THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

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

Bursa Malaysia Securities Berhad takes no responsibility for the contents of this Circular, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this Circular.

In line with the provisions of Practice Note No. 18 on Perusal of Draft Circulars and Other Documents, Bursa Malaysia Securities Berhad has not perused this Circular as it falls under the category of Exempt Circulars outlined in the aforesaid practice note.

SERBA DINAMIK HOLDINGS BERHAD

(Company No. 201501042584 (1167905 – P))
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS

PART A
IN RELATION TO THE
PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

PART B
IN RELATION TO THE
PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR SHARE BUY-BACK AUTHORITY

PART C
IN RELATION TO THE
PROPOSED ALTERATION OF THE CONSTITUTION BY REPLACING WITH A NEW CONSTITUTION

The resolution in respect of the above proposals will be tabled at the 5th Annual General Meeting ("AGM") of Serba Dinamik Holdings Berhad ("SDHB"). This Circular is issued together with Notice of the 5th AGM of the Company will be conducted on a fully virtual basis by way of live streaming from the broadcast venue at 4th floor, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran, Seksyen 14, 40000 Shah Alam, Selangor Darul Ehsan, Malaysia and online remote voting through the Remote Participation and Voting ("RPV") facilities via its website at www.propollsolutions.com.my ("Propoll Portal")(Domain registration number D1A403203) provided by Propoll Solutions Sdn Bhd in Malaysia on Monday, 31 January 2022 at 3.00 p.m.

The Form of Proxy should be completed and returned in accordance with the instructions therein as soon as possible and should be deposited at AldPro Corporate Services Sdn Bhd ("AldPro") at Level 5, Block B, Dataran PHB, Saujana Resort, Section U2, 40150 Shah Alam, Selangor or email to admin@aldpro.com.my not later than forty-eight (48) hours before the time appointed for holding the meeting or any adjournment thereof. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the meeting should you subsequently wish to do so.

Last date and time for lodging the Form of Proxy	: 29 January 2022 at 3.00 p.m.
Date and time of the Fifth (5th) AGM	: 31 January 2022 at 3.00 p.m.

This Circular is dated 6 January 2022

PART A

IN RELATION TO THE
PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

DEFINITIONS

Unless where the context otherwise requires, the following definitions shall apply throughout this Circular:

"Act"	:	Companies Act, 2016, as amended from time to time and any re-enactment thereof
"AGM"	:	Annual General Meeting
"The Board" or "The Directors"	:	Board of Directors of Serba Dinamik Holdings Berhad
"Bursa Securities"	:	Bursa Malaysia Securities Berhad
"Director"	:	Shall have the meaning given in Section 2(1) of the Capital Markets and Service Act 2007 and includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a Director or Chief Executive Officer of SDHB or any other company which is its subsidiary
"EPCC"	:	Engineering, Procurement, Construction and Commissioning services
"FYE(s)"	:	Financial year ended
"FPE(s)"	:	Financial period ended
"Interested Related Parties"	:	Related Parties who are deemed interested in the Recurrent RPTs
"LPD"	:	6 December 2021, being the latest practicable date prior to the printing of this Circular
"Main Market Listing Requirements"	:	Bursa Securities Main Market Listing Requirements, as may be amended or modified from time to time
"Persons Connected"	:	Such person, in relation to the Director or Major Shareholder, who falls under any one of the following categories: (a) a family member of the Director or Major Shareholder; (b) a trustee of a trust (other than a trustee for an employee share scheme or pension scheme) under which the Director, Major Shareholder or family member of the Director or Major Shareholder is the sole beneficiary; (c) a partner of the Director, Major Shareholder or a partner of a person connected with that Director or Major Shareholder; (d) a person who is accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Director or Major Shareholder; (e) a person in accordance with whose directions, instructions or wishes the Director or Major Shareholder is accustomed or is under an obligation, whether formal or informal, to act;

(f) a body corporate or its directors which/who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the Director or Major Shareholder;

(g) a body corporate or its directors whose directions, instructions or wishes the Director or Major Shareholder is accustomed or under an obligation, whether formal or informal, to act;

(h) a body corporate in which the Director, Major Shareholder and/or persons connected with him are entitled to exercise, or control the exercise of, not less than 15% of the votes attached to voting shares in the body corporate; or (i) a body corporate which is a related corporation

"Proposal" or "Proposed RRPT Mandate"	:	Proposed shareholders' mandate for Recurrent RPTs of SDHB Group
"Recurrent RPTs"	:	RPTs involving recurrent transactions of a revenue or trading nature which are necessary for the day-to day operations and are in the ordinary course of business of SDHB Group
"RPTs"	:	Transactions with Related Parties
"Related Parties"	:	Director(s), Major Shareholder(s) and Person(s) Connected
"RM" and "cent"	:	Ringgit Malaysia and cent respectively
"SDHB" or "the Company"	:	Serba Dinamik Holdings Berhad
"SDHB Group"	:	SDHB and its subsidiary companies

Words importing the singular shall, where applicable, include the plural and vice versa and words importing the masculine gender shall, where applicable, include the feminine and neuter genders and vice versa. Reference to persons shall include corporations.

Any reference in this Circular to any enactment is a reference to that enactment as for the time being amended or re-enacted.

Any reference to a time of day in this Circular shall be reference to Malaysian time, unless otherwise stated.

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SERBA DINAMIK HOLDINGS BERHAD

(Company No. 201501042584 (1167905 – P))

(Incorporated in Malaysia)

Registered Office:
Level 15,
Menara Serba Dinamik,
Presint 3.4, Persiaran
Perbandaran, Seksyen 14,
40000 Shah Alam,
Selangor Darul Ehsan

6 January 2022

Board of Directors:

Datuk Seri Haji Mohamed Farid Bin Abu Hassan, *Independent Non-Executive/Interim Chairman (Appointed on 7 July 2021)*
Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah, *Group Managing Director/Chief Executive Officer and Non-Independent Executive Director*
Dato' Awang Daud Awang Putera, *Non-Independent Non-Executive Director*
Datuk Abdul Kadier Sahib, *Non-Independent Non-Executive Director*
Datuk Syed Nazim Syed Faisal, *Non-Independent Executive* Director *(Appointed on 6 July 2020)*
Siti Zaleha Binti Sulaiman, *Independent Non-Executive (Appointed on 7 July 2021)*
Abu Bakar Uzir, *Independent Non-Executive Director (Appointed on 25 November 2021)*
Noor Azri Dato' Sri Noor Azerai, *Independent Non-Executive Director (Appointed on 25 November 2021)*
Dato' Mohamed Ilyas Bin Pakeer Mohamed *(Appointed on 11 June 2021; resigned on 22 November 2021)*
Johan Bin Mohamed Ishak *(Appointed on 11 June 2021; resigned on 22 November 2021)*
Dato' Mohamed Nor Bin Abu Bakar *(Resigned on 19 June 2021)*
Sharifah Irina Binti Syed Ahmad Radzi *(Resigned on 23 June 2021)*
Rozilawai Binti Haji Basir *(Resigned on 23 June 2021)*
Dato' Seri Tengku Hasmuddin Tengku Othman *(Resigned on 24 June 2021)*
Hasman Yusri Bin Yusoff *(Resigned on 24 June 2021)*
Masleena Binti Uzir *(Appointed on 11 June 2021; resigned on 25 June 2021)*

To: **The Shareholders of Serba Dinamik Holdings Berhad**

Dear Sir/Madam

PROPOSED RRPT MANDATE

1. INTRODUCTION

On 30 December 2021, the Board announced the Company's intention to seek the shareholders' approval for the Proposed RRPT Mandate at the 5th AGM of SDHB, which will be held on 31 January 2022.

The purpose of this Circular is to provide you the details of the Proposed RRPT Mandate and to seek your approval for the ordinary resolution in respect thereof to be tabled at the AGM, notice of which is set out in the 2021 Integrated Report.

2. DETAILS OF THE PROPOSED RRPT MANDATE

2.1 Main Market Listing Requirements

Pursuant to Paragraph 10.09 of the Main Market Listing Requirements, a listed issuer may seek a shareholders' mandate in respect of related party transactions involving recurrent transactions of a revenue or trading nature which are necessary for its day-to-day operations subject to the following: -

(a) the transactions are in the ordinary course of business and are on terms not more favourable to the related party than those generally available to the public;

(b) the shareholders' mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate during the financial year where;

(i) the consideration, value of the assets, capital outlay or costs of the aggregated transaction is RM1.0 million or more; or

(ii) any one of the percentage ratios of such aggregated transactions is 1% or more,

whichever is the higher;

(c) the listed issuer to issue circular to shareholders in relation to the shareholders' mandate;

(d) in a meeting to obtain the shareholders' mandate, the interested director, interested major shareholder or interested person connected with a director or major shareholder; and where it involves the interest of an interested person connected with a director or major shareholder, such director or major shareholder, must not vote on the resolution approving the transactions. An interested director or interested major shareholder must ensure that persons connected with him abstain from voting on the resolution approving the transactions; and

(e) an immediate announcement is made to Bursa Securities when the actual value of a recurrent related party transaction entered into by the listed issuer, exceeds the estimated value of the recurrent related party transaction

disclosed in the circular by 10% or more and the announcement must include the information as may be prescribed by Bursa Securities.

Where a listed issuer has procured shareholders' mandate pursuant to the above, the provisions of Paragraph 10.08 of the Main Market Listing Requirements shall not apply during the validity period of the shareholders' mandate.

2.2 Details of the Proposed RRPT Mandate

It is anticipated that in the normal course of the Group's business, Recurrent RPTs between SDHB Group and the Related Parties are likely to occur at any time and with some degree of frequency.

In this respect, the Directors are seeking approval from shareholders for the Proposed RRPT Mandate which will allow the Group to enter into Recurrent RPTs referred to in Section 2.2.2 with the Related Parties, provided such transactions are made at arms' length, SDHB Group's normal commercial terms and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders of SDHB.

The Proposed RRPT Mandate is subject to annual renewal. In this respect, authority conferred by the Proposed RRPT Mandate shall take effect on 31 January 2022 being the date of the 5th AGM and shall continue in force (unless revoked or varied by the Company in general meeting) until the conclusion of the next AGM of the Company or the expiry of the period within which the next AGM of the Company is required to be held pursuant to Section 143(1) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Act) or revoked or varied by resolution passed by the shareholders in general meeting, whichever is the earlier.

2.2.1 Principal Activities of SDHB Group

The principal activity of the Company is that of investment holding. The principal activities of the subsidiary and associate companies of SDHB are as follows: -

Name of companies	Effective Equity Interest (%)	Principal Activities
Direct subsidiary:		
Serba Dinamik Group Berhad	100.00	Investment holding and provision of management services
Subsidiaries and associates companies held through Serba Dinamik Group Berhad:		
Serba Dinamik International Ltd.	100.00	Operation and maintenance of plants and facilities, engineering, procurement, construction and commissioning and related products and services
Serba Dinamik Sdn. Bhd.	100.00	Operation and maintenance of plants and facilities, engineering, procurement, construction and commissioning, technical training and related products and services

Name of companies	Effective Equity Interest (%)	Principal Activities
Serba Dinamik IT Solutions Sdn. Bhd.	100.00	Information and communications technology software and solutions
SD Controls Sdn. Bhd.	80.00	Testing and calibration of process control and instrumentation
SD Advance Engineering Sdn. Bhd.	51.00	Maintenance of micro turbines and related products and services
Serba Dinamik (Brunei) Sdn. Bhd.	75.00	Dormant
AR Global Engineering Sdn. Bhd.	100.00	Process control, instrumentation and related products and services
Serba Dinamik RMC FZE	100.00	Maintenance, repair and overhaul, fabrication and logistic services
KB Engineering Coatings Sdn. Bhd.	100.00	Services and repairing of machinery and sale of spare part
Serba Dinamik Fm Sdn. Bhd. (formerly known as Serba Dinamik Power Sdn. Bhd.)	100.00	Dormant
Serba Dinamik Development Sdn. Bhd.	100.00	Property developer
Bintulu Oil & Gas City Sdn. Bhd	100.00	Dormant
Get Development Sdn. Bhd.	65.00	Dormant
Serba Dinamik Education Sdn. Bhd. (formerly known as Prestriang Education Sdn. Bhd.)	100.00	Personalised information and communication technology (ICT) education
SDMAX Sdn. Bhd.	90.00	Marine fabrication, shipbuilding and maintenance, repair and operation
Serba Dinamik Cybersecurity Sdn. Bhd.	100.00	Dormant
Al-Murisi Development Sdn Bhd	30.00	Property and housing developer
Bion PLC (formerly known as Green & Smart Holdings PLC)	8.00	Investment holding company
Subsidiaries and associates companies held through Serba Dinamik International Ltd.:		
PT Serba Dinamik Indonesia	75.00	Operation and maintenance of plants and facilities, engineering, procurement, construction and commissioning and related products and services
Serba Dinamik International Limited	100.00	Inspection, repair and maintenance of static equipment and structures and related products and services
PT Kubic Gasco	51.00	Processing and supply of compressed natural gas

Name of companies	Effective Equity Interest (%)	Principal Activities
Subsidiaries and associates companies held through Serba Dinamik International Ltd.: (continued)		
SD International Sukuk Ltd.	100.00	Engaged in Shariah-compliant financing, investment and fund-raising exercise
EMCO Holdings SA	100.00	Acquire, sell, hold, manage and oversee participant in other companies
Psicon AVV Holdings	100.00	Dormant
SD International Sukuk II Ltd.	100.00	Engaged in Shariah-compliant financing, investment and fund-raising exercise
Wellahead Holdings Limited	80.00	Investment holding
SD International Sukuk III Ltd.	100.00	Dormant
AQUA Venture PTE LTD.	100.00	Dormant
HAZARASP CHLORALKALI LCC	100.00	Dormant
ESD Infratech PTE LTD.	50.00	Dormant
Professional Builders Sole Proprietorship LLC	49.00	Dormant
Ghena International Group Holding Limited	40.00	Dormant
Serba Dinamik International Qatar	49.00	Dormant
La Rapida SA	20.00	Specialized in the manufacturing of turbine blades, gas & steam turbine components, geothermal and compressor components
Sreem Serba Turbines PVT. LTD.	40.00	Design and manufacturing of custom designed steam turbines
Sufini Holding Ltd.	25.00	Special purpose vehicle for the construction of chlor-alkali plant
Al-Sagar Engineering Group LLC and Al Sagar National Establishment	49.00	Oil & gas sector and water & utilities sector
Bion PLC (formerly known as Green & Smart Malaysia Holdings PLC)	12.00	Investment holding company
Psicon BV	25.00	Process improvement, rotating equipment, performance upgrading, advisory and trading
OHP Ventures Incorporated	49.00	Investment holding company
OMT S.r.l	30.00	Supply of turbine blades
Geppert GmBH	22.50	Turbine and equipment construction, electrotechnical solution, service and revitalisation and real estate
EFIRE Capital Holdings Limited	49.00	Special purpose vehicle

Name of companies	Effective Equity Interest (%)	Principal Activities
Subsidiary company held through Wellahead Holdings Limited:		
Wellahead Engineering Limited	80.00	Precision engineering
Subsidiaries and associates companies held through Serba Dinamik Sdn. Bhd.:		
Serba Dinamik Construction Sdn. Bhd.	100.00	Construction of buildings
Supreme Vista Industries Sdn. Bhd.	100.00	Investment holding company
Sg Rek Sdn. Bhd.	100.00	Dormant
Quantum Offshore Limited	100.0	Design, engineering and installation of auxiliary power generators and firefighting systems and equipment
Adat Sanjung Sdn. Bhd.	30.00	Investment holding company
Konsortium Amanie JV Sdn. Bhd.	40.00	Design and build of water treatment plant, intakes, service tank, installation of raw water and clean water pipes, retrofitting and other works
E&E Gas Sdn. Bhd.	42.26	Project and engineering services within oil and gas provider
Ecoglass Abrasive Sdn. Bhd.	30.00	Dormant
Subsidiary company held through Quantum Offshore Limited.:		
Quantum Pump System Limited	100.00	Dormant
Subsidiaries and associate companies held through Serba Dinamik IT Solutions Sdn. Bhd.:		
Serba Dinamik Digital Sdn. Bhd. (formerly known as Telegistics Asia Sdn. Bhd.)	100.00	Internet and mobile applications solutions
SDIT International Limited	100.00	Training, providing information and communications technology software and solution
eNoah iSolution India Private Limited	30.00	Technology (IT) solutions, business process, management, services and support services
DVP Sdn. Bhd.	100.00	Dormant
Dinamik Digital Sdn. Bhd.	100.00	Dormant
Subsidiary company held through Serba Dinamik Digital Sdn. Bhd.:		
Materials Technology Education Sdn. Bhd.	70.00	Provide training and educational business
Timbang Majujaya Sdn. Bhd.	100.00	Dormant
Subsidiary company held through SDIT International Limited:		
SDITAI Inc.	100.00	Research and development
Serba Dinamik IT Solutions Pty. Ltd.	100.00	Dormant
Associate company held through SD Advance Engineering Sdn. Bhd.:		
SD Enertech Sdn. Bhd.	25.00	Dormant

2.2.2 Classes of Related Parties

The Related Parties having interest in the Recurrent RPTs to be entered by SDHB Group for which the Proposed RRPT Mandate is sought are as follows: -

Transacting Company within SDHB Group	Transacting Related Parties	Interested Related Party	Nature of Transactions	Estimated aggregate value as disclosed in the circular to Shareholders dated 29 May 2020 (RM'000)	Actual Value transacted from 29 May 2020 up to LPD (RM'000)	Estimated aggregate value of the transaction from AGM Date to the next AGM (RM'000)
Proposed Renewal of Recurrent Transactions						
Serba Dinamik Sdn. Bhd.	One River Power Sdn. Bhd. *(1)*	**Directors** Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah Dato' Awang Daud Bin Awang Putera	Sales of goods and services which include engineering, procurement, testing, delivering, installation, construction and commissioning which covers the Civil Structure Works, Electro-Mechanical Plant Equipment and Power Transmission System by Serba Dinamik to One River Power (revenue generated from EPCC Contract)	50,000*	54,909	50,000*

Transacting Company within SDHB Group	Transacting Related Parties	Interested Related Party	Nature of Transactions	Estimated aggregate value as disclosed in the circular to shareholders dated 29 May 2020 (RM'000)	Actual Value transacted from 29 May 2020 up to LPD (RM'000)	Estimated aggregate value of the transaction from AGM Date to the next AGM (RM'000)
Serba Dinamik Sdn. Bhd.	Konsortium Amanie JV Sdn. Bhd. ("KAJV") *(2)*	**Director** Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah	Sales of goods and services which include the design and build of membrane water treatment plant, intakes service tank, installation of raw water and clean water pipes, retrofitting and other works by Serba Dinamik to KAJV (revenue generated from EPCC Contract)	200,000*	53,679	200,000*
Serba Dinamik International Limited	Msufini (T) Limited ("MTL") *(3)*	**Directors** Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah	Sales of goods and services which include the design and build of 45 Metric Tonne per Day (MTPD) Chlorine Skid Mounted Chlor-Alkali Plant by Serba Dinamik to SHL (revenue generated from EPCC Contract)	200,000*	42,144	200,000*

Transacting Company within SDHB Group	Transacting Related Parties	Interested Related Party	Nature of Transactions	Estimated aggregate value as disclosed in the circular to shareholders dated 29 May 2020 (RM'000)	Actual Value transacted from 29 May 2020 up to LPD (RM'000)	Estimated aggregate value of the transaction from AGM Date to the next AGM (RM'000)
Serba Dinamik International Limited	Nam Taep 1,2,3 Hydropower Co. Ltd ("NT") *(4)*	**Director** Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah Sharifah Irina Binti Syed Ahmad Radzi (resigned on 23 June 2021)	Sales of goods and services which include engineering, procurement construction and commission of 2 mini hydro of 30MW capacity in the district of Huophan, Lao People's Democratic Republic (revenue generated from EPCC Contract)	150,000*	9,670	150,000*
SDHB Group	Sarawak Consolidated Industries Berhad ("SCIB") *(5)*	**Director** Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah	Provision of construction and project management services (revenue generated from EPCC Contract)	1,370,000*	-	1,370,000*

Transacting Company within SDHB Group	Transacting Related Parties	Interested Related Party	Nature of Transactions	Estimated aggregate value as disclosed in the circular to shareholders dated 29 May 2020 (RM'000)	Actual Value transacted from 29 May 2020 up to LPD (RM'000)	Estimated aggregate value of the transaction from AGM Date to the next AGM (RM'000)
Serba Dinamik Sdn. Bhd.	Greenearth Landmark Sdn. Bhd. ("GLSB") *(6)*	**Director** Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah	Provision of planning, designing, constructing, interior design works, landscaping, equipping, installing, testing and commissioning and completion of the Sewerage Treatment Plant ("STP"), government building and New Upper Kerayong STP facility (revenue generated from EPCC Contract)	200,000*	-	200,000*
SDHB Group	Bion Sdn. Bhd. ("Bion") (formerly known as Green & Smart Sdn. Bhd. *(7)*	**Director** Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah	Provision of construction of green renewable power plant by Serba Dinamik to Bion (revenue generated from EPCC contract)	100,000*	14,819	100,000*

* The values are merely indicative estimates for the period from the forthcoming AGM to be held on 31 January 2022 to the next AGM. Due to the nature of the transactions, the actual values of the transactions may vary significantly from the estimated values disclosed.

(1) One River Power Sdn. Bhd. is a wholly-owned subsidiary of Pristine Falcon Sdn. Bhd., which in turn is the wholly-owned subsidiary of Adat Sanjung Sdn. Bhd., which is our associate company.
Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah and Dato' Awang Daud Bin Awang Putera who is SDHB directors and major shareholders is a director of One River Power Sdn. Bhd.

(2) KAJV is an associate company of SDHB, Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah who is a SDHB director and major shareholders is also a director of KAJV.

(3) MTL who is a wholly-owned subsidiary of Sufini Holding Ltd, which is our associate company. Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah who is a SDHB director and major shareholders is also a director of MTL.

(4) NT is a 70% owned by OHP Ventures (Inc.) Labuan ("OHP"), which is our associate company, Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah who is a SDHB director and major shareholders is also a director of OHP.

In addition, Sharifah Irina Binti Syed Ahmad Radzi who was the Independent Non-Executive Director of SDHB (resigned on 23 June 2021), is related to one of the directors of OHP Ventures (Inc.) Labuan.

(5) Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah, who is the common director and major shareholder of SCIB.

(6) Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah who is a SDHB director and major shareholders will be appointed as director of GLSB.

(7) Bion is a 100% owned by Bion Holdings PLC ("BHPLC"), which is our associate company, Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah who is a SDHB director and major shareholder is also a director of BHPLC.

2.2.3 Amount due and owing by related parties

As at the financial period ended 30 June 2021 the amount due and owing to SDHB Group by its related party under the recurrent transaction which exceeded the credit terms are as follows:

RELATED PARTY	TRADE RECEIVABLES FROM RELATED PARTY DUE FOR	
	1 YEAR OR LESS (RM'000)	MORE THAN 1 TO 3 YEARS (RM'000)
One Power River Sdn. Bhd.	10,729	223
Konsortium Amanie JV Sdn. Bhd.	2,566	152
Msufini (T) Limited	-	-
Nam Taep 1,2,3 Hydropower Co. Ltd.	17,393	-
Bion Sdn. Bhd.	11,575	345

There were no interest and late payment charges imposed by SDHB Group on the overdue trade receivables as it was trade in nature. The Management is constantly following up with the debtors on the outstanding amount.

The Board of Directors is of the opinion that there will be no recoverability issue as the related parties has been proven to be credit-worthy debtors.

2.2.4 Review and Disclosure Procedures

SDHB Group has established procedures to ensure that the Recurrent RPTs are conducted at arm's length and on normal commercial terms consistent with the Group's usual business practices and policies, are undertaken on transaction prices and terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders. The terms and conditions of the transactions will be determined by the products provider's usual commercial terms or in accordance with applicable industry norm.

Records will be maintained by the Company to record all the Recurrent RPTs entered into to ensure that relevant approvals have been obtained and review procedures in respect of such transactions are adhered to. The management of SDHB Group has been kept informed of procedures applicable to the Recurrent RPTs, who will ensure that the transaction with the Related Parties will only be entered into after taking into account the pricing, quality and terms and conditions consistent with normal trade practices.

The Audit and Risk Committee periodically reviews the procedures set by SDHB to monitor related party transactions to ensure these transactions are carried out on normal commercial terms not more favourable to the related party than those generally available to the public and are not detrimental to the minority shareholders of the Company. In its review, the Audit and Risk Committee may, as it deems fit, request for additional information pertaining to the transactions from independent sources or professionals.

Wherever practicable and/or feasible, at least 2 other contemporaneous transactions with unrelated third parties for similar products and/or services and/or quantities will be used as comparison for determining whether the price and terms offered to/by the Related Parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same

or substantially similar type of products/services and/or quantities. In the event that quotation or comparative pricing from unrelated third parties cannot be obtained (for instance, if there are no unrelated third-party customers/vendors of similar products or services, or if the products or services is a propriety item), the transaction price will be determined based on the Group's usual business practices and policies to ensure the Recurrent RPTs is not detrimental to SDHB Group.

There are no specific thresholds for approval of Recurrent RPT. All Recurrent RPTs are reviewed and authorised by Chief Financial Officer and ultimately approved by Audit and Risk Committee, provided always that such personnel have no interest in the transaction and the said transaction has been approved pursuant to a shareholders' mandate obtained at an AGM for Recurrent RPTs.

If a member of the Board and/or Audit and Risk Committee has an interest (direct or indirect), as the case may be, the Director concerned shall abstain from deliberation and any decision making in respect of the Recurrent RPTs.

2.2.5 Statement by Audit and Risk Committee

The Audit and Risk Committee is satisfied that the review procedures for Recurrent RPTs as set out in Section 2.2.4 above are sufficient to ensure that such Recurrent RPTs will be carried out on normal commercial terms which are not prejudicial to the interest of shareholders, and that the terms of the Recurrent RPTs are not more favourable to the Related Parties than those generally available to the public and are not detrimental to the minority shareholders of SDHB.

The Audit and Risk Committee is of the view that the Group has in place adequate procedures and processes to monitor, track and identify Recurrent RPTs in a timely and orderly manner, and such procedures and processes are reviewed on a yearly basis or whenever the need arises.

2.2.6 Disclosure

The Company will make the required disclosure in the Annual Report for the subsequent financial year during which the Proposed RRPT Mandate is in force, providing amongst others, the following information: -

(i) the type of Recurrent RPTs made;
(ii) the names of the Related Parties involved in each type of Recurrent RPTs, and their relationship with the Company; and
(iii) the value of the transactions.

3. RATIONALE AND BENEFITS FOR THE PROPOSED RRPT MANDATE

The Recurrent RPTs entered or to be entered into by the Group are in the ordinary course of business. They are recurring transactions of a revenue or a trading nature which are likely to occur with some degree of frequency. These Recurrent RPTs may be time sensitive by nature, making it impractical to seek shareholders' approval on a case-to-case basis before entering into such RPTs. As such the Board is seeking the RRPT Mandate under Paragraph 10.09 of the Main Market Listing Requirements for these Recurrent RPTs so as to facilitate the efficiency with which these transactions are carried out.

By obtaining the Proposed RRPT Mandate and renewal of the same on an annual basis, the necessity to announce and/or convene separate general meetings to seek shareholders' approval as and when such Recurrent RPTs occur would not arise. This would substantially reduce the time, administrative requirements, inconvenience and expense associated with the convening of general meetings on an ad hoc basis, without compromising the corporate objectives of the Group or adversely affecting the business opportunities available therein.

The RRPT are intended to meet the business needs of the Group at the best possible terms. By transacting with the Related Parties, the Group would have access to all available markets and enhance the ability to explore beneficial business opportunities which will benefit The Group. In most dealings with the Related Parties, the Group and the Related Parties have a good understanding of each other's business needs and expectations thus providing a platform where all parties can benefit from conducting the RRPT.

4. EFFECTS OF THE PROPOSED RRPT MANDATE

The Proposed RRPT Mandate is not expected to have any effect on the earnings and net assets of SDHB Group.

5. VALIDITY PERIOD FOR THE PROPOSED RRPT MANDATE

If approved at the 5th AGM, the Proposed RRPT Mandate of the Company will take effect from the date of the passing of the Ordinary Resolution relating thereto at the 5th AGM and will continue in force until:

(i) the conclusion of the next AGM of the Company following the 5th AGM, at which such Proposed RRPT Mandate was passed, at which time the said authority will lapse, unless by a resolution passed at the meeting, authority is renewed; or

(ii) the expiration of the period within which the next AGM of SDHB is required to be held pursuant to Section 340 of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340 of the Act); or

(iii) revoked or varied by a resolution passed by the shareholders in a general meeting;

whichever is the earlier.

The Directors will seek your approval for the Proposed RRPT Mandate at the 5th AGM of the Company and at each subsequent AGM, subject to satisfactory review by the Audit and Risk Committee of its continued application to the related parties' transactions.

6. APPROVAL REQUIRED

The Proposed RRPT Mandate is subject to the approval of the shareholders of SDHB at the 5th AGM to be convened.

7. INTERESTS OF DIRECTORS AND MAJOR SHAREHOLDERS

The direct and indirect interest of the Directors and Major Shareholders who are interested in the Proposed RRPT Mandate as at LPD are as follows:

	Shares			
	Direct Interest		Indirect Interest	
	No. of Shares	%	No. of Shares	%
Interested Directors				
Dato' Dr. Ir. Ts. Mohd Abdul Karim Bin Abdullah	787,376,370	21.23 (1)	-	-
Datuk Abdul Kadier Sahib	605,831,290	16.33 (1)	-	-
Dato' Awang Daud Bin Awang Putera	9,904,000	0.27 (1)	-	-
Interested Major Shareholders				
Dato' Dr. Ir. Ts. Mohd Abdul Karim Bin Abdullah	787,376,370	21.23 (1)	-	-
Datuk Abdul Kadier Sahib	605,831,290	16.33 (1)	-	-

	Warrants			
	Direct Interest		Indirect Interest	
	No. of Shares	%	No. of Shares	%
Interested Directors				
Datuk Abdul Kadier Sahib	169,028,940	19.18 (1)	-	-
Dato' Awang Daud Bin Awang Putera	20	0.00 (1)	-	-
Interested Major Shareholders				
Datuk Abdul Kadier Sahib	169,028,940	19.18 (1)	-	-
Dato' Awang Daud Bin Awang Putera	20	0.00 (1)	-	-

Note:
(1) Deemed interest by virtue of their substantial shareholdings in SDHB.

By virtue of their directorships and shareholdings in SDHB and the Related Parties as disclosed in Section 2.2.2 above, the interested Directors, namely Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah and Dato' Awang Daud Bin Awang Putera have abstained and will continue to abstain from the Board's deliberations. They will also abstain from voting in respect of their direct and/or indirect shareholdings in SDHB, on the resolution approving the Proposal at the forthcoming AGM.

In addition, the interested Major Shareholders of the Company, namely Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah and Dato' Awang Daud Bin Awang Putera will abstain from voting in respect of their direct and/or indirect shareholdings on the resolution approving the Proposal at the forthcoming AGM.

The aforementioned interested Directors and interested Major Shareholders of the Company have also undertaken to ensure that the persons connected to them (if any) will abstain from deliberating and/or voting in respect of their direct and/or indirect shareholdings on the resolution approving the Proposal at the forthcoming AGM.

Save as disclosed above, none of the other directors and Major Shareholders of SDHB and/or Persons Connected with them, has any interest, direct or indirect in the Proposed RRPT Mandate.

8. DIRECTORS' RECOMMENDATION

The Board of Directors (with the exception of Dato' Dr. Ir. Ts. Mohd Abdul Karim Bin Abdullah and Dato' Awang Daud Bin Awang Putera) having considered all aspects of the Proposed RRPT Mandate is of the opinion that the Proposed RRPT Mandate is in the best interest of the Company. Accordingly, the Board (with the exception of Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah and Dato' Awang Daud Bin Awang Putera) recommend that you vote in favour of the ordinary resolution pertaining to the Proposed RRPT Mandate to be tabled at the 5th AGM.

9. AGM

The ordinary resolution to approve the Proposed RRPT Mandate is set out as Special Business in the Notice of the 5th AGM contained in SDHB's 2021 Integrated Report which is sent to you together with this Circular. An extract of the said ordinary resolution is set out in Appendix A of this Circular.

The 5th AGM will be conducted on a fully virtual basis by way of live streaming from the broadcast venue at 4th Floor, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran Seksyen 14, 40000 Shah Alam, Selangor Darul Ehsan and online remote voting through the Remote Participation and Voting ("RPV") facilities via its website at www.propollsolutions.com.my ("Propoll Portal")(Domain registration number D1A403203) provided by Propoll Solutions Sdn Bhd in Malaysia on Monday, 31 January 2021 at 3.00 p.m.

If you are unable to attend in person at the 5th AGM, please complete the Form of Proxy in accordance with the instructions contained therein and forward it to AldPro Corporate Services Sdn Bhd ("AldPro") at Level 5, Block B, Dataran PHB, Saujana Resort, Section U2, 40150 Shah Alam, Selangor or email to admin@aldpro.com.my not later than forty-eight (48) hours before the time fixed for holding the meeting or any adjournment thereof.

The lodging of the Form of Proxy will not preclude you from attending and voting in person at the 5th AGM should you subsequently wish to do so.

10. FURTHER INFORMATION

Shareholders of SDHB are advised to refer to Appendix B for further information.

Yours faithfully
For and on behalf of the Directors
SERBA DINAMIK HOLDINGS BERHAD

DATUK SERI HAJI MOHAMED FARID BIN ABU HASSAN
Independent Non-Executive/Interim Chairman

APPENDIX A – EXTRACT OF RESOLUTION

RESOLUTION 6
PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE

"THAT, approval be and is hereby given for the Company and/or its subsidiaries to enter into and give effect to the recurrent related party transactions of a revenue or trading nature with the related parties as set out in Section 2.2.2 under Part A of the Circular to Shareholders dated 6 January 2022 ("the Circular"), provided that such transactions are necessary for the Company and/or its subsidiaries' day-to-day operations and which are carried out in the ordinary course of business at arm's length basis and on normal commercial terms and transaction price which are not more favourable to the related parties than those generally available to the public and are not detriment of the minority shareholders of the Company.

THAT the authority conferred by such mandate shall commence upon the passing of this resolution and continue to be in force until:

(i) the conclusion of the next Annual General Meeting ("AGM") of the Company, at which time it will lapse, unless by a resolution passed at the next AGM, the authority is renewed;

(ii) the expiration of the period within which the next AGM is required to be held pursuant to Section 340(2) of the Companies Act 2016 ("Act") (but must not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or

(iii) revoked or varied by resolution passed by the shareholders in a general meeting;

whichever is the earlier.

AND THAT the Directors of the Company be hereby authorised to complete and do all such acts and things as they may consider expedient or necessary to give effect to this Ordinary Resolution."

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APPENDIX B – FURTHER INFORMATION

I. DIRECTORS' RESPONSIBILITY STATEMENT

This Circular has been seen and approved by the Directors of SDHB who collectively and individually accept full responsibility for the accuracy of the information given and confirm that after having made all reasonable enquiries and to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement misleading in this Circular.

II. MATERIAL CONTRACTS

As at 6 December 2021 (being the latest practicable date prior to the printing of this Circular), there are no material contracts (not being contracts entered into in the ordinary course of business), which have been entered into by SDHB Group during the two (2) years immediately preceding the date of this Circular.

III. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at 6 December 2021 (being the latest practicable date prior to the printing of this Circular) save as disclosed below, neither SDHB nor its subsidiary companies are involved in any material litigation, claims and/or arbitration either as plaintiff or defendant and the Board does not have any knowledge of any proceedings pending or threatened against SDHB or its subsidiaries, or of any facts likely to give rise to any proceedings, which would have a material adverse effect on the business or financial position of SDHB and its subsidiaries.

- On 22 June 2021, the Company had filed a Writ of Summon ("WOS") together with the Statement of Claim ("SOC") at the High Court of Malaya at Shah Alam against KPMG PLT.

- On 3 November 2021, the Company had filed an Originating Summons ("OS") at the High Court of Malaya at Kuala Lumpur against Bursa Malaysia Securities Berhad ("Bursa").

- On 5 November 2021, the Company had filed an OS at the High Court of Malaya at Kuala Lumpur against Ernst & Young Consulting Sdn Bhd ("EY Consulting").

- On 25 November 2021, the Company received an Originating Summons ("OS") from the High Court of Malaya at Kuala Lumpur against Bursa Malaysia Securities Berhad ("Bursa").

IV. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents are available for inspection at the Registered Office of SDHB situated at Level 15, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran, Seksyen 14, 40000 Shah Alam, Selangor Darul Ehsan during normal office hours from Mondays to Fridays (except public holidays) from the date of this Circular up to the date of the 5th AGM: -

(i) The Constitution of SDHB;
(ii) The audited consolidated financial statements of SDHB for the past two (2) FYEs 31 December 2019 and FPEs 30 June 2021.

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PART B

IN RELATION TO THE
PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR SHARE BUY-BACK AUTHORITY

DEFINITIONS

For the purposes of this Statement, except where the context otherwise requires, the following definitions shall apply:

"Act"	:	The Companies Act 2016, as amended from time to time, and includes every statutory modification or any re-enactment thereof for the time being in force
"AGM"	:	Annual General Meeting
"Board"	:	Board of Directors of SDHB
"Bursa Securities"	:	Bursa Malaysia Securities Berhad
"Director"	:	Shall have the same meaning given in Section 2(1) of the Capital Markets and Services Act 2007 and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a Director or Chief Executive Officer of SDHB or any other company which is its subsidiary
"EPS"	:	Earnings per SDHB Share
"FYE(s)"	:	Financial year ended
"FPE(s)"	:	Financial period ended
"Listing Requirements"	:	Main Market Listing Requirements of Bursa Securities, including any amendments made in respect thereof from time to time
"LPD"	:	6 December 2021, being the latest practicable date prior to the printing of this Statement
"Major Shareholder(s)"	:	Means a person who has an interest or interests in one or more voting Shares in the Company and the nominal amount of that Share, or the aggregate of the nominal amounts of those Shares, is: (i) 10% or more of the aggregate of the nominal amounts of all the voting Shares in the Company; or (ii) 5% or more of the aggregate of the nominal amounts of all the voting Shares in the Company where such person is the largest shareholder of the Company, and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, such major shareholder of the Company or any other company which is its subsidiary.

		For the purpose of this definition, "interest in shares" has the meaning given in Section 8 of the Act.
"Market Day"	:	A day which Bursa Securities is open for the trading of securities
"NA"	:	Net assets attributable to ordinary equity holders of SDHB
"Proposed Share Buy-Back Authority"	:	Proposed authority for the purchase by SDHB of up to ten percent (10%) of the issued share capital of the Company
"Purchased SDHB Shares"	:	SDHB Shares purchased by SDHB pursuant to Section 127 of the Act
"RM" and "cent"	:	Ringgit Malaysia and cent, respectively
"Rules"	:	Rules on Take-overs, Mergers and Compulsory Acquisitions issued by the SC, including any amendments thereto that may be made from time to time
"SC"	:	Securities Commission Malaysia
"SDHB" or the "Company"	:	Serba Dinamik Holdings Berhad
"SDHB Group"	:	SDHB and its subsidiaries
"SDHB Share(s)" or the "Share(s)"	:	Ordinary shares in SDHB
"Statement"	:	Share Buy-Back Statement in relation to the Proposed Share Buy-Back Authority
"Substantial Shareholder(s)"	:	A person who has interest or interests in one or more voting Shares in the Company and the nominal amount of that Share, or aggregate of the nominal amount of those Shares, is not less than 5% of the aggregate of the nominal amount of all the voting Shares in the Company
"2021 Integrated Report"	:	Integrated Report of SDHB issued for the FPE 30 June 2021

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

Any reference in this Statement to any enactment is a reference to that enactment as for the time being amended or re-enacted.

Any reference to a time of a day in this Statement shall be a reference to Malaysian time, unless otherwise specified.

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SERBA DINAMIK HOLDINGS BERHAD

(Company No. 201501042584 (1167905 – P))
(Incorporated in Malaysia)

Registered Office:

Level 15
Menara Serba Dinamik,
Presint 3.4, Persiaran Perbandaran,
Seksyen 14,
40000 Shah Alam,
Selangor Darul Ehsan

6 January 2022

Board of Directors

Datuk Seri Haji Mohamed Farid Bin Abu Hassan, *Independent Non-Executive/Interim Chairman (Appointed on 7 July 2021)*
Dato' Dr. Ir. Ts. Mohd Abdul Karim Abdullah, *Group Managing Director/Chief Executive Officer and Non-Independent Executive Director*
Dato' Awang Daud Awang Putera, *Non-Independent Non-Executive Director*
Datuk Abdul Kadier Sahib, *Non-Independent Non-Executive Director*
Datuk Syed Nazim Syed Faisal, *Non-Independent Executive* Director *(Appointed on 6 July 2020)*
Siti Zaleha Binti Sulaiman, *Independent Non-Executive (Appointed on 7 July 2021)*
Abu Bakar Uzir, *Independent Non-Executive Director (Appointed on 25 November 2021)*
Noor Azri Dato' Sri Noor Azerai, *Independent Non-Executive Director (Appointed on 25 November 2021)*
Dato' Mohamed Ilyas Bin Pakeer Mohamed *(Appointed on 11 June 2021; resigned on 22 November 2021)*
Johan Bin Mohamed Ishak *(Appointed on 11 June 2021; resigned on 22 November 2021)*
Dato' Mohamed Nor Bin Abu Bakar *(Resigned on 19 June 2021)*
Sharifah Irina Binti Syed Ahmad Radzi *(Resigned on 23 June 2021)*
Rozilawai Binti Haji Basir *(Resigned on 23 June 2021)*
Dato' Seri Tengku Hasmuddin Tengku Othman *(Resigned on 24 June 2021)*
Hasman Yusri Bin Yusoff *(Resigned on 24 June 2021)*
Masleena Binti Uzir *(Appointed on 11 June 2021; resigned on 25 June 2021)*

To: The Shareholders of Serba Dinamik Holdings Berhad

Dear Sir/Madam,

PROPOSED SHARE BUY-BACK AUTHORITY

1. INTRODUCTION

On 30 December 2021, the Board had announced that SDHB proposed to seek the approval of its shareholders a mandate for the Company to purchase up to ten percent (10%) of the issued share capital of SDHB. The Proposed Share Buy-Back Authority is subject to compliance with Section 127 of the Act and any prevailing laws, orders, requirements, guidelines, rules and regulations issued by any relevant authorities at the time of purchase.

The purpose of this Statement is to provide you with the relevant information of the Proposed Share Buy-Back Authority and to seek your approval for the ordinary resolution in respect thereof to be tabled at the forthcoming AGM. The Notice of the AGM together with the Form of Proxy is enclosed in the 2021 Integrated Report.

SHAREHOLDERS OF SDHB ARE ADVISED TO READ AND CONSIDER THE CONTENTS OF THIS STATEMENT CAREFULLY BEFORE VOTING ON THE ORDINARY RESOLUTION PERTAINING TO THE PROPOSED SHARE BUY-BACK AUTHORITY AT THE FORTHCOMING AGM.

2. DETAILS OF THE PROPOSED SHARE BUY-BACK AUTHORITY

2.1 Proposed Share Buy-Back Authority

The Board is proposing to seek the shareholders' approval a mandate for SDHB to purchase its own Shares for an aggregate amount of up to ten percent (10%) of the issued share capital of SDHB at any point in time.

For illustrative purposes, as at the LPD, the issued share capital of SDHB stood at 3,709,624,078 Shares. Assuming no further SDHB Shares are issued, the minimum number of Shares that can be purchased pursuant to the Proposed Share Buy-Back Authority is 370,962,408 SDHB Shares and the maximum number of Shares that can be purchased pursuant to the Proposed Share Buy-Back Authority is 459,072,400 SDHB Shares.

The Proposed Share Buy-Back Authority, once approved by the shareholders, shall take effect from the passing of the ordinary resolution pertaining thereto at the forthcoming AGM and shall continue to be in force until:

(i) the conclusion of the next AGM of the Company following the general meeting at which such resolution is passed, at which time the authority will lapse unless renewed by ordinary resolution, either unconditionally or subject to conditions; or

(ii) the expiration of the period within which the next AGM of the Company is required by law to be held; or

(iii) the authority is revoked or varied by ordinary resolution passed by the shareholders of the Company in general meeting,

whichever occurs first.

The Proposed Share Buy-Back Authority does not impose an obligation on the Company to purchase its own Shares. Rather, it will allow the Board to exercise the power of the Company to purchase its own Shares at any time within the abovementioned time period.

2.2 Maximum amount of funds to be allocated and the source of funds

The Listing Requirements stipulate that the proposed purchase(s) by a listed issuer of its own shares must be made wholly out of retained profits of the listed corporation. Therefore, the maximum amount of funds to be allocated for the Proposed Share Buy-Back Authority shall not exceed the amount stated in the retained profits of the Company.

Based on the latest audited financial statements of the Company as at 30 June 2021, the retained profits of SDHB were RM5,350,023.

The Proposed Share Buy-Back Authority will be funded by internally generated funds and/or external borrowings. The amount of internally generated funds and/or external borrowings to be utilised will only be determined later depending on, amongst others, the availability of internally generated funds, actual number of SDHB Shares to be purchased and other relevant factors. In the event that the Proposed Share Buy-Back Authority is to be partly financed by external borrowings, the Board will ensure that the Company has sufficient funds to repay the external borrowings and that the repayment will not have a material effect on the cash flow of the SDHB Group.

The actual number of SDHB Shares to be purchased and/or held, and the timing of such purchases will depend on, amongst others, the market conditions and sentiments of the stock markets as well as the retained profits and financial resources available to the Company.

2.3 Treatment of the Purchased SDHB Shares

The Purchased SDHB Shares will be dealt by the Board in accordance with Section 127 of the Act, in the following manner:

(i) cancel the SDHB Shares so purchased; or

(ii) retain the SDHB Shares so purchased as treasury shares which may be distributed as share dividends to the shareholders of SDHB and/or be resold on Bursa Securities in accordance with the relevant rules of Bursa Securities and/or be cancelled subsequently; or

(iii) combination of items (i) and (ii) above.

The decision whether to retain the Purchased SDHB Shares as treasury shares, or to cancel the Purchased SDHB Shares or a combination of both, will be made by the Board at the appropriate time. An immediate announcement will be made to Bursa Securities on any purchase of SDHB Shares as well as any resale or cancellation of the Purchased SDHB Shares.

If such Purchased SDHB Shares are held as treasury shares, the rights attached to them in relation to voting, dividends and participation in rights, allotments and/or other distributions are suspended and the Purchased SDHB Shares shall not be taken into account in calculating the number or percentage of shares or a class of shares in the Company for any purpose including determination of Substantial Shareholders, takeovers, notices, the requisitioning of meetings, the quorum for meetings and the result of a vote on a resolution at meetings of the shareholders.

2.4 Purchase/Resale price

Pursuant to the Listing Requirements, SDHB may only purchase SDHB Shares at a price which is not more than fifteen percent (15%) above the weighted average market price of SDHB Shares for the five (5) Market Days immediately preceding the date of the purchase(s). SDHB may only resell the Purchased SDHB Shares held as treasury shares at a price which is:

(i) not less than the weighted average market price of SDHB Shares for the five (5) Market Days immediately prior to the resale; or

(ii) at a discount of not more than five percent (5%) to the weighted average market price of SDHB Shares for the five (5) Market Days immediately prior to the resale provided that: -

1) the resale takes place no earlier than thirty (30) days from the date of the purchase; and

2) the resale price is not less than the cost of purchase of the Shares being resold.

The proposed purchase of SDHB's own Shares and/or resale of the Purchased SDHB Shares shall only be affected on the market of Bursa Securities via its automated trading system and shall exclude any direct business transactions as defined in accordance with the rules of Bursa Securities. SDHB shall ensure that all dealing(s) in its own Shares/Purchased SDHB Shares are made through stock broker(s) appointed by SDHB.

2.5 Potential advantages and disadvantages of the Proposed Share Buy-Back Authority

The potential advantages of the Proposed Share Buy-Back Authority are as follows:

(i) the Proposed Share Buy-Back Authority would enable the Company to utilise its financial resources more efficiently especially where there is no immediate use and it may strengthen the consolidated EPS of SDHB;

(ii) the Proposed Share Buy-Back Authority will also provide the Company with opportunities for potential gains if the Purchased SDHB Shares which are retained as treasury shares are resold at prices higher than their cost of purchase;

(iii) in any event, the treasury shares may also be distributed as share dividends to the shareholders as a reward; and

(iv) the Proposed Share Buy-Back Authority may also stabilise the supply and demand of SDHB Shares traded on Bursa Securities and reduce the volatility of the share prices. The stability of SDHB Shares price is important to maintain investors' confidence and may also assist in facilitating future fund raising via the equity market.

The potential disadvantages of the Proposed Share Buy-Back Authority are as follows:

(i) the Proposed Share Buy-Back Authority if implemented is expected to temporarily reduce the immediate financial resources of the SDHB Group;

(ii) the Proposed Share Buy-Back Authority may also result in the SDHB Group foregoing better investment opportunities which may emerge in the future and/or any income that may be derived from other alternative uses of such funds such as deposit in interest bearing instruments; and

(iii) the Proposed Share Buy-Back Authority may also reduce the amount of resources available for distribution to the shareholders of the Company in the form of dividends as funds are utilised to purchase its own Shares.

Nevertheless, the Proposed Share Buy-Back Authority is not expected to have any potential material disadvantages to the Company and its shareholders, as it will be implemented only after careful consideration of the financial resources of the SDHB Group and its resultant impact. The Board is mindful of the interest of the Company and the shareholders and will be prudent with respect to the above exercise.

2.6 Public shareholding spread of SDHB

The Proposed Share Buy-Back Authority is subject to the compliance with Section 127 of the Act and any prevailing laws, rules, regulations, orders, guidelines and requirements issued by the relevant authorities ("**Prevailing Law**") at the time of the purchase.

As at the LPD, the public shareholding spread of the Company was approximately 62.15%. Assuming the Proposed Share Buy-Back Authority is carried out in full, and the number of SDHB Shares held by the Substantial Shareholders, Directors and persons connected to the Substantial Shareholders and/or Directors remain unchanged and all the SDHB Shares so purchased are cancelled, the public shareholding spread of the Company would reduce to approximately 57.94%.

The Board will endeavor to ensure that the Proposed Share Buy-Back Authority will be in accordance with the Prevailing Law at the time of the purchase including compliance with the twenty-five percent (25%) public shareholding spread as required by the Listing Requirements.

2.7 Implication relating to the Rules

Pursuant to the Rules, a person and any parties acting in concert with him/her/them will be required to make a mandatory offer for the remaining SDHB Shares not already owned by him/her/them if his/her/their stake in the Company is increased to beyond 33.0% or if his/her/their shareholdings is between 33.0% and 50.0% and increases by another 2.0% in any six (6) months period.

However, an exemption from mandatory offer obligation may be granted by the SC under the Rules subject to the parties acting in concert complying with the conditions stipulated in the Rules.

The Company intends to implement the Proposed Share Buy-Back Authority in the manner that will not result in any of the shareholders having to undertake a mandatory offer pursuant to the Rules. In this respect, the Board will be mindful of the requirements of the Rules when implementing the Proposed Share Buy-Back Authority.

Based on the shareholdings of the Substantial Shareholders as at the LPD and assuming the Proposed Share Buy-Back Authority is carried out in full, none of the Substantial Shareholder together with any person acting in concert with them will trigger a mandatory general offer under the Rules.

2.8 Purchase, resale and cancellation of Shares made in previous twelve (12) months

There were no purchase and cancellation of shares made by SDHB in the previous twelve (12) months up to the LPD.

However on 4 December 2020, the Company has resold its share totalling 4,500,000 shares at a range of average price of RM1.84 to RM1.90 per share. The total consideration received was RM8,384,798.

3) RATIONALE FOR THE PROPOSED SHARE BUY-BACK AUTHORITY

The implementation of the Proposed Share Buy-Back Authority is envisaged to benefit the Company and its shareholders as follows:

(i) the Company is able to utilise its surplus financial resources more efficiently. If implemented, this may help to stabilise the supply and demand of the SDHB Shares traded on Bursa Securities and thereby support its fundamental value;

(ii) the consolidated EPS of SDHB and the return on equity of the Company is expected to improve as a result of a reduced share capital base;

(iii) the Purchased SDHB Shares retained as treasury shares provide the Board with an option to resell the treasury shares at a higher price and generate capital gains for the Company;

(iv) the Purchased SDHB Shares retained as treasury shares can be distributed as share dividends to the shareholders as a reward; and

(v) the financial resources of the Company will increase if the Purchased SDHB Shares held as treasury shares are resold at prices higher than the purchase price.

4) EFFECTS OF THE PROPOSED SHARE BUY-BACK AUTHORITY

The effects of the Proposed Share Buy-Back Authority on the issued share capital, NA and NA per Share, working capital, earnings and EPS, dividends and shareholdings of the Directors and Substantial Shareholders of the Company are set out below: -

4.1 Issued share capital

The effects of the Proposed Share Buy-Back Authority on the issued share capital of the Company will depend on whether the Purchased SDHB Shares are cancelled or retained as treasury shares. The Proposed Share Buy-Back Authority will result in a reduction of the issued share capital of the Company if the Purchased SDHB Shares are cancelled.

Based on the issued share capital of the Company as at the LPD, the proforma effects of the Proposed Share Buy-Back Authority, assuming that the Purchased SDHB Shares will be cancelled, are as follows: -

	As at LPD Date	
	Minimum Scenario	**Maximum Scenario**
	No. of Shares	**No. of Shares**
Existing share capital as at LPD*	3,709,624,078	3,709,624,078
Add: - Assuming full exercise of Warrants	-	881,099,921
Total Number of Shares	3,709,624,078	4,590,723,999
Less: - Maximum number of SDHB Shares which may be purchased and cancelled pursuant to the Proposed Share Buy-Back Authority (assuming all Purchased SDHB Shares are fully cancelled)	370,962,408	459,072,400
Resultant number of SDHB Shares	**3,338,661,670**	**4,131,651,599**

However, the Proposed Share Buy-Back Authority will have no effects on the issued share capital of the Company if all the Purchased SDHB Shares are to be retained as treasury shares, resold or distributed to the shareholders.

*Excluding of 17,562,800 of Treasury Shares as at LPD.

4.2 NA and NA per Share

When the Company purchases its own Shares, regardless of whether they are retained as treasury shares or subsequently cancelled, the consolidated NA per Share will decrease if the cost per Share purchased exceeds the consolidated NA per Share at the relevant point in time. However, if the cost per Share purchased is below the consolidated NA per Share at the relevant point in time, the consolidated NA per Share will increase.

In the case where the Purchased SDHB Shares are treated as treasury shares and subsequently resold on Bursa Securities, the consolidated NA per Share upon the resale will increase if the Company realises a gain from the resale and vice-versa. If the treasury shares are distributed as share dividends, the consolidated NA per Share will decrease by the cost of the treasury shares at the point of purchase.

4.3 Working capital

The Proposed Share Buy-Back Authority, as and when implemented, will reduce the working capital and cash flow of the SDHB Group, the quantum of which depends on, amongst others, the number of SDHB Shares purchased and the purchase price(s) of the SDHB Shares.

For the SDHB Shares so purchased which are kept as treasury shares, upon their resale, the working capital and cash flow of the SDHB Group will increase upon the receipt of the proceeds of the resale. The quantum of the increase in the working capital and cash flow will depend on the actual selling price(s) of the treasury shares and the number of treasury shares resold.

4.4 Earnings and EPS

The effects of the Proposed Share Buy-Back Authority on the consolidated earnings of SDHB are dependent on the number SDHB Shares purchased, the effective funding cost to finance such purchases and/or loss in interest income to the SDHB Group if internally generated funds are utilised. Further, the purchase of the SDHB Shares will result in a lower number of Shares being taken into account for purposes of consolidated EPS computation.

4.5 Dividends

Assuming the Proposed Share Buy-Back Authority is implemented in full, the Proposed Share Buy-Back Authority will have an effect of increasing the dividend rate per Share of the Company as a result of the reduction in the issued share capital of the Company.

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4.6 Directors' and Substantial Shareholders' shareholdings

The proforma effects of the Proposed Share Buy-Back Authority on the shareholdings of the Directors and the Substantial Shareholders based on the Register of Directors' Shareholdings and the Register of Substantial Shareholders' Shareholdings as at the LPD assuming the Proposed Share Buy-Back Authority is undertaken in full by SDHB are as follows: -

a. Directors of SDHB

	As at the LPD				(1) After the Proposed Share Buy-Back Authority			
	Direct		Indirect		Direct		Indirect	
Directors	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Dato' Dr. Ir. Ts. Mohd Abdul Karim bin Abdullah	787,376,370	21.23	-	-	787,376,370	19.06	-	-
Dato' Awang Daud bin Awang Putera	9,904,000	0.27	-	-	9,904,000	0.24	-	-
Datuk Abdul Kadier Sahib	605,831,290	16.33	-	-	605,831,290	14.66	-	-
Datuk Seri Haji Mohamed Farid Bin Abu Hassan	-	-	-	-	-	-	-	-
Siti Zaleha Binti Sulaiman	-	-	-	-	-	-	-	-
Datuk Syed Nazim Syed Faisal	-	-	-	-	-	-	-	-
Abu Bakar Uzir	1,000,000	0.03	-	-	1,000,000	0.02	-	-
Noor Azri Dato' Sri Noor Azerai	-	-	-	-	-	-	-	-

Note:

(1) Assuming the maximum of 459,072,400 Shares are bought-back by the Company and cancelled pursuant to the Proposed Share Buy-Back Authority.

b. Substantial Shareholders of SDHB

	As at the LPD				(1) After the Proposed Share Buy-Back Authority			
	Direct		Indirect		Direct		Indirect	
Substantial Shareholders	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Dato' Dr. Ir. Ts. Mohd Abdul Karim bin Abdullah	787,376,370	21.23	-	-	787,376,370	19.06	-	-
Datuk Abdul Kadier Sahib	605,831,290	16.33	-	-	605,831,290	14.66	-	-

Notes:

(1) Assuming the maximum of 459,072,400 Shares are bought-back by the Company and cancelled pursuant to the Proposed Share Buy-Back Authority.

5) INTERESTS OF DIRECTORS AND MAJOR SHAREHOLDERS

Save for the proportionate increase in percentage of shareholdings and/or voting rights of shareholders of the Company as a result of the Proposed Share Buy-Back Authority, none of the Directors and Major Shareholders of the Company and/or persons connected with them have any interest, direct and/or indirect, in the proposed purchase of Shares or resale of treasury shares, if any, in the future.

6) APPROVAL REQUIRED

The Proposed Share Buy-Back Authority is conditional upon the approval of the shareholders of the Company being obtained at the forthcoming AGM to be convened.

7) HISTORICAL SHARE PRICES

The monthly highest and lowest prices of SDHB Shares traded on Bursa Securities for the past twenty (20) months from April 2020 to November 2021 are as follows:

	Highest RM	Lowest RM
2020		
April	1.95	1.44
May	1.92	1.54
June	1.86	1.55
July	1.79	1.61
August	1.84	1.60
September	1.82	1.63
October	1.67	1.49
November	1.78	1.49
December	2.09	1.61
2021		
January	1.80	1.53
February	1.78	1.56
March	1.93	1.68
April	1.72	1.61
May	1.66	1.13
June	0.98	0.31
July	0.55	0.33
August	0.45	0.38
September	0.43	0.31
October	0.43	0.30
November	0.35	0.35

The last transacted price of SDHB Shares on 6 December 2021, being the LPD, was RM0.35.

(Source: www.investing.com)

8) DIRECTORS' RECOMMENDATION

The Board after having considered all aspects of the Proposed Share Buy-Back Authority is of the opinion that the Proposed Share Buy-Back Authority is fair, reasonable and in the best interests of the Company. Accordingly, the Board recommends that the shareholders of SDHB vote in favour of the ordinary resolution pertaining to the Proposed Share Buy-Back Authority to be tabled at the forthcoming AGM.

9) AGM

The ordinary resolution to vote on the Proposed Share Buy-Back Authority is set out in the Notice of AGM contained in the 2021 Integrated Report. The 5th AGM of the Company will be conducted on a fully virtual basis by way of live streaming from the broadcast venue at 4th Floor, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran Seksyen 14, 40000 Shah Alam, Selangor Darul Ehsan and online remote voting through the Remote Participation and Voting ("RPV") facilities via its website at www.propollsolutions.com.my ("Propoll Portal")(Domain registration number D1A403203) provided by Propoll Solutions Sdn Bhd in Malaysia on Monday, 31 January 2022 at 3.00 p.m., for the purpose of considering and, if thought fit, passing the ordinary resolution pertaining to the Proposed Share Buy-Back Authority.

If you are unable to attend and vote in person at the AGM, you are requested to complete, sign and return the Form of Proxy enclosed in the 2021 Integrated Report in accordance with the instructions printed therein as soon as possible so as to arrive at AldPro Corporate Services Sdn Bhd ("AldPro") at Level 5, Block B, Dataran PHB, Saujana Resort, Section U2, 40150 Shah Alam, Selangor or email to admin@aldpro.com.my not later than forty-eight (48) hours before the time set for the AGM.

The lodging of the Form of Proxy will not preclude you from attending and voting in person at the AGM should you subsequently wish to do so.

10) FURTHER INFORMATION

Shareholders of SDHB are advised to refer to Appendix I contained in this Statement for further information.

Yours faithfully,
For and on behalf of the Board
SERBA DINAMIK HOLDINGS BERHAD

DATUK SERI HAJI MOHAMED FARID BIN ABU HASSAN
Independent Non-Executive/Interim Chairman

APPENDIX I – FURTHER INFORMATION

1. DIRECTORS' RESPONSIBILITY STATEMENT

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

2. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents are available for inspection at the Registered Office of SDHB situated at Level 15, Menara Serba Dinamik, Presint 3.4, Persiaran Perbandaran, Seksyen 14, 40000 Shah Alam, Selangor Darul Ehsan during normal office hours from Mondays to Fridays (except public holidays) from the date of this Statement up to and including the date of the AGM:

(i) the Constitution of SDHB; and

(ii) the audited consolidated financial statements of SDHB for the past two (2) FYEs 31 December 2019 and FPEs 30 June 2021.

PART C

IN RELATION TO THE
PROPOSED ALTERATION OF THE CONSTITUTION BY REPLACING WITH A NEW CONSTITUTION

COMPANIES ACT 2016
MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

SERBA DINAMIK HOLDINGS BERHAD
201501042584 (1167905-P)

INCORPORATED IN MALAYSIA

Companies Act 2016

Public Company Limited by Shares

Constitution of

SERBA DINAMIK HOLDINGS BERHAD

Name of Company

1. The name of the Company is SERBA DINAMIK HOLDINGS BERHAD. *Company name*

Registered Office

2. The registered office of the Company is situated in Malaysia. *Registered office*

DEFINITIONS AND INTERPRETATION

Definitions

3. In this Constitution: *Definitions*

"Act"	Means the Companies Act 2016, as amended, substituted or re-enacted from time to time.
"Annual General Meeting"	Means a meeting of the Company required to be held pursuant to Section 340 of the Act.
"Auditors"	Means the auditors of the Company.
"Board" or "Board of Directors"	Means the board of directors for the time being of the Company.

“Board Meeting”	Means a meeting of the Directors of the Company.
“Bursa Securities”	Means Bursa Malaysia Securities Berhad.
"Central Depositories Act"	Means the Securities Industry (Central Depositories) Act 1991 and regulations made thereunder, as amended or re-enacted from time to time.
“Company”	Means SERBA DINAMIK HOLDINGS BERHAD.
“Company’s Documents”	Including, but not limited to any of the following documents that may be issued by the Company from time to time: (a) In respect of a Member and person entitled to a Security in consequence of an Event of Transmission: (i) Notices relating to General Meetings, instrument appointing a proxy (including electronic proxy appointment and voting manner), annual reports, audited financial statements, circular to shareholders, notices to holders of Securities, prospectus, information memorandum, notice of resolution, statement and other documents relating thereto; (ii) All other documents as required under the Act, the Listing Requirements, applicable laws, guidelines, practice directives etc; (iii) Other publication concerning the Company; and/or (iv) All written communications.

(b) In respect of a Director:

(i) Notices relating to meetings of Board and Board committees and other documents relating thereto;

(ii) Notices relating to General Meetings, annual reports, audited financial statements, circular to shareholders, and other documents relating thereto;

(iii) All other documents as required under the Act, the Listing Requirements, applicable laws, guidelines, practice directives etc;

(iv) Other publication concerning the Company; and/or

(v) All written communications.

(c) In respect of the Auditors:

(i) Notices relating to General Meetings, audited financial statements, and other documents relating thereto;

(ii) All other documents as required under the Act, the Listing Requirements, applicable laws, guidelines, practice directives etc; and/or

(iii) All written communications.

(d) In respect of a holder of Debt Securities:

(i) Notices relating to meeting of Debt Securities holders, audited financial statements, notices to Debt Securities holders and other documents relating thereto;

(ii) All other documents as required under the trust deed governing an issue of Debt Securities, Act, the Listing Requirements, applicable laws, guidelines, practice directives etc; and/or

(iii) All written communications.

“Constitution”	The constitution of the Company as constituted by this document, or as altered from time to time by a special resolution.
“Debt Securities”	Means debentures, loan stocks or other similar instruments representing or evidencing indebtedness, whether secured or unsecured, and whether convertible or not.
"Deposited Security"	Means a security standing to the credit of a Securities Account and includes a security in a Securities Account that is in suspense.
“Depositor”	Means a holder of a Securities Account.
"Depository"	Means Bursa Malaysia Depository Sdn Bhd.
“Directors”	Means the directors for the time being of the Company (inclusive of alternate or nominee directors).

"Event of Transmission"	Means the death, bankruptcy or insolvency of a Member or debenture holder which would result in the Member or debenture holder being unable to remain as the registered holder of a share or debenture or such other transmission by operation of law.
"General Meeting"	Means a meeting of Members of the Company.
"Joint Holder"	In respect of a Security (other than Deposited Security), means two (2) or more persons are jointly entitled to any Security in the Company.
"Jumbo Certificate"	In relation to a Deposited Security, means a certificate comprising not less than fifty thousand (50,000) units of Securities of the Company or such denominations as may be directed by the Depository which is registered in the name of the Depository or its nominee company, as nominee for Depositors.
"Listed Deposited Security"	Means a Deposited Security quoted on the official list of Bursa Securities.
"Listing Requirements"	Means Main Market Listing Requirements of Bursa Securities, including any amendment that may be made from time to time.
"Member"	Means: (a) a person whose name is entered in the Register of Members as the holder for the time being of one or more shares in the Company; and/or (b) a Depositor whose name appears in the Record of Depositors as the holder for the time being of one or more shares in the Company. Shares include ordinary shares, preference shares or other type of shares that may be issued and allotted by the Company from time to time.

"Office"	Means the registered office of the Company.
"Officer"	Means any Director, Secretary or employee of the Company.
"Record of Depositors"	Means a record provided by the Depository to the Company under Chapter 24.0 of the Rules.
"Register of Members"	Means the record of members of the Company kept and maintained pursuant to Section 50 of the Act.
"Registrar"	Means the Registrar of Companies designated under Section 20A(1) of the Companies Commission of Malaysia Act 2001.
"Representative of Member"	Includes any of the following persons: (a) Representative appointed by a corporation which is a Member; or (b) Attorney appointed by the Member by a power of attorney.
"Rules"	Means the Rules of Depository, including any amendment that may be made from time to time.
"Seal"	Means the common seal of the Company.
"Secretary"	Means a secretary of the Company appointed under Section 236 of the Act.
"Security" or "Securities"	Has the meaning given in Section 2(1) of the Capital Markets and Services Act 2007.
"Securities Account"	Means an account established by the Depository for a Depositor for the recording of deposit of Securities and for dealing in such Securities by the Depositor.

"Shareholder"	Means a holder of one or more share(s) in the Company.
"Unlisted Deposited Security"	Means a Deposited Security other than Listed Deposited Security.

Interpretation

4. (1) Expressions referring to writing include, unless the contrary intention appear, references to printing, lithography, photography and other modes of representing or reproducing words in a visible form. *Interpretation*

(2) Words importing the singular number only shall include the plural number, and vice versa.

(3) Words importing the masculine gender only shall include the feminine gender.

(4) Words importing persons shall include corporations.

(5) Unless the context requires otherwise, other words and expressions contained in this Constitution shall bear the same meaning as in the Act when this Constitution becomes effective and binding on the Company.

TYPE AND PURPOSE OF COMPANY

Type of Company

5. (1) The Company is a public company limited by shares. *Public company*

(2) The liability of the Members is limited to the amount, if any, unpaid on shares held by the Members. *Members' liability*

Purpose of Company

6. (1) The principal objects for which the Company is established are: *Objects*

(a) To hold shares and invest in and to acquire, lease, promote or sell any business, company, corporation, firm, enterprise, undertake or venture of any nature whatsoever and generally to act as and undertake the business of holding company, and to manage and to conduct and undertake the business and management and otherwise howsoever direct the operations of any company, firm or other enterprise;

(b) To acquire by purchase, exchange or otherwise deal in real estate and rights, and any other lands, tenements, and premises of any tenure, whether subject or note to any charges or encumbrances and to hold or to sell, let, alienate, mortgage, charge or otherwise deal with all or any of such real estate and rights, tenement or premises; and

(c) To purchase, subscribe for or otherwise acquire and hold shares, stocks, debenture stocks, bonds, debenture obligations and securities issued or guaranteed by any company whether constituted or carrying on business in Malaysia or elsewhere and debenture, debenture stocks, bonds obligations and securities issued or guaranteed by any government, sovereign, ruler commissioner, public body or authority, supreme municipal, local or otherwise whether in Malaysia or elsewhere.

(2) Without derogating from the generality of this Clause, the Company shall have the full capacity to carry on or undertake any business or activity that is in the best interest of the Company with full rights, powers and privileges for such purpose in accordance with Section 21 of the Act, subject always to the requirements of any applicable laws and regulations. *Legal capacity and powers of the Company*

SECURITIES

Classes of Shares

7. (1) The capital of the Company shall consist of ordinary shares. *Ordinary shares*

(2) A holder of ordinary share(s) shall have the following voting rights: *Rights of ordinary shares*

(a) Right to vote on a show of hands to one (1) vote on any resolution of the Company; and

(b) Right to vote on a poll to one (1) vote for every share held on any resolution of the Company.

Variation of Rights

8. (1) If at any time the share capital is divided into different classes of shares, the rights attached to each class of shares (unless otherwise provided by the terms of issue of the shares of that class) may only, whether or not the Company is being wound up, be varied: *Variation of rights*

(a) with the consent in writing of the holders holding not less than seventy-five percent (75%) of the total voting rights of the holders of that class of shares; or

(b) by a special resolution passed by a separate meeting of the holders of that class of shares sanctioning the variation.

(2) The provisions of this Constitution relating to General Meetings apply with the necessary modifications to every separate meeting of the holders of the shares of the class referred to in Clause 8(1), except that: *Quorum for Class Meeting*

(a) for a meeting other than an adjourned meeting, a quorum is constituted by two (2) persons present holding at least one-third (1/3) of the number of issued shares of such class, excluding any shares of that class held as treasury shares; *Class Meeting*

(b) if that class of shares only has one holder, a quorum is constituted by one (1) person present holding shares of such class; and

(c) for an adjourned meeting, a quorum is constituted by one (1) person present holding share(s) of such class.

Adjourned Class Meeting

(3) The rights attached to an existing class of preference shares shall be deemed to be varied by the issue of new preference shares that rank equally with the existing class of preference shares unless such issuance was authorised by:

Variation of rights of existing preference shares

(a) the terms of the issue of the existing preference shares; or

(b) this Constitution of the Company as in force at the time when the existing preference shares were issued.

Records of Members

9. (1) The records of Members of the Company comprise the following:

Records of Members

(a) Record of Depositors; and/or

(b) Register of Members.

(2) In relation to Deposited Securities, a Depositor whose name appears in the Record of Depositors maintained by the Depository in accordance with Section 34 of the Central Depositories Act in respect of the Securities of the Company which have been deposited with the Depository shall be deemed to be a shareholder, debenture holder or option holder of the Company, as the case may be, and shall, subject to the provisions of the Central Depositories Act and any regulations made under that Act, be entitled to the number of securities stated in the Record of Depositors.

Record of Depositors

(3) In relation to non-Deposited Securities, the Company shall:

Register of Members

(a) maintain a Register of Members at its Office or such other place as may be determined by the Directors from time to time; and

(b) record the particulars of the Members as prescribed under Section 50 of the Act in the Register of Members.

(4) The Company shall use the address of a Member in the Record of Depositors or Register of Members (as applicable) for the purpose of delivering Company's Documents and such address may be any one or more of the following:

Address

(a) a residential address;

(b) a postal address;

(c) a registered office (if the Member is a corporation);

(d) a business address;

(e) an email address;

(f) a facsimile number; and/or

(g) contact details as provided by the Depositor to the Depository.

(5) (a) In relation to Deposited Securities, a Depositor must notify the Depository from time to time of any change of his particulars or such information as required under the Rules.

Notification of change of particulars of Record of Depositors

(b) In relation to non-Deposited Securities, each Member must notify the Company as soon as practicable (in any event no later than fourteen (14) days) of any change of his particulars to enable the Company to record such change in the Register of Members and notify the Registrar within the aforesaid timeline as stipulated in the Act.

Notification of change of particulars of Register of Members

Certificates of Shares or Debentures

10. (1) The Company may, as required by the Depository, issue a Jumbo Certificate in the name of the Depository or its nominee company, as nominee for Depositors, for the Deposited Securities issued by the Company from time to time.

Issuance of Jumbo Certificate

(2) In relation to non-Deposited Securities:

(a) every person whose name is entered as member in the Register of Members or holder in the register of debenture holders shall be entitled without payment to receive a certificate in respect of the shares or debentures issued under the Seal in accordance with the Act.

Issuance of share / debenture certificate

(b) in respect of shares or debentures held jointly by several persons, the Company is not bound to issue more than one (1) certificate for such shares or debentures, and delivery of a certificate for shares or debentures to one (1) of several Joint Holders is sufficient delivery to all such holders.

Issuance of share / debenture certificate to Joint Holders

(c) if a certificate of shares or debentures is worn out, defaced, lost or destroyed, it may be re-issued on payment of a fee not exceeding RM50.00 on the application by the Shareholder or debenture holder. The Directors may, at its absolute discretion and as they think fit, impose such terms and requirements (if any) as to evidence and indemnity and payment of out-of-pocket expenses of the Company incidental to the investigation, and in the case of defacement or wearing out, on delivery of the old certificate.

Loss or destruction of share / debenture certificate

Beneficial Ownership of Shares

11. (1) Except as required by law, the Central Depositories Act, the Rules or pursuant to any order of the Court, no person is to be recognised by the Company as holding any share upon any trust.

Trust

(2) Except as required by law, this Constitution, the Central Depositories Act, the Rules or pursuant to any order of the Court, the Company is not bound by or compelled in any way to recognise or enter into the Register of Members or Record of Depositors:

Not compelled to recognise trust

(a) any equitable, contingent, future or partial interest in any share or unit of a share; or

(b) any other rights in respect of any share or unit of share,

other than the registered holder's rights to the entirety of the share or unit of share.

(3) Clause 11(2) applies even when the Company has notice of any interest or right (including notice of any trust expressed, implied or constructive in this regard) referred to in Clauses 11(2)(a) or (b).

Notice of interest or right

DEALING IN SECURITIES

Issue of Securities

12. (1) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject always to the Act, the Listing Requirements and this Constitution, the Directors have the right to:

Allotment of shares or grant of rights

(a) issue and allot shares in the Company; and

(b) grant rights to subscribe for shares or options over unissued shares in the Company.

(2) Subject to the Act, the Listing Requirements, this Constitution and the relevant Shareholders' approval being obtained, the Directors may issue any shares (including rights or options over subscription of such shares):

Pre-emptive rights shall not apply

(a) with such preferred, deferred, or other special rights or such restrictions, whether with regard to dividend, voting, return of capital, or otherwise, as the Directors may determine;

(b) to any person, whether a Member or not, in such numbers or proportions as the Directors may determine; and

(c) for such consideration as the Directors may determine.

(3) (a) Subject to the Act, the Listing Requirements and any direction to the contrary that may be given by the Company in General Meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled.

Issue of new shares or securities to Members

(b) The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company.

(c) The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Constitution.

(4) Subject to Paragraph 6.06 of the Listing Requirements and notwithstanding the existence of a resolution pursuant to Sections 75(1) and 76(1) of the Act, the Company must not issue any shares or convertible securities if the total number of those shares or convertible securities, when aggregated with the total number of any such shares or convertible securities issued during the preceding twelve (12) months, exceeds ten percent (10%) (or such higher percentage as Bursa Securities may from time to time allow either in respect of a particular financial year, generally or otherwise) of the total number of issued shares (excluding treasury shares) of the Company except where the shares or convertible securities are issued with the prior shareholder approval in a General Meeting of the precise terms and conditions of the issue.

General mandate for issue of securities

(5) (a) The Company may pay commission (including brokerage) subject to the following:

Permitted commission

(i) the commission shall not exceed the rate of ten percent (10%) of the price at which the shares in respect whereof the same is paid are issued; or

(ii) the commission shall not exceed an amount equal to ten percent (10%) of that price,

whichever is lesser;

(b) The rate of commission shall be disclosed in the manner prescribed in the Act; and

(c) The said commission may be satisfied by payment in cash or shares (fully or partly paid shares) or partly in one way and partly in the other. For the purpose of Clause 12(5), commission includes brokerage and the rates referred to in Clause 12(5)(a) shall not apply to brokerage.

(6) Subject to Section 130 of the Act, where any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long period, the Company may pay interest or returns on the amount of such share capital as is for the time being paid up and charge the interest or returns paid to share capital as part of the cost of construction of the works, buildings or the provision of any plant.

Power of Company to pay interest out of capital in certain cases

PART C

Transfer and Transmission of Securities under the Central Depository System

13. Clauses 14 and 15 shall apply to Deposited Securities. *Application*

Transfer of Securities

14. The transfer of any Deposited Security or class of Deposited Security of the Company, shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities. *Transfer of securities*

Transmission of Securities

15. Where: *Transmission of securities*

(a) the Securities of the Company are listed on another stock exchange; and

(b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act 1998, as the case may be, under the Rules in respect of such Securities,

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

Transfer and Transmission of Shares or Debentures

16. Clauses 17 to 23 shall apply to non-Deposited Securities. *Application*

Transfer of Shares or Debentures

17. (1) Subject to this Constitution and other written laws, any Shareholder or debenture holder may transfer all or any of his shares or debentures by instrument of transfer as prescribed under the Act.

Instrument of transfer

(2) The instrument of transfer must be executed by or on behalf of the transferor and the transferee.

Execution of instrument of transfer

(3) The transferor shall remain as the holder of such shares or debentures until the transfer is registered and the name of the transferee is entered in the Register of Members or register of debenture holders in respect of the shares or debentures respectively.

Effect the transfer of shares or debentures

18. (1) To enable the Company to register the name of the transferee, the following items in relation to the transfer of shares or debentures must be delivered by the transferor to the Office of the Company:

Items for transfer of shares or debentures

(a) the instrument of transfer duly executed and stamped;

(b) the certificate of the shares or debentures which the instrument of transfer relates; and

(c) any other evidence as the Directors may reasonably require showing the right of the transferor to make the transfer.

(2) Upon receipt of the items referred to in Clause 18(1), the Company shall, upon the approval of the Board and unless otherwise resolved, register the name of the transferee in the Register of Members or register of debenture holders (as applicable).

Approval of registration

19. (1) The Directors may decline or delay to register the transfer of shares within thirty (30) days from the receipt of the instrument of transfer if:

Refusal of registration

(a) the shares are not fully paid shares;

(b) the Directors passed a resolution with full justification to refuse or delay the registration of transfer;

(c) the Company has a lien on the shares; and/or

(d) the Shareholder fails to pay the Company an amount due in respect of those shares, whether by way of consideration for the issue of the shares or in respect of the sums payable by the Shareholder in accordance with this Constitution.

(2) Where applicable, the Company shall send a notice of the resolution referred to in Clause 19(1)(b) to the transferor and transferee, within seven (7) days of the resolution being passed by the Directors.

Notification to transferor and transferee

20. On giving at least fourteen (14) days' notice to the Registrar to close the Register of Members or register of debenture holders, the Company may close the Register of Members or register for any class of members or register of debenture holders (collectively, the "Registers") for the purpose of updating the Registers. The registration of transfer may be suspended at such time and for such period as the Directors may from time to time determine, provided that no part of the relevant Register(s) be closed for more than thirty (30) days in aggregate in any calendar year.

Closing the Register of Members or Register of Debenture Holders

Transmission on Death

21. In case of the death of a Member or debenture holder, the only persons recognised by the Company as having any title to the interest of the deceased Member or debenture holder in the shares or debentures respectively shall be:

Transmission on death

(1) the survivor(s), where the deceased Member or debenture holder was a Joint Holder; and

(2) the legal personal representatives of the deceased Member or debenture holder, where the deceased Member or debenture holder was a sole holder,

but nothing herein contained shall release the estate of a deceased Joint Holder from any liability in respect of any share which had been jointly held by him with other persons.

Transmission by Operation of Law

22. (1) Any person becoming entitled to a share or debenture in consequence of an Event of Transmission may, upon such evidence being produced as is properly required by the Directors, and subject as hereinafter provided, elect either to register himself as the holder of the share or debenture or to have some other person nominated by him registered as the transferee of the shares or debentures.

Registration of transmission

(2) If the entitled person elects to register himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects.

Elects to register himself as holder

(3) If he elects to have another person registered, he shall execute an instrument of transfer of the share or debenture in favour of that person.

Elects to register other person as the holder

(4) All limitations, restrictions and clauses of this Constitution relating to the right to transfer and the registration of transfers of shares or debentures shall be applicable to any such notice or transfer as if the Event of Transmission had not occurred and the notice or transfer were a transfer signed by that Shareholder or debenture holder.

Limitations, restrictions and clauses relating to transfer of shares or debentures shall apply to transmission

23. (1) Upon an Event of Transmission and the receipt by the Company of the relevant notification as required under the Act together with such documentary evidence as required by the Directors from the person who is entitled to the title to the relevant shares or debentures, the Company shall register the person as a shareholder or debenture holder of the Company within sixty (60) days from its receipt of the notification (together with the required documentary evidence).

Entitled to the same rights as the registered holder

(2) The registration of transmission of shares or debentures under Clause 23(1) shall entitle the registered holder to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the Company, or to voting or otherwise), as the registered holder would have been entitled to if the registered holder had not suffered an Event of Transmission.

(3) Where two (2) or more persons are jointly entitled to any shares or debentures in consequence of the death of the registered holder, they shall, for the purpose of this Constitution, be deemed to be Joint Holders of the shares or debentures.

Joint Holder

Lien on Shares

24. (1) The Company has a first and paramount lien on every share for:

Lien on shares

(a) any amount due or unpaid in respect of the share which has been called or is payable at a fixed date and/or time;

(b) all amounts that the Company may be called on by law to pay in respect of the share; and/or

(c) any reasonable interest in respect of the unpaid amounts on the share and reasonable expenses incurred by the Company in respect of receiving unpaid amounts on the share.

(2) The Company's lien, if any, on a share extends to all dividends payable in respect of the share which may be retained and applied towards the satisfaction of any or all amounts due to the Company in respect of which the lien exists.

Dividends payable may be used for satisfaction of the amount due

(3) The Company's lien on shares and dividends from time to time declared in respect of such shares, shall be restricted to:

Company's lien on shares and dividends

(a) unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid,

(b) if the shares were acquired under an employee share option scheme, amounts which are owed to the Company for acquiring them; and

(c) such amounts as the Company may be called upon by law to pay, and has paid, in respect of the shares of the Member or deceased Member.

In each case, the lien extends to reasonable interest and expenses incurred because the amount is not paid.

(4) The Directors may at any time declare a share to be wholly or partly exempt from Clauses 24(1) or (2), or both.

Exemption

25. No person is entitled to exercise any rights or privileges as a Member until the Member has paid all calls, instalments of calls and other moneys (including interest and expenses) for the time being payable in respect of which the lien exists.

Rights or privileges of a Member

26. The registration of a transfer of a share approved by the Directors shall operate as a waiver of the Company's lien over the share.

Registration of transfer

27. (1) Subject to Clause 27(2), the Company may sell, in any manner as the Directors think fit and appropriate, any shares over which the Company has a lien.

Sale of shares under lien

(2) A share on which the Company has a lien shall not be sold unless:

Enforcing sale of shares under lien

(a) a sum in respect of which the lien exists is presently payable; and

(b) the Company has, not less than fourteen (14) days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death or bankruptcy of the registered holder of the share, a notice in writing stating and demanding payment of such part of the amount in respect of which the privilege or lien exists and is presently payable.

28. (1) To give effect to any sale of shares under Clause 27, the Directors may authorise a person to transfer the shares sold to the purchaser of the shares.

Give effect to any sale of shares

(2) The Company shall register the purchaser as the holder of the shares comprised in any such transfer and the Directors shall not be bound to see to the application of the purchase money.

Register the purchaser as the holder

(3) The title of the purchaser to the shares shall not be affected by any irregularity or invalidity in the proceedings relating to the sale of the shares.

Title of the purchaser

29. The proceeds of a sale of shares under Clause 27 shall be received and applied by the Company in payment first of the expenses of the sale, then of such part of the amount in respect of which the lien exists as is presently payable and the residue (if any) shall (subject to any similar lien for sums not presently payable that exists over the shares before the sale) be paid to the person entitled to the shares as at the date of the sale.

Proceeds of sale of shares

Calls on shares

30. (1) The Directors may from time to time make calls upon the Shareholders in respect of any money unpaid on the shares of the Shareholders and not by the conditions of the allotment of the shares made payable at fixed date, provided that:

Directors to make calls

(a) no call shall exceed one-fourth (¼) of the issue price of the share or be payable at less than thirty (30) days from the date fixed for the payment of the last preceding call; and

(b) each Shareholder shall, upon receiving at least fourteen (14) days' notice specifying the date, time and place of payment, pay to the Company (at the time or times and place specified in the notice) amount called on the Shareholder's shares.

(2) The Joint Holders of a share shall be jointly and severally liable to pay all calls in respect of their shares.

Joint Holder

(3) A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be required to be paid by instalments.

Board's resolution authorising the call

(4) A call may be revoked or postponed as the Directors may determine.

Directors may revoke or postpone call

31. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due shall pay interest on that sum from the appointed day for payment to the time of actual payment at a rate not exceeding eight percent (8%) per annum as the Board may determine.

Interest on late payment

(2) The Board may waive payment of any such interest in whole or in part.

Waiver of interest

32. (1) Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date shall be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

Sum becomes due and payable

(2) In the case of non-payment of such sum, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Non-payment of such sum

33. (1) The Company may accept from any Shareholder the whole or a part of the amount unpaid on a share although no part of that amount has been called up.

Advance from shareholder

(2) The Company may make arrangements on the issue of shares for varying the amounts and times of payment of calls as between Shareholders.

Arrangement to vary the amount and payment

(3) Upon all or any part of the money advanced by Shareholder (for all or any part of the money uncalled or unpaid upon the shares held by such Shareholder) received by the Directors from the Shareholder become payable, the Directors may authorise the Company to pay interest or return at a rate not exceeding eight percent (8%) per annum as may be agreed upon between the Directors and the Shareholder paying the sum in advance (unless the Company in a General Meeting otherwise directs).

Interest on advance

(4) However, the Company may not pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.

Forfeiture of Shares

34. (1) If a Shareholder fails to pay any call or instalment of a call on or before the day appointed for the payment of the call or instalment, the Directors may serve a notice on the Shareholder requiring payment of the amount unpaid, together with interest at such rate not exceeding eight percent (8%) per annum as the Directors shall determine.

Notice of forfeiture of shares

(2) The notice shall specify a date (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment is required to be made and the notice shall state that, in the event of non-payment on or before the specified date, the shares in respect of which the call was made will be liable to be forfeited.

Contents of notice

35. (1) If the requirements set out in the notice served under Clause 34 are not complied with, the shares in respect of which such notice has been given shall be forfeited by a resolution of the Directors to that effect, unless the required payment is made before such resolution.

Passing of Directors' resolution to forfeit the shares

(2) A forfeiture of shares as referred to in Clause 35(1) above shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

Forfeiture including all dividends declared

36. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit and, at any time before a sale or disposition of the forfeited shares, the forfeiture may be cancelled on such terms as the Directors think fit.

Forfeited share may be sold, reissued or otherwise

37. If any share is forfeited and sold, any residue after the satisfaction of the unpaid calls and accrued interest and expenses, shall be paid to the person whose shares have been forfeited, or his executors, administrators or assignees or as he directs.

Sale of shares forfeited

38. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares. Notwithstanding that, such person shall remain liable to pay to the Company all money that, at the date of forfeiture, was payable by the person to the Company in respect of the shares (together with interest or compensation at the rate of eight percent (8%) per annum from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of the interest or compensation). Liability of the person shall cease if and when the Company receives payment in full of all the money (including interest or compensation) so payable in respect of the shares.

Cessation of Member in respect of forfeited shares

39. A statutory declaration in writing by a Director or Secretary that a share in the Company has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts stated in the declaration against all persons claiming to be entitled to the share.

Statutory declaration

40. (1) The Company may receive the consideration (if any) given for a forfeited share on any sale or disposition of the shares and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of.

Consideration of the forfeited shares

(2) Upon the execution of the transfer of the share, the transferee shall be registered as the holder of the share and the Company shall not be bound to see to the application of the purchase money (if any).

Transfer of forfeited shares

(3) The title of the transferee to the share is not affected by any irregularity or invalidity in the proceedings in connection with the forfeiture, sale or disposal of the share.

Title of the transferee

41. The provision of this Constitution as to forfeiture of shares shall apply in the case of non-payment of any sum that, by the terms of issue of a share, become payable to the Company at a fixed date as if that sum of the shares had been payable by virtue of a call duly made and notified.

Provision of forfeited shares

Conversion of shares into stock

42. The Company may by ordinary resolution passed at a General Meeting convert any paid-up shares into stock and reconvert any stock into paid-up shares in accordance with Sections 84(1)(b) and 86 of the Act.

Conversion of shares into stock and vice versa

43. (1) The stockholders may transfer their stock or any part thereof in the same manner as the transfer of shares from which the stock arose may, before the conversion, have been transferred or be transferred in the closest manner as the circumstances allow.

Stock is transferable

(2) 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.

Directors' powers

44. (1) The stockholders shall, according to the amount of the 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.

Rights of stockholders

(2) However, no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any such part of stock which would not, if existing shares have conferred that privilege or advantage.

Participation in dividends and profits

45. For the purpose of Clauses 42 to 44, any reference in this Constitution as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder" respectively.

Reference

Alteration of Capital

46. (1) The Company may from time to time by ordinary resolution and subject to other applicable laws or requirements:

(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; or

Consolidation of shares

(b) subdivide its shares or any of them into shares, whichever 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.

Subdivision of shares

(2) The Company may from time to time by special resolution and subject to other applicable requirements:

(a) cancel shares which, at the date of the passing of the resolution in that regard, have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled or in such other manner allowed by law; or

Cancellation of shares

(b) reduce its share capital in such manner permitted by law, and (where applicable) subject to the relevant required approvals being obtained.

Reduction of share capital

(3) The Company shall have the power, subject to and in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines in respect thereof for the time being in force, to purchase its own shares and thereafter to deal with the shares purchased in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines thereunder or issued by Bursa Securities and any other relevant authorities in respect thereof.

Purchase of own shares

PASSING OF RESOLUTIONS OF MEMBERS

Passing of Resolutions of Members

47. The Company may pass a resolution of the Members or of a class of Members at a meeting of the Members.

Passing a Members' Resolution

MEETINGS OF MEMBERS

Convening General Meetings

48. (1) The Company shall hold an Annual General Meeting in every calendar year pursuant to Section 340 of the Act to transact the following ordinary business:

Annual general meeting

(a) The laying of audited financial statements and the reports of the Directors and Auditors;

Ordinary business

(b) The declaration of dividend (if any);

(c) The election or re-election and the fixing of the fees and benefits of the Directors;

(d) The appointment and the fixing of the fees and benefits of the Directors; and

(e) The appointment or re-appointment and the fixing of the remuneration of the Auditors.

(2) All businesses (except for those set out under Clause 48(1)) shall be special that is transacted at an Annual General Meeting and also that is transacted at other General Meeting.

Special business

49. Subject to Clause 48, all meetings of Members shall be called General Meetings.

General Meetings

50. The Board:

Board to convene General Meeting

(1) may, whenever it thinks fit, convene a meeting of the Members; and

(2) shall convene a General Meeting on the request of the Members pursuant to Section 311 of the Act.

51. A General Meeting may be requisitioned by:

Members to requisite a General Meeting

(a) any Member(s) holding at least ten percent (10%) of the issued and paid up share capital of the Company pursuant to Sections 310(b) and 311(3)(a) of the Act; or

(b) any of the Members representing more than one half of the total voting rights of all of the Members who requisitioned the General Meeting pursuant to Section 313(1) of the Act.

Notice of General Meetings

52. (1) A notice of a General Meeting must specify the following:

Contents of Notice of General Meeting

(a) the place, date and time of the General Meeting;

(b) the general nature of the business of the General Meeting; and

(c) the text of any proposed resolution and other information as the Directors think fit.

(2) If the General Meeting is to be held in two (2) or more places, the notice of the General Meeting shall specify the technology or method that will be used to facilitate the General Meeting.

General Meeting held at two (2) or more venues

(3) The main venue of the General Meeting shall be in Malaysia and the chairperson shall be present at that main venue of the General Meeting.

Main venue

53. (1) The notices convening General Meetings shall specify the place, day and hour of the General Meeting, and shall be given to all Shareholders at least fourteen (14) days before the General Meeting or at least twenty-one (21) days before the General Meeting where any special resolution is to be proposed or where it is an Annual General Meeting. Any notice of a General Meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. At least fourteen (14) days' notice or twenty-one (21) days' notice in the case where any special resolution is proposed or where it is the Annual General Meeting, of every such meeting must be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed.

Notice of General Meetings

(2) The notice of General Meeting shall exclude the date of issuing the notice and the date of the General Meeting.

(3) An Annual General Meeting may be called by a notice shorter than the period referred to in Clause 53(1) if so agreed by all the Members entitled to attend and vote at the General Meeting.

(4) The technology to be used for the purpose of this Clause must allow the Members who participate in the physical and/or virtual General Meeting to communicate simultaneously with the chairperson, Directors, other Members and advisers (if any) taking part in the main venue of the General Meeting and such technology may include telephone, television, video conferencing, or any other telecommunication or digital methods which permits instantaneous communication.

Technology to be used for physical and/or virtual General Meeting

(5) Subject to the Act, the Listing Requirements and other applicable laws and regulations, the physical and/or virtual General Meeting shall be deemed to constitute a General Meeting and all provisions of this Constitution relating to General Meetings shall apply to any physical and/or virtual General Meeting provided the following conditions are met:

Conditions for physical and/or virtual General Meeting

(a) All the Members for the time being entitled to receive notice of the General Meeting shall be entitled to receive notice of the physical and/or virtual General Meeting. Notice of any such meeting shall be given by an appropriate form of technology (or in such other manner) as determined by the Board of Directors and permitted by this Constitution; and

(b) The Members who attend the General Meeting remotely may participate, speak and vote at the physical and/or virtual General Meeting provided that the remote locations should leverage on technology to facilitate voting, including voting in absentia and remote shareholders' participation at the physical and/or virtual General Meeting.

(6) A General Meeting, other than an Annual General Meeting and a General Meeting for passing of a special resolution, may be called by a notice shorter than the period referred to in Clause 53(1) if so agreed by a majority in the number of the Members who collectively hold not less than ninety-five percent (95%) of the total number of shares giving the rights to attend and vote at the General Meeting, excluding any shares in the Company held as treasury shares.

Shorter notice

54. Notice of every General Meeting shall be given in the manner authorised by Clause 127 to:

Persons entitled to receive notice of General Meeting

(1) every Member (including any person who is entitled to a share in consequence of the death or bankruptcy of a Member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting and the Company has been notified of the person's entitlement in writing);

(2) every Director; and

(3) the Auditors.

55. (1) In relation to Deposited Securities, the Company shall request the Depository in accordance with the Rules, to issue a Record of Depositors to whom notices of General Meetings shall be given by the Company.

Record of Depositors

(2) The Company shall also request the Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than three (3) market days before the General Meeting ("General Meeting Record of Depositors").

(3) Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a Member entitled to attend any General Meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.

Quorum for General Meetings

56. (1) No business is to be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. *Quorum*

(2) Two (2) Members personally present at a meeting or by proxy or by Representative of Member shall constitute a quorum. *More than one (1) Member*

(3) For the purpose of constituting a quorum:

(a) one (1) or more representatives appointed by a corporation shall be counted as one (1) Member; *Corporate representative*

(b) one (1) or more proxies appointed by a person shall be counted as one (1) Member; or *Proxy*

(c) the presence of one (1) or more Joint Holders shall be counted as one (1) Member. *Joint Holders*

No Quorum

57. If a quorum is not present within half an hour after the time appointed for a General Meeting: *Quorum is not present*

(1) where the General Meeting was convened upon the requisition of Members, the meeting shall be dissolved; or *Requisition of Member*

(2) in any other case: *Other case*

(a) if no determination is made by the Directors, the General Meeting shall stand adjourned to the same day in the next week at the same time and place or if that day falls on a public holiday then to the next business day following that public holiday; or

Adjournment of General Meeting

(b) the General Meeting shall stand adjourned to another day and at another time and place as the Directors may determine; and

if at the adjourned General Meeting, a quorum is not present within half an hour from the time appointed for the meeting, then any Member present shall form a quorum.

Adjourned General Meeting

Chairperson of General Meetings

58. The chairperson of a General Meeting is:

(1) where the Board has appointed a chairperson or deputy chairperson amongst the Directors, the Chairperson of the Board; or

Chairperson of the Board

(2) where:

Members to appoint Chairperson of General Meeting

(a) the Chairperson of the Board is unable or unwilling to act as the chairperson of the General Meeting;

(b) the Chairperson is not present within fifteen (15) minutes after the time appointed for the holding of the General Meeting; or

(c) the Board has not appointed a chairperson amongst the Directors,

the Members present shall elect one of their Members present to be the chairperson of the General Meeting.

(3) For avoidance of doubt, a proxy or Representative of Member may be elected as the chairperson of the General Meeting by a resolution passed at the meeting.

Adjournment of General Meetings

59. (1) The chairperson shall adjourn a General Meeting, at which a quorum is present, from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so.

Members' consent is required

(2) No business shall be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place (referred to as the "Original General Meeting").

Only transact the business left unfinished at the General Meeting

(3) There is no need to give any notice of an adjourned General Meeting or of the business to be transacted at an adjourned General Meeting unless the adjourned General Meeting is to be held thirty (30) days or more after the date of the Original General Meeting or otherwise as the chairperson directs.

Notice of adjourned General Meeting

Voting by Show of Hands

60. (1) Subject to the Listing Requirements, at a General Meeting, a resolution put to the vote of the General Meeting shall be decided on a show of hands unless a poll is demanded before or on the declaration of the result of the show of hands.

By show of hands

(2) On a vote on a resolution at a General Meeting on a show of hands, a declaration by the chairperson that a resolution has been passed unanimously, or with a particular majority, or is lost, and an entry to that effect in the minutes of the proceeding shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

Declaration by the chairperson

Voting by Poll

61. (1) A poll may be demanded:

Demand a poll

(a) by the chairperson;

(b) by at least three (3) Members present in person or by proxy;

(c) by any Member or Members present in person or by proxy and representing not less than ten percent (10%) of the total voting rights of all the Members having the right to vote at the General Meeting; or

(d) by a Member or Members holding shares in the Company conferring a right to vote at the General Meeting being shares on which an aggregate sum has been paid up equal to not less than ten percent (10%) of the total paid up shares conferring that right.

For purposes of this Clause, references to "Member" shall include Representative of Member.

(2) The demand for a poll may be subsequently withdrawn.

Withdrawal of a demand for poll

(3) Subject to Clause 61(4), if a poll is duly demanded, it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairperson directs.

When a poll is to be held

(4) No poll shall be demanded on the election of a chairperson of a General Meeting or on a question of adjournment of a General Meeting.

No poll on election of chairperson or adjournment

(5) When a poll is properly demanded, the earlier vote by a show of hands shall be superseded by the result of the poll and the result of the poll shall be the resolution of the General Meeting at which the poll was demanded.

Result of the poll

Casting Vote

62. In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the General Meeting at which the show of hands takes place or at which the poll is carried out is entitled to a second or casting vote.

Chairperson shall have a casting vote

Voting Entitlement

63. Subject to any rights or restrictions for the time being attached to any class or classes of shares:

(1) at meetings or class meetings of Members, each Member entitled to vote may vote in person or by a proxy or by Representative of Member;

Voting by Member

(2) on a vote by way of show of hands, every Member who is present in person or by proxy or Representative of Member has one (1) vote;

Voting by a show of hands

(3) on a vote by way of poll, every Member who is present in person or by proxy or by Representative of Member shall have one (1) vote for each share or stock the Member holds; and

Voting by poll

(4) in the case of Joint Holders, the joint holders shall be considered as one (1) Member.

Voting by Joint Holders

64. For the purposes of Clause 63(2):

Votes by proxy

(1) where a Member entitled to vote on a resolution has appointed a proxy, the proxy shall be entitled to vote on a show of hands, provided that he is the only proxy appointed by the Member;

May vote by show of hands if one proxy is appointed

(2) where a Member entitled to vote on a resolution has appointed more than one (1) proxy,

May only vote on a poll if more than one (1) proxy appointed

(a) the proxies shall only be entitled to vote on a poll; and

(b) the appointment shall not be valid unless he specifies the proportions of his holdings to be represented by each proxy; and

(3) in respect of Clause 64(1), where the shares of the Company are quoted on a stock exchange and if a Member entitled to vote on a resolution has appointed more than one (1) proxy, the entitlement of those proxies to vote on a show of hands shall be in accordance with the listing requirements of the stock exchange.

Exception

65. For the purposes of Clause 63(4), if the Joint Holders purport to exercise the power to vote in the same way, the power is treated as exercised in that way. If the Joint Holders do not purport to exercise the power in the same way, the power is treated as not exercised.

Votes of Joint Holders of shares

66. For the purposes of Clause 63, when a corporate Member appoints more than one (1) representative, if its representatives purport to exercise the power to vote in the same way, the power is treated as exercised in that way. If the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.

Votes of corporate representative of shares

Voting Restrictions

67. If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, the relevant committee or trustee or such other person as properly appointed under the applicable law to manage his estate may exercise any rights of the Member in relation to a meeting of the Company's Members as if the committee, trustee or other person were the Member.

Member is of unsound mind

68. No member is entitled to attend and vote at any General Meeting unless all calls or other sums presently payable by the Member in respect of shares in the Company have been paid.

Calls unpaid

Objection to Votes

69. (1) An objection may be raised to the qualification of a voter only at the General Meeting or adjourned General Meeting at which the vote objected to is given or tendered.

Objection to qualification of a voter

(2) Any such objection made in due time shall be referred to the chairperson of the General Meeting, whose decision is final and conclusive.

Any objection shall be referred to the chairperson

(3) A vote not disallowed pursuant to an objection at the General Meeting is valid for all purposes.

Vote not disallowed

PROXIES / REPRESENTATIVES OF MEMBERS

General

70. (1) A Member of the Company may appoint a proxy and/or Representative of Member to exercise his rights to attend, participate, speak and vote for the Member at a General Meeting. A proxy may but need not be a Member of the Company.

Proxy / Representative of Member

(2) Subject to the Act and this Constitution, a proxy or Representative of Member is only entitled to vote:

Entitlement to vote

(a) if the Member is entitled to vote;

(b) if the Member is not personally present at the General Meeting;

(c) if the Member has complied with the requirements set out in this Constitution to properly appoint a proxy or Representative of Member and to give notice of such appointment to the Company;

(d) if the Member has conferred a right to vote on the proxy or Representative of Member; and

(e) the appointment of proxy or Representative of Member was not revoked by the Member by a notice of revocation forty-eight (48) hours before the time of holding of the General Meeting or adjourned General Meeting or such other time that may be determined by the Directors and the said revocation must be deposited at the Office or such other place in Malaysia as is specified in the notice convening the General Meeting.

(3) A proxy or Representative of Member may vote, whether on a show of hands or on a poll, on any question at any General Meeting and to the extent permitted under the instrument of proxy or certificate of appointment of corporate representative or power of attorney.

May vote by a show of hands or on a poll

Proxies

71. (1) An instrument appointing a proxy:

Manner of execution of instrument appointing a proxy

(a) must be in writing and executed by or on behalf of the appointing Member in substantially the form and in the manner as specified in "Appendix A" annexed hereto or in such other permitted form (including the electronic proxy appointment and voting manner) as the Board of Directors may determine from time to time;

(b) will not be invalid merely because it omits any particulars of the proxy and the appointing Member; and

(c) will be deemed to have appointed the Chairperson of the General Meeting as the proxy of the appointing Member where no other person has been named to act as proxy.

(2) An instrument appointing a proxy may:

Form of instrument of proxy

(a) specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument;

(b) specify the proportion or number of votes that the proxy may exercise; and/or

(c) be a specific appointment for a particular meeting.

(3) An instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority:

(a) shall be deemed to confer authority to demand or join in demanding a poll;

Confer authority to demand a poll

(b) shall be deposited at the Office or at such other place in Malaysia as is specified in the notice convening the General Meeting or adjourned General Meeting, at which the person named in the instrument proposes to vote:

Time limit to deposit instrument appointing a proxy

(i) not less than forty-eight (48) hours before the time for holding the General Meeting or adjourned General Meeting; or

(ii) in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll; and

(c) may be accepted if it is:

Execution by electronic or digital signature or authentication of an appointment by electronic means

(i) transmitted to the Company by any technology purporting to include a signature and/or an electronic or digital signature by the Member; or

(ii) authenticated in any document given to the Company by electronic means which shows the validity of the appointment of a proxy.

(4) In Clause 71(3), documents relating to proxies include:

Documents relating to proxies

(a) the appointment of a proxy in relation to a General Meeting;

(b) any document necessary to show the validity of, or otherwise relating to, the appointment of a proxy; and

(c) notice of the revocation of the authority of a proxy.

(5) For the purposes of Clause 71(3), delivery may be effected by:

Manner of delivery

(a) physical delivery of the document;

(b) delivery by facsimile transmission;

(c) delivery by email transmission; or

(d) lodging electronic document,

to the place, facsimile number, electronic address or the designated website link or address (where applicable) as specified in the notice of General Meeting.

(6) The proceedings at a General Meeting shall not be invalidated where an appointment of proxy in respect of that General Meeting is sent in electronic form, but cannot be read by the Company due to technical problems or other reasons.

(7) If a Member is entitled to cast two (2) or more votes at a General Meeting, the Member:

Member with two (2) or more votes

(a) may appoint up to two (2) proxies; and

(b) must specify the proportion or number of the Member's votes each proxy may execute.

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

Appointment of multiple proxies

(b) An exempt authorised nominee refers to an authorised nominee defined under the Central Depositories Act which is exempted from compliance with the provisions of Section 25A(1) of the Central Depositories Act.

(9) Where a member of the Company is an authorised nominee as defined in the Central Depositories Act, it may appoint not more than two (2) proxies in respect of each securities account it holds in ordinary shares of the Company standing to the credit of the said securities account.

Appointment of proxy by authorised nominee

(10) When two (2) or more valid but differing appointments of a proxy are received by the Company in respect of the same share for use at the same General Meeting, the one which is last received (regardless of its date or of the date of its execution or submission) shall be treated as replacing and revoking the other as regards that share. If the Company is unable to determine which appointment was last received, none of them shall be treated as valid in respect of that share.

Differing appointment of proxy

(11) For the avoidance of doubt, the appointment of a proxy shall not preclude a Member from attending and voting in person at a General Meeting.

72. (1) Subject to Clause 72(2), a vote given in accordance with the terms of an instrument of proxy is valid despite:

Validity of a vote

(a) the previous death or unsound mind of the appointing Member;

(b) the revocation of the instrument or of the authority under which the instrument was executed; or

(c) the transfer of the share in respect of which the instrument or power is given.

(2) Clause 72(1) does not apply if an instrument in writing of such:

(a) death, unsound mind or transfer has been received by the Company before the commencement of the General Meeting or adjourned General Meeting at which the instrument is used; or

(b) revocation by the Member was not received by the Company forty-eight (48) hours before the time of holding of the General Meeting or adjourned General Meeting or such other time that may be determined by the Directors, and

the said notification must be deposited at the Office or such other place in Malaysia as is specified in the notice convening the General Meeting.

Attorneys

73. (1) A person purporting to be the attorney of a Member shall be required to produce the original Power of Attorney to the Company.

Power of attorney

(2) A copy of the power of attorney may be accepted provided that it is certified notarially and/or in accordance with the applicable legal requirements in the relevant jurisdictions in which it is executed.

Corporate Representatives

74. (1) A corporate Member may appoint an individual as its corporate representative to exercise all or any of the powers the corporate Member may exercise.

Appointment of corporate representative

(2) The appointment may be a standing appointment until notice of revocation is received by the Company.

(3) The instrument of appointment may set out restrictions on the powers of the corporate representative.

(4) A corporate Member may appoint more than one (1) corporate representative. However, it shall observe the voting entitlement set out in Clause 66.

DIRECTORS

Number of Directors

75. (1) The Company may from time to time by an ordinary resolution passed at a General Meeting fix the number of Directors (excluding Alternate Director) but the number so fixed shall not be less than two (2) nor more than fifteen (15).

May fix the number of Directors

(2) The shareholding qualification for Directors may be fixed by the Company in General Meeting and until so fixed no shareholding qualification for Director shall be required.

Shareholding qualification for Directors

Retirement of Directors

76. (1) An election of Directors shall take place each year. *Election*

(2) At the first Annual General Meeting of the Company, all the Directors shall retire from office at the conclusion of the Annual General Meeting. *Retirement at Annual General Meeting*

(3) At the Annual General Meeting in every subsequent year, one-third (1/3) of the Directors for the time being, or, if their number is not three (3) or a multiple of three (3), then the number nearest to one-third (1/3), shall retire from office at the conclusion of the Annual General Meeting in every year provided always that all Directors shall retire from office once at least in each three (3) years, but shall be eligible for re-election. *Retirement at Annual General Meeting in every subsequent year*

(4) The Directors to retire in every year shall be the Directors who have been longest in office since the Directors' last election, but as between persons who became Directors on the same day, the Directors to retire shall be determined by lot, unless they otherwise agreed among themselves. *Directors to retire*

(5) A retiring Director shall be eligible for re-election at the Annual General Meeting. *Eligible for re-election*

(6) The Company may appoint any person who is not disqualified under the Act to fill in vacancy at the Annual General Meeting at which a Director so retires, and if no appointment was made to fill the vacancy, the retiring Director shall, if he offers himself for re-election, be deemed to have been re-elected, unless: *Fill in vacancy at the Annual General Meeting*

(a) at that meeting, the Company expressly resolved not to fill the vacated office; or

(b) a resolution for the re-election of the Directors is put to the meeting and lost.

Appointment of Directors

77. The Directors shall have power from time to time to appoint any person:

Appointment by Directors

(1) to be a Director to fill a casual vacancy; and

(2) to be an addition to the existing Directors,

subject to the total number of Directors shall not exceed the maximum number fixed in Clause 75(1).

78. Any Director so appointed under Clause 77 shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election.

Hold office until next Annual General Meeting

79. The Members may, at any time and from time to time by an ordinary resolution, appoint any person:

Appointment by Members

(1) to be a Director to fill a casual vacancy; and

(2) to be an addition to the existing Directors,

subject to the total number of Directors shall not exceed the maximum number fixed in Clause 75(1).

80. Subject to Clause 75(1), no person, not being a retiring Director, shall be eligible for election to the office of Director at any General Meeting unless a Member intending to propose him for election has, at least eleven (11) clear days before the meeting, left at the Office of the Company a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such member to propose him for election, provided that in the case of a person recommended by the Directors for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the Members at least seven (7) days before the meeting at which the election is to take place.

Notice of intention to appoint Director

Proceedings in case of Vacancies

81. The remaining Director may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to this Constitution, the remaining Director may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number, or to summon a General Meeting.

Proceedings in case of vacancies

Defects in Appointment of Directors

82. The acts of a Director shall be valid notwithstanding any defect that is discovered after his appointment or in his qualifications.

Validity of acts of Directors

Appointment of Managing and Executive Directors

83. (1) The Board of Directors may from time to time appoint one (1) or more of its body to the office of Managing Director (which term shall be deemed to include the chief executive or other such designation of the Company's chief executive officer) for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment.

Managing and Executive Directors

(2) A Director (other than a Managing Director) holding any such other office or employment is herein referred to as an "Executive Director".

Executive Director

(3) Any such appointment of a Managing Director automatically terminates if the appointee ceases from cause to be a Director.

Cessation of office of Managing Director

84. A Managing Director or an Executive Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary, bonus, commission, or participation in profits, or partly in one way and partly in another and other benefits) as the Board of Directors may determine.

Remuneration

85. (1) The Board of Directors may, upon such terms and conditions and with such restrictions as it may think fit, entrust to and confer upon a Managing Director or an Executive Director any of the powers exercisable by them. A Managing Director or an Executive Director shall be subject to the control of the Board of Directors.

Directors may confer powers to Managing Director or Executive Director

(2) Any powers so conferred may be collateral with, or be to the exclusion of, the powers of the Board of Directors.

(3) The Board of Directors may at any time, and from time to time, revoke, withdraw, alter or vary all or any of the powers so conferred on a Managing Director or an Executive Director.

Appointment of Alternate Director

86. (1) Any Director (called in this Clause the "Appointer") may, with the approval of a majority of the other members of the Board of Directors, appoint one (1) or more persons to be his Alternate Director in the Appointer's place for any period as the Appointer thinks fit provided that:

Appointment of Alternate Director

(a) such person is not a Director of the Company; and

(b) such person does not act as an Alternate Director for more than one (1) Director of the Company.

(2) An appointment or removal of an Alternate Director must be in writing under the Appointer's hand. The original notification of appointment or removal must be provided by the Appointer to the Board.

Appointment or removal must be in writing

(3) An Alternate Director may resign from office by notice in writing to the Appointer and the Board.

Resignation

(4) An Alternate Director must vacate office if the Appointer vacates office as a Director or removes the appointee from office.

Vacate office

87. An Alternate Director is entitled to receive notice of Board Meetings and, if the Appointer is not present at such a meeting, is entitled to attend and vote in his stead.

Entitled to receive notice of Board Meetings

88. (1) An Alternate Director may exercise any powers that the Appointer may exercise and the exercise of any such power by the Alternate Director shall be deemed to be the exercise of the power by the Appointer.

Exercise of power

(2) The exercise of any power by an Alternate Director shall be an agent of the Company and not as an agent of the Appointer.

89. An Alternate Director:

(1) has no entitlement to receive remuneration from the Company and any fee paid by the Company to the Alternate Director shall be deducted from the Appointer's remuneration; and

Not entitled to receive remuneration

(2) is entitled to be reimbursed for all the travelling and other expenses properly incurred by him in attending the Board Meetings on behalf of the Appointer from the Company.

May be paid travelling and other expenses

Appointment of Associate Director

90. (1) The Board may from time to time appoint any person to be an associate director and may from time to time revoke any such appointment.

Appointment or revocation

(2) The Board may fix, determine and vary the powers, duties and remuneration of any person appointed as an associate director.

Board to fix the terms

(3) A person appointed as an associate director does not have any right to attend or vote at any Board Meetings except by the invitation and with the consent of the Board.

May attend Board Meetings by invitation

Removal of Director

91. Subject to the Act, the Company may by an ordinary resolution remove any Director and may by an ordinary resolution appoint another person in place of the removed Director provided that the total number of Directors should not at any time fall below the minimum or exceed the maximum set out in Clause 75(1) of this Constitution.

May remove and appoint a Director by ordinary resolution

Vacation of Office of Director

92. The office of Director shall become vacant if the Director:

Vacation of office

(a) resigns from his office by giving a written notice to the Company at its Office;

(b) is removed from office in accordance with Clause 91 of this Constitution;

(c) becomes disqualified from being a Director under Section 198 or Section 199 of the Act;

(d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the Mental Health Act 2001;

(e) dies or has passed away;

(f) has been convicted by a court of law of an offence under the securities laws; or

(g) otherwise vacates his office in accordance with this Constitution.

Remuneration of Directors

93. (1) The Company may from time to time by an ordinary resolution passed at a General Meeting, approve the remuneration of the Directors, who hold non-executive office with the Company, for their services as non-executive Directors. *Non-executive Directors' remuneration*

(2) Subject to Clause 84, the fees of the Directors and any benefits payable to the Directors shall be subject to annual shareholders' approval at a General Meeting. *Fee*

(3) If the fee of each such non-executive Director is not specifically fixed by the Members, then the quantum of fees to be paid to each non-executive Director within the overall limits fixed by the Members, shall be decided by resolution of the Board. In default of any decision being made in this respect by the Board, the fees payable to the non-executive Directors shall be divided equally amongst themselves and such a Director holding office for only part of a year shall be entitled to a proportionate part of a full year's fees. The non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.

(4) The following expenses shall be determined by the Directors: *Expenses*

(a) Traveling, hotel and other expenses properly incurred by the Directors in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company; and

(b) Other expenses properly incurred by the Directors arising from the requirements imposed by the authorities to enable the Directors to effectively discharge their duties.

(5) Executive Directors of the Company shall be remunerated in the manner referred to in Clause 84 but such remuneration shall not include a commission on or percentage of turnover.

Executive Directors' remuneration

Powers of Directors

94. (1) The business and affairs of the Company shall be managed by or under the direction and supervision of the Directors who may pay all expenses incurred in promoting and registering the Company.

Directors shall manage the business and affairs of the Company

(2) The Directors may exercise all the powers necessary for managing and for directing and supervising the management of the business and affairs of the Company except any power that the Act or by this Constitution requires the Company to exercise in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

Validity of acts of Directors

(3) Where an oral contract is made by a Director acting under authority, express or implied, the contract is to be reduced to writing within fourteen (14) days and may be subject to ratification by the Board (if required). If there is any non-compliance with the above requirement of reduction to writing and proper ratification by the Board, the Director entering into such oral contract shall assume personal responsibility for the same and shall indemnify the Company fully in all respects in relation to such contract.

Oral contract shall be reduced to writing and Board's ratification

(4) (a) The Directors may procure the establishment and maintenance of any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or shall have been at any time in the

Establishment and maintenance of fund

employment or service of the Company or any subsidiary company or to any persons who are or have been a Director or other officer of and holds or has held salaried employment in the Company or any subsidiary company, or the wives, widows, families or dependents of any such persons.

(b) The Directors may also procure the establishment and subsidy of or subscription and support to any institutions, association, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or of its members and payment for or towards the insurance of any such persons as aforesaid, and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibitions or for any public, general or useful object.

95. Without limiting the generality of Clause 94(1) and (2), the Directors may, subject to the Act and the Listing Requirements, exercise all the powers of the Company to do all or any of the following for any debt, liability, or obligation of the Company or of any third party:

(1) borrow money; *Borrowing*

(2) mortgage or charge its undertaking, property, and uncalled capital, or any part of the undertaking, property and uncalled capital; *Mortgage*

(3) issue debentures and other Securities whether outright or as security; and/or *Issue debentures*

(4) (a) lend and advance money or give credit to any person or company; *Lend or advance money*

(b) guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company;

(c) secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company;

and otherwise to assist any person or company.

96. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the Company, must be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any two (2) Directors or in such other manner as the Directors may from time to time determine.

Operation of cheques, promissory notes etc.

97. (1) The Directors may from time to time by power of attorney appoint any corporation, firm, or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for the purposes and with the powers, authorities, and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for a period and subject to any conditions as the Directors may think fit.

Power of attorney

(2) Any powers of attorney granted under Clause 97(1) may contain provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities, and discretions vested in the attorney.

98. Subject always to the Act and the Listing Requirements, 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 remuneration and otherwise) as the Board of 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 profit 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 relationship thereby established.

Director may hold other office

Delegation of Powers

99. Subject to the applicable laws and/or the Listing Requirements:

(1) the Directors may delegate any of their powers to a committee or committees consisting of such their number as they think fit;

Directors may delegate powers to committee

(2) any committee formed under Clause 99(1) shall exercise the powers delegated in accordance with any directions of the Directors and a power so exercised shall be deemed to have been exercised by the Directors; and

Committee shall exercise powers as per Board's direction

	(3)	the Board shall, subject to the Listing Requirements and upon the committee's recommendation (where applicable), appoint a chairperson of the committee and determine the period for which he is to hold office.	*Chairperson of committee*
100.		The Company may pass a resolution of the committee either by way of a written resolution or at a meeting of the committee.	*Passing a Committee's Resolution*
101.	(1)	The Company may pass a resolution of the committee by way of a written resolution by the committee's members recording the resolution and signing the record.	*Passing of resolution by committee's members*
	(2)	The record of decisions made by the committee is valid and effective as if it were a resolution duly passed at a meeting of the committee.	*Record of decision*
	(3)	Any such resolution may consist of several documents in like form, each signed by one or more of the committee's members, and shall be as valid and effectual as if it were a resolution duly passed at a meeting of the committee.	*Resolution may consist of several documents*
	(4)	Any such document may be accepted as sufficiently signed by a member of the committee if transmitted to the Company by any technology purporting to include a signature and/or an electronic or digital signature by the said member.	*Agreement to written resolution by electronic means*
102.	(1)	A committee may, whenever it thinks fit, convene a meeting of the committee, and may adjourn the meeting as it thinks proper.	*Convening of meeting of the committee*
	(2)	The committee may hold a committee meeting at two (2) or more venues within or outside Malaysia using any technology that gives the committee members as a whole a reasonable opportunity to participate.	*Committee meeting may hold at two or more venues*
	(3)	The virtual meeting of the Directors set out in Clause 120 shall apply to the meeting of the committee.	*Virtual meeting of committee*
	(4)	Where a meeting of committee is held and:	*Chairperson of meeting*

(a) a chairperson has not been appointed as provided by Clause 99(3);

(b) the person so appointed is not present within fifteen (15) minutes after the time appointed for holding the meeting; or

(c) the person so appointed is unable or unwilling to act as the chairperson of the meeting,

the members present may, subject to the Listing Requirements, choose one of their number to be chairperson of the meeting.

(5) No business is to be transacted at any meeting unless a quorum of members is present at the time when the meeting proceeds to business. *Quorum*

(6) Subject to the Listing Requirements, two (2) members personally present at a meeting shall constitute a quorum. *Quorum*

(7) Questions arising at any meeting of the committee must be determined by a majority of votes of the members present, and in the case of an equality of votes, the chairperson has a second or casting vote, except where two (2) members form a quorum, the chairperson of a meeting at which only such a quorum is present, or at which only two (2) members are competent to vote on the question at issue shall not have a casting vote. *Votes*

Duties of Directors

103. A Director shall at all times exercise his powers in accordance with the Act, for a proper purpose and in good faith in the best interest of the Company. *Duties*

104. Where a Director acts by virtue of his position as an employee of the Company, or who was appointed by or as a board representative of Member, employer or debenture holder, that Director shall be taken to have acted in the best interest of the Company, and in the event of any conflict between his duty to act in the best interest of the Company and his duty to his nominator, he shall not subordinate his duty to act in the best interest of the Company to his nominator. *Duties of nominee Director*

Directors' Interest in Contracts

105. (a) A Director shall not vote in regard to any contract or proposed contract or arrangement in which he has, directly or indirectly, an interest.

Directors' interest in contracts

(b) Every Director shall observe the provisions of Sections 221 and 222 of the Act relating to the disclosure of the interest of the Directors in contracts or proposed contracts with the Company or of any office or property held by the Directors which might create duties or interest in conflict with their duties or interest as Directors and participation in discussion and voting. Such disclosure of material personal interest by the Directors shall be in the form of a notice. Such notice shall be in the form and manner prescribed under Section 221 of the Act.

PASSING OF RESOLUTIONS OF DIRECTORS

Passing of Resolutions of Directors

106. The Company may pass a resolution of the Directors either by way of a written resolution or at a meeting of the Directors.

Passing a Directors' Resolution

DIRECTORS' WRITTEN RESOLUTION

Passing of resolution by the Directors

107. (1) The Directors may pass a resolution without a Board Meeting, if a majority of the Directors entitled to vote and sign on the resolution signed the resolution, signifying their agreement to the resolution set out in the document.

Passing of resolution by more than one Director

(2) Any such resolution may consist of several documents in like form, each signed by one (1) or more of the Directors, and shall be as valid and effectual as if it were a resolution duly passed at a Board Meeting.

Resolution may consist of several documents

Agreement to written resolution by electronic means

108. (1) Any such document may be accepted as sufficiently signed by a Director if transmitted to the Company by any technology purporting to include a signature and/or an electronic or digital signature by the Director.

Agreement to written resolution by electronic means

(2) For the purposes of Clause 108(1), delivery may be effected by:

Manner of delivery

(a) physical delivery of the document;

(b) delivery by facsimile transmission; or

(c) delivery by email transmission,

to the place, facsimile number or electronic address as specified by the Director or Secretary of the Company.

MEETINGS OF DIRECTORS

Frequency of Board Meetings

109. The Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

Frequency of Board Meetings

Convening Board Meetings

110. A Director may at any time, and the Secretary shall on the requisition of a Director to do so, convene a Board Meeting by giving notice in accordance with Clause 111.

Secretary or Director may convene a Board Meeting

Notice of Board Meetings

111. (1) A notice of a Board Meeting must specify the following:

(a) the place, date and time of the Board Meeting;

Contents of Notice of Board Meeting

(b) the general nature of the business (including matters to be discussed) of the Board Meeting; and

(c) where the Directors think fit, the text of any proposed resolution and other information.

(2) If the Board Meeting is to be held in two (2) or more places, the notice of the Board Meeting shall specify the technology that will be used to facilitate the Board Meeting.

Board Meeting held at two (2) or more venues

(3) The main venue of the Board Meeting shall be the place where the chairperson is present at the Board Meeting.

Main venue

112. Reasonable notice in the circumstances must be given of all Board Meetings.

Notice period

113. Notice of every Board Meeting shall be given to all Directors in accordance with the manner specified in Clause 127.

Directors entitled to receive notice

Quorum for Board Meetings

114. (1) No business is to be transacted at any Board Meeting unless a quorum of Directors is present at the time when the meeting proceeds to business.

Quorum

(2) Two (2) Directors personally present at a meeting shall constitute a quorum.

More than one Director

(3) In this clause, “Director” includes Alternate Director.

Meaning of Director

No Quorum

115. If a quorum is not present within half an hour after the time appointed for a Board Meeting:

Quorum is not present

(1) the Board Meeting shall stand adjourned to another day and at another time and place as the Directors may determine; or

Adjournment of Board Meeting

(2) if no determination is made by the Directors, the Board Meeting shall stand adjourned to the same day in the next week at the same time and place or if that day falls on a public holiday then to the next business day following that public holiday; and

(3) if at the adjourned Board Meeting, a quorum is not present within half an hour from the time appointed for the meeting, then any Director present shall form a quorum.

Adjourned Board Meeting

Chairperson of Board Meetings

116. (1) The Directors shall appoint one of their number as Chairperson and may also appoint another of their number as Deputy Chairperson of the Company.

Chairperson and Deputy Chairman

(2) The Directors shall determine the period for which such Chairperson or Deputy Chairperson is to hold office.

Office period

(3) The Chairperson or Deputy Chairperson (in the absence of the Chairperson) shall be the Chairperson of the Board Meeting.

Chairperson of Board Meetings

(4) Where a Board Meeting is held and:

Chairperson of Board Meetings

(a) a Chairperson or Deputy Chairperson has not been appointed as provided by Clause 116(1); or

(b) the person so appointed is not present within fifteen (15) minutes after the time appointed for the holding of the Board Meeting or is unable to act for all or part of the meeting;

the Directors present shall elect one of their number to be the chairperson of the Board Meeting.

(5) For avoidance of doubt, an Alternate Director shall not be elected as the chairperson of the Board Meeting.

Adjournment of Board Meetings

117. (1) The chairperson shall adjourn a Board Meeting, at which a quorum is present, from time to time and from place to place if the Directors present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so.

Directors' consent is required

(2) No business is to be transacted at any adjourned Board Meeting other than the business left unfinished at the Board Meeting from which the adjournment took place (referred to as the "Original Board Meeting").

Only transact the business left unfinished at the Board Meeting

(3) There is no need to give any notice of an adjourned Board Meeting or of the business to be transacted at an adjourned Board Meeting unless the adjourned Board Meeting is to be held more than thirty (30) days after the date of the Original Board Meeting.

Notice of adjourned Board Meeting

Voting at Board Meetings

118. (1) Subject to this Constitution, questions arising at a Board Meeting shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.

Directors' decision

(2) Each Director is entitled to cast one (1) vote on each matter for determination.

Casting of vote

Casting Vote

119. In the case of an equality of votes, the chairperson of the Board Meeting is entitled to a second or casting vote, except where two (2) Directors form a quorum, the chairperson of a meeting at which only such a quorum is present, or at which only two (2) Directors are competent to vote on the question at issue shall not have a casting vote.

Chairperson shall have a casting vote

Virtual Meetings of Directors

120. (1) The Directors may hold a Board Meeting at two (2) or more venues within or outside Malaysia using any technology that gives the Directors as a whole a reasonable opportunity to participate.

Board Meeting may hold at two (2) or more venues

(2) The technology to be used for the purpose of this Clause must be such that each Director taking part in the meeting must be able to communicate simultaneously with each of the other Directors taking part in the meeting and may include telephone, television, video conferencing, or any other audio and/or visual device which permits instantaneous communication.

Technology to be used for virtual meeting

(3) A virtual meeting shall be deemed to constitute a Board Meeting and all the provisions of this Constitution as to Board Meetings shall apply to any virtual meeting provided the following conditions are met:

Conditions for virtual meeting

(a) All the Directors for the time being entitled to receive notice of the Board Meeting (including any Alternate Director) shall be entitled to receive notice of a virtual meeting. Notice of any such meeting shall be given by an appropriate form of technology (or in such other manner) as permitted by this Constitution; and

(b) A Director may not leave a virtual meeting by disconnecting from the technology used unless he has previously expressly notified the chairperson of the meeting of his intention to leave the meeting and a Director shall be conclusively presumed to have been present and to have formed part of the quorum at all times during such a meeting until such notified time of his leaving the meeting.

(4) A minute of the proceedings of meetings including virtual meetings shall be sufficient evidence of such proceeding and of the observance of all necessary formalities if certified as a correct minute by the chairperson of the meeting or the next succeeding meeting.

Minutes

SECRETARY

Appointment of Secretary

121. The Secretary shall in accordance with the Act be appointed by the Board for such terms, at such remuneration, and upon such terms and conditions as the Board may think fit. *Appointment*

Casual Vacancy of Secretary

122. (1) Any Secretary so appointed under Clause 121 may be removed by the Directors, in accordance with the terms and conditions of its appointment. *Removal*

(2) The office of a Secretary may or will become vacant if the Secretary: *Vacation of office*

(a) resigns from office by notice in writing to the Board, the Secretary shall cease to act as Secretary upon the expiry of thirty (30) days from the date of the notice to the Board or from the effective date as specified in his notice or the terms of appointment; or

(b) is unable to communicate with the Directors at the last known residential address, the Secretary may, notify the Registrar of that fact and of his intention to resign from the office, and he shall cease to act as the Secretary on the expiry of thirty (30) days from the date of the notice to the Registrar.

(3) The Board shall fill the vacancy of the Secretary within thirty (30) days after the occurrence of any event under Clause 122(1) or (2). *Fill the casual vacancy of Secretary*

INSURANCE AND INDEMNITY OF APPLICABLE PERSONS

Applicable Persons

123. The provisions of Clauses 124 to 126 shall apply to the following persons ("Applicable Persons"): *Applicable persons*

(1) every person who is or has been an Officer;

(2) Auditors; and

(3) any other officers as defined in the Act.

Indemnity

124. The Company does not exempt an Applicable Person from a liability which by law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust, of which he may be guilty in relation to the Company incurred in his capacity as an Applicable Person.

No indemnity

125. (1) The Company may indemnify an Applicable Person out of the Company's assets for any costs incurred by him or the Company in respect of any proceedings:

Indemnity may be allowed

(a) that relates to his liability for any act or omission in his capacity as an Applicable Person; and

(b) in which judgment is given in favour of the Applicable Person or in which the Applicable Person is acquitted or in which the Applicable Person is granted relief under the Act, or where proceedings are discontinued or not pursued.

(2) The Company may also indemnify an Applicable Person in respect of an application for relief under the Act.

(3) The Company may indemnify an Applicable Person in respect of:

Exception

(a) any liability to any person, other than the Company, for any act or omission in his capacity as an Officer or Auditors; and

(b) costs incurred by that Applicable Person in defending or settling any claim or proceedings relating to any such liability except:

(i) any liability of the Director to pay:

(aa) a fine imposed in criminal proceedings; or

(bb) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature, however arising; or

(ii) any liability incurred by the Director:

(aa) in defending criminal proceedings in which he is convicted; or

(bb) in defending civil proceedings brought by the Company, or an associated company, in which judgment is given against him.

(4) Where the costs and expenses incurred by an Applicable Person under Clause 125(1) and (2) are recovered by the Company under an insurance policy taken out or paid for by the Company pursuant to Clause 126, the extent of the indemnification of an Applicable Person shall be reduced accordingly.

Insurance

126. (1) The Company may, with the prior approval of the Board, purchase and maintain insurance, at the expense of the Company, for an Applicable Person, against: *Insurance*

(a) civil liability, for any act or omission in his capacity as a Director or Officer or Auditors; and

(b) costs incurred by that Officer or Auditors in defending or settling any claim or proceeding relating to any such liability; or

(c) costs incurred by that Officer or Auditors in defending any proceedings that have been brought against that

person in relation to any act or omission in that person's capacity as an Officer or Auditors:

(i) in which that person is acquitted;

(ii) in which that person is granted relief under the Act; or

(iii) where proceedings are discontinued or not pursued.

(2) In the case of a Director, Clauses 125(2) and (3) and 126(1)(a) and (b) shall not apply to any civil and criminal liability in respect of a breach of the duties of the Directors as specified in Section 213 of the Act.

ADMINISTRATION

Notices, Documents and Other Publication

127. Any Company's Documents may be given by the Company to the persons mentioned below in the following manner: *Notice*

(1) In respect of a Member and person entitled to a Security in consequence of an Event of Transmission ("Persons"): *Members*

(a) The Company's Documents shall be in writing and shall be given to the aforesaid Persons either:

(i) in hard copy, which shall be sent to the Persons either personally or by post to his last known address; *Hard copy*

(ii) in electronic form, which shall be either: *Electronic form*

(aa) transmitted to the last known electronic address provided by the Persons to the Company;

(bb) transmitted to the last known contact details as recorded in the Register of Members or Record of Depositors provided by the Persons to the Company or Depository respectively;

(cc) by publishing on a website;

(dd) transmitted by the Company to the Persons using any appropriate electronic communication platform established by the Company or third parties, or

(iii) partly in hard copy and partly in electronic form.

Both of the above

(b) If a notice of General Meeting is published on the website, the Company must notify the Persons in writing in hard copy or electronic form stating the following:

Website

(i) it concerns a General Meeting;

(ii) the place, date and time of the General Meeting; and

(iii) the designated website link or address where a copy of the notice may be downloaded,

and the notice must be published on the Company's website throughout the period starting from the date of notification until the conclusion of the General Meeting.

Period of publication on website

(c) If the Company publishes its documents (other than a notice of General Meeting) ("Company's Publication") on its Company's website or any other appropriate electronic communication platform, the Company must notify the Persons in writing in hard copy or electronic form stating the following:

Publication on Website

(i) brief description of the Company's Publication; and

(ii) the designated website link or address where a copy of the Company's Publication may be downloaded.

(d) In the event of a delivery failure, the Company must immediately send the Company's Documents to the affected Members by other appropriate means as permitted under Clause 127(1)(a). *Delivery failure*

(e) The Persons may request for a hard copy of the Company's Documents from the Company if they are sent by electronic means. *Request for hard copy*

(2) In respect of a Director, the Company's Documents shall be in writing and shall be given to the Director either: *Directors*

(a) in the manner(s) set out in Clause 127(1) (except for publishing on a website); or

(b) to the Director's last known service address.

(3) In respect of the Auditors, the Company's Documents shall be in writing and shall be given to the Auditors either: *Auditors*

(a) in the manner(s) set out in Clause 127(1) (except for publishing on a website); or

(b) to the Auditors' last known address.

(4) In respect of a holder of Debt Securities, the Company's Documents shall be in writing and shall be given to the holder of Debt Securities:

(a) in the manner(s) set out in Clause 127(1); or.

(b) to the holder of Debt Securities' last known address provided by the said holder to the Company or Depository.

(5) For the purpose of Clause 127(1), the Board of Directors may, at its discretion, determine the appropriate mode of communication with the persons mentioned above. *Directors' discretion*

128. Where the Company's Documents are: *Service of notice*

(1) served by post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of the Persons, on the day after the date of its posting; *Post*

(2) sent by facsimile transmission, service of the notice shall be deemed to be effected at the time when the notice is transmitted, unless the Company receives notification that the transmission was not successful; *Facsimile transmission*

(3) sent by electronic transmission, service of the notice shall be deemed to be effected at the time when the notice is transmitted electronically, unless the Company receives notification that the transmission was not successful; *Electronic transmission*

(4) published on the Company's website or any appropriate electronic communication platform, service of the notice shall be deemed to be effected on the day on which the notice first appears on the Company's website to which the relevant person may have access or the day on which the notice of publication is deemed to have been served or delivered to such person under Clause 127, whichever is later; or *Website*

(5) served or delivered in person, service of the notice shall be deemed effected at the time the relevant Company's Documents are delivered, received or left at the address of such person. *Personal delivery*

129. The Company's Documents may be given by the Company to Joint Holders by giving the notice to the Joint Holder first named in the Register of Members. *Joint Holder*

130. Any Company's Documents delivered or sent to any Member in such manner as provided in Clause 127(1) shall, if such Member be then deceased, and whether or not the Company has notice of his death, be deemed to have been duly served on his legal personal representative or survivor.

Written Resolutions and Minutes

131. The Directors must cause: *Written resolutions and minutes*

(1) all Directors' and committees' written resolutions;

(2) all proceedings and resolutions of Board Meetings and committee meetings; and

(3) all proceedings and resolutions of General Meetings,

to be duly entered into the books kept for that purposes in accordance with the Act.

132. The records of resolutions passed by way of Directors' and committees' written resolutions or at the Board Meetings, committee meetings and General Meetings and signed in accordance with the Act and this Constitution are evidence of the proceedings, resolutions or declaration to which they relate, unless the contrary is proved.

Execution of Documents

133. (1) The Company shall adopt a Seal, known as the common seal, on which its name and registration number and the words "Common Seal" are engraved in legible romanised characters. *Seal*

(2) The Directors shall provide for the safe custody of the Seal. *Custody*

(3) The Seal shall only be used by the authority of the Board of Directors or of a committee of the Board of Directors authorised by the Directors on their behalf. *Authority of the Directors*

(4) The Company may execute a document by affixing the Seal to the document where the affixing of the Seal is witnessed by: *Affixing the Seal*

(a) two (2) Directors;

(b) one (1) Director and one (1) Secretary; or

(c) one (1) Director and another person appointed by the Directors for that purpose.

(5) (a) Any Director or the Secretary or any person so appointed by the Directors shall have power to authenticate any documents affecting this Constitution and any resolutions passed by the Company or the Directors or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. *Authentication of documents*

(b) A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting of the Company or the written resolutions or minutes of a meeting of the Directors or any committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that any minute or written resolution so extracted is a true and accurate record of the resolutions or proceedings at a duly constituted meeting to which it relates.

134. (1) The Company may have an official Seal, on which its name and registration number and the words “Common Seal” and the place where it is to be used are engraved in legible romanised characters. *Official seal for use abroad*

(2) The Directors shall provide for the safe custody of the official Seal. *Custody*

(3) The Directors may exercise all the powers of the Company in relation to any official Seal for use outside Malaysia and in relation to branch registers of debenture holders kept in any place outside Malaysia.

Authority of the Directors

(4) The Company may execute a document by affixing the official Seal to the document where the affixing of the official Seal is witnessed by:

Affixing the official Seal

(a) two (2) Directors;

(b) one (1) Director and one (1) Secretary;

(c) one (1) Director and another person appointed by the Directors for that purpose; or

(d) two (2) persons appointed by the Directors for that purpose, and

the person affixing official Seal shall certify in writing on the deed or document to which the official Seal is affixed the date and place it is affixed.

(5) The Company may have an official Seal to seal:

Official seal for Securities

(a) Securities issued by the Company; or

(b) documents creating or evidencing Securities so issued,

on which its name and registration number and the words "Securities" are engraved in legible romanised characters.

(6) The official Seal for Securities shall be executed in the manner provided in Clause 133(4).

FINANCIAL MATTERS

Financial Statements

135. (1) The Directors must cause proper accounting and other records to be kept in accordance with Section 245 of the Act and such records must be true and complete accounts of the affairs and transactions of the Company and give a true and fair view of the state of the Company's affairs and explain its transactions.

Accounting and other records

(2) The Directors shall from time to time, in accordance with the provisions of the Act and the Listing Requirements, cause to be prepared and approved, and to be circulated to the Members, Directors and Auditors and laid before the Company in Annual General Meeting such financial statements and consolidated financial statements (if any) and reports of Directors and Auditors.

Circulation and laying of financial statements

(3) No Member (who is not a Director) shall have any right of inspecting any accounting or other records of the Company except where such right is conferred by law.

Right of inspection

Audit

136. (1) (a) The Board shall appoint the first Auditors of the Company at any time before the first Annual General Meeting, at such remuneration as the Board thinks fit.

First Auditors

(b) The Auditors appointed under Clause 136(1)(a) shall hold office until the conclusion of the first Annual General Meeting.

(2) (a) For subsequent years, the Board may, subject to the Act, appoint the Auditors to fill casual vacancy in the office of the Auditors, at such remuneration as the Board thinks fit.

Appointment of Auditors by Board

(b) The Auditors appointed under Clause 136(2)(a) shall hold office until the conclusion of the next Annual General Meeting.

(3) For subsequent years, the Members may by an ordinary resolution:

Change of Auditors by Members

(a) re-appoint the existing Auditors;

(b) appoint another person as the Company's Auditors;

(c) remove the Auditors; and/or

(d) if there is a vacancy in the office of the Auditors, appoint Auditors to fill the vacancy.

The remuneration of the Auditors appointed under Clause 136(3) shall be fixed by the Members by ordinary resolution or in such manner as the Members may determine.

(4) The Auditors shall hold office in accordance with the terms of their appointment, provided that:

Term of office of Auditors

(a) they do not take office until the previous auditors have ceased to hold office unless they are the first Auditors; and

(b) they ceased to hold office at the conclusion of the Annual General Meeting next following their appointment, unless they are re-appointed.

(5) The powers and duties of the Auditors are as regulated under Sections 266 and 287 of the Act.

Powers and duties

(6) The Auditors shall attend every Annual General Meeting where the financial statements and consolidated financial statements (where applicable) of the Company for a financial year ("Financial Statements") are to be laid, so as to respond according to their knowledge and ability to any question relevant to the audit of the Financial Statements.

Attendance of Auditors

(7) The Auditors may cease to act as Auditors of the Company by:

(a) giving a notice of resignation in writing to the Company at the Office and their term of office shall end after twenty-one (21) days from the date of the notice to the Company or from the effective date as specified in their notice; or

Resignation of Auditors

(b) giving a notice in writing to the Company at the Office indicating that they do not wish to seek re-appointment at the forthcoming Annual General Meeting.

Retirement of Auditors

Dividends

137. (1) A dividend may be declared by:

Declaration of dividend

(a) the Directors; or

(b) the Members on the recommendation of the Board of Directors as it thinks appropriate.

(2) The payment of a dividend is to those holders of such class of shares as the Directors have determined in accordance with and subject to any conditions upon which the shares have been issued.

Payment of dividend

(3) A dividend shall not exceed the amount recommended by the Directors.

Directors to recommend amount

138. The Directors may authorise a distribution of dividends in accordance with Section 132 of the Act, and any dividend so authorised must be out of profits of the Company available for distribution and provided the Company is solvent. The Directors may authorise a distribution at any time and for such amounts as the Directors shall consider appropriate so long as the Directors are satisfied that the Company will be solvent for a period of twelve (12) months after the distribution is made.

Distribution only if Company is solvent

139. (1) A dividend may be classified as:

(a) an interim dividend if it is declared and distributed by the Company to its Members prior to the determination of final profit position of the Company for the financial year;

Interim dividend

(b) a final dividend if it is the last dividend distributed by the Company to its Members after the financial statements for the financial year have been prepared and approved by the Board; and

Final dividend

(c) a special dividend if it is a non-recurring distribution of the Company's assets, where the amount is larger compared to normal dividend paid out by the Company or other circumstances that the Directors think fit.

Special dividend

(2) The Directors may, at its discretion, declare dividend pursuant to either Clause 137(1)(a) or (1)(b).

At Directors' discretion

140. No dividend is to bear interest against the Company.

No interest bearing

141. (1) The Directors may, before recommending any dividend:

Before recommending dividend

(a) set aside out of the profits of the Company such sums as they think proper as reserves; or

(b) carry forward any profits which they may think prudent not to divide, without placing the profits to reserve.

(2) The reserves set aside under Clause 141(1)(a):

Reserves that set aside

(a) are, at the discretion of the Directors, to be applied for any purpose to which the profits of the Company may be properly applied; and

(b) may, pending any application under Clause 141(2)(a) and at the discretion of the Directors, be employed in the business of the Company or be invested in any investments (other than shares in the Company) as the Directors may from time to time think fit.

142. (1) Subject to the rights of persons (if any) entitled to shares with special rights or conditions as to dividend entitlement or to any provisions in this Constitution, all dividends must be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid.

Dividends must be declared and paid according to the amounts paid

(2) An amount paid or credited as paid on a share in advance of a call shall not be taken for the purposes of this Clause to be paid or credited as paid on the share and shall not, whilst carrying interest, confer a right to participate in profits.

Amount paid on a share in advance of a call

(3) All dividends must be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid.

Dividend must be paid proportionately

(4) If any share is issued on terms providing that it ranks for dividend as from a particular date that share ranks for dividend accordingly.

Share ranks for dividend

143. The Directors may deduct from any dividend payable to a Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

Deduct dividend from calls

144. (1) When declaring a dividend, the Directors or Members on the recommendation of the Directors may by ordinary resolution, direct payment of the dividend wholly or partly by the distribution of specific assets, including:

Distribution of specific assets

(a) paid-up shares of the Company or any other corporation;

(b) debentures or debenture stock of the Company or any other corporation;

(c) assets of the Company which the Directors think appropriate; or

(d) any combination of any specific assets, and

the Directors may do all acts and things considered necessary or expedient to give effect to such a resolution.

(2) Where a difficulty arises with regard to such a distribution directed under Clause 144(1), the Directors may, subject to the Act and the Listing Requirements, do all or any of the following:

(a) settle the distribution as they think expedient;

(b) fix the value for distribution of the specific assets or any part of the specific assets;

(c) determine that cash payments be made to any Member on the basis of the value so fixed by the Directors in order to adjust the rights of all parties; and/or

(d) vest any specific assets in trustees as the Directors think expedient.

145. (1) Any dividend, interest or other money payable in cash in respect of shares may be paid in such manner as may be determined by the Directors from time to time including: *Payment*

(a) in respect of Listed Deposited Security, direct crediting the payment into the bank account of the Member as provided by the Member to the Depository from time to time; or

(b) in respect of Security other than Listed Deposited Security:

(i) by direct crediting the payment into the bank account of the Member as provided by the Member to the Company or Depository from time to time; or

(ii) by cheque sent through the post directed to :

(aa) the address of the Member as shown in the Register of Members, or in the case of Joint Holders, to the address shown in the Register of Members as the address of the Joint Holder first named in the Register of Members; or

(bb) such other address as the holder or Joint Holders in writing directs or direct.

(2) Every direct transfer or cheque made under Clause 145(1) must be made payable to the order of the person to whom it is sent.

(3) Any one (1) of two (2) or more Joint Holders may give effectual receipts for any dividends, interest or other money payable in respect of the shares held by them as Joint Holders.

Capitalisation of Profits

146. (1) The Directors may, before declaring or recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves, to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.

Application of profits

(2) Pending any such application, the reserves may, at the discretion of the Directors, be used in the business of the Company or be invested in such investments as the Directors think fit.

Utilisation of reserves

(3) The Directors may carry forward such amount of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to reserves.

Dividends

147. (1) Subject to Clause 147(2), the Company may, upon a recommendation of the Directors and in General Meeting, resolve that it is desirable to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution to Members, and that such sum be applied, in any of the manners mentioned in Clause 147(3), for the benefit of the Members in the proportions to which those Members would have been entitled in a distribution of that sum by way of dividend.

Members' approval

(2) The Directors may, subject to the Act and the Listing Requirements, capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution to the Members.

Exemption

(3) The amount capitalised under Clause 147(1) is set free for distribution amongst the Members who would have been entitled to the amount had it been distributed by way of dividend and in the same proportions subject to the following conditions:

Capitalised amount

(a) the capitalised amount must not be paid in cash;

(b) the capitalised amount must be applied in or towards either or both of the following:

(i) paying up any amounts for the time being unpaid on any shares held by the Members;

(ii) paying up in full unissued shares or debentures of the Company to be allotted, distributed and credited as fully paid up to and amongst such Members in the same proportions.

148. The Directors shall do all things necessary to give effect to the resolution and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

To give effect to the resolution

(1) issue fractional certificates or make cash payments in cases where shares or debentures becoming distributable in fractions; and

(2) authorise any person to enter, on behalf of all the Members entitled to the distribution into an agreement with the Company, providing:

(a) for the allotment to the Members respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon the capitalisation; or

(b) for the payment up by the Company on the Members' behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the profits resolved to be capitalised, and

any agreement made under such authority referred to in Clause 147(3)(b) is effective and binding on all the Members entitled to the distribution.

DISSOLUTION

Winding Up

149. Subject to the Act, the Company may be dissolved by a special resolution in a General Meeting. If such a resolution is passed, the Members shall also be required to appoint a liquidator or liquidators for the purpose of winding up the affairs and distributing the property of the Company.

Passing of special resolution

150. (1) If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company:

Power of liquidator

(a) divide amongst the Members in kind the whole or any part of the property, if any, of the Company, whether they consist of property of the same kind or not;

(b) set a value as the liquidator considers fair upon the property, if any referred to in Clause 150(1)(a);

(c) determine how the division of property, if any is to be carried out as between the Members or different classes of Members; and

(d) vest the whole or any part of the property, if any, of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit.

(2) No Member is compelled to accept any shares or other Securities on which there is any liability.

SECRECY

151. Save as may be expressly provided by the Act, no Member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information in respect of any detail of the Company's business or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the business and/or conduct of the business of the Company and which, in the opinion of the Directors, it would be inexpedient in the interests of the Member of the Company to communicate to the public.

EFFECTS OF THE LISTING REQUIREMENTS

Effects of the Listing Requirements

Effects of the Listing Requirements

152. (1) Notwithstanding anything contained in this Constitution, if the Listing Requirements prohibit an act being done, the act shall not be done.

(2) Nothing contained in this Constitution prevents an act being done that the Listing Requirements require to be done.

(3) If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).

(4) If the Listing Requirements require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision.

(5) If the Listing Requirements require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision.

(6) If any provision of this Constitution is or becomes inconsistent with the Listing Requirements, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

"APPENDIX A"

SERBA DINAMIK HOLDINGS BERHAD (201501042584 (1167905-P))

(Incorporated in Malaysia)

PROXY FORM

CDS Account No.

No. of shares held

I/We _____ *Tel:* _____

a. [Full name in block, NRIC/Passport/Company No.]

of _____

_____

being member(s) of ***SERBA DINAMIK HOLDINGS BERHAD,*** *hereby appoint:*

Full Name (in Block)	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

and / or* (*delete as appropriate)

Full Name (in Block)	NRIC/Passport No.	Proportion of Shareholdings	
		No. of Shares	%
Address			

or failing him, the Chairperson of the Meeting, as my/our proxy to vote for me/us and on my/our behalf at the General Meeting of the Company to be held at **(Venue)** on **(Date)**, **(Day)** at **(Time)** or any adjournment thereof, and to vote as indicated below:

PART C

Description of Resolution	Resolution	For	Against

Please indicate with an "X" in the space provided whether you wish your votes to be cast for or against the resolutions. In the absence of specific direction, your proxy will vote or abstain as he thinks fit.

Signed this day of

_____

Signature*

Member

** Manner of execution:*

(a) If you are an individual member, please sign where indicated.

(b) If you are a corporate member which has a common seal, this proxy form should be executed under seal in accordance with the constitution of your corporation.

(c) If you are a corporate member which does not have a common seal, this proxy form should be affixed with the rubber stamp of your company (if any) and executed by:

(i) at least two (2) authorised officers, of whom one shall be a director; or

(ii) any director and/or authorised officers in accordance with the laws of the country under which your corporation is incorporated.

Notes:

1. *For the purpose of determining who shall be entitled to attend this General Meeting, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd to make available to the Company, a Record of Depositors as at (date). Only a member whose name appears on this Record of Depositors shall be entitled to attend this General Meeting or appoint a proxy to attend, speak and vote on his/her/its behalf.*

2. *A member entitled to attend and vote at this General Meeting is entitled to appoint a proxy or attorney or in the case of a corporation, to appoint a duly authorised representative to attend, participate, speak and vote in his place. A proxy may but need not be a member of the Company.*

3. *A member of the Company who is entitled to attend and vote at a General Meeting of the Company may appoint not more than two (2) proxies to attend, participate, speak and vote instead of the member at the General Meeting.*

4. *If two (2) proxies are appointed, the entitlement of those proxies to vote on a show of hands shall be in accordance with the listing requirements of the stock exchange.*

5. *Where a member of the Company is an authorised nominee as defined in the Central Depositories Act, it may appoint not more than two (2) proxies in respect of each securities account it holds in ordinary shares of the Company standing to the credit of the said securities account.*

6. *Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds. An exempt authorised nominee refers to an authorised nominee defined under the Securities Industry (Central Depositories) Act 1991 ("Central Depositories Act") which is exempted from compliance with the provisions of Section 25A(1) of the Central Depositories Act.*

7. *Where a member appoints more than one (1) proxy, the proportion of shareholdings to be represented by each proxy must be specified in the instrument appointing the proxies.*

8. *The appointment of a proxy may be made in a hard copy form or by electronic means in the following manner and must be received by the Company not less than forty-eight (48) hours before the time appointed for holding the General Meeting or adjourned General Meeting at which the person named in the appointment proposes to vote:*

   (i) <u>In hard copy form</u>

   In the case of an appointment made in hard copy form, this proxy form must be deposited at the registered office of the Company situated at (address).

   (ii) <u>By electronic means via facsimile</u>

   In the case of an appointment made by facsimile transmission, this proxy form must be received via facsimile at (facsimile no.).

   (iii) <u>By electronic means via email</u>

   In the case of an appointment made via email transmission, this proxy form must be received via email at (email address).

   For options (ii) and (iii), the Company may request any member to deposit original executed proxy form to its registered office before or on the day of meeting for verification purpose.

   (iv) <u>Online</u>

   In the case of an appointment made via online lodgement facility, please login to the link website using the holding details as shown below:

   (Holding details)

   (v) <u>By mobile device</u>

   In the case of an appointment made by mobile device, please follow the instruction provided below:

   (Details)

9. *Any authority pursuant to which such an appointment is made by a power of attorney must be deposited at the registered office of the Company situated at (address) not less than forty-eight (48) hours before the time appointed for holding the General Meeting or adjourned General Meeting at which the person named in the appointment proposes to vote. A copy of the power of attorney may be accepted provided that it is certified notarially and/or in accordance with the applicable legal requirements in the relevant jurisdiction in which it is executed.*

PART C

10. *Please ensure ALL the particulars as required in this proxy form are completed, signed and dated accordingly.*

11. *Last date and time for lodging this proxy form is (time), (date) and (day).*

12. *Please bring an **ORIGINAL** of the following identification papers (where applicable) and present it to the registration staff for verification:*

    a. *Identity card (NRIC) (Malaysian), or*

    b. *Police report (for loss of NRIC) / Temporary NRIC (Malaysian), or*

    c. *Passport (Foreigner).*

13. *For a corporate member who has appointed a representative instead of a proxy to attend this meeting, please bring the **ORIGINAL** certificate of appointment executed in the manner as stated in this proxy form if this has not been lodged at the Company's registered office earlier.*