

**THE COMPANIES ACT 2016
MALAYSIA**

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

**SOUTHERN SCORE BUILDERS BERHAD
(FORMERLY KNOWN AS G NEPTUNE BERHAD)**

Incorporated on the 18th day of July, 2003

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MALAYSIA
PUBLIC COMPANY LIMITED BY SHARES
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OF
SOUTHERN SCORE BUILDERS BERHAD
(FORMERLY KNOWN AS G NEPTUNE BERHAD)

1. The name of the Company is SOUTHERN SCORE BUILDERS BERHAD (*Formerly known as G Neptune Berhad*).
2. The Registered Office of the Company will be situated in Malaysia.
3. Subject to the provisions of the Act and any other written laws and the Constitution, the Company has:-
 - (i) full capacity to carry on or undertake any business or activity or do any act or enter into any transactions; and
 - (ii) full rights, powers and privileges for the purposes of carrying out the businesses or activities as specified under Clause 3(i) or otherwise permitted by law.
4. The liability of the members is limited.
5. **Definitions and interpretation**

- 5.1 In this Constitution, unless there be something in the subject or context inconsistent therewith, words or expression shall have the respective meanings ascribed thereto as follows:-

“Act” means the Companies Act, 2016 and any statutory modification, amendment or re-enactment thereof and any and every other legislation made thereunder for the time being in force.

“Auditors” means a person who has been approved as the Auditors under the Act and whose approval has not been revoked.

“Authorised Nominee” means a person who is authorised to act as nominee as specified under the Central Depositories Act and the Rules.

“Beneficial Owner” has the meaning ascribed thereto in the Central Depositories Act and does not include a nominee of any description.

“Board” means the Board of Directors for the time being of the Company.

“Central Depositories Act” means the Securities Industry (Central Depositories) Act 1991 and every statutory modification, amendment or re-enactment thereof and any and every other legislation made thereunder for the time being in force.

“Chief Executive” means the chief executive of the Company for the time being, as defined in accordance with the Listing Requirements.

“Company” means Southern Score Builders Berhad (*Formerly known as G Neptune Berhad*) [Registration No: 200301019817(622237-D)] and by whatever name from time to time called.

“Constitution” means this Constitution as originally framed or altered from time to time by Special Resolution.

“Clause” means any provisions in this Constitution.

“Deposited Security” means a Security of the Company standing to the credit of a Securities Account and includes Securities in a Securities Account that is in suspense.

“Depositor” means a holder of a Securities Account.

“Depository” means Bursa Malaysia Depository Sdn. Bhd. and its successors-in-title.

“Directors” means the Directors for the time being of the Company and unless otherwise stated, include their duly appointed alternates.

“Electronic Address” means any address or number used for the purposes of sending or receiving documents or information by electronic means.

“Electronic Communication” means references to delivery of documents or information in electronic form by electronic means to the Electronic Address or any other address or number of the addressee, as permitted by the law.

“Employees’ Share Scheme” means Share Issuance Scheme and/or Share Grant Scheme as defined in accordance with the Listing Requirements.

“Exchange” means Bursa Malaysia Securities Berhad or such other stock exchange on which the Company is listed or approved to be listed.

“Exempt Authorised Nominee” means an authorised nominee defined under the Central Depositories Act which is exempted from compliance with the provisions of subsection 25A(1) of the Central Depositories Act.

“in writing” or “written” means and includes words printed, lithographed, photographed, typed, represented or reproduced in any mode in a visible form, whether sent or supplied in electronic form or otherwise.

“Listing Requirements” means Bursa Malaysia Securities Berhad ACE Market Listing Requirements including any amendments thereto that may be made from time to time;

“Major Shareholder” means a major shareholder as defined under the Listing Requirements.

“Market Day” means a day on which the stock market of the Exchange is open for trading in securities.

“Member” or “Shareholder” or “Holder of Shares” or any like expression means any person/persons for the time being holding one or more shares in the Company and whose name appears in the Record of Depositors, including a Depositor who will be treated as if he was a Member pursuant to Section 35 of the Central Depositories Act but excluding the Depository or its nominee company in its capacity as a bare trustee.

“month” means calendar month.

“the Office” means Registered Office for time being of the Company.

“Ordinary Resolution” means a resolution which has been passed by a simple majority of more than half of such Members who are entitled to vote and do vote in person, or where proxies are allowed, by proxy.

“Record of Depositors” means a record provided by the Depository to the Company pursuant to an application under the Rules.

“Register of Members” means the Register of Members to be kept pursuant to the Act and includes, where applicable, the Record of Depositors of the Company.

“Rules” means the Rules of the Depository, including any amendment that may be made from time to time.

“Seal” means the Common Seal of the Company.

“Secretary” means any person or persons appointed to perform the duties of secretary of the Company and shall include a joint, temporary, assistant or deputy secretary.

“Securities Account” means an account established by the Depository for a Depositor for the recording of deposit of Securities and for dealing in such Securities by the Depositor.

“Securities” means securities as defined in Section 2(1) of the Capital Markets and Services Act, 2007 or any modification, amendment or re-enactment thereof for the time being in force.

“Special Resolution” means a resolution which has been passed by a majority of not less than seventy-five per centum (75%) of such Members who are entitled to vote and do vote in person, or where proxies are allowed, by proxy.

Words importing the singular number only include the plural number and vice versa.

Words importing masculine gender only include the feminine and neuter genders and the word “person” shall include a corporation.

Save as aforesaid, any words or expressions contained in this Constitution shall where the context so admits be interpreted in accordance with the provisions of the Interpretation Acts 1948 and 1967, the Act, the Central Depositories Act, the Rules and the Listing Requirements, as amended from time to time and any re-enactment thereof.

6. **Third Schedule.** The provisions set out in the Third Schedule of the Act shall not apply to the Company except in so far as the same are repeated in this Constitution.

SHARES

7. **Class of shares.** The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.
8. **Issue of Shares.** The Directors may allot or otherwise dispose of the same to such persons and on such terms and conditions with such preferred, deferred or other special rights or such restrictions whether in regard to dividend, voting, return of capital and at such time or times and for such consideration as the Directors may think fit, PROVIDED ALWAYS THAT:-
- (a) no shares shall be issued including any issue from convertible securities which shall have the effect of transferring a controlling interest in the Company without prior approval of Members in meeting of Members;

- (b) in the case of shares, other than ordinary shares, no special rights shall be attached until the same have been expressed in this Constitution or in the terms of issue of such shares including such of those shares arising from convertible securities;
 - (c) except in the case of an issue of shares on a pro-rata basis to all Members, every issue of shares to employees, Directors, Major Shareholders, Chief Executive or persons connected with any Director, Major Shareholder or Chief Executive of the Company shall be approved in accordance with the requirements of the Act and/or other applicable laws and regulations
- 9. **Purchase by the Company of its own share.** Subject to the provisions of the Act and/or any other applicable law and any rules, regulations and guidelines thereunder issued by the Exchange and any other relevant authority, the Company, may with the sanction of an ordinary resolution of shareholders in a meeting of Members, purchase its own shares and make payment in respect of the purchase and/or give financial assistance to any person for the purpose of purchasing its own shares on such date(s), terms and manner as may be determined from time to time by the Directors. Any shares in the Company so purchased by the Company shall be dealt with in accordance with the Act and/or any other applicable law or requirements of any other relevant authority.
- 10. **New issue of Securities to be credited to Securities Account.** All new issues of Securities for which listing is sought shall be by way of crediting the Securities Accounts of the allottees or entitled persons with such Securities with the Depository, save and except where the Company is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall similarly be exempted from compliance with this provision.
- 11. **Power to pay commission and brokerage.** The Company may exercise the powers of paying commission conferred by the Act, provided that the rate of the commission and the number of shares which a person has agreed for a commission to subscribe shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of that price, whichever is lesser. Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
- 12. **Power to charge interest on capital.** If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may, subject to the conditions and restrictions mentioned in the Act, pay interest or returns on the amount of such share capital as is for the time being paid-up and may charge the interest or returns to share capital as part of the cost of the construction or provision.
- 13. **Trust not to be recognised.** Except as required by law and the Central Depositories Act, no other person (other than persons, whether body corporate or otherwise, holding any share upon any trust for the Government) shall be recognised by the Company as holding any share or Securities upon any trust, and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent future, or partial interest in any shares or Securities or unit of a share or Securities or (except only as by this Constitution or by law otherwise provided) any other rights in respect of any share or Securities except an absolute right to the entirety thereof of the registered holder.
- 14. **Issuance of Preference Shares.** Subject to the Act, any preference share may with the sanction of an ordinary resolution of shareholders in a meeting of Members, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed, and the Company shall not without the consent of the existing preference shareholders at a class meeting issue further preference shares ranking in priority above preference shares already issued, but may issue

preference shares ranking equally therewith.

15. **Payment of shares by instalments.** If, by the conditions of allotment of any share, the whole or part of the amount or issue price thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of the share or his legal personal representative but this provision shall not affect the liability of any allottee who may have agreed to pay the same.
16. **When Members' rights exercisable.** No person shall exercise any rights of a Member until his name shall have been entered in the Register of Members or Record of Depositors, as the case may be.
17. **Who may be Members.** Shares may be registered in the name of an incorporated company or other corporate body but not in the name of a minor or a person of unsound mind or who is insolvent.

MODIFICATION OF CLASS RIGHTS

18. **Modification of class rights.** If at any time 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 the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than seventy-five per centum (75%) of the total voting rights of the holders of the shares in the class, or with the sanction of a special resolution passed by shareholders of that class sanctioning the variation. To every such separate meeting of Members, the provisions of the Constitution relating to meeting of Members shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons holding at least or representing by proxy, one-third of the number of issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of Section 292 of the Act shall with such adaptations as are necessary, apply.
19. **Alteration of rights by issuance of new shares.** The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards to participation in the profits or assets of the Company in some or in all respects pari passu therewith.

SHARE CERTIFICATES

20. **Share Certificate.** The certificates of title to share, stock, debentures, debenture stock, notes and other securities shall be issued under the seal of the Company in such form as the Directors may from time to time prescribe provided that such certificates shall comply with all security features, size and other requirements prescribed by the Exchange and all such certificates shall be signed by a Director and the Secretary or in lieu of the Secretary by such other person as the Directors may appoint for the purpose. It shall be sufficient evidence that the seal has been duly affixed to any such certificate and signed as aforesaid if an autographic or facsimile of the signatures of the aforesaid authorised persons appears thereon.
21. **Entitlement to share certificate.**
 - (a) Every Member shall be entitled to receive share certificate (in respect of shares that are not Deposited Securities) in accordance with the Act.
 - (b) No Member is entitled to a certificate in respect of any Deposited Security except in accordance with the Central Depositories Act and the Rules and any applicable law.
 - (c) The Depository or its nominee company shall be entitled to receive jumbo certificate(s) in denominations requested by the Depository or its nominee company for shares that are Deposited Securities.

22. **Allotment of Securities, despatch of notices/certificates etc.** The Company shall duly observe and comply with the provisions of the Act and the requirements from time to time prescribed by the Exchange applicable to any allotment of its shares or Securities and deliver to the Depository the appropriate certificates in such denominations as may be specified by the Depository registered in the name of the Depository or its nominee company.
23. **Information of Shareholding.** The Company may by notice in writing require any Member within such reasonable time as is specified in the notice:-
- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee; and
 - (b) If he holds the voting shares as trustee, to indicate so far as he can the persons for whom he holds the voting shares by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.
24. **The Company may require any information of beneficial interest.** Where the Company is informed in pursuance of a notice given to any person under Clause 24 hereof or this Clause that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:-
- (a) To inform the Company whether he holds that interest as beneficial owner or as trustee; and
 - (b) If he holds the voting shares as trustee, to indicate so far as he can the persons for whom he holds such interest by name and by other particulars sufficient to enable them to be identified and the nature of their interest.

TRANSFER OF SECURITIES

25. **Transfer of securities.** The transfer of any listed Securities or class of listed Securities of the Company which have been deposited with the Depository shall be by way of book entry by the Depository in accordance with the Rules and notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such Securities.
26. **Suspension of Registration.** Subject to the provisions of the Act, the Depositories Act, the Rules and the Listing Requirements, the registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine PROVIDED ALWAYS that such registration shall not be suspended for more than thirty (30) days in the aggregate in any year. At least ten (10) clear Market Days' notice (or such other period as may from time to time be prescribed by Bursa Securities) prior to such closure shall be published in a daily newspaper circulating in Malaysia and shall also be given to Bursa Securities. The said notice shall state the period and purpose or purposes of such closure. The Company shall give notice in accordance with the requirements of the Rules to the Depository to prepare the appropriate Record of Depositors.
27. **Refusal to register transfer.** The Depository may refuse to register any transfer of Deposited Security that does not comply with the Depositories Act and the Rules.
28. **Indemnity.** Subject to any law in Malaysia for the time being in force, neither the Company nor the Directors nor any of its officers shall incur any liability for the act of the Depository in registering or acting upon a transfer of securities apparently made by a Member or any person entitled to the securities by reason of death, bankruptcy or insanity of a Member although the same may by reason of any fraud or other causes not known to the Company or the Directors or the Depository 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 Member and

the transferee be liable to be set aside and notwithstanding that the Depository or the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor Member in the blank as to the name of the transferee, of the particulars of the securities transferred or otherwise in defective manner.

29. **Renunciation.** Subject to the provisions of this Constitution, the Directors may recognise a renunciation of any security by the allottee thereof in favour of some other person.

DISPOSAL OF SHARES OF MEMBERS WHOSE WHEREABOUTS UNKNOWN

30. (i) Subject to the provisions of the Central Depositories Act and the Rules, where by the exercise of reasonable diligence the Company is unable to discover the whereabouts of a Member for a period of not less than ten (10) years, the Company may cause an advertisement to be published in a newspaper circulating in the place shown in the Register or the Record of Depositors as the address of the Member stating that the Company after expiration of thirty (30) days from the date of the advertisement intends to transfer the shares to the Minister charged with responsibility for finance.
- (ii) If after the expiration of thirty (30) days from the date of the advertisement the whereabouts of the Member remains unknown, the Company may transfer the shares held by the Member in the Company to the Minister charged with responsibility for finance and for that purpose may execute for and on behalf of the Member a transfer of those shares to the Minister charged with responsibility for finance.

CALLS ON SHARES

31. **Directors may make calls.** The Directors may from time to time make calls upon the Members in respect of any money unpaid on their shares and not by the conditions of allotment thereof made payable at fixed date, provided that no call shall exceed one-fourth (1/4) of the issued price of the share or be payable less than thirty (30) days from the date fixed for the payment of the last preceding call, and each Member shall (subject to receiving at least fourteen (14) days' notice specifying the date, time and place of payment) pay to the Company the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
32. **Effective date of call.** A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and such resolution may authorise the call to be paid by instalments. No shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, together with interest and expenses (if any).
33. **Interest on unpaid calls.** If a sum called in respect of shares is not paid before or on the day appointed for payment thereof, the person from whom the sum is due, shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding eight per cent (8%) per annum or such other rate as the Directors may determine, but the Directors shall be at liberty to waive payment of the interest, wholly or in part.
34. **When calls deemed made.** Any sum which by the terms of issue of a share is payable on allotment or any fixed date, shall for the purposes of this Constitution be deemed to have been duly called for and shall be payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise, shall apply as if the sum had become payable by virtue of a call duly made and notified.
35. **Difference in Calls.** The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment of such calls.

If, by the condition of allotment of any share, the whole or part of the amount or issue price thereof

shall be payable on fixed dates and every such amount shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the holder of the share.

36. **Capital paid in advance of calls.** The Directors may, if they think fit, receive from any Member willing to advance payment, all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) eight per cent (8%) per annum as may be agreed upon between the Directors and the Member paying the sum in advance. Such capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, capital paid in advance of calls shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid.
37. **No rights of membership when calls unpaid.** No Member shall be entitled to receive any dividend or exercise any privilege as a Member in respect of any share upon which calls or instalments are due and unpaid.

LIEN

38. **Company to have lien in priority.** The Company shall be entitled to a lien, in priority to any other claim, over a partly paid issued share and any dividend payment on such share, for all money due by the Member to the Company by way of money called or payable at a fixed date. The Company's lien on shares and dividends from time to time declared in respect of such shares, shall be restricted to unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay and has paid in respect of the shares of the Member or deceased Member.
39. **Enforcement of lien.** The Company may sell any share over which the Company has a lien in a manner as the Directors consider appropriate. Such sale of shares by the Company shall not be made unless a sum in respect of which the lien exists is presently payable and until the expiry of fourteen (14) days from a written notice, stating and demanding payment of such part of the amount in respect of which the privilege or lien exists as is presently payable has been given to the registered holder for the time of the share, or the person entitled to the share by reason of the death or bankruptcy of the registered holder.
40. **Transfer on sale.** For the purposes of giving effect to such sale, the Directors may authorise a person to transfer the shares sold to the purchaser of the shares who shall be registered as the Member comprised in any such transfer and the Directors shall not be bound to see the application of the purchase money. The title of the purchaser to the share sold shall not be affected by any irregularity or invalidity in the proceedings relating to the sale.
41. **Application of proceeds of sale.** All monies received on any such sale shall after payment of any prior encumbrances, be applied in payment of all costs of such sale and of any attempted sale and secondly in payment of all monies charged on the shares by virtue of such lien and presently payable and subject to such payment, the balance (if any) shall be paid to the person who was entitled to such shares immediately prior to the date of such sale or his executors, administrators or assignees or as he directs.

FORFEITURE OF SHARES

42. **Notice for call unpaid.** If a Member fails to pay any call or instalment of a call on the date stipulated for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

43. **Form of notice.** The notice shall name a further date on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment on or before the specified date the shares in respect of which the call was made will be liable to be forfeited.
44. **Forfeiture for non-payment.** If the requirements of any such notice as aforesaid are not complied with by the date specified therein, any share in respect of which the notice has been given shall be forfeited by a resolution of the Directors to that effect unless the payment as required by such notice has been made before the resolution. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
45. **Forfeited share.** A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
46. **Liability on forfeiture.** A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest or compensation at the rate of 8 per cent per annum from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of such interest or compensation), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.
47. **Statutory declaration as conclusive evidence.** A statutory declaration in writing that the declarant is a Director or Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
48. **Title of purchaser of forfeited shares.** The Company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of (including where appropriate, by giving and signing such instructions and documents as required under the Central Depositories Act or the Rules (in the name of the Member whose shares are being or have been sold) to the Depository for the purposes of authorising and effecting the book-entry of the shares sold as Deposited Securities to the purchaser and/or doing all such acts, deeds and things as may be necessary to give full effect to the sale) and he shall thereupon be registered as the holder of the share, and he shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share. Subject to any lien for sums not presently payable, if any, any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls or instalments payable at fixed times and accrued interest and expenses, shall be paid to the person entitled to the shares immediately before the forfeiture thereof or his executors, administrators, or assignees or as he directs.
49. **Application of forfeiture provisions.** The provisions of this Constitution as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed date, as if the same had been payable by virtue of a call duly made and notified.

TRANSMISSION OF SHARES

50. **Transmission on death of Member.** In case of the death of a Member, the persons recognised as having any title to his interest in the shares or debentures shall be the legal personal representative, but nothing herein contained shall release the estate of the deceased Member from any liability in respect of any share or debenture held by the deceased Member.
51. **Death or bankruptcy of a Member.** Any person becoming entitled to a security in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required under the Act and/or the Rules and subject as hereinafter provided,

elect either to be registered himself as holder of the security or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in accordance with the provisions of written law, have the same right to decline or suspend registration as they would have had in the case of a transfer of the security by that Member before his death or bankruptcy. Provided always that where the security is a Deposited Security, subject to the Rules, a transfer or withdrawal of the securities may be carried out by the person so becoming entitled.

52. **Notice of election.** If any person so becoming entitled elects to register himself, he shall deliver or send to the Company and Depository, a notice in writing signed by him and stating that he so elects, provided that where the security is a Deposited Security and the person becoming entitled elects to have the security transferred to him, the aforesaid notice must be served by him on the Depository. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the security. All the limitations, restrictions and provisions of this Constitution relating to the right to transfer and the registration of transfers of securities shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.
53. **Person entitled may receive dividends etc.** Where a Depositor holding any Deposited Securities dies or becomes bankrupt, his personal representative or the assignee or his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Directors and/or the Depository in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the Depositor would have been entitled to if he had not died or become bankrupt.
54. **Transmission of securities from other stock exchange.**

Where:

- (a) the securities of the Company are listed on another stock exchange: and
- (b) the Company is exempted from compliance with Section 14 of the Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules in respect of such securities,

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

ALTERATION OF CAPITAL

55. **Alteration of Share Capital.** The Company may alter its share capital in any one or more of the following ways by passing an ordinary resolution to-
- (a) consolidate and divide all or any of its share capital, 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;
 - (b) convert all or any of its paid-up shares into stock and may reconvert that stock into paid-up shares; or
 - (c) subdivide its shares or any of the shares, 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.
56. **Power to reduce capital.** The Company may by special resolution or as provided by the Act reduce its share capital, in any manner and with, and subject to, any authorization, and consent required

by law.

INCREASE OF CAPITAL

57. **Power to increase capital.** The Company may from time to time by Ordinary Resolution whether all the shares for the time being issued have been fully called up or not, increase its capital by the creation and issue of new shares, with such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company in such meeting of Members directs and such new shares or any of them may have such preference or priority over the then existing shares of the Company and that such rights and privileges be different from those of such existing shares as the Directors may think fit.
58. **Offer of new shares.** Subject to any direction to the contrary that may be given by the Company in a meeting of Members, any new shares or other convertible securities 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 meetings of Members in proportion, as nearly as the circumstances admit, to the amount of the existing shares or other convertible securities to which they are entitled. The offer shall be made by notice specifying the number of shares or other 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 other convertible securities offered, the Directors may dispose of those shares or other convertible securities in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares or other convertible securities bear to shares or other convertible securities which (by reason of the ratio which the new shares or other convertible securities bear to shares or other convertible securities held by persons entitled to an offer of new shares or other convertible securities) cannot, in the opinion of the Directors, be conveniently offered under this Constitution.
59. **New capital to be considered as part of the present share capital.** Except so far as otherwise provided by the conditions of issue, or by the provisions of this Constitution, any share capital raised by the creation of new shares shall be considered as part of the share capital of the Company after such creation, and such new shares shall rank *pari passu* with shares issued prior to such creation.

CONVERSION OF SHARES INTO STOCK

60. **Company may convert shares into stock.** The Company may by ordinary resolution convert any paid up shares into stock and reconvert any stock into paid up shares of any number.
61. **Holders of stock may transfer their interest.** The holders of stock may transfer the same or any part thereof in the same manner as the transfer of shares from which the stock arose may, before the conversion, have been transferred or be transferred in the closest manner as the circumstances allow. The Directors may fix the minimum amount of stock transferable and may restrict or forbid the transfer of fractions of that minimum.
62. **Participation in dividends and profits.** The stock shall confer on the holders thereof respectively the same rights, privileges and advantages as regards dividends, participation in assets on a winding up, voting at meetings of the Company and other matters as would have been conferred by the shares from which the stock arose, but so that none of such rights, privileges or advantages, (except participation in dividends and profits of the Company and in assets on a winding up) shall be conferred by an amount of the stock which would not, if existing in shares, have conferred such privileges or advantages.
63. **Application of provisions.** All such provisions of this Constitution as are applicable to paid-up shares shall apply to stock and in all such provisions the word "share" shall include "stock", and the words "shareholder" or "member" shall include "stockholder".

MEETING OF MEMBERS

64. **Annual General Meeting.** The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year within six (6) months of the Company's financial year end, and not more than fifteen (15) months shall elapse between the date of one annual general meeting and that of the next, but so long as the Company holds its first annual general meeting within eighteen (18) months of its incorporation, it need not hold it in the year of its incorporation or in the following year.
65. **Power to convene meeting of Members.** A meeting of Members may be convened by the Directors whenever they think fit. In addition, a meeting of Members may be convened on such requisition as provided by Sections 310 and 311 of the Act.
66. **Requisitionists may convene meeting of Members.** If the Directors do not convene the meeting in accordance with Clause 66, the Members who requisitioned the meeting, may call for the meeting in the manner provided in Section 313 of the Act. Any meeting convened by the requisitionist shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Directors.
67. **Venue of meeting of Members.**
- (i) The main venue of all meetings of Members and annual general meetings shall be within Malaysia at such time and place as the Board shall determine. The chairman shall be present at that main venue of the meeting.
 - (ii) The Company may convene a meeting of Members at more than one (1) venue using any technology or method that enables the Members of the Company to participate and to exercise the Members' right to speak and vote at the meeting.
 - (iii) If the Company decides to proceed with the meeting of Members in accordance with Clause 68(ii), a Member present at the separate meeting venue is taken to be present at the meeting of Members and entitled to exercise all rights as if he was present at the main venue if a separate meeting venue is linked to the main venue of a meeting of Members by an instantaneous audio-visual communication device facilities which, by itself or in conjunction with other arrangements:
 - (a) gives the general body of Members in the separate meeting place a reasonable opportunity to participate in proceedings in the main place;
 - (b) enables the Members in the separate meeting venue to vote on a poll.
68. **Notice of Annual General Meeting and meetings of Members.**
- (a) Subject to the provisions of the Act relating to agreements for shorter notice, at least 21 days' notice in writing shall be given in the case of an Annual General Meeting or where any Special Resolution is proposed to be passed, and at least 14 days' notice in writing shall be given in the case of any other meetings of Members, to all Members (other than those who under the provisions of this Constitution or the terms of issue of the shares held by them are not entitled to receive notices of meetings of Members of the Company). Every such meeting shall be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed.
 - (b) There shall appear with reasonable prominence a statement that a Member entitled to attend and vote, is entitled to appoint proxy(ies) to attend, participate, speak and vote instead of him.

- (c) The notice shall specify the place, date and time of the meeting and the general nature of business of the Meeting and may include text of any proposed resolution and other information as the Directors deem fit.
 - (d) Any notice of meetings of Members called to consider special business must be accompanied by an explanatory note which contains the necessary information to enable a Member to make an informed decision.
69. **Record of Depositors.** The Company shall request the Depository in accordance with the Rules, to issue the Record of Depositors to whom notices of meetings of Members shall be given by the Company as at the latest date which is reasonably practicable which shall in any event be not less than three (3) market days before the meeting of Members (hereinafter referred to as the General Meeting Record of Depositors"). Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a Member entitled to attend any meeting of Members and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.
70. **Omission to give notice.** Any accidental omission to give notice of any meeting of Members, or the non-receipt of the notice by, any person entitled to receive such notice shall not invalidate any resolutions passed or the proceedings at any such meeting.

PROCEEDINGS AT MEETINGS OF MEMBERS

71. **Quorum.** Three (3) Members personally present or by proxy or in the case of a corporation, by a representative duly authorised in that behalf shall be a quorum for a meeting of Members.
72. **Business at meetings.** Subject always to the provisions of the Act, no business shall be transacted at a meeting of Members except business of which notice has been given in the notice convening the meeting. An Annual General Meeting shall be held to transact the business in accordance with the Act, which include the laying of the audited financial statements and the reports of the Directors and Auditors, election of Directors in place of those retiring, appointment of Directors, fixing of Directors' fees, appointment and fixing of the remuneration of Auditors, and declaration of dividend in accordance with the Act.
73. **Special business.** All business transacted at an Annual General Meeting, other than business stated in Clause 73, and all business transacted at a meeting of Members, shall be deemed special.
74. **No business without quorum.** No business shall be transacted at any meeting of Members unless a quorum of Members is present at the time when the meeting proceeds to business. For the purposes of constituting a quorum, one (1) or more representatives appointed by a corporation shall be counted as one (1) Member or one (1) or more proxies appointed by a person shall be counted as one (1) Member.
75. **Proceedings if no quorum.** If within half an hour from the time appointed for holding of a meeting of Members, a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week (or if that day be a public holiday, then to the next Market Day following that public holiday), at the same time and place, or to such other day, time and place as the Directors may determine, but if a quorum is not present at an adjourned meeting within half an hour from the time appointed for holding the adjourned meeting, the Member(s) present shall be a quorum.
76. **Appointment of Proxy via Electronic Communication.**
- (i) Subject to the Act and the Listing Requirements, the Directors or any agent of the Company so authorised by the Directors, may accept the appointment of proxy received by Electronic Communication on such terms and subject to such conditions as they consider fit. The

appointment of proxy by Electronic Communication shall be in accordance with this Clause and shall not be subject to the requirements of Clause 87.

- (ii) For the purposes of this Clause, the Directors may require such reasonable evidence they consider necessary to determine and verify:
 - (a) the identity of the Member and the proxy; and
 - (b) Where the proxy is appointed by a person acting on behalf of the Member, the authority of that person to make the appointment.
- (iii) Without prejudice to Clause 77(i), the appointment of a proxy by Electronic Communication must be received at the Electronic Address specified by the Company in any of the following sources and shall be subject to any terms, conditions or limitations specified therein:-
 - (a) Notice calling the meeting;
 - (b) Instrument of proxy sent out by the Company in relation to the meeting; or
 - (c) Website maintained by or on behalf of the Company
- (iv) An appointment of proxy by Electronic Communication must be received at the Electronic Address specified by the Company pursuant to Clause 77(iii) not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
- (v) An appointment of proxy by Electronic Communication which is not made in accordance with this Clause shall be invalid.

77. **Chairperson of meeting of Members.** The Chairman of the Board or in his absence, the Deputy Chairman (if any) shall preside as Chairman at every meeting. If there is no such Chairman, or if at any meeting he is not present within half an hour after the time appointed for holding the meeting, or if he is unwilling to act a Chairman, the Directors present shall choose one (1) of the Directors present to be the Chairman, or if one (1) Director is present, he shall preside a Chairman if he is willing to act. If no director is present, or if each of the Directors present declines to take the chair, the Members present in person or by proxy or in the case of a corporation, by a representative duly authorised in that behalf and entitled to vote shall elect one (1) of their number present to be Chairman of the meeting. However, a proxy shall not be eligible for election as Chairman of the meeting.

78. **Chairman may adjourn meeting.**

- (i) The Chairman may, with the consent of the meeting at which a quorum is present and if so directed by the meeting shall, adjourn the meeting from time to time and from place to place.
- (ii) Without prejudice to the generality of Clause 79(i), the Chairman of a meeting of Members may adjourn a meeting of Members to another time and place or interrupt or suspend the meeting of Members, in each case, without the consent of the meeting and without having to give any reason therefor, if it appears to him that:-
 - (a) the unruly conduct of persons attending the meeting prevents or is likely to prevent the orderly continuation of the business of the meeting; or
 - (b) an adjournment is otherwise necessary so that the business of the meeting may be properly convened.

- (iii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

79. **Notice of adjourned meeting.** When a meeting is adjourned for twenty-one (21) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

VOTING

80. (a) **Voting on show of hands.** On a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares in the Company who is personally present or his proxy or attorney or duly authorised representative shall have one (1) vote.
- (b) **Voting on a poll.** Subject to this Constitution and any rights or restrictions for the time being attached to any classes of shares, at meetings or class of meetings, each Member who is personally present or by proxy or by a duly authorised representative and entitled to vote shall have one (1) vote for every share held by him.
81. **Vote of Member of unsound mind.** A Member who is of unsound mind or whose person or estate is liable to be dealt with under the law relating to mental disorder may vote by his committee or by such other person who properly has the management of his estate and any such committee or other person may vote in person or by proxy or attorney.
82. **Representation of corporation.** Subject to Section 333 of the Act, any corporation which is a Member of the Company, may by resolution of Directors or other governing body authorise such person(s) to act as its representative(s) at any meeting of Members of the Company and a person so authorised shall in accordance with his authority and until his authority is revoked by the corporation, be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it was an individual Member of the Company.
83. **How votes may be given.** Votes may be given either personally or by proxy or in the case of a corporation by a representative duly authorised.
84. **Form of proxy.** The instrument appointing a proxy shall be in such form as the Board may from time to time prescribe or approve subject to such variations or circumstances as the Act or the Listing Requirements may require.
85. **Instrument appointing proxy to be in writing.** Subject to the Act or other written laws, the instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or if such appointer is a corporation, under its common seal or under the hand of an officer or attorney duly authorised. The Directors may, but shall not be bound to, require evidence of the authority under which the instrument was signed by any such attorney or officer.
86. **Instrument appointing proxy to be deposited.** The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office, or such other place within Malaysia as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or in the case of a poll, not less than twenty-four (24) hours before the time appointed for taking of the poll, and in default the instrument of proxy shall not be treated as valid.
87. **Member barred from voting while call unpaid.** No Member shall be entitled to be present or to vote at any general meeting or to exercise any privilege as a Member nor be counted as one (1) of the quorum unless all calls or other sums immediately payable by him in respect of shares in the Company have been paid.

88. (a) **Proxy.** A proxy may but need not be a Member of the Company and a Member may appoint any person to be his proxy. There shall be no restriction as to the qualification of the proxy and a proxy appointed to attend and vote at a meeting of the Company shall have the same rights as the Member to speak at the meeting.
- (b) **Number of Proxies allowed.** A Member may not appoint more than two (2) proxies to attend the same meeting. Where the holder appoints two (2) proxies to attend and vote at the same meeting, such appointment shall be invalid unless he specifies the proportion of his shareholding to be represented by each proxy. A proxy shall be entitled to vote on a show of hands on any question at any general meeting.
- (c) **Authorised Nominee.** Where a Member is an Authorised Nominee, it may appoint not more than two (2) proxies in respect of each Securities Account it holds with ordinary shares of the Company standing to the credit of the said Securities Account.
- (d) **Exempt Authorised Nominee.** Where a Member of the Company is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account (omnibus account), there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds.
89. **Voting by Poll.** Subject to any express requirements under the Listing Requirements, all resolutions put to vote at any meeting of Members shall be determined by poll unless such requirement is waived. A poll shall be taken in such manner and either forthwith or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was taken, but a poll demanded on the election of chairman or on a question of adjournment shall be taken immediately. The Company shall appoint at least one (1) scrutineer if so required under the Listing Requirements, for the purpose of verifying the results of the poll and may, in addition to the power of adjourning meetings as contained in this Constitution, adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll. A declaration by the Chairman of the meeting whether a resolution has, on a poll, been carried or lost, based on the poll results obtained, shall be conclusive evidence of that fact.
90. **Method of voting where mandatory polling is not required.**
- (i) Where a requirement to determine a resolution put to vote at the meeting of Members by poll is waived under the applicable laws, a resolution put to the vote at any meeting of Members shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-
- (a) by the Chairman of the meeting;
- (b) by at least three (3) Members present in person or by proxy or in the case of a corporation, by a representative duly authorised in that behalf;
- (c) by any Member or Members present in person or by proxy or in the case of a corporation, by a representative duly authorised in that behalf and representing not less than one-tenth (1/10) of the total voting rights of all Members having the right to vote at the meeting; or
- (d) By a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth (1/10) of the total sum paid up on all the shares held by all Members present in person or by proxy or in the case of a corporation, by a representative duly authorised in that behalf conferring that right;

provided that a poll may be demanded prior to or on the declaration of the result of the show of hands.

- (ii) Unless mandatory polling is required under the applicable laws or a poll is so demanded in accordance with Clause 91(i), a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolutions.
 - (iii) The demand for a poll may be withdrawn. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
91. (i) **Chairman to have casting vote.** In the case of an equality of votes, the Chairman of the meeting shall be entitled to have casting vote in addition to the votes to which he may be entitled as a Member.
- (ii) **Dispute in relation to the vote.** In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.
- (iii) **Error in vote count.** If any votes have been counted with ought not to have been counted or might have been rejected, the error shall not vitiate the results of the voting unless it be so pointed out at the same meeting or at any adjournment thereof, as the case may be, and in the opinion of the Chairman at the meeting or adjournment thereof it shall be of sufficient importance so as to vitiate the result of the voting.
- (iv) **Validity of a poll taken by a proxy.** A poll taken by a proxy shall, notwithstanding that it is exercised otherwise than in accordance with the instructions of the appointer, be valid and binding on the appointer, and the Company shall not be under any obligation to ensure or verify that a proxy voting at a meeting of Members shall vote or had voted in accordance with the instructions indicated in the instrument of proxies.
92. **Proxy valid notwithstanding previous death or revocation.** A vote given in accordance with the terms of the instrument of proxy shall be valid notwithstanding the previous death or unsoundness of mind of the Member or revocation of the proxy or power of attorney under which it is made or transfer of the share in respect of which the vote is given provided that no intimation in writing of the death, unsoundness of mind, revocation or transfer shall have been received at the Office before the commencement of the meeting or adjourned meeting at which the instrument is issued.
93. **Objection to qualification of voter.** No objection shall be raised on the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

DIRECTORS

94. **Number of Directors.** Unless otherwise determined by the Company in meeting of Members, the number of directors shall be not less than three (3) nor more than fifteen (15). All Directors of the Company shall be natural persons. In the event of any casual vacancy occurring and reducing the number of Directors below the aforesaid minimum number, the remaining Directors or Director may, except in an emergency, act only for the purpose of filling up such vacancy or vacancies or of summoning a meeting of Members of the Company.

95. **Directors' qualification.** The shareholding qualification for Directors may be fixed by the Company in a meeting of Members and until so fixed, no shareholding qualification for Directors shall be required. All Directors shall be entitled to receive notice of and to attend all meetings of Members.
96. **Appointment by Board of Directors.** The Directors shall have power at any time to appoint any person as a Director either to fill a casual vacancy or an addition to the Board, but so that the total number of Directors shall not be increased beyond the maximum number hereinbefore prescribed. Any Director so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at the meeting.
97. **Director may hold any other office or place of profit.** Subject always to the Act and requirements of the Exchange, a Director may hold any other office or place of profit under the Company (other than the office of Auditors) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine. No Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such office or place of profit or as vendor, purchaser or otherwise and any such contract, or any contract or arrangement entered into by or on behalf of the company in which any Director is in any way interested. Any Director so contracting or being so interested shall not be liable to account to the Company for any profit realised by any such contract or agreement by reason of such Director holding that office of the fiduciary relationship thereby established, but the nature and extent of his interest must be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration or, if the Director was not at the date of the meeting interested in the proposed contract or arrangement, then at the next meeting of the Directors held after he became so interested or, in a case where the Director becomes interested in a contract or arrangement after it is made, at the first meeting of the Directors held after he becomes so interested.
98. **Director not to participate or vote in contracts where he has an interest but shall be counted to make quorum.** No Director shall participate in any discussion nor vote in respect of any contract or arrangement or proposed contract or arrangement in which he is directly or indirectly interested (unless the interest is one that need not be disclosed under Section 221 of the Act), and if he should do so, his vote shall not be counted although notwithstanding his interest, he shall be counted only to make the quorum at the meeting of the Board.
99. **Notice of Disclosures.** Every Director shall give notice to the Company of such events and matters relating to himself as may be necessary or expedient to enable the Company and its officers to comply with the requirements of the Act.
100. **Right to payment for professional services.** Any Director may act by himself or his firm in a professional capacity for the 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 Auditors of the Company.
101. **Directors may become Directors of other corporation.** A Director of the Company may be or become a Director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation which is directly and indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a Director or officer of, or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as Directors of such other corporation, in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the Directors or other officers of such corporation), and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or is about to be appointed a Director or other officer of such corporation and as such is or may

become interested in the exercise of such voting rights in manner aforesaid.

102. **Remuneration of Director.** The Directors shall be paid for their services as follows:-

- (a) Directors who hold no executive office in the Company shall be paid fees by a fixed sum and not by a commission on or percentage of profits or turnover.
- (b) Fees and benefits payable to Directors shall be subject to annual shareholders' approval at a meeting of Members. Such fees may be divided among the Directors in such proportions and manner as the Directors shall determine.
- (c) Any fee paid to an Alternate Director shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration paid to the latter.
- (d) Salaries payable to Directors who hold an executive office in the Company may not include a commission on or percentage of turnover but may include a commission on or percentage of profits.

103. (a) **Reimbursement of expenses.** The Directors shall be paid all their travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or meeting of Members or which they may otherwise incur in connection with the business of the Company.

- (b) If any Director being willing shall be called upon to perform extra services or 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 in giving special attention to the business of the Company, he shall be entitled to receive such sum as the Directors may think fit either as a fixed sum by way of salary, allowances or as percentage of profits or otherwise but not a commission on or percentage of turnover and such remuneration may, as the Directors shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses of the Company.

ALTERNATE DIRECTOR

104. **Appointment or removal of an alternate director.** A Director may appoint any person (other than a Director) approved by a majority of the other Directors to act as his alternate Director and at his discretion by way of a notice to the Company, remove such alternate Director from office. An alternate Director may only be appointed as an alternate to one Director at any point in time. Any fee paid by the Company to an alternate Director shall be deducted from that Director's remuneration.

Any appointment or removal of an alternate Director may be made in writing and sent by hand, post, facsimile or in any other form or manner, electronic or otherwise, as approved by the Board.

105. **Cessation of appointment of an alternate Director.** If a Director making any such appointment as aforesaid shall cease to be a Director (otherwise than by reason of vacating his office at a meeting of Members at which he is re-elected), the person appointed by him as an alternate Director shall thereupon cease to be an alternate Director.

106. **Rights of an alternate Director.** An alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present.

An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

DISQUALIFICATION OF DIRECTORS

107. **Vacation of Office of Director.** The office of a Director shall be vacated if the person holding that office:-

- (i) becomes disqualified from being a Director under Section 198 or 199 of the Act;
- (ii) ceases to be or is prohibited from being a Director by virtue of the Act or Listing Requirements or applicable laws;
- (iii) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Mental Health Act 2001;
- (iv) dies;
- (v) resigns from his office by notice in writing to the Company and deposited at the Office;
- (vi) is removed from office in accordance with the Act or this Constitution;
- (vii) has retired in accordance with the Act or this Constitution but not re-elected; or
- (viii) has been convicted in relation to the offences as follows:-
 - (a) by a court of law, whether within Malaysia or elsewhere, in connection with the promotion, formation or management of a corporation;
 - (b) by a court of law, whether within Malaysia or elsewhere, involving fraud, bribery or dishonesty or where the conviction involved a finding that he acted fraudulently or dishonestly; or
 - (c) by a court of law, under the securities laws of corporations laws of the Company's place of incorporation;

within a period of 5 years from the date of conviction or if sentenced to imprisonment, from the date of release from prison, as the case may be.

CHIEF EXECUTIVE, MANAGING DIRECTOR AND/OR EXECUTIVE DIRECTORS

108. **Appointment and powers of Chief Executive, Managing Director and/or Executive Directors.** The Directors may from time to time appoint any one or more of their body to be the holder of any executive office or position, including but not limited to the office of Chief Executive, Managing Director by whatever name called or to the function of an Executive Director by whatever name called for such period and upon such terms as they think fit and may vest in each Chief Executive, Managing Director or Executive Director, as may be appointed by them such of the powers hereby vested in the Directors generally as they may think fit and may from time to time revoke, withdraw, alter or vary all or any of such powers as they think fit. The Chief Executive, Managing Director or Executive Director shall be subject to the control of the Board.

109. **Remuneration of Executive Officer.** The remuneration of Chief Executive, Managing Director and/or Executive Director given due to his office as executive or management position, if any, shall be fixed by the Directors and may 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.

110. **Resignation and removal of Executive Officer.** The Chief Executive, Managing Director and/or Executive Director, shall be subject to the same provisions as to retirement by rotation in accordance with this Constitution, resignation and removal as the other Directors of the Company and, if he ceases to hold the office of Director for any cause, he shall ipso facto and immediately cease to be Chief Executive, Managing Director or Executive Director, as the case may be.

POWERS AND DUTIES OF DIRECTORS

111. **Powers and duties.** The business and affairs of the Company shall be managed by or under the direction of the Directors who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company required by the Act, the Listing Requirements or by this Constitution, to be exercised by the Company in meeting of Members, provided that if for any reason whatsoever the Board is unable to exercise any of its powers hereunder, in particular for the reason that all the Directors are to be regarded as interested in a particular matter, such powers may be exercised by the Company in meeting of Members.
112. **Limitation on Directors' Powers.** The Directors shall not without the prior approval of the Company in meeting of Members: -
- (a) exercise any power of the Company to issue shares unless otherwise permitted under the Act;
 - (b) unless otherwise permitted by the Act, enter into any arrangement or transaction with a Director of the Company or its holding company or with a person connected with such a Director, to acquire from or dispose to such a Director or person, any shares or non-cash assets of the requisite value; or
 - (c) execute any transaction for the acquisition of an undertaking or property of a substantial value or the sale or disposal of a substantial portion of the Company's main undertaking or property.
113. **Directors' borrowing powers.**
- (i) The Directors may exercise all the powers of the Company whatsoever to borrow money, raise funds, accept credit facilities and to mortgage or charge its undertaking, property (both present and future) and uncalled capital, or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or any company as may be thought fit.
 - (ii) The Directors may borrow or raise any such money as aforesaid, upon such terms and conditions in all respects as the Directors may think fit, upon or by the issue or sale of any bonds, debentures, debenture stocks or securities. The Company may in meeting of Members grant a right for the holders of bonds, debentures, debenture stocks or securities to exchange the same for shares in the Company or any class authorised to be issued. The Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage or a charge upon all or any part of the undertaking or property of the Company, both present and future and upon any capital remaining unpaid upon the shares of the Company, whether called up or not or by any other security and the Directors may confer upon any mortgages or persons in whom any debentures, debenture stock or security is vested, such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or so raised and confer upon the trustees or any receiver to be appointed by them or by any debenture holder, such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company, or the management or the realisation thereof, or the making, receiving or enforcing of calls upon the Members in respect of unpaid capital and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.

114. **Power to maintain pension fund.** The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such person as aforesaid and make payments for or towards any hospital or scholastic expenses and any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in meeting of Members.
115. **Signing of cheques etc.** All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors from time to time by resolution determine.
116. **Use of seal abroad.** The Directors may exercise all the powers of the Company in relation to any official seal for use outside Malaysia and in relation to branch registers.
117. **Appointment of Attorneys.** The Directors may from time to time by power of attorney under Seal or such other manner authorised by the Act, appoint any corporation, firm or person or body of persons whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorises and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.

RETIREMENT, ROTATION AND REMOVAL OF DIRECTORS

118. **Rotation and retirement of Directors.** An election of Directors shall take place each year. At every annual general meeting one-third of the Directors or if their number is not a multiple of three then the number nearest to one-third shall retire from office and be eligible for re-election provided that all Directors shall retire from office once at least in each three (3) years, but shall be eligible for re-election. A retiring Director shall retain office until the close of the meeting at which he retires.
119. **Which Directors to retire.** The Directors to retire in every year shall, subject nevertheless as hereinafter provided, be the Directors who have been longest in office since their last election, but as between persons who became Directors on the same day, the Director to retire shall, unless they otherwise agree among themselves, be determined by lot.
120. **Filling of vacancy.** The Company at the meeting at which a Director retires may fill the vacated office by electing a person thereto and in default thereof, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a Director, be deemed to have been re-elected unless at such meeting it is expressly resolved not to fill such vacated office or unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost. A retiring Director shall be deemed to have offered himself for re-election unless he has given notice in writing to the Company that he is unwilling to be re-elected.
121. **Notice of intention to appoint Directors.** No person, not being a retiring Director, shall be eligible for election to the office of Director at any meeting of Members unless a Member intending to propose him for election has, at least eleven (11) clear days before the meeting, left at the Office a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his

candidature for the office, or the intention of such Member to propose him for election, provided that in the case of a person recommended by the Directors for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the registered holders of shares at least seven (7) days before the meeting at which the election is to take place. The cost of serving the notice as aforesaid on the registered holders of shares where the nomination is made by a Member, shall be borne by the Member making the nomination.

122. **Number may be increased or reduced.** The Company may from time to time in a meeting of Members increase or reduce the number of Directors, and determine in what rotation such increased or reduced number is to retire from office.
123. **Removal of Director.** The Company may by Ordinary Resolution at a meeting of which special notice has been given in accordance with Section 206 of the Act, remove any Director before the expiration of the Director's tenure of office notwithstanding any provision of this Constitution or of any agreement between the Company and such Director but without prejudice to any claim he may have for damages for breach of any such contract, and may, if thought fit, by Ordinary Resolution of which special notice has been given, appoint any other person as a Director in his place. The person so appointed shall be treated, for the purpose of determining the time at which he or any other Director is to retire, as if he had become a Director on the day on which the person in whose place he is appointed was last appointed a Director. In default of such appointment, the vacancy so arising may be filled by the Directors as a casual vacancy.

PROCEEDINGS OF DIRECTORS

124. **Quorum of Directors' Meeting.** The quorum necessary for the transaction of the business of the Directors shall be fixed by the Directors from time to time and unless so fixed, the quorum shall comprise three (3) Directors of the Company, and a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under this Constitution vested in or exercisable by the Directors generally.
125. **Notice of Directors' Meeting.** On the request of a Director, the Secretary shall at any time summon a meeting of the Directors by notice served upon every Director who is in Malaysia. Unless otherwise determined, five (5) days' notice of every meeting of Directors shall be served on each Director entitled to receive the notice either personally or sending it through post at the last known address, or by Electronic Communication at the last known Electronic Address provided or to the address provided by the Director to the Company for purposes of communication with him. Any irregularity in the notice of meeting is waived if all Directors entitled to receive notice of the meeting attend the meeting without objection to the irregularity.
126. **Meetings of Directors by telephone conference, video conference, other Electronic Communication device etc.** Subject to the laws for the time being in force, all or any Members, the Board of Directors or any committee of the Board of Directors may participate in the meeting of the Board of Directors or committee of the Board of Directors (as the case may be) by means of a telephone conference, video conference or any other Electronic Communication device which allows all persons participating in the meeting to hear each other ("Communication Equipment"). A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote. Subject always that all provisions of this Constitution as to meetings of the Directors will apply to such meeting involving Communication Equipment and the following conditions must be fulfilled:-
- (a) At the commencement of the meeting each Director acknowledges his/her presence thereof to all the other Directors taking part;
 - (b) Each of the Directors taking part is able to be heard and hear each of the other Directors throughout the meeting subject as hereinafter mentioned;

- (c) A director will be conclusively presumed to have been present and have formed part of the quorum throughout the meeting and may not leave by disconnecting the Communication Equipment unless he has obtained prior express consent from the chairman of the Meeting; and
 - (d) Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting then is.
127. **Chairman of Directors' Meetings.** The Directors may elect a Chairman and a deputy Chairman and determine the period for which they are to hold office but if no Chairman or Deputy Chairman is elected or if at any meeting of Directors, the Chairman or the Deputy Chairman (if any) is not present within thirty (30) minutes after the time appointed for holding the same, the Directors present shall choose one (1) of their number to be Chairman of such meeting.
128. **Chairman has casting vote.** Subject to the provisions of this Constitution, questions arising at any meeting shall be decided by a majority of votes of the Directors present, each Director having one (1) vote. In the case of an equality of votes, the chairman shall have a second or casting vote provided always that the chairman of a meeting at which only two (2) directors are present or at which only two (2) Directors are competent to vote on the questions at issue shall not have a second or casting vote.
129. **Remaining Directors may act notwithstanding vacancy.** The remaining Directors may continue to act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of meetings of Directors, the remaining Director(s) may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or of summoning a meeting of Members of the Company but not for other purpose.
130. **Committees of the Board.** The Board may delegate any of its power to Committees consisting of such member or members of its body as the Board thinks fit and any Committee so formed shall in the exercise of the powers so delegated conform to any terms or conditions that may be imposed on it by the Board. A Committee may elect a chairman of its meetings and may determine its own proceedings.
131. **Proceedings of Committee.** Subject to any terms or conditions imposed by the Board:-
- (a) A Committee may meet and adjourn its meetings and determine its own proceedings as its members think proper.
 - (b) Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairman shall have a second or casting vote except where only two (2) members of the Committee are competent to vote on the question at issue or are the quorum at the meeting.
 - (c) The meetings and proceedings of any such Committee consisting of two or more members shall be governed by the provisions regulating the meetings and proceedings of the Committees as may be stated in their respective terms of reference or as may be determined by the Board from time to time.
132. **Validity of acts of Directors and Committee.** All acts done bona fide at any meeting of the Directors, or of a Committee of Directors, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or person acting as aforesaid, or that they or any of them were disqualified to be a Director, be as valid as if every such person had been duly appointed and qualified to be a Director.

DIRECTORS' CIRCULAR RESOLUTIONS

133. (a) A resolution in writing signed and/or assented to by any means of Electronic Communication by a majority of the Directors for the time being present in Malaysia being entitled to receive notice of a meeting of Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.
- (b) All such resolutions shall be described as "Directors' Circular Resolution" and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by him in the Company's minute book and submitted for a confirmation at a meeting of the Directors next following the receipt thereof by him. Any such resolution may consist of several documents in like form, each signed by one (1) or more Directors.
- (c) The expressions "in writing" and "signed" include approval by legible confirmed transmission by facsimile or other written electronic communication.

AUTHENTICATION OF DOCUMENTS

134. **Authentication of documents.** Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the Constitution of the Company and any resolution passed by the Company or the Directors and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and, where any books, records, documents or accounts are kept elsewhere than in the Office, the local manager or other officer of the Company having custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.
135. **Conclusive evidence of resolutions and extract of minutes of meetings.** A document purporting to be a copy of a resolution of the Directors or any extract from the minutes of a meeting of the Directors which is certified as such in accordance with the provisions of Clause 135, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

MINUTES AND REGISTERS

136. **Minutes to be Entered.** The Directors shall cause minutes to be duly entered in books provided for the purpose:
- (a) of all appointments of officers;
- (b) of the names of all the Directors present at each meeting of the Directors and of any committee of Directors, local board or agency and of the Company in meeting of Members;
- (c) of all resolutions and proceedings of meetings of Members and of meetings of the Directors and committee of Directors, local board or agency; and
- (d) of all directions and orders made by the Directors and any committee of Directors, local board or agency.

Such minutes shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting and shall be accepted as prima facie evidence without further proof of the facts stated therein.

137. **Particulars of Directors, Managers and Secretaries.** The Company shall in accordance with the provisions of the Act, keep at the Office, a register containing such particulars with respect to the Directors, Managers and Secretaries of the Company as are required by the Act, and shall from time to time notify the Registrar of the Company of any change in such register and of the date of

change in manner prescribed by the Act.

138. **Minutes kept at Office.** The books containing the minutes of proceedings of any meeting of Members shall be kept by the Company at the Office or the principal place of business in Malaysia of the Company and shall be open to the inspection of any Member without charge.
139. **Registers to be kept.** The Company shall also keep at the Office, registers which shall be open to the inspection of any Member without charge and to any other person on payment for each inspection of a prescribed fee, all such matters required to be so registered under the Act, and in particular:-
- (a) a register of substantial shareholders and of information received in pursuance of the requirements under Sections 56 and 144 of the Act; and
 - (b) a register of the particulars of each of the Directors' shareholdings and interests as required under Section 59 of the Act.

SECRETARY

140. (a) The Secretary or Secretaries shall in accordance with the Act be appointed by the Directors for such term and at such remuneration and upon such conditions as they think fit and any Secretary or Secretaries so appointed may be removed by the Directors without prejudice to any claim he or they may have for damages for breach of any contract of service with the Company. The Directors may from time to time appoint a temporary substitute for the Secretary or Secretaries who shall be deemed to be the Secretary during the term of his appointment.
- (b) The office of the Secretary shall become vacated if the Secretary resigns by notice in writing to the Company, left at the registered office of the Company with copies lodged with the Directors for the time being at their last known addresses.
- (c) Where a Secretary gives notice of resignation to the directors, the Secretary shall cease to be the Secretary of the Company on the expiry of one (1) month from the date of the said notice

SEAL

141. **Authority for use of Seal.** The Directors shall provide for the safe custody of the Seal which shall only be used pursuant to a resolution of the Directors or a committee of the Directors authorising the use of the Seal. The Directors may from time to time make such regulations as they think fit determining the persons and the number of such persons in whose presence the Seal shall be affixed and, until otherwise so determined, the Seal shall be affixed in the presence of at least one (1) Director and counter-signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose who shall sign every instrument to which the Seal is affixed and the Directors may by resolution determine either generally or in any particular case that the signature of any Director, the Secretary or such other persons appointed as aforesaid may be affixed or reproduced by facsimile, autographic or other mechanical means provided that the use of such is restricted to a certificate or other documents of title in respect of any share, stock, debenture or marketable security created or issued by the Company to be given under the Seal of the Company. The Company may exercise the powers of Section 62 of the Act, and such powers are accordingly hereby vested in the Directors.
142. **Share Seal.** The Company may also have an Official Seal pursuant to Section 63 of the Act.

ACCOUNTS

143. **Keeping and inspection of books of account.** The Directors shall cause proper accounting and other records to be kept whether in a legible or non-legible form and shall distribute copies of financial statements and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and other records of the Company or any of them, shall be opened to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right to inspect any account or book or paper of the Company except as conferred by statute or authorised by the Directors or by the Company in meeting of Members. Subject always to Act, the books of account or records of operations shall be kept at the Office or at such other place as the Directors deem fit and shall at all times be open to inspection by the Directors.
144. **Presentation of accounts.** The Directors shall from time to time in accordance with Sections 248 and 252 of the Act cause to be prepared and laid before the Company in an annual general meeting such financial statements and directors' reports as required by the Sections. The interval between the close of a financial year of the Company and the issue of the annual audited financial statements and the Directors' and Auditors' reports shall not exceed four (4) months. The circulation of financial statements and reports shall be at least twenty-one (21) days before the date of the Company's Annual General Meeting. The financial statements and reports may be circulated at a shorter period if it was agreed by all the Members entitled to attend and vote at the Annual General Meeting.
145. **Auditors.** Auditors shall be appointed in accordance with Section 271 of the Act and their duties regulated in accordance with Section 266 of the Act.

DIVIDENDS AND RESERVES

146. **Distribution of Dividends.** Subject to the Act, the Directors shall declare and distribute dividends from time to time out of profits of the Company available if the Company is solvent.
147. **Directors may form reserve fund and invest.** The Directors may, before authorising any dividend, set aside out of the profits of the Company such sums as they think proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the same to reserve, carry forward any profits which they think prudent not to divide.
148. **Payment of dividends.** Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of call shall be treated for the purposes of this Clause as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
149. **Deduction from Dividends.** The Directors may deduct from any dividend payable to any Member, all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company held by him.
150. **Dividends due may be retained until registration.** The Directors may retain the dividends payable upon shares in respect of which any person is under the provision as to the transmission of shares hereinbefore contained entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person shall become a Member in respect of such shares or shall transfer the same.

151. **Unclaimed dividends may be invested.** All dividends unclaimed for one (1) year, subject to the Unclaimed Moneys Act, 1965 after having been declared may be invested or otherwise made use by the Directors for the benefit of the Company until claimed or paid pursuant to the Unclaimed Moneys Act, 1965.

152. **Manner of realisation of dividend and bonus.** The Directors in authorising a distribution of dividends or bonus may direct payment of such dividend or bonus, wholly or partly by the distribution of specific assets (including treasury shares as defined under the Act) and in particular of paid-up shares, debenture or debenture stock of any other company or in any one (1) or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and fix the value for the distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

153. **Mode of payment.**

(1) Any dividend, interest or other money payable in cash in respect of shares may be paid by direct crediting, bank transfer, or such other mode of electronic means, cheque or dividend warrant and in the case of a cheque or dividend warrant for such payment, sent:

- (a) by post, by courier or by hand to the registered address of the person entitled as appearing in the Record of Depositors; or
- (b) by post, by courier or by hand to the registered address of the person becoming entitled to the share by reason of the death, bankruptcy or mental disorder of the holder or by operation of law or if such address has not been supplied, to such address to which such cheque or dividend warrant might have been posted if the death, bankruptcy, mental disorder or operation of law had not occurred; or
- (c) by post, by courier or by hand to such address as the person entitled may direct in writing;

but the Company shall be entitled to send such cheque or dividend warrant to such other address or by such other means stated in the above paragraphs hereof notwithstanding such direction.

(2) Every cheque or dividend warrant may be made payable:-

- (a) to the order of the person entitled; or
- (b) to the order of the person entitled by reason of the death, bankruptcy or mental disorder of the holder or by operation of law; or
- (c) to the order of such other person as the person entitled may in writing direct or direct to be sent to,

but nothing in this Clause shall prevent such cheque or dividend warrant from being made payable in such other manner as the Company would be entitled to in respect of such cheque or dividend warrant including (without limitation), in the case of the death of the holder of the share in respect of which the dividend or other moneys to be paid by the cheque or dividend warrant are payable making such cheque or dividend warrant payable to the estate of such holder if the Company thinks appropriate. Such cheque or dividend warrant shall be a good discharge to the Company. The Company shall not be responsible for any loss of any such cheque or dividend warrant (whether in the post, while being delivered by courier or by hand, after delivery to the relevant address or person or otherwise). The payment of any dividend

by electronic means shall constitute a good and full discharge to the Company in respect of the money represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged or any discrepancy given by the Member in the details of the bank account(s). Every such cheque or warrant shall be sent at the risk of the person entitled to the money thereby represented.

CAPITALISATION OF PROFITS

154. **Capitalization of profits by bonus issue etc.** Subject to the Act and the Listing Requirements, the Company in a meeting of Members may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution.
155. **Director's duties and powers in capitalization.** Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional shares or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

LANGUAGE

156. **Translation.** Where any accounts, minute books or other records required to be kept by the Act are not kept in Malay or English language, the Directors shall cause a true translation of such accounts, minute books and other records to be made from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original accounts, minute books and other records for so long as the original accounts, minute books and other records are required by the Act to be kept.

NOTICES

157. (i) **Notice of Annual General Meeting, Meeting of Members and Meetings of Board or Board Committees and/or documents.** Notices of meetings of Members and of meetings of the Board or Board Committees and any other communication between the Company and the Members and/or its Directors and/or Board Committees, including matters relating to resolutions, supply of information or documents or otherwise whether for the purposes of complying with the Act, the Listing Requirements or otherwise may be:
- (a) in hard copy;
 - (b) in Electronic Form; or
 - (c) partly in hard copy and partly in Electronic Form.

- (ii) **Communication in hard copy.** A communication in hard copy shall be valid if:
 - (a) sent to the Company through post at the registered office;
 - (b) served on the Member or Director personally, or, by sending it through post at the last known address; or
 - (c) sent to the Company or Member or Director by facsimile; or
 - (d) advertised in the daily press.
- (iii) **Communication in Electronic form.** A communication in Electronic Form shall be valid if:
 - (a) sent to the Company at an Electronic Address provided for that purpose;
 - (b) sent to the Member or Director by Electronic Communication at the last known Electronic Address provided;
 - (c) served on a Member by means of publication on the Company's website provided that a notification of the publication of such item or material being communicated on the website has been given to the Members in hard copy and/or Electronic Form in accordance with the Act and the Listing Requirements; or
 - (d) served on a Member using any other electronic platform maintained by the Company or third parties that can host the information in a secure manner for access by Members provided that a notification of the publication of such item or material being communicated on the electronic platform has been given to the Members in hard copy and/or Electronic Form in accordance with the Act and the Listing Requirements.
- (iv) **Communication partly in hard copy and partly in Electronic form.** A communication partly in hard copy and partly in Electronic Form shall include the sending of any communication by any means while in Electronic Form. This shall include:
 - (a) the sending to the Company through post at the registered office; or
 - (b) the service on the Member or Director either personally or through post at the last known address,of any notice or communication contained in Electronic Form such as CD-ROM, USB drive or any other equipment or device used for the storage of data.
- (v) **Last known address.** The address (including Electronic Address):
 - (a) of a Member appearing in the Record of Depositors or Register of Members;
 - (b) of a Director appearing in the Register of Directors; or
 - (c) provided by the Member or the Director to the Company for purposes of communication with him,shall be deemed as the last known address of the Member or Director for purposes of communication including but not limited to service of notices and/or documents to the Member or Director respectively.
- (vi) **Communication by hard copy deemed served.** Any item or material being communicated by shall be deemed to have been served by the Company to a Member on the day the prepaid letter, envelope or wrapper containing such item or material is posted.

In proving service by post it shall be sufficient to prove that the letter containing the notice or document or material was properly addressed and stamped and put into a government post box or delivered to the postal authority for delivery.

In providing service by facsimile it shall be deemed to be effective at the time of despatch with confirmed answerback of the addressee appearing at the beginning and end of the communication.

Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

- (vii) **Communication in Electronic Form deemed served.** A communication in Electronic Form sent to the Director or Member by Electronic Communication shall be deemed to be served upon transmission of the same to the Electronic Address of the addressee provided that the Company has record of the Electronic Communication being sent and does not receive an automated delivery failure notice after the communication has been transmitted.
- (viii) **Communication by publication on website deemed served.** A communication by means of publication on a website shall be deemed to be served upon when the material was first made available on the website provided that the notification of the publication or availability of the item or material being communicated on the website has been given to the Members whether in hard copy and/or Electronic Form in accordance with the Act and the Listing Requirements.
- (ix) **Communication by electronic platform deemed served.** A communication via electronic platform maintained by the Company or third parties shall be deemed to be served on the date the item or material being communicated was first made available thereto provided that the notification of the publication or availability of the item or material being communicated on the relevant electronic platform has been given to the Members whether in hard copy and/or Electronic Form in accordance with the Act and the Listing Requirements.
- (x) A Member or Director who has no registered address within Malaysia and has not supplied to the Company an address within Malaysia for purposes of communication with him shall not be entitled to receive any notice or documents or communication in hard copy through post from the Company.

158. Notice in case of death or bankruptcy.

- (i) Any notice or document required to be sent to Members delivered or sent by post to or left at the last known address of any Member or advertised in accordance with Clause 158 shall, notwithstanding such Member be then deceased, and whether or not the Company have notice of his decease, be deemed to have been duly served in respect of any shares, and such service shall, for all purposes of these presents, be deemed a sufficient service of such notice or document on his heirs, executors or administrators.
- (ii) Every person who, by operation of law, transfer, transmission or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which, prior to his name and/or address being entered in the Register or the Record of Depositors as the registered holder of such share, shall have been duly given to the person from whom he derives the title to such share.

159. Who may receive notice.

- (i) Notice of every meeting of Members shall be given in any manner hereinbefore specified to:

- (a) every Member;
 - (b) every person entitled to a share in consequence of the death or bankruptcy or in case of a corporation, upon liquidation, of a Member who, but for his death or bankruptcy or liquidation, would be entitled to receive notice of the meeting;
 - (c) the Auditors;
 - (d) every Director; and
 - (e) the Exchange.
- (ii) Any notice on behalf of the Company or of the Board shall be deemed effectual if it purports to bear the signature of the Secretary or other duly authorised officer of the Company.

WINDING UP

160. **Distribution of assets.** If the Company is wound up the liquidator may, with the sanction of a special resolution of the Company, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidators may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributor as the liquidator, with the like sanction, think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

161. **Sharing of loss and excess.**

Save that this Clause shall be without prejudice to the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:

- (a) if the Company shall be wound up and the assets available for distribution among the Members as such, shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively; and
- (b) if in a winding-up the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed among the Members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively.

162. **Rights of preference shareholders upon winding up.** In the event the Company is wound up and its assets distributed, the holders of preference shares shall be entitled to return of capital in preference to holders of ordinary shares.

163. **Liquidator's fees in voluntary liquidation.** On the voluntary liquidation of the Company, no commission or fee shall be paid to the liquidator unless it shall have been approved by the Members. The amount of such payment shall be notified to all Members at least seven (7) days before the meeting at which the commission or fee is to be considered.

SECRECY CLAUSE

164. **Secrecy.** Save as may be provided by the Act, no Member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information respecting any detail of the Company's trading, manufacturing or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Members of the Company to communicate to the public.

INDEMNITY

165. **Indemnity and Insurance in favour of officers and Auditors of the Company.** Subject to the provisions of the Act but without prejudice to any indemnity to which he may otherwise be entitled, every Director (including alternate Director), Auditors, Secretary and other officer (as defined in the Act) for the time being of the Company shall be indemnified out of the assets of the Company from all and against any liability incurred or sustained by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour (or the proceedings are otherwise disposed of without any findings or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by Court, in respect of any alleged negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

- (1) Subject to the provisions of the Act, the Company may indemnify an officer or Auditors of the Company for any costs incurred by him or the Company in respect of any proceedings:-
 - (a) that relates to the liability for any act or omission in his capacity as an officer or Auditors; and
 - (b) in which judgment is given in favour of the officer or Auditors or in which the officer or Auditors is acquitted or is granted relief under this Act, or where proceedings are discontinued or not pursued.
- (2) Subject to the provisions of the Act, the Company may indemnify an officer or Auditors of the Company in respect of:-
 - (a) any liability to any person, other than the Company, for any act or omission in his capacity as an officer or Auditors;
 - (b) any costs incurred by that Director or officer or Auditors in defending or settling any claim or proceedings relating to such liability except –
 - (i) any liability of the Director to pay:
 - (aa) A fine imposed in criminal proceedings; or
 - (bb) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature, howsoever arising; or
 - (ii) any liability incurred by the Director:
 - (aa) in defending any criminal proceedings in which he is convicted;
 - (bb) in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him; or
 - (cc) any costs incurred in connection with an application for relief under the Act.
- (3) The Company may, with the prior approval of the Board, effect insurance for an officer or Auditors of the Company in respect of:
 - (a) civil liability, for any act or omission in his capacity as a Director or officer or Auditors; and
 - (b) costs incurred by that officer or Auditors in defending or settling any claim or proceeding relating to any such liability; or

- (c) costs incurred by that officer or Auditors in defending any proceedings that have been brought against that person in relation to any act or omission in that person's capacity as an officer or Auditors:
 - (i) in which that person is acquitted;
 - (ii) in which that person is granted relief under the Act; or
 - (iii) where proceedings are discontinued or not pursued.
- (4) The provisions of sub Clauses (2) and 3(a) and (b) shall not apply to any civil or criminal liability in respect of a breach by a Director of his duties under Section 213 of the Act.
- (5) The Directors shall:

- (a) record or cause to be recorded in the minutes of the Board; and
- (b) disclose or cause to be disclosed in the directors' report referred to in Section 253 of the Act,

the particulars of any indemnity given, or insurance effected for any officer or Auditors of the Company.

- (6) For the purposes of this Clause, "officer" includes-
 - (a) any Director, manager, secretary or employee of the Company;
 - (b) a former officer;
 - (c) a receiver or receiver and manager of any part of the undertaking of the Company appointed under a power contained in any instrument; and
 - (d) any liquidator of the Company appointed in a voluntary winding up, but does not include –
 - (i) any receiver who is not also a manager;
 - (ii) any receiver and manager appointed by Court; or
 - (iii) any liquidator appointed by the Court or by the creditors of the Company;

"effect insurance" includes pay, whether directly or indirectly, the costs of the insurance; and

"indemnify" includes relieve or excuse from liability, whether before or after the liability arises, and "indemnity" has a corresponding meaning.

ALTERATION

166. **Alteration of Constitution.** Subject to the Act, the Company may by Special Resolution, add, amend or delete any of these Clauses of the Constitution.

COMPLIANCE WITH STATUTES, REGULATIONS AND RULES

167. **Compliance with Statutes, Regulations and Rules.** The Company shall comply with the provisions of the relevant governing statutes, regulations and rules as may be amended, modified or varied from time to time, or any other directive or requirement imposed by the Exchange, the Depository and other appropriate authorities, to the extent required by law, notwithstanding any provisions in these Clauses to the contrary.

EFFECT OF THE LISTING REQUIREMENTS

168. (i) Notwithstanding anything contained in this Constitution, if the Listing Requirements prohibit an act being done, the act shall not be done.
- (ii) Nothing contained in this Constitution prevents an act being done that the Listing Requirements require to be done.
- (iii) If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (iv) If the Listing Requirements require this Constitution to contain a provision and they do not contain such a provision, this Constitution is deemed to contain that provision.
- (v) If the Listing Requirements require this Constitution not to contain a provision and they contain such a provision, this Constitution is deemed not to contain that provision.
- (vi) If any provision of this Constitution is or becomes inconsistent with the Listing Requirements, this Constitution is deemed not to contain that provision to the extent of the inconsistency.
- (vii) For the purpose of this Constitution, unless the context otherwise requires, "Listing Requirements" means Bursa Malaysia Securities Berhad ACE Market Listing Requirements including any amendments to the Listing Requirements that may be made from time to time.

WAIVER

169. **Waiver.** Where permitted under the law, the Company are empowered to apply, as the Directors think fit, to the Exchange to:
- (i) waive or modify the Company's compliance with any of the Listing Requirements or part thereof; and/or
- (ii) vary or revoke any decision(s) made by the Exchange in respect of the Company's compliance with any of the Listing Requirements or part thereof.