

**Articles of Association  
of Amarin Printing and Publishing Public Company Limited**

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**Chapter 1 General Provisions**

- Clause 1. These Articles shall be called the Articles of Association of Amarin Printing and Publishing Public Company Limited, abbreviated in Thai as “บมจ. อมรินทร์พริ้นติ้ง แอนด์ พับลิซซิง” and in English as “AMARIN PRINTING AND PUBLISHING PUBLIC COMPANY LIMITED.”
- Clause 2. The term “Company” in these Articles refers to Amarin Printing and Publishing Public Company Limited.
- Clause 3. Any matters not stipulated in these Articles shall be governed by the provisions of the law governing public limited companies in all respects.

**Chapter 2 Issuance of Shares**

- Clause 4. The shares of the Company shall be ordinary shares with a par value of one (1) Baht each.
- Clause 5. Payment for shares must be made in full in a single installment. Subscribers or purchasers of shares shall not be entitled to set off any debts against the Company when making such payments.
- Clause 6. All share certificates of the Company shall be named certificates and must bear the signature or printed signature of at least one (1) director of the Company.
- Clause 7. If the Company assigns a share registrar, the assigned share registrar may sign or print their signature on the share certificates on behalf of the Company.
- Clause 8. The share registrar shall issue share certificates to shareholders within two (2) months from the date the registrar registers the Company, or from the date full payment for the shares is received in the case of newly issued shares after registration.
- Clause 9. In the event that any share certificate is lost, faded, or substantially damaged, the share registrar shall issue a new certificate to the shareholder within fourteen (14) days from the date of the request. The shareholder shall pay a fee of five (5) Baht per certificate.

Clause 10. The Company shall not own or pledge its own shares, except in the following cases:

- (1) The Company may repurchase shares from shareholders who vote against a resolution of the shareholders' meeting that amends the Articles of Association concerning voting rights and dividend entitlements, which such shareholders deem unfair.
- (2) The Company may repurchase shares for financial management purposes when it has retained earnings and excess liquidity, provided that such repurchase does not cause the Company to encounter financial difficulties.

Shares repurchased by the Company and held by the Company shall not be counted as part of a quorum in shareholders' meetings, and shall not carry voting rights or rights to receive dividends.

The Company must dispose of the repurchased shares within the period prescribed by law. If the Company is unable to dispose of all repurchased shares within the specified period, it must proceed to reduce its paid-up capital by canceling the remaining unsold registered shares.

The repurchase of shares, the disposal of repurchased shares, and the cancellation of unsold registered shares must be carried out in accordance with the rules and procedures prescribed by law.

Such repurchase of shares by the Company must be approved by the shareholders' meeting, except in the case where the repurchase does not exceed ten percent (10%) of the total paid-up capital, in which case it shall be under the authority of the Board of Directors.

Clause 11. By a resolution of the shareholders' meeting, the Company may issue the following instruments:

- 11.1 Preferred shares or preferred shares convertible into ordinary shares
- 11.2 Debentures or debentures convertible into ordinary shares
- 11.3 All types of equity and debt securities as prescribed by applicable laws
- 11.4 Warrants to subscribe for ordinary shares, investment units, or the securities specified in Clauses 11.1, 11.2, and 11.3

### Chapter 3 Share Transfers

- Clause 12. The Company's shares may be transferred without restriction, except in the following cases:
- 12.1 If the share transfer causes the Company to lose rights or benefits entitled under the law;
- 12.2 If the share transfer results in foreign shareholders holding more than 30 (thirty) percent of the total issued shares of the Company.
- Clause 13. A share transfer shall be valid upon the transferor endorsing the share certificate by specifying the name of the transferee, signing both the transferor's and transferee's names, and delivering the share certificate to the transferee.
- The transfer shall be effective against the Company when the Company's share registrar receives a request to register the transfer and shall be effective against third parties once the share registrar has recorded the transfer.
- If the Company's share registrar determines that the share transfer is legally valid, the share registrar shall register the transfer within 14 (fourteen) days from the date the request is received. If the share transfer is invalid, the share registrar shall notify the applicant within 7 (seven) days.
- Clause 14. If a transferee wishes to obtain a new share certificate, a written request must be submitted to the Company's share registrar, signed by the transferee and certified by one witness, along with returning the original share certificate. The share registrar shall record the transfer within 7 (seven) days and issue a new share certificate within 1 (one) month from the date of receiving the request.
- Clause 15. In the event of the shareholder's death or bankruptcy, resulting in another person becoming entitled to the shares, such person must submit valid legal documentation. Upon complete submission of such documentation, the share registrar shall record the transfer and issue a new share certificate within 1 (one) month from the date the complete documents are received.
- Clause 16. The Company may suspend the registration of share transfers during the 21 (twenty-one) days prior to each shareholders' meeting by notifying shareholders in advance at the head office and all branch offices of the Company, at least 14 (fourteen) days prior to the commencement of the suspension period.

- Clause 17. For preferred shares or convertible debentures, conversion into ordinary shares shall be effected upon submission of a conversion request to the share registrar along with the surrender of the existing certificates. The conversion shall be effective as of the request submission date. A new share certificate shall be issued by the registrar within 14 (fourteen) days from the date the request is received.
- Clause 18. If the Company's shares are listed on the Stock Exchange of Thailand or traded in an over-the-counter (OTC) market and/or derivatives exchange (FUTURE), the issuance and transfer of share certificates shall comply with applicable laws and regulations.
- Clause 19. The transfer of securities issued pursuant to Clause 11 shall be governed by the applicable laws and regulations relevant to the type of securities issued.

#### **Chapter 4 Board of Directors**

- Clause 20. The Company shall have a Board of Directors consisting of not fewer than 5 (five) directors. At least three-fourths of the total number of directors must be of Thai nationality, and not less than half of the total number of directors must have their residence in the Kingdom of Thailand.
- Clause 21. The election of the Company's directors shall be conducted at a shareholders' meeting in accordance with the following rules and procedures:
- 21.1 Each shareholder shall have one vote per share.
- 21.2 In the election of directors, the voting may be conducted individually for each director, or by voting for multiple directors as a group, or by any other method as the shareholders' meeting deems appropriate. However, in each voting, shareholders must cast their votes using the full number of votes they are entitled to under Clause 21.1. Shareholders are not allowed to divide their votes between individual directors or groups.
- 21.3 The election of directors shall be determined by a majority vote. In the event of a tie, the chairman of the meeting shall cast the deciding vote.
- Clause 22. At every Annual General Meeting, one-third of the directors shall retire from office. If the number of directors cannot be divided exactly into three parts, the number closest to one-third shall retire.
- In the first and second years following the registration of the Company, the

directors who shall retire shall be determined by drawing lots. In subsequent years, the directors who have held office the longest shall retire.

A retiring director under this clause may be re-elected.

Clause 23 Apart from retirement by rotation, a director shall vacate office upon:

23.1 Death

23.2 Resignation

23.3 Lacking qualifications or possessing prohibited characteristics as specified under the law on public limited companies

23.4 Removal by resolution of the shareholders' meeting under Clause 26

23.5 Court order for removal

Clause 24 A director wishing to resign shall submit a resignation letter to the Company. The resignation shall be effective from the date the letter reaches the Company.

The resigning director under paragraph one may also notify the Registrar of the resignation.

Clause 25 Subject to Clause 28, in the event that a director's position becomes vacant for any reason other than retirement by rotation, the Board of Directors shall appoint a qualified person who does not possess any of the prohibited characteristics under the law on public limited companies as a replacement director at the next Board meeting, unless the remaining term of office is less than two months.

The replacement director shall hold office only for the remaining term of the director being replaced.

The resolution of the Board of Directors under paragraph one must be passed by a vote of not less than three-fourths of the number of remaining directors.

Clause 26 The shareholders' meeting may pass a resolution to remove any director before the end of their term with a vote of not less than three-fourths of the shareholders present and entitled to vote, provided that such shareholders collectively hold not less than half of the shares held by shareholders present and entitled to vote at the meeting.

Clause 27 In the event that the entire Board of Directors vacates their positions, the outgoing directors shall remain in office to perform necessary duties for the continuation of the Company's business until the new Board of Directors assumes office, unless otherwise ordered by the court in the case of a vacancy under Clause 23.5.

The outgoing Board of Directors must arrange a shareholders' meeting to elect a new Board of Directors within one (1) month from the date of their departure. Notice of the meeting shall be sent to shareholders no fewer than fourteen (14) days prior to the meeting date.

Clause 28. In the event that the number of directors becomes less than the number required for a quorum, the remaining directors may act on behalf of the Board of Directors only to convene a shareholders' meeting for the purpose of electing directors to fill all vacant positions.

Such a meeting shall be held within one (1) month from the date the number of directors becomes insufficient for a quorum. The newly elected directors shall serve only for the remaining term of the directors whom they replace.

Clause 29. A director may or may not be a shareholder of the Company.

Clause 30. The Board of Directors shall elect one director as Chairman of the Board. If deemed appropriate, the Board may also elect one or more directors as Vice Chairman(s). A Vice Chairman shall have the duties specified in these Articles of Association or as assigned by the Chairman.

Clause 31. A quorum for a meeting of the Board of Directors shall consist of not less than one-half of the total number of directors. If the Chairman of the Board is absent or unable to perform their duties and a Vice Chairman is present, the Vice Chairman shall preside over the meeting. If no Vice Chairman is present or able to perform such duties, the directors present shall elect one among themselves to preside over the meeting.

The Chairman of the meeting may determine that directors attend and conduct the meeting through electronic media, subject to the conditions and requirements of relevant laws.

Decisions of the Board shall be made by a majority vote. Each director shall have one vote, except directors who have an interest in any matter shall not be entitled to vote on that matter. In the event of a tie vote, the Chairman of the meeting shall have a casting vote.

Clause 32. A notice of a Board meeting shall be sent by the Chairman or a person assigned by the Chairman to all directors at least seven days prior to the meeting date. However, in urgent cases to preserve the rights or interests of the Company, the meeting may

be called by other methods and scheduled earlier than the above period.

In sending the notice of the meeting and supporting documents for a meeting to be held via electronic media, such actions may be carried out in accordance with the methods and timeframes specified by applicable laws or the relevant regulations governing such meetings. Alternatively, the notice and documents may be sent via electronic mail. However, the delivery must still adhere to the prescribed timeframe and be published in a newspaper as required by the applicable laws or regulations.

Clause 33. The directors shall perform their duties in accordance with the law, the Company's objectives, the Articles of Association, and the resolutions of the shareholders' meetings.

The Board of Directors may delegate authority to one or more directors or to any other person to perform any act on its behalf.

Clause 34. No director shall operate a business, be a partner in a partnership, or be a director in any other legal entity that conducts a business of the same nature and in competition with the business of the Company, unless prior notice is given to the shareholders' meeting before the resolution for such appointment is passed.

Clause 35. The Board of Directors must notify the Company without delay if they have any direct or indirect interest in any contract made with the Company, or if there is any increase or decrease in their shareholding or debenture holding in the Company or its affiliates.

Clause 36. Any director who purchases or sells property to the Company, or engages in any business transaction with the Company, whether in their own name or on behalf of another person, without the approval of the Board of Directors, shall render such transaction non-binding on the Company.

Clause 37. The Company shall not provide loans to directors, employees, or staff, except in cases of loans granted under an employee welfare policy officially announced, or loans permitted under the Commercial Banking Act, the Life Insurance Act, or other relevant laws.

A loan provided to the following;

- (a) spouse or minor child of a director, employee, or staff member;
- (b) general partnership in which such director, employee, staff member, or person under (a) is a partner;

- (c) limited partnership in which such director, employee, staff member, or person under (a) is a partner with unlimited liability;
- (d) company or private firm in which such director, employee, staff member, or person under (a) holds more than half of the total shares;

shall be deemed a loan to a director, employee, or staff member under the first paragraph. For the purposes of this Clause, a loan shall include guarantees, bill purchases or discounts, and collateral provided in relation to the loan.

- Clause 38. The Company shall maintain a register of directors, minutes of the Board of Directors' meetings, and minutes of shareholders' meetings, which must be kept at the Company's head office.
- Clause 39. The Board of Directors shall hold meetings at least once every three months at the location of the Company's head office, branch office, or a nearby province.
- Clause 40. The authority to bind the Company shall require the signatures of any two directors jointly affixed with the Company's seal.
- Clause 41. The Board of Directors shall have the authority to determine and amend the list of directors authorized to sign and bind the Company in any transaction, and may also prescribe the conditions under which such directors may sign on behalf of the Company.
- Clause 42. Payment of money or other property to directors shall be subject to approval by the shareholders' meeting. The shareholders' meeting may determine a fixed amount or establish guidelines, and may determine such compensation on a case-by-case basis or as an ongoing arrangement until changed.
- Clause 43. The provision in Clause 42 shall not affect the rights of employees or staff of the Company who are elected as directors to receive remuneration and benefits in their capacity as employees or staff of the Company.

### **Chapter 6 Executive Committee**

- Clause 44. The Board of Directors may appoint a number of directors as it deems appropriate to form an Executive Committee, which shall have the authority and duties to oversee the Company's operations as delegated by the Board of Directors. Among these members, one shall be appointed as the Chairman of the Executive Committee.  
  
Members of the Executive Committee shall be entitled to receive remuneration and

gratuities as determined by the Board of Directors. However, this shall not affect the rights of any Executive Committee member to receive other remuneration or benefits in their capacity as a director under these Articles of Association.

The Executive Committee shall convene meetings or call meetings as it deems appropriate, and the provisions of Clauses 31 and 33 shall apply mutatis mutandis.

### **Chapter 7 Shareholders' Meetings**

Clause 45. The Board of Directors shall convene an Annual General Meeting of Shareholders within four (4) months from the end of the Company's fiscal year. Any other meeting of shareholders apart from the aforementioned shall be called an Extraordinary General Meeting.

The Board of Directors may call an Extraordinary General Meeting at any time it deems appropriate.

One or more shareholders holding in aggregate no less than ten percent (10%) of the total number of issued shares may collectively submit a written request to the Board of Directors to call an Extraordinary General Meeting at any time. The written request must clearly state the subject and reasons for the meeting. In such cases, the Board of Directors shall arrange a shareholders' meeting within forty-five (45) days from the date of receipt of the request.

If the Board of Directors fails to convene the meeting within the period specified in the third paragraph, the shareholders who submitted the request or other shareholders holding the required aggregate number of shares may convene the meeting themselves within forty-five (45) days from the end of the period mentioned above. In such cases, the meeting shall be deemed to have been called by the Board of Directors, and the Company shall bear all reasonable costs incurred in convening and facilitating the meeting.

In the event that a shareholders' meeting called by shareholders under the fourth paragraph cannot form a quorum as prescribed in these Articles of Association, the shareholders who called the meeting shall jointly bear the expenses incurred from organizing such meeting.

Clause 46. When convening a shareholders' meeting, the Board of Directors shall prepare a notice of the meeting specifying the place, date, time, agenda, and the matters to be presented to the meeting together with appropriate details. The notice must be delivered to the shareholders and the registrar not less than seven (7) days prior to the date of the meeting and must be published in a newspaper for three (3) consecutive days, not less than three (3) days before the meeting.

Clause 47. At a shareholders' meeting, no fewer than twenty-five (25) shareholders or proxy holders (if any), or not less than half of the total number of shareholders (whichever is lower), must be present to constitute a quorum. In either case, the attending shareholders must collectively hold not less than one-third of the total number of issued shares.

In the event that, after one hour from the scheduled meeting time, the quorum is not met, if the meeting was called upon the request of shareholders, such meeting shall be cancelled. However, if the meeting was not called at the request of shareholders, the meeting shall be reconvened and a new notice shall be sent to the shareholders at least seven (7) days prior to the new meeting date. At the reconvened meeting, a quorum is not required.

At a shareholders' meeting, the Chairman of the Board shall preside over the meeting. In the event that the Chairman is absent or unable to perform his duties, the Vice Chairman shall act as chairman. If there is no Vice Chairman or the Vice Chairman is unable to perform his duties, the shareholders attending the meeting shall elect one among themselves to act as the chairman of the meeting.

Clause 48. Resolutions of the shareholders' meeting shall be passed by the following votes:

48.1 The decision or resolution of the shareholders' meeting shall be made by voting. Regardless of the method used, each share shall carry one vote, except in cases where the company has issued preferred shares with fewer voting rights than common shares.

48.2 In general cases, a resolution shall be passed by a majority vote of the shareholders attending the meeting and casting their votes. In the event

of a tie, the chairman of the meeting shall cast an additional deciding vote.

48.3 In the following cases, a resolution shall require not less than three-fourths of the total votes of the shareholders attending the meeting and eligible to vote:

- (a) The sale or transfer of all or a substantial part of the company's business to another person;
- (b) The purchase or acceptance of transfer of business of another company or private company by the company;
- (c) The execution, amendment, or termination of a contract relating to the lease of all or a substantial part of the company's business;
- (d) The assignment of another person to manage the company's business or the amalgamation with another person with the aim of profit and loss sharing;
- (e) An increase or reduction of the company's capital;
- (f) The issuance of debentures;
- (g) The merger or dissolution of the company.

Clause 49. The following businesses shall at least be conducted at the Annual General Meeting of Shareholders:

- (1) To acknowledge the report of the Board of Directors on the Company's operations during the past year;
- (2) To approve the balance sheet and the profit and loss statement;
- (3) To approve the allocation of profits;
- (4) To elect directors to replace those retiring by rotation;
- (5) To appoint the auditor and determine the audit fee;
- (6) Other businesses.

Clause 50. The Company shall submit a list of shareholders as of the date of the Annual General Meeting, specifying their names, nationalities, addresses, number of shares held, and share certificate numbers to the Registrar within one (1) month from the conclusion of the meeting.

## Chapter 8 Accounting, Finance, and Audit

- Clause 51. The Company's fiscal year shall commence on January 1 and end on December 31 of every year.
- Clause 52. The Company shall prepare and maintain accounts and arrange for audits in accordance with the relevant laws, and shall prepare a balance sheet and profit and loss account at least once every 12 months, which constitutes the Company's accounting period.
- Clause 53. The Board of Directors shall prepare the balance sheet and profit and loss account as of the end of the Company's fiscal year for submission to the Annual General Meeting of Shareholders for approval. The Board of Directors shall have the auditor complete the audit prior to submission to the shareholders' meeting.
- Clause 54. The Board of Directors shall deliver the following documents to the shareholders together with the notice of the Annual General Meeting:
- (1) A copy of the audited balance sheet and profit and loss account, along with the auditor's report;
  - (2) The Board of Directors' annual report.
- Clause 55. No dividend shall be paid from funds other than profits. In the event that the Company has retained losses, no dividend shall be paid.
- Dividends shall be distributed according to the number of shares, equally per share.
- Subject to the resolution of the shareholders' meeting, dividends may be paid in whole or in part in the form of stock dividends by issuing new ordinary shares to the shareholders.
- In cases where the Company has not yet fully issued its registered shares or has already registered a capital increase, the Company may pay dividends in whole or in part in the form of new ordinary shares upon approval from the shareholders' meeting.
- The Board of Directors may, from time to time, declare interim dividends when it

is of the opinion that the Company has sufficient profit to do so, and shall report such dividend payment to the next shareholders' meeting.

Dividend payments must be made within one (1) month from the date of the resolution of the shareholders' meeting or the Board of Directors, as the case may be. Written notice shall be sent to shareholders, and the dividend payment notice shall also be published in a newspaper.

Clause 56. The Company shall allocate a portion of its annual net profit as a reserve fund of not less than five percent (5%) of the annual net profit, less the accumulated losses brought forward (if any), until the reserve fund reaches not less than ten percent (10%) of the registered capital.

Upon approval from the shareholders' meeting, the Company may transfer the legal reserve, share premium reserve, or other reserves to offset the accumulated losses.

In such case, other reserves shall be offset first, followed by the legal reserve and then the share premium reserve, in that order.

Clause 57. The auditor shall not be a director, employee, staff member, or person holding any position or duty within the Company.

Clause 58. The auditor shall have the authority to inspect the accounts, documents, and other evidence related to the Company's income, expenses, assets, and liabilities during business hours. The auditor shall have the right to question directors, employees, staff members, persons holding any positions, or representatives of the Company, and may request explanations or documents related to the Company's operations.

Clause 59. The auditor is obligated to attend every shareholder's meeting where the balance sheet, profit and loss account, and accounting-related matters are considered, in order to provide clarification on the audit process to the shareholders. The Company shall provide the auditor with the reports and documents that the shareholders are entitled to receive at such meeting.

### Chapter 9 Capital Increase and Capital Reduction

- Clause 60. The Company may increase its capital from the registered amount by issuing new shares, provided that:
- 60.1 All existing shares have been issued and fully paid up; or, in cases where there are still unissued shares, such remaining shares must be reserved for convertible securities or warrants as specified in Clause 11.
- 60.2 A resolution has been passed by the shareholders' meeting with not less than three-fourths ( $\frac{3}{4}$ ) of the total votes of the shareholders present and entitled to vote.
- 60.3 The resolution to increase capital must be registered with the Registrar within fourteen (14) days from the date of the shareholders' resolution.
- Clause 61. The newly issued shares under Clause 60 may be offered in whole or in part, and may be offered to existing shareholders in proportion to their existing shareholding, or offered to the public or to other persons, either in whole or in part, in accordance with the resolution of the shareholders' meeting.
- In allocating the newly issued shares as mentioned above, the shareholders' meeting may authorize the Board of Directors to determine the offering price, number of shares, offering date, and subscription ratio as deemed appropriate.
- Clause 62. The Company may reduce its registered capital by reducing the par value of each share or by reducing the number of shares, provided that the capital shall not be reduced to less than one-fourth ( $\frac{1}{4}$ ) of the total capital.
- In the event that the Company has accumulated losses and has already offset such losses in accordance with Clause 56 but still has remaining accumulated losses, the Company may reduce its capital to less than one-fourth ( $\frac{1}{4}$ ) of the total capital.
- The reduction in par value or the number of shares as stated above may be effected only upon approval of the shareholders' meeting with not less than three-fourths ( $\frac{3}{4}$ ) of the total votes of the shareholders present and entitled to vote, and the resolution must be registered within fourteen (14) days from the date of such resolution.

### Chapter 10: Additional Provisions

Clause 63. In the event that the Company or its subsidiaries enter into a connected transaction, or a transaction involving the acquisition or disposition of assets of the Company or its subsidiaries as defined under the notifications of the Stock Exchange of Thailand applicable to connected transactions or the acquisition or disposition of assets of listed companies, as the case may be, the Company shall comply with the rules, procedures, and disclosure requirements as prescribed by such notifications.

Clause 64. The Company's seal shall be as affixed below.



Clause 65. In the event that any provision of these Articles of Association requires amendment or revision, such amendment may be made by a resolution of the shareholders' meeting in accordance with applicable laws.

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