

14. STATUTORY AND OTHER INFORMATION

14.1 SHARE CAPITAL

- (i) No Shares will be allotted or issued on the basis of this Prospectus later than six (6) months after the date of issue of this Prospectus.
- (ii) As at the date of this Prospectus, we have only one (1) class of share in our Company, being the Shares, all of which rank *pari passu* with one another. There are no special rights attached to our Shares.
- (iii) Save as disclosed in this Prospectus, no shares and/or debentures, warrants, options, convertible securities or uncalled capital of our Company or our subsidiary companies have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the two (2) preceding years from the date of this Prospectus.
- (iv) Save for the Pink Form Allocations, there is no other scheme involving our Directors and employees in the capital of our Group.
- (v) As at the date of this Prospectus, neither our Company nor our Subsidiaries has any outstanding convertible debt securities.
- (vi) There is no limitation on the right to own our Shares, including limitations on the right of non-residents or foreign shareholders to hold or exercise their voting rights on our Shares imposed by law or by the constituent documents of our Company.

14.2 EXTRACTS OF OUR CONSTITUTION

The following provisions are extracted from our Constitution and are qualified in its entirety by the remainder of our Constitution and by applicable law. The words and expressions appearing in the following provisions shall bear the same meanings used in our Constitution unless otherwise defined or the context otherwise requires: -

Words	Definition
“Appointing Director”	A director who appoints an alternate director under Clause 168.
“Benefits”	This term, when used in relation to benefits payable or to be given to directors, means any benefit referred to in Section 230(1) of CA.
“Convertible Securities”	This term is used in Rule 1.01 of AMLR. It means securities which may be converted or be exercised (by their terms of issue), into shares.
“Deposited Share or Depository Shares”	A share which is a Deposited Security.
“Depository”	This term means Bursa Malaysia Depository Sdn. Bhd., the depository of the Company’s shares prescribed under Section 14 of SICDA. This term can also mean another depository acting as such a depository, approved to be a central depository under SICDA. Successors-in-title and permitted assigns are also included in this term.
“DR”	Rules of the Depository. It covers the Procedural Manuals (as meant in those rules).

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“Existing Shares”	Shares in issue at the relevant time.
“General Meeting”	A meeting of shareholders held in accordance with the Constitution. This includes any General Meeting held as the Company’s Annual General Meeting.
“Laws”	CA, SICDA, and all regulations, DR, practice notes, practice directives and guidelines made under them.
“Listed Security or Listed Securities”	A security or securities of the Company admitted to the Official List.
“Non-Depository Shares”	This term is used to mean shares which are not Deposited Shares.
“Pay”	This term, when used in relation to the payment of commission, means a payment of commission in Section 80 of CA. For other times, when used elsewhere, this term can cover any kind of reward or payment for services.
“Person or People”	These terms cover corporate bodies and unincorporated bodies, established anywhere. They do not, however, cover unincorporated bodies, when used in relation to transfers or registration of shareholders which involve Deposited Shares and these bodies are not allowed or recognised under SICDA or DR.
“Registered Office”	The Company’s registered office.
“Registrar”	The Company’s registrar.
“Representative”	A person or persons authorised to act as representative of a corporation which is a shareholder, under Section 333 of CA.
“Rights”	This term, when used in relation to the rights of a share means, the rights attached to the share, when issued, or afterwards.
“ROM”	Register of members of the Company kept under CA.
“Securities”	The meaning of this term is as meant by Section 2 of CMSA.
“Share Scheme”	A scheme which involves a new issue of the Company’s shares or grant of the Company’s existing or new shares to eligible directors and employees of the Company or its subsidiaries.
“Shareholders”	Holders of the Company’s shares. Where those shares are deposited with the Depository under SICDA and DR, it must be a person whose name appears on the ROD as

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the holder of such shares and treated as a member of the Company under Section 35 of SICDA. This is subject to SICDFOR and the Constitution. This term does not also include, the Depository in its capacity as a bare trustee or nominee company. Where those shares are not deposited and do not need to be deposited under SICDA, it must be a person whose name appears in the ROM.

“SICDA” Securities Industry (Central Depositories) Act 1991 (Act 453).

“SICDFOR” Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996.

“Written or In Writing” In writing or in any way representing or copying words legibly so that they are permanent. It includes, anything in electronic form. It may also be partly in one form and partly in another. Where used in relation to notices of meeting, it must be in hard copy or electronic form in the way allowed by Sections 319 and 320 of CA, subject to AMLR. Where used in another context, it must be in a form allowed or not prohibited by CA or AMLR.

(a) Remuneration, voting and borrowing powers of Directors

The provision in our Constitution dealing with remuneration, voting and borrowing powers of Directors are as follows: -

Clause 175 – Directors’ fees and benefits

“175. The fees and benefits payable to the directors shall be subject to annual shareholders’ approval at the Annual General Meeting of the Company and shall (unless such resolution otherwise provides) be divisible among the directors as they may agree provided always that:

- (a) fees payable to non-executive directors shall be a fixed sum and not by a commission on or percentage of turnover or profits;
- (b) any fee paid to an alternate director shall be agreed between himself and the appointing director and shall be paid out of the remuneration of the latter; and
- (c) fees and benefits payable to directors shall not be increased except pursuant to an ordinary resolution passed at a General Meeting, where notice of the proposed increase has been given in the notice convening the meeting.

Salaries and other emoluments payable to executive directors shall from time to time be determined by the Board and need not be determined by the shareholders at a General Meeting but such salaries and emoluments shall not include a commission on or percentage of turnover.”

Clause 176 – Directors’ expenses

“176. The Board can also repay to a director all expenses incurred in relation to the following:

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176.1. attending and returning from shareholders' meetings, Board meetings or Board committee meetings; or

176.2. expenses incurred in any other way in connection with the Company's business."

Clause 177 and 178 – Extra fees

"177. The Board can award extra fees to a director who:

177.1. holds an executive position;

177.2. acts as chairman or deputy chairman; or

177.3. serves on a Board committee or board at the request of the Board."

"178. If by arrangement with the directors, any director shall perform or render any special duties or services outside his ordinary duties as a director in particular without limiting to the generality of the foregoing if any director being willing shall be called upon:

178.1. to perform extra services;

178.2. to make any special efforts in going or residing away from his usual place of business or residence for any of the purposes of the Company; or

178.3. in giving special attention to the business of the Company as a member of a committee of the Board,

the Company may remunerate such director a special remuneration in addition to his directors' fees and such special remuneration may be by way of a fixed sum or otherwise as may be arranged."

Clause 179, 180 and 181 – Pensions and other benefits

"179. Subject to AMLR, the Board can decide whether to provide:

179.1. pensions;

179.2. annual payments; or

179.3. other allowances or benefits,

to any people including people who are or who were directors of the Company. The Board can decide to extend these arrangements to relations or dependants of, or persons connected to, these people. The Board can also decide to contribute to a scheme or fund or to pay premiums to a third party for these purposes."

"180. The Company can only provide pensions and other similar benefits to:

180.1. people who are or were directors; and

180.2. relations or dependants of, or persons connected to, those directors or former directors.

The receipt of a benefit of any kind given in accordance with this Clause does not prevent a person from being or becoming a director of the Company.

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Shareholders must approve the matters in Clauses 175 to 179 as far as the CA and AMLR require in relation to directors' fees and benefits."

"181. Shareholders must approve the matters in Clauses 175 to 179 as far as the CA and AMLR require in relation to directors' fees and benefits."

Clause 190 – Voting at Board meetings

"190. Matters for decision which arise at a Board meeting will be decided by a majority vote. If the votes are equal, the chairman of the meeting shall have a second casting vote and only such a quorum is present at the meeting. However, the chairman will not have a second casting vote where only 2 directors form the quorum or at which only 2 directors are competent to vote on the question at issue."

Clause 197, 198, 199, 200, 201 – When directors can vote on things

"197. A director cannot vote on a resolution in regard to a contract in which such director (or a person connected with the director) has, directly or indirectly, an interest. If such director does vote, such vote will not be counted."

"198. A director is counted in the quorum for a Board meeting in relation to a resolution although the director is not entitled to vote."

"199. A director is not interested in a contract where Sections 221(2) or (3) of CA say that they are not. This Clause does not affect any equitable principle or rule of law relating to directors not being treated as interested. This Clause is subject to AMLR."

"200. This Clause applies if the Board is considering proposals to appoint two (2) or more directors to hold positions in the Company or any company in which the Company has an interest. It also applies if the Board is considering fixing or varying the terms of such appointment. These proposals can be tabled separately for each of the proposed directors. If this is done, each proposed director can vote (unless the proposed director is prevented from voting under Clause 197) and be counted in the quorum for each resolution."

"201. If a question is raised at a meeting on whether a director (other than the chairman of the meeting) has any interest or whether the director can vote or be counted in the quorum, and the director does not agree to abstain from voting on the question or not be counted in the quorum, the question must be referred to the chairman of the meeting. The chairman's ruling on the director is conclusive, unless the nature or extent of the director's interests has not been fairly disclosed to the Board. If the question is raised on the chairman of the meeting, the question will be decided by a resolution of the Board. The chairman cannot vote on the question but can be counted in the quorum. The Board's resolution on the chairman is conclusive, unless the nature or extent of the chairman's interests has not been fairly disclosed to the Board."

Clause 223 – Borrowing powers

"223. To the extent that CA, AMLR and the Constitution allow, the Board can exercise all the powers of the Company to:

223.1. borrow money;

223.2. mortgage or charge all or any part of the Company's undertakings, businesses, properties and assets (present and future);

223.3. issue debentures and other securities; and

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223.4. give security (including (without limitation), guarantees, indemnities and mortgages and charges) either outright or as collateral security, for a debt, liability or obligation of the Company or another person.”

(b) Changes to Share Capital

The provision in our Constitution dealing with changes to our share capital are as follows: -

Clause 21 – Shares and special rights

“21. The Company can issue new shares and attach any right and restriction to them, as long as this is not restricted by special rights previously given to holders of any existing shares. Subject to this, the rights of new shares can take priority over the rights of existing shares, or existing shares can take priority over them, or the new shares and the existing shares can rank equally. These rights and restrictions can apply to sharing in the Company’s profits or assets. Other rights and restrictions can also apply, for example, those relating to the right to vote.”

Clause 28, 29, 30 and 31 – Board’s authority to allot shares and “equity securities” and to sell treasury shares

“28. The Board is authorised to allot shares, grant rights to subscribe for shares and to convert any securities into shares unless the Constitution says something different. This covers allotting shares under an agreement, option or offer.”

“29. Subject to AMLR, the Board is authorised, without a resolution of the Company, to:

29.1. allot shares or grant any rights to subscribe for shares, under an offer made to shareholders in proportion to the shareholders’ shareholdings;

29.2. allot shares or grant any rights to subscribe for shares, on a bonus issue to shareholders in proportion to the shareholders’ shareholdings;

29.3. allot shares to a promoter of the Company which the promoter has agreed to take;

29.4. allot shares or grant any rights where shares are to be issued as consideration or part consideration for the Company to acquire shares or assets. Shareholders must be notified of the intention to issue such shares at least 14 days before their issue.”

“30. A resolution of the Company must:

30.1. authorise the Board to do any of the things in Clause 28 not authorised by Clause 29 or where CA or AMLR require;

30.2. not authorise the Board to allot or issue shares or convertible securities beyond any applicable limit required by AMLR;

30.3. approve the specific allotment to a director under a Share Scheme.”

“31. Subject to any direction to the contrary that may be given by the Company in General Meeting:

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- 31.1. all new shares or other convertible securities proposed to be issued shall, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings;
- 31.2. the offer must be in proportion, as nearly as the circumstances admit, to the amount of the existing shares or securities to which such persons are entitled;
- 31.3. the offer must be made by a notice which specifies the number of shares or securities offered and the time within which the offer must be accepted or be treated as declined if it is not accepted;
- 31.4. if the offer is not accepted within such time or if such person declines to accept the offer, the Board may dispose of those shares or securities in such manner as it thinks most beneficial to the Company;
- 31.5. the Board may also dispose of any new share or security which the Board is of the opinion that it cannot be conveniently offered under this Clause 31 by reason of that the ratio which the new shares or securities bear to shares or securities held by persons entitled to such offer.”

Clause 37 – Power to reduce capital

- “37. The shareholders can pass a special resolution to reduce in any way the Company’s share capital in accordance with Subdivision 4 of Division 1 of Part III of CA, whether with the confirmation of the Court or a solvency statement.”

Clause 38,39 and 40 – Power to change capital

- “38. The shareholders can pass a resolution to alter the Company’s share capital in accordance with Section 84 of CA.”
- “39. If any shares are consolidated or divided, the Board may deal with any fractions of shares arising thereto. If the Board decides to sell any fractions of shares, they must sell for the best price they can reasonably obtain and distribute the net sale proceeds among shareholders in proportion to their fractional entitlements or shall be disregarded and will be dealt with by the Board in such a manner as it deems fit at its absolute discretion and in the best interest of the Company. The Board can sell to a person (including the Company, if CA and AMLR allow) and can authorise a person to transfer those shares to the buyer or in accordance with the buyer’s instructions. The buyer does not need to take any action to check how such money paid is used. The buyer’s ownership will not be affected if the sale was irregular or invalid in any way.”
- “40. The shareholders can also pass special resolutions to convert any paid-up shares into stock and reconvert any stock into paid-up shares in accordance with Section 86 of CA.”

(c) Transfer of Securities

The provision in our Constitution dealing with transfer of securities of our Company are as follows: -

Clause 50, 51, 52, 53, 54, 55, 56, 57, 57, 58, 59 – Securities transfers

- “50. Transfers of any listed security or class of listed security shall be by way of book entry by the Depository in accordance with DR. The Company shall not register and effect any transfer of the listed securities although Sections 105,

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106 and 110 of CA may state otherwise. This does not, however, apply to a transfer of securities to the Depository or from the Depository to Depositors under Section 148(2) of CA and any exemption that may be made from compliance with Section 148(1) of CA.”

“51. Where:

51.1. the securities of the Company are listed on another stock exchange; and

51.2. the Company is exempted from complying with Section 14 of SICDA or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under DR in respect of such securities,

the Company shall, upon request of a securities holder, allow the securities held by that holder to be transmitted from the register of holders maintained by the Registrar in the other stock exchange’s jurisdiction, to the register of holders maintained by the Registrar in Malaysia and vice versa provided that there must be no change in the ownership of such securities.”

“52. Transfers of Non-Depository Shares must be in any form which CA requires. If CA does not require a specific form, the transfer must be in the usual standard form, or another form approved by the Board. A transfer must be signed, or made effective in some other way, by or on behalf of the persons making and receiving the transfer.”

“53. The Depository may refuse to transfer any Deposited Share which does not comply with SICDA and DR. A shareholder can transfer some or all of their Non-Depository Shares unless the Constitution says otherwise.”

“54. The transfer for Non-Depository Shares must be delivered to the Registered Office or some other place which the Board decides. The transfer must have with it:

54.1. the share certificate for shares to be transferred;

54.2. any other evidence which the Board asks for to prove that the person wanting to make or receive the transfer is entitled to do this; and

54.3. if the transfer is executed by another person on behalf of the person making or receiving the transfer, evidence of the authority of that person to do so.”

“55. A transfer delivered under Clause 54:

55.1. cannot be in favour of more than four (4) joint holders; and

55.2. must be properly stamped to show payment of any applicable stamp duty.”

“56. The Board can refuse to register such a transfer delivered:

56.1. where the transfer breaches any law or regulation or licensing or requirement (of any jurisdiction) which applies to the Company or any of its subsidiaries or any entity in which any of them have an interest;

56.2. where the transfer is unlawful under Malaysian law; or

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56.3. the transfer relates to partly paid shares where a call has been made and is unpaid.”

“57. If the Board decides not to register a transfer of a share delivered under Clause 54, it must comply with Section 106 of CA.”

“58. If the Company registers a transfer delivered under Clause 54, it can keep the transfer. A transfer cannot be used to transfer more than 1 class of shares. Each class needs a separate transfer. No fee is payable to the Company for transferring Non-Depository Shares or registering changes relating to the ownership of any such shares.”

“59. The person making a transfer of Non-Depository Shares will continue to be treated as the shareholder until the name of the person to whom a share is being transferred to is entered into the ROM for that share.”

(d) Rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights

As at the date of this Prospectus, we have one (1) class of shares, being the Shares, all of which rank *pari passu* with one another. There are no special rights attached to our Shares.

Clause 17 and 18 – Classes of shares

“17. Where the Company has different classes of shares, the Constitution must say prominently:

17.1. that the Company’s share capital is divided into different classes of shares;

17.2. the voting rights attached to shares in each class;

17.3. any other rights attached to those shares;

17.4. any other things which Section 90 of CA requires.

Section 89(2) of CA applies.”

“18. The Constitution must set out the rights of shareholders attached to preference shares or shares convertible into preference shares. The rights which must be set out include shareholders’ rights on:

18.1. a repayment of capital;

18.2. participation in surplus assets and profits;

18.3. cumulative or non-cumulative dividends;

18.4. voting;

18.5. priority of payment of capital and dividend when compared to other shares or classes of preference shares.

Preference shares must give their holders the right to vote:

18.6. when any dividends remain unpaid for more than 6 months;

18.7. on a proposal to reduce the Company’s share capital;

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- 18.8. on a proposal to dispose of all of the Company's property, business and undertaking;
- 18.9. on a proposal that affects rights attached to the share;
- 18.10. on a proposal to wind up the Company; and
- 18.11. during the winding up of the Company.

Holders of preference shares must also be entitled to the same rights as a holder of an ordinary share in relation to receiving notices, reports and audited financial statements, and attending meetings. The Company may issue preference shares on terms that further preference shares may be issued which rank equally with or in priority to existing preference shares."

Clause 19 – Liability of members

- "19. The liability of each member is limited to the amount (if any) unpaid on the share held by that member."

Clause 20, 21, 22 and 23 – Shares and special rights

- "20. The parts of the Constitution about allotment, transfer or person who is automatically entitled to a share by law and all other matters which relate to shares apply to new shares in the same way as if they were existing shares."
- "21. The Company can issue new shares and attach any right and restriction to them, as long as this is not restricted by special rights previously given to holders of any existing shares. Subject to this, the rights of new shares can take priority over the rights of existing shares, or existing shares can take priority over them, or the new shares and the existing shares can rank equally. These rights and restrictions can apply to sharing in the Company's profits or assets. Other rights and restrictions can also apply, for example, those relating to the right to vote."
- "22. The shareholders can decide on the rights and restrictions to be attached to new shares by passing an ordinary resolution. The Board can also take these decisions if the shareholders have not passed a resolution which covers the point. However, where different classes of shares result, Clause 17 also applies."
- "23. The Company may allot preference shares or convert any existing shares into preference shares. However, Clause 18 then applies."

Clause 24, 25, and 26 – Changing special rights of shares

- "24. If the Company's share capital is split into different classes of share, the special rights attached to any of these classes can be varied or withdrawn if the shareholders approve this by passing a special resolution. This must then be passed at a separate meeting of the holders of that class of shares, which is called a class meeting. Alternatively, the holders of at least 75% of the existing shares of the class (by voting rights) can give their written consent."
- "25. Unless required by the Laws, the parts of the Constitution which relate to General Meeting apply to a class meeting, but with these adjustments:
- 25.1. a holder of shares who is present in person or by proxy can demand a poll;

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25.2. on a poll, the holders of shares will have one (1) vote for every share of the class which they hold; and

25.3. the vote will be by poll if AMLR requires this.

This is subject to any special rights or restrictions which are attached to a class of shares by the Constitution, or any rights attached to shares in some other way under the Constitution.

A special resolution of the holders of the preference capital affected is required where preference capital is to be repaid (other than redeemable preference capital or any other alteration to preference shareholders' rights). However, where the majority for the special resolution is not obtained at a meeting, written consent given by holders of at least 75% of that preference capital within two (2) months of that meeting shall be as valid and effective as a special resolution passed at a meeting."

"26. Clauses 24 and 25 also apply if:

26.1. special rights of shares forming part of a class are varied or withdrawn. Each part of the class which is being treated differently is viewed as a separate class in applying this Clause; and

26.2. the new preference shares being issued are ranked equally with the existing preference shares. However, these Clauses do not apply if the terms of issue of existing preference shares or the Constitution allows those preference shares to be issued."

Clause 27 – More about special rights of shares

"27. Unless the terms of the existing shares say otherwise, the special rights of existing shares are not regarded as varied or withdrawn if:

27.1. new shares are created or issued which rank equally with or after any existing shares in payment of dividends or sharing in profits or assets of the Company;

27.2. the Company purchases its own shares (this includes purchases of any of these existing shares);

27.3. the Company redeems redeemable preference shares (this includes redeeming any of these existing shares); or

27.4. preference shares are issued which rank equally with or in priority to existing preference shares."

Clause 69, 70, 71, 72, 73, 74 and 75 – Calls

"69. The Board may decide to make calls on a shareholder in relation to money unpaid on their shares. Any call must comply with the terms of issue of those shares. A shareholder must pay the amount of each call in the way and at the time and place the Board decides. Calls may be made payable by instalments. Section 82(3) of CA shall not apply. AMLR apply, as required."

"70. A call is treated as made when the Board resolution authorising the call is passed. The call may be revoked by the Board at any time before the date on which payment of the call is due."

"71. If any amount (or part of it) payable on a call is not paid by the due date:

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- 71.1. the shareholder, required to pay that amount, shall pay interest on the unpaid amount from the due date to the date of payment. The Board shall decide, from time to time, on the rate of interest, which must not exceed the cap imposed by Section 82(7) of CA. The Board may waive all or any of the interest paid or payable;
- 71.2. the shareholder shall not be entitled, in relation to a share held by that shareholder, to vote in person (including, by a representative) or by proxy at a General Meeting or any meeting of a class of shareholders or to exercise any other rights given to a shareholder of such a share, if any call or other amount payable to the Company remains unpaid. The Board may waive all or any of these restrictions.”
- “72. An instalment shall be payable without the Board making a call and a notice of call being given where the terms of an issue of shares require payment on a fixed date. The provisions of the non-payment of calls, restrictions on voting and other shareholder rights in relation to non-payment of calls and other amounts and liens or charges apply to the instalments and the shares which relate to them.”
- “73. The Board may, if it thinks fit, receive from any shareholder all or any part of the monies uncalled and unpaid upon any share held by him, and upon all or any part of the monies so advanced may (until the same would but for such advance become presently payable) pay a return at such rate and terms as may be agreed by the Board and that shareholder. Capital paid on shares in advance of calls shall not, while carrying interest, confer a right to participate in profits.”
- “74. A call is not invalid just because a notice of call is not received or that notice is accidentally not given.”
- “75. The joint holders of a share are jointly and severally liable to pay all calls and interest which arises from late or non-payment.”

Clause 76, 77, 78, 79 and 80 – Forfeiture

- “76. If a shareholder fails to pay any call or instalment of a call (this covers amounts payable by the terms of issue of a share as at a fixed date) by the day for payment, the Board may give a notice to the shareholder on forfeiture of the shares which relate to that call or instalment. That notice shall:
- 76.1. require that shareholder to pay the call or instalment and any interest payable and expenses of the Company which arise from the non-payment;
- 76.2. give a date by which payment is to be made; and
- 76.3. if payment is not made by that date, the shares which relate to that call or instalment are liable to be forfeited.
- The notice may be given at any time while any call, instalment or other payments referred to in this Clause 76 remain unpaid.”
- “77. If the shareholder does not comply with the notice given under Clause 76, any shares which relate to the notice may be forfeited by resolution of the Board passed at any time after the time given in the notice of payment. The forfeiture includes all dividends, interest and other money payable by the Company in relation to the forfeited shares and not actually paid before the forfeiture. They shall no longer be a shareholder in relation to those shares but remain liable to pay all money payable by them at the date of forfeiture which relates to the

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shares together with interest and expenses under Section 83(6) of CA. The Board may enforce the payment or waive all or any of such money paid or payable. A statutory declaration given under Section 83(7) of CA is conclusive evidence of the facts stated in the declaration against all persons claiming to be entitled to the share.”

“78. When a share is forfeited, notice of the resolution of the Board shall be given to the shareholder in whose name it stood immediately before the forfeiture. An entry of the forfeiture and date of forfeiture is to be made in the ROM if the share is a Non-Depository Share. If a Deposited Share, the requirements of the Laws must be complied with. The forfeiture is not invalidated by any failure to comply with anything in this Clause 78.”

“79. The Board may sell or dispose of the forfeited shares on such terms and in such a way as it deems fit. The proceeds of any such sale or disposal are to be applied:

79.1. firstly, to pay the expenses in relation to the forfeiture and the sale or disposal thereto;

79.2. next, to pay any unpaid calls, instalments and interest which relate to the forfeited shares;

79.3. and the remainder (if any) shall be paid to the person whose shares have been forfeited or to his executors, administrators or assignees or as he directs.

The Board may cancel the forfeiture of any share at any time before the sale or disposal of the forfeited shares.”

“80. A person who acquires a forfeited share under Clause 77 shall be entered in the ROM as a shareholder, if a Non-Depository Share or be recorded as a shareholder in accordance with the Laws, if a Deposited Share. That person’s title to that share shall not be affected by any irregularity or invalidity in the proceedings which relate to the share’s forfeiture, sale or disposal.”

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14. STATUTORY AND OTHER INFORMATION (cont'd)

14.3 GENERAL INFORMATION

- (i) Save for the Directors' remuneration and benefits as disclosed in Section 5.2.5 of this Prospectus, there are no other amount or benefit paid or given within the past two (2) years immediately preceding the date of this Prospectus, nor is it intended to be paid or given, to any of our Promoters, Directors or substantial shareholders.
- (ii) Save for the SSAs dated 9 December 2022 pursuant to the Pre-Listing Exercise as disclosed in Section 6.4 of this Prospectus, none of our Directors or substantial shareholders have any interest, direct or indirect, in any contract or arrangement subsisting at the date of this Prospectus and which is significant in relation to the business of our Group.
- (iii) The manner in which copies of this Prospectus together with the official application forms and envelopes may be obtained and the details of the procedures for application of our Shares are set out in Section 15 of this Prospectus.
- (iv) There is no limitation on the right to own securities including limitation on the right of non-residents or foreign shareholders to hold or exercise their voting rights on our Shares imposed by Malaysian law or by our Constitution.

14.4 LETTERS OF CONSENT

- (i) The written consent of our Principal Adviser, Sponsor, Underwriter, Placement Agent, Corporate Financial Adviser, Company Secretaries, Solicitors, Internal Control Reviewer, Share Registrar and Issuing House to the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of our Reporting Accountants and Auditors to the inclusion in this Prospectus of their names, Accountants' Report and letter relating to the pro forma combined statements of financial position and audit reports in the form and context in which they are contained in this Prospectus has been given before the issuance of this Prospectus and has not subsequently been withdrawn.
- (iii) The written consent of our Independent Market Researcher to the inclusion in this Prospectus of their name and the IMR Report in the form and context in which they are contained in this Prospectus, has been given before the issuance of this Prospectus and has not subsequently been withdrawn.

14.5 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office at 35, 1st Floor, Jalan Kelisa Emas 1, Taman Kelisa Emas, 13700 Seberang Jaya, Pulau Pinang, Malaysia during normal business hours for a period of six (6) months from the date of this Prospectus:

- (i) our Constitution;
- (ii) the material contracts referred to in Section 6.6 of this Prospectus;
- (iii) the IMR Report as included in Section 8 of this Prospectus;
- (iv) the Accountants' Report as included in Section 12 of this Prospectus;
- (v) the Reporting Accountants' letter relating to the pro forma combined financial information as included in Section 13 of this Prospectus;

14. STATUTORY AND OTHER INFORMATION (cont'd)

- (vi) the letters of consent as referred to in Section 14.4 of this Prospectus;
- (vii) the audited financial statements of EPB Group for the Financial Years Under Review.

14.6 RESPONSIBILITY STATEMENTS

Our Directors, Promoters and Selling Shareholder have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information contained in this Prospectus. Having made all reasonable enquiries and to the best of their knowledge and belief, they confirm there is no false or misleading statement or other facts which if omitted, would make any statement in the Prospectus false or misleading.

Malacca Securities acknowledges that, based on all available information and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the IPO.

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