

**PRICING SUPPLEMENT  
(TRANCHE 1)**

**Pricing Supplement dated 27 May 2025**

**WTK CAPITAL SDN BHD  
(Registration No. 202001031031 (1387351-A))**

**SUKUK WAKALAH PROGRAMME OF RM1.0 BILLION IN NOMINAL VALUE**

**Tranche No. 1  
Series No. 1**

**Issue of RM20,000,000.00 Nominal Value of Sukuk Wakalah**

This document (“**Pricing Supplement**”) is issued to give details of an issue of Sukuk Wakalah under the Sukuk Wakalah Programme by **WTK CAPITAL SDN BHD** (Registration No. 202001031031 (1387351-A)) (“**Issuer**”).

This Pricing Supplement is to be read in conjunction with the terms and conditions of the Sukuk Wakalah (“**Conditions**”) set out in the trust deed dated 9 May 2025 made between the Issuer and **MALAYSIAN TRUSTEES BERHAD** (Registration No. 197501000080 (21666-V)) as the trustee (“**Sukuk Trustee**”), which is made a part hereof as if set forth herein and all documents incorporated by reference therein (collectively, the “**Trust Deed**”). Unless otherwise defined in this Pricing Supplement, capitalised terms used herein have the same meaning as the words and expressions defined in the Conditions (as set out in Schedule 4 (*Conditions*) of the Trust Deed).

The establishment of the Sukuk Wakalah Programme and the issuance of the Sukuk Wakalah under the Sukuk Wakalah Programme has each been duly authorised by a resolution of the board of directors’ of the Issuer passed on 10 September 2024.

The Issuer has authorised **RHB INVESTMENT BANK BERHAD** (Registration No. 197401002639 (19663-P)) (“**Lead Manager**”) to circulate or distribute this Pricing Supplement on its behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the Sukuk Wakalah to prospective investors who fall within the ambit of the Selling Restrictions for the purpose of the offer for subscription and issue of the Sukuk Wakalah described herein pursuant to the Sukuk Wakalah Programme and that no further evidence of authorisation is required.

This Pricing Supplement is for information purposes only and does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction.

This Pricing Supplement and its contents are strictly confidential and are made strictly on the basis that the recipient shall ensure that they will remain confidential. Accordingly, this Pricing Supplement and its contents, or any information, which is made available in connection with any further enquiries, must be held in complete confidence.

This Pricing Supplement is sent to selected persons who fall within the ambit of the Selling Restrictions. Any person who receives this Pricing Supplement who does not fall within the ambit of the Selling Restrictions must immediately notify the Lead Manager and return this Pricing Supplement to the Lead Manager or the Issuer.

In the event that there is any contravention of this confidentiality undertaking or there is reasonable likelihood that this confidentiality undertaking may be contravened, the Issuer may, at its discretion,

apply for any remedy available to the Issuer whether at law, equity, including without limitation, injunctions. The Issuer is entitled to fully recover from the contravening party all costs, expenses and losses incurred and/or suffered, in this regard. For the avoidance of doubt, the recipient, the recipient's professional advisers, directors, employees and any other persons who may receive this Pricing Supplement or any part of it from the recipient shall be deemed to have agreed to abide by this confidentiality undertaking.

The recipient must return this Pricing Supplement and any other information in connection therewith to the Lead Manager promptly upon the Lead Manager's request.

The Trust Deed and the supplemental(s) to the Trust Deed (if any) is/are available for viewing during normal business hours at the registered office of the Issuer at Bangunan Hung Ann, No. 1, Jalan Bujang Suntong, 96000 Sibu, Sarawak.

**\*THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR ISSUANCE OF THE SUKUK WAKALAH IS SUBJECT TO THE SELLING RESTRICTIONS. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER, THE LEAD ARRANGER AND THE LEAD MANAGER TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTION. FOR A DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND ISSUANCE OF THE SUKUK WAKALAH AND ON DISTRIBUTION OF THIS PRICING SUPPLEMENT, SEE "SELLING RESTRICTIONS" IN THE TRUST DEED.**

This document constitutes the Pricing Supplement relating to the issue of Sukuk Wakalah under the Sukuk Wakalah Programme. Terms used herein shall be deemed to be defined under the principal terms and conditions for the Sukuk Wakalah Programme.

**Pricing Supplement No. : 1**

**Tranche No. : 1**

**Series No. : 1**

- 1. Issuer : WTK CAPITAL SDN BHD**  
(Registration No. 202001031031 (1387351-A))
- 2. Tranche Nominal Value : RM20,000,000.00**
- 3. Tranche Issue Price : RM20,000,000.00**
- 4. Series Nominal Value : RM5,000,000.00**
- 5. Series Issue Price : RM5,000,000.00**
- 6. Tenure of Sukuk Wakalah : 5 years**
- 7. Periodic Distribution Rate : Please refer to the Tranche 1 Deed of Covenants**  
**(%) (if applicable)**
- 8. Frequency of Periodic : Please refer to the Tranche 1 Deed of Covenants**  
**Distributions**  
**(if applicable)**
- 9. Ceiling Rate (%) (if : 12%**  
**applicable)**


10. **Details on Utilisation of Proceeds** : For working capital, and/or other requirements related to the core business activities by the WTK Group, except for subsidiaries involved in the food business and repayment of existing borrowings/ financing acceptable to the Tranche 1 Lead Manager.
11. **Issue Date** : 1<sup>st</sup> issuance date – 30 May 2025
12. **Tenure** : 5 years
13. **Scheduled Dissolution Date** : 30 May 2030
14. **Principal Instalments** : Please refer to the Tranche 1 Deed of Covenants  
(if applicable)
15. **Details of Credit Rating** : Please refer to the Tranche 1 Deed of Covenants
16. **Details of applicable assets charged or to be charged under the Tranche Security** (if applicable) : Please refer to the Tranche 1 Deed of Covenants
17. **List of Tranche Security to secure the Tranche of Sukuk Wakalah** (if applicable) : Please refer to the Tranche 1 Deed of Covenants
18. **Details of Tranche Guarantee** (if applicable) : Please refer to the Tranche 1 Deed of Covenants
19. **Details of Designated Accounts applicable to the Tranche of Sukuk Wakalah** (if applicable) : Please refer to the Tranche 1 Deed of Covenants
20. **Additional Positive Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 1 Deed of Covenants
21. **Additional Negative Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 1 Deed of Covenants
22. **Additional Information Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 1 Deed of Covenants
23. **Additional Financial Covenants applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 1 Deed of Covenants

24. **Additional Representation and Warranties applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 1 Deed of Covenants
25. **Additional Dissolution Events applicable to the Tranche of Sukuk Wakalah** : Please refer to the Tranche 1 Deed of Covenants
26. **Other Conditions** : Please refer to the Tranche 1 Deed of Covenants

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. The Issuer confirms that having made all enquiries as were reasonable, the information contained in this Pricing Supplement is in accordance with the facts and is not false, misleading and there is no omission of any material information.

Signed on behalf of the Issuer:

By :   
Duly authorised signatory  
Datin Sri Annie Wong Haw Bing  
661029-71-5180