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# **SARAWAK CABLE BERHAD**

(Company No.: 456400-V)  
(Incorporated in Malaysia)

## **CIRCULAR TO SHAREHOLDERS**

in relation to:

### **PART A**

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

### **PART B**

#### **PROPOSED ADOPTION OF A NEW CONSTITUTION OF THE COMPANY**

#### **IMPORTANT DATES AND TIMES:**

Last date and time for lodgement of the Form of Proxy:	Monday, 10 June 2019 at 10.00 a.m.
Date and time of the annual general meeting :	Wednesday, 12 June 2019 at 10.00 a.m.
Venue of the annual general meeting :	M Hotel, Hock Lee Centre Level 4, Hotel Towers A Jalan Datuk Abang Abdul Rahim 93450 Kuching Sarawak

This Circular is dated 30 April 2019

For the purpose of this Circular, except where the context otherwise requires, the following definitions will apply:

- “AISB”** - Alpha Industries Sdn Bhd
- “AGM”** - Annual General Meeting
- “APLSB”** - Aerial Power Lines Sdn Bhd
- “Board”** - The Board of Directors of SCB
- “Bursa Securities”** - Bursa Malaysia Securities Berhad
- “Companies Act”** - The Malaysian Companies Act 2016, as amended from time to time and any enactment thereof
- “Directors”** - The directors for the time being of SCB, and shall have the same meaning given in Section 2(1) of the Capital Markets and Services Act, 2007 and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transactions were agreed upon, a director or chief executive of SCB, its subsidiary or holding company
- “HNG Capital Group”** - HNG Capital Sdn Bhd and its subsidiaries
- “LCIB”** - Leader Cable Industry Berhad
- “Listing Requirements”** - The Main Market Listing Requirements of Bursa Securities and practice notes issued thereunder including any amendments thereto that may be made from time to time
- “LPD”** - 1 April 2019, being the latest practicable date prior to the printing of this Circular
- “LUASB”** - Leader Universal Aluminium Sdn Bhd
- “Major Shareholder”** - A person who has an interest or interests in one (1) or more voting shares in SCB and the number or the aggregate number of those shares, is:
- (a) 10% or more of the total number of voting shares in SCB; or
- (b) 5% or more of the total number of voting shares in SCB where such person is the largest shareholder of SCB.
- Includes any person who is or was within the preceding six (6) months of the date on which the terms of the transactions were agreed upon, a major shareholder of SCB or any other corporation which is its subsidiary or holding company
- For the purpose of this definition, “interest in shares” shall have the same meaning given in Section 8 of the Companies Act.
- “Person Connected”** - This shall have the same meaning as in Paragraph 1.01 of the Listing Requirements
- “Proposed Shareholders’ Mandate”** - Proposed renewal of shareholders’ mandate for the existing RRPT
- “PT.IME”** - PT. Inpola Mitra Elektrindo
- “Related Party”** - A director, major shareholder or person connected with such director or major shareholder. For the purpose of this definition, “director”,

“major shareholder” and their person connected shall have the same meanings as defined herein

<b>“Related Party Transaction”</b>	- A transaction entered into by SCB or its subsidiaries which involves the interest, direct or indirect, of a related party
<b>“RM”</b>	- Ringgit Malaysia
<b>“RRPTs”</b>	- A related party transaction which is recurrent, of a revenue or trading nature and which is necessary for day-to-day operations of SCB Group and which has been made or will be made by SCB Group at least once in three (3) years in the ordinary course of business of SCB Group
<b>“SCB” or “the Company”</b>	- Sarawak Cable Berhad
<b>“SCB Group or Group”</b>	- SCB and its subsidiaries
<b>“SEB”</b>	- Sarawak Energy Berhad
<b>“SEB Group”</b>	- Sarawak Energy Berhad and its subsidiaries
<b>“Shares”</b>	- Ordinary shares in the capital of SCB
<b>“Shareholder Mandate”</b>	- Proposed shareholder mandate pursuant to Paragraph 10.09 of the Listing Requirements for the recurrent related party transactions to be entered into from the date of the forthcoming AGM of SCB until the date of the next AGM of SCB
<b>“SPSSB”</b>	- Sarawak Power Solutions Sdn Bhd
<b>“SSB”</b>	- Syarikat SESCO Berhad
<b>“STSB”</b>	- Sarwaja Timur Sdn Bhd
<b>“SCBPT”</b>	- SCB Power Transmission Sdn Bhd (formerly known as Trenergy Infrastructure Sdn Bhd)
<b>“UCMB”</b>	- Universal Cable (Malaysia) Berhad
<b>“UCSSB”</b>	- Universal Cable (Sarawak) Sdn Bhd

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

*Any reference to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any word defined under the Companies Act and used in this Circular shall have the meaning assigned to it under the Companies Act.*

*Any reference to a time of day shall be a reference to Malaysian time.*

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**TABLE OF CONTENTS**

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Page

**PART A: PROPOSED SHAREHOLDERS' MANDATE**

1.	INTRODUCTION.....	1
2.	BACKGROUND INFORMATION OF PROVISIONS IN THE LISTING REQUIREMENTS.....	2
3.	FEATURES OF THE PROPOSED SHAREHOLDERS' MANDATE.....	2
3.1	Principal activities of SCB Group.....	2-3
3.2	RRPT.....	3-7
3.3	Amount due and owing by Related Parties pursuant to RRPT.....	8
3.4	The Related Parties.....	8
3.5	Review methods or procedures for RRPT.....	8-9
3.6	Threshold of Authority.....	10
3.7	Statement by Audit Committee.....	10
4.	EFFECTS OF THE PROPOSED SHAREHOLDERS' MANDATE.....	10
5.	RATIONALE AND BENEFIT OF THE PROPOSED SHAREHOLDERS' MANDATE.....	10-11
6.	CONDITIONS OF THE PROPOSED SHAREHOLDERS' MANDATE.....	11
7.	DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS.....	11-12
8.	RECOMMENDATION BY DIRECTORS.....	12
9.	ANNUAL GENERAL MEETING.....	13
10.	ACTION TO BE TAKEN BY SHAREHOLDERS.....	13
11.	FURTHER INFORMATION.....	13

**PART B: PROPOSED ADOPTION OF A NEW CONSTITUTION**

1.	INTRODUCTION.....	15
2.	RATIONALE FOR THE PROPOSED ADOPTION OF A NEW CONSTITUTION.....	16
3.	EFFECTS OF THE PROPOSED ADOPTION OF A NEW CONSTITUTION.....	16
4.	APPROVAL REQUIRED.....	16
5.	INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM.....	16
6.	OPINION AND RECOMMENDATION FROM DIRECTORS.....	16
7.	ANNUAL GENERAL MEETING.....	16
8.	ACTION TO BE TAKEN BY SHAREHOLDERS.....	17
9.	FURTHER INFORMATION.....	17

**APPENDICES**

APPENDIX I	-	FURTHER INFORMATION
APPENDIX II	-	NEW CONSTITUTION OF THE COMPANY



# SARAWAK CABLE BERHAD

(Company No.: 456400-V)

(Incorporated in Malaysia)

## Registered Office

Lot 767, Block 8  
Muara Tebas Land District  
Demak Laut Industrial Estate Phase III  
Jalan Bako  
93050 Kuching, Sarawak

30 April 2019

## Board of Directors:

Dato Sri Mahmud Abu Bekir Taib	- <i>Non-Independent Non-Executive Chairman</i>
Dato Sri Fong Joo Chung	- <i>Non-Independent Non-Executive Deputy Chairman</i>
Dato' Ahmad Redza bin Abdullah	- <i>Managing Director</i>
Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba	- <i>Non-Independent Non-Executive Director</i>
Yek Siew Liong	- <i>Non-Independent Non-Executive Director</i>
Datuk Kevin How Kow	- <i>Independent Non-Executive Director</i>
Erman bin Radin	- <i>Independent Non-Executive Director</i>
YB Dato Hajjah Hanifah Hajar Taib	- <i>Non-Independent Non-Executive Director</i>
Datuk Rozimi bin Remeli	- <i>Independent Non-Executive Director</i>
Redzuan bin Rauf	- <i>Independent Non-Executive Director</i>
Ng Woon Chiang	- <i>Alternate Director to Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba</i>

## To: The Shareholders of Sarawak Cable Berhad

Dear Sir/Madam,

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

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### 1. INTRODUCTION

At the Company's AGM held on 22 May 2018, your Board obtained Shareholder Mandate for SCB Group to enter into RRPT. The existing Shareholder Mandate shall, in accordance with the Listing Requirements, lapse at the conclusion of the forthcoming AGM, which has been scheduled for 12 June 2019, unless by an ordinary resolution passed at the forthcoming AGM, the mandate is renewed.

Subsequently, on 5 April 2019, the Company announced through Bursa Securities that the Board proposes to seek Shareholder Mandate from the shareholders for the existing RRPT.

**The purpose of this Circular is to provide shareholders with details, effects and rationale pertaining to the Proposed Shareholders' Mandate and to seek shareholders' approval for the resolution, which is to be tabled as an ordinary resolution at the forthcoming AGM scheduled to be held on 12 June 2019.**

**Shareholders of SCB are advised to read and consider carefully the contents of this Circular before voting on the resolution pertaining to this proposal at the forthcoming AGM scheduled to be held on 12 June 2019.**

## **2. BACKGROUND INFORMATION OF PROVISIONS IN THE LISTING REQUIREMENTS**

Paragraph 10.09(2) of the Listing Requirements states that with regard to related party transactions which are recurrent, of a revenue or trading nature and which are necessary for day-to-day operations, the Company may seek a mandate from its shareholders, subject to the following:

- (a) the transactions are in the ordinary course of business and are on terms not more favourable to the related party than those generally available to the public;
- (b) the Shareholder Mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the Shareholder Mandate during the financial year where the aggregate value is equal to or more than the threshold prescribed under Paragraph 10.09(1) of the Listing Requirements;
- (c) the Company's circular to shareholders for the Shareholder Mandate includes the information as may be prescribed by Bursa Securities. The draft circular must be submitted to Bursa Securities together with a checklist showing compliance with such information;
- (d) in a meeting to obtain Shareholder Mandate, the relevant related party must comply with the requirements set out in Paragraph 10.08(7) of the Listing Requirements; and
- (e) the Company must immediately announce to Bursa Securities when the actual value of a RRPT entered into by the Company, exceeds the estimated value of the RRPT disclosed in the circular by ten percent (10%) or more and the Company must include the information as may be prescribed by Bursa Securities in its announcement.

## **3. FEATURES OF THE PROPOSED SHAREHOLDERS' MANDATE**

### **3.1 Principal activities of SCB Group**

The principal activities of SCB are that of investment holding, contractors and infrastructure development, provision of management and consultancy services whilst the principal activities of its subsidiaries are described on page 3 of this Circular.

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The subsidiaries of SCB as at 1 April 2019, with the principal activities are as follows:

Name of Subsidiaries	Effective equity interest held (%)	Principal Activities
<b><u>Direct subsidiaries of SCB</u></b>		
APLSB	100	Power lines construction, inspection and maintenance services.
LCIB	100	Manufacture and sale of telecommunication and power cables.
PT.IME	78	Design, financing construction of independent and mini hydro power plant.
SCBPT	100	Installation and commissioning of transmission line project.
SPSSB	100	Dormant. The intended principal activity is the manufacture of hybrid power inverters.
STSB	100	Manufacture, fabrication, galvanising of steel structures.
UCMB	100	Manufacture and sale of telecommunication and power cables.
UCSSB	100	Manufacture and sale of power cables and wires.
<b><u>Subsidiary of STSB</u></b>		
SCB Enterprise Sdn Bhd	100	Undertake engineering and construction projects.

### 3.2 RRPT

In accordance to the Listing Requirements and the directive of Bursa Securities, SCB needs to seek Shareholder Mandate on RRPTs.

These RRPTs are all incurred in the Group's normal ordinary course of business and the names of the companies, details and value of the RRPT, the names of the Directors, Major Shareholders and Persons Connected with them who are interested in these RRPTs are outlined on pages 4 to 7 of this Circular.

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Name of Related Parties	Nature of RRPT	Names of Interested Directors, Interested Major Shareholders of SCB Group and Interested Persons Connected	Manner of relationship with the Related Parties as at LPD		Estimated value from 12 June 2019 to the date of next AGM (RM'000)	Actual value transacted from 22 May 2018 up to LPD (RM'000) (A)	Estimated value as disclosed in the preceding year's Circular to Shareholders dated 23 April 2018 (RM'000) (B)	Reason for deviation between (A) and (B) by ten percent (10%) or more
			Director	Shareholder				
<b>HNG Capital Group</b>								
AISB	<ul style="list-style-type: none"> <li>Purchase of copper rod and wires by the Group</li> <li>Sales of scrap by the Group</li> </ul>	<p><i>Interested Directors:</i></p> <ul style="list-style-type: none"> <li>Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba</li> <li>Ng Woon Chiang</li> </ul> <p><i>Interested Person Connected:</i></p> <ul style="list-style-type: none"> <li>Dato' H'ng Chun Hsiang</li> </ul>	<p>√</p> <p>√</p> <p>x</p>	<p>√</p> <p>x</p> <p>√</p>	500,000	350,000	700,000	Not Applicable
LUASB	<ul style="list-style-type: none"> <li>Purchase of aluminium and aluminium alloy rods by the Group</li> <li>Sales of scrap by the Group</li> </ul>	<p>Not applicable as HNG Capital Sdn Bhd had on 30 March 2018 completed the disposal of 100% of the issued and paid up share capital of Leader Universal Aluminium Sdn Bhd to an unrelated third party.</p>	-	-	Not applicable	-	600,000	Not Applicable



Name of Related Parties	Nature of RRPT	Names of Interested Directors, Interested Major Shareholders of SCB Group and Interested Persons Connected	Manner of relationship with the Related Parties as at LPD		Estimated value from 12 June 2019 to the date of next AGM (RM'000)	Actual value transacted from 22 May 2018 up to LPD (RM'000) (A)	Estimated value as disclosed in the preceding year's Circular to Shareholders dated 23 April 2018 (RM'000) (B)	Reason for deviation between (A) and (B) by ten percent (10%) or more
			Director	Shareholder				
<b>SEB Group</b>								
SEB	<ul style="list-style-type: none"> <li>Construction of transmission lines by the Group</li> </ul>	<p><i>Interested Major Shareholders:</i></p> <ul style="list-style-type: none"> <li>SEB</li> <li>State Financial Secretary Sarawak</li> <li>Delegatteam Sdn Bhd</li> </ul> <p><i>Interested Director:</i></p> <ul style="list-style-type: none"> <li>Dato Sri Fong Joo Chung</li> </ul>	<ul style="list-style-type: none"> <li>x</li> <li>x</li> <li>x</li> <li>√</li> </ul>	<ul style="list-style-type: none"> <li>√</li> <li>√</li> <li>√</li> <li>x</li> </ul>	50,000	-	900,000	Not Applicable
SSB	<ul style="list-style-type: none"> <li>Sale of cables and conductors by the Group</li> <li>Fabrication of steel structures and sales of steel products by the Group</li> </ul>	<p><i>Interested Major Shareholders:</i></p> <ul style="list-style-type: none"> <li>SEB</li> <li>State Financial Secretary Sarawak</li> <li>Delegatteam Sdn Bhd</li> </ul> <p><i>Interested Director:</i></p> <ul style="list-style-type: none"> <li>Dato Sri Fong Joo Chung</li> </ul>	<ul style="list-style-type: none"> <li>x</li> <li>x</li> <li>x</li> <li>√</li> </ul>	<ul style="list-style-type: none"> <li>√</li> <li>√</li> <li>√</li> <li>x</li> </ul>	50,000 100,000	10,000 5,000	55,000 20,000	

Name of Related Parties	Nature of RRPT	Names of Interested Directors, Interested Major Shareholders of SCB Group and Interested Persons Connected	Manner of relationship with the Related Parties as at LPD		Estimated value from 12 June 2019 to the date of next AGM (RM'000)	Actual value transacted from 22 May 2018 up to LPD (RM'000) (A)	Estimated value as disclosed in the preceding year's Circular to Shareholders dated 23 April 2018 (RM'000) (B)	Reason for deviation between (A) and (B) by ten percent (10%) or more
			Director	Shareholder				
<b>SEB Group (cont'd)</b>								
Mukah Power Generation Sdn Bhd	<ul style="list-style-type: none"> <li>• Sale of cables and conductors by the Group</li> </ul>	<ul style="list-style-type: none"> <li>• SEB</li> <li>• State Financial Secretary Sarawak</li> <li>• Delegationteam Sdn Bhd</li> </ul>	<ul style="list-style-type: none"> <li>x</li> <li>x</li> <li>x</li> </ul>	<ul style="list-style-type: none"> <li>✓</li> <li>✓</li> <li>✓</li> </ul>	5,000	-	5,000	
SESCO-EFACEC Sdn Bhd	<ul style="list-style-type: none"> <li>• Sale of cables and conductors by the Group</li> </ul>	<ul style="list-style-type: none"> <li>• SEB</li> <li>• State Financial Secretary Sarawak</li> <li>• Delegationteam Sdn Bhd</li> </ul>	<ul style="list-style-type: none"> <li>x</li> <li>x</li> <li>x</li> </ul>	<ul style="list-style-type: none"> <li>✓</li> <li>✓</li> <li>✓</li> </ul>	5,000	-	5,000	Not Applicable
Sejingkat Power Corporation Sdn Bhd	<ul style="list-style-type: none"> <li>• Sale of cables and conductors by the Group</li> </ul>	<ul style="list-style-type: none"> <li>• SEB</li> <li>• State Financial Secretary Sarawak</li> <li>• Delegationteam Sdn Bhd</li> </ul>	<ul style="list-style-type: none"> <li>x</li> <li>x</li> <li>x</li> </ul>	<ul style="list-style-type: none"> <li>✓</li> <li>✓</li> <li>✓</li> </ul>	5,000	-	5,000	

Name of Related Parties	Nature of RRPT	Names of Interested Directors, Interested Major Shareholders of SCB Group and Interested Persons Connected	Manner of relationship with the Related Parties as at LPD		Estimated value from 12 June 2019 to the date of next AGM (RM'000)	Actual value transacted from 22 May 2018 up to LPD (RM'000) (A)	Estimated value as disclosed in the preceding year's Circular to Shareholders dated 23 April 2018 (RM'000) (B)	Reason for deviation between (A) and (B) by ten percent (10%) or more
			Director	Shareholder				
<b>SEB Group</b> (cont'd)								
PPLS Power Generation Sdn Bhd	<ul style="list-style-type: none"> <li>Sale of cables and conductors by the Group</li> </ul>	<i>Interested Major Shareholders:</i> <ul style="list-style-type: none"> <li>SEB</li> <li>State Financial Secretary Sarawak</li> <li>Delegatteam Sdn Bhd</li> </ul>	x	✓	5,000	-	5,000	Not Applicable
			x	✓				
			x	✓				

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### 3.3. Amount due and owing by Related Parties pursuant to RRPT

There is no outstanding amount due under the RRPT which has exceeded the credit term as at the end of the financial year ended 31 December 2018.

### 3.4 The Related Parties

Name	Relationship in the Group
1. HNG Capital Group - AISB	Deemed Person Connected with Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba
2. Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba	▪ Non-Independent Non-Executive Director of SCB
3. Ng Woon Chiang	▪ Alternate Director to Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba
4. Dato' H'ng Chun Hsiang	▪ Person Connected with Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba (being the son of Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba)
5. Datin H'ng Hsieh Ling	▪ Person Connected with Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba (being the daughter of Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba)
6. SEB - SSB - Mukah Power Generation Sdn Bhd - SESCO-EFACEC Sdn Bhd - Sejingkat Power Corporation Sdn Bhd - PPLS Power Generation Sdn Bhd - State Financial Secretary Sarawak - Delegateam Sdn Bhd	Major Shareholder of SCB Deemed Person Connected with SEB (being a subsidiary of SEB) Deemed Person Connected with SEB (being a subsidiary of SEB) Deemed Person Connected with SEB (being a subsidiary of SSB) Deemed Person Connected with SEB (being a subsidiary of SSB) Deemed Person Connected with SEB (being a subsidiary of SSB) Deemed interested by virtue of their interests in SEB pursuant to Section 8 of the Companies Act Deemed interested by virtue of their interests in SEB pursuant to Section 8 of the Companies Act
7. Dato Sri Fong Joo Chung	▪ Non-Independent Non-Executive Director of SEB ▪ Non-Independent Non-Executive Deputy Chairman of SCB ▪ Chairman of UCSSB (being a wholly owned subsidiary of SCB) ▪ Chairman of STSB (being a wholly owned subsidiary of SCB)

### 3.5 Review methods or procedures for RRPT

The Board has in place an internal control system, which includes review methods or procedures to ensure that the transactions with Related Parties are undertaken on normal commercial terms not prejudicial to the interests of the minority shareholders. These procedures are in place to ensure that each major Related Party Transaction is approved and reviewed by the Directors or authorised personnel, based on the prices and terms which are not more favourable to the Related Parties than those generally available to the public, on arm's length basis and are not detrimental to the interest of the minority shareholders, giving due consideration to all circumstances of each transaction.

### 3.5 Review methods or procedures for RRPT (cont'd)

These procedures include the followings:

- (a) Market surveys will be conducted to gather information to compare the prices, fees or charges quoted by third parties and Related Parties for the purpose of determining the competitive market price, fee or charges of materials, goods and services. It is SCB Group's policy to purchase materials, goods or services from Related Parties when the prices, fees or charges are competitive with prices, fees or charges obtained from third parties. Other factors such as availability of raw material or resources, reliability of supply, delivery, services and quality of material or goods will also be taken into consideration for evaluation purposes.
- (b) On a periodic basis, the methods and procedures pertaining to Related Parties Transactions will be reviewed by Senior Management of SCB Group and the Audit Committee to ensure that the prices and terms of the transactions are not more favourable to the Related Parties than those generally available to the public, and are not detrimental to the interest of the minority shareholders.
- (c) The annual internal audit plan shall incorporate a review of all RRPT to ensure that the relevant approvals have been obtained and the review procedures in respect of such transactions are adhered to. Should any discrepancies arise relating to the methods and procedures, proper steps would be taken to rectify them accordingly.
- (d) The Audit Committee shall, amongst others, review these internal audit plan and reports on RRPT and any conflict of interests situation that may arise within the SCB Group, including any transaction, procedure or course of conduct that raises questions of management integrity.
- (e) At least two (2) other contemporaneous transactions and/or quotations with unrelated third parties for similar products/services and/or quantities will be used as comparison to determine whether the prices and terms offered to/by the Related Parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same or substantially similar type of products/services and/or quantities.

In the event that quotation or comparative pricing from unrelated third parties cannot be obtained, the transaction price will be determined based on the normal margin for similar or comparable products to ensure that the RRPTs are not detrimental to the SCB Group.

- (f) The SCB Group shall maintain a register to record all RRPT entered into pursuant to the Proposed Shareholder Mandate to ensure accurate disclosure thereof. The aggregate value of the RRPT shall be appropriately disclosed in the annual report of SCB.
- (g) A list of Related Parties mandated pursuant to the Shareholder Mandate will be circulated within the Group with notification that all RRPTs are required to be undertaken on arm's length basis and on normal commercial terms which are not more favourable to the Related Parties than those generally available to the public and are not detrimental to the interest of the minority shareholders.
- (h) The cost plus method will be used where appropriate in the determination of fair price or contract rates. This method determines the arm's length price or rate by adding an appropriate handling charge.
- (i) The terms and conditions on purchases and sales are determined by market forces, under similar commercial terms for transaction with third parties which depend on the demand and supply of the products and subject to the availability of the products in the market.
- (j) Market prices will be used to determine the transaction price for sales to the Related Parties.
- (k) All RRPTs are reviewed by the Audit Committee of the Company periodically.

### 3.6 Threshold of Authority

There are no specific thresholds for approval of RRPTs within the SCB Group. However, all RRPTs are subject to the approval of the Managing Director, Group Chief Financial Officer, General Manager, Senior Management and the Audit Committee and/or the Board from time to time, subject to the provisions in the Listing Requirements and/or the Companies Act, where necessary. Where any Director has an interest (direct or indirect) in any RRPT, such Director will abstain from deliberation and decision making.

### 3.7 Statement by Audit Committee

The Audit Committee of SCB comprises of the following members:

Members	Designation
Datuk Kevin How Kow	Chairman (Independent Non-Executive Director)
Datuk Rozimi bin Remeli	Member (Independent Non-Executive Director)
Erman bin Radin	Member (Independent Non-Executive Director)

The Audit Committee of SCB has seen and reviewed the methods and/or procedures stated in Section 3.5 on pages 8 to 9 of this Circular and is of the view that the existing procedures, processes and guidelines are adequate and sufficient to monitor, track and identify RRPT in a timely and orderly manner. The Audit Committee also viewed that the method and/or procedures as stated in Section 3.5 on pages 8 to 9 of this Circular are sufficient to ensure that the RRPT are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

The Audit Committee will review these processes, procedures and guidelines annually or as and when needs arise to ensure all RRPTs will be carried out on normal commercial terms which are not prejudicial to the interests of shareholders and on terms not more favourable to the Related Parties than those generally available to the public and are not detrimental to the interest of the minority shareholders.

## 4. EFFECTS OF THE PROPOSED SHAREHOLDERS' MANDATE

The Proposed Shareholders' Mandate will not have any effect on the net assets per share, earnings per share, gearing of the Group, and share capital and substantial shareholders' shareholdings of SCB.

## 5. RATIONALE AND BENEFIT OF THE PROPOSED SHAREHOLDERS' MANDATE

The rationale for SCB and its subsidiaries to enter into RRPT is to take advantage of efficiencies in business dealings, in particular competitive prices, shorter delivery time and reliability in source of materials, goods and services. The Related Parties have long-standing business relationships with SCB Group and the quality of the materials, goods, products and services have proven to meet the stringent requirements imposed by SCB Group.

The RRPT entered and to be entered into by SCB and the Group are all in the ordinary course of business. They are recurring transactions of a revenue or trading nature which are likely to occur with some degree of frequency and arise at any time and from time to time. These transactions may be constrained by the time-sensitive nature and confidentiality of such transactions, and it may be impractical to seek shareholders' approval on a case by case basis before entering into such RRPT described herein to allow SCB Group to enter into such recurrent transactions made on an arm's length basis and on normal commercial terms not prejudicial to the interest of the shareholders and not more favourable to the Related Parties than those generally available to the public and are not detrimental to the interest of the minority shareholders.

## **5. RATIONALE AND BENEFIT OF THE PROPOSED SHAREHOLDERS' MANDATE (cont'd)**

The RRPTs are intended to meet the business needs of SCB Group at the best possible terms. By transacting with the Related Parties, SCB Group would have an advantage of familiarity with the background, financial well-being and management of the Related Parties, thus enabling more informed commercial decisions to be made. In most dealings with the Related Parties, SCB Group and the Related Parties have a good understanding of each other's business needs thus providing a platform where all parties can benefit from conducting the RRPTs.

By obtaining the Shareholder Mandate, and the renewal of the same on an annual basis, the need to convene separate general meetings from time to time to seek shareholders' approval for the entry by SCB Group into such RRPT will be eliminated. This will substantially reduce administrative time, inconvenience and expenses associated with the convening of such general meetings without compromising the corporate objectives of SCB Group or adversely affecting the business opportunities available to SCB Group.

These would ultimately benefit the Group and the shareholders by enhancing profitability and returns on shareholders' funds.

## **6. CONDITIONS OF THE PROPOSED SHAREHOLDERS' MANDATE**

The Proposed Shareholders' Mandate are conditional upon approval being obtained from the shareholders of SCB at the forthcoming AGM. The Proposed Shareholders' Mandate is subject to annual renewal and will continue to be in force until:

- (i) the conclusion of the next AGM of SCB at which the Proposed Shareholders' Mandate was passed, at which time it will lapse, unless by a resolution passed at the meeting, the authority is renewed;
- (ii) the expiration of the period within which the next AGM after that date is required to be held pursuant to Section 340(2) of the Companies Act [but must not extend to such extension as may be allowed pursuant to Section 340(4) of the Companies Act]; or
- (iii) revoked or varied by resolution passed by the shareholders in general meeting,

whichever is the earlier.

A disclosure of a breakdown of the aggregate value of the RRPT conducted pursuant to the Proposed Shareholders' Mandate during the financial year shall be made in the annual report where the aggregate value is equal to or more than the threshold prescribed under Paragraph 10.09(1)(a) of the Listing Requirements, amongst others, based on the following information:

- the type of the RRPT made; and
- the names of the related parties involved in each type of the RRPT made and their relationship with SCB.

In addition, SCB is required to immediately announce to Bursa Securities when the actual value of a RRPT entered into by the Group exceeds the estimated value of the RRPT as set out in Section 3.2 of this Circular by ten percent (10%) or more.

## **7. DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS**

The interested Directors, namely Dato Sri Fong Joo Chung, Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba and Ng Woon Chiang have abstained, and will continue to abstain from all Board deliberations and voting in the Board resolutions pertaining to the Proposed Shareholders' Mandate at the AGM.

## 7. DIRECTORS' AND MAJOR SHAREHOLDERS' INTERESTS (cont'd)

These interested Directors, as named in the immediate paragraph above, and the interested Major Shareholders, namely Sarawak Energy Berhad, State Financial Secretary Sarawak and Delegation Sdn Bhd will abstain from voting on the resolutions, in respect of their direct and indirect shareholdings, deliberating and approving the Proposed Shareholder Mandate at the AGM. They have undertaken to ensure that their Persons Connected will also abstain from voting, in respect of their direct and indirect shareholdings, on the resolution deliberating and approving the Proposed Shareholders' Mandate at the AGM.

Based on the Record of Depositors as at 1 April 2019, the direct and indirect interests of the Interested Directors, Interested Major Shareholders and Persons Connected with them in the Company are outlined below:

Name	Direct		Indirect	
	No. of Shares	%	No. of Shares	%
<b><u>Interested Directors of SCB</u></b>				
Dato Sri Fong Joo Chung	400,200	0.13	-	-
Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba	237,240	0.07	36,448,400 <sup>(a)</sup>	11.50
Ng Woon Chiang	-	-	-	-
<b><u>Interested Major Shareholders of SCB</u></b>				
SEB	52,397,996	16.53	-	-
State Financial Secretary Sarawak	-	-	52,397,996 <sup>(b)</sup>	16.53
Delegation Sdn Bhd	-	-	52,397,996 <sup>(b)</sup>	16.53
<b><u>Persons connected</u></b>				
Dato' H'ng Chun Hsiang	2,620,750	0.83	31,356,900 <sup>(c)</sup>	9.89
Datin H'ng Hsieh Ling	2,470,750	0.78	31,356,900 <sup>(d)</sup>	9.89

**Note:**

- (a) Deemed interested by virtue of his interest in HNG Capital Sdn Bhd and his children's interest pursuant to Section 8(4) and Section 59(11)(c) of the Companies Act
- (b) Deemed interested by virtue of its interests in SEB pursuant to Section 8(4) of the Companies Act
- (c) Deemed interested by virtue of his interest in HNG Capital Sdn Bhd pursuant to Section 8(4) of the Companies Act
- (d) Deemed interested by virtue of her interest in HNG Capital Sdn Bhd pursuant to Section 8(4) of the Companies Act

Save as disclosed above, none of the other Directors, Major Shareholders and/or Persons Connected with them have any interest, direct or indirect, in the Proposed Shareholders' Mandate.

## 8. RECOMMENDATION BY DIRECTORS

The Board, save for Dato Sri Fong Joo Chung, Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba and Ng Woon Chiang, being interested Directors, having considered all aspects of the Proposed Shareholders' Mandate, is of the opinion that the Proposed Shareholders' Mandate is in the best interests of the Company.

Our Directors, namely, Dato Sri Mahmud Abu Bekir Taib, Dato' Ahmad Redza bin Abdullah, Yek Siew Liong, Datuk Kevin How Kow, Erman bin Radin, YB Dato Hajjah Hanifah Hajar Taib, Datuk Rozimi bin Remeli and Redzuan bin Rauf (being other than the named Directors who are interested in the Proposed Shareholders' Mandate as disclosed in Section 3.2 on pages 3 to 7 of this Circular) recommend that shareholders vote in favour of this ordinary resolution at the AGM.



## **9. ANNUAL GENERAL MEETING**

The AGM will be held at M Hotel, Hock Lee Centre, Level 4, Hotel Towers A, Jalan Datuk Abang Abdul Rahim, 93450 Kuching, Sarawak on Wednesday, 12 June 2019 at 10.00 a.m. and any adjournment thereof for the purpose of considering and, if thought fit, passing the ordinary resolutions as set out in the notice of AGM.

## **10. ACTION TO BE TAKEN BY SHAREHOLDERS**

If you are unable to attend and vote in person at the AGM and wish to appoint a proxy to attend and vote on your behalf, you should complete, sign and return the Form of Proxy in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the registered office of SCB at Lot 767, Block 8, Muara Tebas Land District, Demak Laut Industrial Estate Phase III, Jalan Bako, 93050 Kuching, Sarawak not later than 10.00 a.m. on Monday, 10 June 2019. The lodging of the Form of Proxy does not preclude you from attending and voting in person at the AGM should you subsequently wish to do so.

## **11. FURTHER INFORMATION**

Shareholders are requested to refer to the attached **Appendix I** for further information.

Yours faithfully  
For and on behalf of the Board

**DATUK KEVIN HOW KOW**  
Independent Non-Executive Director

**PART B**

**PROPOSED ADOPTION OF A NEW CONSTITUTION**



# SARAWAK CABLE BERHAD

(Company No.: 456400-V)  
(Incorporated in Malaysia)

## Registered Office

Lot 767, Block 8  
Muara Tebas Land District  
Demak Laut Industrial Estate  
Phase III, Jalan Bako  
93050 Kuching, Sarawak

30 April 2019

## Board of Directors:

Dato Sri Mahmud Abu Bekir Taib	- <i>Non-Independent Non-Executive Chairman</i>
Dato Sri Fong Joo Chung	- <i>Non-Independent Non-Executive Deputy Chairman</i>
Dato' Ahmad Redza bin Abdullah	- <i>Managing Director</i>
Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba	- <i>Non-Independent Non-Executive Director</i>
Yek Siew Liong	- <i>Non-Independent Non-Executive Director</i>
Datuk Kevin How Kow	- <i>Independent Non-Executive Director</i>
Erman bin Radin	- <i>Independent Non-Executive Director</i>
YB Dato Hajjah Hanifah Hajar Taib	- <i>Non-Independent Non-Executive Director</i>
Datuk Rozimi bin Remeli	- <i>Independent Non-Executive Director</i>
Redzuan bin Rauf	- <i>Independent Non-Executive Director</i>
Ng Woon Chiang	- <i>Alternate Director to Tan Sri Dato' Seri H'ng Bok San @ H'ng Ah Ba</i>

To: The Shareholders of Sarawak Cable Berhad

Dear Sir/Madam,

## PROPOSED ADOPTION OF A NEW CONSTITUTION

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### 1. INTRODUCTION

On 5 April 2019, the Company announced through Bursa Securities that the Board proposes to seek shareholders' approval of the Proposed Adoption of a New Constitution.

**The purpose of this Circular is to provide shareholders with details, effects and rationale pertaining to the Proposed Adoption of a New Constitution and to seek shareholders' approval for the resolution, which is to be tabled as a special resolution at the forthcoming AGM scheduled to be held on 12 June 2019.**

**Shareholders of SCB are advised to read and consider carefully the contents of this Circular before voting on the resolution pertaining to this proposal at the forthcoming AGM scheduled to be held on 12 June 2019.**

## 2. **RATIONALE FOR THE PROPOSED ADOPTION OF A NEW CONSTITUTION**

Pursuant to Section 36 of the Companies Act, the Board proposes that the existing Constitution be revoked in its entirety with immediate effect and by the replacement thereof with a new Constitution, taking into account the changes to the laws and regulations includes the following:

- (i) the Companies Act which came into effect on 31 January 2017;
- (ii) the amended Listing Requirements which was issued on 29 November 2017.

The Proposed Adoption of a New Constitution is primarily for the purpose of streamlining the existing Constitution to be aligned with the abovementioned amended laws and regulations. The Proposed Adoption of a New Constitution is also undertaken to provide clarity to certain provisions therein, where relevant, as well as to render consistency throughout in order to facilitate and further enhance administrative efficiency.

The New Constitution shall take effect upon the resolution in respect of the Proposed Adoption of New Constitution has been passed by a majority of not less than 75% of the total voting rights of the members who are entitled to vote and do vote in person or by proxy at the forthcoming 21<sup>st</sup> AGM of our Company.

The details of the new Constitution are as set out in **Appendix II** of this Circular.

## 3. **EFFECTS OF THE PROPOSED ADOPTION OF A NEW CONSTITUTION**

The Proposed Adoption of a New Constitution will not have any effect on the issued share capital, earnings per share, net assets, gearing and the shareholdings of the substantial shareholders of the Company.

## 4. **APPROVAL REQUIRED**

The Proposed Adoption of a New Constitution requires the approval of the shareholders at the forthcoming 21<sup>st</sup> AGM of our Company.

## 5. **INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM**

None of our Directors or Major Shareholders and/or Persons Connected to them has any interest, direct or indirect, in the Proposed Adoption of a New Constitution.

## 6. **OPINION AND RECOMMENDATION FROM DIRECTORS**

Our Board, having considered all aspects of the Proposed Adoption of a New Constitution, is that the Proposed Adoption of a New Constitution is in the best interest of the Company. Accordingly, our Board recommends that you vote in favour of the special resolution pertaining to the Proposed Adoption of a New Constitution to be tabled at the forthcoming 21<sup>st</sup> AGM of our Company.

## 7. **ANNUAL GENERAL MEETING**

The AGM will be held at M Hotel, Hock Lee Centre, Level 4, Hotel Towers A, Jalan Datuk Abang Abdul Rahim, 93450 Kuching, Sarawak on Wednesday, 12 June 2019 at 10.00 a.m. and any adjournment thereof for the purpose of considering and, if thought fit, passing the special resolution with or without modification to give effect to the Proposed Adoption of a New Constitution as set out in the notice of AGM.

**8. ACTION TO BE TAKEN BY SHAREHOLDERS**

If you are unable to attend and vote in person at the AGM and wish to appoint a proxy to attend and vote on your behalf, you should complete, sign and return the Form of Proxy in accordance with the instructions printed thereon as soon as possible and, in any event, so as to reach the registered office of SCB at Lot 767, Block 8, Muara Tebas Land District, Demak Laut Industrial Estate Phase III, Jalan Bako, 93050 Kuching, Sarawak not later than 10.00 a.m. on Monday, 10 June 2019. The lodging of the Form of Proxy does not preclude you from attending and voting in person at the AGM should you subsequently wish to do so.

**9. FURTHER INFORMATION**

Shareholders are requested to refer to the attached **Appendix I** for further information.

Yours faithfully  
For and on behalf of the Board

**DATO SRI MAHMUD ABU BEKIR TAIB**  
Non-Independent Non-Executive Chairman

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**APPENDIX I – ADDITIONAL INFORMATION**

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**1. RESPONSIBILITY STATEMENT**

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

**2 MATERIAL CONTRACTS**

There are no material contracts not being contracts entered into in the ordinary course of business which have been entered into by SCB Group during the two (2) years immediately preceding the date of this Circular.

**3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION**

SCB Group is not engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on the financial position or the business of SCB Group, and the Directors of SCB have no knowledge of any proceedings pending or threatened, against SCB Group, which might materially and adversely affect the business or financial position of SCB Group.

**4. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents are available for inspection at the registered office of SCB at Lot 767, Block 8, Muara Tebas Land District, Demak Laut Industrial Estate Phase III, Jalan Bako, 93050 Kuching, Sarawak following the publication of this Circular from Mondays to Fridays (except public holidays) during business hours up to and including the date of the forthcoming AGM:

- (a) The Memorandum and Articles of Association of SCB; and
- (b) The audited financial statements of the SCB Group for the past two (2) financial years ended 31 December 2017 to 31 December 2018.

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APPENDIX II – NEW CONSTITUTION OF THE COMPANY

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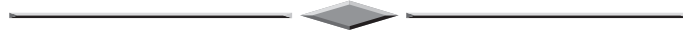
Company No.	456400-V
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THE COMPANIES ACT 2016



MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES



Constitution

of

**SARAWAK CABLE BERHAD**



Incorporated on the 8<sup>th</sup> January, 1998.

**THE COMPANIES ACT 2016**

**MALAYSIA**

**PUBLIC COMPANY LIMITED BY SHARES**

**THE CONSTITUTION**

**OF**

**SARAWAK CABLE BERHAD**

1. The name of the Company is **SARAWAK CABLE BERHAD**.
2. The registered office of the Company is situated in Malaysia.
3. The objects for which the Company is established are:-
  - (a) To carry on the business of an investment holding company and for that purpose to acquire and hold either in the name of the Company or in that of any nominee shares, lands, buildings, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carry on business; to buy or otherwise acquire shares, stocks, debentures, or other securities issued by any other company, to invest upon with or without security the moneys of the Company in such manner as may from time to time be determined and to hold any such shares, securities or investments or at any time or times to sell, realise the same and to re-invest the proceeds.
  - (b) To provide management, secretarial, accounting, advisory and all types of consultancy services (including but not limited to technical, administrative, human resources matters, preparing budget, costing, accounting business systems, electrical wires/cables/ switchgears related consultancy and/or engineering in relation to factories, buildings and works) to all or any of its subsidiary or related companies or investee company and in any other company whether now existing or hereafter to be formed.
  - (c) To carry on any trade or business whatsoever which can, in the opinion of the directors, be advantageously carried on by the Company in connection with or as auxiliary to the general business of the Company.
4. The Company shall have all the powers conferred on it by Section 21 of the Act without prejudice to and without in any way limiting or prejudicing any of such powers, the powers of the Company may include the following:-
  - (i) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.
  - (ii) To acquire and undertake the whole or any part of the business, property, and liability of any person or company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.



**Company No. 456400-V**

- (iii) To apply for, purchase, or otherwise acquire any patents, patent rights, copyrights, trade marks, formulas, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to, any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account, the property, rights, or information so acquired.
- (iv) To amalgamate or enter into partnership or into any arrangement for sharing of profits, union of interest, co-operation, joint venture, reciprocal concession, or otherwise, with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (v) To take, or otherwise acquire, and hold, shares, debentures, or other securities of any other company.
- (vi) To enter into any arrangements with any Government or authority, supreme, municipal, local, or otherwise, that may seem conducive to the Company's objects, or any of them; and to obtain from any such Government or authority any rights, privileges, and concessions which the Company may think it desirable to obtain; and to carry out, exercise, and comply with any such arrangements, rights, privileges, and concessions.
- (vii) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit employees or directors or past employees or directors of the Company or of its predecessors in business, or the dependants or connections of any such persons; and to grant pensions and allowances, and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, or useful object.
- (viii) To promote any other company or companies for the purpose of acquiring or taking over all or any of the property, rights, and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (ix) To purchase, take on lease or in exchange, hire, and otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land, buildings, easements, machinery, plant, and stock in trade.
- (x) To construct, improve, maintain, develop, work, manage, carry out, or control any buildings, works, factories, mills, roads, ways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, warehouses, electric works, shops, stores, and other works and conveniences which may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, development, working, management, carrying out, or control thereof.
- (xi) To invest and deal with the money of the Company not immediately required in such manner as may from time to time be thought fit.
- (xii) To lend and advance money or give credit to any person or company; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company.
- (xiii) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability, contract, guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital; and to purchase, redeem, or pay off any such securities.

## Company No. 456400-V

- (xiv) To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures, or other securities of the Company, or in or about the organization, formation, or promotion of the Company or the conduct of its business.
- (xv) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchanges, bills of lading, and other negotiable or transferable instruments.
- (xvi) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of the Company.
- (xvii) To adopt such means of making known and advertising the business and products of the Company as may seem expedient.
- (xviii) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase, or otherwise, and to exercise, carry out, and enjoy and charter, licence, power, authority, franchise, concession, right, or privilege, which any Government or authority or any corporation or other public body may be empowered to grant; and to pay for, aid in, and contribute towards carrying the same into effect; and to appropriate any of the company's shares, debentures, or other securities and assets to defray the necessary costs, charges, and expenses thereof.
- (xix) To apply for, promote, and obtain any statute, order, regulation or other authorization or enactment which may seem calculated directly or indirectly to benefit the Company; and to oppose any bills, proceedings, or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (xx) To procure the Company to be registered or recognized in any country or place outside Malaysia.
- (xxi) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (xxii) To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment of any movable or immovable property purchased or otherwise acquired by the company or any services rendered to the Company.
- (xxiii) To distribute any of the property of the Company among the members in kind or otherwise but so that no distribution amounting to a reduction of capital shall be made without the sanction required by law.
- (xxiv) To take or hold mortgages, liens, and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others.
- (xxv) To carry out all or any of the objects of the Company and do all or any of the above things in any part of the world and either as principal, agent, contractor, or trustee, or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others.
- (xxvi) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.
- (xxvii) To acquire by purchase in good faith and in the best interest of the Company, the Company's own shares through Bursa Malaysia Securities Berhad on which the shares of the Company are quoted and will not become insolvent by incurring the debts involved in the obligation to pay for the shares so purchased and to deal in such shares in accordance with the provisions of the Companies Act 2016 and any rules, regulations and guidelines thereunder issued by Bursa Malaysia Securities Berhad and any other relevant authorities thereof.

**Company No. 456400-V**

- (xxviii) To make contributions and donations and in any other manner to give aid, assistance and help to any person, firm, company, association, society or other body or party for any whatsoever object or purpose.
- (xxix) To transact any lawful business in aid of Malaysia in the prosecution of any war or hostilities in which Malaysia is engaged.

And it is hereby declared that the word “company” in this clause, except where used in reference to the “Company”, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Malaysia or elsewhere, and further that the intention is 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 ways 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 as a full and ample manner and construed just as wide a sense as if the said paragraph defined the objects of a separate distinct and independent company.

5. The liability of the members is limited.
6. The shares in the Company may be divided into several classes and there may be attached thereto respectively any preferential, deferred, or other special rights, privileges, conditions, or restrictions as to dividends, capital, voting or otherwise.
7. Subject always to the respective rights, terms, and conditions as stated herein, the Company shall have the power to increase or reduce capital, and to consolidate and divide its capital into shares of larger or smaller amounts and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms and conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the regulations for the time being of the Company.

**INTERPRETATION**

8. In this Constitution the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:- *Interpretation Clause*

<b>Words</b>		<b>Meanings</b>	<i>Definitions</i>
Act	... ..	The Companies Act 2016 or any statutory modification, amendment or re-enactment thereof for the time being in force.	
Articles	... ..	Clauses of this Constitution of the Company as originally framed or as altered from time to time by special resolution.	
Authorised Nominee	... ..	A person who is authorised to act as nominee as specified under the Rules.	
Beneficial Owner	... ..	In relation to Deposited Securities, the ultimate owner of the Deposited Securities who is entitled to all rights, benefits, powers and privileges and is subject to all liabilities, duties and obligations in respect of, or arising from, the Deposited Securities and does not include a nominee of any description.	
Books Closing Date	... ..	The specified time and date set by the Company for the purpose of determining entitlements to dividends, interest, new securities or other distributions or rights of holders of its securities.	
Central Depositories Act	... ..	The Securities Industry (Central Depositories) Act 1991, or any statutory modification, amendment or re-enactment thereof for the time being in force.	
Company	... ..	Sarawak Cable Berhad (Company No. 456400-V)	
Convertible Securities	... ..	Securities which are convertible or exercisable by their terms of issue, into listed shares.	
Depositor	... ..	A holder of a securities account established by the Depository.	
Depository	... ..	Bursa Malaysia Depository Sdn Bhd or such other name by which it may be known from time to time.	
Deposited Security	... ..	A security or securities standing to the credit of a securities account and includes a securities in a securities account that is in suspense.	
Directors	... ..	The Directors for the time being of the Company and includes alternate Directors.	
Dividend	... ..	Includes bonus.	
Documents	... ..	Any document required to be sent under the Listing Requirements to the securities holder.	
Electronic Address	... ..	Any electronic mail address or mobile or contact number used for the purpose of sending or receiving documents or information by electronic means.	

**Company No. 456400-V**

Electronic Communication	... ..	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 Electric Address or any other address or number of the addressee, as permitted by the law.
Electronic Form	... ..	Document or information sent by Electronic Communication or by any other means whereby a recipient of such document or information would be able to retain a copy.
Exchange / Stock Exchange	... ..	Bursa Malaysia Securities Berhad or by whatever name from time to time called and includes, if appropriate, any other stock exchange to the official list whereof the Company is admitted and on which the securities/shares of the Company are listed and quoted.
Listing Requirement	... ..	Main Market Listing Requirements of Bursa Malaysia Securities Berhad applicable to the Company as may be amended from time to time including any re-enactment thereof.
Market Day(s)	... ..	A day on which the stock market of the Exchange is open for trading in securities.
Member	... ..	Any person/persons for the time being holding shares in the Company and whose names appear in the Register (except Bursa Malaysia Depository Nominees Sdn Bhd or by whatever name from time to time called) including Depositors whose names appear on the Record of Depositors.
Month	... ..	Calendar month.
Office	... ..	The registered office for the time being of the Company.
Paid	... ..	Paid or credited as paid.
Proxy	... ..	Includes attorneys duly appointed under a valid power of attorney.
Record of Depositors	... ..	A record provided by the Depository to the Company or its registrars or its issuing house pursuant to Chapter 24.0 of the Rules.
Register	... ..	The Register of Members to be kept pursuant to the Act.
Rules	... ..	The Rules of the Depository, including any amendment that may be made from time to time.
Seal	... ..	The common seal of the Company.
Secretary	... ..	Any person appointed to perform the duties of the secretary of the Company for the time being.

Securities	... ..	Shall have the meaning given in Section 2(1) of the Capital Markets and Services Act 2007.
Securities Account	... ..	An account established by the Depository for a Depositor for the recording of deposit of Securities and for dealing in such Securities by the Depositor.

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

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

Words importing masculine gender only include the feminine gender.

Words importing persons shall include corporations and companies.

Subject as aforesaid, any words or expressions defined in the Act shall, except where the subject or context forbids, bear the same meanings in this Constitution.

*Expressions in Act defined to bear same meaning in Constitution*

The headings and subheadings and marginal notes where they appear in this Constitution are for convenience of reference only and shall not in any way affect the interpretation or constitution of these Articles.

*Headings, subheadings and marginal notes not to affect interpretation*

#### **SHARE CAPITAL AND VARIATION OF RIGHTS**

9. Without prejudice to any special rights previously conferred on the holders of any existing shares but subject to the Listing Requirements, the Act and to this Constitution, shares in the Company may be issued by the Directors and any such shares 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 Directors, subject to any ordinary resolution of the Company, may determine.
10. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the provisions of this Constitution, the Listing Requirements, the Act and to the provisions of any resolution of the Company, shares in the Company may be issued by the Directors, who may allot, or otherwise dispose of such shares to such persons, on such terms and conditions, with such preferred, deferred or other special rights, and subject to such restrictions and at such times as the Directors may determine but the Directors 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;
  - (b) no issue of shares shall be made which will have the effect of transferring a controlling interest in the Company to any person, company or syndicate without the prior approval of the Members in general meetings;
  - (c) no director shall participate in a scheme involving a new issuance of shares to the employees ("Share Issuance Scheme") unless Members in general meeting have approved the specific allotment to be made to such director;

*Power to issue shares with special rights*

*Issue and allotment of shares*

- (d) except in the case of an issue of shares on a pro rata basis to Members or pursuant to a placement as prescribed in the Listing Requirements, the Company shall not issue shares or other convertible securities to the following persons unless Members in general meeting have approved of the specific allotment to be made to such persons:-
- (i) Director, major shareholder or chief executive of the Company or a holding company of the Company as defined in the Listing Requirements; or
  - (ii) person connected with any person mentioned in (i) above, as defined in the Listing Requirements.
11. (a) The Company must ensure that all new issues of securities for which listing is sought on the Exchange are made by way of crediting the Securities Accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance with the Listing Requirements. For this purpose, the Company must notify the Depository of the names of the allottees and all such particulars required by the Depository, to enable the Depository to make the appropriate entries in the Securities Accounts of such allottees. The Company must allot and issue securities, despatch notices of allotment to the allottees and make an application for the quotation of such securities within such period as specified in the Listing Requirements or may be prescribed by the Exchange, applicable to the mode or scheme of issue from the occurrence of specific event for an issue of securities and deliver to the Depository the appropriate certificates in such denominations as may be specified by the Depository or its nominee company. *New issues of securities*
- (b) Without limiting the generality of Sections 75 and 76 of the Act, the Company must not issue any ordinary shares or other securities with rights of conversion to ordinary shares if those shares or securities, when aggregated with any such shares or securities which the Company has issued during the preceding twelve (12) months, exceeds ten per cent (10%) of the total number of issued shares (excluding treasury shares) of the Company, except where the shares or convertible securities are issued with the prior Members' approval in a general meeting of the precise terms and conditions of the issue. *General Mandate for issue of Securities*
- (c) In working out the number of shares or convertible securities that may be issued by the Company, if the security is a convertible security, each such security is counted as the maximum number of shares into which it can be converted or excised.
12. The Company must not cause or authorise its registrars to cause the Securities Accounts of the allottees to be credited with the additional shares until after it has filed with the Exchange an application for listing of such additional shares and been notified by the Exchange that they have been authorised for listing. *Crediting of securities*
13. Subject to the provision of the Act, any preference shares may with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed. *Issue of preference shares*
14. (a) Preference shareholders shall be entitled to a right to vote in each of the following circumstances:- *Rights of preference shareholders*
- (i) when the dividend or part of the dividend on the share is in arrears for more than six (6) months;
  - (ii) on a proposal to reduce the Company's share capital;

- (iii) on a proposal for the disposal of the whole of the Company's property, business and undertaking;
    - (iv) on a proposal that affects rights attached to the share;
    - (v) on a proposal to wind-up the Company; and
    - (vi) during the winding-up of the Company.
  - (b) A holder of a preference share shall also be entitled to the same rights as a holder of an ordinary share in relation to receiving notices, reports and audited financial statements, and attending meetings of the Company.
15. The Company shall not issue preference shares ranking in priority above preference shares already issued, but may issue preference shares ranking equally therewith. *Power to issue further preference shares*
16. Notwithstanding Clause 17 hereof, the repayment of preference share capital other than redeemable preference share capital or any alteration of preference shareholders' rights, shall only be made pursuant to a special resolution of the preference shareholders concerned 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 not less than seventy five per centum (75%) of the total voting rights of the preference share concerned within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting. *Repayment of preference capital*
17. Subject to the Listing Requirements, if at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may subject to Sections 71 and 91 of the Act and whether or not the Company is being liquidated, be varied or abrogated with the consent in writing of the holders of not less than seventy five per centum (75%) of the total voting rights of the shareholders of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy, one-third (1/3) of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution, the provisions of Section 292 of the Act shall, with such adaptations as are necessary, apply. *Modification of class rights*
18. Subject to the Act and the Listing Requirements, the rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects pari passu therewith. *Ranking of class rights*
19. No person shall exercise any rights of a Member until his name shall have been entered in the Register or the Record of Depositors and he shall have paid all calls and other moneys for the time being due and payable on any share held by him PROVIDED THAT the Depository or its nominee company in whose name the Deposited Securities are registered shall not be entitled to any such right. *Exercise of rights of Members*
20. The Company may exercise the powers of paying commission conferred by the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, and the rate of the commission shall not exceed the rate of ten per cent (10%) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent (10%) of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful. *Power to pay commission and brokerage on subscription of shares*



21. Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a long period, the Company may pay interest or return on the amount of such share capital as is for the time being paid up for the period, the rate of interest or returns shall not exceed five per centum per annum or such other rate as for the time being prescribed, and subject to the conditions and restrictions mentioned in Section 130 of the Act and may charge the same to capital as part of the cost of the plant construction of the works or buildings or the provision. *Interest on share capital during construction*
22. Except as required by law or as provided under the Central Depositories Act and the Rules, 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 recognize (even with notice thereof) any equitable, contingent, future or partial interest in any share or any unit of share (except only as provided by law) or any other rights in respect of any share, except an absolute right to the entirety thereof in the registered holder. *Trusts not to be recognised*

### CERTIFICATES

23. Subject to the provisions of the Act, the Central Depositories Act and the Rules, if any share certificate shall be defaced, worn out, destroyed, lost or stolen, it may be renewed on such evidence being produced and a letter of indemnity (if required) being given by the Member, transferee, person entitled, Depository or on behalf of its/their client(s) as the Directors shall require, and (in the case of defacement or wearing out) on delivery of the old certificate, and in any case on payment of such sum not exceeding Ringgit Malaysia Three (RM3.00) only per certificate or such other sum as may from time to time be permitted by the Exchange as the Directors may determine. In the case of destruction, loss or theft of a share certificate, the Member, transferee, person entitled or Depository to whom such renewed certificate is given, shall also bear the loss and pay the Company all expenses incidental to the investigations by the Company of the evidence of such destruction, loss or theft. If the Member, transferee, person entitled or Depository requires more than one (1) share certificate in respect of shares registered in its name, it shall pay such fee as shall be determined by the Directors and/or the Exchange. *New Certificates*

Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company shall issue share certificate(s) in reasonable dominations to the Member, transferee, person entitled, Depository or its nominees.

Every certificate shall be issued under the seal and bear the signatures or the autographical signatures reproduced by mechanical, electronic and/or by any other means of one (1) Director and the Secretary or a second Director or such other person as may be authorised by the Directors, and shall specify the shares to which it relates, and the amount paid up thereon.

24. Subject to the provisions of the Act, the Central Depositories Act, the Rules, the Listing Requirements, the Company shall issue or allot securities, despatch notices of allotment to the successful applicants/allottees and apply for the quotation of such shares/ securities within such period, where applicable, as prescribed by the Exchange. *Allotment and despatch of notices of allotment*

### LIEN

25. Subject to the Listing Requirements, the Company shall have a first and paramount lien on every share (not being a fully paid up share) for all money due and unpaid in respect of that share and the Company shall be entitled to charge interest thereon, not exceeding eight per cent (8%) per annum or such other rate as the Directors may determine and the Company shall also have a first and paramount lien on every share (other than a fully paid share) registered in the name of a Member or a deceased Member for such amounts as the Company may be called upon by law to pay in respect of that share. The Company's lien, if any, on a share shall extend to all dividends payable thereon. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. *Company to have paramount lien on shares*

26. Subject to the Central Depositories Act and the Rules, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy. *Lien may be enforced by sale of shares*
27. To give effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser thereof subject to the Central Depositories Act and the Rules. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by an irregularity or invalidity in the proceedings in reference to the sale and the remedy of the holder of such share or of any person claiming under or through him in respect of any alleged irregularity or invalidity, shall be against the Company. *Directors may effect transfer and remedy for wrongful transfer*
28. The net proceeds of the sale after payment of the amount of interest and costs relating to the sale, shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall be paid to the person entitled to the shares at the date of the sale or his executors, administrators or assignees or as he directs. *Application of proceeds of sale*

### CALLS ON SHARES

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

33. The Directors may from time to time: *Difference in calls*
- (a) make arrangements on the issue of shares for varying the amounts and times of payment of calls as between members;
  - (b) accept from any Member the whole or a part of the amount remaining unpaid on any shares although no part of that amount has been called up; and
  - (c) pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.
34. The Directors may, if they think fit, receive from any Member willing to advance payment, all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) eight per cent (8%) per annum as may be agreed upon between the Directors and the Member paying the sum in advance. Such capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, capital paid in advance of calls shall not, until the same would but for such advance have become payable, be treated as paid up on the shares in respect of which they have been paid. *Capital paid in advance of calls*

#### **INFORMATION ON SHAREHOLDING**

35. (a) The Company may by notice in writing require any Member, within such reasonable time as is specified in the notice:- *Company may require information*
- (i) to inform the Company whether he holds any voting shares in the Company as Beneficial Owner, Authorised Nominee or as trustee; and
  - (ii) if he holds such interest in shares as trustee or Authorised Nominee, to give the Company (to the extent that he knows) particulars of the persons for whom he holds such interest in shares including (without limitation), such persons' names, addresses and other particulars of such persons which are sufficient to enable such persons to be identified and the nature of their interest.
- (b) The Company may also by written notice require such persons identified under Clause 35(a) as persons for whom an interest in a share is being held to make the statements and give the particulars which the Company is entitled to require a person to give under Clause 35(a).
- (c) The Company may by written notice require a Member to state within such reasonable time specified in such notice whether any of the voting rights carried by any voting shares in the Company held by him are the subject of any agreement or arrangement under which another person is entitled to control his exercise of those rights and if so, to give all material particulars of such agreement or arrangement (whether written or oral) and the particulars of all parties to it.

#### **TRANSFER OF SECURITIES**

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

37. Subject to this Constitution, the Rules, the Central Depositories Act, the Listing Requirements and Rules of the Exchange, any Member may transfer all or any of his shares by instrument in writing in the form prescribed and approved by the Exchange, the Act, and/or the Central Depositories Act as the case may be. The transferor shall remain the holder of the shares transferred until the transfer is registered or duly effected in accordance with the law and the name of the transferee is entered in the Register and/or the Record of Depositors (where applicable) in respect thereof. The instrument of transfer must be left for registration at the Office together with such fee not exceeding RM1.00 as the Directors from time to time may require. All instrument of transfer which shall be transferred shall be retained by the Company, but any instrument of transfer which the Directors may decline to register, shall upon demand be returned to the person depositing the same. *Form of instrument of transfer*
38. Subject to the provision of any law or regulation, including the Act, the Central Depositories Act, the Listing Requirements, this Constitution and the Rules, *Refusal to register transfer*
- (a) the Directors may in their absolute discretion decline to register any transfer of shares:-
- (i) not fully paid;
  - (ii) which the Company has a lien;
  - (iii) if the Directors are aware or have reason to believe that the registration of the transfer would result in a contravention of or failure to observe the provision of a law in Malaysia; or
  - (iv) in circumstances where fraud or impropriety is suspected in relation to the transfer of shares;
- (b) the Depository may in its absolute discretion refuse to register any transfer of the Deposited Security that does not comply with the Central Depositories Act and the Rules.
39. The transfers books and the Record of Depositors and the register of debentures holders may be closed for such period as the Directors think fit PROVIDED THAT it shall not be closed for more than thirty (30) days in any year. Any notice of intention to fix a Books Closing Date and the reason therefor shall be made within such period prescribed by the Exchange. The transfer books and Record of Depositors may be closed for the purpose of determining persons entitled to dividends, interest, or new securities or rights to a priority of application for issue of securities. The Company shall request the Depository in accordance with the Rules to issue a Record of Depositors as at the latest date which is reasonably practicable which shall in any event be not less than three (3) market days before the occurrence of the related event. *Fixing of Books Closing Date*
40. Subject to the provisions of these Articles, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person. *Renunciation*

#### **TRANSMISSION OF SECURITIES**

41. In the case of the death of a Member, the executors or administrators of the deceased shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased Member from any liability in respect of any share which had been held by him. *Death of Member*

42. Where:- *Transmission of securities*
- (a) the securities of the Company are listed on another stock exchange; and
  - (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules in respect of such securities;
- the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in the ownership of such securities.
43. Any person becoming entitled to a share/security in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors/Depository and subject as hereinafter provided, elect either to be registered himself as holder of the share/security or to have some person nominated by him registered as the transferee thereof, but the Directors/Depository 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/security by that Member before his death or bankruptcy. PROVIDED ALWAYS subject to the Rules, the Act, the Central Depositories Act and the Listing Requirements, a transfer of the share/security may be carried out by the person becoming so entitled. *Death or bankruptcy of a Member*
44. If any person so becoming entitled elects to be registered himself, he shall deliver or send to the Company and Depository, a notice in writing signed by him and stating that he so elects, provided that where the share is a Deposited Security and the person becoming entitled elects to have the security transferred to him, the aforesaid notice must be served by him on the Depository. If he elects to have another person registered, he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of the Rules relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member. *Notice of election*
45. Where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Directors in that behalf, be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if he had not died or become bankrupt. *Person entitled may receive dividends etc*

#### **FORFEITURE OF SHARES**

46. If any Member fails to pay the whole or any part of any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest, not exceeding eight per cent (8%) per annum or any other rate as the Directors shall determine which may have accrued. *Notice requiring payment*
47. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of service of the notice) on or before which the payment required by the notice is to be made and the place where payment is to be made and shall state that in the event of non-payment at or before the time and place appointed, the shares in respect of which the call was made will be liable to be forfeited. *Particulars of notice*

48. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture of shares shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture. A notice of forfeiture shall be sent to the Member within fourteen (14) days of the forfeiture and an entry of such notice having been given and of the forfeiture with the date thereof, shall forthwith be made in the Register or the Record of Depositors as appropriate, opposite to the shares. *Forfeiture*
49. Subject to the Central Depositories Act, a forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Notice of sale or disposal shall be sent to the holder of the shares sold or disposed of within fourteen (14) days of the date of sale or disposal. *Directors may sell shares or cancel forfeiture*
50. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest at the rate of eight per centum (8%) per annum from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares. *Liability of Member in respect of forfeited shares*
51. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. *Evidence of forfeiture*
52. The Company may receive the consideration, if any, given for any forfeited share on any sale or disposition thereof and authorise some person to execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and he shall not be bound to see to the application of the purchase money if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. 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. *Proceeds of sale*
53. The provisions of this Constitution as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed date, as if the same had been payable by virtue of a call duly made and notified. *Non-payment of any sum pursuant to the issue of a share*

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

54. The Company may by an ordinary resolution passed at a general meeting convert any paid up shares into stock or re-convert any stock into paid up shares of any denomination. *Conversion to be at general meeting*
55. The holders of the stock may transfer the same, or any part thereof in the same manner and subject to the same in this Constitution as and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances permit; but the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum. *Transfer of stock*

56. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, participation in assets on a liquidation, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such right, privilege or advantage (except participation in the dividends and profits of the Company and in the assets on liquidation) shall be conferred by any such aliquot part of stock which would not, if existing in shares, have conferred that right, privilege or advantage. *Rights of stock holders*
57. All such provisions of this Constitution as are applicable to paid-up shares shall apply to stock and the words "share" and "Member" shall include "stock" and "holder of stock" respectively. *Definition*

### INCREASE OF CAPITAL

58. (a) The Company may from time to time, whether all the shares for the time being issued have been fully paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs. *Power to increase capital*
- (b) Subject to any direction to the contrary that may be given by the Company in general meeting, any original shares for the time being unissued and not allotted and any new shares or Securities from time to time to be created or other Convertible Securities shall, before they are issued, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares or Securities or Convertible Securities to which they are entitled. The offer shall be made by notice specifying the number of shares or Securities or Convertible Securities offered, and limiting a time within which the offer, if not accepted, shall be deemed to be declined, and, after the expiration of that time, or on the receipt of any intimation from the person to whom the offer is made that he declines to accept the shares or Securities or Convertible Securities offered, the Directors may dispose of those shares or Securities or Convertible Securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new shares or Securities or Convertible Securities which (by reason of the ration which the new shares or Securities or Convertible Securities bear to shares or Securities or Convertible Securities held by persons entitled to any offer of new shares or Securities or Convertible Securities) cannot in the opinion of the Directors, be conveniently offered under this Constitution. *Pre-emption*
59. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital. *New shares to rank with original shares*

### ALTERATION OF CAPITAL

60. The Company may by ordinary resolution:- *Power to alter capital*
- (a) consolidate and divide all or any of its share capital the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
- (b) sub-divide 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.

PROVIDED ALWAYS THAT nothing in this Clause shall affect the Company's power to cancel any shares pursuant to any exercise of its power under Clause 7 of this Constitution.

61. The Company may by special resolution reduce its share capital in any manner with, and subject to, any authorisation, and consent required by law. Power to reduce capital *Power to reduce capital*

#### SHARE BUY-BACK

62. (a) The Company shall have the power, subject to and in accordance with the provisions of the Act and/or any rules, regulations, guidelines, requirements and/or orders thereunder issued by the Exchange and any other relevant authorities for the time being in force, to purchase and thereafter to deal with its own shares. Share buy-back *Share buy-back*
- (b) Subject to the provisions of the Act and any regulations made thereunder and to any rights previously conferred on the holders of any class of shares and to any requirements imposed by the Exchange in respect of securities admitted to listing, and any rules or guidelines of any relevant authorities, the Company may purchase any of its own shares of any class, including any redeemable shares. Neither the Company nor the Directors shall be required to select the shares to be purchased rateably or in any particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with rights as to dividends or capital conferred by any class of the shares.

#### GENERAL MEETINGS

63. An annual general meeting of the Company shall be held in accordance with the provisions of the Act. All general meetings other than the annual general meeting shall be called extraordinary general meetings. All general meetings shall be held at such time and place as the Directors shall determine. Every notice of an annual general meeting shall specify the meeting as such and every meeting convened for passing a special resolution shall state the intention to propose such resolution as a special resolution. *General Meeting*

Such meeting of its members may be held at more than one venue using any technology or method that allows all members of the Company to participate and to exercise the members' rights to speak and vote at the meeting, and using any available technology to provide notice, conduct and record or facilitate voting at that meeting or adjournment of that meeting of members subject to rules, regulations and laws prevailing. The main venue of the meeting shall be in Malaysia and the Chairman shall be present at the main venue of the meeting.

64. The Directors may, whenever they so decide by resolution, convene an extraordinary general meeting of the Company. In addition, an extraordinary general meeting shall be convened on such requisition as is referred to in Section 311 of the Act, or if the Company makes default in convening a meeting in compliance with a requisition received pursuant to Section 312 of the Act, a meeting may be convened by the requisitionists themselves in the manner provided in Section 313 of the Act. Extraordinary general meeting *Extraordinary general meeting*
65. (a) The notices convening a general meeting shall be given to all shareholders 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. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed subject to the provisions of the Act by members entitled to attend and vote at such meeting. *General Meeting*
- (b) Every notice convening meetings shall specify the place, day and hour of the meeting.



- (c) The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given.
- (d) Any notice of a meeting called to consider special business shall be accompanied by a statement of the general nature of the business and the effect of any proposed resolution in respect of such special business.
- (e) At least fourteen (14) days' notice or twenty-one (21) days' notice in the case where any special resolution is proposed or where it is an annual general meeting, of every such meeting shall be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each Stock Exchange upon which the Company is listed.
- (f) Subject to the Act, Listing Requirements, laws, rules or regulations, notice of a meeting of members shall be in writing or Documents which is required or permitted to be given, sent or served under the Act or under this Constitution shall be given to the members either:-
  - (i) in hard copy;
  - (ii) in electronic form; or
  - (iv) partly in hard copy and partly in electronic form.
- (g) A notice or Documents:-
  - (i) given in hard copy shall be sent to any member/securities holder either personally or by post to the address supplied by the member/securities holder to the Company for such purpose; or
  - (ii) given in electronic form shall be transmitted to the electronic address provided by the member/securities holder to the Company for such purpose or by publishing on a website.
- (h) A notice of a meeting of members or Documents shall not be validly given by the Company by means of a website unless a notification to that effect is given in accordance with Section 320 of the Act.
- (i) The Company shall notify a member/securities holder of the publication of the notice or Documents on the website and such notifications shall be in writing and shall be given in hard copy or electronic form stating:-
  - (i) that it concerns a meeting of members;
  - (ii) the place, date and time of the meeting;
  - (iii) the general nature of the business of the meeting; and
  - (iv) whether the meeting is an annual general meeting.

If the Company sends the notice or Documents or notifications through electronic mail, there must be proof of electronic mail delivery. In the event of delivery failure, the Company shall send for a hard copy of the notice or Documents to him.

Notice of meeting of members may include text of any proposed resolutions and other information as the Directors deem fit.

- (j) The notice or Documents shall be made available on the website throughout the period beginning from the date of the notification referred to in Clause 65(i) until the conclusion of the meeting.

- (k) The contact details of the member/securities holder as provided to the Bursa Depository shall be deemed as the last known address provided by the member to the Company for purposes of communication with the member.
- (l) Where any member/securities holder requests for a hard copy of the Documents, the Company shall forward a hard copy of these Documents to the member/securities holder as soon as reasonably practicable after the receipt of the request, free of charge.
- (m) Where It relates to Documents required to be completed by members/securities holders for a rights issue or offer for sale, the Company must send these Documents through electronic mail, in hard copy or in any other manner as the Exchange may prescribe from time to time.
66. (a) The Company shall request the Depository in accordance with the Rules, to issue a Record of Depositors to whom notices of general meetings shall be given by the Company. *Record of Depositors*
- (b) The Company shall also request the Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than three (3) market days before the general meeting (“the General Meeting Record of Depositors”).
- (c) Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations, 1996 (where applicable) and notwithstanding any provision in the Act, a Depositor shall not be regarded as a Member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.
67. Subject always to the provisions of Section 302 of the Act, no business shall be transacted at any extraordinary general meeting except business of which notice has been given in the notice convening the meeting and no business shall be transacted at an annual general meeting other than business of which notice has been given aforesaid, with the exception of declaring a dividend, the laying of the audited financial statements and the report of the Directors and auditors, the fixing of the fees and benefits payable of Directors, the election or re-election of Directors in the place of those retiring, the appointment or re-appointment of Directors, and the appointment/re-appointment of the auditors and fixing of their remuneration. *Business at Meetings*
- All business that is transacted at an extraordinary general meeting shall be special business, and also all business that is transacted at an annual general meeting, with the exception of the ordinary business as mentioned in the above paragraph, shall be special business.
68. In every notice calling a meeting of the Company there shall appear with reasonable prominence, a statement that a Member entitled to attend and vote is entitled to appoint not more than two (2) proxies to attend and vote instead of him. If a Member appoints more than one (1) proxy, the appointments shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy. *Notice that proxy is allowed*
69. The accidental omission to give notice of meeting to, or the non-receipt of notice of a meeting, by any person entitled to receive such notice shall not invalidate any resolution passed or the proceedings at any such meeting. *Omission to give notice*

#### PROCEEDINGS AT GENERAL MEETING

70. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two (2) Members present in person shall be a quorum. For the purposes of constituting a quorum, one or more proxies appointed by a person shall be counted as one member. *No business unless quorum is present*
71. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of Members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week (or if that day be a public *Proceedings if no quorum; Adjournment*

holiday then to the next business day following that public holiday) at the same time and place or to such other day and at such other time and place as the Directors may determine, but if a quorum is not present within half an hour from the time appointed for holding the adjourned meeting the Member or Members present shall be a quorum.

72. The Chairman (if any) of the Board of Directors or, in his absence, a Deputy Chairman (if any) shall preside as Chairman at every general meeting. If no such Chairman or Deputy Chairman or if at any general meeting neither the Chairman or a Deputy Chairman is present within fifteen (15) minutes after the time appointed for holding the meeting or if neither of them is willing to act as Chairman, the Directors present shall choose one of their number, to act as Chairman or if one (1) Director only is present, he shall preside as Chairman if willing to act. If no Director is present, or if each of the Directors present declines to take the chair, the persons present and entitled to vote (on a poll) shall elect one of their number to be Chairman. The election of the Chairman shall be by a show of hands. *Chairman of general meeting*
73. A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company. *Directors' Entitlement*
74. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting 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. *Chairman may adjourn meeting and notice of adjournment to be given*
75. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:- *Evidence of passing resolutions*
- (a) by the Chairman of the meeting; or
  - (b) by at least five (5) Members present in person or by proxy; or
  - (c) by any Member or Members present in person or by proxy and representing not less than ten per centum of the total voting rights of all Members having the right to vote at the meeting excluding any voting rights attached to any shares in the Company held as treasury shares ; or
  - (d) by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than ten per centum of the total sum paid on all the shares conferring that right, excluding shares in the Company conferring a right to vote on the resolution which are held as treasury shares.
- Unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.
76. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of Chairman or on a question of adjournment shall be taken forthwith. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. The Chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may in addition to the powers of adjourning meetings contained in Clause 74 adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll. *How a poll is to be taken*

## Company No. 456400-V

77. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote. *Chairman's casting vote*
78. Subject to Clause 66, a Member 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. *Voting rights of Members*
79. Subject to this Constitution and the provisions in the Listing Requirements, any rights or restrictions for the time being attached to any class of shares at meetings of Members or classes of Members, each Member entitled to vote may vote in person or by proxy or by attorney or by duly authorised representative, and on a resolution to be decided on a show of hands, every person who is a Member or proxy or attorney or representative of a Member shall have one (1) vote and on a poll, every Member present in person or by proxy or attorney or representative shall have one (1) vote for each share he holds. A proxy shall be entitled to vote on a show of hands on any questions at any general meeting. *Voting rights on a show of hands and on a poll*
80. Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such a manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable. *Shares of different monetary denominations*
81. 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, whether on a show of hands or on a poll, by his committee or by such other person as properly as the management of his estate, and any such committee or other person may vote by proxy or attorney and any person entitled under this Constitution to transfer any shares, may vote at any general meeting in respect thereof in the same manner as if he was the registered holder of such shares provided that forty-eight (48) hours at least before the time of holding the meeting or adjourned meeting, as the case may be at which he proposes to vote, he shall satisfy the Directors of his right to transfer such shares unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof. *Vote of Member of unsound mind and person entitled to transfer*
82. No person shall be entitled to be present or to vote on any resolution either as a Member or otherwise as a proxy or attorney or representative at any general meeting or demand a poll or be reckoned in the quorum in respect of any shares upon which calls are due and unpaid. *Member barred from voting while call unpaid*
83. 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 purpose. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive. *Time for objection*
84. (a) The instrument appointing a Proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under the corporation's common seal or under the hand of an officer or attorney duly authorized. The Directors may but shall not be bound to require evidence of the authority of any such attorney or officer. The instrument appointing a Proxy shall be deemed to confer authority on the appointed proxy to demand or join in demanding a poll. *Instrument appointing proxy to be in writing*
- (b) A Proxy may but need not be a Member of the Company. A Member of the Company entitled to attend, participate, speak and vote at a meeting of the Company, or at a meeting of any class of Members of the Company, shall be entitled to appoint any person as his proxy to attend and vote instead of the Member at the meeting. There shall be no restriction as to the qualification of the proxy.
- (c) A Proxy appointed to attend and vote at a meeting of the Company shall have the same rights as the Member to attend, participate, speak and vote at the meeting.

**Company No. 456400-V**

85. A Member shall not be entitled to appoint more than two (2) proxies to attend, speak and vote at a meeting of the Company. Where a Member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds. An exempt authorised nominee refers to an authorised nominee defined under the Securities Industry (Central Depositories) Act 1991 ("SICDA") which is exempted from compliance with the provisions of subsection 25A(1) of SICDA.

*Appointment of not more than (2) proxies*

86. The instrument appointing a proxy shall be in the following form with such variations as circumstances may require or the statutes permit or in such other form as the Exchange may approve:-

*Form of proxy*

**SARAWAK CABLE BERHAD**  
(Company No. 456400-V)

FORM OF PROXY

CDS Account No.	
Number of shares held	

I/We, .....(NRIC No. ....) of .....(full address) being a member/members of the abovenamed Company hereby appoint .....(NRIC No.....) or failing him, .....(NRIC No.....) or \*the Chairman of the Meeting as my/our proxy to vote for me/us and on my/our behalf at the Annual/Extraordinary General Meeting\* of the Company to be held on the ..... day of ..... 20..... and, at any adjournment thereof for/against\* the resolution(s) to be proposed thereat.

The proportions of my holdings to be presented by my \*proxy/our proxies are as follows:-

First named proxy	%
Second named proxy	%
	-----
	100%
	=====

(Please indicate with an "X" in the space provided below how you wish your votes to be cast on the resolution(s) specified in the notice of meeting. If you do not do so, the proxy will vote, or abstain from voting on the resolution(s) as he/she may think fit)

Resolution	First Proxy		Second Proxy	
	For	Against	For	Against

As witness my/our hand(s) this ..... day of ..... 20 .....

.....  
Signature of Member/Common Seal

\* Strike out whichever is not desired. (Unless otherwise instructed, the proxy may vote as he thinks fit).

87. 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 as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before

*Instrument appointing proxy to be left at Company's Office*

the time appointed for holding the meeting or adjourned meeting as the case may be, which the person named in the instrument proposes to vote, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid.

88. Every power, right or privilege herein given in these presents to any Member to convene, attend, vote and in anyway take part in any meeting of the Company, may be exercised in the event of such Member being out of Malaysia by any attorney, whether a Member or not, duly appointed by such Member for the purpose, by a power of attorney produced at the Office during business hours not less than two (2) clear days before the same is acted on. And any vote given or things done by such attorney shall be valid notwithstanding the previous death of the Member giving such power of attorney or revocation of such power of attorney by other means provided no intimation in writing of such death or revocation shall have been received at the Office before such vote is given or thing done. *Power of attorney*
89. A vote given in accordance with the terms of an instrument of proxy or attorney or authority shall be valid, notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument of proxy or attorney or of the authority under which the instrument of proxy or attorney or of the authority was executed, or the transfer of the share in respect of which the instrument of proxy or attorney or of the authority is given, if no intimation in writing of such death, unsoundness of mind, revocation or transfer as aforesaid has been received by the Company at the Office before the commencement of the meeting or adjourned meeting or in the case of a poll before the time appointed for the taking of the poll, at which the instrument of proxy or attorney or of the authority is used. *Validity of vote given under proxy*
90. A corporate shareholder may by resolution of its Directors or other governing body, if it is a Member, authorises a person as it thinks fit to act as its representative either at a particular meeting or at all meetings of the Company or of any class of Members. The person so authorised shall be in accordance with his authority and until his authority is revoked by the corporation, be entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if it were an individual Member of the Company. *Corporate Representative*

#### **DIRECTORS: APPOINTMENT, REMOVAL, ETC**

91. All the Directors shall be natural persons of full age and until otherwise determined by general meeting, the number of Directors shall not be less than two (2) nor more than fifteen (15). *Number of Directors*
92. (a) At the first annual general meeting of the Company, all the Directors shall retire from office and at the annual general meeting in every subsequent year, one-third (1/3) of the Directors for the time being or, if their number is not three (3) or multiple of three (3), then the number nearest to one-third (1/3) shall retire from office. *Retirement of Directors*
- (b) An election of Directors shall take place each year.
- (c) All Directors shall retire from office once at least in each three (3) years, but shall be eligible for re-election and shall retain office until the close of the meeting at which they retire.
93. The Directors to retire at such annual general meeting (other than the first) shall be the Directors who have been longest in office since their last election. As between two (2) or more who have been in office an equal length of time, the Director to retire shall in default of agreement between them, be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment when he has previously vacated office. *Selection of Directors to Retire*

94. 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 Directors for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven (7) days before the meeting at which the election is to take place. *Notice of intention to appoint Director*
95. The Company at the 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 that meeting is put to the meeting and lost or some other person is elected a Director in place of the retiring Director, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a Director, be deemed to have been re-elected. *Retiring Director deemed to be reappointed*
96. At any general meeting at which more than one (1) Director is to be elected, each candidate shall be the subject of a separate motion and vote unless a motion for the appointment of two (2) or more persons as Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it. *Motion for appointment of Directors*
97. The Company may from time to time by ordinary resolution passed at a general meeting, increase or reduce the maximum or minimum number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office. *Increase or reduction of number of Directors*
98. The Company may by ordinary resolution of which special notice is given, remove any Director before the expiration of his period of office and may if thought fit, by ordinary resolution appoint another Director in his stead. The person so appointed shall hold office for so long as the Director in whose place he is appointed would as if he had not been removed. *Removal of Directors*
99. The Directors shall have power at any time and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors but so that 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 annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting. *Power to fill vacancy or to add Directors*
100. There shall be no shareholding qualification for Directors. All Directors shall be entitled to receive notice of and to attend all general meetings of the Company. *Directors' qualification*
101. No person is appointed or allowed to act as a Director if he:-
- (a) has been convicted by a court of law, whether within Malaysia or elsewhere, of an offence in connection with the promotion, formation or management of a corporation;
  - (b) has been convicted by a court of law, whether within Malaysia or elsewhere, of an offence, involving bribery, fraud or dishonesty or where the conviction involved a finding that he acted fraudulently or dishonestly; or
  - (c) has been convicted by a court of law of an offence under the securities laws or the Act,

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

102. A Director holding an executive office for a fixed period pursuant to this Constitution shall be subject to the same provisions as to resignation and removal as the other Directors and if he ceases to hold the office of Director for any cause, his appointment as a Director holding an executive office shall be automatically ceased. *Directors holding executive office*

#### REMUNERATION OF DIRECTORS

103. The Directors shall be paid by way of fees and benefits for their services, such fixed sum (if any) as shall from time to time be determined by the Company in general meeting and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine. PROVIDED ALWAYS that:- *Directors' remuneration*
- (a) fees payable to non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
  - (b) salaries and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover;
  - (c) fees and benefits payable to Directors shall be subject to annual shareholder approval at a general meeting. Any Director holding office for a part of a year shall be entitled to a proportionate part of such fee; and
  - (d) any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.
104. The remuneration of a Director holding an executive office pursuant to this Constitution shall be fixed by the Directors and may be payable by way of salary or by any or all of those modes, or otherwise as may be thought expedient but shall not include (where such remuneration is paid by way of salary) a commission on or percentage of turnover, and it may be made a term of such appointment or appointments that the appointee or appointees shall receive a pension, gratuity or other benefits on their retirement. *Remuneration of Director holding executive office*
105. (a) The Directors shall be paid all 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 in attending meetings of the Directors or any committee of the Directors. *Reimbursement of expenses*
- (b) If any Director being willing shall be called upon to perform extra services or to make any special efforts in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Company may remunerate the Director so doing either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determined by the Board of Directors provided that in the case of non-executive Directors, the said remuneration shall not include a commission on or percentage of profits or turnover. In the case of an Executive Director, such remuneration may be either in addition to or in substitution for his share in the remuneration from time to time provided for the Directors.



## DISQUALIFICATION OF DIRECTORS

106. The office of a Director will become vacant if the Director:- *Office of Directors how vacated*
- (a) becomes of unsound mind or a bankrupt during his term of office;
  - (b) becomes prohibited from being a Director by reason of any order made under the Act;
  - (c) ceases to be a Director by virtue of the Act;
  - (d) resigns from his office by notice in writing to the Company and deposited at the Office;
  - (e) is removed from his office of Director by resolution of the Company in general meeting of which special notice has been given;
  - (f) has a receiving order in bankruptcy made against him or makes any arrangement or composition with his creditors generally during his term of office;
  - (g) is absent from more than 50% of the total Board of Directors' Meetings held during a financial year unless an exemption or waiver is obtained from the Exchange;
  - (h) is convicted by a court of law, whether within Malaysia or elsewhere, in relation to the offences set out in Clause 101.

## POWERS AND DUTIES OF DIRECTORS

107. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not, by the Act or by this Constitution or by the Listing Requirements, required to be exercised by the Company in general meeting subject nevertheless, to any of this Constitution, to the provisions of the Act, and to such regulations, not being inconsistent with this Constitution or the provisions of the Act or the Listing Requirements, as may be prescribed by the Company in general meeting but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made. *General power of Directors to manage Company's business*
108. The Directors shall not without the prior approval of the Company in general meeting:- *Limitations on Directors' powers*
- (a) carry into effect any proposal or execute any transaction for the acquisition of any undertaking or property of a substantial value, or the disposal of a substantial portion of or a controlling interest in the Company's main undertaking or property; *Acquisition and disposal of substantial undertaking*
  - (b) exercise any power of the Company to issue shares unless otherwise permitted under the Act; *Issue of shares*
  - (c) subject to Sections 282(2) and 229 of the Act, enter into any arrangement or transaction with a Director or substantial shareholder of the Company or its holding company or its subsidiary or with a person connected with such a Director or substantial shareholder, to acquire from or dispose to such a Director or substantial shareholder or person connected with such a director, any shares or non-cash assets of the requisite value; *Transaction with a Director*
  - (d) issue any securities on such terms and subject to such conditions which may be resolved upon by the Directors which confers a right to subscribe for new securities of the Company. *Issue securities*

109. (a) The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property or assets of the Company (both present and future) including its uncalled capital or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or any related company as may be thought fit. *Directors' borrowing powers and conditions*
- (b) The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party. *Directors not to borrow money for unrelated third party*
110. The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such persons as aforesaid and make payments for or towards any hospital or scholastic expenses and any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in general meeting. *Power to maintain pension fund*
111. The Directors may exercise all the powers of the Company conferred by the Act in relation to any official seal for use outside Malaysia and in relation to branch registers. *Power to use official seal*
112. The Directors may from time to time by power of attorney under the Seal, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney/attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him. *Appointment of attorneys*
113. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be in such manner as the Directors may from time to time by resolution determine. *Signing of cheques etc.*
114. A Director shall at all time act honestly and use reasonable diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company. *Discharge of duties*
115. Every Director shall give notice to the Company of such events and matters relating to himself as may be necessary or expedient to enable the Company and its officers to comply with the requirements of the Act. *Notice of disclosures*
116. Subject always to the Act and requirements of the Exchange, a Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established. *Power of Directors to hold offices of profit and to contract with Company*

117. Unless prohibited by the rules and/or requirements of the Exchange, any Director may act by himself or his firm in a professional capacity for the Company and he and his firm shall be entitled to remuneration for his or his firm's professional services as if he was not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company and provided further that such professional services shall be provided at normal commercial terms. *Director may act in his professional capacity*

#### PROCEEDINGS OF DIRECTORS

118. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Any Director may at any time and the Secretary shall on the requisition of any of the Directors, summon a meeting of the Directors. *Meeting of Directors*
119. (a) It shall not be necessary to give any Director or alternate Director who does not have an address in Malaysia, registered with the Company, notice of a meeting of the Directors. Unless otherwise determined by the Directors from time to time, notice of all Directors' meetings shall be given to all Directors and their alternates who have a registered address in Malaysia. Except in the case of an emergency, reasonable notice of every Directors' meeting shall be given in writing and the notice of each Directors' meeting shall be served in the manner referred to in Clauses 165 and 166 and the said Clauses 165 and 166 shall apply mutatis mutandis to the service of notice of Directors' meetings on Directors as they apply to the service of notices on Members. *Notice of Directors' Meeting*
- (b) Notice of any meeting of the Directors may be given by telephone or facsimile and the contemporaneous linking together by telephone or such other electronic communication media of a number of the Directors being not less than the quorum shall be deemed to constitute a meeting of the Directors wherever in the world they are, as long as:-
- (i) the quorum of Directors is met;
  - (ii) at the commencement of the meeting each Director acknowledges the presence thereof to all the other Directors taking part and such participation shall be deemed to be present in person;
  - (iii) each of the Directors taking part is able to hear each of them subject as hereinafter mentioned throughout the meeting;
  - (iv) the Directors present (or their alternates) at the commencement of the meeting do not leave the meeting by disconnecting the telephone or such other electronic communication media, but the meeting shall be deemed to have been conducted validly notwithstanding that a Director's (or his alternate's) telephone or such other electronic communication media is accidentally disconnected during the meeting and the proceedings thereof shall be deemed to be as valid as if the telephone or such other electronic communication media had not been disconnected;
  - (v) all information and documents are made equally available to all participants prior to or at/during the meeting; and
  - (vi) minutes of the proceedings shall be sufficient evidence thereof and of the observance of all necessary formalities if certified by both the Chairman and the Secretary.

120. The quorum necessary for the transaction of business of the Directors may be fixed by the Directors and unless so fixed shall be two (2) and a meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretions by or under these Articles vested in or exercisable by the Directors generally. For the purpose of determining whether the quorum for the transaction of the business of the Directors exists:-
- Quorum of Directors' meeting*
- (a) in the case of a resolution agreed by Directors in telephonic communications or such other electronic communication media, all such Directors shall be counted in the quorum; and
- (b) in the case of a meeting of Directors, in addition to the Directors present at the meeting, any Director in telephonic communication or such other electronic communication media with such meeting shall be counted in the quorum.
121. The Directors may elect a Chairman of the Board who shall preside at meeting of Directors and determine the period for which he is to hold office and unless otherwise determined, the Chairman shall be elected annually but if no such Chairman is elected, or if no such Chairman be elected or if at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting the Directors present may choose one (1) of their number to be Chairman of the meeting.
- Chairman of Directors*
122. Subject to this Constitution, any question arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote except where at the meeting only two (2) Directors form the quorum or are competent to vote on the question at issue.
- Votes by majority and Chairman to have casting vote*
123. The remaining Director may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to this Constitution as the necessary quorum of Directors, the remaining Director, may except in an emergency, act only for the purpose of increasing the number of Directors to that minimum number, or to summon a general meeting of the Company but for no other purpose.
- Director may act notwithstanding vacancy*
124. Every Director shall comply with the provisions of Sections 219 and 221 of the Act in connection with the disclosure of his shareholding and interests in the Company and his interest in any contract or proposed contract with the Company and in connection with the disclosure, every Director shall state the fact and the nature, character and extent of any office or possession of any property whereby whether directly or indirectly, duties or interests might be created in conflict with his duty or interest as a Director.
- Disclosure of interests in contracts, property, offices, etc*
125. A Director may contract with and be interested in any contract or proposed contract with the Company and shall not be liable to account for any profit made by him by reason of any such contract PROVIDED ALWAYS that the nature of the interest of the Director in any such contract be declared at a meeting of the Directors as required by Section 221 of the Act.
- Restriction on voting*

126. A Director notwithstanding his interest may, provided that none of the other Directors present disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company, or whereat any decision is taken upon any contract or arrangement in which he is in any way interested PROVIDED ALWAYS that he has complied with Section 221 and all other relevant provisions of the Act and of this Constitution. *Relaxation of restriction on voting*
127. Subject to the Act, the Listing Requirements and this Constitution, a Director may vote in respect of:- *Power to vote*
- (a) any arrangement for giving the Director himself or any other Directors any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company or any of its subsidiaries; 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 or any of its subsidiaries 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 a security.
128. Subject to the Act, the Listing Requirements and this Constitution, Director may be or become a director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation which is directly and indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a Director or officer of, or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares of other interest in any such other corporation held or owned by the Company, or exercisable by them as directors of such other corporation, in such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the directors or other officers of such corporation), and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or is about to be appointed a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in manner aforesaid. *Directors may become Directors of other corporation*

#### ALTERNATE DIRECTOR

129. (a) Each Director shall have power from time to time, to nominate any person (not being a Director of the Company and such person does not act as an alternate for more than one director of the Company) to act as his alternate Director and at his discretion remove such alternate Director; but the appointment of such alternate Director shall not take effect until approved by a majority of the other Directors PROVIDED ALWAYS that any fee paid by the Company to an alternate Director shall be deducted from that Director's remuneration. *Director's power to nominate alternate Director*
- (b) An alternate Director shall (except as regards the power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present. *Powers of alternate Directors*

- (c) Any appointment or removal of an alternate Director may be made by cable, telegram, facsimile, telex or in any other manner approved by the Directors. Any cable or telegram shall be confirmed as soon as possible by letter, but may be acted upon by the Company in the meanwhile.
- (d) If a Director making any such appointment as aforesaid shall cease to be a Director, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director.
- (e) A Director shall not be liable for the acts and defaults of any alternate Director appointed by him.
- (f) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote. *Alternate Directors counted as quorum for meeting*

### MANAGING DIRECTORS

130. The Directors may from time to time:- *Power of managing director*
- (a) appoint any one (1) or more of their body to be Managing Director or Managing Directors of the Company who shall be subject to the control of the Board of Directors;
  - (b) vest in such Managing Director(s) such of the powers exercisable by the Directors as they may think fit (either collaterally with or to the exclusion of their own powers);
  - (c) remove or dismiss such Managing Director(s) from office and appoint another or others in his or their places (subject to the provisions of any contract between such Managing Director(s) and the Company); or
  - (d) revoke, withdraw, alter, or vary all or any of such power vested in a Managing Director as aforesaid.

Any such appointment shall be for a period not exceeding such maximum period as shall be permitted by the Listing Requirement and on such terms as the Directors think fit.

131. A Managing Director shall be subject to the same provisions as to resignation and removal as the other Directors and shall be subject to retirement by rotation and be reckoned as Directors for the purpose of determining the rotation or retirement of Directors or in fixing the number of Directors to retire, and if he ceases to hold the office of Director he shall ipso facto and immediately cease to be a Managing Director. *Resignation, removal and retirement of Managing Director*

### COMMITTEES OF DIRECTORS

132. The Directors may, subject to the Listing Requirements, establish any committees, local boards or agencies comprising two (2) or more persons for managing any of the affairs of the Company either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as they may think fit for the conduct of the business thereof, and may appoint any person or persons to be the member or members of any such committee or local board or agency and may fix their remuneration and may delegate to any such committee or local board or agency any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the member or members or any such committee or local board or agency or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any *Power of Directors to appoint committees*

such delegation, but no persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby. The regulations herein contained for the proceedings of Directors shall so far as not altered by any regulations made by the Directors apply also to the meetings and proceedings of any committee.

133. Subject to the Listing Requirements and any rules and regulations made pursuant to Clause 132, a committee may meet and adjourn as it thinks proper and questions arising at any meeting shall be determined by a majority of votes of the members present (if more than one (1)) and in the case of any equality of votes, the Chairman shall have a second or casting vote except where at the meeting only two (2) members form the quorum or are competent to vote on the question at issue. *Meeting of committees*
134. A committee, local board or agency may, subject to the Listing Requirements, elect a Chairman of its meetings; if no such Chairman is elected or if at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the members present may choose one (1) of their number to be Chairman of the meeting. *Chairman of committees*

### **VALIDATION OF ACTS OF DIRECTORS**

135. All acts done by any meeting of the Directors or a committee of Directors or by any person acting as a Director, local board or agency shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director, or member of such committee, local board or agency as aforesaid. *Directors' acts to be valid*

### **DIRECTORS' CIRCULAR RESOLUTIONS**

136. A resolution in writing signed or approved by letter, electronic mail or facsimile transmission by a majority of the Directors who may at the time be present in Malaysia and who are sufficient to form a quorum shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. All such resolutions shall be described as "Directors' Circular Resolution" and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by him in the Company's minute book. Any such resolution may consist of several documents in like form (prepared and circulated by facsimile, electronic mail or other communication modes / equipment), each signed by one (1) or more Directors or their alternates. An approval by letter or other written means of a proposed resolution in writing (which has been prepared and circulated as aforesaid) signed by a Director and sent by him by facsimile, electronic mail or other communication modes / equipment shall be deemed to be a document signed by him for the purposes of the foregoing provisions. Any such documents may be accepted as sufficiently signed by a Director or his alternate if transmitted to the Company by any technology purporting to include a signature and/or electronic or digital signature of the Director or his alternate. *Directors' circular resolutions*

### **AUTHENTICATION OF DOCUMENTS**

137. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Directors and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and, where any books, records, documents or accounts are kept elsewhere than in the Office, the local manager or other officer of the Company having custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. *Authentication of documents by Directors, Secretary or any person appointed by the Directors*

138. A document purporting to be a copy of a resolution of the Directors or any extract from the minutes of a meeting of the Directors which is certified as such in accordance with the provisions of Clause 137, shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors. *Conclusive evidence of resolutions and extract of minutes of meetings*

#### MINUTES AND REGISTERS

139. The Directors shall cause minutes to be duly entered in books provided for the purpose:- *Minutes to be entered*
- (a) of all appointments of officers;
  - (b) of the names of all the Directors present at each meeting of the Directors and of any committee of Directors, local board or agency and of the Company in general meeting;
  - (c) of all resolutions and proceedings of general meetings and of meetings of the Directors and committee of Directors, local board or agency; and
  - (d) of all orders made by the Directors and any committee of Directors, local board or agency.
140. Such minutes as mentioned in Clause 139 shall be signed by the Chairman of the meeting at which the proceedings were held or by the Chairman of the next succeeding meeting and shall be accepted as prima facie evidence without further proof of the facts stated therein. *Signature on minutes*
141. The Company shall in accordance with the provisions of the Act keep at the Office, a register containing such particulars with respect to the Directors, Managers and Secretaries as are required by the Act. *Particulars of Directors, Managers and Secretaries*
142. The books containing the minutes of proceedings of any general meeting shall be kept by the Company at the Office or the principal place of business in Malaysia of the Company and shall be open to the inspection of any Member without charge. *Minutes kept at Office*
143. The Company shall also keep at the Office, registers which shall be open to the inspection of any Member without charge and to any other person on payment for each inspection of a prescribed fee, all such matters required to be so registered under the Act, and in particular:- *Registers to be kept*
- (a) a register of substantial shareholders and of information received in pursuance of the requirements under Sections 144 and 56(4) of the Act;
  - (b) a register of the particulars of each of the Directors' shareholdings and interests as required under Section 59 of the Act.

#### SECRETARY

144. The Secretary or Secretaries shall in accordance with the Act be appointed by the Directors for such term and at such remuneration and upon such conditions as they think fit, and the Directors may from time to time appoint a temporary substitute for the Secretary or Secretaries who shall be deemed to be the Secretary during the term of his appointment. *Appointment of Secretary*
145. The office of the Secretary shall be vacated if the Secretary resigns by notice in writing to the Company, left at the Office and copies lodged with the Directors for the time being at their last known address. *Office of Secretary be vacated*



## SEAL

146. The Directors shall provide for the safe custody of the Seal which shall only be used pursuant to a resolution of the Directors or a committee of the Directors authorising the use of the Seal. The Directors may from time to time (subject to the provisions of Clause 23 in relation to certificates) make such regulations as they think fit determining the persons and the number of such persons in whose presence the Seal shall be affixed and, until otherwise so determined, the Seal shall be affixed in the presence of one (1) Director and counter-signed by the Secretary or by a second Director or by some other persons appointed by the Directors for the purpose who shall sign every instrument to which the Seal is affixed and the Directors may by resolution determine either generally or in any particular case that the signatures of any Director, the Secretary or such other persons appointed as aforesaid may be affixed or reproduced by facsimile, autographic or other mechanical means provided that the use of such Seal is restricted to a certificate, instrument of transfer or other documents of title in respect of any share, stock, debenture or marketable security created or issued by the Company to be given under the Seal of the Company. The Company may exercise the powers of Section 62 of the Act, and such powers are accordingly hereby vested in the Directors. *Authority for use of Seal*
147. The Company may also have a share seal pursuant to Section 63 of the Act. *Share seal*

## ACCOUNTS

148. The Company, the Directors and managers of the Company shall cause proper accounting and other records to be kept whether in a legible or non-legible form and shall distribute copies of balance sheets and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounting and other records of the Company or and of them, shall be open to the inspection of Members 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 Directors or by the Company in general meeting. Subject always to Section 245 of the Act, the books of account or records of operations shall be kept at the Company's Office or at such other place as the Directors think fit and shall always be open to the inspection by the Directors. *Keeping and inspection of books of account*
149. (a) The Directors shall from time to time, in accordance with the provisions of the Act and the Listing Requirements cause to be prepared and laid before the Company in general meeting such audited financial statements and Directors' and Auditors' Reports as are required under the Act and the Listing Requirements. *Presentation of financial statements*
- (b) The interval between the close of a financial year of the Company and the issue of the annual audited financial statements, the Directors' and auditors' reports shall not exceed four (4) months.
- (c) A copy of every audited financial statements which is to be laid before the Company in general meeting (including every document required by law to be annexed thereto) together with a copy of the auditors' report relating thereto and of the Directors' report shall, in printed form or other electronic form (including but not limited to CD- Rom, electronic mail, publication on the website or other electronic platform(s) of the Company) or in any other format whatsoever through which images, data, information or other materials may be viewed whether electronically or digitally or howsoever or in such other forms of electronic media, permitted under the Listing Requirements or any combination thereof, within four (4) months after the close of the financial year and shall not less than twenty-one (21) days before the date of the meeting, be sent to every Member and to every holder of debentures of the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Act or of this Constitution.

- (d) The requisite number of copies of each such document as may be required by the Exchange shall at the same time be likewise sent to every such Exchange.
- (e) This Constitution shall however not oblige the Company to send a copy of these documents to any person whose address the Company is not aware of, but any Member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application to the Office.
- (f) The Directors shall not be bound, unless expressly instructed to do so by a special resolution of the Company in general meeting, to publish any list or particulars of the securities or investments held by the Company or to give any information in relation to such securities or investments to any Member.

#### AUDITORS

150. The Auditors shall be appointed in accordance with Section 271 of the Act and their powers, duties and terms of office shall be regulated in accordance with the Act. *Appointment of Auditors*

#### DIVIDENDS AND RESERVES

151. The Company in general meeting may declare dividend, but no dividend shall exceed the amount recommended by the Directors. No dividend shall be payable otherwise than out of profits of the Company or shall bear interest against the Company. *Declaration of dividends*
152. The Directors may, if they think fit from time to time, pay to the Members such interim dividends as appears to the Directors to be justified by the profits of the Company. If at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights, as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and provided that the Directors act bona fide, they shall not incur any responsibility to the holders of shares conferring any preferential rights for any damage that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferential rights. The Directors may also pay half-yearly or at other suitable intervals to be settled by them, any dividend which may be payable at a fixed rate if they are of the opinion that the profits justify the payment. *Application of profits*
153. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares in the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve, carry forward any profits which they may think prudent not to divide. *Directors may form reserve fund and invest*
154. The Directors may establish a reserve to be called either "capital reserve" or "realisation account" and shall either carry to the credit of such reserve from time to time, all monies realised on the sale of any investments held by the Company in excess of the then book price of the same in providing for depreciation or contingencies. Such capital reserve or realisation account and all other monies in the nature or accretion to capital, whether on sale of investments held, or otherwise, shall be treated for all purposes as capital monies and not as profits available for dividend. Any losses realised on the sale of any investments may be carried to the debit of capital reserve or realisation account except in so far as the Directors shall decide to make good the same out of other monies of the Company. *Capital reserve or realisation account*

155. 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 Constitution as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly. *Payment of dividends*
156. The Directors may deduct from any dividend payable to any Member, all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company held by him. *Deduction of dividends*
157. The Directors may retain the dividends payable upon shares in respect of which any person is under the provision as to the transmission of shares hereinbefore contained entitled to become a Member, or which any person is under those provisions entitled to transfer, until such person shall become a Member in respect of such shares or shall transfer the same. *Dividends due may be retained until registration*
158. The Directors shall comply with the Unclaimed Moneys Act 1965 in respect of any unclaimed dividend. *Unclaimed dividends*
159. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus, wholly or partly by the distribution of specific assets and in particular of paid-up shares, treasury shares (if applicable), debentures or debenture stock of any other company or in any one (1) or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and fix the value for the distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors. *Manner of realisation of dividend and bonus*
160. (a) Any dividend, interest or other monies payable in cash in respect of shares may be paid by direct transfer by means of the electronic payment systems upon the terms and subject to conditions as the Directors may stipulate or by cheque or warrant, sent by post to the registered address of the holder who is named on the Register of Members or Record of Depositors. Every such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the shares in consequence of the death or bankruptcy of the holder may direct. The payment of any such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be a good and full discharge to the Company of the dividend to which it relates, notwithstanding that in the case of payment by cheque or warrant, it may subsequently appear that the cheque or warrant has been stolen or that the endorsement thereon has been forged, the instruction for the electronic transfer or remittance has been forged, or of any discrepancy in the details of the bank account given by the Member or person entitled to the dividend. Every such cheque or warrant or telegraphic transfer or electronic transfer or remittance shall be sent at the risk of the person entitled to the money thereby represented. No unpaid dividend or interest shall bear interest as against the Company. *Payment by cheque or warrant or through bank*

- (b) Subject to the provision of the Act, the Central Depositories Act and the Rules, if any dividend warrant shall be defaced, worn out, destroyed, lost or stolen it may be replaced on such evidence being produced and a letter of indemnity (if required) being given by the shareholder at Malaysian Ringgit Three (RM3.00) or such other sum may be determined per dividend warrant.
- (c) In addition, any such dividend, instalment of dividend, interest or other monies may be paid by any bank through direct transfer or other funds transfer systems or such other means to or through such persons as the Member or person entitled thereto in consequence of the death or bankruptcy of the Member may in writing direct, and the Company shall have no responsibility for any sums lost or delayed in the course of any such transfer or where the Company has acted on any such directions.

### CAPITALISATION OF PROFITS

161. The Company in general meeting may upon the recommendation of the Directors by ordinary resolution 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, provided that such sum be not required for paying dividends on any shares carrying a fixed cumulative preferential dividend, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed, credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution. *Capitalisation of profits by bonus issue etc.*
162. Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members. *Implementation of resolution to capitalise*

### DESTRUCTION OF DOCUMENTS

163. The Company shall be entitled to destroy all instruments of transfer which shall have been registered at any time after the expiration of six (6) years from the date of registration thereof, and all share certificates and dividend mandates which have been cancelled or have ceased to have effect at any time after the expiration of one (1) year from the date of cancellation or cessation thereof, and all notifications of change of name or address after the expiration of one (1) year from the date they were recorded, and in favour of the Company it shall conclusively be presumed that every entry in the Register which purports to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company provided that:- *Authority to destroy transfer documents*

- (a) the foregoing provision of this Clause shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (b) nothing contained in this Clause shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the provisions of this Article have not been fulfilled;
- (c) reference in this Clause to the destruction of any document includes reference to its disposal in any manner; and
- (d) reference in this Clause to the documents include (without limitation) any records or copies of documents stored on microfilm, microfiche, any electronic database or any other system of data recording the storage.

#### LANGUAGE

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

#### NOTICES

165. Any notice or Documents required to be sent to Members may be given by the Company to any Member: *Service of notices by the Company*
- (a) in hard copy, either personally or sent by post to him in a pre-paid letter addressed to him at his last known address;
  - (b) in electronic form, and sent by the following electronic means:-
    - (i) transmitting to his last known electronic address; or
    - (ii) publishing the notice or Documents on the Company's website provided that a notification of the publication of the notice or Documents on the website via hard copy or electronic mail or short messaging service has been given in accordance with the Act and the Listing Requirements; or
    - (iii) using any other electronic platform maintained by the Company or third parties that can host the information in a secure manner for access by Members provided that a notification of the publication or availability of the notice or Documents on the electronic platform via hard copy or electronic mail or short messaging service has been given to them accordingly.
166. Any notice or Documents shall be deemed to have been served by the Company to a Member:- *When service effected*
- (a) Where the notice or Documents is/are sent by post, services of the notice or document shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice or Documents. Such notice or Documents sent by such means shall be deemed to be given on the date of its posting.

- (b) Where the notice or Documents is/are sent by electronic means:
- (i) via electronic form, at the time of transmission to a Member's electronic mail address pursuant to this Constitution, provided that the Company has record of the electronic communication being sent and does not receive an automated delivery failure notice after the communication has been transmitted;
  - (ii) via publication on the Company's website, on the date the notice or Documents is/are first made available on the Company's website provided that the notification on the publication of notice or Documents on the website has been given; or
  - (iii) via electronic platform maintained by the Company or third parties, on the date the notice or Documents is/are first made available thereon provided that the notification on the publication or availability of the notice or Documents on the relevant electronic platform has been given to the Members.

In the event of any unsuccessful service of any notice or Documents sent by electronic means, the Company shall, as soon as practicable, upon discovery of the delivery failure, make alternative arrangements for service by serving the notice or Documents in hard copy, in accordance with this Constitution.

167. A Member's address, electronic mail address and any other contact details provided to Depository shall be deemed as the last known address, electronic mail address and contact details respectively for purposes of communication including but not limited to service of notice and/or Documents to the Member. *Last known address for service*
168. A notice including notice given in electronic form or any other Documents, may be given by the Company to the person entitled to a share in consequence of the death or bankruptcy of a Member by sending it through representatives of the deceased or assignee of the bankrupt or by any like description, at the address, if any, within Malaysia supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred. Every person who, by operation of law, transfer, transmission or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share, which prior to his name and address being entered in the Register or Record of Depositors as the registered holder of such share, shall have been duly given to the person from whom he derives the title to such share. *Notice in case of death or bankruptcy*
169. (a) Notice of every general meeting shall be given in a manner hereinbefore specified to:- *Who may receive notice of general meeting*
- (i) every Member with a registered address in Malaysia as appearing in the Register or the Record of Depositors or an address for service of notices in Malaysia;
  - (ii) every person entitled to a share in consequence of the death or bankruptcy of a Member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting;
  - (iii) the auditors for the time being of the Company;
  - (iv) every Stock Exchange in which the Company is listed; and
  - (v) the Directors.

- (b) Except as aforesaid no other person shall be entitled to receive notices of general meetings.
- (c) Whenever any notice is required to be given under the provisions of the law of Malaysia or of this Constitution, the shortening of the period of such notice, may be effectively given by complying with Section 316(4) of the Act.
- (d) At least fourteen (14) days' notice of every general meeting shall be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and any such advertisement shall be deemed to have been given on the day on which the advertisement shall first appear. PROVIDED ALWAYS that in the event a special resolution or where it is an annual general meeting at least twenty-one (21) days' notice of the general meeting shall be given in same terms herein. *Service by advertisement*
- (e) A Member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called. *Deemed receipt of notice*
- (f) Every person who becomes entitled to a share shall be bound by any notice or document in respect of that share which, before his name is entered in the Register or the Record of Depositors, has been duly given to a person from whom he derives his title. *Person entitled bound by notice*

#### LIQUIDATION

- 170. If the Company is liquidated and the liquidator may, with the sanction of a special resolution of the Company, divide amongst the Members in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidators may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability. *Distribution of assets in specie*
- 171. Save that this Constitution shall be without prejudice to the rights of holders of shares issued upon special terms and conditions the following provisions shall apply:- *Sharing of loss and excess*
  - (a) if the Company shall be liquidated and the assets available for distribution among the Members as such, shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the Members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the liquidation, on the shares held by them respectively; and
  - (b) if in a liquidation the assets available for distribution among the Members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the liquidation, the excess shall be distributed among the Members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the liquidation, on the shares held by them respectively.
- 172. On the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it shall have been approved by the Members in general meeting. The amount of such payment shall be notified to all Members at least seven (7) days before the meeting at which the commission or fee is to be considered. *Liquidator's commission*

### SECURITY CLAUSE

173. Save as may be provided by the Act, no Member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information respecting any detail of the Company's trading, manufacturing or any matter which is or may be in the nature of a trade secret or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors, it would be inexpedient in the interest of the Members of the Company to communicate to the public. *Secrecy*
174. Every Director, auditor, trustee member of a committee, officer, servant, agent, accountant or other person employed in the business of the Company shall, if required, before entering upon his duties sign a declaration pledging himself to observe strict secrecy respecting all transactions of the Company with customers and the state of accounts with individuals in matters relating thereto, and shall, by such declaration, pledge himself not to reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the Directors, or by any meeting, or by a Court of Law, or by the person to whom such matters relate and except so far as may be necessary in order to comply with any of the provisions in this Constitution contained.

### INDEMNITY

175. Every Director, whether holding an executive office pursuant to this Constitution or not, auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in respect of any negligence, default, breach of duty or breach of trust as such officer of the Company. *Company to indemnify*

### ALTERATION OF CONSTITUTION

176. Subject to the Act and to the prior written approval of the Exchange (if so required), the Company may by special resolution delete, alter or add to this Constitution. *Alteration of Constitution*

### EFFECT OF THE LISTING REQUIREMENTS

177. (a) The provisions of this Constitution shall only apply so long as any of the securities are listed on the Exchange. *Effect of the Listing Requirements*
- (b) Notwithstanding anything contained in this Constitution, if the Listing Requirements prohibit an act being done, the act shall not be done.
- (c) Nothing contained in this Constitution prevents an act being done that the Listing Requirements require to be done.
- (d) If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (e) If the Listing Requirements require this Constitution to contain a provision and they do not contain such a provision, these Clauses are deemed to contain that provision.
- (f) If the Listing Requirements require this Constitution not to contain a provision and they contain such a provision, this Constitution are deemed not to contain that provision.
- (g) If any provision of this Constitution is or becomes inconsistent with the Listing Requirements, this Constitution are deemed not to contain that provision to the extent of the inconsistency.
- (h) For the purpose of this Constitution, unless the context otherwise requires, "Listing Requirements" means Bursa Malaysia Securities Berhad Main Market Listing Requirements including any amendment to the Listing Requirements that may be made from time to time.
178. If any provision of this Constitution is or becomes inconsistent with the Rules, the Rules shall prevail.