

**THE COMPANIES ACT 2016**

**MALAYSIA**

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**PUBLIC COMPANY LIMITED BY SHARES**

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**CONSTITUTION**

**OF**

**TUNE INSURANCE MALAYSIA BERHAD**

(Company No. 30686-K)

(Incorporated in Malaysia)

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**Incorporated on the 27<sup>th</sup> day of December 1976**

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**PUBLIC COMPANY LIMITED BY SHARES**  
**CONSTITUTION**  
**OF**  
**TUNE INSURANCE MALAYSIA BERHAD**

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|----|--|---------|
| 1. | The name of the Company is TUNE INSURANCE MALAYSIA BERHAD.         | Name    |
| 2. | The Registered Office of the Company will be situated in Malaysia. | Office  |
| 3. | The objects for which the company is established are:-             | Objects |
- (1) To carry on all kinds of insurance business, and all kinds of guarantee and indemnity business, and in particular, without prejudice, to the generality of the foregoing words:-
- (a) To carry on the business of life insurance in all its branches, and in particular to grant or effect assurances of all kinds of payment of money by way of single payment, or by several payments, or by way of immediate or deferred annuities or otherwise, upon the happening of all or any of the following, events, namely, the death or disablement by Accident, Sickness, Hospitalisation or marriage, or birth, or survivorship, or failure of or issue of the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of any contingency of any event which would or might be taken to affect the interest, whether in possession, vested, contingent, expectant, prospective, or otherwise, of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons.
  - (b) To carry on the business of marine and aerial insurance in all its branches, and in particular to make or effect insurance on ships, vessels, boats, craft and aeroplanes of all kinds and on goods, merchandise, live or dead stock, luggage, effects, specie, bullion or other property, respondentia and bottomry interests, commissions, profits and freights.
  - (c) To carry on all kinds of transit insurance business.
  - (d) To carry on the business of accident insurance in all its branches.
  - (e) To carry on the business of the insurance in all its branches, and to grant insurances against injury or damage to or loss of property directly or indirectly caused by or resulting from fire, storms, lightning, explosions, accident or otherwise.

- (f) To establish different classes or clubs of insuring members upon the footing that the members of each class or club shall insure one another on the mutual principle and to manage and regulate such classes or clubs.
- (g) To transact insurances to protect employers and principals against liability on account of injury, loss or damage, either sustained or caused by workmen, servants, employees, or agents in their employment or acting on their behalf.
- (h) To transact insurances to protect and indemnify principals or employers against loss or damage by the fraud, breach of trust by misconduct of their servants, agents, or others acting on their behalf, and to guarantee and provide security for the fidelity and good conduct of persons filling or about to fill offices or appointments or situations of trust or confidence and also to protect and relieve private sureties against loss arising to them from their liability as cautioners or guarantors for others.
- (i) To transact insurances against claims upon the assured for injuries to the person or property of third parties caused by the assured or his property or by others for whom he is responsible.
- (j) To transact insurances against loss of property by burglary of theft by house-breaking or larceny.
- (k) To insure or give any guarantee in relation to any stock, shares, debentures, debenture stock, bonds, obligations or securities issued by or having any guarantee of any company or institution or of any authority supreme, municipal, local or otherwise, or of any person or person whomsoever, whether corporate or unincorporate.
- (l) To insure or give any guarantee against calls and demands for contribution in respect of any liability incident to the ownership of any shares or stock in any company or undertaking.
- (m) To insure or guarantee the holders of, or persons interested in, or proposing or intending become holders of any shares, stock, or securities, against loss arising from redemption at par, depreciation or otherwise.
- (n) To insure the guarantee the safety of securities and property of all kinds placed on deposit with the Company or elsewhere, or entrusted to the Company, or other persons or companies for transmission, or otherwise howsoever.
- (o) To insure and guarantee the due payment of performance of bills of exchange, promissory notes, debts, contracts and obligations of all kinds on the del credere system or otherwise.
- (p) To insure and grant, issue and effect policies and assurances in respect of horses, cattle, sheep, pigs and other livestock against death, whether arising in the course of nature or caused by or the

result of or arising from or out of disease or accident, and against injury or depreciation in value by accident, or by fire, flood, inundation, lightning, or tempest.

- (g) To insure and grant, issue and effect insurances upon and in respect of crops, whether growing or severed, against loss, destruction, or injury by fire, flood, or inundation, or in any other manner.
- (2) To acquire or extinguish or otherwise deal with any insurance made with the Company.
- (3) To grant, purchase or sell endowments and annuities either for lives or for years, or on survivorships, and either immediate deferred determinable, contingent or reversionary and to purchase, invest in, and sell, life, reversionary, and other estates, interests, and securities, whether in real or personal property and generally to undertake and transact all matters and business which may be in any way connected with or depend on contingencies.
- (4) To re-insure or counter-insure any of the risks undertaken by the Company.
- (5) To effect as agents for other assurances of every kind and against every and any contingency.
- (6) To create or set aside out of the capital or revenue of the Company, a special fund, or special funds, and to give to any class or its policy-holders, annuitants, or creditors, any preferential right over any fund or funds so created, and for such and any other purposes of the Company to place any portion of the Company's property in the names or under the control of trustees, and to give any class of insurers a right to participate in the profits of the Company or any branch of its business.
- (7) To apply out of the revenue or otherwise out of the funds of the Company in each year until the first valuation of the Company's risks any sum not exceeding the gross amount realised, irrespective of expenses, during the year from interest on invested capital or other sources of income or profit, in or towards the payment of a dividend not exceeding per cent per annum upon the capital called up and paid, and to spread any preliminary expenses, including such interest over any subsequent years.
- (8) To contract with leaseholders, borrowers, lenders, annuitants, and others for the establishment, accumulation, provision and payment of sinking funds, redemption funds, depreciation funds, renewal funds, endowment funds, and any other special funds, and that either in consideration of a lump sum, or of an annual premium or otherwise, and generally on such terms and conditions as may be arranged.
- (9) To purchase and deal in and lend on life, reversionary, and other interests in property of all kinds, whether absolute or contingent, or expectant and whether determinable or not, and to acquire, lend money on, redeem, cancel, or extinguish by purchase, surrender or otherwise, any policy, security, grant or contract issued, made, or taken over or entered into by the Company.

- (10) To carry on the business of a loan company in all its branches.
- (11) To act as agents for the issue of any bills, bonds, debenture stock, whether or not offered to the public for subscription, and to guarantee the subscription of any such securities or shares, and to act as trustee, executor, or administrator with or without remuneration, and to undertake of trusts of all kinds and the conduct of any business connected with trusts of any description or the estates of deceased persons, and to receive for safe custody.
- (12) To pay, satisfy or compromise any claims, made against the Company which it may seem expedient to pay, satisfy or compromise, notwithstanding that the same may not be valid in law.
- (13) To carry on and transact any kind of guarantee business and every kind of indemnity business and every kind of counter-guarantee and counter indemnity business.
- (14) To encourage the discovery of, and investigate and make known the nature and merits of inventions, expedients and appliances which may seem capable of being used for reducing or minimising all or any of the risks against which the Company is hereby authorised to insure.
- (15) To carry on business as bankers, capitalists, financiers, concessionaries and merchants and to undertake and carry on and execute all kinds of financial, commercial, trading, and other operations.
- (16) To carry on all kinds of promotion business and in particular to form, constitute, float, lend money to, assist and control any companies, associations or undertaking whatsoever.
- (17) To purchase or otherwise acquire, sell, dispose of, and deal in real and personal property in all kinds, and in particular lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges and annuities, patents, licences, shares, stocks, debentures, debenture stock, securities, concessions, options, produce, policies, book debts, and claims, and any interest in real or personal property and any claims against such property or against any persons or company and to carry on any business concern or undertaking so acquired.
- (18) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any Company's property or rights.
- (19) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purpose of the Company.
- (20) To enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint adventure reciprocal concession, or otherwise, with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which this

Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company. And to lend money to, guarantee the contracts of or otherwise assist, any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell hold, re-issue, with or without guarantee, or otherwise deal with the same.

- (21) To take, or otherwise acquire, and hold shares in any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
- (22) To enter into any arrangement with any governments or authorities supreme, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions, which the Company may think it desirable to obtain, and to carry out, exercise, and comply with and such arrangements, rights, privileges and concessions.
- (23) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or ex-employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances, make payments towards insurance, and to make donations to such persons and in such cases as may seem expedient and to subscribe for any purposes whether charitable or benevolent or for any public, general or useful object.
- (24) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of this Companies, or for any other purpose which may seem directly or indirectly calculated to this Company.
- (25) Generally to purchase, take on lease or in exchange hire, or otherwise acquire, any real or personal property, and any rights or privileges which the Company may think necessary or convenient for the purposes of its business.
- (26) To construct, maintain, and alter any buildings, or works, necessary or convenient for the purposes of the Company.
- (27) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (28) To lend money to such persons and on such terms as may seem expedient and in particular to customers and others having dealing with the Company.
- (29) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock, perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities.
- (30) To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of

any of the shares in the Company's capital, or any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.

- (31) To draw, meet, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants, debentures, and other negotiable or transferable instruments.
- (32) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (33) To procure the Company to be registered or recognised in any foreign country or place.
- (34) To sell, improve manage, develop, exchange, lease, mortgage, enfranchise, dispose of or turn to account, or otherwise deal with, all or any part of the property and rights of the Company.
- (35) 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 purpose, constructing, altering, pulling down, decorating, maintaining, fitting up, and improving buildings, and conveniences, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (36) To amalgamate with any other company having objects altogether or in part similar to those of this Company.
- (37) To distribute any of the property of the Company in specie among the members.
- (38) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees, or otherwise and by or through trustees, agents, or otherwise and either alone or in conjunction with others.
- (39) To do all such all other things as are incidental or conducive to the attainment of the objects.

And it is hereby declared that the objects specified in each of the paragraphs of this Clause shall be regarded as independent objects and accordingly shall in nowise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or reference from the terms of any paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

Members'  
liabilities

## INTERPRETATION

5. In this Constitution, the words attending in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

Definitions

### WORDS

### MEANINGS

“Act”	The Companies Act, 2016, and every other Act for the time being in force concerning companies and affecting Company.
“Articles”	The Articles of the Constitution as adopted or as altered from time to time by Special Resolution.
“Board”	Board of directors for the time being of the Company and where the context permits or requires, shall mean the Directors whose number is not less than the required quorum acting as a Board of Directors.
“Constitution”	The Constitution as adopted or as altered from time to time by Special Resolution.
“Electronic Address”	Any address or number used for the purpose of sending or receiving documents or information by electronic means.
“Electronic Form”	Any document or information sent or supplied by electronic means or by any other means while in an electronic form; such as by email, text message, fax or sending an electronic copy by post; whereby a recipient of such document or information would be able to retain a copy.
“Office”	The Registered Office for the time being of the Company.
“Seal”	The Common Seal of the Company.
“Directors”	The Directors for the time being of the Company but not any alternate or substitute Director.
“Secretary”	Any person appointed to perform the duties of the Secretaries of the Company including any person appointed temporarily.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, legible and non-transitory form and documents and information sent or supplied in electronic

Electronic  
Address



<p>form or made available on a website are "in writing" for the purposes of this Constitution.</p>	<p>Electronic Form</p>
<p>References to address in relation to any electronic communication shall include any number or address used for sending or receiving documents or information by electronic mean.</p>	<p>Electronic Means</p>
<p>References to a document or information sent or supplied in electronic form shall include a document or information sent by electronic means (for example, by email or facsimile) or by any other means while in an electronic form (for example, sending a CD-ROM or Universe Serial Bus flash drive etc by post).</p>	
<p>References to a document or information sent or supplied by electronic means shall include a document or information:-</p>	
<p>(i) sent initially and received at its destination by means of electronic equipment for processing (which expression includes digital compression) or storage of data, and</p>	<p>Plural etc</p>
<p>(ii) entirely transmitted, conveyed and received by wire, by radio, by optical means or any other electromagnetic means, and shall include provision of any information or document on a website.</p>	<p>Gender</p>
	<p>Persons</p>
	<p>Interpretation</p>
<p>Words importing the singular number only shall include the plural number and vice versa.</p>	
<p>Words importing the masculine gender only shall include the feminine-gender.</p>	<p>Heading and marginal notes</p>
<p>Words importing persons shall include firms, partnership, companies and corporations.</p>	
<p>Subjects as aforesaid word or expressions contained in this Constitution shall be interpreted in accordance with the provisions of the Interpretation Act 1948 and 1967 and of the Act as in force at the date at which this Constitution become binding on the Company.</p>	
<p>The headings and marginal notes are inserted for convenience and shall not affect the construction of this Constitution.</p>	
<p>6. (1) The Shares shall be under the control of the Directors who may allot and issue the same to such persons and on such terms and conditions with such preferred deferred or other special rights or such restrictions whether in regard to dividend voting, or return of share capital at such time or times as the Directors may think fit, PROVIDED HOWEVER that shares shall not be issued to transfer a controlling interest in the Company without the prior approval of shareholders in general meeting.</p>	<p>Power of Directors to issue shares</p>
<p>(2) Paragraph 1 of this Article shall subject to the following restrictions, that is to say no director shall participate in an issue of share to employees of the Company unless the shareholders in the general meeting have approved of the specific allotment to be made to such Director and unless he holds office in the Company in an executive capacity.</p>	<p>Restriction on issue</p>
<p>7. When two or more persons are registered as the holders of any share that they</p>	<p>Joint holders of</p>

- shall deemed to hold the same as joint tenants with benefit of survivorship subject to the provisions following :- shares
- (a) The Company shall not be bound to register more than three persons as the holders of any share but this provision shall not apply in the case of executors or trustees of a deceased shareholder.
  - (b) For the purpose of quorum joint holders of any share shall be treated as one Member.
  - (c) Only the person whose name stands first the Register as one of the joint holders of any share shall be entitled to be delivery of the certificate relating to such share or to receive notices from the Company.
  - (d) The joint holders of any share shall be liable severally as well as jointly in respect of all payments which ought to be made in respect of such share.
  - (e) Any one of the joint holders of any share may give effectual receipts for any dividend, bonus or other sum of money payable to such joint holders in respect of such share.
  - (f) On the death of any one of the joint holders of any share the survivor or survivors shall be the only person or persons recognised by the Company as having any title to such share but the Directors may require such evidence of death as they think necessary to call for.
8. None of the funds of the Company shall be employed in the purchase of or lent on shares of the Company. Restriction on funds to purchase or lent on shares
9. If at any time the share capital of the Company by reason of the issue of preference shares or otherwise is divided into different classes of shares, the repayment of such preference capital or all or any of the rights and privileges attached to each class may subject to the provisions of the Act be varied modified commuted dealt with affected or abrogated with the sanction of a Special Resolution passed at a separate General Meeting of the holders of shares of that class or with a written consent representing not less than seventy five per centum of the total voting rights of the holders of shares in that class. The provisions of this Constitution relating to general meetings shall apply so far as they are capable of application and with any necessary changes to every such separate meeting for a variation of class rights except that:- Variation of preference shares
- (i) for a meeting other than an adjourned meeting, two members of the class present, in person or by proxy, who together represent at least one-third of the voting rights of the class shall form the quorum;
  - (ii) for an adjourned meeting, one member of the class present, in person or by proxy shall form the quorum;
  - (iii) and any holder of shares of that class, present in person or by proxy, may demand a poll.

Notwithstanding the above, where that class of shares only has one member, one member personally present at the meeting shall constitute a quorum.

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| 10. | The rights conferred upon the holders of the shares of any class with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of the class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects pari passu therewith but in no respect in priority thereto.   | Ranking of Class Rights  |
| 11. | The Company may exercise the powers of the paying commissions conferred by Section 80 of the Act provided that the rate per cent, or the amount of the commission paid or agree to be paid shall be disclosed in the manner required by the said Section, and the rate of the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of share pay such brokerage as may be lawful.  | Powers of paying commission and brokerage                              |
| 12. | Where any shares are issued for the purpose of raising money to defray the expense 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 on such 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 Act and may charge the same to capital as part of the cost of the constructions of the works buildings or plants.  | Share issue for purpose of raising money for the construction of works |
| 13. | Except as required by law no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of share, or (except only as by this Constitution or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.  | No recognition of trust  |
| 14. | Every person whose name is entered as a member in the register of members shall be entitled without payment to receive not later than sixty (60) days after allotment or of lodgment of transfer (or within such other period as the conditions of such issue shall provide) one certificate in respect of each class of shares held by him for all his shares in that class or several certificates each for one or more of his shares in any one class upon payment of Ringgit Malaysia Fifty (RM50.00) (or such lesser sum as the Directors shall from time to time determine) for every certificate after the first plus any stamp duty levied by the Government concerned from time to time. The Certificate of title to shares shall be issued under the seal of the Company and signed by at least one Director and counter-signed by the Secretary or some other person appointed by the Directors; provided that the signature of the Director, Secretary or other appointed person may be reproduced by some mechanical means. Also provided that in respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery or all such holders. | Share certificates   |
| 15. | Subject to the provisions of the Act, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being   | Replacement certificates   |

produced and a letter of indemnity (if required) being given by the shareholder, transferee, person entitled, purchaser, as the Directors of the Company shall require, and (in case of defacement or wearing out) on delivery up of the old certificate, and in any case on payment of such sum not exceeding Ringgit Malaysia Fifty (RM50.00) per certificate plus any stamp duties levied by the Government concerned as the Directors may from time to time require. In the case of destruction, loss or theft, a shareholder or person entitled to whom such renewed certificate is given shall also bear the loss and pay to the Company all expenses incidental to the investigations by the Company of the evidence of such destruction or loss.

### **LIEN ON SHARES**

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| 16. | The Company shall have a first and paramount lien on every share (not being a fully paid out share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that such share lien extending only to the specific shares on which such calls or instalments are for the time being unpaid and to all dividends from time to time declared in respect of such shares. The Company shall also have a first and paramount lien on all shares (whether fully paid or not) for all moneys which the Company may be called upon by law to pay in respect of the shares of any member or deceased member whether such shares shall be held solely or jointly. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. | Paramount lien                  |
| 17. | The Company may sell in such manner as the Directors think fit any shares on which a Company has a lien, but no sales shall be made unless a sum in respect of which the lien in exists is presently payable, nor until the expiration of fourteen (14) days from a written notice, stating and demanding payment of such part of the amount in respect of which the privilege or lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of the death or bankruptcy of the registered holder.  | Notice to pay amount due        |
| 18. | To give effect to any such sale, the Directors may authorise some person or transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the share comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale and the remedy of the former holder of such shares or of any person claiming under or through him in respect of any alleged irregularity or invalidity shall be against the Company in damages only.  | Transfer of forfeited shares    |
| 19. | The proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue (If any), shall be paid to the member whose shares have been sold or his executors, administrators, or assigns or as he directs, subject to a similar lien for sums not presently payable which exists over the shares before the sale.  | Application of proceeds of sale |

### **CALLS ON SHARES**

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| 20. | (a) | The Director may, subject to the provisions of this Constitution, from time to time make such calls upon the members in respect of all moneys unpaid on their shares as they think fit, provided that fourteen (14) days' notice at least is given of each call, and each member shall be liable to pay the amount of every call so made upon him to the persons by the instalments (if any) and at the times and places appointed by the Directors. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.  | Calls when payable                                 |
|     | (b) | If by the terms of the issue of any shares or otherwise any amount is made payable at any fixed time or by instalments at any fixed times such amount or instalment shall be payable as if it were a Call duly made by the Directors and of which due notice had been given; and all provisions hereof with respect to the payment of calls and interests thereon or to the forfeiture of shares for non-payment of calls shall apply to such amount or instalments and the shares in respect of which they are payable.  | Instalments similar to call                        |
|     | (c) | At the trial or hearing of any action or other proceeding for the recovery of any money due for any call it shall be sufficient to prove that the name of the member sued is entered in the Register as the holder or one of the holders of the shares in respects of which such call was made, that the resolution making such call is duly recorded in the minute book of the Directors and that notice of such call was duly given to the member sued according to the provisions of these presents and it shall not be necessary to prove the appointment of the Directors who made such call nor any other matter whatsoever but the proof of the matters aforesaid shall be conclusive evidence of a debt due from the members sued to the Company. | Evidence in action for call                        |
| 21. |     | The joint holders of a share shall be jointly and severally liable to the payment of all calls and instalments in respect thereof.  | Payment of calls and instalments of joint holders. |
| 22. |     | If before or on the day appointed for payment thereof a call or instalment payable in respect of a share is not pay, the holder or allottee of the share shall pay interest on the amount of the call at such rate not exceeding eight percent (8%), per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.   | Interest on unpaid calls                           |
| 23. |     | Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, shall, for all purposes of this Constitution be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of this Constitution as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of this Constitution shall apply as if such sum were a call duly made and notified as hereby provided.   | Non-payment of calls                               |
| 24. |     | The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.  | Arrangement and time for payment of calls          |
| 25. |     | The Directors may if they think fit, receive from any member willing to advance the same all or any part of the moneys due upon his shares beyond the sums actually called up thereon and upon the moneys so paid in advance or so much   | Advance of calls                                   |

- thereof as exceeds the amount for the time being called upon the shares in respect of which such advance has been made the Directors may pay or allow such interest as may be agreed between them and such member in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up. Capital paid up in advance of calls shall not whilst carrying interest confer a right to participate in profits. The directors may waive payment of the interest due wholly or in part.
26. Subject to the restrictions of this Constitution any member may transfer all or any of his share by a duly executed and stamped instrument in writing in any usual or common form or in any other form which the directors may approve. The instrument shall be executed by or on behalf of the transferor and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof within thirty days from the receipt of the instrument of transfer and on approval by the directors of the Company. Transfer of shares
27. (a) The Directors may decline to register the transfer of a share to a person of whom they shall not approve, and they may also decline to register the transfer of a share on which the Company has a lien or any transfer of shares, whether fully paid up or not, made to a bankrupt infant or person of unsound mind. Directors' right to decline registration
- (b) The Directors may also to decline to register any instrument of transfer unless:-
- (i) A fee of Ringgit Malaysia Fifty (RM50) or such lesser sum as the Directors may from time to time require is paid to the Company in respect thereof plus the relevant amount of proper duty with which each certificate to be issued in consequence of the registration of such transfer is chargeable under the law for the time being in force relating to stamps;
- (ii) The instrument of transfer is accompanied by the certificate of shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and
- (iii) The instrument of transfer is in respect of only one class of share.
- (c) If the Directors refuse to register a transfer they shall within thirty (30) days after the date on which the transfer was lodge with the Company pass a resolution to that effect and the resolution shall set out in full the reasons for refusing the registration. The notice of the resolution shall be sent to the transferor and to the transferee within seven (7) days of the resolution being passed.
28. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year. Suspension of transfer
29. The Company shall be entitled to charge a fee not exceeding Ringgit Malaysia Fifty (RM50) on the registration of every probate, letter of administration, certificate of death or marriage, power of attorney, notice in lieu of distringas or Fee for registration of probate etc

other instrument.

### TRANSMISSION SHARES

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| 30. | In the case of a member death of a member the survivor or survivors where the deceased was a joint holder, and the legal personal representative of the of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which have been jointly held by him with other persons.  | Transmission   |
| 31. | Any person becoming entitled to a share in consequence of the death or bankruptcy of a member, may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered by himself as holder of the shares or to have person nominated by him registered as the transferee thereof, but the Directors shall in either case have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy as the case may be.   | Death or bankruptcy of a member                            |
| 32. | If any person so becoming entitled shall elect to be registered himself he shall deliver or send to the Company a notice in writing signed by him and stating that he is so elects. If he shall elect to have another person registered he shall testify his election by executing to that other person a transfer of the share. All the limitations, restrictions, and provisions of this Constitution relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.  | Election of person entitled to be registered himself       |
| 33. | A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a member in respect of the share be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. | Person entitles to receive and give discharge for dividend |

### FORFEITURE OF SHARES

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| 34. | If any member fail to pay the whole or any part of any call or instalment of a call on or before the day appointed for the payment thereof the Directors may at any time thereafter, during such time as the call or instalment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by the transmission requiring him to pay such call or instalment, or such part thereof as shall then be unpaid together with interest thereon not exceeding ten per cent (10%) per annum as the Directors shall determine and any expenses may have accrued by reason of such non-payment. | Notice to pay calls |
| 35. | The notice shall name a further day (not earlier than the expiration of seven days from the date of the notice) on or before which such call or instalment, or such   | Length of notice    |

- part as aforesaid, and all interest and expenses that have accrued by reason of such non-payment are to be paid. It shall also name the place where payment is to be made and shall state that in the event of non-payment at or before the time and at the place appointed, the share in respect of which such call was made will be liable to be forfeited.
36. If the requisitions of any such notice as aforesaid are not complied with, any share in respect of which such notice have been given may at any time thereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture notwithstanding that they shall have been declared. Failure to comply with notice
  37. When any share has been forfeited in accordance with this Constitution notice of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof shall forthwith be made in the register of members opposite to the share. Forfeiture notice
  38. Notwithstanding any such forfeiture as aforesaid the Directors may at any time before the forfeited share has been otherwise disposed of, annul the forfeiture upon the terms of payment of all calls and interest due upon and expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit. Annulment of forfeiture
  39. Every share which shall be forfeited shall thereupon become the property of the Company, and may be either cancelled or sold or re-allotted or otherwise disposed of, either to the person who was before forfeiture the holder thereto or entitled thereto or to any other person, upon such terms and such manner as the Directors shall think fit. Sale of forfeited shares
  40. A shareholder whose shares have been forfeited shall, notwithstanding be liable to pay the Company all calls made and paid on such shares at the time of forfeiture and interest thereon to the date of payment in the same manner in all respects as if the shares had not been forfeited and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the share at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture. Liability to Company of person whose shares are forfeited
  41. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and claims and demands against the Company in respect of the share and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company except only such of those rights and liabilities as are by this Constitution expressly saved or as are by the Statutes given or imposed in the case of past members.
  42. A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited in pursuance of this Constitution and stating the date upon which it was forfeited shall as against all persons claiming to be entitled to the share adversely to the forfeiture thereof be conclusive evidence of the facts therein stated and such declaration, together with the receipt of the Company for the consideration (if any) given for the share on the sale or disposition thereof and a certificate of proprietorship of the share under the seal delivered to the person to whom the same is sold or disposed of, shall constitute a good title to the share and such person shall be registered as the Evidence of forfeiture of the Company



holder of the share and shall be discharged from all calls made prior to such sale or disposition and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share.

### **CONVERSION OF SHARES INTO STOCK**

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| 43. | The Directors may with the sanction of the Company previously given in General Meeting, convert any paid up shares into stock, and may with the like sanction re-convert any stock into paid up shares of any denomination.  | Conversion of shares into stock and reconversion |
| 44. | The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the regulations, as, and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; but the directors may from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum.  | Holders of stock may transfer their interest     |
| 45. | The holders of stock shall according to the amount of stock held by them have the same rights, privileges, and advantages as regards dividends, voting at meetings of the Company, and other matters as if they held the shares, from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by and such aliquot part of stock as would not, if existing in shares, have conferred that privilege or advantage. | Participation in dividends and profits           |

### **INCREASE IN CAPITAL**

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| 46. | The Company in General Meeting may from time to time whether all the shares for the time being shall have been fully called up or not, increase its capital by issue of new shares, such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution authorising such increase directs.   | Power to increase capital            |
| 47. | Subject to any direction to the contrary that may be given by the Company in General Meeting any new shares from time to time to be issued, shall before they are issued, be offered to the members in proportion as nearly as may be to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declined to accept the shares offered the Directors may subject to this Constitution, dispose of the same in such manner as they think most beneficial to the Company. The Directors may in like manner dispose of any such now or original shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner herein before provided. | Pre-emptive rights to new shares     |
| 48. | Except so far as otherwise provided by the conditions of issue, any capital raised shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.  | Rights and liabilities of new shares |

49. The Company may by Ordinary Resolution:-
- Power to alter capital
- (a) Consolidate and divide all or any of its share capital the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- (b) Sub-divide shares, or any of the shares, whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived. As between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred right, or be subject to any restrictions as compared with the others as the Company has power to attach to unissued or new shares.

50. The Company may by Special Resolution reduce its share capital in any manner and with, and subject to, any incident authorised, and consent required by law.
- Power to reduce capital

### **BORROWING POWERS**

51. The Directors may from time to time at their discretion raise or borrow for the purposes of the Company such sums of money as they think proper.
- Power to borrow
52. The Directors may raise or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of Debentures or Debenture Stock of the Company, charged upon all or any part of the property of the Company (both present and future), including uncalled Capital, or by means of Mortgages, Bonds and Dispositions in Security or Bonds of Cash Credit, with or without power of sale, as the Directors shall think fit.
- Power to charge property
53. Debentures, Debenture Stock or other Securities may be made assignable free from any equities between the Company and the person to whom the same may be issued.
- Debentures may be assignable
54. Any Debentures, Debenture Stock, Bonds or other Securities may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of Shares, attending and voting at General Meetings of the Company, appointment of Directors and otherwise.
- Conditions of issue
55. The Director shall cause a proper Register to be kept, in accordance with the provisions of the Act, of all mortgages and charges especially affecting the property of the Company.
- Register of Charges
56. The sum of Ringgit Malaysia Five (RM5.00) shall be the sum payable for each inspection of the Register of Charges by any creditor or member of the Company. Any other person may inspect on payment of such fee not exceeding Ringgit Malaysia Ten (RM10.00) for each inspection.
- Inspection charges

### **GENERAL MEETINGS**

57. General Meetings shall be held once in every year at such time and place as may be determined by the Directors but so that not more than fifteen months shall be allowed to elapse between any two Annual General Meetings.
- General Meeting

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| 58. | The above-mentioned General Meetings shall be called Ordinary Meetings. All other General Meetings shall be called Extraordinary.       | Ordinary and Extraordinary General Meeting |
| 59  | The Directors may whenever they think fit and shall on requisition in accordance with the Act convene an Extraordinary General Meeting. | Convening of Extraordinary General Meeting |

### NOTICE OF GENERAL MEETINGS

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| 60. | An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution, shall be called by twenty-one days' notice in writing at the least and other Extraordinary General Meeting by fourteen-days' notice in writing at the least (exclusive in either case of the day on which it is served or deemed to be served and of the day for which it is given) given in manner hereinafter mentioned to the Auditors and to all members other than such as are not under the provisions of this Constitution entitled to receive such notices from the Company. Provided that the accidental omission to give notice to or the non-receipt of a notice by, any person entitled thereto shall not invalidate the proceedings at any General Meetings.   | Notice                                      |
| 61. | <p>(a) Every notice calling a General Meeting and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a member of the Company.</p> <p>(b) In the case of an Annual General Meeting the notice shall also specify the meeting as such.</p> <p>(c) In the case of a General Meeting at which business other than ordinary business is to be transacted the notice shall specify the general nature of such business and shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business; and if any resolution is to be proposed as a Special Resolution the notice shall contain a statement to that effect.</p> | Calling of meeting                          |
| 62. | <p>Ordinary business shall mean and include only business transacted at an Annual General Meeting of the following classes, this is to say:-</p> <p>(i) Declaring dividends</p> <p>(ii) Reading, considering and adopting the balance sheet, the reports of the Directors and Auditors and other accounts and documents required to be annexed to the balance sheet.</p> <p>(iii) Fixing the remuneration of the Directors.</p> <p>(iv) Electing Directors in the place of those retiring.</p> <p>(v) Appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed.</p>  | Ordinary Business of Annual General Meeting |

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| 63. | Any member entitled to be present and vote at a meeting may submit any resolution to any General Meeting provided that at least the prescribed time before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him containing the proposed resolution and stating his intention to submit the same. The prescribed time above mentioned shall be such that between the date on which the notice is served or deemed to be served and the day appointed for the meeting there shall be not less than seven (7) intervening days.  | Entitlement of member to attend meeting submit resolution |
| 64. | Upon receipt of any such notice as in the last preceding Article, mentioned the Secretary shall, in any case where the notice of intention is received before the notice of the meeting is issued, include in the notice of the meeting and shall in any other case issue as quickly as possible to the members, entitled to notice of the meeting notice that such resolution will be proposed.   | Notice of intention                                       |
| 65. | No business shall be transacted at any General Meeting unless a quorum is present when the meeting is proceeds to a business. For all purposes the quorum shall be two members personally present.   | Quorum of General Meeting                                 |
| 66. | If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present the meeting if convened on the requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting it shall be dissolved.  | If no quorum meeting adjourned or dissolved               |
| 67. | The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same or shall be unwilling to act as Chairman the members present shall choose some director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some member present to be Chairman of the meeting.   | Chairman of General Meeting                               |
| 68. | The Chairman may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting adjourn any meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for ten (10) days or more notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. Except as provided by the Act in the case of Statutory Meeting, no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment take place.  | Notice of adjournment to be given                         |
| 69. | At all General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll be demanded in writing by the Chairman or by at least two members, or by the holder or holders in person or by proxy of at least one-tenth part of the issued share capital of the Company, and unless a poll be so demanded, a declaration by the Chairman of the meeting that a resolution has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried buy a particular majority, shall be conclusive and an entry to that effect in the minute book of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour | How resolution decided                                    |

of or against such resolution.

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| 70. | If a poll be demanded in manner aforesaid it shall be taken at such time and place and in such manner as the Chairman shall direct, and the result of the poll shall deemed to be the resolution of the meeting at which the poll was demanded. | Poll to be taken as Chairman shall direct     |
| 71. | No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.  | No poll in certain cases                      |
| 72. | In the case of an equality of votes, either on a show off hands or at a poll, the Chairman of any meeting shall be entitled to a further or casting votes.  | Chairman to have casting vote                 |
| 73. | The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has been demanded.   | Continuance of meeting despite demand of poll |

### VOTES OF MEMBERS

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| 74. | On a show of hands every members who is present in person or by proxy shall have one vote, in case of a poll every member holding ordinary shares who is present in person or by proxy shall have one vote for every ordinary share held by him.  | Vote                              |
| 75. | If any member becomes lunatic or be found to be of unsound mind, he may vote by his committee or other legal curator, and such committee or other legal curator may give his or their votes either personally or by proxy.  | Unsound mind etc.                 |
| 76. | If two or more persons are jointly entitled to a share, then in voting upon any question the vote of the senior who tenders a vote, whether in person or by proxy shall be accepted by the exclusion of the votes of the other registered holders of the share and for this purpose seniority shall be determined by the order in which the names stand in the register of members.   | Vote of joint holder              |
| 77. | A Member shall be entitled to be present and to vote on any question either personally or by proxy, or as proxy for another Member at any General Meeting, or upon a poll and to be reckoned in a quorum in respect of any fully paid-up shares and of any shares upon which calls due and payable to the Company shall have been paid. The proxy need not be a member of the Company and if not a member need not be a qualified legal practitioner, an approved Company Auditor or a person approved by the Registrar. No shareholder shall be entitled so to vote or be recognized in a quorum in respect of any shares upon which any call or other sum so due and payable shall be unpaid. |                                   |
| 78. | The instrument appointing a proxy shall be in writing under the hands of the appointer or of his attorney duly authorised in writing or if such appointer is a corporation under its common seal, or the hand of its attorney. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand a poll on behalf of the appointer.  | Proxy instrument                  |
| 79. | The instrument appointing a proxy shall be left at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof.  | Deposit or delivery of proxy etc. |

80. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:- Form of proxy

I, \_\_\_\_\_ (or attorney of  
of \_\_\_\_\_ ) a member of  
and entitled to \_\_\_\_\_ Votes hereby appoint  
of \_\_\_\_\_ or failing him  
of \_\_\_\_\_ to vote for me and on my behalf at the Statutory (or  
Ordinary, Extra ordinary or (as the case may be) General) Meeting of the  
Company to be held on the \_\_\_\_\_ day \_\_\_\_\_ and at every adjournment thereof.

As Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

81. Every power, right privilege herein given in Articles 59 to 80 hereof there both numbers inclusive, to any number of the Company to convene, attend, vote, at and in any way take part in any meeting of the Company, may be exercised in the event of such member being abroad by any attorney or attorneys duly appointed by such member provided that the Power of Attorney is produced at a registered office of the Company during business hours at least forty-eight hours before the same is acted on. And any vote given or things done by such attorney or attorneys shall be valid notwithstanding the previous death of the member giving such Power of Attorney or the revocation of such Power of Attorney provided no intimation in writing of the death or revocation shall have been received at the registered office of the Company and before such vote is given or thing done. Right exercisable by attorney

### DIRECTORS

82. Unless and until otherwise determined by a General Meeting the Board of Directors shall consist of not less than 2 nor more than 14 all of whom shall be natural persons. Number of Directors
83. The Directors shall have power from time to time and at any time to appoint additional Directors, provided that the total number of Directors shall not exceed the prescribed maximum. Any Directors so appointed shall retire from office at the next Annual General Meeting, but shall be eligible for re-election. Power to appoint additional Directors
84. Subject as herein otherwise provided and to the terms of any subsisting agreement the office of a Director shall be vacated:- Disqualification of Directors
- (a) If he becomes bankrupt or suspends payment or compounds with his creditors;
  - (b) If he be found lunatic or become of unsound mind;
  - (c) If he ceases to be a Director under the provisions of the Act;
  - (d) If he be convicted of any seizable offence;
  - (e) If by notice in writing given to the Company he resigns his office;
  - (f) If he is removed by ordinary resolution of the Company subject to the Provisions of Article 101.

## EXECUTIVE DIRECTORS

85. The Directors may from time to time appoint any one or more of their body to be the Executive Director or Executive Directors for such period not exceeding a fixed term of five years and upon such terms as they think fit, and may vest in such Executive Director or Executive Directors such of the powers hereby vested in the Directors generally as they may think fit and such powers may be made exercisable for such period or periods, and upon such conditions, and subject to such restrictions, and generally upon such terms as to remuneration and otherwise as they may determine; and may from time to time revoke, withdraw, alter, or vary all or any of such powers and subject thereto, shall always be under the control of the Board of Directors. The remuneration of an Executive Director shall from time to time be decided by the Directors but under no circumstance shall the remuneration include a commission on or percentage of turnover. Provided always if the Company on the authority of the Board, enter or has entered into any agreement with any of the Promoters providing inter alia for an appointment of a Chief Executive for the Company and for any of the matters connected therewith or incidental thereto such Chief Executive shall be the Executive Director (or the Chief Executive Director if there be more than 1 Executive Director) of the company and shall have the general control of the business of the Company during the validity of such agreement and in accordance with the provisions contained in such agreement subject to the supervision control and direction of the Board. Appointment to executive office
86. An Executive Director shall subjects to the provisions of any contract between him and the Company be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he ceases to hold the office of Director he shall ipso facto and immediately cease to be an Executive Director, save so far as otherwise expressly provided by the agreement (if any) under which he holds that office. Special position of Executive Director
87. The ordinary remuneration of the Directors shall be such fixed sum (not being a commission on or percentage of profit or of turnover) as shall from time to time be determined by an Ordinary Resolution of the Company and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. The remuneration of the Directors shall not be increased except at a General Meeting convened by a notice specifying the intention to propose such increase. Remuneration of Executive Director
88. The company may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors, or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company.

## ALTERNATE DIRECTOR

89. (a) Any Director may at any time by writing under his hand and deposited at the office appoint any person, first approved by the Directors, to be his alternate Director and may in like manner at any time terminate such appointment. Provision for appointing and removing alternate Director

- (b) The appointment of an alternate Director shall ipso facto determine:-
- (i) On the happening of any event which if he were a Director would render him legally disqualified from acting as a Director or
  - (ii) If he has a receiving order made against him or compounds with his creditors generally or
  - (iii) If he becomes of unsound mind.

His appointment shall also determine ipso facto if his appointer ceases for any reason to be a Director.

- (c) An alternate Director shall (subject to his giving the company an address within Malaysia at which notices may be served upon him) be entitled to receive notices of meetings of the Directors and to attend and to vote as a Director at any such meeting at which the Director appointing him is not personally present and generally in the absence of his appointer from Malaysia to perform all the functions of his appointer as a Director.
- (d) An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company.

### **POWERS AND DUTIES OF DIRECTORS**

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| 90. | The business of the Company shall be managed by the Directors who may exercise all such powers of the Company as are not by the Act or by this Constitution required to be exercised by the Company in the General Meeting, subject nevertheless to any regulations of this Constitution, to the provisions of the Act, and to such regulations not being inconsistent with the aforesaid regulations or provisions as may be prescribed by the Special Resolution of the Company, but no regulations so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general power given to this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. Provided that any sale or disposal by the Directors of the Company's main undertaking shall be subject to ratification by the members in General Meeting. | General power of Director to manage Company's business |
| 91. | The Directors may establish any Local Boards or Agencies for managing any of the affairs of the Company, either in Malaysia or elsewhere, and may appoint any persons to be members of such Local Boards, or any Managers or Agents, and may fix their remuneration and may delegate to any Local Board, Manager or Agent any of the powers, authorities and discretions vested in the Directors with power to sub-delegate and may authorise the members of any Local Boards or any of them to fill any vacancy therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.   | Powers to appoint Attorneys                            |



92. The directors may from time to time and at any time by power of attorney under the Seal appoint any Company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the Attorneys or Attorney of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercised by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such Attorney as the Director may think fit, and may also authorise any such Attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.
93. The Company may exercise the power conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors. Official seal for use abroad
94. All cheques, promissory notes, drafts, bill of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine. Signatures of cheque and bills
95. The continuing Directors may act at any time notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than two it shall be lawful for them to act as Directors for the purposes of filling up vacancies in their body, or of summoning a General Meeting of the Company, but not for any other purpose Power to act despite vacancy

#### **APPOINTMENT OF DIRECTORS**

96. The Company may from time to time in General Meeting increase or reduce the number of Directors and may appoint new directors whether as additional directors or in substitution of any director.
97. Subject to the provisions of Article 85 hereof, at the Annual General Meeting which in first held after the General Meeting at which the Directors are elected for the first time and after the expiry of every year there after one-third of the Directors for the time being or if their number is not three or a multiple of three, then, the number nearest to one-third, shall retire from office. Rotation and retirement of Directors
98. The Directors to retire in every subsequent year shall be those who have been longest in office since their appointment or last election but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. Selection of Directors to retire
99. The Company at a meeting at which a Directors retires as aforesaid may fill the vacated office by appointing a person thereto, and in default the retiring Director shall be deemed to have been reappointed, unless at such meeting it is expressly resolved not to fill any such vacated office or unless a resolution for the re-appointment of any such Director shall have been put to the meeting and lost. Omission to fill vacancy
100. (i) A retiring Director shall be eligible for reappointment Notice of candidature

- (ii) No person not being a retiring Director shall be eligible for election to the Office of Director at any general meeting unless some member intending to propose him has, at least eleven clear days before the meeting, left at the Office a notice in writing duly signed by the Nominee giving his consent to the nomination and signifying his candidature for the office, or the intention of such member to propose him, provided that in the case of a person recommended by the Director for election, nine clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven days prior to the meeting at which the election is to take place.
101. No person other than a retiring Director shall unless recommended by the Directors for election be eligible for election to office of Director at any annual general meeting unless some member intending to propose him has at least eleven clear days before the meeting left at the office a notice in writing duly signed by the nominee giving his consent to the nomination and signifying his candidature for the office or the intention or such member to propose him. PROVIDED THAT, in the case of a person recommended by the Directors for election nine (9) clear days notice only shall be necessary. Notice of each and every candidature shall at least seven days previously to the meeting at which the election is to take place be served on the members. Persons eligible for election
102. Any casual vacancy occurring in the Board of Directors may be filled up by the Directors, but any person so chosen shall retire from office at the next Annual General Meeting of the Company, and shall then be eligible for re-election. Power to fill casual vacancies or appoint additional Directors
103. Subject to the provisions of Section 206 of the Act of the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may, if though fit, by Ordinary Resolution appoint another Director in his stead. Removal of Directors

#### **PROCEEDINGS OF DIRECTORS**

104. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Question arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes provided more than two Directors present in person are competent to vote on the question at issue but not otherwise the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors. It shall not be necessary to give notice of a meeting of Directors to any Director or alternate Director for the time being absent from Malaysia. Meeting of Directors
105. A Director shall be deemed to be present at a meeting of Directors if he participates by telephone and/or video conferencing or any other interactive means of audio or audio-visual communications and all Directors participating in meeting are able to hear each other and recognise each other's voice, and for this purpose, participation constitutes prima facie proof of recognition. For the purposes of recording attendance, the Chairman or Secretary shall mark on the attendance sheet that the Director was present and participating by telephone and/or video conferencing and any other interactive means of audio or audio-visual communications. Meetings by telephone, video conferencing etc.

106.	The quorum necessary for the transaction of business of the Directors may be fixed by the Directors and unless so fixed shall be three Directors.	Quorum at Directors' meeting
107.	The Directors may from time to time elect a Chairman who shall preside at Meetings of Directors and determine the period for which he is to hold office, but if no such Chairman be elected or if any Meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose some one of their number to be Chairman of such meeting.	Election of Chairman
108.	The directors may delegate any of their powers to a Committee consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.	Power to appoint committee
109.	A Committee may elect a Chairman of its meetings. If no such Chairman is elected or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same the members present may choose one of their number to be Chairman of the meetings.	Chairman of committee meetings
110.	A Committee may meet and adjourn its meetings as its members think proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in case of an equality of votes provided more than two members present in person are competent to vote on the question at issue but not otherwise, the Chairman shall have a second or casting vote.	Proceedings at committee meetings
111.	All acts bona fide done by any meeting of Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there were some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified be as valid as if every such person had been duly appointed and was qualified to be a Director.	Validity of Acts of Director
112.	The Directors shall cause proper minutes to be made of all General Meetings of the Company, and also of all appointments of officers and of the proceedings of all meetings of Directors and committee, and of the attendance thereat, and all business transacted at such meetings and any such minute of any meeting, if purporting to be signed by the Chairman of the next succeeding meeting shall be conclusive evidence, without any further proof, of the facts therein stated.	Minutes to be kept
113.	A resolution in writing signed by a majority of the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or a committee of Directors (as the case may be) duly convened and held and may consist of several documents in the like form each signed by one (1) or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director it need not be signed by the alternate Director in that capacity. A signed Directors' Circular Resolution transmitted by facsimile (fax) or any other electronic means shall be deemed to be an original.	Circular resolutions
114.	Any Director who is appointed to any executive office including the office of Chairman or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Directors, may be pay such extra remuneration by way of salary percentage	Remuneration of Directors

of profits or otherwise as the Directors may determine but not a commission on or percentage of turnover.

115. The Directors shall have the power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to or to any person in respect of any Director or ex-Director who may hold or have held any executive office or any office of profit under the Company or any subsidiary company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums. Pensions etc.
116. A Director who is in any way, whether directly or indirectly interested in a contract or propose contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act. Declaration of interest
117. (a) (1) A Director shall not vote in respect of any contract or arrangement in which he is interested whether directly or indirectly and if he should do so his vote should not be counted, nor shall he be counted, in the quorum present at the meeting but neither of these prohibitions shall apply to:- Restriction of voting
- (i) Any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
  - (ii) To any arrangement for the giving by the Company, of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by a deposit of a security; or
  - (iii) Any contract by a Director to subscribe for or underwrite shares or debentures of the Company in the event of a public issue or offer for sale of the Company's shares or debentures; or
  - (iv) Any contract or arrangement with any corporation in which he is interested only as an officer of the corporation or as the holder of shares or other securities;

And these prohibitions may at any time be suspended or released to any extent, and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

- (2) A Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remunerations and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of office or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, 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. Director may hold other office

- (3) A Director notwithstanding his interest may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the Directors resolve to enter into or make any arrangements with him or on his behalf pursuant to Article 111 of this Constitution, or whereat the terms of any such appointment or arrangements as hereinbefore mentioned are considered, and he may vote on any such matter other than in respect of the appointment of or arrangements with himself or the fixing of the terms thereof.
- Director appointed to hold other office to be counted in the quorum
- (4) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, providing that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company.
- Director may act in professional capacity
- (5) A general notice of a Director, alternate Director or Managing Director is a member or of interested in any specified firm or corporation with whom any contract is proposed to be entered into in relation to the affairs of the Company and is to be regarded as interested in all transactions with such firm or corporation shall be a sufficient disclosure under this clause as regards such Director and the said transaction and after such general notice it shall not be necessary for such Director to give any special notice relating to any particular transaction with such firm or corporation.
- General notice of interest in corporation by Company
- (b) A Director of the Company may be or become a Director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as Directors of such other corporation in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the Directors or other officers of such corporation), and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or is about to be appointed a Director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid.
- Director may hold other office under the Company

### **SECRETARY**

118. The Secretary or Secretaries of the Company shall be appointed by the Directors for such term or terms at such remuneration and upon such conditions as they may think fit, and any Secretary or Secretaries so appointed may be removed by them, but without prejudice to any claim he or they may have for damages for any breach of contract of service against the Company.
- Appointment of Secretary

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| 119. | The Director may from time to time by resolution appoint a temporary substitute for the Secretary, who shall be deemed to be the Secretary during the term of his appointment.  | Appointment of substitute   |
| 120. | <p>(a) Except provided in Article 14 with respect to certificates “the seal shall not be affixed to any instrument except by authority of a resolution of the Board of Directors, and in the presence of at least one Director and the Secretary or such other person as the Director may appoint for the purpose and such Director and the Secretary or other person as aforesaid shall sign every instrument to which the seal shall be affixed in their presence”, and in favour of any person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.</p> <p>(b) The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors. The Company may also have a “Share Seal” pursuant to Section 102 of the Act.</p> | <p>Manner in which seal is to be affixed.</p> <p>Power to have Seal for use abroad and share seal</p> |

#### **DIVIDENDS AND RESERVE FUND**

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| 121. | Subject to the provisions hereinafter contained and to the preferential or other special rights as to dividend for the time being attached to any preference shares or any other special class of shares in the capital of the Company, the profit of the Company available for dividend shall be applied in payment of dividends on the ordinary shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively; provided that where capital is paid up on any shares in advance of calls such capital shall not whilst carrying interest confer a right to participate in profits unless the Directors shall have expressly agreed in writing that such capital shall participate in profits.   | Apportionment of dividends  |
| 122. | <p>(a) The Directors may with the sanction of a General Meeting from time to time declare dividends, but no such dividend shall be payable except out of profits of the Company provided that the Directors may, if they think fit from time to time pay to the members such interim Dividends as appear to them to be justified by the profits of the Company. No higher dividends shall be paid than is recommended by the Directors and the declaration of the Directors as to the amount of the net profits shall be conclusive.</p> <p>(b) The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as a reserve fund or reserve funds which shall at the discretions of the Directors be applicable for meeting contingencies, for the gradual liquidation of any debt or liability of the Company, or for repairing or maintaining any works connected with the business of the Company or shall with the sanction of the Company in General Meeting be, as to the whole or in part, applicable for equalizing dividends or for distribution by way of bonus among the members of the Company for the time being on such terms and in such manner as the Company in General Meeting shall from time to time determine, and pending such applications the Director may employ the sums from time to time so set apart as aforesaid in the business of the Company or invest the same in such securities (other than the shares of the Company) as they may select. The Directors may also from time to time carry forward such sums as may be deemed expedient in the interest of the Company.</p> | <p>Declaration of dividends</p> <p>Power to carry profit to reserve</p> |

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| 123. | The Company may, upon the recommendation of the Directors, by Special Resolution direct payment of a dividend either in whole or in part by the distribution of specific assets and in particular of paid-up shares, debentures or debenture stock of any other company or in any one or more of such way; and the Director shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.  | Payment of dividends in specie |
| 124. | Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post to the registered address of the member of person entitled thereto, or, if two or more persons are registered as joint holders of the shares or are entitled thereto in consequence of the death of or bankruptcy of the holder, to any one such persons or to such person and such address as such person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby. | Dividends payable by cheque    |
| 125. | If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other money payable or in respect of the shares.   | Receipt of dividends           |
| 126. | Every dividend warrant may be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name at the date of the declaration of the dividend appears on the register of the members as the owner of any share, or in the case of joint holders, of any one of such joint holders shall be a good discharge to the Company for all payments made in respect for such share. No unpaid dividend or interest shall bear interest as against the Company. The Directors may retain any dividend payable to a member or any part thereof and set the same off against the amount of any call made in respect of such members' shares and unpaid and whether such call shall have been made before or after the declaration of the dividend in question.   | Dividend warrant               |

### **CAPITALISATION OF PROFITS AND RESERVES**

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| 127. | The Company may upon the recommendation of the Directors, by Ordinary Resolution resolve that it is desirable to capitalize the whole or any part of the sum standing to the credit of any of the Company's reserve accounts or any sum standing to the credit of profit and loss account or otherwise available for distribution amongst the members, provided that such sum be not required for paying the dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that the Directors be authorised and directed to appropriate the sum resolved to be capitalized to the members in the proportion in which such sum shall have been divisible amongst them had the same been applied or been applicable in paying dividend, and to apply such sum on their behalf either in or towards paying up to the amount, if any, for the time being | Power to capitalize etc |
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unpaid on any shares or debentures of the Company of a nominal amount equal to such sum, such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid or partly in one way and partly in the other.

128. Whenever such a resolution as aforesaid is passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotment and issue of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they may think fit for the cash of shares or debentures becoming distributable in fractions and also to authorise any person to enter on behalf of all members entitled thereto into an agreement with the Company providing for the allotment to them respectively credited as fully paid up of any further shares or debentures to which they may be entitled upon such capitalization or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares and any agreement made under such authority shall be effective and binding on all such members.

#### **MINUTES AND BOOKS**

129. The Director shall cause minutes to be made in books to be provided for the purpose:- Minutes
- (a) Of all appointment of officers made by the Directors.
  - (b) Of the names of the Directors present at each meeting if Directors and of any committee of Directors.
  - (c) Of all resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and of the committees of Directors.
130. The Directors shall duly comply with the provisions of the Act and in particular the provisions in regard to registration of charges created by or affecting property of the Company, in regard to keeping a register of Directors and Secretaries, a register of members, a register of mortgages and charges, a register of Directors' share and debenture holdings and in regard to the production and furnishing of copies of such registers and of any register of holders of debentures of the Company. Keeping of register etc.
131. Any register, index, minute book, book of account or other book required by this Constitution or the Act to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery. Form of register, etc

#### **ACCOUNTS**

132. The Directors shall cause true account to be kept:- Accounts to be kept
- (a) Of the assets and liabilities of the Company; and



- (b) Of all sums of money received and expended by the Company the matters in respect of which such receipts and expenditure take place.

The books of account shall be kept at the office, or at such other place as the Directors shall think fit, and always be open to the inspection of the Directors.

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| 133. | The books of account shall be kept at the office or at such other place within Malaysia as the Directors think fit and shall always be open to the inspection of the Directors. No member (other than a Director) shall have any rights of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors   | Inspection of accounts   |
| 134. | The Directors shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as may be necessary.   | Presentation of accounts   |
| 135. | A copy of every balance sheet and profit and loss account which is to be laid before the Company in General Meeting (including every document required by law to be annexed thereto) together with the copy of Auditor reports relating thereto and of the Directors' reports shall not more than six months after the close of the financial year and not less than twenty-one (21) days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the Provisions of the Act or of this Constitution. Provided that this Article shall not require a copy of these documents to be sent to any person of whose as address the Company is not aware or to more than one joint holders of any shares or debentures, but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application to the office. | Copies of accounts   |
| 136. | Auditors shall be appointed, and their duties regulated in accordance to the provisions of the Act.  | Auditors   |
| 137. | Subject to the provisions of the Act, all act done by any person acting as an Auditor shall, as regards all persons dealing in good faith of the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.   | Validity of acts of Auditors inspite of some formal defect                   |
| 138. | The Auditor or Auditors shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.   | Auditor's right to receive notice of and attend and speak at general meeting |

#### NOTICES

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| 139. | (1) Any notice or document may be served by the Company or any member either:-  | Service of notice |
|      | (a) personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, or (if he has no registered address within Malaysia or the Republic of Singapore) to the address, if any, within Malaysia or the Republic of Singapore supplied by him to the Company as his address for the |                   |

service of notice; or(b) may be sent in electronic form or by electronic means or by making it available on the Company's website.

- (2) Where a notice or other document is served by post, service shall be deemed to be effected at the time when the letter containing the same is posted, and in proving such service it should be sufficient to prove that such letter was properly addressed, stamped and posted.
- (3) Where a notice or document is given in electronic form or by electronic means, service of the notice is treated as effected properly by sending or supplying it to an address specified for the purpose by the member generally or specifically and where it is to be made available on the Company's website, then the Company shall notify the member that such notice, documents or any other information has been made available on the Company's website and shall be deemed to be served to a member once it is made available on the website.

- 140. In respect of joint holdings all notices shall be given to that one of the joint holders whose name stands first in the register of members, and notice so given shall be sufficient notice to all the joint holders. Notice to joint holders
- 141. A person entitled to a share in consequence of the death or bankruptcy of a member, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share and upon supplying also an address within Malaysia or the Republic of Singapore for the service of notices, shall be entitled to be served upon him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid, any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such member as sole or joint holder. Notice to estate or bankrupt
- 142. A member who (having no registered address within Malaysia or Republic of Singapore) has not supplied to the Company an address within Malaysia or Republic of Singapore for the service of notice shall not be entitled to receive notice from the Company. Notice to non-resident

#### **WINDING UP**

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

held by them respectively. But this Article is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

- (b) If the company shall be wound up, (whether the liquidation in voluntary, under supervision, or by the court) the Liquidator may, with the sanction of the Special Resolution of the Company and any other sanction required by the Act, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property to be divided aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The Liquidator may, with the like sanction vest any part of the assets in trustees upon such trusts for the benefit of the members as the Liquidator shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.
- (c) On the voluntary liquidation of the Company, no commission or fee shall be paid to a Liquidator unless it shall have been ratified by members. The amount of such payment shall be notified to all members at least seven days prior to the meeting at which it is to be considered.

Distribution of assets in specie

Remuneration of Liquidator

#### INDEMNITY

144. Subject to the provisions of the Act the Directors, Auditors, Managing Agents, Secretary and other officers for the time being for the Company, and any trustee for the time being acting in relation to any of the affairs of the Company and his heirs, executors and administrator respectively shall be indemnified out of the assets of the executors and administrators respectively shall be indemnified out of the assets of the Company from and against all actions, proceedings, costs, charges, losses, damages and expenses which he shall or may incur or sustain by reason of any act done or omitted in or about the execution of his duty in his respective office or trusts except such (if any) as he shall incur or sustain by or through his own willful neglect or default respectively, and such officer or trustee shall not be answerable for the acts, receipts, neglects or defaults, of any other officer or trustee or for joining in any receipt for the sake of conformity or for the solvency or honesty of any banker or other person with whom any moneys, or effects belonging to the Company may be lodged or deposited for safe custody or for any insufficiency or deficiency of any security upon which any moneys of the Company shall be invested or for any other loss or damage due to any such cause as aforesaid or which may happen in or about the execution of his office or trust, unless the same shall happen through the willful neglect or default of such officer or trustee.

Indemnity