

THE COMPANIES ACT 2016

MALAYSIA

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PUBLIC COMPANY LIMITED BY SHARES

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**CONSTITUTION**

**OF**

**ALLIANZ GENERAL INSURANCE COMPANY (MALAYSIA) BERHAD**

**(Company No. 200601015674 (735426-V))**

Incorporated on the 29th day of May 2006

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## 1. INTRODUCTION

### 1.1 Company's name

The name of the Company is Allianz General Insurance Company (Malaysia) Berhad.

### 1.2 Registered office

The registered office of the Company will be situated in Malaysia.

### 1.3 Member's liabilities

The liability of the Member is limited.

### 1.4 Third Schedule

The Third Schedule of the Act shall not apply to the Company, except in so far as the same are repeated or contained in this Constitution.

## 2. DEFINITION

### 2.1 Definition

In this Constitution, unless there be something in the subject or context inconsistent therewith:-

#### **Words**

#### **Act**

#### **Meanings**

the Companies Act 2016 and any statutory modification, amendment or re-enactment thereof and any other legislation for the time being in force made thereunder and any written law for the time being in force concerning companies and affecting the Company;

#### **Applicable Laws**

all laws, by-laws, regulations, rules, orders and/or official directions for the time being in force affecting the Company and its subsidiaries, including but not limited to the Act and every other law for the time being in force concerning companies and affecting the Company and any other directives or requirements imposed on the Company by Bank Negara Malaysia and/or other relevant regulatory bodies and/or authorities;

#### **Auditors**

the external auditors appointed by the Company from time to time;

#### **Board**

the board of Directors of the Company and where the context permits or requires, shall mean the Directors whose number is not less than the required quorum acting as a board of Directors;

<b>Chairman</b>	the Chairman for the time being of the Board;
<b>Clause</b>	any provisions in this Constitution as originally framed or as altered from time to time by Special Resolution in accordance with the Applicable Laws;
<b>Company</b>	means Allianz General Insurance Company (Malaysia) Berhad, or the abovenamed Company by whatever name from time to time called;
<b>Constitution</b>	this Constitution as originally framed or as altered from time to time by Special Resolution;
<b>Directors</b>	the directors for the time being of the Company;
<b>Financial Services Act</b>	the Financial Services Act 2013 or any statutory modification or re-enactment thereof for the time being in force;
<b>Insurance</b>	includes indemnity of any kind;
<b>Member</b>	means any person/persons for the time being holding ordinary shares in the Company and whose names appear in the Register;
<b>Office</b>	means the registered office for the time being of the Company;
<b>Ordinary Resolution</b>	has the meaning assigned thereto by the Act;
<b>Register</b>	means the Register of Members to be kept pursuant to the Act;
<b>Seal</b>	means the common seal of the Company;
<b>Secretary</b>	Means any person/persons appointed to perform the duties of the secretary of the Company;
<b>Share Registrar</b>	means the share registrar appointed by the Company from time to time; and
<b>Special Resolution</b>	has the meaning assigned thereto by the Act.



## 2.2 Interpretation

- (a) words importing the singular number include the plural and vice versa;
- (b) words importing the masculine include the feminine gender;
- (c) words importing persons shall include firms, partnership, companies and corporations;
- (d) a reference to a statute or a statutory provision herein shall be deemed to include any modification, re-enactment or consolidation thereof and any regulations, rules, orders or other statutory instruments made pursuant thereto;
- (e) expressions referring to “**writing**” shall include unless the contrary intention appears, references to printing, lithography, photography and any other modes of representing or reproducing words, letters, figures or marks in a visible form or in any other form or manner, whether in hard copy or in electronic form sent by way of an electronic communication or otherwise in a form that allows the document and/or information to be easily accessible and reproduced into written, electronic or visible form;
- (f) expressions referring to “**electronic communications**” shall include, but shall not be limited to unless the contrary intention appears, references to delivery of documents or information in electronic form by electronic means to the electronic mail address or any other address or number of the addressee, as permitted by the Applicable Laws; and
- (g) the headings and sub-headings in this Constitution are inserted for convenience of reference only and shall not affect the interpretation and construction of the provision therein.

## 3. OBJECTS AND POWERS

### 3.1 Objects

The objects for which the Company is established are:-

- (a) To undertake and carry on the business of accident, employees’ liability, fidelity guarantee, contract guarantee and indemnity, third party, burglary or theft, fire, marine, storm, vehicle, disease, sickness, aviation, transit, plate glass and mortgage or other investment insurance, or any of them and to transact all or any other kinds and classes of insurances and reinsurances.
- (b) To carry on the business of an investment company, and for that purpose, to acquire and hold either in the name of the Company or in that of any nominee shares, stocks, debentures, debenture stock, bonds, notes, obligations, warrants, options and securities of all kinds issued or guaranteed by any corporation wherever incorporated, or issued or guaranteed by any government, public body or authority in any part of the world; to

acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations, warrants, options or securities by subscription, purchase, exchange, underwriting, tender or otherwise, and whether or not fully paid up and subject to such terms and conditions (if any) as may be thought fit to acquire, dispose, buy, sell or take over the entire or partial shareholding in any company, and to provide managerial, administrative, supervisory and consultancy services for or in relation to any company in which the Company is interested on such terms as may be thought fit.

- (c) To carry on any other business whether similar to the foregoing or not which may in the opinion of the Directors be conveniently carried on in connection with any business of the Company or calculated directly or indirectly to advance the Company's interest or enhance the value of or render profitable any of the Company's property or rights.

And it is hereby declared that the word "company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of person whether incorporated or unincorporated, and whether domiciled in Malaysia or elsewhere, and further that the objects specified in each paragraph of this clause shall be regarded as independent objects and accordingly shall, except where otherwise expressed in any paragraph, be in no way limited or restricted by reference to, or inference from the terms of any other paragraph or the name of the Company but may be carried out in as full and ample a manner and construed just as wide a sense if the said paragraph defined the objects of a separate distinct and independent company.

#### **4. SHARE CAPITAL**

##### **4.1 Class of shares**

The share capital, may be divided into several classes, and there may be attached thereto respectively any preferential, deferred qualified, or special rights, privileges or conditions or restrictions as to dividend, return of capital, voting or otherwise.

##### **4.2 Shares to be fully paid-up**

No shares shall be issued by the Company except either as fully paid-up shares or upon the terms that the shares shall be paid-up in full within a specified period not exceeding three months after allotment. The rights attaching to shares of a class other than ordinary shares shall be expressed.

##### **4.3 Allotment of shares**

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the terms of any subsisting agreement, provisions of this Constitution, Applicable Laws and to the provisions of any resolution of the Company, the Board may issue, allot or otherwise dispose of such shares to such persons at such price, on such terms and conditions, with such preferred, deferred or other special rights and subject to

such restrictions and at such times as the Board may determine but the Board in making any issue of shares shall comply with the following conditions:-

- (a) in the case of shares other than ordinary shares, no special rights shall be attached until the same have been expressed in this Constitution and in the resolution creating the same; and
- (b) no Director shall participate in a scheme that involves a new issuance of shares or other convertible securities to employees unless the Member in a general meeting have approved the specific allotment to be made to such Director.

#### 4.4 Special rights or restriction attached to shares

Without prejudice to the rights of holders of existing shares of the Company, any shares in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine.

#### 4.5 Preference shares

Subject to Applicable Laws, any preference shares may be issued on the terms that they are, or at the option of the Company are liable, to be redeemed and may be issued to rank equally with or in priority to preference shares already issued.

#### 4.6 Rights of preference shareholder

Notwithstanding anything herein, all preference shareholders shall be deemed to have the same rights as ordinary shareholders as regard receiving notices, annual reports and/or audited financial statements and attending general meeting of the Company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or winding up or sanctioning a disposal of the whole of the Company's property, business and undertaking or where the proposal to be submitted to the meeting directly, affects their rights or when the dividend or part of the dividend on the preference shares is more than six (6) months in arrears or during the winding-up of the Company.

#### 4.7 Amount payable on application

In the case of any offer by the Company of any of its shares to the public for subscription, the amount payable on application on each share so offered shall not be less than five per centum (5%) of the offer price of the share.

#### 4.8 Financial assistance

Unless otherwise provided in the Act, the Company shall not:-

- (a) give any financial assistance, whether directly or indirectly and whether by means of a loan, guarantee or the provision of security or otherwise, for the purpose of or in connection with a purchase or subscription made or to be made by any person for any shares in the Company or any shares in the holding company (if any) of the Company;
- (b) in any way, purchase, deal in or lend money on its own shares; or
- (c) give financial assistance, directly or indirectly for the purpose of reducing or discharging the liability, if a person has acquired shares in the Company or the holding company (if any) of the Company and the liability has been incurred by any person for the purpose of the acquisition of shares.

#### 4.9 Issue shares subject to different conditions

The Company may make arrangements on the issue of shares to differentiate between the holders of such shares in the amount of calls to be paid and the time of payment of such calls.

## 5. VARIATION OF RIGHTS

### 5.1 Modification of rights

If at any time the share capital, by reason of the issue of preference shares or otherwise, is divided into different classes of shares, the repayment of preference share capital other than redeemable preference share capital or all or any of the rights and privileges attached to each class may (subject to the provisions of the Act) be modified, commuted, affected, abrogated or dealt with by agreement between the Company and any persons purporting to contract on behalf of that class, provided such agreement approved in writing by the holders of at least seventy-five per centum (75%) of the issued shares of that class confirmed by a Special Resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meeting shall, mutatis mutandis, apply to every such meeting, but so that the quorum thereof shall be Member holding or representing by proxy(ies) two-thirds (2/3) of the issued shares of the class provided always that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing, if obtained from the holders of at least seventy-five per centum (75%) of the issued shares of the class concerned within two (2) months of the meeting, shall be as valid and effectual as a Special Resolution carried at the meeting. This Clause is not by implication to curtail the power of modification which the Company would have if this Clause were omitted.

### 5.2 Commission on subscription of shares

Subject to Applicable Laws, the Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company but so that if the commission shall be paid or payable out of capital the statutory conditions and requirements shall be observed and complied with and

the commission shall not exceed ten per centum (10%) of the price at which the shares are issued. The commission may be paid or satisfied in cash or in shares, debentures or debenture stock of the Company.

5.3 Trust not to be recognised

Except as required by the Act, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future, or partial interest in any share or unit of share or (except only as by this Constitution or by law otherwise provided) any other rights in respect of any share except in an absolute right to the entirety thereof in the registered holder.

5.4 Shares certificates

Subject to Applicable Laws, every member shall be entitled to request, without payment, for a share certificate within sixty (60) days from the date of the Company's receipt of such member's application for a share certificate, one (1) certificate under the Seal for all the shares registered in his name, specifying the shares to which it relates and the amount paid up thereon; provided that in the case of joint holders the Company shall not be bound to issue more than one (1) certificate and delivery of such certificate to any one of them shall be sufficient delivery to all.

Every certificate shall be issued under the share seal or Seal in such form as the Board shall from time to time prescribe and shall bear the signature of at least two (2) Directors or a Director and the Secretary or some other person appointed by the Board in place of the Secretary; and shall specify the number and class of shares or securities to which it relates and the issue price of the shares or securities.

5.5 New certificate may be issued

Subject to the provisions of the Act, if a certificate be worn out or defaced or lost or stolen or destroyed, it may be renewed or replaced on payment of such fee not exceeding Ringgit Malaysia Fifty (RM50.00) and on such terms as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in investigating evidence as the Directors think fit.

## 6. CALLS ON SHARES

6.1 Board may make calls

The Board may from time to time make such calls as they think fit upon the Member in respect of any moneys unpaid on the shares held by them respectively, and not by the conditions of allotment thereof made payable at fixed times. Each Member or his legal representative shall (subject to receiving at least fourteen (14) days' notice specifying the date, time and place of payment except in the case of calls payable at fixed times pursuant to the conditions of allotment) pay the amount of every call so made on him to the Company and at the time and

places as specified in the notice. A call may be revoked or postponed as the Board may determine.

6.2 When call deemed made

A call shall be deemed to have been made at the time when the resolution of the Board authorising such call was passed. Any call may be made payable either in one sum or by instalments. No Member shall be entitled to receive any dividend or to exercise any privilege as a Member until he shall have paid all calls for the time being due and payable on every share held by him together with interest and expenses (if any).

6.3 Terms of issue may be treated as call

If by the terms of issue of any shares or otherwise any amount is made payable at any fixed times or by instalments at fixed times, on account of the amount of the share, every such amount or instalment shall be payable as if it were a call duly made by the Board and of which due notice had been given, and all the provisions herein contained in respect of calls, forfeiture or otherwise shall relate to such amount or instalment accordingly.

6.4 Interest on unpaid calls

If the sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or the instalment shall be due shall pay interest for the same at such rate not exceeding eight per centum (8%) per annum from the day appointed for the payment thereof to the time of the actual payment as the Board may determine. Notwithstanding the foregoing, the Board may waive the payment of such interest wholly or partly as they deem fit.

6.5 Evidence in action for call

On the trial or hearing of any action for the recovery of any money due for any call it shall be sufficient to prove that the name of the Member sued is entered in the Register as the holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the Member sued in pursuance of this Constitution, and that such call or instalment has not been paid, and it shall not be necessary to prove the appointment of the Board who made such call or that the meeting at which any call was made was duly convened and constituted or any other matter whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.

6.6 Calls may be paid in advance

The Board may, if they think fit, receive from any Member willing to advance the same, all or any part of the money due upon the shares held by him, beyond the sums actually called for and upon the money so paid in advance, or so much thereof as from time to time exceeds the

amount of calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate not exceeding eight per centum (8%) per annum (unless the Company in general meeting shall otherwise direct) as may be agreed upon by the Member paying such sum in advance and the Board, but such amount paid in advance of calls shall not, whilst carrying interest, confer a right to participate in dividend.

#### 6.7 Liability of joint holders

The joint holders of a share shall be jointly and severally liable to pay all calls and instalment in respect thereof.

### 7. LIEN

#### 7.1 Company's lien on shares

The Company shall have a first and paramount lien upon all the shares (not being fully paid-up shares) registered in the name of each Member and shall be restricted to such unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by laws to pay and has paid in respect of the shares of the Member or deceased Member. Any such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer shall operate as a waiver of the Company's lien (if any) on such shares. The Board may at any time declare any share to be wholly or in part exempted from the provisions of this Clause.

#### 7.2 Lien may be enforced by sales of shares

For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as a sum in respect of which the lien exists is presently payable and until there is default in payment of the same at the expiration of fourteen (14) days from a written notice, stating and demanding payment of such part of the amount in respect of which the privilege or lien exist as is presently payable has been 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.

#### 7.3 Application of proceeds of sale

The proceeds of the sale after payment of the amount of all costs of such sale and of any attempted sale shall be received by the Company and applied in payment of such part of the amount in respect of which lien exists as is presently payable and the residue, if any, shall (subject to a similar lien for sums not presently payable which exists over the shares before the sale) be paid to the person entitled to the shares at the date of the sale or his executors, administrators or assignees or as he directs.

7.4 Board may effect transfer

To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and the Board shall not be bound to see to the application of the purchase money, nor shall the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings relating to the sale.

**8. FORFEITURE OF SHARES**

8.1 Consequences of final payment not made

All shares issued by the Company otherwise than as fully paid-up shares shall be deemed to be issued upon the condition that if not paid for in full before the expiration of one week from the date upon which final payment was due, they shall be forfeited by the Board and it shall be the duty of the Board at the expiration of that period to forfeit the said shares. Notice of the forfeiture of any such shares shall forthwith be given to the Member.

8.2 Notice requiring payment

Subject to the provisions of Clause 8.1 hereof, if any Member fails to pay any call or instalment on or before the day appointed for the payment of the same, the Board may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Member requiring him to pay the same together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

8.3 Particulars in notice

The notice shall name a day (not being less than fourteen (14) days from the date of service of the notice) and a place or places on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

8.4 Forfeiture

If the requisitions of any such notice as mentioned in Clause 8.3 are not complied with, any shares in respect of which the notice has been given may at any time thereafter before the payment of all calls or instalments, interest, and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.



8.5 Notice of forfeiture

When any shares shall have been so forfeited, a notice of forfeiture must be sent to the Member immediately prior to the forfeiture, within fourteen (14) days of the date of forfeiture, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register but no forfeiture shall in any manner be invalidated by any omissions or neglect to give such notice or to make such entry as aforesaid.

8.6 Forfeited shares become property of the Company

Any share so forfeited or forfeited under the provisions of Clause 8.1 hereof shall thereupon be deemed to be the property of the Company, and the Board may sell, re-allot or otherwise dispose of the same in such manner as the Board thinks fit. Certificates or other documents of title relating to forfeited shares shall be returned to the Company.

8.7 Power to annul forfeiture

Subject to the provisions of Clause 8.1 hereof the Board may at any time, before any share so forfeited shall have been sold, re-allotted, or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit.

8.8 Liability of Member in respect of forfeited shares

Any Member whose shares have been forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture until payment at the rate of eight per centum (8%) per annum, and the Board may enforce the payment thereof if they think fit, but shall not be under any obligation to do so.

8.9 Procedure for sale of forfeited shares

The Company may receive the consideration, if any, given for a forfeited share on any sale, re-allotment or disposition thereof and may execute the transfer of the share in favour of the person to whom the share is sold or disposed of and he shall be registered as the Member and shall not have his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. Subject to any lien for sums not presently payable, if any, any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls or instalments payable at fixed times and accrued interest and expenses shall be paid to the person entitled to the shares immediately before the forfeiture thereof or his executors, administrators or assignees or as he directs.

8.10 Surrender of shares

The Board may accept a surrender of any shares when they are in a position to forfeit such share or by way of compromise of any question as to the holder being properly registered in respect thereof or in any other case allowed by law.

**9. INFORMATION OF SHAREHOLDING**

9.1 Company may require any information of a Member

The Company may, by notice in writing, require any Member within such reasonable time as is specified in the notice:-

- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee; and
- (b) if he holds the voting shares as trustee, to indicate so far as he/she can, the persons for whom he holds the voting shares by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.

9.2 Company may require any information of beneficial interest

Where the Company is informed in pursuance of a notice given to any person under Clause 9.1 hereof or this Clause that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:-

- (a) to inform the Company whether he holds that interest as beneficial owner or as trustee; and
- (b) if he holds the interest as trustee, to indicate so far as he can, the persons for whom he holds such interest by name and by other particulars sufficient to enable them to be identified and the nature of their interest.

**10. TRANSFER OF SHARES**

10.1 Instrument of transfer

Subject to the restrictions under this Constitution, shares shall be transferable by a duly executed and stamped instrument of transfer as required by Applicable Laws, and shall be left at the Office accompanied by the certificate of the shares (if any such certificates was previously issued to such member) to be transferred and such other evidence (if any) as the Board may reasonably require to show the right of the transferor to make the transfer, and thereupon the Company shall, subject to the powers vested in Board by this Constitution, register the transferee as a shareholder and retain the instrument of transfer.

For the purpose of this Clause, the instrument of transfer of any share shall be in writing in the usual common form or in such form as the Board shall from time to time approve.

10.2 Transfer to be executed by both parties

The instrument of transfer of any share shall be executed by or on behalf of both transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

10.3 Board may refuse to register a transfer

The transfer of any share must first be approved by the Board. The Board may, in their discretion:-

- (a) refuse to register a transfer of any share to any person to whom they do not approve;
- (b) refuse to register a transfer of any share on which the Company has a lien; or
- (c) refuse or delay the registration of transfer of shares where 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.

If the Board refuse to register a transfer, they shall pass a resolution within thirty (30) days after the date on which the transfer was lodged with the Company and the resolution shall set out in full the reasons for refusing or delaying the registration and the notice of resolution shall be sent to the transferor and to the transferee within seven (7) days of the resolution being passed.

10.4 Transfer fee

The Company shall be entitled to charge a fee not exceeding Ringgit Malaysia One (RM1.00) on the registration of every transfer.

## 11. TRANSMISSION OF SHARES

11.1 Transmission on death

In the case of the death of a Member or debenture holder, the person recognised as having any title to his interest in the shares or debentures shall be:-

- (a) where the deceased was a sole holder, the legal personal representatives of the deceased; and
- (b) where the deceased was a joint holder, the survivor

but nothing in this Clause shall release the estate of the deceased joint holder from any liability in respect of any share or debenture which had been jointly held by him with other persons.

#### 11.2 Share of deceased or bankrupt Member

Subject to any other provisions of this Constitution, any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence as to his title being produced as may from time to time be required by the Board in their absolute discretion, and subject as hereinafter provided either be registered himself as holder of the share or transfer the share to some other person, but the Board shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy.

#### 11.3 Notice of election

Subject to any other provisions of this Constitution, if the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company, a notice in writing signed by him stating that he so elects. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the shares. All the limitations, restrictions and provisions of this Constitution relating to the rights to transfer shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were signed by such Member.

#### 11.4 Rights of unregistered executors and trustees

Subject to any other provisions of this Constitution, a person becoming entitled to a share in consequence of the death or insolvency of a Member shall be entitled to receive and give a discharge for any dividends or other moneys payable in respect of the share, but shall not be entitled to vote at meetings of the Company or (save as aforesaid) to any of the rights or privileges of a Member until he shall have become a Member in respect of the share.

## 12. CONVERSION OF SHARES INTO STOCK

#### 12.1 Shares may convert into stock

The Company may, from time to time, by Ordinary Resolution passed at a general meeting, convert all or any of its paid-up shares into stock and may from time to time, in like manner, re-convert any such stock into paid-up shares of any denomination.

#### 12.2 Stock may be transferred

When any shares have been converted into stock, the stockholders may transfer the same or any part thereof in the same manner and subject to the same in this Constitution and subject to which the shares from which the stock arose might, before the conversion, have been transferred, or as near thereto as circumstances will admit; but the Board may, if they think fit,

from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of that minimum.

#### 12.3 Participation of stockholders

The stockholders shall according to the amount of stock held by them, have the same rights, privileges and advantages with regard to dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such rights, privileges or advantages (except the participation in the dividends and profits of the Company and in the assets on winding up), shall be conferred by any amount of the stock which would not, if existing in shares, have conferred such rights, privileges or advantages.

#### 12.4 Definition

All such provisions of this Constitution as are applicable to paid-up shares shall apply to stock and in all such provisions the words "share" and "shareholder" shall include "stock" and "stockholder".

### 13. ALTERATION OF CAPITAL

#### 13.1 Power to alter share capital

The Company may by Special Resolution:-

- (a) Consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.
- (b) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken, by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.
- (c) Subdivide its shares or any of the shares, whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.
- (d) Reduce its capital in any manner authorised by the Act.

### 14. INCREASE OF CAPITAL

#### 14.1 Increase of share capital

Subject to the Applicable Laws, the Company may from time to time by Ordinary Resolution increase its share capital by the creation of new shares of such amount as prescribed in the resolution.

14.2 Terms and conditions of issuance of new shares

The new shares shall be issued upon such terms and conditions, and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct, and if no direction be given, as the Board shall determine and in particular such shares may be issued with a preferential or qualified right to dividends, and in the distribution of assets of the Company, and with a special or without any right of voting.

14.3 Issuance of new shares to Member

Subject to 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. 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 Board may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Board 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 Board, be conveniently offered under this Clause.

14.4 Ranking of new shares

Except so far as otherwise provided by the conditions of issue or by this Constitution, any share capital raised by the creation of new shares shall be considered part of the original share capital, and shall be subject to the provisions herein contained with reference to the payment of calls and installments, transfer and transmission, forfeiture, lien, surrender and otherwise.

**15. GENERAL MEETING**

15.1 General meeting

The Company shall in every calendar year hold an annual general meeting in addition to any other meetings held in that year, within six (6) months of the Company's financial year end and not more than fifteen (15) months after the last preceding annual general meeting. All other general meetings of the Company shall be called "extraordinary general meeting".

15.2 Requisition of meeting

A meeting of Member other than an annual general meeting shall be convened on such requisition as referred to the relevant provisions of the Act, or if the Company makes default in convening a meeting in compliance with a requisition received pursuant to the relevant provisions of the Act, a meeting may be convened by the requisitionists in the manner provided in the relevant provisions of the Act. Any meeting convened by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board.

15.3 Business of meetings called by requisition

In the case of an extraordinary general meeting called in pursuance of a requisition no business other than that stated in the requisition as the objects of the meeting shall be transacted.

15.4 Notice of meeting

The notices convening general meeting shall specify the place, date and time of the meeting, and shall be given to all Member, Board and Auditors of the Company at least fourteen (14) days before the meeting or at least twenty-one (21) days before the meeting where any Special Resolution is to be proposed or where it is an annual general meeting. Any notice of a 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. The notice of convening a meeting to consider a Special Resolution or an Ordinary Resolution shall specify the intention to propose the resolution as a Special Resolution or an Ordinary Resolution, as the case may be.

15.5 Omission to give notice

The accidental omission to give any notice of any meeting to or non-receipt of any such notice by any of the Member shall not invalidate the proceedings at any general meeting or any resolution passed thereat.

15.6 General meeting at more than one venue

- (a) A general meeting may be held at more than one (1) venue using any technology or method that enables the Member to participate and to exercise the Member's rights to speak and vote at the meeting.
- (b) The main venue of all general meetings shall be within Malaysia at such time and place as the Board shall determine. The Chairman shall be present at that main venue of the meeting.

## 16. PROCEEDINGS AT GENERAL MEETING

### 16.1 Business at meeting

The business of an annual general meeting shall be to lay the audited financial statements, the Directors' and Auditors' report, to elect Directors in place of those retiring by rotation or otherwise, to appoint and fix the remuneration of Auditors or determining the manner in which such remuneration is to be fixed, to declare dividends, to approve Directors' fees and benefits payable to Board, and to transact any other business which under this Constitution ought to be transacted at an annual general meeting.

### 16.2 Chairman of general meeting

The Chairman of the Board shall be entitled to take the chair at every general meeting or if there be no Chairman, or, if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding such meeting, the Directors present shall choose one (1) of the Directors to act as Chairman of the meeting or if one Director only is present he shall preside as the Chairman if he is willing to act. If no Director be present, or if all the Directors present decline to take the chair, then the Member present in person and entitled to vote shall choose one of their number to be Chairman. However, a proxy shall not be eligible for election as Chairman of the meeting and Section 336 of the Act shall not apply.

### 16.3 Chairman shall regulate the meeting

Subject to and in accordance with the provisions of the Act and such other relevant law, regulation or guideline, the Chairman is allowed and shall have power, to the fullest extent permitted, to determine and/or regulate the proceedings at a general meeting including, where appropriate to determine the voting process in which a specific resolution shall be carried.

### 16.4 Quorum

No business shall be transacted at any general meeting unless a quorum is present. Save as herein otherwise provided, two (2) Members present in person and entitled to vote thereat shall form a quorum. In the case, if the Company having only one (1) Member, one (1) Member present in person and entitled to vote thereat shall form a quorum. For the purpose of this Clause, "Member" includes a person attending by proxy or by attorney or as duly authorised representative of a corporation which is a Member. A Member of the Company shall be entitled to be present and to vote at any general meeting in respect of any share or shares upon which all calls due to the Company have been paid.

For the avoidance of doubt, the term "**present**" means either Member attending in person and/or, where they are not physically present in the same place, by means of any technological devices or by means of audio and/or visual conference, electronic communication or other communication facilities by which all Member participating and



constituting a quorum can simultaneously hear each other and to give Member a reasonable opportunity to participate, exercise their right to speak and vote at the meeting.

#### 16.5 Adjournment

If within half hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon such requisition of Member shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week (or if that day is a public holiday, then to the next business day following that public holiday) at the same time and place, or to such other day, time and place as the Board may determine. If at such adjourned meeting a quorum is not present, the Member who is present shall be a quorum, and may transact the business for which the meeting was called.

#### 16.6 Adjournment with consent of meeting

The Chairman of a meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

#### 16.7 Resolution

At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless:-

- (a) a requirement to determine a resolution put to vote at the general meeting by poll is mandated under the Applicable Laws; or
- (b) before or on the declaration of the result of the show of hands, a poll is demanded by either:-
  - (i) the Chairman; or
  - (ii) at least three members present in person or by proxy having the right to vote at the meeting; or
  - (iii) by any member present in person or by proxy and representing not less than ten per centum (10%) of the total voting rights of all the members having the right to vote at the meeting; or
  - (iv) by a member holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than ten per centum (10%) of the total paid up shares conferring that right.

Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or loss, shall be conclusive, and an entry to that effect in the minutes of the proceeding of the Company shall be conclusive evidence thereof without proof of the number or proportion of the votes recorded in favour of or against such resolution.

16.8 Poll

A poll shall be taken in such manner and either forthwith or after an interval or adjournment or otherwise as the Chairman directs and the result of the poll shall be the resolution of the meeting at which the poll was taken, but a poll demanded on the election of Chairman or on a question of adjournment shall be taken immediately. On a resolution to be decided by a poll, every Member voting in person or by proxy or by attorney shall have one (1) vote for each share held by such Member.

16.9 Business may proceed notwithstanding demand of poll

The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

16.10 Votes of Member

Subject to any special rights or restrictions as to voting upon which any shares may be held, on a show of hands every Member present in person or by proxy, or attorney, or by a duly authorised representative and entitled to vote, shall have one vote only. Upon a poll every Member present in person, by proxy, or attorney or by a duly authorised representative entitled to vote, shall have one vote for every share held by such Member.

16.11 Split votes

On a poll, a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

16.12 Votes of joint holders of share

In the case of joint holders, the vote of the senior, who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holder, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

16.13 Voting in case of lunatics

A Member who is of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote, by his committee or by such other person who properly has the management of his estate and any such committee or other person may vote by proxy or attorney.

16.14 Member barred from voting while call unpaid

Subject to the Applicable Laws, no Member shall be entitled to be present or to vote on any question, either personally or by proxy, or as proxy for another Member, at any general meeting, or upon a poll, or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such Member are due and unpaid.

16.15 Objection to qualification of voter

Subject to the Applicable Laws, no objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

16.16 Minutes of general meetings and resolutions

Minutes shall be made in books provided for the purpose of all resolutions and proceedings at general meetings and any such minutes if signed by the Chairman of the meeting to which they relate or by the Chairman of the next succeeding general meeting, shall be receivable as evidence of the facts therein stated without further proof. Such books shall be kept at the Office of the Company and be made available for inspection by any Member without charge. Any Member shall be entitled to be furnished with a copy of any minutes specified under the relevant provisions of the Act within fourteen (14) days after he has made a request in writing to the Company at a charge not exceeding Ringgit Malaysia Two (RM2) for every one hundred (100) words.

**17. PROXY**

17.1 Appointment of proxy

A Member may appoint more than one proxy in relation to a meeting, provided that the Member specifies the proportion of such Member's shareholdings to be represented by each proxy. An instrument appointing a proxy shall be in writing and:-

- (a) in the case of an individual, shall be signed by the appointer or by his attorney; and
- (b) in the case of a corporation, shall be either under its common seal or signed by its attorney or by an officer on behalf of the corporation.

The Board may, but shall not be bound to, require evidence of the authority of any such attorney or officer.

17.2 Rights of proxy

Subject to Applicable Laws, any proxy or duly authorised representative appointed to vote and attend instead of a Member, shall have the same right as the Member to speak at the meeting and be entitled to vote on any question at any general meeting

17.3 Proxy form

The instrument appointing a proxy shall be in such form as the Board may from time to time prescribe or approve.

17.4 Delivery of instrument appointing proxies

The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place within Malaysia or in such other manner as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote or in case of a poll, not less than twenty-four (24) hours before the time appointed for taking of the poll and in default the instrument of proxy shall not be treated as valid or in such other period(s) as may be provided or permitted under the Act and stipulated in the form of proxy or in the notice of meetings.

17.4 (A) Appointment of Proxy via Electronic Communication

- (a) Subject to the Applicable Laws, the Company or Share Registrar may accept the appointment of proxy received by electronic communication on such terms and subject to such conditions as they consider fit. The appointment of proxy by electronic communication shall be in accordance with this Clause and shall not be subject to the requirements of Clause 17.4.
- (b) For the purposes of this Clause, the Company and Share Registrar may require such reasonable evidence they consider necessary to determine and verify:-
  - (i) the identity of the Member and the proxy; and
  - (ii) where the proxy is appointed by a person acting on behalf of the Member, the authority of that person to make the appointment.
- (c) Without prejudice to Clause 17.4(A)(a), the appointment of a proxy by electronic communication must be received at the Electronic Address specified by the Company in the notice of meeting and shall be subject to any terms, conditions or limitations specified therein.
- (d) An appointment of proxy by electronic communication must be received at the Electronic Address specified by the Company pursuant to Clause 17.4(A)(c) not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

- (e) An appointment of proxy by electronic communication which is not made in accordance with this Clause shall be invalid.
- (f) For the purpose of this Clause, "Electronic Address" refers to any number or address used for the purposes of sending or receiving documents or information by electronic means.

17.5 Validity of vote given under proxy

A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid, notwithstanding the previous death or unsoundness of mind of the principal or revocation of the proxy or transfer of the share in respect of which the instrument is given, if no intimation in writing of such death, unsoundness of mind, revocation or transfer as aforesaid has been received at the Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

**18. DIRECTOR**

18.1 Number of Directors on the Board

Until otherwise determined by general meeting, the number of Directors shall not be less than two (2) and not more than ten (10).

18.2 Number of Directors below minimum

The remaining Directors may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to this Constitution, the remaining Directors 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 of the Company.

18.3 Share qualification

A Director shall not be required to hold any share qualification in the Company.

18.4 Vacation of office of Directors

Subject to Applicable Laws, the office of Directors shall be vacated on the happening of any of the following, if he:-

- (a) resigns his office by notice in writing to the Company and the notice is deposited at the Office;
- (b) has retired in accordance with the Act or under this Constitution and is not re-elected;
- (c) is removed from his office as Director in accordance with the Act or the provisions herein;
- (d) becomes disqualified from being a Director under the relevant provisions;
- (e) 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; and
- (f) dies.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless prior to the doing of such act written notice has been served upon the Director or any entry has been made in the Board meeting minutes stating that such Director has ceased to be a Director of the Company.

#### 18.5 Directors' fees and benefits

The Directors' fees, and any benefits payable to the Directors including any compensation for loss of employment and ex-gratia payments of a Director shall from time to time be determined by an Ordinary Resolution of the Company in general meeting and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree provided always that:-

- (a) fees payable to non-executive Directors shall be by a fixed sum (if any) and not by a commission on or percentage of profits or turnover; and
- (b) if any Director, being willing and having been called upon to do so, shall render or perform extra or special services of any kind, including services on any committee established by the Board, or shall travel or reside abroad for any business or purposes of the Company, he shall be entitled to receive such remuneration as the Board may think fit, and such remuneration may, as the Board shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses of the Company.

Fees or benefits payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.

#### 18.6 Reimbursement of expenses

The Directors shall be paid their travelling and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred by them in attending meetings of the Board or any committee of the Board or general meetings.

#### 18.7 Directors holding office of profits

Subject to Applicable Laws, a Director shall not be disqualified by reason of his holding any other office or place of profit under the Company except that of Auditors, and he or any firm of which he is a member may act in a professional capacity for the Company in conjunction with his office of Director, and may be appointed thereto upon such terms as to remuneration, tenure of office and otherwise as the Board may approve.

18.8 Directors may contract with Company

Subject to the Applicable Laws, no Director shall be disqualified by his office as such from contracting with the Company either as vendor, purchaser, lender, agent, broker or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or with any company or partnership of or in which any Director shall be a member or otherwise interested be avoided, nor shall any Director so contracting or being such member or so interested be liable to account to the Company for any profit realised by such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established, but the nature of his interest must be disclosed by him at the meeting of the Board at which the contract or arrangement is determined on, if the interest then exists or in any other case at the first meeting of the Board after the acquisition of the interest.

For the purpose of this Clause, a general notice given to the Board at Board's meeting to that effect that he is a member or officer of any specified corporation, company or firm and is to be regarded as interested in any contract which may thereafter be made with that corporation, company or firm shall be deemed a sufficient declaration of interest in relation to any contract so made if it specifies the nature and extent of the interest in the specified corporation, company or firm and his interest is not different in nature or greater in extent than the nature and extent so specified in the general notice at the time any contract is so made.

18.9 Disclosure of interest and restriction on discussion and voting

Every Director shall declare his interest in the Company and his interest in any contract or proposed contract with the Company as may be required by the law. Subject to Applicable Laws, a Director shall not participate in any discussion or vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest and if he shall do so his vote shall not be counted. A Director shall, notwithstanding his interest, be counted in the quorum for any meeting where a decision is to be taken upon any contract or proposed contract or arrangement in which he is in any way interested.

18.10 Power to vote

Subject to Clause 18.9 thereof, a Director may vote in respect of:-

- (a) any arrangement for giving the Director himself or any other Director, any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of security.

18.11 Directors may become directors of other corporation

A Director of the Company may be or become a director or other officer of or otherwise be interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation, which is directly or indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a director or officer of, or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Board may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as directors of such other corporation in such manner and in all aspects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the directors or other officers of such corporation) and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be, or is about to be appointed, a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid provided always that he has complied with the relevant provisions of Applicable Laws and of this Constitution.

**19. ROTATION OF DIRECTOR**

19.1 Retirement of Directors

An election of Directors shall take place each year at the annual general meeting of the Company where 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 one-third (1/3), shall retire from office and be eligible for re-election provided always that all Directors shall retire from office once at least in each three (3) years. A retiring Director shall retain office until the close of the meeting at which he retires.

19.2 Selection of Directors to retire

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

19.3 Filling of vacancies

The Company at any general meeting at which Directors retire in the manner aforesaid may fill up the vacated offices by electing a like number of persons to be Directors and without notice in that behalf may fill up any other vacancies.



19.4 Retiring Director deemed to be re-elected

The Company at any general meeting at which a Director so retires may fill the vacated office by electing a person thereto, unless at that meeting it is expressly resolved not to fill the vacated office or a resolution for the re-election of the Director retiring at the meeting is put to the meeting and lost or some other person is elected as Director, a retiring Director shall, if offering himself for re-election and not being disqualified under Applicable Laws from holding office as a Director, be deemed to have been re-elected.

19.5 Power to increase or reduce number of Directors

Subject to Applicable Laws, the Company may from time to time by Ordinary Resolution passed at a general meeting increase or reduce the number of Directors but minimum number of Directors shall be two (2) and may also determine in what rotation such increased or reduced number is to retire from office.

19.6 Power to remove Directors

The Company may by Ordinary Resolution of which special notice is given in accordance with the relevant provisions of the Act, remove any Director before the expiration of his period of office and may if deemed fit by Ordinary Resolution appoint another qualified person in his stead. The person so appointed shall hold office for as long as the Director in whose place he is appointed would have held the same if he had not been removed.

19.7 Power to appoint Directors

Subject to the Applicable Laws, the Board shall have power at any time, and from time to time, to appoint any other qualified person as a Director, either to fill a casual vacancy or as an addition to the existing Board, but the total number of Directors shall not at any time exceed the maximum number fixed in accordance with this Constitution. Any Director so appointed shall hold office only until the next following annual general meeting of the Company, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.

19.8 Notice of candidate as a Director

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 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 Board for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the registered holders of shares at least seven (7) days before the meeting at which the election is to take place.

## **20. MANAGING DIRECTOR**

### **20.1 Board may appoint Managing Director**

Subject to Applicable Laws, the Board may from time to time appoint one or more of their body to be Managing Director or Managing Directors, for such period not exceeding three (3) years at such remuneration and upon such term as to the duties to be performed, the powers to be exercised and all other matters as they think fit, but so that no Managing Director shall be invested with any powers or entrusted with any duties which the Board themselves could not have exercised or performed. The remuneration of a Managing Director may be by way of salary or participation in profits, or by any or all of those modes (but may not include a commission on or percentage of turnover), and it may be made a term of his appointment that he be paid a pension or gratuity on retirement from his office. The Managing Director shall be subject to the control of the Board.

### **20.2 Provisions for Managing Director**

A Managing Director shall (subject to the provisions of any contract between him and the Company) be subject to retirement in accordance with the provisions of Clause 19.1 and be subject to the same provisions as to removal as the other Directors of the Company, and if he ceases to hold the office of Director he shall, ipso facto and immediately, cease to be a Managing Director.

## **21. PROCEEDING OF DIRECTORS**

### **21.1 Board's meeting**

The Board may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit. A Director may at any time and the Secretary shall on his requisition summon a Board's meeting. The quorum necessary for the transaction of the business of the Board shall be fixed by the Board from time to time and unless so fixed, more than half of the Board shall constitute a quorum.

### **21.2 Tele-conferencing**

All or any of the members of the Board or committee may participate in a Board's meeting or meeting of committee by means of a conference telephone, video conference or similar electronic telecommunication device which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, if there is no such group, where the Chairman of the meeting then is.

21.3 Chairman of Board

The Board may elect one (1) of their numbers as Chairman, and determine the period for which he is to hold office but if no such Chairman is elected, or if at any Board's meeting, the Chairman is not present within fifteen (15) minutes after the time appointed for the commencement of the meeting, the Directors present shall choose one (1) of their number to be the Chairman of such meeting.

21.4 Chairman to have a casting vote

Any questions arising at any Board's meeting shall be decided by a majority of votes and in case of any equality of votes, the Chairman of the meeting shall have a second or casting vote. However, in the case of an equality of votes and where two (2) Directors form a quorum, the Chairman of a meeting at which only such a quorum is present, or at which only two (2) Directors (including the Chairman) are competent to vote on the question at issue, the Chairman shall not have a second or casting vote.

21.5 Power to appoint committee and delegation of power

The Board may delegate any of their powers to any officers of the Company, including the chief executive officer or to committee consisting of such member or members of their body as they think fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed by the Board.

21.6 Board to approve the proceedings of committee

The procedures of the meetings and the proceedings of any committee consisting of two (2) or more members shall be determined by the Board from time to time.

21.7 Directors' act to be valid

All acts done at any Board's meeting, or at a meeting of committee or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there were some defects in the appointment of such Directors or person acting as aforesaid, or that they or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

21.8 Authority of Board's meetings

A Board's meeting for the time being, at which a quorum is present, shall be competent to exercise all or any of the authorities, powers, and discretions by or under this Constitution vested in or exercisable by the Board generally.

21.9 Resolution in writing and other forms

A resolution in writing, signed by a majority of the Directors for the time being, shall be as valid and effectual as if it had been passed at a Board's meeting duly called and constituted. Any such resolution may consist of several documents in like form, each signed by one or more Directors, may be transmitted by facsimile or other forms of electronic means to the Secretary. The expression "signed" include approval by any forms of electronic means.

21.10 Minutes of the meeting

Any minutes of any Board's meeting, or of any committee, or of the Company if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting and if so signed, shall be receivable as prima facie evidence of the matters stated in such minutes.

**22. POWER AND DUTIES OF DIRECTORS**

22.1 General power of Company vested in Board

- (a) The management of the business and the control of the Company shall be vested in the Board, who, in addition to the powers and authorities by this Constitution expressly conferred upon them, may exercise with full power of substitution and delegation, all such powers and do all such acts and things as the Company's Constitution, the Act or otherwise authorise to exercise, and are not hereby or by any written law expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to the provisions of this Constitution, the Act and any regulations from time to time made by the Company in general meeting; provided that no regulations shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.
- (b) The general powers given by this Constitution shall not be limited or restricted by any special authority or power given to the Board or by any other Clauses in this Constitution.
- (c) Subject to the Applicable Laws, the Board shall not, save with the consent of the Member in general meeting, dispose of a substantial portion of the Company's main undertaking or property.

22.2 Specific power given to the Board

Without prejudice to the general powers conferred by Clause 22.1, and the other powers conferred by this Constitution and the Applicable Laws, the Board shall have the following powers:-

- (a) To purchase or otherwise acquire for the Company any business or businesses, property, rights or privileges which the Company is authorised to acquire, at such price, and generally on such terms and conditions as they think fit.

- (b) At their discretion to pay for any rights acquired by, or services rendered to the Company, either wholly or partially in cash, or in shares, bonds, debentures, or other securities of the Company; and any such shares may be issued either as fully paid-up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures, or other securities, may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.
- (c) To secure the fulfilment of any contracts or engagements entered into by the Company by mortgage or charge of all or any of the property of the Company and its unpaid capital for the time being or in such other manner as they may think fit.
- (d) To appoint any persons to be chief executive officer, managers, secretaries, officers, clerks, agents, and servants, for permanent, temporary or special services as they may from time to time think fit, to determine their duties and to fix their salaries or emoluments, and to require security in such instances and to such amounts as they think fit, and at their discretion to remove or suspend any persons so appointed.
- (e) To accept from any Member on such terms and conditions as shall be agreed, a surrender of his shares, or any part thereof.
- (f) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested, or for any other purpose, and to execute and do all such deeds and things as may be requisite in relation to any such trust.
- (g) To institute, conduct, defend, compromise, compound or abandon any legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due to, and of any claims or demands by or against the Company.
- (h) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (i) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (j) To act on behalf of the Company in all matters relating to bankrupts, insolvents or liquidating debtors.
- (k) To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and from time to time to vary or realise such investments.
- (l) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability, whether as principal or surety, for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit, and any such mortgage may contain a power of sale and such other powers, covenants, and provisions as shall be agreed on.

- (m) To give to any person a commission on the profits of any particular business or transaction, or a share in the general profits of the Company, and such commission or share of profits shall be treated as part of the working expenses of the Company.
- (n) Before recommending any dividends, to set aside out of the profits of the Company, such sum as they think proper as a reserve to meet contingencies, or for special dividends or for repairing, improving, and maintaining any of the properties of the Company, and for such other purposes as the Board shall, in their absolute discretion, think conducive to the interests of the Company, and to invest the several sums set aside upon such investments as they may think fit, and, from time to time, to deal with and vary such investments (other than shares of the Company) and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve into such special accounts as they shall think fit, with full power to employ the assets constituting the reserve in the business of the Company, and without being bound to keep the same separate from the other assets.
- (o) From time to time to make, vary and repeal by-laws for the regulation of the business of the Company, its officers and servants, or the Member of the Company, or any section thereof.
- (p) So far as is consistent with this Constitution, to enter into all such negotiations and contracts, and rescind and vary all such contracts, and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matters aforesaid, or otherwise for the purposes of the Company.
- (q) From time to time to provide for the management of the affairs of the Company in any part of the world in such manner as they shall think fit, and the provisions contained in the next two following sub-Clauses shall be without prejudice to the general powers conferred by this Clause.
- (r) From time to time and at any time to establish any local board for assisting in the direction of the affairs of the Company, in any country or countries, place or places, and to appoint any one or more of their number, or any other person or persons to be members of such local Board, and to fix their remuneration. The Board from time to time and at any time may delegate to any person so appointed any of the powers, authorities and discretions for the time being vested in the Board, other than their power of making calls, forfeiting shares, borrowing money, or filling casual vacancies in the office of Director, and may authorise the members for the time being of any such local Board, or any of them, to fill up any vacancies therein and to act notwithstanding vacancies and any such appointment or delegation shall be made on such terms and subject to such conditions as the Board may think fit, and the Board may at any time remove any person so appointed, and may annul or vary any such delegation.
- (s) At any time and from time to time, by power of attorney under the Seal, to appoint any person or persons to be attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding these vested in or exercisable by the Board under this Constitution), and for such period and subject to such conditions as the Board may from time to time think fit.

- (t) To authorise any such delegate or attorney as aforesaid to sub-delegate all or any of the powers, authorities, and discretions for the time being vested in him.
- (u) To acquire by purchase, lease, exchange or otherwise for investment or resale or to sell, let on lease or license and deal in and generally to transact in land, estate, houses, buildings, flats, plantations, hereditaments and immovable property of any tenure or kind and whenever situate or any interest or rights therein.
- (v) To sell or transfer the business property and undertaking of the Company or any part thereof for any consideration which the Board may think fit to accept.
- (w) To lend money with or without security and to invest and deal with any of the moneys of the Company in such manner as they may think fit, and from time to time to vary or realise such investments.
- (x) To sell, let, dispose of, or grant rights over or otherwise deal with all or any property of the Company for cash or upon terms or for shares or otherwise and upon any terms and conditions deemed desirable.
- (y) To purchase, take on lease or in exchange, or otherwise acquire movable and immovable property of all kinds and particulars, lands, buildings, premises, business concerns and undertakings, mortgages, charges, annuities, patents, licenses, stocks, funds, shares, debentures, securities, policies, book debts, claims and any interest in movable or immovable property and any claims against such property or against any person or company and to carry on any business concern or undertaking so acquired.

### 22.3 Board's power to borrow

The Board may from time to time at their absolute discretion raise or borrow any sum or sums of money for the purposes of the Company from any persons, banks, firms or companies (expressly including any person holding the office of Director) and may secure the payment of such moneys in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stock of the Company perpetual or redeemable or by making, drawing, accepting or endorsing on behalf of the Company any promissory notes or bills of exchange or giving or issuing any other security of the Company or by mortgage or charge of all or any of the property of the Company both present and future, including its uncalled capital for the time being and the Board may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon with power to the Board to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or hypothecation of or charge upon any property and assets of the Company or otherwise.

22.4 Mortgage of uncalled capital

If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board may by instrument under the Seal authorise the person in whose favour such mortgage or security is executed or any other person in trust for him to make calls on the Member in respect of such uncalled capital and the provision hereinbefore contained in regard to calls shall mutatis mutandis apply to calls made under such authority and such authority may be made exercisable either conditionally or unconditionally and either presently or contingently and either to the exclusion of the Board's power or otherwise and shall be assignable if expressed so to be.

**23. CHIEF EXECUTIVE OFFICER**

23.1 Chief Executive Officer

Subject to the Applicable Laws, the Board may from time to time appoint a chief executive officer to manage and administer the day-to-day affairs of the Company for such term at such remuneration and with such powers as they may determine and the Board shall enter into an agreement with any such chief executive officer specifying the length of time for which he is to hold office the terms upon which he is appointed and the powers conferred upon him.

**24. SECRETARY**

24.1 Secretary

The Secretary/joint secretaries shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit, and the Secretary/joint secretaries so appointed may be removed by them.

**25. SEAL**

25.1 Authority for use of Seal

The Board shall provide for the safe custody of the Seal which shall only be used by the authority of a Board's resolution or a committee authorised by the Board in that behalf. Every instrument to which the Seal is affixed shall (subject to the provisions of this Constitution as to share certificate) be in the presence of and signed by two Directors or by a Director and by the Secretary or some other person appointed by the Board in place of the Secretary for the purpose.

25.2 Official seal for use abroad

The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board.



25.3 Official seal for share certificate

The Company may have a share seal as referred to in the relevant provisions of the Act. The share seal is an exact copy of the Seal of the Company with the addition on its face of the word "Securities" which is specifically used for affixing onto certificates that may be issued by the Company for any share, stock, loan stock, debentures or other marketable security relating to all aforesaid created or issued or dealt with or marketed or sold by the Company and the affixing of the share seal shall be authenticated in the manner set out in Clause 25.1 hereof.

**26. DIVIDEND**

26.1 Establishment of reserve fund

Before recommending any dividend, the Board may set aside, out of the profits of the Company (if the Company is solvent), such sums as they think proper as a reserve fund to meet contingencies, or for special dividends, or for repairing, improving and maintaining any of the properties of the Company, and for such other purposes as the Board shall in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside upon such investments (other than shares of the Company) as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company, and to divide the reserve fund into such special funds as they think fit.

26.2 Payment of dividend

- (a) Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of call shall be treated for the purposes of this Clause as paid on the share. All dividends shall be apportioned and paid proportionally to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.
- (b) Any profit carried to reserve which it may subsequently be determined to be paid as dividends among the Member, shall be treated as profit made in the year of payment of dividend, and shall be dealt with accordingly.
- (c) Subject to Clause 6.6, that where money is paid-up in advance of calls upon the footing that the same shall carry interest, such money shall not while carrying interest, confer a right to participate in dividend.

26.3 Distribution of dividend out of profit

Subject to Applicable Laws, the Company may, from time to time, by Ordinary Resolution passed at a general meeting declare dividends, but no such dividend shall be payable except out of the profits of the Company. The Company may make a distribution of dividend to the Member provided that the Company remains solvent immediately after the distribution is made, but no dividend shall exceed the amount as recommended by the Board and carry interest as against the Company.

26.4 Participation in dividend

When a share is issued after the commencement of any financial year it shall, unless otherwise provided by the terms of issue, rank with previously issued shares as regard any dividend subsequently declared in respect of such year.

26.5 Interim dividend

Notwithstanding Clause 26.3, the Board may authorise a distribution of interim dividend at such time and in such amount as the Board considers appropriate, if the Board is satisfied that the Company will be solvent immediately after the distribution is made. No such dividend shall be payable except out of the profits of the Company and shall not carry interest as against the Company.

26.6 Dividend subject to lien

The Board may retain any dividend on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

26.7 Entitlement of dividend

Until a person is registered as a Member, a transfer of shares shall not pass the right to any dividend declared thereon.

26.8 Power to retain dividend

The Board may retain the dividend payable upon shares in respect of which any person is, under the Clauses of Transmission of Shares, entitled to become a Member, or which any person under that Clause is entitled to transfer, until such person shall become a Member in respect of such shares or shall duly transfer the same.

26.9 Payment by cheque or electronic transfer

Any dividend, interest or other moneys payable in respect of shares may be paid by cheque or warrant sent through the post to the last registered address of the Member (or person entitled thereto) or by direct transfer or other electronic means (subject to the provision of the Act and/or regulatory authorities) to the bank account of the holder whose name appears in the

Register. Every such payment by cheque or warrant or direct transfer or other electronic means shall be made payable to the holder or person(s) entitled to the share in consequence of the death or bankruptcy of the holder and shall constitute a good and full discharge to the Company regardless of any discrepancy given by the Member in the details of the registered address and bank account(s).

In the case of joint holders, such payment of dividends, interest or other moneys payable by cheque or warrant or direct transfer or other electronic means to any one of such joint holders, shall be a good and full discharge to the Company for all payments made in respect of such share.

#### 26.10 Unclaimed dividend

All dividends unclaimed for one (1) year after having been declared and payable shall be dealt with in accordance with the provisions of the Unclaimed Moneys Act 1965.

### 27. CAPITALISATION OF PROFITS

#### 27.1 Bonus issue

The Company in general meeting may, upon the recommendation of the Board, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that the sum be set free for distribution amongst the Member who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by those Member respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst the Member in the proportion aforesaid, or partly in the one way and partly in the other, and the Board shall give effect to such resolution.

### 28. ACCOUNTS

#### 28.1 Accounts to be kept and open to inspection by Directors

The Board and managers of the Company shall cause to be kept the accounting and other records to sufficiently explain the transaction and financial position of the Company including its subsidiaries and enable a true and fair financial statement and any documents required to be attached thereto to be prepared in accordance with the Act and shall distribute copies of balance sheets and other documents as required under the Act.

The Board shall from time to time determine whether or not and to what extent and at what times and place and under what conditions or regulations the books of accounting and other records of the Company or any of them shall be open to the inspection of Member not being

Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Board or by the Company in a general meeting. Subject always to Applicable Laws, the books of accounting and records of operations as aforesaid shall be kept at the Office or at such other place as the Board thinks fit and shall always be open to inspection by the Directors.

**28.2 Annual account and balance sheet**

The Board shall cause to be prepared, sent to every Member and laid before the Company in its annual general meeting the audited financial statements and Directors' report in accordance with the Act. The interval between the close of a financial year of the Company and the issue of the audited financial statements, the Directors' and Auditors' reports shall not exceed four (4) months.

**28.3 Circulating copies of audited financial statements and Directors' report**

A copy of each of the audited financial statements, the Directors' and Auditors' reports in printed form or in CD-ROM or other electronic form or any combination thereof shall, not less than twenty-one (21) days before the date of the annual general meeting be sent to every Member of and to every other person who is entitled to receive notice of annual general meetings from the Company, in accordance with the provisions of the Act or of this Constitution, provided that this Clause shall not require a copy of these documents to be sent to any person of whose address the Company is not aware but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office or to the Share Registrar.

**29. AUDITORS**

**29.1 Appointment of Auditors**

The Auditors shall be appointed for each financial year by Ordinary Resolution at the annual general meeting of the Company in accordance with the relevant provisions of the Act. The Board may appoint an auditor to fill any casual vacancy in the office of Auditors of the Company and confirm such appointment by Ordinary Resolution at the next annual general meeting.

**29.2 Remuneration, rights and duties of Auditors**

The remuneration, rights and duties of the Auditors shall be regulated in accordance with the provisions of the Act.

### 30. NOTICE

#### 30.1 Service of notices and/or documents

Any notice or document required to be sent to Member may be given by the Company or the Secretary to any Member:-

- (a) in hard copy, either personally or sent by post to him in a prepaid letter addressed to him at his last known address; or
- (b) in electronic form, and sent by the following electronic means:-
  - (i) transmitting to his last known electronic mail address; or
  - (ii) publishing the notice or document on the Company's website provided that a notification of the publication of the notice or document on the website via hard copy or electronic mail or short messaging service has been given to them in accordance with Applicable Laws; or
  - (iii) using any other electronic platform maintained by the Company or third parties appointed by the Company that can host the information in a secure manner for access by Member provided that a notification of the publication or availability of the notice or document on the electronic platform via hard copy or electronic mail or short messaging service has been given to them in accordance with Applicable Laws.

#### 30.2 Registration of address

A Member's address, electronic mail address and any other contact details provided to Secretary or Share Registrar shall be deemed as the last known address, electronic mail address and contact details respectively for the purposes of communication including but not limited to service of notices and/or documents to the Member.

#### 30.3 Service on joint holders of shares

All notices directed to be given to the member shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the register of members, and any notice so given shall be sufficient notice to the holders of such share.

#### 30.4 When service deemed effected

Any notice or document shall be deemed to have been served by the Company to a Member:-

- (a) Where the notice or document is sent in hard copy by post, on the day the prepaid letter, envelope or wrapper containing such notice or document is posted.

In providing service by post, a letter signed by a Director, the Secretary, the Share Registrar from time to time (as the case may be) certifying that the letter, envelope or

wrapper containing the notice or document was addressed and posted to the Member shall be sufficient to prove that the letter, envelope or wrapper was so addressed and posted.

- (b) Where the notice or document is sent by electronic means:-
- (i) via electronic mail, at the time of transmission to a Member's electronic mail address pursuant to Clause 30.1(b)(i), provided that the Company has record of the electronic mail being sent and that no written notification of delivery failure is received by the Company;
  - (ii) via publication on the Company's website, on the date the notice or document is first made available on the Company's website provided that the notification on the publication of notice or document on website has been given pursuant to Clause 30.1(b)(ii); or
  - (iii) via electronic platform maintained by the Company or third parties, on the date the notice or document is first made available thereon provided that the notification on the publication or availability of the notice or document on the relevant electronic platform has been given pursuant to Clause 30.1(b)(iii).

### 30.5 Notice to representative valid

A notice may be given by the Company to the persons entitled to a share in consequence of the death or insolvency of a Member by sending it through the method as mentioned in Clause 30.1, 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.

### 30.6 Notice valid although Member deceased

Any notice or document delivered or sent by post to or left at the registered address of any Member or by other electronic form in pursuance of this Constitution shall, notwithstanding such Member be then deceased and whether or not the Company have notice of his demise, be deemed to have been duly served in respect of any registered shares until some other person be registered in his stead as the holder thereof and such service shall, for all purposes of this Constitution, be deemed sufficient service of such notice or document on his heirs, executors or administrators.

## 31. WINDING UP

### 31.1 Distribution of assets

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

Member in proportion to the capital paid-up or which ought to have been paid-up at the commencement of the winding up on the shares held by them respectively but this Clause is to be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

31.2 Distribution of assets in specie

If the Company shall be wound up, the liquidators may, with the sanction of a Special Resolution and any other sanction required by the Act, divide among the Members in specie any part of the assets of the Company, and any such division may be otherwise than in accordance with the existing rights of the Members, but so that, if any division is resolved on otherwise than in accordance with such rights, the Members shall have the same right of dissent and consequential rights as if such resolution was a Special Resolution passed pursuant to Section 457 of the Act. A Special Resolution sanctioning a transfer or sale to another company duly passed pursuant to the said section may in like manner authorise the distribution of any shares or other consideration receivable by the liquidators amongst the Members otherwise than in accordance with their existing rights; and any such determination shall be binding upon all the Members subject to the right of dissent and consequential rights conferred by the said Section.

31.3 Liquidators' commission

On the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it shall have been approved by Member. The amount of such payment shall be notified to all shareholders at least seven (7) days before the meeting at which the commission or fee is to be considered.

**32. INDEMNITY AND INSURANCE**

32.1 Indemnification of Directors and officers

Subject to Applicable Laws, every Director, managing director, agent, Auditors, Secretary, and other officers (as defined in the Act) for the time being of the Company may be indemnified out of the assets of the Company against any liability which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and the cost incurred in defending or settling any claims or proceedings relating to such liability, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court or where proceedings are discontinued or not pursued.

32.2 Individual responsibility of Director

No Director or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company or for

the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any money, securities or effects shall be deposited or for any loss occasioned by any error of judgement or oversight on his part or for any loss, damage or misfortune whatever, which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

### **33. AUTHORISED REPRESENTATIVE OF CORPORATION**

#### **33.1 Authorised representative of Corporation**

Any corporation which is a Member may, by resolution of its directors, authorise any person to act as its representative at any meetings of this Company. Such representative will be entitled to exercise the same powers on behalf of the Company which he represents as if he had been an individual shareholder, including power, when personally present to speak, to vote and to demand or join in demanding a poll at any such meetings.

### **34. EFFECT OF THE APPLICABLE LAWS**

#### **34.1 Effect of the Applicable Laws**

Notwithstanding anything contained in this Constitution:-

- (a) If the Applicable Laws prohibit an act being done, that act shall not be done. Nothing contained in this Constitution prevents an act being done that is required to be done under the Applicable Laws.
- (b) If the Constitution does not contain any provision which is required to be incorporated under the Applicable Laws, such provision shall be deemed to have been incorporated into this Constitution.

If any provision or part of a provision in this Constitution is or becomes inconsistent with or illegal, void or unenforceable under the Applicable Laws, such provision or part of that provision shall be deemed not part of this Constitution and it shall not affect the enforceability of the remainder of this Constitution which shall remain in full force and effect.