

THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the course of action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional advisers immediately.

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ADVANCE SYNERGY BERHAD

(Company No: 1225-D)

(Incorporated in Malaysia under the Companies Ordinance, 1915)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

PROPOSED ADOPTION OF A NEW CONSTITUTION OF THE COMPANY

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

The special resolution in respect of the proposed adoption of a new constitution in substitution for and to the entire exclusion of the existing memorandum and articles of association of the Company ("Proposed Adoption") will be tabled at the Extraordinary General Meeting of the Company ("EGM") to be held at the Auditorium, Level 4, The Podium, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan on Thursday, 31 October 2019 at 10.00 a.m.. The Notice of the EGM and the Form of Proxy are enclosed in this Circular.

The Form of Proxy must be completed and deposited at the Registered Office of the Company at Level 3, East Wing, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan on or before the date and time indicated below should you be unable to attend the EGM. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the EGM should you subsequently wish to do so.

Last date and time for lodging the Form of Proxy : Tuesday, 29 October 2019 at 10.00 a.m.

Date and time of the EGM : Thursday, 31 October 2019 at 10.00 a.m.

This Circular is dated 4 October 2019

DEFINITIONS

For the purpose of this Circular and the accompanying appendices, unless otherwise stated, the following words and abbreviations shall apply throughout this Circular and shall have the following meanings:

Act	:	Companies Act 2016 as amended from time to time and any re-enactment thereof
ASB or Company	:	Advance Synergy Berhad (1225-D)
ASB Group or Group	:	ASB and its subsidiaries
Board	:	Board of Directors of ASB
Bursa Securities	:	Bursa Malaysia Securities Berhad (635998-W)
Circular	:	This circular dated 4 October 2019 to the shareholders of ASB in relation to the Proposed Adoption
Director(s)	:	The Director(s) of ASB
EGM	:	Extraordinary general meeting of ASB
GBP	:	Pound Sterling
Proposed Adoption	:	Proposed adoption of a new constitution in substitution for and to the entire exclusion of the existing memorandum and articles of association of the Company
Rp	:	Indonesian Rupiah
RM	:	Ringgit Malaysia
USD	:	United States Dollar

All references to “we”, “us”, “our”, “ourselves”, “Company” or “ASB” in this Circular are to Advance Synergy Berhad. All references to “you” in this Circular are addressing the shareholders of ASB.

Words referring to the singular shall, where applicable, include the plural and *vice versa*, and words referring to the masculine gender shall, where applicable, include the feminine and neuter genders and *vice versa*. Any reference to persons shall include a corporation, unless otherwise specified.

Any reference in this Circular to any legislation is a reference to that legislation as for the time being amended or re-enacted. Any reference to a time of a day in this Circular shall be a reference to Malaysian time, unless otherwise specified.

CONTENTS

LETTER TO THE SHAREHOLDERS OF ASB IN RELATION TO THE PROPOSED ADOPTION

	PAGE
1. INTRODUCTION	1
2. DETAILS AND RATIONALE OF THE PROPOSED ADOPTION	2
3. EFFECT OF THE PROPOSED ADOPTION	2
4. APPROVAL REQUIRED	2
5. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED	2
6. DIRECTORS' RECOMMENDATION	2
7. EGM	2
8. FURTHER INFORMATION	3

APPENDICES

APPENDIX I	FURTHER INFORMATION	4
APPENDIX II	PROPOSED NEW CONSTITUTION OF THE COMPANY	8

NOTICE OF THE EXTRAORDINARY GENERAL MEETING Enclosed

FORM OF PROXY Enclosed



ADVANCE SYNERGY BERHAD

(Company No. 1225-D)
(Incorporated in Malaysia)

Registered Office:

Level 3, East Wing, Wisma Synergy,
No. 72, Pesiaran Jubli Perak,
Seksyen 22,
40000 Shah Alam,
Selangor Darul Ehsan.

4 October 2019

Board of Directors:

Dato' Ahmad Sebi Bakar (*Group Chairman*)
Anton Syazi Dato' Ahmad Sebi (*Group Executive Deputy Chairman*)
Lee Su Nie (*Group Managing Director*)
Puan Sri Datin Masri Khaw Abdullah (*Non-Independent Non-Executive Director*)
Aryati Sasya Dato' Ahmad Sebi (*Non-Independent Non-Executive Director*)
Yong Teck Ming (*Independent Non-Executive Director*)
Rali Mohd Nor (*Independent Non-Executive Director*)
Kam Kin Foong (*Independent Non-Executive Director*)

To: The Shareholders of ASB

Dear Sir/Madam

PROPOSED ADOPTION OF A NEW CONSTITUTION OF THE COMPANY

1. INTRODUCTION

On 18 September 2019, the Board announced that the Company is proposing to seek its shareholders' approval for the Proposed Adoption at the forthcoming EGM.

THE PURPOSE OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE RELEVANT INFORMATION ON THE PROPOSED ADOPTION AND TO SEEK YOUR APPROVAL FOR THE SPECIAL RESOLUTION PERTAINING TO THE PROPOSED ADOPTION TO BE TABLED AT THE FORTHCOMING EGM OF THE COMPANY. WE HAVE ENCLOSED THE NOTICE OF EGM TOGETHER WITH THE FORM OF PROXY IN THIS CIRCULAR.

YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE SPECIAL RESOLUTION PERTAINING TO THE PROPOSED ADOPTION AT THE FORTHCOMING EGM.

2. DETAILS AND RATIONALE OF THE PROPOSED ADOPTION

The Board proposes to adopt a new constitution in substitution for and to the entire exclusion of the existing memorandum and articles of association of the Company. The proposed new constitution of the Company is set out in **Appendix II** of this Circular.

The Proposed Adoption is primarily for the purpose of streamlining the Company's existing memorandum and articles of association to be in line with the Act which came into force on 31 January 2017, the Main Market Listing Requirements of Bursa Securities and the prevailing statutory and regulatory requirements applicable to the Company for better clarity and to enhance administrative efficiency.

3. EFFECT OF THE PROPOSED ADOPTION

The Proposed Adoption is an administrative matter and therefore, will not have any effect on the issued share capital, earnings per share, net assets per share, gearing and the substantial shareholders' shareholdings in the Company.

4. APPROVAL REQUIRED

The Proposed Adoption is subject to the approval of shareholders at the forthcoming EGM.

5. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED

None of the Directors or major shareholders and/or persons connected to them has any interest, direct or indirect, in the Proposed Adoption.

6. DIRECTORS' RECOMMENDATION

The Board, having considered all aspects of the Proposed Adoption, is of the opinion that the Proposed Adoption is in the best interest of the Company and hereby recommends that you vote in favour of the special resolution pertaining to the Proposed Adoption to be tabled at the forthcoming EGM.

7. EGM

The EGM of the Company, the notice of which is enclosed in this Circular, will be held at the Auditorium, Level 4, The Podium, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan on Thursday, 31 October 2019 at 10.00 a.m. for the purpose of considering and if thought fit, passing the special resolution pertaining to the Proposed Adoption as set out in the notice of EGM.

The voting on the special resolution at the EGM will be by poll. If you are unable to attend and vote in person at the forthcoming EGM, you may complete, sign and return the Form of Proxy in accordance with the instructions therein as soon as possible so as to arrive at the Registered Office of the Company at Level 3, East Wing, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan, not less than forty-eight (48) hours before the time fixed for the EGM or at any adjournment thereof. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the forthcoming EGM should you subsequently wish to do so.

8. FURTHER INFORMATION

Please refer to the attached appendices for further information.

Yours faithfully
for and on behalf of the Board of Directors of
ADVANCE SYNERGY BERHAD

DATO' AHMAD SEBI BAKAR
Group Chairman

FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

The Board has seen and approved this Circular and they individually and collectively, accept full responsibility for the accuracy of the information contained in this Circular and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement in this Circular misleading.

2. MATERIAL LITIGATION

Save as disclosed below, the ASB Group is not engaged or involved in any material litigation, claims or arbitration either as plaintiff or defendant, and the Directors are not aware and do not have any knowledge of any proceedings pending or threatened against ASB Group, or of any facts likely to give rise to any proceedings which might materially and adversely affect the financial position or business of the ASB Group:

The Company had announced that a legal proceeding was instituted against PT Diwangkara Holiday Villa Bali ("Defendant I" or "PT Diwangkara"), an indirect subsidiary of the Company, arising from a claim dated 14 April 2015 made by PT Diwangkara Jaya Makmur ("Plaintiff" or "Jaya Makmur") against PT Diwangkara and CV Telabah Nasional Trading Company ("Defendant II") which was read on 28 July 2015 at the Denpasar District Court, Indonesia. The lawsuit is regarding Defendant I's lease agreement for the land and building which happened to be the building of Diwangkara Holiday Villa Beach Resort & Spa Bali ("Hotel") including its licences and in the agreement, the owner also gives the right to operate and manage the Hotel to Defendant I.

The Plaintiff's claims principally included among others to invalidate the lease agreement between the Defendant I and Defendant II for Defendant I to lease the Hotel for a period of 22 years, and for Defendant I to pay actual and general losses suffered by the Plaintiff amounting to Rp114,600,000,000 (equivalent of approximately RM36.4 million) and default penalty in the amount of Rp10,000,000 (equivalent of approximately RM3,180) for each day commencing from the pronouncement of the judgement and court fees.

Mediation proceedings were not successful and the trial continued with Response of the Parties for the claim and Defendant I had responded by filing its counterclaims which principally included among others to declare the lease agreement legitimate and binding under the law, order for Plaintiff to pay actual and general losses and compensation for the loss of public trust, image and reputation of the Hotel that have been suffered by Defendant I amounting to Rp24,304,854,643 and USD1,313,860.13 (equivalent of approximately RM13.6 million), default penalty in the amount of Rp10,000,000 (equivalent of approximately RM3,180) for each day commencing from the date the judgement is enforceable and all costs incurred in this case.

On 5 May 2016, the Company announced the Denpasar District Court's judgment on 3 May 2016 which principally states that Jaya Makmur's lawsuit is declined by Denpasar District Court and Jaya Makmur has conducted an unlawful act by taking over the Hotel and office building and the management of the Hotel from Defendant I (PT Diwangkara) prior to the expiry of the lease under Deed No. 38 and No. 39 and therefore Jaya Makmur shall return the operations of the Hotel to Defendant I (PT Diwangkara), and pay material and immaterial losses of PT Diwangkara in the amount of Rp5,384,507,763 (equivalent of approximately RM1.7 million) plus costs incurred in this case in the amount of Rp1,706,000 (equivalent of approximately RM530) ("Denpasar District Court's Judgment").

2. MATERIAL LITIGATION (continued)

With regards to the Denpasar District Court's Judgement, both parties have submitted an appeal to the High Court of Denpasar, Indonesia, and judgement was given on 3 October 2017 which strengthen Denpasar District Court's Judgment dated 3 May 2016.

In regards with the High Court of Denpasar's judgement, both parties have submitted a cassation appeal to the Supreme Court and it is still under cassation process.

Pending the outcome of the aforesaid cassation process, PT Diwangkara also filed a lawsuit dated 22 May 2019 to Denpasar District Court against the heirs of the Hotel's owner and shareholders of CV Telabah Nasional Trading Company and PT Diwangkara Jaya Makmur (as "Defendant III" to the new suit) for breach of contract.

The claim of PT Diwangkara, as "Plaintiff" to the new suit, is principally to (i) validate the lease agreement between the heirs of the Hotel's owner and shareholders of CV Telabah Nasional Trading Company (as "Defendant I" and "Defendant II" to the new suit) and PT Diwangkara; (ii) to state that PT Diwangkara is the rightful owner of the Hotel and office building and the Hotel management until 1 May 2025; (iii) for the Defendants to the new suit to return the Hotel and office building and the right to operate and manage the Hotel for the remaining lease term which is for 10 years 35 days; and to pay material and immaterial losses amounting to Rp23,078,715,143 (equivalent of approximately RM7.1 million) and USD110,000 (equivalent of approximately RM0.5 million); or, for the Defendants to pay the material and immaterial losses amounting to Rp23,078,715,143 (equivalent of approximately RM7.1 million) and USD313,860 (equivalent of approximately RM1.3 million), if the Hotel and office building and the right to operate and manage the Hotel is not returned to PT Diwangkara. The mediation proceeding in the court had failed and the trial is still in the response proceeding.

3. MATERIAL CONTRACTS

Save as disclosed below, neither the Company nor its subsidiaries have entered into any contract which is or may be material (not being contracts entered into in its ordinary course of business) during the two (2) years immediately preceding the date of this Circular:

- a. Advance Synergy Realty Sdn Bhd, a wholly-owned subsidiary of ASB, had on 16 January 2018 entered into two (2) Sale and Purchase Agreements as follows:
 - aa. Sale and Purchase Agreement with Petaling Garden Sdn Bhd for the proposed acquisition of 70% interest in a detached commercial 5-storey building block with carpark bearing postal address No. 17, Jalan Yap Ah Shak, 50300 Kuala Lumpur; and
 - bb. Sale and Purchase Agreement with Temasya Development Co. Sdn Bhd for the proposed acquisition of 70% interest in a detached commercial 4-storey building block bearing postal address No. 9, Jalan Kajibumi U1/70, Seksyen U1, Temasya Glenmarie, 40150 Shah Alam, Selangor Darul Ehsan

for a total cash consideration of RM40,950,000. The acquisitions of the aforesaid properties were completed on 30 November 2018.

3. MATERIAL CONTRACTS (continued)

- b. 57-59 Philbeach Gardens Limited, an indirect 65%-owned subsidiary incorporated in United Kingdom held via Posthotel Arosa AG, a 65%-owned subsidiary of Holiday Villa Asset Sdn Bhd, which is an indirect wholly-owned subsidiary of ASB held via Alangka-Suka Hotels & Resorts Sdn Bhd, a wholly-owned subsidiary of ASB, had on 21 December 2018 entered into a Share Sale Agreement to acquire 100% equity interest (represented by 1,100 ordinary shares of GBP1.00 each) in Beaver Hotels Limited (“Beaver”) from the shareholders of Beaver, Mr Jan Joseph Lis, Mr Alexander Lis and Mr Aurelian Jan Alexander Lis, for a cash consideration of GBP10.25 million (equivalent to approximately RM55.63 million).

Beaver owns a freehold hotel property known as Beaver Hotel located at 57-59 Philbeach Gardens, Earl’s Court, London, SW5 9ED. Beaver Hotel features a 4-storey building which is set across three interconnecting Victorian period buildings with 38 guest rooms.

The aforesaid acquisition was completed on 21 February 2019 and on the same date, Beaver became a 65%-owned indirect subsidiary company of ASB.

- c. AESBI Power Systems Sdn Bhd (“Vendor”), an indirect wholly-owned subsidiary of ASB held via Advance Synergy Capital Sdn Bhd, a wholly-owned subsidiary of ASB, had on 10 May 2019 entered into a conditional Sale and Purchase Agreement (“SPA”) with Symphony Warehouse Sdn Bhd (“Purchaser”) for the proposed disposal of all that piece of freehold land held under GRN 177486, Lot 38271, Pekan Baru Hicom, Daerah Petaling, Negeri Selangor (the “Land”) together with that the buildings and structures erected on the Land and fixtures and fittings (excluding those which are listed by the Vendor and given to the Purchaser prior to completion of the SPA) erected and affixed thereon for a cash consideration of RM124,000,000, subject to the terms and conditions as stipulated in the SPA.

The aforesaid proposed disposal is now subject to the approval of the Company’s shareholders at an extraordinary general meeting to be convened and expected to be completed around mid-November 2019.

- d. Synergy Realty Incorporated, an indirect wholly-owned subsidiary of ASB held via Advance Synergy Properties Sdn Bhd, a wholly-owned subsidiary of ASB, had entered into a Share Purchase Agreement (“SPA”) dated 18 July 2019 with 34A-36 Kilburn High Road Limited, a subsidiary of Grand City Property S.A., to dispose of its entire investment of 40%-equity interest (represented by 6,400,040 ordinary shares of USD1.00 each) in Helenium Holdings Limited (“Helenium”) for a net cash consideration of GBP4.75 million (equivalent to approximately RM25.2 million) based on the estimated net asset value, after providing for amongst others, the property value of GBP21.825 million and the repayment of the existing bank loan in Helenium, in the provisional completion accounts as at the Completion Date (as defined below) subject to the actual net asset value to be agreed by the parties pursuant to the provision in the SPA.

Helenium owns a freehold modern-mixed use property located at 34A-36 Kilburn High Road, London NW6 5UA.

The aforesaid disposal was completed on 18 July 2019 (“Completion Date”) and accordingly, Helenium ceased to be an indirect associate company on the same date.

3. MATERIAL CONTRACTS (continued)

- e. Cherating Holiday Villa Berhad, an indirect wholly-owned subsidiary of ASB held via Alangka-Suka Hotels & Resorts Sdn Bhd, a wholly-owned subsidiary of ASB, had on 8 August 2019 entered into a Sale and Purchase Agreement (“SPA”) with Amanah Raya Berhad for the buyback of a resort hotel consisting of an administration building, hotel / apartment blocks, standard and individually designed chalets and villas and other ancillary buildings and structures known as Holiday Villa Cherating which are erected on five (5) parcels of freehold lands all located in Mukim Sungai Karang, Daerah Kuantan, Negeri Pahang, measuring in aggregate area of approximately 42,634.7875 square metres for a buyback price of RM22,965,600.00 only free from all encumbrances and on an “as is where is” basis. The buyback price shall be paid over a period of ten (10) years together with interest and subject to the terms and conditions of the SPA.

Barring any unforeseen circumstances, the aforesaid buyback is expected to be completed in the second half of the year 2029.

4. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents are available for inspection at the Company’s registered office at Level 3, East Wing, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan, during normal office hours on any business day from the date of this Circular up to the time set for convening the EGM:

- a. the existing Memorandum and Articles of Association of ASB;
- b. the audited financial statements of ASB for the past two (2) financial years ended 31 December 2017 and 2018;
- c. the relevant cause papers in respect of material litigation referred to in Section 2 of this Appendix; and
- d. the material contracts referred to in Section 3 of this Appendix.

THE COMPANIES ACT 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

ADVANCE SYNERGY BERHAD

(Company No.: 1225-D)

INCORPORATED ON THE 5TH DAY OF JUNE, 1920

COMPANIES ACT 2016
PUBLIC COMPANY LIMITED BY SHARES
CONSTITUTION
OF
ADVANCE SYNERGY BERHAD
(Company No: 1225-D)

Interpretation

Meaning of certain words and phrases used in the Constitution

1. The following table gives the meaning of certain words and phrases as they are used in the **Constitution**. Those words and phrases are printed in **bold** in the **Constitution**. However, the meaning given in the table does not apply if that is inconsistent with the context in which a word or phrase appears.

Words	Meanings
appointing director	A director who appoints an alternate director under Clause 168 .
Auditor	The Company's auditor. That person must be an approved company auditor. Where two or more are appointed, any of them.
benefits	This term, when used in relation to benefits payable or to be given to directors , means any benefits referred to in Section 230(1) of CA and Guidance .
Board	The Company's board of directors.
Bursa Securities	Bursa Malaysia Securities Berhad.
Business Day	A day which is not a public holiday in the state or territory where the Registered Office is located.
CA	Companies Act 2016 (Act 777).
CMSA	Capital Markets and Services Act 2007 (Act 671).
Company	Advance Synergy Berhad (Company No. 1225-D).
Constitution	This constitution of the Company , including, any changes made to it.
convertible securities	This term is used in Rule 1.01 of LR . It means securities which may be converted or be exercised (by their terms of issue), into shares.

Words	Meanings
corporation	A corporate body, established anywhere.
Deposited Security	This term means a security, as used in Section 2 of SICDA , of the Company , as stands to the credit of a securities account of a Depositor . It covers a security which is in suspense.
Deposited Share or Depository Shares	A share which is a Deposited Security .
Depositor	A holder of a securities account .
Depository	This term means Bursa Malaysia Depository Sdn. Bhd. (Company No. 165570-W), the depository of the Company's shares prescribed under Section 14 of SICDA . This term can also mean another depository acting as such a depository, approved to be a central depository under SICDA . Successors-in-title and permitted assigns are also included in this term.
director or directors	Director(s) of the Company .
DR	Rules of the Depository . It covers, the Procedural Manuals (as meant in those rules).
eDividend service	The eDividend service (electronic dividend payment) through which companies listed on Bursa Securities are required to pay dividends.
electronic form or means	This term covers documents or information sent or supplied by electronic means or by any other means while in electronic form (such as by e-mail, text message, fax or sending a disk by post). It also covers anyhow, any electronic form referred to in Section 612(1) of CA and Guidance .
exempt authorised nominee	This term means an authorised nominee as meant by SICDA , exempted from compliance with Section 25A(1) of SICDA .
existing shares	Shares in issue at the relevant time.
General Meeting	A meeting of shareholders held in accordance with the Constitution . This includes, any General Meeting held as the Company's Annual General Meeting .
Guidance	Any practice directive, circular, guidelines, or regulations issued under CA or by ROC .
hard copy	This term covers documents or information sent or supplied in paper copy or similar form which can be read. It also covers, anyhow, any hard copy referred to in Section 612(1) of CA and Guidance .
Laws	CA , SICDA , and all regulations, DR , practice notes, practice directives and guidelines made under them.

Words	Meanings
listed security or listed securities	A security or securities of the Company , admitted to the Official List .
LR	Listing Requirements of the Market . For the purpose of this Constitution , it also covers any practice notes or directives, guidance notes or other directions issued by Bursa Securities and any amendment that may be made from time to time in relation to these Listing Requirements .
Malaysia	Federation of Malaysia.
Market	Main Market of Bursa Securities or any other market of Bursa Securities on which the Company is listed at the relevant time.
market day	Any day between Mondays and Fridays (inclusive) which is not a public holiday and on which Bursa Securities is open for trading in securities .
Minister	This term is as meant by Section 3 of the Interpretation Acts 1948 and 1967 (Act 388), when used in CA .
month	Calendar month.
Non-Depository Shares	This term is used to mean shares which are not Deposited Shares .
officer	Includes, a director , manager and secretary of the entity but does not include, an auditor.
Official List	A list specifying all securities listed on the Market .
ordinary business	All the following business (if it takes place at an Annual General Meeting): <ul style="list-style-type: none"> • laying of audited financial statements and the reports of the directors and the Auditor; • election or re-election of directors in place of those retiring; • approving the payment of fees and/or benefits of directors; • appointment and fixing of the remuneration of the Auditor; • declaring and approving dividends.
Ordinary Shareholders	Shareholders of ordinary shares of the Company .
pay	This term, when used in relation to the payment of commission, means a payment of commission in Section 80 of CA . For other times, when used elsewhere, this term can cover any kind of reward or payment for services.

Words	Meanings
person or people	These terms cover corporate bodies and unincorporated bodies, established anywhere. They do not, however, cover unincorporated bodies, when used in relation to transfers or registration of shareholders which involve Deposited Shares and these bodies are not allowed or recognised by SICDA or DR .
public holiday	The meaning of this term is as meant by Section 3 of the Interpretation Acts 1948 and 1967 (Act 388). It means a public holiday established by law in Malaysia or any part of Malaysia .
Registered Office	The Company's registered office.
Registrar	The Company's registrar.
related corporations	The meaning of this term is as used in Section 7 of CA .
representative	A person or persons authorised to act as representative of a corporation which is a shareholder , under Section 333 of CA .
rights	This term, when used in relation to the rights of a share means, the rights attached to the share, when issued, or afterwards.
RM	The lawful currency of Malaysia .
ROC	This term means " Registrar ", as used in Section 2 of CA . It means the Registrar designated under Subsection 20A(1) of the Companies Commission of Malaysia Act 2001 (Act 614).
ROD	A record of depositors of holders of securities of the Company kept by the Depository under SICDA and DR .
ROM	Register of members of the Company kept under CA .
Seal	The Company's common seal or Securities Seal . This is where the Company chooses to keep such a seal.
Secretary or Secretaries	A person appointed by the Board to do work as the company secretary. This includes, an assistant, deputy or temporary company secretary. Where two or more are appointed to act jointly, it includes, any one of them.
securities	The meaning of this term is as meant by Section 2 of CMSA .
securities account	This is an account which the Depository establishes for the Depositor under SICDA and DR . It is to record the deposit, withdrawal and dealing of securities .
Securities Seal	An official seal kept by the Company under Section 63 of CA .
Share Scheme	A scheme which involves a new issue of the Company's shares to employees and directors of the Company or its subsidiaries.

Words	Meanings
shareholders or members	Holders of the Company 's shares. Where those shares are deposited with the Depository under SICDA and DR , it must be a person whose name appears on the ROD as the holder of such shares and treated as a member of the Company under Section 35 of SICDA . This is subject to SICDFOR and the Constitution . This term does not also include, the Depository in its capacity as a bare trustee or nominee company. Where those shares are not deposited and do not need to be deposited under SICDA , it must be a person whose name appears in the ROM .
SICDA	Securities Industry (Central Depositories) Act 1991 (Act 453).
SICDFOR	Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996.
special business	All business at General Meetings except for ordinary business .
UCA	Unclaimed Monies Act, 1965 (Act 370).
written or in writing	In writing or in any way representing or copying words legibly so that they are permanent. It includes, anything in electronic form . It may also be partly in one form and partly in another. Where used in relation to notices of meeting, it must be in hard copy or electronic form in the way allowed by Sections 319 and 320 of CA , subject to LR . Where used in another context, it must be in a form allowed or not prohibited by CA or LR .

2. The singular includes the plural, and the other way around. When the **Constitution** refers to "they", "their" or "them", these terms refer to one or more **shareholders**, **persons** automatically entitled to a share, **directors**, or of other **persons**, as applicable. These may be individuals or some other entity.
3. The headings in the **Constitution** are not legally part of the **Constitution** and do not affect their meaning. They are only intended to be a general guide and are not precise.
4. When a **Clause** is referred to, this means a clause in the **Constitution**.
5. When the **Constitution** refers to the **Laws**, **SICDFOR**, **LR** or any of them or of the **Laws**, these include any changes to the **Laws**, **SICDFOR**, **LR** or such of them or of the **Laws** (before or after the **Constitution** is adopted) as well as their inclusion in later **Laws**, **SICDFOR**, **LR** or such of them or of the **Laws**. When the **Constitution** refers to **LR** applying, it means **LR** applying as long as the **Company** is listed on the **Official List** or as far as is bound by **LR**.
6. A word which is defined in **CA** means the same in the **Constitution**, unless the **Constitution** says that it means differently, or the way in which the word is used is inconsistent with the meaning in **CA**.
7. Where **CA** or the **Constitution** says that something can be done by passing an ordinary resolution, this can also be done by passing a special resolution.

8. A **person** who is automatically entitled to a share by law, includes, a **person** who is entitled to the share as a result of the death or bankruptcy of a **shareholder**. Where the **Constitution** refers to the registration of a **person** as a **shareholder** or the holder of a share, this means:
 - 8.1. for a **Deposited Share**, that **person** being recorded in the **ROD** as the holder of that share;
 - 8.2. for a **Non-Depository Share**, that **person** being registered in the **ROM** as the holder of that share.
9. Where the **Constitution** refers to **Non-Depository Shares**, this means that the shares can be transferred using an instrument of transfer under Section 105(1) of **CA** (rather than in accordance with Subdivision 8 of Division 1 of Part III of **CA, SICDA** and **DR**).
10. Where the **Constitution** refers to **clear days** the number of days does not include the two days between which the interval is measured. For example, if notice is required to be given a number of **clear days** before a meeting, neither the date of the notice is delivered, or treated as being delivered, nor the date of the meeting is taken into account.
11. A **debenture** includes, debenture stock and a **debenture** holder includes a debenture stockholder.
12. Where the **Constitution** refers to a document being **made effective** this means being signed, sealed or executed in some other legally valid way.
13. Where the **Constitution** refers to a **show of hands**, a **shareholder** may vote in person at a meeting (including by **electronic means** or any other method which the **Board** approves).

Object and Power

14. The **Company** shall have full capacity to carry on or undertake any business or activity, do any act or enter into any transactions and for these purposes, has the full rights, powers and privileges given by Section 21 of **CA** including but not limited to the following:
 - 14.1. To carry on the business of an investment company either in the name of the **Company** or in that of any nominee to acquire and/or hold for investment in shares, stock, debentures, debenture stock, bonds, notes, obligations, warrants, options and securities issued or guaranteed by any company or private undertaking or any syndicate or persons constituted or carrying on business in Malaysia or elsewhere and shares, stock, debenture, debenture stock, bonds, obligations and securities issued or guaranteed by any Government, Sovereign Ruler, Commissioners public body or Authority Supreme, Municipal, local or otherwise, and to acquire any such shares, stock, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, transfer, exchange or otherwise and generally to enforce and exercise all rights and powers conferred by or incidental to the ownership thereof and in particular to sell, transfer, exchange or otherwise dispose of the same and to provide managerial, administrative, supervisory and consultant services, corporate and financial support and any other services for or in relation to any company in which the **Company** is interested on such terms as may be thought fit.
 - 14.2. To accept deposits of money on loan at interest or without interest and to carry on the business of capitalists, financiers and concessionaires, and to undertake, carry on and execute all kinds of financial, commercial, trading and other similar operations.

- 14.3. To advance money to any person or persons or corporation, either at interest or without interest, upon the security of freehold or leasehold property or property of any other tenure or kind whatsoever by way of mortgage, or upon any marketable security, and in particular to advance money upon the security of or for the purpose of enabling the person, persons or corporation borrowing the same to erect, or purchase, or enlarge or repair any house or building, upon such terms and conditions as the **Company** may think fit.
- 14.4. To carry on any other trade or business whatsoever which can, in the opinion of the **Board**, be advantageously or conveniently carried on by the **Company** by way of extension of or in connection with or as ancillary to any such business herein set forth, or is calculated directly or indirectly to develop any branch of the **Company's** business or to increase the value of or turn to account any of the **Company's** assets, property or rights.
- 14.5. To acquire and take over the whole or any part of the business, property and liabilities of any person or persons, firm or corporation, carrying on any business which the **Company** is authorised to carry on, or possessed of any property or rights suitable for the purposes of the **Company**.
- 14.6. To take or otherwise acquire and hold shares, stock, debentures or other securities of or interests in any other company carrying on or about to carry on any business capable of being conducted so as directly or indirectly to benefit the **Company**.
- 14.7. To pay for any property or rights acquired by the **Company**, either in cash or fully or partly paid shares, or by the issue of securities, or partly in one mode and partly in another and generally on such terms as may be determined.
- 14.8. To borrow or raise or secure the payment of money by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner as the **Company** shall think fit, and for the purposes herein set forth or for any other lawful purpose to charge all or any of the **Company's** property or assets, present and future, including its uncalled capital and collaterally or further to secure any securities of the **Company** by a trust deed or other assurance.
- 14.9. To lend money on any terms that may be thought fit, and particularly to customers or other persons or corporations having dealings with the **Company** or any company in which the **Company** is interested, and to give any guarantees that may be deemed expedient.
- 14.10. To invest any moneys of the **Company** not required for the purposes of its business in such investments or securities as may be thought expedient.
- 14.11. To enter into any partnership or arrangements in the nature of a partnership, co-operation or union of interest, with any person or persons or corporation engaged or interested or about to become engaged in the carrying on or conduct of any business or enterprise which the **Company** is authorised to carry on or conduct or from which this Company would or might derive any benefit, whether direct or indirect.
- 14.12. To establish or promote any other company whose objects shall include the taking over of any of the assets and liabilities of this company or the promotion of which shall be calculated to advance its interests, and to acquire and hold any shares or securities of any such company.
- 14.13. To acquire and hold or dispose of shares, stock or securities of and guarantee the payment of dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

- 14.14. To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, shares of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the **Company** for such consideration as the **Company** may think fit.
- 14.15. To amalgamate with any other company whose objects are or include objects similar to those of the **Company**, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as herein set forth, with or without winding-up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as herein set forth, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- 14.16. To distribute any of the **Company's** property among the members in specie.
- 14.17. To cause the **Company** to be registered or recognised in any foreign country or place and to do all or any of the things herein set forth in any part of the world, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- 14.18. To develop and turn to account any land acquired by the **Company** or in which it is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, fitting up, decorating, demolishing, maintaining and improving buildings and by planting, paying, draining, letting on buildings leases or agreements and by advancing money to and entering into contracts and agreements of all kinds with builders, tenants and others.
- 14.19. To erect and construct houses, buildings or works of every description on any land or property and to pull down, rebuild, enlarge, alter and improve existing houses, buildings or works thereon, to convert and appropriate any such land into and for roads, streets, squares, gardens and pleasure grounds and other conveniences, and generally to deal with and improve the property of the **Company**.
- 14.20. To purchase or otherwise acquire for investment or resale, and to traffic in lands, houses, buildings, plantations, and immovable property of any tenure of any interest therein, and any movable property of any description or any interest therein, and to create, sell and deal in freehold and leasehold, ground rents, generally to acquire, deal in, traffic by way of sale, lease, exchange or otherwise with property of every description, whether immovable or movable, real or personal and whether for valuable consideration or not.
- 14.21. To carry on the business of planters, growers, cultivators and exporters of rubber, gutta percha, coconuts, tapioca, oil palms, balata, coffee, cocoa, tea, cinchona and any other produce of the soil and to treat, prepare, manufacture, render marketable, buy, sell and dispose of any such products either in their raw or manufactured state and in any manner thought convenient or advisable.

- 14.22. To carry on all or any of the branches of the businesses of general merchants, agents, brokers, factors, shippers, importers and exporters, general storekeepers, tea dealers, wholesale and retail traders, ship chandlers, ship or aircraft owners, ship builders, ship or aircraft charterers, ship and shipping or air transport agents, carriers by sea, land and air, commission agents, manufacturers, manufacturers' representatives and distributors, estate and property agents, warehousemen, lightermen, stevedores, contractors, builders, guarantors, wharf and dock owners or lessees, owners or lessees of railways, airfields and tramways, owners of mining, planting and other properties wherever situate, owners or lessees of craft, plant and appliances, planters, miners, metallurgists, quarry owners, brickmakers, wool washers, tallow melters, tanners, artificial fertilizer makers, coopers, carpenters, engineers, buyers, sellers and dealers in produce of all kinds, metals, timber and all kinds of machinery, engines, plant, tools, goods, wares and merchandise.
- 14.23. To construct, equip, improve, alter, maintain, work, manage, carry out or control docks, wharves, piers, railways, tramways, airports, water-courses, hydraulic works, telephones, gasworks, electric works, factories, warehouses and other buildings, works and conveniences which may seem calculated directly or indirectly to advance the **Company's** interests and to contribute to subsidise or otherwise assist or take part in the construction, equipment, improvement, maintenance, working, management, carrying out or control thereof and to take any lease and enter into any working agreement in respect thereof.
- 14.24. To establish or acquire and carry on offices, factories, stores and depots and to apply for acquire and hold any barter's privileges, monopolies, licences, patents or other rights or powers from any Government.
- 14.25. To undertake or direct the management of the property, buildings, lands and estates (of any tenure or kind) of any person, persons or corporation in the capacity of stewards, receivers or otherwise.
- 14.26. To purchase and sell for any person, persons or corporation freehold or other house property, buildings or lands, or any share or shares, interest or interests therein, and to transact on commission or otherwise the general business of a land agent.
- 14.27. To acquire any patent rights, licences, privileges, trademarks, concessions, or other similar rights and to work or otherwise turn to account any of the same.
- 14.28. To act as agents for the issue of any loan by and to issue and place any stocks, bonds, shares, or securities of any sovereign state or authorities, supreme, local or otherwise, and to transact all kinds of agency business, and in particular to collect debts and negotiate loans and generally to carry on and undertake any business transaction commonly carried on or undertaken by promoters of companies, financiers, concessionaires, contractors for public works, capitalists, merchants or traders.
- 14.29. To act as agents and secretaries or either of them for any other company, association or persons, whatever be the business such company, association or person carries on, and to carry on the business of advertising contractors and agents and any other business which may be usefully carried on in connection with such business and to carry on the business of manufacturers of all kinds of apparatus, appliances, plants and material employed by advertising contractors in their business and to sell and dispose of and to use the same for the purpose of the **Company**.
- 14.30. To carry on all kinds of exploration business and in particular to search for, prospect examine and explore mines and ground supposed to contain tin ore or other minerals or oils and to search for and obtain information in regard mines, mining claims, mining districts and localities.

- 14.31. To examine and obtain reports upon estates used for the cultivation of rubber and other products of any kind and land supposed to be suitable for the cultivation of rubber or other products as aforesaid.
- 14.32. To purchase, obtain grants, leases, licences or options over or otherwise acquire and to sell, turn to account dispose of and deal with mines and mining rights, land supposed to contain tin ore or other minerals or oils, estates used for the cultivation of rubber or other products of any kind and land supposed to be suitable for the cultivation of rubber or other products as aforesaid and also undertakings, dredges, machinery, buildings, and other property in any way connected with the foregoing, and while in occupation or control of any such property as aforesaid to preserve, safeguard, develop and manage the same and to carry on the same as a going-concern.
- 14.33. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, letters of credit, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- 14.34. To support and subscribe to any association, institution, society or club which may be for the benefit of the **Company** or its employees or may be connected with any town or place where the **Company** carries on business and to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any persons who are or have at any time been **directors** of or employed by or in the service of the **Company** or of any company which is a subsidiary company of or allied or associated with the **Company** or any such subsidiary and in the wives, widows, children and other relatives and dependants of any such persons and to set up, establish, support and maintain pensions, superannuation, provident and other funds or schemes (whether contributory or non-contributory) and to make payments towards insurance or other payments (either in connection with any such fund or scheme or otherwise) for the benefit of such persons or any of them or any class of them and to support or subscribe to any charitable funds or institutions the support of which may, in the opinion of the **directors**, be calculated directly or indirectly to benefit the **Company** or its officers or employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the **Company** or its officers or employees.
- 14.35. To:
- 14.35.1. make donations for patriotic or charitable purposes; and
 - 14.35.2. transact any lawful business in aid of Malaysia in the prosecution of any war or hostilities in which Malaysia is engaged.
- 14.36. To do any or all of the things herein set forth and to the same extent as natural persons could do and in any part of the world as principal agent or otherwise and either alone or in company with others and to do all such other things as are incidental or the **Board** may think conducive to the attainment of the above objects or any of them.
- 14.37. To purchase its own stocks and to deal with the purchased stocks in the manner subject to and in accordance with the **CA** and the rules, regulations and orders made pursuant thereto and the requirements of **Bursa Securities** and any other relevant authorities.
- 14.38. To carry on any other business which may seem to the **Company** that is capable of being conveniently carried on in connection with its commercial and business objectives.

14.39. The **Company** shall have full rights, capacity, powers and privileges to achieve such objects as mentioned above.

And it is hereby declared that the word 'Company' in this clause except where used in reference to the **Company**, shall be deemed to include any partnership or other body of person whether incorporated or unincorporated, and whether domiciled in Malaysia or elsewhere, and further that the objects specified in each paragraph of this **Clause** shall be regarded as independent objects and accordingly shall, except where otherwise expressed in any paragraph, be in no way limited or restricted by reference to, or inference from the terms of any other paragraph of the name of the **Company** but may be carried out in as full and ample a manner and construed just as wide a sense as if the said paragraph defined the objects of a separate distinct and independent company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavor to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

How some parts of CA apply and how LR affects the Constitution

CA

15. Some parts of **CA** only apply where the constitution of a company does not say something else. All such parts of **CA** do not apply to the **Constitution**. Anyhow, no such parts of **CA** apply to the **Constitution** where the **Constitution** says something else or those parts change the meaning or effect of the **Constitution**.

LR

16. These apply while the **Company** is listed on the **Official List** or is subject to **LR**:

- 16.1. If **LR** prohibit an act, that act shall not be done even though the **Constitution** says something else;
- 16.2. Nothing in the **Constitution** prevents an act from being done where **LR** require it to be done;
- 16.3. If **LR** 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);
- 16.4. If **LR** require the **Constitution** to contain a provision and it does not contain such a provision, the **Constitution** is deemed to contain that provision;
- 16.5. If **LR** require the **Constitution** not to contain a provision and it contains such a provision, the **Constitution** is deemed not to contain that provision;
- 16.6. If anything in the **Constitution** is or becomes inconsistent with **LR**, the **Constitution** is deemed not to contain that provision, as far as inconsistent.
- 16.7. Nothing herein contained shall prevent the **directors** from applying to **Bursa Securities** for a waiver from compliance or observance of any of the **LR**. In the event the compliance or observance of such **LR** are waived by **Bursa Securities**, the Company shall not be required to comply with any of the **Clauses** relating to those **LR** in respect of which compliance or observance has been waived by **Bursa Securities**.

Share and share capital

Classes of shares

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

- 17.1. that the **Company's** share capital is divided into different classes of shares;
- 17.2. the voting **rights** attached to shares in each class;
- 17.3. any other **rights** attached to those shares;
- 17.4. any other things which Section 90 of **CA** requires.

Section 89(2) of **CA** applies.

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

- 18.1. a repayment of capital;
- 18.2. participation in surplus assets and profits;
- 18.3. cumulative or non-cumulative dividends;
- 18.4. voting;
- 18.5. priority of payment of capital and dividend when compared to other shares or classes of preference shares.

Preference shares must give their holders the **right** to vote:

- 18.6. when any dividends remain unpaid for more than 6 **months**;
- 18.7. on a proposal to reduce the **Company's** share capital;
- 18.8. on a proposal to dispose of all of the **Company's** property, business and undertaking;
- 18.9. on a proposal that affects **rights** attached to the share;
- 18.10. on a proposal to wind up the **Company**; and
- 18.11. during the winding up of the **Company**.

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

Liability of members

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

Shares and special rights

20. The parts of the **Constitution** about allotment, transfer or **person** who is automatically entitled to a share by law and all other matters which relate to shares apply to new shares in the same way as if they were **existing shares**.
21. The **Company** can issue new shares and attach any **rights** and restrictions to them, as long as this is not restricted by special rights previously given to holders of any **existing shares**. Subject to this, the **rights** of new shares can take priority over the **rights** of **existing shares**, or **existing shares** can take priority over them, or the new shares and the **existing shares** can rank equally. These **rights** and restrictions can apply to sharing in the **Company's** profits or assets. Other **rights** and restrictions can also apply, for example, those relating to the right to vote.

Where any shares are issued for the purpose of raising money do defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the **Company** may pay interest or returns on so much of such share capital as is for the time being paid up for the period and, subject to the conditions and restrictions mentioned in Section 130 of the **CA**, may charge the same to capital as part of the cost of the construction of the works, buildings or plant.

22. The **shareholders** can decide on the **rights** and restrictions to be attached to new shares by passing an ordinary resolution. The **Board** can also take these decisions if the **shareholders** have not passed a resolution which covers the point. However, where different classes of shares result, **Clause 17** also applies.
23. The **Company** may allot preference shares or convert any **existing shares** into preference shares. However, **Clause 18** then applies.

Changing special rights of shares

24. If the **Company's** share capital is split into different classes of share, the special rights attached to any of these classes can be varied or withdrawn if the **shareholders** approve this by passing a special resolution. This must be passed at a separate meeting of the holders of that class of shares. This is called a class meeting. The necessary quorum for class meetings shall be any **member** or **members** or representing by proxy or by attorney one-third (1/3) of the capital paid or credited as paid on the issued shares of such class, excluding any shares held as treasury shares. Alternatively, the holders of at least 75% of the **existing shares** of the class (by voting **rights**) can give their **written** consent.
25. The parts of the **Constitution** which relate to **General Meeting** apply, with any necessary changes, to a class meeting, but with these adjustments:
 - 25.1. a **shareholder** who is present in person or by proxy can demand a poll;
 - 25.2. on a poll, the holders of shares will have one vote for every share of the class which they hold;
 - 25.3. the vote will, anyhow, be by poll if **LR** require this.

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

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

26. **Clauses 24 and 25** also apply if:

- 26.1. special rights of shares forming part of a class are varied or withdrawn. Each part of the class which is being treated differently is viewed as a separate class in applying this **Clause**;
- 26.2. preference shares are issued which rank equally with existing preference shares. However, these **Clauses** do not apply if the terms of issue of existing preference shares or the **Constitution** allows those preference shares to be issued.

More about special rights of shares

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

- 27.1. new shares are created, or issued, which rank equally with or after any **existing shares** in payment of dividends or sharing in profits or assets of the **Company**;
- 27.2. the **Company** purchases its own shares (this includes, purchases of any of these **existing shares**);
- 27.3. the **Company** redeems redeemable preference shares (this includes, redeeming any of these **existing shares**);
- 27.4. preference shares are issued which rank equally with or in priority to existing preference shares.

Board's authority to allot shares and "equity securities" and to sell treasury shares

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

29. Subject to **LR**, the **Board** are authorised, without a resolution of the **Company**, to:

- 29.1. allot shares or grant any **rights** to subscribe for shares, under an offer made to **shareholders** in proportion to the **shareholders'** shareholdings;
- 29.2. allot shares or grant any **rights** to subscribe for shares, on a bonus issue to **shareholders** in proportion to the **shareholders'** shareholdings;
- 29.3. allot shares to a promoter of the **Company** which the promoter has agreed to take;
- 29.4. allot shares or grant any **rights** where shares are to be issued as consideration or part consideration for the **Company** to acquire shares or assets. **Shareholders** must be notified of the intention to issue such shares at least 14 days before their issue.

30. A resolution of the **Company** must:

- 30.1. authorise the **Board** to do any of the things in **Clause 28** not authorised by **Clause 29** or where **CA** or **LR** require;
- 30.2. approve the specific allotment to a **director** under a **Share Scheme**;
- 30.3. authorise the **Board** to allot or issue shares or **convertible securities**;

30.4. approve the allotment of shares under **Clause 29** which depart from any of the applicable requirements in **LR** and the prior **shareholder** approval in **General Meeting** for the precise terms and conditions of the issue must be obtained in these circumstances.

31. Where the **Company** in **General Meeting** does not direct in a different way:

31.1. new shares or **convertible securities** must be offered, before issue, to **shareholders** entitled to receive notices from the **Company** of **General Meetings**;

31.2. the offer must, as far as circumstances allow, be in proportion to the amount of **existing shares** or **securities** to which such **shareholders** are entitled;

31.3. the offer must be by a notice which specifies the number of shares or **securities** offered and which limits the time within which, the offer must be accepted or be treated as declined;

31.4. if the offer is not accepted within such time or if such **shareholders** decline to accept the offer, the **Board** may dispose of those shares or **securities** in a way which they decide as most beneficial to the **Company**;

31.5. the **Board** may also dispose of any new share or **security** which the **Board** consider cannot be conveniently offered under this **Clause 31**.

Deposited Shares and Non-Depository Shares

32. Shares prescribed under Section 14 of **SICDA** must be deposited with the **Depository** under **SICDA** and **DR**. These apply, too, to other securities prescribed in this way. All **listed securities** are prescribed. Subdivision 8 of Division 1 of Part III of **CA** will apply. The **Board** can treat such shares held under separate **securities accounts** which a **shareholder** holds as separate shareholdings, as far as the **Laws** and **LR** allow:

32.1. when shares are consolidated or divided;

32.2. when deciding on entitlements of **shareholders** in dividends and other distributions (this covers a winding up of the **Company**);

32.3. when deciding on entitlements of **shareholders** in rights and bonus issues and other issues of **securities**;

32.4. when deciding on fractions and fractional entitlements;

32.5. when deciding on entitlements of **shareholders** and the convenience of offering new shares or **securities** under **Clause 31**;

32.6. when deciding on all other matters where the **Board** think that whether or not to treat such shares in this way needs to be taken into account.

33. The **Board** may terminate the services of the **Depository** in relation to **Deposited Shares** at any time in accordance with **DR**, where the **Company** has been removed from the **Official List**. All such shares will then be withdrawn from the **Depository**. Those shares shall be transferred to the **Depositors** of the shares in accordance with Section 105(2) of **CA** and **DR**. The **Board** may appoint a **person** to sign (on behalf of the **Depositors**) any transfer or other documents needed for such transfer.

34. The holders of shares withdrawn under **Clause 33** and **Non-Depository Shares** will be registered in the **ROM** as such holders.

Renunciations of allotted but unissued shares

35. Where a share or other security has been allotted to a **person** but that **person** has not yet been entered on the **ROM** or **ROD**, the **Board** can recognise a transfer (called a renunciation) by that **person** of their right to the share to be renounced in favour of some other **person**. The **Board** can impose terms and conditions.

Power to pay commission and brokerage

36. The **Company** can use all the powers given by **CA** to **pay** commission or brokerage at a rate not exceeding 10% of the price at which the shares are issued to a **person** who:

- 36.1. applies, or agrees to apply, for any new shares; or
36.2. gets any other **person** to apply, or agree to apply for, any new shares.

Power to reduce capital

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

Power to change capital

38. The **shareholders** can alter the **Company's** share capital in accordance with **CA**.
39. If any shares are consolidated or divided, the **Board** may deal with any fractions of shares which result or any other problem that arises.
40. The **shareholders** can convert any paid-up shares into stock and reconvert any stock into paid-up shares in accordance with **CA**.

Buying back shares

41. The **Company** can purchase its own shares if the **shareholders** by ordinary resolution passed at a **General Meeting** authorise the **directors** to make such purchase. Any purchase must comply with Sections 112, 113 and 127 of **CA**.
42. The **directors** may resolve and shall have the fullest power to deal with such purchased shares in accordance with the provisions of **CA** and such other relevant law, regulation or guideline.
43. The **Company** cannot exercise any right in respect of treasury shares which it holds:
- 43.1. to attend or vote at meetings;
- 43.2. to receive dividends or other distributions. These may be cash or the **Company's** assets (which includes, on a winding up of the **Company**).

Share Certificates

44. The **Company** shall issue share certificates to the **Depository** or its nominee in relation to **Deposited Shares** in accordance with **SICDA** and **DR**, where required. These include, jumbo certificates required under **SICDA**. If the **Depository** or its nominee company shall require more than 1 jumbo certificate in respect of the shares that are **Deposited Securities**, it shall pay such fee (if any) as the **directors** may from time to time determine and which the **Company** may be permitted to charge by law plus any stamp duty and other charges levied by the Government and other regulatory bodies from time to time. A **Depositor** is not entitled to share certificates in relation to shares held by the **Depositor** deposited or required to be deposited with the **Depository**.
45. The **Company** shall issue share certificates, in relation to **Non-Depository Shares**, where a **shareholder** applies for one under Subdivision 2 of Division 1 of Part III of **CA**. The **Company** does not have to issue more than 1 share certificate for a share, even if that share is held jointly. When the **Company** delivers a certificate to the first named joint holder of shares, this is treated as delivery to all the joint holders. The **Company** can deliver a share certificate to an agent who acts for a **person** who is buying such shares or who is being transferred such shares.
46. The **Board** can decide how share certificates are **made effective**. They can be:
- 46.1. executed under Section 66(2) and (3) of **CA**;
 - 46.2. sealed with the **Seal** or executed in any other way allowed by the **Constitution** and the **Laws**; or
 - 46.3. printed, in any way, with a copy or representation of those signatures of the **Seal**. The representation can be made or produced mechanically, electronically or in any other ways the **Board** approve.
- A share certificate must, however, comply with **CA**, **LR**, **SICDA**, and **DR**.
47. A share certificate must state, the name of the **Company**, the class of share, the number of shares held and, if required by **CA**, a distinguishing number. It cannot be for shares of more than 1 class.
48. A **shareholder** can ask the **Company** to cancel and replace a single share certificate with 2 or more certificates, for the same total number of shares. The **Board** can require the **shareholder** to pay for the new certificates, if allowed by **CA**.
49. A **shareholder** can ask the **Company** for a new certificate if the original is:
- 49.1. worn out, damaged or defaced; or
 - 49.2. lost, stolen or destroyed.
- The **Board** can require the **shareholder** to pay fees allowed by **CA**, stamp duty and other charges permitted by law and/or levied by the Government and other regulatory bodies from time to time. The **Board** can also ask the **shareholder** to meet other requirements. These may include requirements in **CA**, advertisements, indemnities by the **shareholder** and other things.

Securities transfers

50. Transfers of any **listed security** or class of **listed security** shall be by way of book entry by the **Depository** in accordance with **DR**. The **Company** shall not register or effect any transfer of **listed securities** although Sections 105, 106 and 110 of **CA** may say something else. It shall not do so despite Sections 105, 106 and 110 of **CA**. This does not, however, apply to a transfer of **securities** to the **Depository** or its nominee or from the **Depository** or its nominee to **Depositors** under Section 148(2) of **CA** or any transfer of **securities** under any exemption given from compliance with Section 148(1) of **CA**.

51. Where:

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

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

the **Company** shall, on request of a **securities** holder, allow **securities** held by that holder to be transmitted from the register of holders kept by the **Registrar** in the other stock exchange's jurisdiction, to the register of holders kept by the **Registrar** in **Malaysia** and the other way around. However, there must be no change in the ownership of such **securities**.

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

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

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

54.1. the share certificate for shares (if any) to be transferred;

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

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

The **Board** may ask for further documents and information in connection with the request for registration of the transfer.

55. A transfer delivered under **Clause 54**:

55.1. cannot be in favour of more than 4 joint holders;

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

56. The **Board** can refuse to register such a transfer delivered:
- 56.1. where the transfer breaches any law or regulation or licensing or requirement (of any jurisdiction) which applies to the **Company** or any of its subsidiaries or any entity in which any of them have an interest;
 - 56.2. where the transfer is unlawful under Malaysian law; or
 - 56.3. the transfer relates to partly paid shares where a call has been made and is unpaid.
57. If the **Board** decide not to register a transfer of a share delivered under **Clause 54**, it must comply with Section 106 of **CA**.
58. If the **Company** registers a transfer delivered under **Clause 54**, it can keep the transfer form. A transfer form cannot be used to transfer more than 1 class of shares. Each class needs a separate transfer form.
59. The **person** making a transfer of **Non-Depository Shares** will be treated as continuing to be the **shareholder** until the name of the **person** to whom a share is being transferred is entered on the **ROM** for that share.

People automatically entitled to shares by law

60. If a **shareholder** who is a joint **shareholder** dies, the remaining joint **shareholder** or **shareholders** will be the only **people** which the **Company** will recognise as being entitled to their shares.
61. When a sole **shareholder** (or a **shareholder** who is the last survivor of joint **shareholders**) dies, their legal personal **representatives** will be the only **people** which the **Company** will recognise as being entitled to their shares.
62. **Clauses 60 and 61** are subject to **SICDA** and **DR**, where the shares are **Deposited Shares**.
63. A **person** who becomes automatically entitled to a share by law can either be registered as the **shareholder** or can select some other **person** to have the share transferred to. The automatically entitled **person** must provide evidence of their entitlement as the **Board** reasonably require. Where the shares are **Deposited Shares**, any registration as the **shareholder** or transfer to some other **person** must also comply with the **Laws**.
64. If a **person** who is automatically entitled to a share by law wants to be registered as a **shareholder**, they must deliver a **written** notice to the **Company** saying that they have made this decision. The notice must be in the form which the **Board** require. If the share is a **Deposited Share**, the notice must also be given to the **Depository**. That **person** must also comply with what the **Laws** require for registration of a **Deposited Share**. If the share is a **Non-Depository Share**, that **person** must comply with the requirements of the **Constitution** about transfers of **Non-Depository Shares** and their registration. The **Board** have the same power to refuse to register (in relation to **Non-Depository Shares**) the automatically entitled **person** as they would have had in deciding whether to register a transfer by the **person** who was previously entitled to the **Non-Depository Shares**.
65. If a **person** who is automatically entitled to a share by law wants the share to be transferred to another **person**, they must do this for:
- 65.1. a **Deposited Share**, in accordance with the requirements of the **Constitution** and the **Laws**; and

- 65.2. a **Non-Depository Share**, by signing a transfer to the **person** they have selected and comply with the other requirements of the **Constitution** about transfers of **Non-Depository Shares** and their registration.
66. The **Board** have the same power to refuse to register (in relation to **Non-Depository Shares**) the **person** selected as they would have had in deciding whether to register a transfer by the **person** who was previously entitled to the shares.
67. A **person** who is automatically entitled to a share by law is entitled to any dividends or other money or distributions or entitlements relating to the share, even though they are not registered as the holder of that share, on supplying to the **Company** evidence the **Board** reasonably require to show their title to the share. However, the **Board** can send a **written** notice to the **person** saying that the **person** must either be registered as the holder of the share or transfer the share to some other **person**. If the automatically entitled **person** does not do this within 90 days of the notice, the **Board** can withhold all dividends or other money or distributions or entitlements relating to the share until they do. The **Board** may treat these dividends or other money or distributions or entitlements in the same way as unclaimed dividends and other money are treated in the **Constitution**.
68. Unless registered as the holder of the share, the **person** automatically entitled to a share by law cannot:
- 68.1. receive notices of **shareholders' meetings**, or attend or vote at these meetings; or
- 68.2. exercise any other right of a **shareholder** in relation to any of these meetings,
- unless the **Board** decide to allow this.

Calls

69. The **Board** may, decide to make calls on **shareholder** in relation to money unpaid on their shares. Any call must comply with the terms of issue of those shares. A **shareholder** must pay the amount of each call in the way and at the time and place the **Board** decide. Calls may be made payable by instalments. Section 82(3) of **CA** shall not apply. **LR** apply, as required.
70. A call is treated as made when the **Board** resolution authorising the call is passed. The call may be revoked or postponed by the **Board** at any time before the date on which payment of the call is due.
71. If any amount (or part of it) payable on a call is not paid by the due date:
- 71.1. the **shareholder**, required to pay that amount, shall pay interest on the unpaid amount from the due date to the date of payment. The **Board** shall decide, from time to time, on the rate of interest, which must not exceed the cap imposed by Section 82(7) of **CA**. The **Board** may waive all or any of the interest paid or payable;
- 71.2. the **shareholder** shall not be entitled, in relation to a share held by that **shareholder**, to vote in person (including, by a **representative**) or by proxy at a **General Meeting** or any meeting of a class of **shareholders** or to exercise any other **rights** given to a **shareholder** of such a share, if any call or other amount payable to the **Company** remains unpaid. The **Board** may waive all or any of these restrictions.
72. An instalment shall be payable without the **Board** making a call and a notice of call being given where the terms of an issue of shares require payment on a fixed date. The provisions of the non-payment of calls, restrictions on voting and other **shareholder rights** in relation to non-payment of calls and other amounts and liens or charges apply to the instalments and the shares which relate to them.

- 73.** The **Board** may decide to receive from a **shareholder** all or any money unpaid on all or any shares held by them beyond the amounts actually called up and due and payable, as a loan repayable or as a payment in advance of calls. The **Board** may decide to pay interest on the money advanced, the rate and terms to be as agreed by the **Board** and that **shareholder**. Capital paid on shares in advance of calls shall not, while carrying interest, give 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.
- 74.** A call is not invalid just because a notice of call is not received or that notice is not given.
- 75.** The joint holders of a share are jointly and severally liable to pay all calls and interest which arises from late or non-payment.

Forfeiture

- 76.** If a **shareholder** fails to pay any call or instalment of a call (this covers amounts payable by the terms of issue of a share as at a fixed date) by the day for payment, the **Board** may give a notice to the **shareholder** on forfeiture of the shares which relate to that call or instalment. That notice shall:
- 76.1. require that **shareholder** to pay the call or instalment and any interest payable and expenses of the **Company** which arise from the non-payment;
- 76.2. give a date by which payment is to be made; and
- 76.3. say that if payment is not made by that date, the shares which relate to that call or instalment are liable to be forfeited.

The notice may be given at any time while any call, instalment or other payments referred to in this **Clause** 76 remain unpaid.

- 77.** If the **shareholder** does not comply with the notice given under **Clause** 76, any shares which relate to the notice may be forfeited by resolution of the **Board** passed at any time after the time given in the notice of payment. The forfeiture includes, all dividends, interest and other money payable by the **Company** in relation to the forfeited shares and not actually paid before the forfeiture. They shall no longer be a **shareholder** in relation to those shares but remain liable to pay all money payable by them at the date of forfeiture which relates to the shares together with interest and expenses under Section 83(6) of **CA**. The **Board** may enforce the payment or waive all or any of such money paid or payable. A statutory declaration given under Section 83(7) of **CA** by a **director** or **Secretary** is conclusive evidence of the facts stated in the declaration against all **persons** claiming to be entitled to the share.
- 78.** When a share is forfeited, notice of the resolution of the **Board** shall be given to the **shareholder** in whose name it stood immediately before the forfeiture or the person entitled to the **share** by transmission. An entry of the forfeiture and date of forfeiture is to be made in the **ROM** if the share is a **Non-Depository Share**. If a **Deposited Share**, the requirements of the **Laws** must be complied with. The forfeiture is not invalidated by any failure to comply with anything in this **Clause** 78.
- 79.** The **Board** may sell or dispose of the forfeited shares on such terms and in such a way as they decide. The net proceeds of any sale or disposal are to be applied:
- 79.1. first, in payment of the expenses in relation to the forfeiture and the sale or disposal;
- 79.2. next, to pay any unpaid calls, instalments and interest which relate to the forfeited shares;

79.3. and the remainder (if any) paid to or at the direction of, the **person** registered as the holder of the shares immediately before the sale or disposal or to the **person's** executors, administrators or assigns or as it directs on the production of any evidence as to title as the **Board** decide.

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

80. A **person** who acquires a forfeited share under **Clause** 79 shall be entered in the **ROM** as a **shareholder**, if a **Non-Depository Share** or be recorded as a **shareholder** in accordance with the **Laws**, if a **Deposited Share**. A statutory declaration in writing that the declarant is a **director** or the **Secretary** and that a share in the **Company** has been duly forfeited on a date stated in the declaration shall, as against all persons claiming to be entitled to the share, be conclusive evidence of the facts therein stated. That **person's** title to that share shall not be affected by any irregularity or invalidity in the proceedings which relate to the share's forfeiture, sale or disposal.

Lien

81. The **Company** shall have a first and paramount lien upon all the **shares** not fully paid up registered in the name of each **member** for all monies due to the **Company** from time to time or his estate, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not. Such lien shall extend to all dividends from time to time declared in respect of such **shares**. The registration of a transfer of **shares** shall not of itself operate as a waiver of the **Company's** lien if any on such **shares**.

The **Company's** lien on **shares** and dividend 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**.

82. Subject to **CA**, the **Board** may, in enforcing the lien, sell or dispose of the shares which are subject to the lien (and in respect of which an amount is due to the **Company** but unpaid) on terms and in a way as the **Board** decide, but no sale shall be made unless a sum in respect of which the lien exists is presently payable and until the expiry of a 14-day 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 **shareholder** in whose name the shares are registered or the **person** entitled to the share by reason of the death or bankruptcy of the registered holder.
83. When selling or disposing shares to enforce a lien, an entry in the **Board's** minutes book that the shares have been sold in accordance with the **Constitution** is sufficient evidence of that fact as against all **persons** entitled to the shares immediately before the sale of the shares. The **Company** may receive the purchase money or consideration (if any) given for the shares on any sale. A certificate signed by a **director** or the **Secretary** to the effect that the shares have been sold or disposed of to enforce a lien and the receipt of the **Company** for the price of the shares constitutes a good title to them. The **Board** may appoint a **person** to sign any transfer or other documents needed to effect the sale or disposal.
84. The **person** to whom the shares are sold or disposed of, shall, on issue of the receipt or the transfer being signed or effected in some other way for that **person** to be registered as the holder of the shares, be discharged from all calls or other money due in relation to the shares before the sale or disposal. That **person's** title to that share shall not be affected by any irregularity or invalidity in the proceedings which relate to the enforcement of the lien, sale or disposal.

A person whose shares have been sold shall cease to be a **member** in respect of the shares sold, but shall notwithstanding, remain liable to pay to the **Company** all moneys which at the date of sale were payable by such person to the **Company** in respect of the shares and interest thereon to the date of payment; but the liability of such person shall cease if and when the **Company** shall have received payment in full of all such moneys in respect of the shares, including any accrued interest.

85. The net proceeds of any sale or disposal are to be applied:
- 85.1. first, in payment of the expenses in relation to the enforcement of the lien and the sale or disposal;
 - 85.2. next, to pay the amount in relation to which the lien exists as is then payable to the **Company** (this includes, interest);
 - 85.3. and the remainder (if any) paid to or at the direction of, the **person** registered as the holder of the shares immediately before the sale or disposal whose **shares** have been forfeited or to the **person's** executors, administrators or assigns on the production of any evidence as to title as the **Board** decide or as that **person** directs.

No trusts or similar interests recognised

86. The **Company** will only be affected by, or recognise, a current and absolute right to whole shares. The fact that all or any part of a share may not be owned outright by the **person** registered as its holder is not of concern to the **Company**, for example, if a share is held on any kind of trust, this applies even if the **Company** knows about the ownership of the share.
87. The only exception is any **rights** which the Company has a legal duty to recognise.
88. The **Company** may give consents in relation to Section 110(2) and (3) of **CA**.

Untraced shareholders and unclaimed moneys

89. The **Company** may transfer shares of a **shareholder** to the **Minister**. Any transfer of **Deposited Shares** must also comply with **SICDA** and **DR**. The **Board** may appoint a **person** to sign (on behalf of such **shareholder**) any transfer or other documents needed for this transfer to the **Minister**.
90. The **Company** may exercise all its **rights** and duties under **UCA** in relation to a share. These include, dividends and other money payable and all other things related to that share, as far as **UCA** covers.

General Meetings

Annual General Meetings

91. Every year, the **Company** must hold an Annual **General Meeting**, in addition to any other **General Meetings** which are held in the year to transact the **ordinary business**. The notice calling the meeting must say that the meeting is the Annual **General Meeting**. The **Company** must hold an Annual **General Meeting** within 6 **months** of the **Company's** financial year end and not more than 15 **months** after the last Annual **General Meeting**. However, an Annual **General Meeting** may be held later than this if allowed by **CA**. The **Board** will decide when and where to hold the Annual **General Meeting**.

General Meetings

92. The **Board** can decide to call a **General Meeting** at any time. The **Board** shall also call a **General Meeting** where **CA** requires. Any **shareholder** holding at least 10% of the issued share capital of the **Company** may also call a **General Meeting**.

The time and place of any meeting shall be determined by the convenors of the meeting.

Notice of General Meetings

93. At least 21 **clear days' written** notice must be given for every Annual **General Meeting**. For every other **General Meeting**, at least 14 **clear days' written** notice must be given. If a special resolution is proposed for that **General Meeting**, at least 21 **clear days' written** notice must be given. If special notice of an intention to move a resolution is required under **CA**, those requirements must also be complied with. A notice called to consider **special business** must be accompanied by a statement regarding the effect of any resolution in respect of such **special business**. All business shall be deemed special business that is transacted at any Extraordinary **General Meeting** and also all business that is transacted at an Annual **General Meeting** with the exception of the **ordinary business**.
94. A notice of meeting must state:
- 94.1. where the meeting is to be held (this includes, other places and means for simultaneous attendance and participation decided by the **Board** under **Clause 106.2**);
 - 94.2. the date and time of the meeting;
 - 94.3. the general nature of any business to be dealt with at the meeting;
 - 94.4. whether a resolution will be proposed as an ordinary resolution or as a special resolution; and
 - 94.5. that a **shareholder** who can attend, participate, speak and vote can appoint 1 or more proxies (who need not be **shareholders**) to attend, participate, speak and vote for them but where that **shareholder** appoints more than 1 proxy, they must specify the proportion of their shareholdings represented by each proxy; the notice must specify any limit imposed on the number of proxies which may be appointed, under the **Constitution**, where this is allowed by **CA**.
95. Notices of meetings must be given to the **shareholders** and **persons** automatically entitled to a share by law who has provided evidence of their entitlement as required by **Clause 63**. However:
- 95.1. for **shareholders** of **Deposited Shares**, only **people** who are entered in the **ROD** requested by the **Company** from the **Depository**, under the **Constitution**, for purposes of giving notice of that meeting, are entitled to receive the notice;
 - 95.2. for **shareholders** of **Non-Depository Shares**, the **Board** can decide that only **people** who are entered in the **ROM** at the close of business on a particular day are entitled to receive the notice. The **Board** can choose that day so long as the **ROM** is closed, as needed, in accordance with Section 55 of **CA**.
- The **Company**, where it has **Deposited Shares**, shall request the **Depository** in accordance with **DR**, to issue an **ROD** to whom the notice is to be given.

Notice must also be given to the **Auditor**, the **Board**, **Bursa Securities** (so long as the **Company** is listed on the **Official List**) and any other stock exchange on which the **Company** is listed. Notices of meetings must also be advertised in at least 1 nationally circulated daily newspaper (in **Malaysia**) in Bahasa Malaysia or English at least 21 **clear days** (where an Annual **General Meeting** or a special resolution is proposed) or 14 **clear days** (where some other **General Meeting**). No advertisement is needed if the **Company** is no longer listed on the **Official List**.

Proceedings at General Meetings

Chairman of meetings

96. The chairman of the **Board** will be the chairman at every **General Meeting**.
97. If the **Company** does not have a chairman, or if the chairman is not present, willing and able to chair the meeting, the deputy chairman will chair the meeting.
98. If the **Company** does not have a chairman or a deputy chairman, or if neither the chairman nor the deputy chairman is present, willing and able to chair the meeting, after waiting 15 minutes from the time that the meeting is due to start, the **directors** who are present will choose one of the **directors** to act as chairman. If there is only 1 **director** present, that **director**, if willing, will be chairman.
99. If there is no **director** present, willing and able to chair the meeting, after waiting 15 minutes from the time that the meeting is due to start, the **shareholders** and proxies who are present and entitled to vote will pass an ordinary resolution to elect a **shareholder** or proxy to act as chairman.
100. Nothing in the **Constitution** is intended to restrict or exclude any of the powers or **rights** of a chairman of a meeting which are given by law.
101. The decision of the chairman on points of order, matters of procedure or arising incidentally out of the business of a **General Meeting** is conclusive, as is the chairman's decision, acting in good faith, on whether a point or matter is of this nature.

Security and other arrangements at meetings

102. The chairman of a meeting can take any action they consider appropriate:
 - 102.1. for proper and orderly conduct at a **General Meeting**. This may include, demanding that debate or discussion on any business, question, motion or resolution being ended or that the business, question, motion or resolution be put to a vote of the **shareholders**; or
 - 102.2. so that the meeting reflects the wishes of the majority.
103. The **Board** can ask **shareholders** or proxies wanting to attend a **General Meeting** to submit to searches or other security arrangements which the **Board** decide. The **Board** can, in their discretion, refuse entry to, or remove from, a **General Meeting**, a **shareholder** or proxy who does not submit to those searches or comply with those security arrangements. Security arrangements may include, **shareholders** or proxies not being allowed into a **General Meeting** with recording or broadcasting devices or an article which the chairman of the meeting considers to be dangerous, offensive, or liable to cause disruption.

Meeting in different places

- 104.** Subject to **CA** and the rest of the **Constitution**, every **shareholder** can attend a **General Meeting** in person or by proxy. Where the **General Meeting** is to be held at more than one place, a **shareholder** or proxy prevented from attending at one place can attend and participate at another place.
- 105.** The **Board** can make arrangements to:
- 105.1. regulate attendance at a place where a **General Meeting** (or adjournment) is to be held;
 - 105.2. ensure the safety of **people** attending at that place; or
 - 105.3. enable attendance at that meeting (or adjournment);
- and can change those arrangements at any time.
- 106.** In the case of a **General Meeting** to which these arrangements apply, the **Board** can, when specifying the place of the meeting:
- 106.1. direct that the meeting will be held at a place identified in the notice at which the chairman of the meeting will attend (the '**Main Meeting Place**'); and
 - 106.2. make arrangements for simultaneous attendance and participation at other places (whether by **electronic means** or otherwise) by **shareholders** and proxies entitled to attend the meeting or who want to attend at one of the other places.
- The notice of meeting does not have to give details of any arrangements under this **Clause** 106 except for any which **Clause** 94 requires.
- 107.** Subject to **Clause** 106.1, arrangements for simultaneous attendance can include arrangements for regulating the number of **people** attending at any other places.
- 108.** In the **Constitution** (unless the context requires otherwise) the **shareholders** will be treated as meeting in the **Main Meeting Place**.
- 109.** The **Board's** powers and discretions under **Clauses** 106 to 108 are delegated to the chairman at a **General Meeting**.

Quorum

- 110.** Before a **General Meeting** starts any business, there must be a quorum present. If not, the meeting cannot carry out any business but can choose a **person** to chair the meeting. The quorum is 2 **people** who are entitled to vote except where the **Company** has only 1 **shareholder**, in which case, the quorum is 1 **person**. They can be **shareholders** (including, any **representative**) or proxies or a combination of both.
- 111.** This **Clause** 111 applies if a quorum is not present within 30 minutes after the time fixed for a **General Meeting** to start or within any longer period which the chairman decides. If the meeting was called by **shareholders**, it is cancelled. Any other meeting is adjourned to any date, time and place stated in the notice of meeting. If the notice does not provide for this, the meeting is adjourned to a date, time and place decided by the chairman. If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the adjourned meeting, any **member** present shall be a quorum.

Adjourning meetings

112. The chairman of a meeting can adjourn the meeting, with or without quorum, before or after it has started, if the chairman considers that:

112.1. there is not enough room for the number of **shareholders** and proxies who want to attend the meeting;

112.2. the behaviour of anyone present prevents, or is likely to prevent, the business of the meeting being carried out in an orderly way; or

112.3. an adjournment is necessary for any other reason, so that the business of the meeting can be properly carried out.

The chairman can adjourn the meeting for any of these reasons to a date, time and place which the chairman decides, or indefinitely. The chairman does not need the consent of the meeting to do this.

113. The chairman of a meeting can adjourn a meeting which has a quorum present if the meeting agrees. The chairman may adjourn the meeting if the meeting directs this. The adjournment can be to a date, time and place which the chairman decides, or indefinitely.

114. If a meeting is adjourned indefinitely, the **Board** will decide the date, time and place of the adjourned meeting. Meetings can be adjourned more than once.

115. If a meeting is adjourned for 30 days or more, a notice of the adjourned meeting must be given in the same way as with the original meeting. If a meeting is adjourned for less than 30 days, there is no need to give notice of the adjourned meeting, or of the business to be considered there.

116. A reconvened meeting can only deal with business that could have been dealt with at the meeting which was adjourned.

Amending resolutions

117. The chairman can propose amendments to an ordinary or special resolution if they are amendments to correct an obvious error in the resolution.

118. No other amendments can be proposed to a special resolution.

119. Amendments to an ordinary resolution which are within the scope of the resolution can be proposed if **written** notice of the proposed amendment is received at the **Registered Office** addressed to the **Secretary** at least 3 **clear Business Days** before the day fixed for the meeting or adjourned meeting.

120. If the chairman, acting in good faith, rules an amendment out of order, an error in that ruling will not affect the validity of a vote on the original resolution.

Voting at General Meetings

How votes are taken

121. If a resolution is put to the vote at a **General Meeting**, it will be decided by a **show of hands**, unless a poll is demanded as soon as, or before, the result of the **show of hands** is declared by the chairman. A poll can be demanded by:

121.1. the chairman of the meeting;

121.2. at least 3 **shareholders** present in person or by proxy;

121.3. any **shareholder** present in **person** or by proxy and representing at least 10% of the total voting **rights** of all the **shareholders** who have the right to vote at the meeting (excluding, any voting **rights** attached to shares held as treasury shares); or

121.4. any **shareholder** who hold 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 at least 10% of the total paid up shares conferring that right (excluding, shares with that right held as treasury shares).

The chairman of the meeting can also demand a poll before all, some or any of the resolutions are put to the vote on a **show of hands**. If **LR** or **Bursa Securities** or any part of regulations requires that a poll be taken in relation to any resolution or that all resolutions at a meeting be by way of poll, that resolution or those resolutions will be decided by a poll. The chairman shall be deemed to have demanded a poll when this happens.

No poll shall be demanded on the election of a chairman of a meeting or on any question of adjournment.

122. A demand for a poll can be withdrawn if the chairman agrees to this. However, this does not apply to a resolution which **LR** or **Bursa Securities** requires to be decided by a poll. If a poll is demanded, and this demand is then withdrawn, a declaration by the chairman of the result of a vote by a **show of hands** on that resolution, which was made before the poll was demanded, will stand.

How polls are taken

123. The chairman of the meeting can decide where, when and how a poll will be taken. The result will be treated as the decision of the meeting where the poll was demanded, even if the poll is taken after the meeting.

124. The chairman can:

124.1. decide that a ballot, electronic voting, voting papers or tickets will be used;

124.2. appoint one or more scrutineers (who need not be **shareholders**);

124.3. adjourn the meeting to a date, time and place which the chairman decides for the result of the poll to be declared; or

124.4. declare the result of the poll or decide how it should be declared.

125. A **shareholder** can vote either in person (including, by a **representative**) or by proxy on a poll. If a **shareholder** votes on a poll, they do not have to use all of their votes or cast all their votes in the same way.

In the case of an equality of votes at any **General Meeting**, the chairman of the meeting shall be entitled to a second or casting vote in addition to the votes to which he may be entitled as a **shareholder**.

Timing of polls

126. A poll can be taken either at the meeting (or any adjourned meeting) or at any other time within 3 **months** of the meeting or the adjourned meeting, as the chairman directs. No notice is required for a poll.

Meetings continue after poll demanded

127. A demand for a poll on a particular matter does not stop a meeting from continuing and dealing with other matters. But once all these matters have been dealt with, the meeting is treated as having ended immediately after the poll has been taken, even though the result of the poll is to be worked out and announced later.

Effect of declaration by chairman

128. The following applies when there is a vote on a **show of hands** and no poll is demanded or required to be held under the **Constitution** or a demand for a poll is withdrawn, where this can be done. Any of the following declarations about a resolution by the chairman of the meeting is conclusive proof that it has been:

128.1. passed or not passed; or

128.2. passed with a particular majority.

An entry in respect of this kind of declaration in the minutes of the meeting is also conclusive evidence of that fact. There is no need to prove the number or proportion of votes recorded for or against a resolution.

Shareholders' Voting Rights

ROD for the meeting

129. The **Company** shall request the **Depository** in accordance with **DR**, to issue an **ROD**, as at the latest date reasonably practicable, which in any event be not less than 3 **market days** before the meeting ("**General Meeting Record of Depositors**").
130. Subject to **SICDFOR**, a **Depositor** shall not be regarded as a **shareholder** entitled to attend the meeting and to attend, speak, participate and vote in it unless that **shareholder's** name appears in the General Meeting Record of Depositors for that meeting.

Votes of shareholders

131. Where there is a vote on a **show of hands**, a **shareholder** of ordinary or preference shares who is personally present and entitled to vote at a meeting in person (including, by a **representative**) or by proxy has 1 vote. Where there is a poll, a **shareholder** of ordinary or preference shares present in person (including, by a **representative**) or by proxy has 1 vote for every share which they hold or represent. The same applies to other **shareholders**. All of these are subject to any special rights or restrictions which are given to a class of shares or by the **Constitution**.

Votes of joint shareholders

132. Where joint holders vote, Section 295(2) of CA applies.

Votes of shareholders who are unable to manage their affairs

133. This Clause 133 applies where a:

133.1. **shareholder** is unable to manage their affairs; and

133.2. a court which claims jurisdiction to protect **people** who are unable to manage their affairs has made an order about the **shareholder**.

The guardian, committee or **people** appointed by the court to act for the **shareholder** can vote for the **shareholder** and exercise other **rights** at **General Meetings**. This includes appointing a proxy, voting on a **show of hands** and voting on a poll. However, this only applies if any evidence which the **Board** require of their authority to do these things is delivered to the **Registered Office** or any other place the **Board** specify for delivery of proxy forms at least 48 hours before the relevant meeting (or adjourned meeting).

Challenging votes

134. An objection to the right of a **person** to vote must be made at the meeting (or adjourned meeting) at which the vote is cast. If a vote is not disallowed at a meeting, it is valid for all purposes. An objection must be raised with the chairman of the meeting. The chairman's decision is conclusive.

Proxies

Appointment of proxies

135. A **shareholder** is entitled to appoint a proxy or proxies to exercise all or any of the **shareholder's rights** to attend, speak and vote on a show of hands or by poll on any question at **General Meetings**.

136. If CA allows, the **Board** may, subject to **Clause 139**, limit the number of proxies which may be appointed. If a **shareholder** appoints more than 1 proxy, they must specify the proportion of the **shareholder's** shareholdings to be represented by each proxy.

137. A proxy is appointed by using a proxy form or in any other way, and subject to any terms and conditions, the **Board** decides. For example, the **Board** can, subject to CA, decide that a proxy can be appointed using **electronic means** or by means of a website.

138. A proxy need not be a **shareholder**.

Omnibus accounts

139. Where a **shareholder** is an **exempt authorised nominee** which holds ordinary shares in the **Company** for multiple beneficial owners in 1 **securities account** ("**omnibus account**"), there shall be no limit to the number of proxies which the **exempt authorised nominee** may appoint in respect of each omnibus account it holds.

Form of Proxy

140. A proxy form:

140.1. must be **in writing**; and

140.2. can be in any form which the **Board** approves.

141. A proxy form given by:

141.1. an individual must be signed by the individual or an attorney who is authorised to act on behalf of the individual;

141.2. a **corporation** must be sealed with the **corporation's Seal** or signed by an **officer** of the **corporation** or an attorney who is authorised to act on behalf of the **corporation**.

Any signature on an appointment need not be witnessed unless the proxy form requires this.

Receipt of proxies

142. A proxy form must be received at the place or address stated in the notice of meeting or proxy form or in any invitation contained in an **electronic form** to appoint a proxy or, if no place or address is stated, at the **Registered Office**. If the **Board** decide that a proxy can be appointed in any other way, notice of the appointment must be received as the **Board** specify. However, Section 334 of **CA** must be complied with.

143. Notices of appointments of proxies must be received at least:

143.1. 48 hours before a meeting or adjourned meeting; or

143.2. 24 hours before a poll is taken.

Section 334(3) of **CA** applies.

144. If a proxy form is signed, the power of attorney or other authority relied on to appoint a proxy, or a copy which has been certified by a notary, must be deposited at the **Registered Office**, together with any proxy form or in any other way that the **Board** specify, unless this has already been done. These documents must be received by the deadline which applies to notices of appointments of proxies under **Clause 143**.

145. The **Board** can, subject to **CA** and **LR**, make rules for the deposit of proxies in **electronic form**.

146. If **Clauses 142** to **149** are not complied with, the proxy will not be able to act for the **person** who appointed them.

147. If a proxy for several meetings has been properly appointed for a meeting or adjourned meeting, the proxy does not need to be appointed again for a later meeting which the appointment covers. A proxy form will be valid for any adjournment of the meeting or meetings to which it relates and for any vote on a **show of hands** or any poll demanded at that meeting or adjourned meeting.

148. If more than 1 proxy is appointed in respect of the same share to act at the same meeting, only the last appointment received will be treated as valid (regardless of when it was signed or by what means it was submitted). If the **Company** does not know which the last appointment is, the **Company** can decide which appointment to treat as valid or whether any of them are valid and its decision will be conclusive.

- 149.** A **shareholder** (including, by a **representative**) can attend, participate, vote and speak at a **General Meeting** or on a poll even if they have appointed a proxy to attend, participate, vote and speak at that meeting or on that poll. However, the appointment of the proxy will be treated as terminated once that **shareholder** attends that meeting.

Termination of proxies

- 150.** A vote cast by a proxy in the way authorised by their appointment and a demand for a poll made by a proxy will be valid even though the **shareholder** who appointed the proxy has:

150.1. died, bankrupt or is unable to manage their affairs;

150.2. transfer of the share in respect of which the instrument of proxy or attorney is given; or

150.3. revocation of the instrument of proxy or attorney or of the authority under which the instrument of proxy or attorney was executed.

However, this does not apply if **written** notice of any of these events has been received in any way specified for the appointment of proxies within the time periods specified in **Clause 143**.

- 151.** The appointment of a proxy will cease to be valid 12 **months** after the date the proxy form was signed or notice of the appointment was received. However, the appointment is still valid at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting, if the original meeting was first held within the 12 **month** period.

Company Representatives

Appointment of company representatives

- 152.** A **corporation** which is a **shareholder** of the Company may by resolution of its **directors** or other governing body or by power of attorney authorise such **person** or several **people** as it deems fit to act as its **representative** or **representatives** either at a particular meeting of the company or at all meetings of the company or any class of members, and the person so authorised shall, in accordance with such authority and until such authority is revoked by the corporation, be entitled to exercise the same powers on behalf of the corporation which the person represents as that corporation could exercise if it were an individual member of the **Company**.

Directors

- 153.** There must be at least 2 **directors**. The **shareholders** can vary this minimum (which must be at least 2) and/or decide or vary a maximum number of **directors** and determine in what rotation such increased or reduced number shall retire from office by passing an ordinary resolution.
- 154.** A **director** need not be a **shareholder**. A **director** who is not a **shareholder** is still entitled to receive notice of and attend and speak at **shareholders' meetings**.

Appointment of Directors

- 155.** No person, not being a retiring **director**, shall be eligible for election to the office of **director** at any **General Meeting** unless a **member** intending to propose such person for election has, at least 11 clear days before the meeting, left at the **Registered Office** a notice in writing duly signed by the nominee, giving the consent to the nomination and signifying the candidature for the office, or the intention of such **member** to propose such person for election, provided that in the case of a person recommended by the **directors** for election, 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 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.

Filling vacancies and appointing or electing additional directors

- 156.** The **Board** can appoint a **person** as a **director** either to fill a casual vacancy, or as an addition to the **Board**. A **director** appointed in this way 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 that meeting).
- 157.** Subject to **Clause 155**, the **shareholders** can elect a **person** proposed as an additional **director** or to replace another **director** by passing an ordinary resolution.
- 158.** A person appointed in place of a director so removed shall be subject to retirement by rotation at the same time as if such director had become a director on the day on which the director in whose place such director is appointed was last elected a director.

Removing and electing directors by ordinary resolution

- 159.** The **shareholders** can pass an ordinary resolution to remove a **director** or to replace a **director** with another **person** before the **director's** time in office has ended. This applies despite anything else in the **Constitution** or in any agreement between the **Company** and the **director**. Special notice of the resolution must be given to the **Company** as required by **CA**. If a **director** is removed or replaced in this way, it will not affect any claim which the **director** has for damages for breach of any contract of service.
- 160.** A **person** proposed to be elected to replace a **director** under **Clause 159** must comply with **Clause 155**. Subject to **Clause 155**, the **shareholders** can also elect a **person** to replace a **director** who has been removed in this way under **Clause 159** by passing an ordinary resolution. If no **director** is elected under this **Clause**, the vacancy can be filled under **Clauses 156 to 158**.

Electing two or more directors

- 161.** At any general meeting at which more than 1 **director** is to be elected, each candidate shall be the subject of a separate motion. A single resolution for the election of 2 or more **directors** is void unless the **shareholders** approve the putting of the resolution in this form first by a vote taken at the **General Meeting** with no votes cast against.

Directors can act if there are vacancies

162. Even if 1 or more **director(s)** has stopped being a **director**, the remaining **director(s)** can continue to act. If the number of **director(s)** falls below the minimum which applies under **Clause 153** (including any variation of that minimum approved by an ordinary resolution of **shareholders**), the remaining **director(s)** can only:

162.1. appoint further **director(s)** to make up the shortfall; or

162.2. convene a **General Meeting**; and

162.3. in the meantime, perform duties to meet emergencies.

163. If no **director(s)** are willing or able to act under **Clause 162**, any 2 **shareholders** can call a **General Meeting** to elect **director(s)**, provided that, if no **directors** are able to act because all of the resolutions for election or annual re-election of the **directors** are put to the Annual **General Meeting** and lost, the retiring **directors** who stood for election or re-election at that Annual **General Meeting** will be treated as being elected or re-elected (as the case may be) and will continue as **directors**. In these circumstances, the **directors** can only:

163.1. convene a **General Meeting** in accordance with **Clause 164**; and

163.2. in the meantime, perform duties to meet emergencies.

164. In the circumstances set out in **Clause 163**, the **directors** will convene another **General Meeting** as soon as reasonably practicable following the Annual **General Meeting** referred to in that **Clause** and retire from office at that **General Meeting**. If at the end of that **General Meeting** the number of **director(s)** still falls below the minimum which applies under **Clause 153** (including any variation of that minimum approved by an ordinary resolution of **shareholders**) the provision of **Clause 164** will apply again to the **General Meeting**.

Retirement of Directors

Annual retirement of directors

165. At every Annual General Meeting, 1/3 of the **directors** at the date of the notice convening the Annual **General Meeting** will retire from office unless elected or re-elected at the Annual **General Meeting**. The **directors** retiring will be those longest in office since their last election. If **directors** were elected on the same day, the **directors** to retire will either be as agreed between those **directors** or by lot. If the total number of the **directors** is not 3 or a multiple of it, the number nearest to 1/3 will retire. An election of Directors shall take place each year. Notwithstanding and in addition to the foregoing, each Director shall retire from office once at least in every 3 years, but shall be eligible for re-election.

Re-electing directors who retire

166. At each Annual **General Meeting** at which the **directors** retire in accordance with **Clause 165** the **shareholders** can pass an ordinary resolution to re-elect each **director** or, if **Clause 155** has been complied with, to elect some other eligible **person** in the **director's** place.

The retiring **director** is treated as re-elected unless:

166.1. the meeting expressly resolves not to elect a **director** to fill the vacancy;

166.2. the **director** has told the **Company in writing** that the **director** does not want to be re-elected;

166.3. a resolution to re-elect the **director** is put to the meeting and lost; or

166.4. any maximum number of **directors** which applies under **Clause 153** (including any variation of that maximum approved by an ordinary resolution of **shareholders**) would be exceeded.

When a director retires

167. A **director** retiring at a **General Meeting** retires at the end of that meeting or (if earlier) when a resolution is passed to elect another **person** in the **director's** place or when a resolution to re-elect the **director** is put to the meeting and lost. Where a retiring **director** is re-elected (or treated as re-elected under **Clauses 163** or **166**) the retiring **director** continues as a **director** without a break.

Alternate director

168. A **director** may by **written** notice to the **Company** appoint an alternate **director**. However:

168.1 an alternate **director** must not already be an existing **director**;

168.2 an alternate **director** must not act as an alternate for more than one **director**;

168.3 an alternate **director** must be approved by a majority of the **Board**; and

168.4 any fee paid by the **Company** to the alternate shall be deducted from the **appointing director's** remuneration.

169. An alternate **director's** appointment ends when the **appointing director** ceases to be a **director**. An **appointing director** can also remove an alternate **director** by **written** notice to the **Company**.

170. An alternate **director** is entitled to receive notices of all meetings of the **Board** and to attend, speak and vote at any of these meetings where the **appointing director** is not present. Subject to this and other parts of the **Constitution** which say or intend something else, terms and conditions and provisions of the **Constitution** which apply to **directors** also apply to an alternate **director**.

An alternate **director** shall be entitled to receive from the **Company** such proportion (if any) of the remuneration otherwise payable to the **appointing director** by way of remuneration for the services as **director** as the **appointing director** may by notice in writing to the **Company** from time to time direct, but save as aforesaid, shall not in respect of such appointment be entitled to receive any remuneration from the **Company**.

171. The minimum or maximum number of **directors** does not include an alternate **director**. However, an alternate **director** is counted in the quorum for meetings of the **Board** where the **appointing director** is not present.

172. An **appointing director** is not liable for the acts and defaults of an alternate **director**. An alternate **director** shall be an officer of the **Company** and shall be responsible to the **Company** for its own acts and defaults.

Directors ceasing to be a director

173. A **director** automatically ceases to be a **director** if:

173.1. the **director** ceases to be a **director** under **CA** or is removed from office under the **Constitution**;

173.2. the **director** is disqualified or prohibited from being a director under **CA**;

173.3. the **director** becomes bankrupt;

173.4. he has retired in accordance with the **CA** or under this Constitution and is not re-elected;

173.5. the director dies;

173.6. the **director** becomes unable to manage their affairs and a court which claims jurisdiction to protect **people** who are unable to manage their affairs has made an order detaining the **director** or appointing a **person** to manage the **director's** property or affairs or becomes of unsound mind;

173.7. except where the **director's** contract prevents the **director** resigning, the **director**:

173.7.1. delivers to the **Company** a **written** notice of resignation signed by or on behalf of the **director**; or

173.7.2. offers to resign and the **Board** pass a resolution accepting the offer; or

173.7.3. has missed 50% of the total **Board** meetings held in a financial year, without permission from the **Board** and the **Board** passes a resolution removing the **director** from office except when an exemption or waiver has been obtained from the **Bursa Securities**; or

173.8. the **director's** contract expires or is terminated for any reason and is not renewed or replaced within 14 days.

174. If a **director** ceases to be a **director**, the **director** automatically ceases to be a member of any **Board** committee or sub-committee.

Remuneration of Directors

Directors' fees

175. The **Board** can decide on the amount, timing and method of payment of **directors' fees**. However, fees of a non-executive **director** must be a fixed amount and must not be by a commission on or percentage of profits or turnover. Also, any fee paid by the **Company** to an alternate **director** must be deducted from the **appointing director's** remuneration. Salaries payable to executive directors may not include a commission on or percentage of turnover.

Directors' expenses

176. The **Board** can also repay to a **director** all expenses properly incurred in:

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

176.2. any other way in connection with the **Company's** business.

Extra fees

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

177.1. holds an executive position;

177.2. acts as chairman or deputy chairman;

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

177.4. performs any other services which the **Board** consider extends beyond the ordinary duties of a **director**.

178. Subject to the other parts of the **Constitution** and **LR**, extra fees can take the form of salary, commission, profit sharing or other **benefits** (and can be paid partly in one way and partly in another). They can also include any kind of benefit for the **director's** dependants. This is all decided by the **Board**.

Pensions and other benefits

179. Subject to **LR**, the **Board** can decide whether to provide:

179.1. pensions;

179.2. annual payments; or

179.3. other allowances or **benefits**,

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

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

180.1. **people** who are or were **directors**; and

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

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

181. **Shareholders** must approve the matters in **Clauses** 175 to 180 as far as the **Laws** require in relation to **directors' fees** and **benefits**. There must be annual **Shareholders' approvals** by ordinary resolution at a **General Meeting** for the fees of **directors** and any **benefits** payable to **directors**. Compensation for loss of employment of a director or former director must have **shareholders' approvals** by ordinary resolution passed at a **General Meeting**, where required by **CA** and **LR**.

Board Meetings

Board meetings

182. The **Board** can decide when and where to have meetings, how they are conducted and the quorum. They can also adjourn their meetings.

Notice of Board meetings

183. A meeting can be called by a **director** or the **Secretary**. The **Secretary** must also call a meeting if a **director** requests this.

184. The **Board** can decide how notice of **Board** meetings is to be given and on any terms and conditions (including oral notice). Subject to this, **Board** meetings are called by delivering a **written** notice to each **director** personally or by sending it to their last known address or another address given to the **Company** for this purpose.

185. A **director** who is out of **Malaysia** is not entitled to be given notice of a **Board** meeting unless:

185.1. notice of a **Board** meeting is given **in writing**; and

185.2. the **director** has asked the **Board in writing** to send notices of **Board** meetings during the **director's** absence to the **director's** last known address or another address given to the **Company** for this purpose.

A **director** can waive notice of a meeting at any time, even if the meeting has already taken place.

Chairman of Board meetings

186. The **Board** can appoint a **director** as chairman or deputy chairman for whichever periods the **Board** decide. If the chairman is at a meeting, the chairman will chair it. In the chairman's absence, the chair will be taken by the deputy chairman. If there is no chairman or deputy chairman present and willing within 5 minutes after the time when the meeting is due to start, the chair will be taken by a **director** nominated by the chairman **in writing**. If the chairman has not done this, the **directors** present can choose which one of them will be the chairman of the meeting.

187. References in the **Constitution** to "deputy chairman" include, if no one has been appointed with that specific title, a **person** appointed to a position with another title which the **Board** designate as equivalent to the position of deputy chairman.

Quorum

188. If no other quorum is fixed by the **Board**, 2 **directors** form a quorum. A meeting at which a quorum is present can exercise all the powers and discretions of the **Board**.

189. A **director** who ceases to be a **director** at a **Board** meeting can continue to be present and act as a **director** and be counted in the quorum until the end of that **Board** meeting if no other **director** objects and a quorum of the **Board** would not otherwise be present.

Voting at Board meetings

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

Video conference and telephone meetings

191. Any of the **directors** or members of a committee can take part in a **Board** meeting or **Board** committee meeting by way of a:

191.1. video conference or conference telephone or any communication equipment designed to allow everybody to take part in the meeting; or

191.2. series of video conferences or telephone calls from the chairman of the meeting.

Taking part in this way will be treated as being present at the meeting and will be counted in a quorum. A meeting which takes place by a series of video conferences or telephone calls from the chairman will be treated as taking place where the chairman is. Otherwise meetings will be treated as taking place where the largest group of the participants is or, if there is no such group, where the chairman is, unless the **Board** decides otherwise.

Board Committees

Delegating powers to committees

192. The **Board** can delegate any of their powers or discretions to committees of one or more **directors** or other **people**. This includes powers or discretions relating to **directors'** pay or giving benefits to **directors**. If the **Board** have delegated a power or discretion to a committee, any references in the **Constitution** to using that power or discretion include its use by the committee. A committee must comply with any regulations made by the **Board**. These regulations can require or allow **people** who are not **directors** to be co-opted onto the committee and can give voting rights to co-opted members.

193. Unless the **Board** specifically decide not to allow this, a committee can sub-delegate powers and discretions to sub-committees or other **people**.

194. References in the **Constitution** to committees include sub-committees permitted under this **Clause**.

Proceedings of committees

195. If a committee includes two or more members, the **Constitution** which regulates **Board** meetings and their procedure will also apply to committee meetings (if possible), unless these are inconsistent with any regulations for the committee which the **Board** have made under **Clauses** 192 to 194.

196. A committee or sub-committee can be called a "board" or "council" or any other name the **Board** decide.

Directors' Interests

When directors can vote on things

197. A **director** cannot vote (and if the **director** does vote, such vote will not be counted) on a resolution about a contract or proposed contract or arrangement in which the **director** (or a **person** connected with the **director**) is directly or indirectly interested.

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

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

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

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

Confidential information

- 202.** Subject to **Clause 203**, if a **director** receives information for which the **director** owes a duty of confidentiality to a **person** other than the **Company**, and the **director** did not receive the information because of their position as a **director**, the **director** will not be required to:
- 202.1. disclose such confidential information to the **Company** or to the **Board**, or to any **director, officer** or employee of the **Company**; or
- 202.2. use or apply such confidential information in any other way in connection with the **director's** duties as a **director**.
- 203.** If a duty of confidentiality arises out of a situation in which the **director** has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the **Company**, **Clause 202** will not apply.
- 204.** **Clauses 202** and **203** do not affect any equitable principle or rule of law which may excuse or release the **director** from disclosing information, in circumstances where disclosure may otherwise be required under any of those **Clauses**.

Directors' interests - general

- 205.** Subject to **CA**, **director** may hold any other office or place of profit under the **Company** (other than the office of auditor) in conjunction with the 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 nature of the office from contracting with the **Company**, either with regard to the **director's** tenure of any such other office or place of profit or as a vendor, purchaser or otherwise. No such contract, and no contract or arrangement entered into by or on behalf of the **Company**, in which any **director** is in any way interested shall be liable to be avoided, nor shall any **director** so contracting or being so interested be liable to account to the **Company** for any profit realised by any such contract or arrangement by reason of such **director** holding that office or of the fiduciary relation thereby established.
- 206.** Where a **director** has an interest which it is reasonable to expect will result in a conflict of interest, the **director** can if asked to do so by the **Board** take such additional steps that are necessary or desirable to manage the conflict of interest. These steps can include complying with any procedures laid down by the **Board** to manage conflicts of interest generally, or carrying out any specific procedures approved by the **Board** for managing the situation or matter in question, including (without limitation) the **director**:
- 206.1. being absent from any **Board** meetings where the relevant situation or matter is to be considered;
and

206.2. not being given access to documents or information made available to the **Board** generally in relation to such situation, or arranging for the documents or information to be reviewed by a professional adviser to determine whether it is appropriate for the **director** to have access to such documents or information.

207. For the purposes of **Clauses** 197 to 204:

207.1. a reference to a contract includes a reference to an existing or proposed contract, transaction or arrangement;

207.2. where **LR** apply, an interest of a **person** who is connected with a **director** will be treated as an interest of the **director**; and

207.3. where **LR** apply, Rule 1.01 of **LR** (person connected) will determine whether a **person** is connected with a **director**.

Subject to **CA** and **LR**, the **shareholders** can by passing an ordinary resolution ratify any contract not properly authorised by reason of breaching any of the provisions in **Clauses** 197 to 206.

Directors' Management Powers

Management powers

208. The **Board** will manage the **Company's** business. They can use all the **Company's** powers, except where **CA**, **LR** or the **Constitution** say that powers can only be used by the **shareholders** voting to do so at a **General Meeting**. The general management powers under this **Clause** are not limited in any way by specific powers given to the **Board**.

209. The **Board's** management powers are subject to:

209.1. **CA** and **LR**;

209.2. the **Constitution**; and

209.3. any other requirements which are consistent with **CA**, **LR** and the **Constitution** and are approved by the **shareholders** passing an ordinary resolution.

210. If a change is made to the **Constitution** or the **shareholders** approve a requirement relating to something which the **Board** have already done which was within their powers, that change or requirement cannot invalidate the **Board's** previous action.

Appointing directors to executive positions

211. The **Board** can appoint one or more **directors** to any executive position (including, a managing **director** or a person performing the functions of a managing **director**, by whatever name called) they decide. As far as **CA** and **LR** allow, they can decide how long these appointments will be for and what their terms will be. However, salaries of **directors** holding an executive position must not include a commission on or percentage of turnover. They can also vary the terms of or end these appointments. If a **director** ceases to be a **director**, the **director** automatically ceases to be a managing **director**. If a **director's** appointment is varied or ends because of this **Clause**, this does not prejudice any claim against the **Company** for breach of contract.

Any **director** appointed to any executive position (including, a managing **director** or person performing the functions of a managing **director**, by whatever name called) shall be subject to the control of the **Board**.

Delegation of powers

212. The **Board** can give a **director** or the **Secretary** any of the powers which they have jointly as the **Board**. These powers can be given on any terms and conditions the **Board** decide either in parallel with, or in place of, the powers of the **Board** acting together. These powers can include the power to sub-delegate. The **Board** can change the basis on which these powers are given or withdraw them from the **director** or **Secretary**. No **person** dealing in good faith who does not know about the change or withdrawal will be affected by it.

Power to establish local boards and agencies

213. The **Board** can set up **local boards** or agencies to manage, supervise or advise on any of the **Company's** business in **Malaysia** or elsewhere. The **Board** can also appoint a **person** (who need not be a **director**) to be a:

213.1. member of a **local board**; or

213.2. manager or agent.

214. The **Board** can:

214.1. decide the remuneration and other **benefits** of **people** appointed under **Clauses** 213 and 214;

214.2. delegate any of the **Board's** authority, powers or discretions to a:

214.2.1. local board;

214.2.2. manager or agent; or

214.2.3. subsidiary undertaking of the **Company** (whether wholly-owned or not);

214.3. allow local boards, managers or agents, or subsidiary undertakings to delegate to another **person**;

214.4. allow members of local boards to fill any vacancies on their boards and to continue to act even though there are vacancies;

214.5. remove any **people** appointed under **Clause** 214 (including **people** appointed by another **person** under **Clause** 214); and

214.6. cancel or change an appointment or delegation made under **Clauses** 213 and 214 (including an appointment made by another **person** under this **Clause**), although this will not affect a **person** who acts in good faith who has not had notice of the cancellation or change.

215. An appointment or delegation by the **Board** which is referred to in **Clause** 214 can be on any terms and conditions the **Board** decide.

216. **Clauses** 213 to 215, "**local board**" means a special or local board, committee or council and includes a regional or area board or a board for a particular part of the **Company's** business.

Power to appoint agents

217. The **Board** can appoint a **person** (including the members of a group which changes over time) as the **Company's** agent. The agent can either be appointed directly by the **Board**, or the **Board** can give another **person** the power to appoint/select an agent. The **Board** can decide the purposes, powers, authorities and discretions of an agent. But they cannot give an agent a power, authority or discretion which the **Board** do not have under the **Constitution**.
218. The **Board** can decide how long an appointment of an agent will last for and they can apply any terms and conditions to it. The appointment can include any provisions which the **Board** decide for the protection and convenience of a **person** dealing with the agent. The appointment can also allow the agent to sub-delegate all or any of their powers, authorities or discretions to any other **person**.

Positions with titles including the word 'director'

219. The **Board** can appoint a **person** to a position having a title including the word "director" or give a title including the word "director" to an existing position and can end that appointment or the use of that title. The use of the word "director" in the title of a position does not imply that the holder is a **director** of the **Company** and the holder does not have the power to act as a **director** of the **Company** and is not treated as a **director** of the **Company** for the purposes of the **Constitution**.

Overseas branch registers

220. The **Company** can use all the powers that **CA** gives to keep a branch register of members outside **Malaysia**. The **Board** can make and change any regulations they decide relating to this register, as long as **CA** allows this.

Signatures on cheques etc.

221. All cheques, promissory notes, drafts, bills of exchange and other instruments (whether negotiable or transferable or not) and all receipts for money paid to the **Company** can be signed, drawn, accepted, endorsed or **made effective** in any way the **Board** decide.

Power to provide for the benefit of employees and former employees

222. The **Board** can, by passing a resolution, exercise any powers given or required by law to pay a gratuity pension or allowance to any employee or ex-employee, **director** or former **director**, spouse, widowed or the other dependent of an employee in such manner to such extent as the **Board** shall deem fit, and for these purposes, the Board may if they deem fit (either alone or in conjunction with any other persons) constitute and contribute to a scheme or trust for the purpose of providing any such gratuity pension or allowance and take out policies of insurance and pay the premiums reserved thereby.

Borrowing powers

223. To the extent that **CA**, **LR** and the **Constitution** allow, the **Board** can exercise all the powers of the **Company** to:
- 223.1. borrow money;
 - 223.2. mortgage or charge all or any part of the **Company's** business, undertakings, uncalled capital, property and assets (present and future);
 - 223.3. issue **debentures** and other securities; and

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

Validity of the Board's actions

224. Everything which is done by a **Board** meeting, a **Board** committee meeting or a **person** acting as a **director**, local board or agency, will be valid even though it is discovered later that a **director** or **person** acting as a **director** was not properly appointed or elected. This also applies if it is discovered later that a **person** was disqualified from being a **director**, had ceased to be a **director** or was not entitled to vote.

Written Resolutions

225. A **directors' written** resolution is adopted when a majority of the **directors** or their alternates entitled to vote on the resolution at a **Board** meeting have:

225.1. signed one or more copies of it, or

225.2. otherwise indicated their agreement to it **in writing**.

These copies can be made using **electronic means**. Once a **directors' written** resolution has been adopted, it will be treated as if it had been a resolution which was passed at a **Board** meeting.

Minutes of meetings

226. The **Board** must cause minutes to be made in minute books of the:

226.1. names of the **directors** present at each **Board** meeting and **Board** committee meeting;

226.2. appointments of **officers** made by the **Board**; and

226.3. proceedings and resolutions at **Board** meetings, **Board** committee meetings and **shareholders' meetings**.

Any such minutes of any meeting of the **directors**, or of any committee, or of the **Company**, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without further proof of the facts stated therein.

227. Subject to Sections 343 and 344 of the CA, it is not necessary for the **directors** present at a **Board** meeting or **Board** committee meeting to sign their names in the minute book or other attendance book.

Secretary

Secretary, and assistant, deputy and temporary Secretaries

228. The **Secretary** is appointed by the **Board**. The **Board** decide the terms and period of the appointment. The **Board** can also remove the **Secretary**. This does not affect any claim for damages against the **Company** for breach of any contract of employment the **Secretary** may have. The **Board** can appoint two or more **people** to be joint **Secretaries**.

- 229.** The **Board** can also appoint one or more **people** to be assistant or deputy **Secretaries** or one **person** to be a temporary **Secretary**. The **Board** decide their terms and period of employment. The **Board** can also remove an assistant, deputy or temporary **Secretary**. This does not affect any claim for damages against the **Company** for breach of any contract of employment they may have. Anything which the **Constitution** requires or allows to be done by the **Secretary** can also be done by a deputy or temporary **Secretary**.
- 230.** Anything which the **Laws** or the **Constitution** requires or allows to be done by or to a **director** and the **Secretary** cannot be done by or to one **person** acting as both a **director** and the **Secretary**.

Seals

Seal and Securities Seal

- 231.** The **Board** may adopt a **Seal** and **Securities Seal**. Any **Seal** and **Securities Seal** can only be used with the authority of the **Board** or a committee authorised by the **Board**. For the purposes of this **Clause** 231, a committee authorised by the **Board** can consist solely of **people** who are not **directors**.
- 232.** Every document which has the **Seal** stamped on it must be signed autographically by:
- 232.1. 1 **director** and the **Secretary**;
 - 232.2. 2 **directors**; or
 - 232.3. a **person** who is authorised to do so by the **Board**.

However, the **Board** can decide that specific documents or documents of specific descriptions can be printed, in any way, with a copy or representation of these signatures. The representation can be made or produced mechanically, electronically or in any other way the **Board** approves.

- 233.** The **Securities Seal** can be used only for sealing securities issued by the **Company** and documents creating or evidencing securities issued by the **Company**. Securities and documents which have the **Securities Seal** stamped on them do not need to be signed.
- 234.** The **Board** can use all the powers given by **CA** relating to official **Seals** for use abroad. The **Board** can use all the powers given by **CA** for executing a document under Section 66(2) and (3) of **CA** instead of affixing the **Seal** or any other seal.

Documents

Certifying copies of documents

- 235.** A **director** or the **Secretary** has power to decide that any of the following are genuine and to certify copies of or extracts from them as true copies or extracts:
- 235.1. documents relating to the **Company's Constitution**;
 - 235.2. resolutions passed by the **shareholders** or a class of **shareholders**, or by the **Board** or a **Board** committee; and
 - 235.3. books, documents, records or accounts which relate to the **Company's** business.
 - 235.4. the **Board** can also give this power to other **people**.

236. A document which appears to be a copy of a resolution or an extract from the minutes of a meeting and which is certified as a true copy or extract as described in **Clause 235** is conclusive evidence for a **person** who deals with the **Company** on the strength of the document that the:

236.1. resolution has been properly passed; or

236.2. extract is a true and accurate record of the proceedings of a valid meeting.

Destroying documents

237. Subject to **CA**, the **Company** can destroy all:

237.1. transfer forms for shares, documents sent to support a transfer and any other documents which were the basis for making an entry on **ROM**, **7 years** after the date of registration;

237.2. dividend payment instructions and notifications of a change of address or name, **7 years** after the date these were recorded; and

237.3. cancelled share certificates, **7 years** after the date they were cancelled.

238. A document destroyed by the **Company** in accordance with **Clause 237** is conclusively treated as having been valid and effective in accordance with the **Company's** records relating to the document. Any action of the **Company** in dealing with the document in accordance with its terms before it was destroyed is conclusively treated as having been properly taken.

239. **Clauses 237** and **238** only apply to documents which are destroyed in good faith and if the **Company** has not been informed that keeping the documents is relevant to any claim.

240. If the documents relate to **Deposited Securities**, the **Company** must also comply with any provisions in **SICDA, DR** or **LR** which limit its ability to destroy these documents.

241. **Clauses 237** to **240** do not make the **Company** liable:

241.1. just because it destroys a document earlier than the time limit stated in **Clause 237**;

241.2. just because it does not comply with the conditions in **Clause 239**; or

241.3. if it would not be liable if **Clauses 237** to **240** did not exist.

Clauses 237 to **241** apply whether a document is destroyed or disposed of in some other way.

Accounts

Accounting records

242. The **Board** must make sure that accounting and other records which comply with **CA** are kept.

Location and inspection of records

243. The accounting and other records must be kept at any place which **CA** allows and the **Board** decide.

244. The **Company's directors** and other **officers** authorised by the **Company** always have the right to inspect the accounting and other records.

245. No other **person** (including a **shareholder**) has a right to inspect any accounting records or other books or papers of the **Company** unless the:

245.1. **CA** or some other law or a Court order gives that **person** the right; or

245.2. the **Board** authorise that **person** to do so.

Sending copies of financial statement and report

246. **Clauses** 246 to 248 apply to the **Company's** annual financial statement and reports which Section 257 of **CA** requires to be sent and the **Company's** annual report.

247. Copies of these documents must be sent to the **shareholders**, the auditor and **debenture holders** and all other **people** to whom **CA** or the **Constitution** require the **Company** to send them. This must be done at least 21 days before the date of the Annual **General Meeting** or at a shorter period if it was agreed by all the shareholders entitled to attend and vote at the Annual **General Meeting**. Subject to the compliance with the **LR** and any other relevant authorities, if any, the **Company** may issue those documents in printed form or in compact disc read-only memory ("CD-ROM") form or digital video disc read-only memory ("DVD-ROM") format or through electronic mail or publication on the website or other electronic platform(s) of the **Company** or in any other format whatsoever or in such other form of electronic media (whether available now or in the future) through which images, data, information or other material may be viewed whether electronically or digitally or howsoever or in such other form of electronic media.

248. However, the **Company** need not send these documents to more than one joint **shareholder** or **debenture** holder except where the **Laws** require. **Shareholders** and **debenture holders** who are not sent copies can receive a copy free of charge by applying to the **Company** at the **Registered Office** or an address that the **Board** have specified for that purpose.

The **Constitution** shall not require a copy of those documents to be sent to any person whose address the **Company** is not aware (or to the several persons entitled thereto in consequence of the death or bankruptcy of the holder or otherwise).

Auditor

Attending General Meetings

249. The **Auditor** can attend a **General Meeting** and can speak there on any business which is relevant to them as **Auditor**.

Validity of the Auditor's actions

250. As far as **CA** allows, the actions of a **person** acting as an **Auditor** are valid in favour of a **person** dealing with the **Company** in good faith, even if there was some defect in that **person's** appointment or that **person** was at any time not qualified to act as an auditor.

Dividends

Final dividends

251. **Shareholders** can declare dividends by passing an ordinary resolution, but no dividend can exceed the amount recommended by the **Board**.

Fixed and interim dividends

252. If the **Board** consider that the profits of the **Company** justify such payments, they can pay:

252.1. interim dividends on any class of shares of any amounts, on any dates and for any periods which they decide; and

252.2. fixed or other dividends on any class of shares on the dates stated for the payment of those dividends.

253. If the **Board** act in good faith, they are not liable to any **shareholders** for any loss they suffer because a lawful dividend has been paid under **Clause 252** on other shares which rank equally with or behind their shares.

Subject to the provisions of this Constitution and to the rights of **shareholders** entitled to shares with special rights as to dividends, all dividends shall be declared and paid to the **shareholders** in proportion to the amounts paid up or credited as paid up on their shares. For the purposes of this **Clause 253**, no amount paid on a share in advance of calls shall be treated as paid up on such 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, except that if any share is issued on terms providing that it shall rank for dividend as if paid up (in whole or in part) as from a particular date or that it shall not rank for dividend declared in respect of any period or periods, that share shall rank for dividend accordingly.

Distributions in kind

254. If the **Board** recommend this, **shareholders** can pass an ordinary resolution to direct all or any part of a dividend or bonus to be paid by distributing specific assets (and in particular **paid-up** shares or **debentures** or debenture stock of the **Company** or any other company). The **Board** must give effect to that resolution. Where a difficulty arises on the distribution, the **Board** can settle it as they decide. In particular, they can:

254.1. issue fractional certificates;

254.2. value the assets or any part thereof for distribution purposes;

254.3. pay cash of a similar value to adjust the **rights** of **shareholders**; and/or

254.4. transfer any assets to trustees.

No dividends are payable except out of profits and subject to solvency

255. No dividend can be paid except out of profits available for distribution and where the **Company** is solvent as **CA** requires.

Payments to shareholders

256. Subject to the **LR**, a cash distribution or other dividends or other money payable in cash relating to a share or other **securities** can be paid:

256.1. by cheque or draft or warrant or post office order payable to the **shareholder** or **person** automatically entitled to the shares by law who is entitled to it or to another **person** named in a **written** instruction from the **shareholder** (or all joint **shareholders** or **people** jointly and automatically entitled to the shares by law);

256.2. in the case of **Deposited Shares** or other **securities** deposited with the **Depository**, by using the **eDividend service** or any other means for directly crediting the payments into the bank accounts of the **shareholders** or holders of such other **securities** of the Company as provided to the **Depository** from time to time, where allowed or required. The **Company** must notify such **shareholders** or holders of such other **securities** of the **Company** once the **Company** has paid the cash distribution or other money payable in cash out of the **Company's** account where the **shareholders** or holders of such other **securities** of the **Company** have provided to the **Depository** the relevant contact details for purposes of electronic notifications;

256.3. by bank transfer, **electronic means** or by means of a website directly to an account named in a **written** instruction from the **shareholder** (or all joint **shareholders** or **people** jointly and automatically entitled to the shares by law); and/or

256.4. in any other way agreed between the **shareholder** (or all joint **shareholders** or **people** jointly and automatically entitled to the shares by law) and the **Company**.

A cash distribution or any other money payable in cash, if required to be paid in the way set out in **Clause 256.2**, may not be paid in any other way. However, other payment methods set out in **Clauses 256.1, 256.3 and 256.4** can be used if the **members** do not provide bank account details to the **Depository**. "Cash distribution" means, for purposes of this **Clause 256** and wherever the term "cash distribution" is used in this **Constitution**, cash payments made by the **Company** in respect of its shares or other **securities** which are listed and quoted for trading on **Bursa Securities**, as **Bursa Securities** may prescribe from time to time. A cash distribution includes:

256.5. cash dividends;

256.6. payments of interest or profit rates on debt securities or sukuk respectively;

256.7. income distributions made by collective investment schemes;

256.8. capital repayment; and

256.9. cash payments in lieu of odd lots arising from distributions in specie.

257. For joint **shareholders** or holders of **securities**, or **people** jointly and automatically entitled to shares or **securities** by law, the **Company** can rely on a receipt for a cash distribution, dividend or other money paid on shares or other **securities** from any one of them.

- 258.** Every cheque, draft, warrant or post office order shall be made payable to the order of the person to whom it is sent. Every payment sent whether by cheque, draft, warrant, or post office order or transmitted by electronic means or by means of a website, as provided hereinabove, shall operate as a good discharge to of the **Company's** obligations in respect of the money represented thereby irrespective of receipt or otherwise due to any circumstances whatsoever. Every such mode of payment shall be sent or transmitted at the risk of the person entitled to the money represented thereby. The **Company** will not be responsible for a payment which is lost or delayed.
- 259.** Where Malaysian law requires that a cash distribution, dividend and any other money payable in cash relating to a share or other **securities** must be paid, it can be paid in whatever currency the **Board** decide or as the law requires using an appropriate exchange rate selected by the **Board** for any currency conversions required. The **Board** can also decide how any costs relating to the choice of currency will be met.
- 260.** No cash distribution, dividend or other money payable in cash in respect of its shares or other **securities** carries a **right** to interest from the **Company**, unless the **rights** of the shares or other **securities** say something different.

Deducting amounts owing from dividends and other money

- 261.** If a **shareholder** or holder of other **securities** owes any money to the **Company** relating in any way to the **Company** shares, the **Board** can deduct any of this money from any:

261.1. cash distribution, dividend on any shares or other **securities** held by the **shareholder** or holder of such other **securities**; or

261.2. other money payable by the **Company** in respect of the shares or such other securities.

Money deducted in this way can be used to pay the amounts owed to the **Company**. This **Clause** is subject to **SICDA, DR, LR** and any rules which relate to the **eDividend service** or other ways for paying cash distributions as set out in **Clause 256.2**.

Waiver of dividends

- 262.** All or any cash distributions, dividends or other money payable in cash relating to a share or other **securities** can be waived by a document which is accepted by the **Company** or on which the **Company** acts. The document must be signed and in **hard copy** (or in some other form **in writing** acceptable to the **Company**) and delivered to the **Company**.

Entitlement record dates

- 263.** Subject to **LR**, a cash distribution, dividend or distribution on, and an allotment or issue of, any shares can be **paid** or made to the holders of shares shown on the **ROM or ROD** at whatever time on whatever day is stated in or referred to in the resolution declaring the cash distribution, dividend or providing for the distribution, allotment or issue. If no time is stated in the resolution, the close of business applies. This **Clause** applies whether what is being done is the result of a resolution of the **Board** or a resolution passed at a **General Meeting**. The date can be before the relevant resolution was passed. This **Clause** does not affect the **rights** between past and present **shareholders** to payments or other entitlements.

Dividend Plans

- 264.** Subject to **LR**, the **Board** may establish and maintain one or more dividend plans (including the establishment of rules) under which **shareholders** may elect in relation to some or all of their shares (subject to the rules of the relevant plan):
- 264.1. to reinvest some or part of the dividends paid or payable or which may become payable by the **Company** to the **shareholder** in cash by, in accordance with the rules of the relevant plan, subscribing for and/or purchasing shares in the capital of the **Company**;
 - 264.2. to receive a dividend from the **Company** by way of allotment of shares paid up from the **Company's** capital account;
 - 264.3. that instead of the **Company** declaring or paying dividends, a payment or distribution other than a dividend is made by the **Company**;
 - 264.4. that instead of the **Company** paying cash dividends, a cash dividend is received from a **related corporation** nominated by the **Board**;
 - 264.5. to participate in a dividend plan based on terms as the **Board** decide.
- 265.** Any **shareholder** may, under any dividend plan established under **Clause 264**, elect for a specified period or for a period to be determined by specified notice (in either case decided by the **Directors** and prescribed in the rules of the plan) that all (or, where the rules of the plan permit, some) of the shares held by that **shareholder** and designated by the **shareholder** in accordance with the rules of the plan will participate in the dividend plan. During that period those shares will be entitled to participate in the dividend plan subject to the rules of the dividend plan.
- 266.** If any dividend plan established under **Clause 264** or rules of any dividend plan conflicts with the **Constitution**, the **Constitution** will prevail.
- 267.** The **Board** is authorised to do all things which they consider to be desirable or necessary for the purpose of implementing every dividend plan established under **Clause 264**.
- 268.** The **Board** can decide to vary the rules of the dividend plan established under **Clause 264** or to suspend or terminate any dividend plan. A resolution of a **General Meeting** may also suspend, terminate or vary any dividend plan.

Employee Share Plan

- 269.** The **Board** may, subject to **Clause 30.2, CA** and **LR**:
- 269.1. implement one or more employee share plans (on the terms they determined) under which securities of the **Company** or **corporation** may be issued, transferred or otherwise provided to or for the benefit of any **officer** (including, any **director**) or employee of the **Company** or of a subsidiary company;
 - 269.2. amend, suspend or terminate any employee share plan implemented by them; and
 - 269.3. give financial assistance in connection with the acquisition of securities of the **Company** or of a **related corporation** under any employee share plan in any way allowed by **CA**.

- 270.** **Clause 269** does not limit the **Board** to establish an employee share plan or limit the scope or structure of any such plan.

Reserves

Setting up reserves

- 271.** The **Board** can set aside any profits of the **Company** and hold them in a reserve. The **Board** can decide to use these sums for any purpose for which the profits of the **Company** can lawfully be used. Pending their use, sums held in a reserve can either be used in the business of the **Company** or invested in any way the **Board** decides or for such other purposes as the **Board** shall at their absolute discretion deem conducive to the interests of the **Company** and from time to time may deal with and the **Board** may vary such investments and dispose of all or any part thereof for the benefit of the **Company** as they deem fit. The **Board** can divide the reserve into separate funds for special purposes and change the funds into which the reserve is divided. The **Board** can also carry forward any profits without holding them in a reserve. The **Board** must comply with any restrictions in **CA**.

Changing reserves into capital

- 272.** If the **Board** recommend this, **shareholders** can pass an ordinary resolution to allow the **Board** to change into capital an amount which:

272.1. is part of the **Company's** **distributable** reserves;

272.2. the **Company** is holding as distributable profits; or

272.3. is part of any share premium account or capital redemption reserve of the **Company**, if allowed by Section 618 of **CA**.

- 273.** The **Board** will use the sum which is changed into capital by setting it aside for the **Ordinary Shareholders** on the **ROM or ROD** at the stated time on the day the resolution is passed (or whatever day is stated in the resolution or fixed as stated in the resolution). If no time is stated in the resolution, the close of business applies. The sum set aside must be used to pay up in full shares of the **Company** and to allot such shares and distribute them to **shareholders** as bonus shares in proportion to their holdings of **Ordinary Shares** at the time. The shares can be **Ordinary Shares** or, if the **rights** of other **existing shares** allow this, shares of some other class.

- 274.** If a difficulty arises in operating **Clauses 272 or 273**, the **Board** can resolve it in any way which they decide. For example, they can decide that the benefit of fractions of shares belongs to the **Company** or that fractions are ignored or deal with fractions in some other way.

- 275.** The **Board** can appoint a **person** to sign a contract with the **Company** on behalf of those who are entitled to shares under the resolution for the allotment. Such a contract is binding on all concerned. If **LR** allows this, the **Board** may do any of the things which **Clauses 267 and 268** require an ordinary resolution to do. This must accord with **Clause 29.2**. **Clauses 272 and 273** are to refer to resolutions of the **Board** instead of resolutions of **shareholders** in these circumstances.

Assets treated as revenue

276. If CA or any other law allows:

- 276.1. where an asset, business or property is bought by the **Company** as from a past date, the **Board** can decide that any of the related profits and losses as from that date can be added to the **Company's** revenue account and treated for all purposes as profits or losses of the **Company**; and
- 276.2. where any securities are bought by the **Company** with any dividend or interest, the **Board** can decide that the dividend or interest can be treated as revenue rather than capital.

277. If any law for the time being of any country, state, territory or place imposes or purports to impose any immediate or future or possible liability on the **Company** to make any payment or empowers any government or taxing authority or government official to require the **Company** to make any payment in relation to any shares, **rights** to shares or options to acquire shares held either jointly or solely by or in relation to any transfer of those shares or in relation to any interest, dividends, bonuses or other moneys due or payable or accruing due or which may become due or payable to that **shareholder** on or in relation to any shares, **rights** to shares or options to acquire shares or for or on account or in respect of any **shareholder**, whether as a result of:

- 277.1. the death of that **shareholder**;
- 277.2. the non-payment of any income or other tax by that **shareholder**;
- 277.3. the non-payment of any estate, probate, succession, death, stamp or other duty by the **shareholder** or the trustee, executor or administrator of that **shareholder** or by or out of the **shareholder's** estate;
- 277.4. any assessment of income tax against the **Company** in relation to interest or dividends paid or payable to that **shareholder**;
- 277.5. or any other act or thing;

The **Company**:

- 277.6. shall be fully indemnified from all liability by that **shareholder** or that **shareholder's** trustee, executor or administrator and by any **person** who becomes registered as the holder of the shares on the distribution of the deceased **shareholder's** estate;
- 277.7. will have a lien or charge upon the shares for all moneys paid by the **Company** in relation to the shares under or in consequence of any law;
- 277.8. will have a lien upon all dividends, bonuses and other moneys payable in relation to the shares as held either jointly or solely by that **shareholder** for all moneys paid or payable by the **Company** in relation to the shares under or in consequence of any law, together with interest at a rate the **Board** may decide from time to time from the date of payment to the date of repayment, and may deduct or set off against any dividend, bonus or other moneys payable any moneys paid or payable by the **Company** together with interest;

- 277.9. may recover as a debt due from that **shareholder** or that **shareholder's** trustee, executor or administrator or any **person** who becomes registered as the holder of the shares on the distribution of the deceased **shareholder's** estate wherever constituted or located, any moneys paid by the **Company** under or as a result of any law which exceed any dividend, bonus or other money then due or payable by the **Company** to that **shareholder** together with interest at a rate the **Board** may decide from time to time from the date of payment to the date of repayment; and
- 277.10. subject to **SICDA** and **DR**, may, if any money is paid or payable by the **Company** under any law, refuse to register a transfer of any securities by the holder or the holder's trustee, executor or administrator until the money and interest is set off or deducted or, in case the money and interest exceeds the amount of any dividend, bonus or other money then due or payable by the **Company** to the holder, until the excess is paid to the **Company**.

Nothing in this **Clause** will prejudice or affect any right or remedy which any law confers or purports to confer on the **Company**, and, as between the **Company** and every **shareholder**, every **shareholder's** trustee, executor, administrator and estate, any right or remedy which that law confers or purports to confer on the **Company** will be enforceable by the **Company**.

Winding up

Distribution of assets

278. If a **Company** is wound up, whether voluntarily or in some other way, with the approval of a special resolution, the liquidators may divide among the **shareholders** any part of the assets of the **Company**. This applies whether the assets consist of property of one kind or different kinds. For the purpose, the liquidator can place whatever value the liquidator considers fair on any property and decide how the division is carried out between **shareholders** and different **shareholders**.

Liability to calls

279. If any shares to be divided in accordance with **Clause** 278 involve a liability to calls or otherwise, any **person** entitled under the division to any of the shares may by notice **in writing** given within 10 days after the passing of the special resolution, direct the liquidators to sell that **person's** proportion and pay that **person** the net proceeds and the liquidators will if practicable, act accordingly.

Approval of payment of fee to liquidators

280. No commission or fee shall be payable to the liquidators in a voluntary liquidation, unless the payment of the commission or fee has been approved by a **General Meeting** and the amount of the proposed payment has been specified in the notice calling the meeting or in a notice given at least 7 days before the meeting.

Communications with shareholders

Delivering notices and other documents to shareholders

281. The **Company** can, subject to **CA**, **LR** and the **Constitution**, send or supply all types of notices, document or information to a **shareholder** or director (as the case may be) or the holder of any other **securities** of the **Company**:

- 281.1. by delivering it by hand to the last known address of the **shareholder** or holder of such other **securities** of the **Company**;

281.2. by sending it by post in an envelope (with postage paid) to the last known address of the **shareholder** or holder of such other securities of the **Company**; or

281.3. by **electronic means** (except for share certificates) to the last known address of the **shareholder** or holder of such other securities of the **Company** or issued to the relevant contact details as appearing in the **ROM** or the **ROD** or as provided to the **Depository**, or Register of Directors (as the case may be) and/or by making such notices, documents or information (except for share certificates) available on a website.

The last known address of a **shareholder** or holder of such other securities of the **Company** will be the relevant contact details of the **shareholder** or holder of such other securities of the **Company** as provided to the **Depository**. If a notice, document or information is sent or supplied to a **shareholder** or holder of such other securities of the **Company** in relation to **Non-depository shares** or other securities which are not deposited with the **Depository**, the last known address will be the relevant contact details as recorded in the **ROM** or other register in relation to securities or such other contact details as last notified to the **Company** in relation to the holder of securities.

A **shareholder** or holder of any other securities of the **Company** may, however, request for a hard copy of a notice, document or information, if this is not sent or supplied. The **Company** must forward a hard copy of the notice, document or information to the **shareholder** or holder of other securities of the **Company** as soon as reasonably practicable after receipt of request, free of charge.

Notices, documents or other information required to be completed by **shareholders** or holders of other securities of the **Company** for a rights issue or offer for sale must be sent by the **Company** by electronic mail, in hard copy or in any other manner as **Bursa Securities** may prescribe from time to time.

In the case where notice might be given exhibiting the same at the **Registered Office**, such document shall be deemed to be duly served if the same is available for a **shareholder** at the **Registered Office** and the notice exhibited so states.

Any notice on behalf of the **Company** or of the **directors** shall be deemed effectual if it purports to bear the signature of the **Secretary** or **Secretaries** or any one of them or other duly authorised officer of the **Company** whether such signature is printed or written.

Authentication of documents sent by electronic means

282. Where any provision in the **Constitution** requires a notice or other documents to be signed or authenticated by a **shareholder**, **director** or other **person** then any notice or other document sent or supplied by **electronic means** must be authenticated in a way authorised or approved by the **Board**. The **Board** may designate mechanisms for validating any such notice or other document, and any such notice or other document not so validated in this way shall be deemed not to have been received by the **Company**.

Joint shareholders

283. Subject to **SICDA** and **DR**, anything which needs to be agreed by joint **shareholders** will be treated as being agreed by all the joint **shareholders** where it has been agreed to by any joint **shareholder**.

284. When a notice, document or information is authorised or required to be sent or supplied to joint **shareholders** it may be sent or supplied to any joint **shareholder** subject to **SICDA** and **DR**. A notice, document or information sent in this way is treated as delivered to all the joint **shareholders**.

Shareholders with foreign addresses or on branch registers

285. Subject to the **Laws and LR**, the **Company** does not have to send notices, documents or information to a **shareholder** whose address on the **ROM or ROD** is outside **Malaysia**. This **Clause** applies to joint **shareholders** with an address outside **Malaysia**.

Each **shareholder** whose registered place of address is not in Malaysia may from time to time notify in writing to the **Company** an address in Malaysia, which shall be deemed to be the address of such **shareholder** within the meaning of Clause 281. In the absence of such notification by the **shareholder**, the notice or any document may be sent to such **shareholder** by post.

286. For a **shareholder** registered on a branch register, notices, documents or information can be posted or despatched in **Malaysia** or in the country where the branch register is kept.

Notices when shareholders have died or are bankrupt or in liquidation

287. This **Clause** applies where a **person** is registered as a sole or joint **shareholder** but another **person** is automatically entitled to their shares by law. Subject to **Clause 284**, the **person** who proves that they are automatically entitled to the shares by law to the reasonable satisfaction of the **Board** can give the **Company** an address where notices, documents and information can be sent or supplied. If this is done, subject to **Clause 68**, notices, documents and information must be sent to that address. Otherwise, if a notice, document or information is sent or supplied to the **shareholder** named on the **ROM or ROD** in accordance with the **Constitution**, this will be valid even though another **person** is automatically entitled to their shares by law. This applies even if the **Company** was aware of this. If notices, documents or information are sent in accordance with this **Clause**, there is no need to send them in any other way to any other **people** involved.

When notices are delivered

288. If a notice, document or information is delivered by hand, it is treated as being delivered at the time it is handed to or left for the **shareholder**.
289. If a notice, document or information is sent or supplied by the **Company** in **hard copy form**, or in **electronic form**, but not delivered by **electronic means** and which is sent by pre-paid post and properly addressed, it is treated as being received by the intended recipient 24 hours after it was posted.

It can be proved conclusively that a notice, document or information was received by post by showing that the notice, document or information was properly addressed and posted.

290. If a notice, document or information (other than a share certificate) is sent or supplied by the **Company** by **electronic means**, it is treated as being received by the intended recipient at the time it was sent. It must be proved that a notice, document or information sent or supplied by **electronic means** was properly addressed and delivered.

291. The **Company** may send or supply a notice, document or information by means of a website if it separately and immediately notifies the **shareholders** or holders of other **securities** of the **Company** of:

291.1. the publication of such notice, document or information on the website; and

291.2. the designated website link or address where a copy of such notice, document or information may be downloaded.

If a notice, document or information is sent or supplied by the **Company** by means of a website it is treated as being received by the intended recipient when the material was first made available on the website or, if later, when the recipient received (or is treated as having received) notice of the fact that the material was available on the website. Any such notification, if by electronic mail, must comply with the requirements of **Clause 290**, that it must be proved that the electronic mail was properly addressed and delivered.

Undelivered notices

292. This **Clause** applies where, on two consecutive occasions, notices, documents or information sent or supplied by post have been returned undelivered. If the **shareholder** registers a new address with the **Company** and the **Depository** (if they hold **Depository Shares**) where notices, documents or information can be sent or supplied, the **shareholder** is entitled to have notices, documents or information sent or supplied to them at that address. Otherwise, the **shareholder** is not entitled to receive any notices, documents or information from the **Company**.

If notices are accidentally not sent

293. If a notice, proxy form, other document or information relating to a meeting or other proceeding is accidentally not sent or is not received, the meeting or other proceeding will not be invalid as a result.

294. A **shareholder** present in person (including, by a **representative**) or by proxy at a **shareholders' meeting** is treated as having received proper notice of that meeting and, where necessary, of the purpose of that meeting.

Delivering notices and other documents to the Company

295. **Shareholders** can subject to and in accordance with **CA** and the **Constitution**, send or supply a notice, document or information to the **Company**:

295.1. by delivering it by hand to the **Registered Office**;

295.2. by sending it by post in an envelope (with postage paid) to the **Registered Office**;

295.3. by electronic means to the address notified by the **Company** in its communications to **shareholders** for this purpose.

296. If a notice, document or information is delivered by hand, it is treated as being delivered at the time it is left at the **Registered Office**.

297. If a notice, document or information is sent by post, it is treated as being delivered at the time it is received at the **Registered Office**.

298. If a notice, document or information is sent by **electronic means**, it is treated as being delivered at the time it was received.

299. A notice, document or information sent or supplied to the **Company** by **electronic means** will not be treated as received by the **Company** if it is rejected by computer virus protection or electronic or internet security arrangements.

300. This **Clause** does not affect any provision of **CA**, **LR** or the **Constitution** requiring notices or documents to be delivered in a particular way.

Indemnity, Insurance and Defence expenditure

Indemnity

301. Every **director**, former **director** and **officer** of the **Company** will not be indemnified by the **Company** out of its own funds and/or assets against any liability incurred by or attaching to the **directors** or **officers** in connection with any negligence, default, breach of duty or breach of trust by the **directors** or **officers** in relation to the **Company**.

Insurance

302. As far as **CA** allows and without limiting **Clause** 301 in any way, the **Board** can arrange for the **Company** to purchase and maintain insurance against any liability for or for the benefit of any **people** who are or were at any time **directors** or **officers** of a the **Company**.

This includes insurance against any liability incurred by or attaching to those **people** through any act or omission:

302.1. in actually or seemingly carrying out their duties;

302.2. in exercising or seemingly exercising their powers; and

302.3. in any other activity connected to their duties, powers or office;

in relation to the **Company** and all costs, charges, losses, expenses and liabilities incurred by those **people** in relation to any act or omission.

General

303. Save as may be provided by **CA**, 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 relating to 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** or which in the opinion of the **directors**, would be inexpedient in the interest of the **Company**.



ADVANCE SYNERGY BERHAD

(Company No: 1225-D)

(Incorporated in Malaysia under the Companies Ordinance, 1915)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that EXTRAORDINARY GENERAL MEETING (“EGM”) of Advance Synergy Berhad will be held at the Auditorium, Level 4, The Podium, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan on Thursday, 31 October 2019 at 10.00 a.m. for the purpose of considering, and if thought fit, passing with or without any modifications, the following resolution:

SPECIAL RESOLUTION

PROPOSED ADOPTION OF A NEW CONSTITUTION IN SUBSTITUTION FOR AND TO THE ENTIRE EXCLUSION OF THE EXISTING MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE COMPANY (“PROPOSED ADOPTION”)

“**THAT** approval be and is hereby given to the Company to adopt a new constitution as set out in Appendix II of the Circular to Shareholders dated 4 October 2019 in substitution for and to the entire exclusion of the existing memorandum and articles of association of the Company with immediate effect **AND THAT** the Directors be and are hereby authorised to assent to any conditions, modifications, variations and/or amendments as may be required by any relevant authorities and to do all such acts and things as are necessary and/or expedient in order to give effect to the Proposed Adoption.”

BY ORDER OF THE BOARD

HO TSAE FENG (MAICSA 7028522)
Company Secretary

Selangor Darul Ehsan
4 October 2019

Notes:

1. In respect of deposited securities, only members whose names appear in the Record of Depositors on 12 September 2019 (General Meeting Record of Depositors) shall be entitled to attend, speak and vote at this meeting.
2. A member entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote in his stead. A proxy may but need not be a member of the Company. If the proxy is not a member of the Company, he shall be any person and there shall be no restriction as to the qualification of the proxy.

3. A member may appoint two (2) or more proxies to attend the same meeting. Where a member appoints two (2) or more proxies, the proxies shall not be valid unless the member specifies the proportion of his shareholdings to be represented by each proxy.
4. A member of the Company who is an authorised nominee as defined under the Securities Industry (Central Depositories) Act, 1991 may appoint at least one (1) proxy but not more than two (2) proxies in respect of each securities account it holds with shares of the Company standing to the credit of the said securities account.
5. Where a member of the Company is an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, which holds ordinary shares in the Company for multiple beneficial owners in one 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.
6. The instrument appointing a proxy in the case of an individual shall be signed by the appointer or his/her attorney duly authorised in writing and in the case of a corporation, the instrument appointing a proxy must be under its common seal or under the hand of an officer or attorney duly authorised.
7. 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 such power or authority) shall be deposited at the Registered Office of the Company at Level 3, East Wing, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan not less than 48 hours before the time appointed for holding the meeting or any other adjournment thereof.

PERSONAL DATA PRIVACY

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member’s personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), (ii) warrants that where the member discloses the personal data of the member’s proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member’s breach of warranty.

EXPLANATORY NOTE ON SPECIAL RESOLUTION

Proposed adoption of a new constitution in substitution for and to the entire exclusion of the existing memorandum and articles of association of the Company

The proposed Special Resolution, if passed, will streamline the Company’s existing memorandum and articles of association to be in line with the Companies Act 2016 which came into force on 31 January 2017, the Main Market Listing Requirements of Bursa Malaysia Securities Berhad and the prevailing statutory and regulatory requirements applicable to the Company for better clarity and to enhance administrative efficiency.

The proposed new Constitution of the Company is set out in Appendix II of the Circular to Shareholders dated 4 October 2019.

VOTING PROCEDURE

Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the resolution set out in the Notice of EGM will be put to vote by poll.

I/We _____ Contact No. _____
(full name in block letters)

NRIC/Company No. _____ or CDS Account No. _____
(for nominee companies only)

of _____
(full address)

being a shareholder/shareholders of ADVANCE SYNERGY BERHAD, hereby appoint _____
(full name in block letters) NRIC No. _____

of _____
(full address)

or failing him/her, _____ NRIC No. _____
(full name in block letters)

of _____
(full address)

or failing him/her, THE CHAIRMAN OF THE MEETING as my/our proxy to vote for me/us and on my/our behalf at the Extraordinary General Meeting of the Company to be held at the Auditorium, Level 4, The Podium, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan on Thursday, 31 October 2019 at 10.00 a.m. and at any adjournment thereof and thereat to vote as indicated below:-

Please indicate with (✓) how you wish to cast your vote. If neither “FOR” nor “AGAINST” is indicated, the proxy will vote or abstain from voting at his/her discretion.

NO.	RESOLUTION	FOR	AGAINST
1.	Proposed adoption of a new constitution in substitution for and to the entire exclusion of the existing memorandum and articles of association of the Company.		

Dated this _____ day of _____ 2019

Number of shares held	
-----------------------	--

 Signature

Notes:-

- In respect of deposited securities, only members whose names appear in the Record of Depositors on 12 September 2019 (General Meeting Record of Depositors) shall be entitled to attend, speak and vote at this meeting.
- A member entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote in his stead. A proxy may but need not be a member of the Company. If the proxy is not a member of the Company, he shall be any person and there shall be no restriction as to the qualification of the proxy.
- A member may appoint two (2) or more proxies to attend the same meeting. Where a member appoints two (2) or more proxies, the proxies shall not be valid unless the member specifies the proportion of his shareholdings to be represented by each proxy.
- A member of the Company who is an authorised nominee as defined under the Securities Industry (Central Depositories) Act, 1991 may appoint at least one (1) proxy but not more than two (2) proxies in respect of each securities account it holds with shares of the Company standing to the credit of the said securities account.
- Where a member of the Company is an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991, which holds ordinary shares in the Company for multiple beneficial owners in one 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.
- The instrument appointing a proxy in the case of an individual shall be signed by the appointer or his/her attorney duly authorised in writing and in the case of a corporation, the instrument appointing a proxy must be under its common seal or under the hand of an officer or attorney duly authorised.
- 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 such power or authority) shall be deposited at the Registered Office of the Company at Level 3, East Wing, Wisma Synergy, No. 72, Pesiaran Jubli Perak, Seksyen 22, 40000 Shah Alam, Selangor Darul Ehsan not less than 48 hours before the time appointed for holding the meeting or any other adjournment thereof.

Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and /or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 4 October 2019.

Fold this flap for sealing

Please fold here

**Affix
Stamp**

THE SECRETARY

ADVANCE SYNERGY BERHAD
Level 3, East Wing, Wisma Synergy
No. 72, Pesiaran Jubli Perak
Seksyen 22
40000 Shah Alam
Selangor Darul Ehsan

Please fold here
