verification.

2.2 Approval and Execution of Transactions

Where a related party transaction constitutes a commercial agreement on general trading conditions and complies with the principles and conditions previously approved by the Board of Directors, Management may proceed with such transaction within the scope of its approval authority as prescribed in the Delegation of Authorities Guide approved by the Board of Directors, without being required to submit each individual transaction to the Board of Directors for further approval. Such transactions shall nevertheless comply with all applicable laws, rules, and regulations. The foregoing authorization shall not exempt the Company or its subsidiaries from any reporting, information disclosure, or other obligations prescribed by applicable laws, rules, and regulations.

Where there is any doubt as to whether a related party transaction complies with the principles and conditions approved by the Board of Directors, or where sufficient supporting evidence of such compliance cannot be provided, Management shall submit the transaction to the Audit Committee for its consideration and opinion before proceeding with the applicable related party transaction approval procedures in accordance with the relevant requirements.

Where the Audit Committee considers that a related party transaction is complex, involves specific or specialized characteristics, or requires additional information or expertise for its assessment, the Company may engage independent legal counsels, financial advisors, auditors, asset appraisers, or other specialists who possess the qualifications and expertise appropriate to the nature of the transaction to provide opinions on, or assess the appropriateness of, such transaction for the Audit Committee's consideration.

2.3 Reporting and Disclosure

The Company requires Management to prepare quarterly summary reports on related party transactions that constitute commercial agreements on general trading conditions and have been undertaken in accordance with the principles and conditions approved by the Board of Directors. Such reports shall include the material details of each transaction, including its nature and value; the name of the connected person and the nature of such person's relationship with the Company or its subsidiaries; the rationale and necessity for entering into the transaction; and the criteria applied in determining the prices and commercial terms. Appropriate supporting documents and evidence shall also be provided. The reports shall be submitted to the Audit Committee and the Board of Directors for their information on a quarterly basis.

In addition, the Company shall disclose information relating to related party transactions in its Annual Registration Statement/Annual Report (Form 56-1 One Report), financial statements, or any other reports as required by applicable laws, rules, and regulations, in accordance with the criteria, procedures, and prescribed timelines established by the SEC, the Capital Market Supervisory Board, and the SET, as applicable.

3. Related Party Transactions That Do Not Constitute Commercial Agreements on General Trading Conditions

For related party transactions that do not constitute commercial agreements on general trading conditions, or that do not comply with the principles and conditions approved by the Board of Directors under Section 2.1, the Company and its subsidiaries shall assess the type, value, and size of each transaction, including the aggregation of transactions in accordance with the applicable requirements, to determine the appropriate approving authority, the procedures for consideration and approval, and the relevant reporting and information disclosure obligations, ensuring full and accurate compliance with applicable laws, rules, and regulations.

Prior to entering into any such transaction, the relevant department shall notify the Company Secretary Department of the transaction details, including the nature and type

of the transaction; the counterparties and their relationships; the purpose, rationale, and necessity for entering into the transaction; the transaction value; the pricing methodology; and the material terms and conditions. Complete and sufficient supporting information and documentation shall also be provided to enable the Company Secretary Department to review and classify the transaction, calculate its transaction size, and coordinate the necessary procedures in accordance with the applicable requirements.

Management shall be responsible for preparing the information and details necessary for the consideration of the proposed transaction, including its rationale and necessity; its purpose and the benefits expected to be derived by the Company or its subsidiaries; the transaction value and size; the criteria for determining prices and commercial terms; the commercial reasonableness of the transaction; and any potential impacts and risks. Complete and sufficient supporting documents and evidence shall also be provided. Such information and supporting documents shall be submitted to the Audit Committee for its consideration and opinion before being presented to the Board of Directors for approval or, where applicable, for its consideration and endorsement prior to submission to a shareholders' meeting for approval.

For transactions falling within Management's approval authority, the applicable procedures and limits of approval authority established by the Board of Directors shall be strictly observed. Such delegated authority shall not exempt the Company or its subsidiaries from their obligations to comply with applicable laws, rules, and regulations.

Where a related party transaction is subject to laws, rules, or regulations requiring approval from a shareholders' meeting, the Company shall obtain such approval before entering into the transaction. In doing so, the Company shall fully comply with all applicable requirements concerning information disclosure; the preparation and distribution of the notice of the shareholders' meeting together with supporting documents; the appointment of an independent financial advisor; the convening and conduct of the shareholders' meeting; and the adoption of resolutions and the exercise of voting rights by shareholders having an interest in the transaction.

Where the Audit Committee considers that a related party transaction is complex, involves specific or specialized characteristics, or requires additional information or expertise for its assessment, the Company may engage independent legal counsels, financial advisors, auditors, asset appraisers, or other specialists who possess qualifications appropriate to the nature of the transaction to provide opinions on, or assess the appropriateness of, such transaction for the consideration of the Audit Committee, the Board of Directors, and/or the shareholders' meeting, as applicable.

Where applicable laws, rules, or regulations require the appointment of an independent financial advisor or a specialist possessing specified qualifications, the Company shall comply with such requirements. The obtaining of opinions from such advisors or specialists shall not diminish or relieve the duties and responsibilities of the persons or bodies authorized to consider and approve the transaction under the applicable laws, rules, and regulations.

4. Calculation of Connected Transaction Size

The Company and its subsidiaries shall calculate the size of related party transactions according to the type and nature of each transaction, using the transaction value and calculation basis prescribed by applicable laws, rules, and regulations. Such calculation shall also take into account the aggregation of transactions entered into with connected persons of the same group within the prescribed period, for the purpose of classifying transaction sizes and determining the approving authority and the applicable regulatory requirements and obligations.

4.1 General Cases

For related party transactions in general, the transaction size shall be calculated based on the value of the transaction, together with the aggregate value of transactions entered into with connected persons of the same group during the six-month period preceding the date on which the Company or its subsidiaries agree to enter into the transaction, excluding transactions that have already been approved by a shareholders' meeting. The transaction value shall be assessed against the **higher** of the specified monetary threshold and the corresponding percentage of the Company's Net Assets (NA), as follows:

Transaction Size	Applicable Criteria (where X represents the transaction value)	
	Choose the higher value between	
Small	X < 1 million Baht	X < 0.03% NA*
Medium	1 million Baht < X < 20 million Baht	0.03% NA* < X < 3% NA*
Large	X > 20 million Baht	X ≥ 3% NA*

* Net Assets (NA) means total assets less total liabilities and non-controlling interests (if any). Where the Company prepares consolidated financial statements, NA shall be determined based on the latest consolidated financial statements that have been audited or reviewed by an auditor.

4.2 Special Cases: Provision of Financial Assistance to Connected Persons

Where the Company or its subsidiaries provide financial assistance to Connected Persons falling within any of the following categories prescribed by applicable laws, rules, and regulations:

- a connected person who is a natural person;
- a connected Person that is a legal entity in which the Company or its subsidiaries hold a lower ownership interest than another connected person; or
- a connected person that is a legal entity in which neither the Company nor its subsidiaries hold any ownership interest.

For the purpose of calculating the transaction size, the value of the transaction shall be aggregated with the values of transactions entered into with Connected Persons of the Same Group during the six-month period preceding the date on which the

transaction is agreed to be entered into, and such transactions shall be treated as a single transaction. Transactions that have already been approved by a shareholders' meeting shall be excluded from the aggregation. The transaction value shall be assessed against the **lower** of the specified monetary threshold and the corresponding percentage of the Company's Net Assets (NA), as follows:

Transaction Size	Applicable Criteria (where X represents the transaction value)	
	Choose the lower value between	
Small	X < 100 million Baht	X < 3% NA*
Large	X > 100 million Baht	X > 3% NA*

* Net Assets (NA) means total assets less total liabilities and non-controlling interests (if any). Where the Company prepares consolidated financial statements, NA shall be determined based on the latest consolidated financial statements that have been audited or reviewed by an auditor.

5. Approval of Related Party Transactions

The Company requires that the consideration and approval of related party transactions be conducted in accordance with the type and size of each transaction as calculated under 3.1. The relevant approving authority shall assess the reasonableness and necessity of entering into the transaction; the appropriateness and fairness of its prices and commercial terms; the benefits to be derived by the Company or its subsidiaries; and the potential impacts on the Company and its shareholders. All applicable laws, rules, and regulations shall be fully complied with.

5.1 General Cases

The Company has designated the approving authority for related party transactions according to their respective transaction size, as follows:

Transaction Size	Approval Authority
Small	Management
Medium	Board of Directors
Large	Shareholders' Meeting

5.2 Special Cases

For transactions involving the provision of financial assistance to connected persons that fall within the categories specified in 3.1.2, the Company has designated the approving authority according to the respective transaction sizes, as follows:

Transaction Size	Approval Authority
Small	Board of Directors
Large	Shareholders' Meeting

6. Procedures Applicable to Each Transaction Size

The Company and its subsidiaries shall undertake the procedures applicable to related party transactions according to the type and size of each transaction as calculated under 3.1 and the approval authority prescribed under 3.2. Such procedures shall comply with the applicable requirements concerning the consideration and approval of transactions, information disclosure, and other relevant obligations, as follows:

Transaction Size	Applicable Procedures
Small size	**General Cases** Management shall prepare quarterly summary reports on related party transactions, together with the material details of each transaction and the necessary supporting documents, for submission to the Audit Committee and the Board of Directors for their information. In addition, the Company shall disclose information relating to such transactions in its Annual Registration Statement/Annual Report (Form 56-1 One Report), financial statements, or any other reports as required by applicable laws, rules, and regulations, in accordance with the criteria, procedures, and prescribed timelines established by the relevant regulatory authorities, as applicable. **Special Cases** The Company shall disclose the resolution of the Board of Directors approving the related party transaction, together with the relevant transaction information, through the electronic information disclosure system of the SET on the date on which the Board of Directors adopts the resolution or, at the latest, before the commencement of the first trading session on the following business day. Such disclosure shall contain all material information relating to the transaction as required by applicable laws, rules, and regulations governing information disclosure, to ensure that shareholders and investors are provided with accurate and sufficient information to assess the transaction.
Medium size	**General Cases** The Company shall disclose the resolution of the Board of Directors approving the related party transaction, together with the relevant transaction information, through the electronic information disclosure system of the SET on the date on which the Board of Directors adopts the resolution or, at the latest, before the commencement of the first trading session on the following business day.

Transaction Size	Applicable Procedures
	Such disclosure shall include all material information relating to the transaction as required by applicable laws, rules, and regulations governing information disclosure.
Large size	**<u>General Cases and Special Cases</u>** The Company shall comply with the applicable procedures and regulatory requirements as follows: **1. Disclosure of information relating to related party transactions** The Company shall disclose the resolution of the Board of Directors endorsing the related party transaction for submission to a shareholders' meeting for approval, together with the relevant transaction information, through the electronic information disclosure system of the SET on the date on which the Board of Directors adopts the resolution or, at the latest, before the commencement of the first trading session on the following business day. Such disclosure shall contain all material information required under the applicable regulations. **2. Appointment of an independent financial advisor** The Company shall appoint an independent financial advisor who possesses the qualifications and has obtained the requisite approval in accordance with the requirements of the SEC. The independent financial advisor shall prepare an opinion report addressing the reasonableness of the transaction; the appropriateness and fairness of the transaction price and terms; and the potential benefits and impacts on the Company and its shareholders. Such report shall be provided to shareholders to assist them in making an informed decision. **3. Preparation and distribution of the notice of the shareholders' meeting** The Company shall prepare and distribute the notice of the shareholders' meeting, together with the relevant supporting documents, to shareholders at least 14 days prior to the meeting date. The notice and supporting documents shall contain accurate, complete, and sufficient material information to enable shareholders to make an informed decision, including the opinions of the Board of Directors and the Audit Committee, as well as the

Transaction Size	Applicable Procedures
	opinion report of the independent financial advisor, as required by the applicable regulations. **4. Approval by the Shareholders' Meeting** The Company shall convene a shareholders' meeting to consider and approve the related party transaction. The resolution approving the transaction shall be passed by affirmative votes representing not less than three-fourths (3/4) of the total votes of shareholders attending the meeting and entitled to vote, excluding the votes of shareholders having an interest in the transaction, in accordance with the applicable regulations. Where the Audit Committee or the independent financial advisor is of the opinion that the related party transaction should not be undertaken, the Company may proceed with the transaction only if no shareholder, whether individually or jointly with other shareholders, holding shares carrying voting rights representing 10% or more of the total voting rights of shareholders attending the meeting and entitled to vote, objects to the transaction. **5. Reporting on Transaction Progress** Following approval by the shareholders' meeting, the Company shall monitor and report on the progress of the related party transaction in accordance with the criteria, procedures, and prescribed timelines established by the Capital Market Supervisory Board, the SEC Office, and the SET. Such reporting shall be carried out in accordance with the details specified in 3.4.

7. Reporting on the Progress of Connected Transactions Approved by a Shareholders' Meeting

The Company shall monitor and report on the progress of related party transactions approved by a shareholders' meeting in accordance with the criteria, procedures, and prescribed timelines established by applicable laws and relevant regulatory authorities. Such reporting shall continue until the transactions have been completed or cancelled, as applicable.

7.1 Event-Driven Reporting

In the event of the cancellation of a related party transaction, or the occurrence of any event that materially affects the Company's ability to carry out the transaction as approved by the shareholders' meeting, such as changes to the implementation timeline,

material terms and conditions, counterparties, or transaction value, the Company shall disclose information concerning such event through the electronic information disclosure system of the SET no later than the business day following the date on which the Company becomes aware, or ought reasonably to have become aware, of the event, subject to the applicable requirements and conditions.

Where such changes constitute material amendments to the transaction requiring additional approval, the Company shall comply with the consideration and approval procedures prescribed by applicable laws, rules, and regulations before implementing the relevant changes.

7.2 Periodic Reporting

The Company shall continue to report on the progress of related party transactions approved by a shareholders' meeting until the transactions have been completed or cancelled. Such reporting shall be conducted in accordance with the following reporting periods, deadlines, and disclosure channels:

Reporting Period	Reporting Deadline	Reporting Channel
1. Semi-Annual Reporting	By 31 January and 31 July of each year	Electronic information disclosure system of the SET
2. Annual Reporting	Within three months from the end of each financial year	Annual Registration Statement/Annual Report (Form 56-1 One Report)

All reports and disclosures relating to Connected Transactions shall contain complete material information as required by the applicable information disclosure requirements prescribed by the relevant regulatory authorities.

8. Transactions Exempt from Compliance with the Related Party Transaction Requirements

8.1 Loans Granted Under Employee Welfare Regulations

Loans granted in accordance with the employee welfare regulations applicable to employees and other personnel.

8.2 Transactions Involving Subsidiaries in Which the Company Holds More Than 90% of the Issued Shares

Transactions in which the counterparty to the Company, or both parties to the transaction, are subsidiaries in which the Company holds more than 90% of the total issued shares of the respective subsidiaries.

8.3 Issuance of New Securities to Connected Persons

The issuance of new securities by the Company or its subsidiaries to connected persons under any of the following circumstances:

- A connected person receives securities through the exercise of subscription rights in proportion to their existing shareholding (Rights Offering: RO). This includes an offering of securities pursuant to a shareholders' resolution under which securities are offered to all shareholders on an equal basis, except for certain shareholders to whom the offering is not extended because doing so would subject the Company to obligations under foreign laws (Preferential Public Offering: PPO).
- A connected person acts as an underwriter of securities on a firm commitment basis, provided that the terms and conditions of such underwriting arrangement have been fully and clearly disclosed in the prospectus.
- A connected person receives securities through an offering under an employee or executive securities ownership scheme (Employee Stock Ownership Plan: ESOP).

8.4 Transactions with Legal Entities Connected Solely through the Appointment of a Chief Executive

Transactions entered into by the Company or its subsidiaries with a connected person that is a legal entity in which the Company or its subsidiaries hold shares and to which they have appointed an individual to hold the highest executive position, provided that no other connected relationship exists between the Company or its subsidiaries and such legal entity.

9. Exemption from Compliance Obligations under the Related Party Transaction Requirements Where a Subsidiary Is a Listed Company

The Company shall be exempt from the compliance obligations under the related party requirements arising from transactions entered into by a subsidiary that is itself a listed company. In such circumstances, the listed subsidiary shall be solely responsible for complying with the related party transaction requirements applicable to the relevant transaction.

In considering such related party transactions, the Board of Directors of the Company and the board of directors of the subsidiary shall discharge their duties with responsibility, due care, and honesty, in accordance with their fiduciary duties, giving primary consideration to the best interests of the respective companies on whose boards they serve. In this regard, the Company and its subsidiary may consider adopting either of the following approaches:

Approach 1: The Company does not participate in the consideration or approval of the subsidiary's transaction

- Individuals who represent the Company and serve as directors of the subsidiary shall neither attend nor be entitled to vote at meetings of the subsidiary's board of directors in respect of agenda items concerning the consideration and approval of the subsidiary's related party transaction.

- Shares held by the Company in the subsidiary shall be excluded from the shares carrying voting rights in respect of agenda items concerning the approval of the related party transaction at the subsidiary's shareholders' meeting.

Approach 2: The Company participates in the consideration or approval of the Subsidiary's transaction, provided that connected persons are not involved in determining the Company's voting position

The Company may participate in the consideration and approval of the subsidiary's related party transaction, provided that connected persons are not involved in determining the Company's voting position in respect of the approval of such transaction at meetings of the subsidiary's board of directors or shareholders, as applicable. The following requirements shall be observed:

- Directors of the Company who have an interest in the transaction shall neither attend nor be entitled to vote at meetings of the Company's Board of Directors in respect of agenda items concerning the determination of the Company's voting position on the approval of the related party transaction at meetings of the subsidiary's board of directors or shareholders.
- The exercise of voting rights by the Company, through its representatives at meetings of the subsidiary's board of directors or in its capacity as a shareholder at the subsidiary's shareholders' meeting, as applicable, shall be in accordance with the voting position determined by a resolution of the Company's Board of Directors. Such resolution shall be considered and adopted independently, without influence from any connected person involved in the transaction.

10. Oversight and Monitoring of Compliance with Related Party Transaction Measure

The Audit Committee shall be responsible for reviewing related party transactions to ensure that such transactions are reasonable and fair, do not result in any improper transfer of benefits, and comply with the principles and conditions approved by the Board of Directors, as well as applicable laws, rules, and regulations.

Where the Audit Committee identifies any related party transaction that does not comply with the principles and conditions approved by the Board of Directors, or any indication of potential non-compliance with applicable laws, rules, or regulations, the Audit Committee shall report the relevant facts, observations, and recommendations to the Board of Directors. The Board of Directors shall then consider directing Management to rectify the identified deficiencies within an appropriate timeframe and to establish preventive measures to avoid the recurrence of similar incidents. Management shall report the results of the corrective actions to the Audit Committee and the Board of Directors for their information and follow-up, as appropriate.

Where the Audit Committee identifies any act or transaction that falls within the circumstances for which reporting is required by law, and the Board of Directors or Management fails to take corrective action within the period deemed appropriate by the Audit Committee, the Audit Committee shall report the relevant facts concerning such act

or transaction to the SEC Office and/or the SET, in accordance with the duties, requirements, and conditions prescribed by applicable laws and regulations.