

14. STATUTORY AND OTHER GENERAL INFORMATION

14.1 EXTRACT OF OUR CONSTITUTION

Subject to the receipt of the approvals and fulfilment of the conditions as may be imposed by the relevant authorities as set out in Section 2 of this Prospectus, the following provisions relating to the selected matters are reproduced from our Constitution.

The words and expressions appearing in this section shall bear the same meanings used in our Constitution or the context otherwise requires.

Words	Meaning
“Alternate Director”	means any person who has been appointed and for the time being holds office as an alternate director of our Company in accordance with the provisions of our Constitution.
“Clause”	means a Clause contained in our Constitution.
“CD Rules”	means the rules of the Central Depository.
“Deposited Securities”	means Securities standing to the credit of a Securities Account and includes Securities in a Securities Account that is in suspense.
“Listed”	means admitted to the Official List, and “listing” shall be construed accordingly.
“Member”	means any person for the time being registered as the holder of shares in the share capital of our Company in the Register of Members (except the Central Depository in its capacity as bare trustee) and any Depositor whose name appears on the Record of Depositors and who has a credit balance of shares in our Company in his or her Securities Account who shall be treated as if he were a Member pursuant to Section 35 of the Central Depositories Act.
“Register of Members”	means the register of Members to be kept pursuant to the Act.
“Registrar”	means the Registrar of Companies designated under Section 20A(1) of the Companies Commission of Malaysia Act 2001 and includes any Deputy or Assistant Registrar of Companies.
“Securities”	means Securities as defined in Section 2 of the Capital Markets and Services Act 2007 or any modification, amendment or re-enactment thereof for the time being in force and “Security” shall be construed accordingly.
“Securities Account”	means an account established by the Central Depository for a Depositor for the recording of deposits of Securities and for dealing in such Securities by the Depositor.
“Stock Exchange”	means Bursa Malaysia Securities Berhad and its successors in title and permitted assigns and such other stock exchange if any, upon which the shares of our Company may be listed and quoted.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

14.1.1 Changes to share capital and variation of class rights

Clause 6 – Class of shares

“The shares in our Company may be divided into several classes, and there may be attached to any of them respectively any preferential, deferred and / or other special rights, privileges, conditions and / or restrictions as to dividends, capital, voting and / or otherwise.”

Clauses 7.1 and 7.2 – Authority of Directors to allot shares

“Subject to the provisions of the Act, the Central Depositories Act, the CD Rules, Listing Requirements and our Constitution, the Directors may issue Securities in our Company to such persons and at such time and consideration and with such preferred, deferred, or other special rights, restrictions or exclusions, whether in regard to distribution, voting, return of capital, or otherwise and, on such other terms and conditions, as the Directors may determine provided however that no Securities in our Company shall be issued which shall have the effect of transferring a controlling interest in our Company without the prior approval of Members in general meeting. The exercise of the aforesaid rights shall be without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares.

Subject to the provisions of our Constitution, the Directors shall not exercise any power to:

- (i) allot shares in our Company;
- (ii) grant rights to subscribe for shares in our Company;
- (iii) convert any security into shares in our Company; or
- (iv) allot shares under an agreement or option or offer,

unless the prior approval of the Members by way of ordinary resolution has been obtained.”

Clause 72 – Alteration of capital by special resolution

“Our Company may by special resolution:

- (i) consolidate and divide all or any of its share capital, such that the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- (ii) convert all or any of its paid-up shares into stock and reconvert that stock into fully-paid shares; or
- (iii) subdivide its shares or any of its shares, such that whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.

Our Company may by special resolution reduce its share capital in any manner authorised by the Act.”

Clause 73 – Alteration in accordance with conditions and terms

“Anything done in pursuance of the last preceding Clause of our Constitution shall be done in the manner provided and subject to any conditions imposed by the Act so far as they shall be applicable, and so far as they are not applicable, in accordance with the terms of the resolution authorising the same, and so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Clause 74 – Increase of share capital

“Our Company in a general meeting may by ordinary resolution increase its share capital by the creation of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any), or to be subject to such conditions or restrictions (if any), in regard to distribution including dividends, return of capital, voting or otherwise, as the general meeting resolving upon such increase directs.”

Clause 75.1 – Issue of new shares to existing Members

“Subject to any direction to the contrary that may be given by our Company in general meeting, 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 our Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or Securities to which they are entitled. The offer shall be made by written notice specifying the number of shares or convertible Securities offered and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or convertible Securities offered, the Directors may dispose of those shares or convertible Securities in such manner as they think most beneficial to our Company. The Directors may likewise also dispose of any new shares or convertible Securities which (by reason of the ratio which the new shares or Securities bear to shares or convertible Securities held by the persons entitled to an offer of new shares or convertible Securities) cannot, in the opinion of the Directors, be conveniently offered under our Constitution.”

Clause 75.2 - New capital to be considered as part of the current share capital of our Company

“Except so far as otherwise provided by or pursuant to the conditions of issue, any new share capital shall be considered as part of the original share capital of our Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.”

Clause 76 – Modification of rights

“Notwithstanding Clause 77 of our Constitution, the repayment of preference share capital other than redeemable preference share capital, or any other alteration of preference shares and their Members' rights, shall only be made pursuant to a special resolution of the preference shareholders concerned, provided always that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing if obtained from the holders of 3/4 of the preference share capital concerned within 2 months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.”

Clause 77 - Variation of shareholders' rights

“If the share capital is divided into different classes of shares, the rights attached to any class unless otherwise provided by the terms of issue of that class may, whether or not our Company is being wound up, be varied by a written consent representing not less than 75% of the total voting rights of the Members in that class, or by a special resolution passed by Members in that class sanctioning the variation.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Clause 83 - No variation of rights by issuance of new shares

"The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not, unless otherwise expressly provided by the terms of issue of such shares, as regards to participation in the profits or assets of our Company in some or in all respects be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith."

14.1.2 Transfer of securities

Clause 35 – Form of transfer

"Subject to the provisions of the Act, these Clauses, the Central Depositories Act and the CD Rules with respect to transfer of Deposited Security, all transfers of Securities:

- (i) to the Central Depository or its nominee company; or
- (ii) prior to the listing and quotation of such shares on the Stock Exchange,

may be effected by transfer in writing in the usual common form conforming with the Act and / or approved by the Stock Exchange, or such form as may from time to time, be prescribed under the Act or approved by the Stock Exchange."

Clause 36 – No restriction on transfer of fully paid up Listed Securities

"Subject to our Constitution, the CD Rules and except as may be required by law, there shall be no restriction on the transfer of fully paid-up Listed Securities in our Company."

Clause 37 - Transfer of Listed Securities by book entry

"The transfers of any Deposited Securities or class of Deposited Securities in our Company shall be by way of book entry by the Central Depository in accordance with the CD Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Subsection 148(2) of the Act and any exemptions that may be made from compliance with Section 148(1) of the Act, our Company shall be precluded from registering and effecting any transfer of the Deposited Securities."

Clause 38 – Refusal to register

"The Central Depository may refuse to register any transfer of Deposited Securities if it does not comply with the Central Depositories Act or the CD Rules."

Clause 39 – Instrument of transfer

"Subject to the Central Depositories Act and the CD Rules, the instrument of transfer of a Security lodged with our Company for registration must be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members."

Clauses 40 and 41.1 – Restriction of transfer

"Subject to the Central Depositories Act and the CD Rules, no Security shall in any circumstances be transferred to any infant, child, bankrupt or person of unsound mind."

"With the exception of transfer in favour of the Central Depository and subject to the provisions of the Central Depositories Act and the CD Rules, the Directors may subject to Clause 41.4 decline to register the transfer of any Securities (not being a fully paid Securities) and may also decline to register the transfer of any Securities on which our Company has a lien or if the registration of the transfer would result in a contravention of or failure to observe the provisions of a law in Malaysia."

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

Clause 42 – Suspension of registration of transfers

“Registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine but so that no part of the Register of Members shall be closed for more than 30 days in the aggregate in any year. 14 Market Days’ (or such other minimum period as may be prescribed by the Stock Exchange) notice of such suspension shall be given to the Stock Exchange and the Registrar stating the purpose or purposes for the suspension. In relation to the suspension, our Company shall give notice, in accordance with the Central Depositories Act and the CD Rules, to enable the Central Depository to issue the relevant Record of Depositors.”

Clause 45 – Recognition of renunciation of allotment

“Nothing in these Clauses shall preclude the Directors from recognising a renunciation of the allotment of any share by the allottee in favour of some other person.”

Clause 46 – Limitation of liability

“Subject to the Act, the Central Depositories Act and the CD Rules, neither our Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of Securities apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to our Company or its Directors or other officers, be legally inoperative or insufficient to pass the property in the Securities proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside and notwithstanding that, our Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee of the particulars of the Securities transferred, or otherwise in defective manner. In every such case, the person registered as transferee, his legal personal representatives and assignees, subject to compliance with the Act, the Central Depositories Act and the CD Rules, alone shall be entitled to be recognised as the holder of such Deposited Securities and the previous holder shall, so far as our Company is concerned, be deemed to have transferred his whole title thereto.”

14.1.3 Remuneration of Directors

Clause 118.1 – Fees and benefits of Directors

“Fees and benefits payable to Directors shall be subject to annual approval of Members at a general meeting provided always that:

- (i) fees payable to non-executive Directors shall be by way of a fixed sum, and not by way of a commission on or percentage of profits or turnover. Salaries payable to executive Directors may not include a commission on or percentage of turnover; and
- (ii) any fee paid to an Alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter.”

Clauses 118.2, 118.3 and 118.4 – Payment of expenses

“The Directors may also be reimbursed for all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Board or any committee of Directors or general meetings of our Company or otherwise howsoever in connection with the business of our Company in the course of performing their duties as Directors.”

“In case our Company be wound up for any reason or purpose whatsoever, a Director shall not be entitled to any compensation in respect of the period which elapses between the date of the said winding up and the date at which, if our Company has not been wound up, he would have retired under these Clauses.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

“An Alternate Director shall not be entitled to receive any fees, compensation or benefits other than out of the fees and benefits of the Director who appointed him.”

Clause 122 – Fees and benefits of managing director

“A managing director shall, subject to the Act and the terms of any agreement entered into in any particular case, receive such fees and benefits, whether by way of salary, commission, or participation in profits, or partly in one way and partly another, as the Board may determine, subject to and in accordance with the Act.”

Clause 128.3 – Right to payment for professional services

“Subject to the Act and the Listing Requirements, any Director may act by himself or his firm in a professional capacity for our Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as an auditor of our Company.”

Clause 129 – Pensions and donations

“Subject to the Act generally and Section 230 of the Act specifically, the Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant, donations, gratuities, pensions, allowances, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of our Company or of any company which is a subsidiary of our Company or of the predecessors in business of our Company or of any such subsidiary company, or the wives, widows, families or dependents of any such persons. The Directors may also procure the establishment and subsidy of or subscription and support to any institutions, associations, clubs, funds, trusts or individuals calculated to be for the benefit of any such persons as aforesaid (including grants of scholarships and bursaries) or otherwise to advance the interests and well-being of our Company or of any such other company as aforesaid or of its members and payment for or towards the insurance of any such persons as aforesaid, and subscriptions, donations or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.”

Clause 160 – Remuneration of executive officer

“The remuneration of the Directors appointed to an executive position under Clause 159.1 of our Constitution shall subject to the terms of any agreement entered into in any particular case, be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be a term of their appointment that they shall receive pension, gratuity or other benefits upon their retirement. The remuneration of the Directors appointed to an executive position shall be determined by the Board and can either be in addition to or in lieu of his / their fee as a Director.”

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

14.1.4 Voting and borrowing powers of our Directors

Clause 126 – Directors' borrowing powers

"The Directors may exercise all the powers of our Company to borrow money or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of our Company, charged upon all or any part of the property of our Company (both present and future) including uncalled capital or by means of mortgages, bonds and dispositions in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit. If the Directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from our Company, the Directors may, subject to the Act, execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of our Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability."

Clause 127 – Keeping of registers

"The Directors shall duly comply with the provisions of the Act, and particularly the provisions as to registration and keeping copies of mortgages and charges, keeping of the Register of Members keeping a register of Directors and entering all necessary particulars therein, and sending a copy thereof or a notification of any changes therein to the Registrar, and sending to the Registrar an annual return, together with the certificates and the particulars required by the Act notices as to increase of capital, returns of allotments and contracts relating thereto, copies of resolutions and agreements, and other particulars connected with the above."

Clause 128 – Disclosure of interest in contracts, proposed contracts etc.

"A Director who has an interest in a contract or proposed contract with our Company under Section 221 of the Act and / or the Listing Requirements:

- (i) if required under Section 221 of the Act and / or the Listing Requirements, shall declare the nature of his interest in accordance with the said provisions; and
- (ii) subject to Section 222 of the Act and / or the Listing Requirements:
 - (a) shall not vote or participate in any discussion regarding the said contract or proposed contract (and if he has done so, his vote shall not be counted); and
 - (b) shall be counted only to make the quorum present at the meeting of the Board.

Clauses 144 and 145 – Quorum

"The quorum necessary for the transaction of the business of the Directors shall be 2."

"No business may be transacted at a meeting of the Board if a quorum is not present."

Clause 149 – Voting

"Subject to the provisions of our Constitution, questions arising at any meeting of the Directors shall be decided and a resolution of the Board shall be passed, if approved by a majority of votes. In the case of equality of votes and subject to Clause 128 of our Constitution, the chairman shall have a casting vote. However, where 2 Directors validly constitute a quorum, the chairman of a meeting at which only such a quorum is present, or at which only 2 Directors are competent to vote on the question at issue shall not have a casting vote, whereupon, in the case of equality of votes, the status quo shall be maintained in respect of such matter or thing contained in the resolution as it stood immediately before the resolution was placed before the Board. The other business not affected by such resolution shall continue as usual."

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

14.2 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than 6 months after the date of issue of this Prospectus.
- (ii) As at the LPD, our Company has only 1 class of shares, namely ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.
- (iii) Save as disclosed in this Prospectus, no shares, stocks or debentures of our Company have been issued or proposed to be issued as fully or partly paid-up in cash or otherwise, within the 2 years immediately preceding the date of this Prospectus.
- (iv) None of the share capital of our Group is under option, or agreed conditionally or unconditionally to be put under option as at the date of this Prospectus.
- (v) Save for the Public Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.3.1(ii) of this Prospectus and subject to our Listing as disclosed in Section 9 of this Prospectus, there is currently no other scheme involving our directors and employees in the share capital of our Group.
- (vi) As at the date of this Prospectus, our Group does not have any outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in this Prospectus, and save as provided for under our Constitution and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in any of our Company or our Subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.3 LIMITATION ON THE RIGHT TO HOLD SECURITIES AND / OR EXERCISE VOTING RIGHTS

Save as disclosed in Section 14.4 below, there is no limitation on the right to own our Shares including any limitation on the right of a 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 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS

As our Shares are proposed for quotation on the Official List, such Shares must be prescribed as shares required to be deposited with Bursa Depository. Upon such prescription, a holder of our Shares must deposit his Shares with Bursa Depository on or before the date is fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a Depositor by means of entries in the securities account of that Depositor.

A Depositor whose name appears in the Record of Depositors maintained by Bursa Depository in respect of our Shares shall be deemed to be our shareholder and shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Shares.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

14.5 MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any material contract which is not in the ordinary course of our Group's business within the Financial Years Under Review and up to the date of this Prospectus:

- (i) a shareholders' agreement dated 15 May 2015 as supplemented by deeds of adherence dated 18 January 2021 and 24 September 2020 respectively entered into by Pee See Tat, Agmo Capital and Chan Pik Zen respectively in respect of NextProperty Ventures Sdn. Bhd., pursuant to which the parties have agreed to enter into this agreement to regulate their respective rights as shareholders of NextProperty Ventures Sdn. Bhd.;
- (ii) a shareholders' agreement dated 18 March 2017 entered into between Agmo Capital, June Low Ee Lyn and Cheng Kah Hoo, pursuant to which parties entered into this agreement to regulate their respective rights as shareholders of Ezlaw International Sdn. Bhd.;
- (iii) a shareholders' agreement dated 29 March 2017 as supplemented by deeds of adherence dated 1 February 2021 and 29 March 2017 entered into by Agmo Capital, Choy Wai Mun, Lee Choon Keat and Lee Zhi Yong, pursuant to which parties entered into this agreement to regulate their respective rights as shareholders of Heydoc International Sdn. Bhd.;
- (iv) a letter of grant dated 3 November 2021 entered into between Wong Kee Vin, an employee of the Group and Agmo Capital pursuant to which Agmo Capital (as grantor) grants Wong Kee Vin (as grantee) 10.0% of the proceeds either in the form of cash and / or non-cash consideration of the sale of Agmo Capital's total shareholding in Heydoc International Sdn. Bhd. at any point in time, without any consideration by Wong Kee Vin ("**Heydoc Shares**"). Pursuant to the letter of grant, Wong Kee Vin shall be entitled to receive 10.0% of the proceeds of sale of the Heydoc Shares upon the occurrence of an event wherein Agmo Capital divests the Heydoc Shares to any third party including but not limited to, pursuant to any merger and acquisition exercise or Heydoc International Sdn. Bhd. is listed on a recognized stock exchange ("**Exit Event**"). As at the LPD, no Exit Event has occurred. The letter of grant was entered into as an incentive to Wong Kee Vin for his contributions towards the development of the DOC2US mobile application for Heydoc International Sdn. Bhd. and to remain as an employee of the Group. In the event Wong Kee Vin ceases to be an employee of the Group before the Exit Event, the letter of grant shall lapse;
- (v) a joint venture agreement dated 15 March 2021 entered into between LKC Advance Technology Sdn. Bhd., Agmo, Agmo Capital and WorkGrowth Technology, pursuant to which LKC Advance Technology Sdn. Bhd. and Agmo Capital agree to set up a joint venture company, namely WorkGrowth Technology, on a joint venture basis wherein Agmo and Agmo Capital agree to provide services through Agmo's wholly-owned subsidiary, Agmo Studio, in relation to technical design, development, testing, server hosting and maintenance support for WorkGrowth HRMS solution at a development cost of RM500,000.00, which has been settled via the issuance of ordinary shares in WorkGrowth Technology and in cash and maintenance costs calculated based on the number of users at the rates prescribed in the joint venture agreement. As at the LPD, the development of the WorkGrowth HRMS solution has been completed;
- (vi) a share transfer agreement dated 30 August 2021 entered into between, amongst others, R. Raevendran A/L S. Ramachandran (as the transferor), Agmo Capital (as the transferee), Agmo Studio (as the vendor) and Advisonomics Sdn. Bhd. ("**Advisonomics**"), pursuant to which Agmo Studio shall assign one or more of its personnel from time-to-time at the discretion of Agmo Studio to serve as Advisonomics' technology advisor(s) for 3 consecutive years commencing from 30 August 2021, at a consideration of RM200,000.00, which will be settled via the transfer of 1,089 ordinary

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shares held by the transferor in Advisonomics to Agmo Capital in 3 equal tranches. As at the LPD, the first tranche of share transfer has been completed.

Furthermore, pursuant to the share transfer agreement, Advisonomics will engage Agmo Studio for the development of Advisonomics' mobile application for a consideration of RM300,000.00 payable to Agmo Studio in cash. As at the LPD, the development of the mobile application has yet to be completed;

- (vii) a letter dated 1 July 2021 issued by Pee See Tat, a shareholder of NextRent Sdn. Bhd. ("**NextRent**") to Agmo, extending an offer to Agmo Group of up to 7.0% shareholdings in NextRent for a consideration of RM1.00, in view that the Group has provided valuable technological insights and expertise to NextProperty Ventures Sdn. Bhd. As at the LPD, Agmo Capital holds 6.4% of shareholdings in NextRent which represents full acceptance of the offer;
- (viii) a shareholders' agreement dated 21 September 2021 entered into between Mydigitalcoin Sdn. Bhd., Bubi Technologies Co. Ltd., Star Jewel Capital Inc. ("**Shareholders of Zetrix**") and Agmo, in respect of Zetrix Sdn. Bhd. (formerly known as MYBB Techchain Sdn. Bhd.), pursuant to which the Shareholders of Zetrix and Agmo who may become a shareholder of Zetrix Sdn. Bhd., agree to regulate their respective rights as shareholders of Zetrix Sdn. Bhd.

Pursuant to the shareholders' agreement and a letter of award dated 21 September 2021 issued by Zetrix Sdn. Bhd. to Agmo, Agmo or any of its wholly-owned subsidiaries agree to procure and obtain on behalf of Zetrix Sdn. Bhd. the relevant technical compliance required by Zetrix Sdn. Bhd. to establish and maintain Zetrix Sdn. Bhd.'s blockchain business development in Malaysia and to provide its expertise to project manage the development and roll out of the products and services of Zetrix Sdn. Bhd., at a retainer fee of RM5,000.00 per month ("**Fees**") commencing from 1 October 2021 for a period of 42 months ("**Contract Period**") which is payable by Mydigitalcoin Sdn. Bhd. at the end of the Contract Period. Subject to mutual agreement, the accumulated Fees of RM210,000.00 representing the total Fees for the Contract Period will be converted to 5.0% of Zetrix Sdn. Bhd.'s fully diluted shareholding at the end of the Contract Period which is payable by Mydigitalcoin Sdn. Bhd. and Agmo agrees to be bound by the terms and conditions of the shareholders' agreement as a shareholder upon Agmo becoming a shareholder of Zetrix Sdn. Bhd. As at the LPD, the said 5.0% shareholdings in Zetrix Sdn. Bhd. has not been transferred to Agmo; and

- (ix) a shareholders' agreement dated 15 October 2021 entered into between Agmo, Tang Tung Ai and Fong Huang Yee in respect of Agmo Sierra, pursuant to which the parties agree to regulate their respective rights as shareholders of Agmo Sierra.

14.6 MATERIAL LITIGATION, CLAIMS AND ARBITRATION

As at the LPD, neither our Company nor our Subsidiaries are engaged in any governmental, legal, claims or arbitration proceedings, including those relating to bankruptcy, receivership or similar proceedings, whether as plaintiff or defendant or as a third party which may have or have had, material or significant effects on our financial position or profitability in the 12 months immediately preceding the date of this Prospectus.

14.7 REPATRIATION OF CAPITAL AND REMITTANCE OF PROFIT

There are no governmental laws, decree, regulation or other requirement which may affect the repatriation of capital and the remittance of profit by or to our Group.

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

14.8 PUBLIC TAKE-OVERS

During the last financial year and the current financial year, there were no:

- (i) public take-over offers by third parties in respect of our Group's shares; and
- (ii) public take-over offers by our Group in respect of other companies' securities.

14.9 LETTERS OF CONSENT

The written consents of our Principal Adviser, Sponsor, Underwriter, Placement Agent, Company Secretary, Solicitors, Share Registrar and Issuing House listed in the Corporate Directory of this Prospectus for the inclusion of their names and all references thereto in the form and context in which such names appear in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.

The written consent of our Auditors and Reporting Accountants for the inclusion of its name, the Accountants' Report and the Reporting Accountants' Report on the Compilation of Pro Forma Consolidated Statement of Financial Position, and all references thereto in the form and context in which they are contained in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.

The written consent of our Independent Market Researcher for the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are contained in this Prospectus have been given before the issuance of this Prospectus and have not subsequently been withdrawn.

14.10 RESPONSIBILITY STATEMENT

- (i) Our Directors and Promoters 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 that there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.
- (ii) Kenanga IB as the Principal Adviser, Sponsor, Underwriter and Placement Agent, 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 our IPO.

14.11 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office during normal business hours for a period of 6 months from the date of this Prospectus:

- (i) our Constitution;
- (ii) the IMR Report prepared by IMR as included in Section 8 of this Prospectus;
- (iii) the Reporting Accountants' Report on the Compilation of Pro Forma Consolidated Statement of Financial Position as included in Section 12.1 of this Prospectus;
- (iv) the Accountants' Report as included in Section 13 of this Prospectus;

14. STATUTORY AND OTHER GENERAL INFORMATION (CONT'D)

- (v) our material contracts as referred to in Section 14.5 of this Prospectus;
- (vi) the letters of consent as referred to in Section 14.9 of this Prospectus; and
- (vii) the audited financial statements of Agmo and our subsidiaries for the Financial Years Under Review.

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