

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION**

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

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**RHONE MA HOLDINGS BERHAD**  
**[REGISTRATION NO. 201401040077 (1116225-A)]**

**CIRCULAR TO SHAREHOLDERS IN RELATION TO:**

**PART A**

**PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR EXISTING  
RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING  
NATURE ("RRPT") AND PROPOSED NEW SHAREHOLDERS' MANDATE FOR  
ADDITIONAL RRPT ("PROPOSED SHAREHOLDERS' MANDATE")**

**PART B**

**PROPOSED AMENDMENT TO THE CONSTITUTION OF THE COMPANY  
("PROPOSED AMENDMENT")**

The above proposals will be tabled at the Seventh Annual General Meeting ("**7th AGM**") of the Company. The Notice of the 7th AGM together with the proxy form are set out in the 2020 Annual Report of the Company.

You are entitled to vote at the 7th AGM, if you are unable to attend and vote in person at the 7th AGM, you are entitled to appoint not more than two proxies to attend and vote on your behalf by completing and returning the Proxy Form enclosed in the 2020 Annual Report in accordance with the instructions therein as soon as possible to Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia, not less than forty-eight (48) hours before the time fixed for the 7th AGM or any adjournment thereof. The lodging of the proxy form will not preclude you from attending and voting in person at the 7th AGM should you subsequently wish to do so, but if you do, your proxy shall be precluded from attending the 7th AGM.

Date and time of the 7th AGM : Tuesday, 15 June 2021 at 10.00 a.m.

Venue of the 7th AGM : Atlanta East, Level 3, Hotel Armada Petaling Jaya, Lot 6, Lorong Utara C, Section 52, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia

Last day and time for lodging the proxy form : Sunday, 13 June 2021 at 10.00 a.m.

This Circular is dated 28 April 2021



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## DEFINITIONS

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In this Circular, unless otherwise stated, the following abbreviations shall have the following meanings:

Act	: Companies Act 2016 and any amendments made thereto from time to time.
Acquisition	: Conditional share sale agreements dated 21 February 2020 entered into by Rhone Ma for:-  (i) The acquisition of 588,000 ordinary shares in NLN, representing 49% equity interest in NLN for a total cash consideration of RM1,750,000;  (ii) The acquisition of 490,000 ordinary shares in NLF, representing 49% equity interest in NLF for a total cash consideration of RM700,000; and  (iii) The acquisition of 1,225,000 ordinary shares in OLSB, representing 49% equity interest in OLSB for a total consideration of RM5,390,000 to be satisfied by a cash payment of RM1,800,000 and issuance of 5,279,411 of Rhone Ma shares to Raja Mariam Binti Raja Rustam Shahrome representing 2.70% of the enlarged total issued shares of Rhone Ma upon completion of the Acquisition.
AGM	: Annual General Meeting
Board	: Board of Directors of Rhone Ma
Bursa Securities	: Bursa Malaysia Securities Berhad [Registration No. 200301033577 (635998-W)]
Circular	: This circular to the shareholders of Rhone Ma dated 28 April 2021.
Director(s)	Shall have the meaning given in Section 2(1) of the Capital Market Services Act, 2007 and for the purpose of this Circular, 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 a chief executive of Rhone Ma (or any other company which is its subsidiary or holding company).
Listing Requirements	: Main Market Listing Requirements of Bursa Securities and any amendments thereto
LPD	: 31 March 2021, being the latest practicable date prior to the printing of this Circular.
Major Shareholder(s)	: A person who has an interest or interests in one or more voting shares in Rhone Ma and the number or aggregate number of voting shares, is 10% or more of the total number of voting shares in Rhone Ma; or 5% or more of the total number of voting shares in Rhone Ma where such person is the largest shareholder of Rhone Ma. For the purpose of this definition, "interest" shall have the meaning of "interest in shares" given in Section 8 of the Act and includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a major shareholder of Rhone Ma (or any other company which is its subsidiary or holding company).
NLN	: Nor Lazuli Nutrition Sdn. Bhd. [Registration No. 201701031671 (1245841-D)]
NLF	: Nor Livestock Farm Sdn. Bhd. [Registration No. 201301040604 (1070427-A)]
OLSB	: One Lazuli Sdn. Bhd. [Registration No. 199201023221 (254725-A)]

Person(s) Connected	: Shall have the same meaning given in Paragraph 1.01 of the Listing Requirements.
Proposed Amendment	: Proposed amendment to the existing Constitution of the Company.
Proposed New Shareholders' Mandate	: Proposed new shareholders' mandate for additional Recurrent Related Party Transactions to be entered by the Group from the date of the 7th AGM to the next AGM
Proposed Renewal of Shareholders' Mandate	: Proposed renewal of shareholders' mandate for existing Recurrent Related Party Transactions to be entered into by the Group from the date of the 7th AGM to the next AGM.
Proposed Shareholders' Mandate	: Proposed Renewal of Shareholders' Mandate and Proposed New Shareholders' Mandate
Recurrent Related Party Transaction(s) or RRPT(s)	: Related Party Transaction(s) involving recurrent transactions of a revenue or trading nature that are necessary for the day-to-day operations and are in the ordinary course of business of the Group.
Related Party(ies)	: Director(s), Major Shareholder(s) or Person(s) Connected with such Director or Major Shareholder
Related Party Transaction(s) or RPT(s)	: Transaction(s) entered into by the Group which involve(s) the interest, direct or indirect, of the Related Party(ies)
Rhone Ma or the Company	: Rhone Ma Holdings Berhad [Registration No. 201401040077 (1116225-A)]
The Group	: The Company and its subsidiaries

All references to “**our Company**” in this Circular are to the Company, and references to “**our Group**” are to our Company, our subsidiaries and joint ventures. References to “**we**”, “**us**”, “**our**” and “**ourselves**” are to our Company, and where the context otherwise requires, shall include our subsidiaries and joint ventures. All references to “**you**” in this Circular are to our shareholders.

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

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

Certain statements in this Circular may be forward looking in nature, which are subject to uncertainties and contingencies. Forward-looking statements may contain estimates and assumptions made by our Board after due enquiry, which are nevertheless subject to known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements to differ materially from the anticipated results, performance or achievements expressed or implied in such forward-looking statements. In light of these and other uncertainties, the inclusion of a forward-looking statement in this Circular should not be regarded as a representation or warranty that the Group's plans and objectives will be achieved.

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**PART A**

**PROPOSED SHAREHOLDERS' MANDATE**



**RHOMA HOLDINGS BERHAD**  
[REGISTRATION NO. 201401040077 (1116225-A)]

**Registered Office:**  
12th Floor, Menara Symphony  
No. 5, Jalan Prof. Khoo Kay Kim  
Seksyen 13  
46200 Petaling Jaya  
Selangor Darul Ehsan  
Malaysia

28 April 2021

**Board of Directors**

Dato' Hamzah Bin Mohd Salleh	(Independent Non-Executive Chairman)
Dr. Lim Ban Keong	(Group Managing Director)
Foong Kam Weng	(Executive Director)
Dr. Yip Lai Siong	(Executive Director)
Martin Jeyaratnam A/L Thiagaraj	(Senior Independent Non-Executive Director)
Rahanawati Binti Ali Dawam	(Independent Non-Executive Director)
Teoh Chee Yong	(Independent Non-Executive Director)

**To: Our shareholders**

Dear Sir/Madam,

**PROPOSED SHAREHOLDERS' MANDATE**

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**1. INTRODUCTION**

The Company had on 16 June 2020 obtained the approval from our shareholders for the Group to enter into RRPT(s) on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders. The authority conferred by the existing shareholders' mandate shall, in accordance with the Listing Requirements, lapse at the conclusion of the forthcoming 7th AGM unless authority for its renewal is obtained from our shareholders at the 7th AGM.

In relation thereto, the Board had on 13 April 2021 announced that the Company is proposing to seek its shareholders' approval for the Proposed Renewal of Shareholders' Mandate and the Proposed New Shareholders' Mandate at the forthcoming 7th AGM of the Company.

The purpose of part A of this Circular is to provide you with the relevant information on the Proposed Shareholders' Mandate and to seek your approval for the ordinary resolution to be tabled at the 7th AGM of our Company. The Notice of the 7th AGM together with the proxy form is enclosed in the 2020 Annual Report.

**SHAREHOLDERS OF RHOMA MA ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED SHAREHOLDERS' MANDATE TO BE TABLED AT THE 7TH AGM OF THE COMPANY.**

**2. DETAILS OF THE PROPOSED SHAREHOLDERS' MANDATE**

**2.1 BACKGROUND**

The Group is primarily an end-to-end animal health solution provider, integrating the provision of animal health services as well as the manufacturing and distribution of animal health products focused mainly on the livestock industry.

The principal place of business of the Group is located at:-

Lot 18A & 18B  
Jalan 241, Seksyen 51A  
46100 Petaling Jaya  
Selangor Darul Ehsan  
Malaysia

Rhone Ma had on 1 July 2020 announced the completion of the Acquisition in accordance with the terms and conditions of the Share Sale Agreements and that NLN, NLF and OLSB became 49% owned subsidiaries of Rhone Ma. It is anticipated that the Group would, in the ordinary course of its business, enter into the RRPT(s) which are necessary for its day-to-day operations with the classes of Related Parties which are disclosed in Section 2.2 of Part A of this Circular. It is likely that such transactions will occur with some degree of frequency and could arise at any time.

## 2.2 CLASSES OF RELATED PARTIES AND NATURE OF RRPT(S)

The classes of Related Parties and nature of the RRPTs which have been entered into and are to be entered into by the Group are detailed as below:-

### 2.2.1 PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE

	Transacting party within the Group	Transacting Related Parties	Nature of transaction	Estimated value from 1 July 2020 <sup>(i)</sup> to the 7th AGM on 15 June 2021 <sup>(ii)</sup>	Actual value transacted from 1 July 2020 to LPD	Estimated Value from the 7th AGM on 15 June 2021 to the next AGM <sup>(iii)</sup>	Nature of relationship between the Group and the Related Parties
				RM	RM	RM	
(a)	NLN & NLF	NLN & NLF	<p>NLF purchases the following from NLN:-</p> <ul style="list-style-type: none"> <li>• feed</li> <li>• milk replacer</li> </ul> <p>NLN purchases hay from NLF</p>	<p>430,000</p> <p>60,000</p> <p>100,000</p>	<p>305,943</p> <p>21,245</p> <p>37,061</p>	<p>2,000,000</p> <p>100,000</p> <p>200,000</p>	<p>1) Dato' Hamzah Bin Mohd Salleh, Rahanawati Binti Ali Dawam, Dr Lim Ban Keong and Qasem Walid Alhasan are the Directors of NLN and NLF.</p> <p>2) Raja Mariam Binti Raja Rustam Shahrome is a Director and holds 24.5% of the total issued shares in NLN and NLF.</p> <p>3) Dr Mai Lam @ Rosli Mai Lam is the Alternate Director of Raja Mariam Binti Raja Rustam Shahrome in NLN and NLF.</p> <p>4) Nor Hazimah Binti Zabarudin holds 24.5% of the total issued shares in NLN and NLF.</p>



	Transacting party within the Group	Transacting Related Parties	Nature of transaction	Estimated value from 1 July 2020 <sup>(i)</sup> to the 7th AGM on 15 June 2021 <sup>(ii)</sup> RM	Actual value transacted from 1 July 2020 to LPD RM	Estimated Value from the 7th AGM on 15 June 2021 to the next AGM <sup>(iii)</sup> RM	Nature of relationship between the Group and the Related Parties
(b)	NLN & OLSB	NLN & OLSB	<p>OLSB purchases feed from NLN</p> <p>OLSB provides transportation services to NLN</p> <p>NLN purchases milk replacer, packing machine and parts of machine from OLSB</p> <p>NLN rents an office space from OLSB<sup>(iv)</sup></p>	<p>50,000</p> <p>50,000</p> <p>100,000</p> <p>12,000</p>	<p>10,518</p> <p>14,938</p> <p>-</p> <p>9,000</p>	<p>500,000</p> <p>100,000</p> <p>100,000</p> <p>15,000</p>	<p>1) Dato' Hamzah Bin Mohd Salleh, Rahanawati Binti Ali Dawam and Dr Lim Ban Keong are Directors of NLN and OLSB.</p> <p>2) Raja Mariam Binti Raja Rustam Shahrome is a Director and holds 24.5% and 49% of the total issued shares in NLN and OLSB respectively.</p> <p>3) Dr Mai Lam @ Rosli Mai Lam is the Alternate Director of Raja Mariam Binti Raja Rustam Shahrome in NLN and OLSB.</p>
(c)	NLF & OLSB	NLF & OLSB	<p>NLF purchases the following from OLSB:-</p> <ul style="list-style-type: none"> <li>• Anti-inflammatory medication, mastitis medication, antibiotics, anti-parasitics and dairy milk machine parts</li> <li>• milking machines</li> </ul>	<p>100,000</p> <p>300,000</p>	<p>52,733</p> <p>167,400</p>	<p>500,000</p> <p>50,000</p>	<p>1) Dato' Hamzah Bin Mohd Salleh, Rahanawati Binti Ali Dawam and Dr Lim Ban Keong are Directors of NLF and OLSB.</p> <p>2) Raja Mariam Binti Raja Rustam Shahrome is a Director and holds 24.5% and 49% of the total issued shares in NLF and OLSB respectively.</p> <p>3) Dr Mai Lam @ Rosli Mai Lam is the Alternate Director of Raja Mariam Binti Raja Rustam Shahrome in NLF and OLSB.</p>

	Transacting party within the Group	Transacting Related Parties	Nature of transaction	Estimated value from 1 July 2020 <sup>(i)</sup> to the 7th AGM on 15 June 2021 <sup>(ii)</sup> RM	Actual value transacted from 1 July 2020 to LPD RM	Estimated Value from the 7th AGM on 15 June 2021 to the next AGM <sup>(iii)</sup> RM	Nature of relationship between the Group and the Related Parties
(d)	NLN	Raja Mariam Binti Raja Rustam Shahrome and Dr Mai Lam @ Rosli Mai Lam	NLN rents a factory building from Raja Mariam Binti Raja Rustam Shahrome and Dr Mai Lam @ Rosli Mai Lam <sup>(v)</sup>	30,300	22,725	35,000	1) Raja Mariam Binti Raja Rustam Shahrome is a Director and holds 24.5% of the total issued shares in NLN. 2) Dr Mai Lam @ Rosli Mai Lam is the Alternate Director of Raja Mariam Binti Raja Rustam Shahrome in NLN.
(e)	NLF	Raja Mariam Binti Raja Rustam Shahrome and Dr Mai Lam @ Rosli Mai Lam	NLF rents a farm land from Raja Mariam Binti Raja Rustam Shahrome and Dr Mai Lam @ Rosli Mai Lam <sup>(vi)</sup>	30,300	22,725	35,000	1) Raja Mariam Binti Raja Rustam Shahrome is a Director and holds 24.5% of the total issued shares in NLF. 2) Dr Mai Lam @ Rosli Mai Lam is the Alternate Director of Raja Mariam Binti Raja Rustam Shahrome in NLF.
(f)	OLSB	Raja Mariam Binti Raja Rustam Shahrome	OLSB rents an office space from Raja Mariam Binti Raja Rustam Shahrome <sup>(vii)</sup>	180,000	135,000	200,000	Raja Mariam Binti Raja Rustam Shahrome is a Director and holds 49% of the total issued shares in OLSB.

## 2.2.2 PROPOSED NEW SHAREHOLDERS' MANDATE

	Transacting party within the Group	Transacting Related Parties	Nature of transaction	Estimated value from the 7th AGM on 15 June 2021 to the next AGM <sup>(iii)</sup> RM	Nature of relationship between the Group and the Related Parties
(a)	NLF & OLSB	NLF & OLSB	NLF rents an office space from OLSB <sup>(viii)</sup>	3,000	1) Dato' Hamzah Bin Mohd Salleh, Rahanawati Binti Ali Dawam and Dr Lim Ban Keong are Directors of NLF and OLSB. 2) Raja Mariam Binti Raja Rustam Shahrome is a Director and holds 24.5% and 49% of the total issued shares in NLF and OLSB respectively. 3) Dr Mai Lam @ Rosli Mai Lam is the Alternate Director of Raja Mariam Binti Raja Rustam Shahrome in NLF and OLSB.

Notes:-

- (i) NLN, NLF and OLSB became 49% owned subsidiaries of Rhone Ma with effect from 1 July 2020.
- (ii) Estimated value as disclosed in the Circular to Shareholders dated 1 June 2020.
- (iii) The estimated value is based on the assumption that the next AGM of the Company will be held in June 2022. The estimated value is subject to change if the next AGM is held earlier or later than the expected date of the AGM.
- (iv) Details of the office space which NLN rents from OLSB:-
 

Address	: 22, Jalan PJS 5/26 Taman Desaria, 46150 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
Built-up Area	: 100 square meters
Frequency of rental payment	: Monthly payment
- (v) Details of the factory building which NLN rents from Raja Mariam Binti Raja Rustam Shahrome:-
 

Address	: Lot 3340 to 3343, Jalan Besar, Kampung Batu Tiga Pulu, 44300 Batang Kali, Selangor Darul Ehsan, Malaysia.
Built-up Area	: 604 square meters
Frequency of rental payment	: Monthly payment
- (vi) Details of the farm land which NLF rents from Raja Mariam Binti Raja Rustam Shahrome:-
 

Address	: Lot 3340 to 3343, Jalan Besar, Kampung Batu Tiga Pulu, 44300 Batang Kali, Selangor Darul Ehsan, Malaysia.
Built-up Area	: 2.6434 acres
Frequency of rental payment	: Monthly payment

(vii) Details of the office space which OLSB rents from Raja Mariam Binti Raja Rustam Shahrome:-

Address	: 22, Jalan PJS 5/26 Taman Desaria, 46150 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
Built-up Area	: 809.37 square meters
Frequency of rental payment	: Monthly payment

(viii) Details of the office space which NLF rents from OLSB:-

Address	: 22, Jalan PJS 5/26 Taman Desaria, 46150 Petaling Jaya, Selangor Darul Ehsan, Malaysia.
Built-up Area	: 20 square meters
Frequency of rental payment	: Monthly payment

## **2.3 AMOUNT DUE AND OWING BY RELATED PARTIES**

As at the LPD, there were no amounts due and owing by the Related Parties to the Group under the RRPT(s) which exceeded the credit term.

## **2.4 REVIEW PROCEDURES IN RELATION TO THE RRPT(S)**

The Group has established various procedures to ensure that the RRPT(s) are conducted at arm's length and on normal commercial terms, which are consistent with the Group's normal business practices and policies, and on transaction prices and terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders.

The RRPT(s) will be undertaken based on prevailing rates according to normal commercial terms, business practices and policies or otherwise in accordance with other applicable industry norms/considerations. There are no specific thresholds to be reviewed by the Audit and Risk Management Committee for their subsequent recommendation to the Board for approval in relation to RRPT(s) within the Group.

To monitor the RRPT(s), the procedures established by the Group are as follows:-

- (a) a list of Related Parties will be circulated within the Group to notify that all RRPT(s) are required to be undertaken on an arm's length basis and normal commercial terms and on terms not more favourable to the Related Parties than those generally available to the public. These include transacting at prevailing market rates/prices of the products or services provider's usual commercial terms or otherwise in accordance with applicable industry norm. Transactions refer to both sales and purchases of products or provision of services of the Group;
- (b) any tender, quotation or contract received from or proposed to be entered with a Related Party will not be approved unless the terms offered to the Group are comparable with those offered by other unrelated parties for the same or substantially similar type of transactions;
- (c) records will be maintained by the Company to capture all RRPT(s) entered into pursuant to the Proposed Shareholders' Mandate to ensure that relevant approvals have been obtained and review procedures in respect of such transactions are adhered to;
- (d) the internal auditor shall periodically review the guidelines and procedures in respect of all RRPT(s) entered into pursuant to the Proposed Shareholders' Mandate and ascertain that the guidelines and procedures have been complied with;
- (e) the Audit and Risk Management Committee shall review the internal audit reports to ascertain that the guidelines and procedures established to monitor RRPT(s) have been complied with in accordance to the internal audit plans;
- (f) disclosure will be made in the annual report of our Company of the aggregate value of transactions conducted pursuant to the Proposed Shareholders' Mandate during the financial year, in accordance with the provisions of Paragraph 10.09, Chapter 10 and Paragraph 3.1.5 of Practice Note 12 of the Listing Requirements;

- (g) the Audit and Risk Management Committee has reviewed and shall continue to review the adequacy and appropriateness of the procedures as and when required, with the authority to sub-delegate to individuals or committees within the Company as they deem appropriate; and
- (h) at least two (2) other contemporaneous transactions with unrelated third (3rd) parties for similar products or services and/or quantities will be used as comparison, whenever possible, to determine whether the price and terms offered to/by the related parties are fair and reasonable and comparable to those offered to/by other unrelated third (3rd) parties for the same or substantially similar type of products or services and/or quantities. In the event that comparative pricing from unrelated third (3rd) parties cannot be obtained, the Group will rely on the prevailing market norms and practices taking into account the efficiency, quality and type of products or services to be provided to ensure that the RRPT(s) are not detrimental to the Group.

Where any Director has an interest (direct or indirect) in any RRPT, such Director shall abstain from deliberation and voting on the matter.

Pursuant to Paragraph 10.09 of the Listing Requirements, in a meeting to obtain shareholders' approval for the Proposed Shareholders' Mandate, the interested Directors, interested Major Shareholders or interested Persons Connected with a Director or Major Shareholder; and where it involves the interest of an interested Person Connected to a Director and/or Major Shareholder, such Director or Major Shareholder must abstain from voting on the resolution approving the transactions. An interested Director or interested Major Shareholder must also ensure that Persons Connected with him/her abstain from voting, deliberating or approving the resolution approving the transactions.

The interested Directors shall also abstain from deliberating and voting at Board meetings in respect of the RRPT(s) in which they or Persons Connected with them are interested.

## **2.5 AUDIT AND RISK MANAGEMENT COMMITTEE STATEMENT**

The Audit and Risk Management Committee of the Company has considered the procedures mentioned above and is of the view that:-

- a) the procedures are sufficient to ensure that the RRPTs are conducted at arm's length and on normal commercial terms which are consistent with the Group's normal business practices and policies and on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of the minority shareholders of the Group; and
- b) the Group has in place adequate procedures and processes to monitor, track and identify RRPTs in a timely and orderly manner. Such procedures and processes are reviewed by the Audit and Risk Management Committee and/or the management staff on a yearly basis and as and when required.

## **3. RATIONALE AND BENEFITS OF THE PROPOSED SHAREHOLDERS' MANDATE**

The RRPTs that are set out in Section 2.2 of this Circular are in the ordinary course of business and intended to meet the business needs of the Group on the best possible terms and represent sound business decisions which are taken for legitimate and bona fide business purposes which will enhance the Group's ability to explore beneficial business opportunities within the Group.

The Proposed Shareholders' Mandate, if approved by the shareholders, will eliminate the need to make announcements to Bursa Securities or to convene separate general meetings from time to time to seek shareholders' approval as and when RRPTs with the specified classes of Related Parties arise. This will reduce substantially the expenses associated with the convening of general meetings on an ad hoc basis, improve administrative efficiency considerably and allow manpower resources and time to be focused on attaining the Group's corporate objectives and business opportunities.

The Proposed Shareholders' Mandate is intended to facilitate transactions entered into in the ordinary course of business of the Group which are transacted from time to time with the Related Parties at arm's length, on the Group's 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 minority shareholders of the Company.

#### **4. EFFECTS OF THE PROPOSED SHAREHOLDERS' MANDATE**

##### **4.1 TOTAL ISSUED SHARES AND SHAREHOLDINGS OF SUBSTANTIAL SHAREHOLDERS**

The Proposed Shareholders' Mandate will not have any effect on the Company's issued share capital and the shareholdings of the substantial shareholders as it does not involve any issuance of new shares in the Company.

##### **4.2 NET ASSETS AND GEARING**

Barring any unforeseen circumstances, the Proposed Shareholders' Mandate is not expected to have any material effect on the net assets and gearing of the Group for the financial year ending 31 December 2021.

##### **4.3 EARNINGS AND EARNINGS PER SHARE**

The Proposed Shareholders' Mandate is not expected to have any material effect on the earnings and Earnings Per Share of the Group for the financial year ending 31 December 2021.

##### **4.4 CONVERTIBLE SECURITIES**

Save as disclosed below and as at the LPD, the Company does not have any convertible securities:-

- 80,343,987 outstanding warrants, which has an exercise price of RM0.70 each and are expiring on 4 February 2026.

#### **5. APPROVALS REQUIRED**

The Proposed Shareholders' Mandate is subject to the approval of the shareholders of Rhone Ma at the 7th AGM of the Company to be convened or any adjournment thereof. Save and except for the approval of the Company's shareholders, there are no other approvals required for the Proposed Shareholders' Mandate.

#### **6. INTEREST OF DIRECTOR(S), MAJOR SHAREHOLDER(S) AND/OR PERSON(S) CONNECTED WITH THEM**

Saved as disclosed below and as at the LPD, none of the other Directors, Major Shareholders and/or Persons Connected have any interest, direct or indirect, in the Proposed Shareholders' Mandate:-

Name	Direct Interest		Indirect Interest	
	Number of Shares	%	Number of Shares	%
Blue Advantage Sdn. Bhd.	93,709,443	46.65	Nil	Nil
Dato' Hamzah Bin Mohd Salleh	Nil	Nil	Nil	Nil
Dr Lim Ban Keong	7,080,460	3.53	93,709,443	46.65
Rahanawati Binti Ali Dawam	55,000	0.03	Nil	Nil
Raja Mariam Binti Raja Rustam Shahrome	532,900	0.27	Nil	Nil
Dr Mai Lam @ Rosli Mai Lam	Nil	Nil	Nil	Nil
Nor Hazimah Binti Zabrudin	Nil	Nil	Nil	Nil
Qasem Walid Alhasan	Nil	Nil	Nil	Nil

The above interested Director(s), Major Shareholder(s) and/or Person(s) Connected have and will continue to abstain from Board's deliberations and voting on the entry of the RRPT(s) under Section 2.2 of this Circular and voting of the Proposed Shareholders Mandate in respect of their direct and/or indirect shareholdings in Rhone Ma at the 7th AGM to be convened.

In addition, the above interested Directors and Major Shareholder have undertaken and will ensure that the Persons Connected with them (if any) will abstain from voting in respect of their direct and/or indirect shareholdings in Rhone Ma, deliberating or approving the ordinary resolution pertaining to the Proposed Shareholders' Mandate at the 7th AGM of the Company.

**7. OPINION AND RECOMMENDATION FROM DIRECTORS**

All the Directors who are deemed interested in respect of the RRPT under Section 2.2 of this Circular have abstained from expressing an opinion and any recommendation to the shareholders in respect thereof.

The Board, having considered all aspects of the Proposed Shareholders' Mandate is of the opinion that the Proposed Shareholders' Mandate is in the best interest of the Company and recommend that you vote in favour of the resolution pertaining to the Proposed Shareholders' Mandate to be tabled at the 7th AGM of the Company.

**8. DETAILS OF THE 7TH AGM**

The 7th AGM of the Company, the notice and the proxy form which is enclosed in this 2020 Annual Report, will be held at Atlanta East, Level 3, Hotel Armada Petaling Jaya, Lot 6, Lorong Utara C, Section 52, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia on Tuesday, 15 June 2021 at 10.00 a.m. for the purpose of considering and, if thought fit, passing the ordinary resolution to give effect to the Proposed Shareholders' Mandate.

If a shareholder is unable to attend and vote in person at the 7th AGM and wishes to appoint proxy to attend, participate, speak and vote in his/her stead, he/she must complete, sign and return the proxy form enclosed in the 2020 Annual Report in accordance with the instruction contained therein as soon as possible and in any event so as to ensure it arrives at the office of the Registrar of the Company at Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia, not later than forty-eight (48) hours before the time set for holding the 7th AGM or any adjournment thereof. The lodging of the form(s) of proxy will not preclude the shareholder(s) of the Company from attending and voting in person at the 7th AGM should such shareholder(s) subsequently wishes to do so.

**9. FURTHER INFORMATION**

Shareholders are advised to refer to the enclosed Appendix I for further information.

Yours faithfully,  
for and on behalf of the Board of Directors of  
**RHONE MA HOLDINGS BERHAD**

**DATO' HAMZAH BIN MOHD SALLEH**  
Independent Non-Executive Chairman

**PART B**

**PROPOSED AMENDMENT**





**RHONE MA HOLDINGS BERHAD**  
[REGISTRATION NO. 201401040077 (1116225-A)]

**Registered Office:**  
12th Floor, Menara Symphony  
No. 5, Jalan Prof. Khoo Kay Kim  
Seksyen 13  
46200 Petaling Jaya  
Selangor Darul Ehsan

28 April 2021

**Board of Directors**

Dato' Hamzah Bin Mohd Salleh	(Independent Non-Executive Chairman)
Dr. Lim Ban Keong	(Group Managing Director)
Foong Kam Weng	(Executive Director)
Dr. Yip Lai Siong	(Executive Director)
Martin Jeyaratnam A/L Thiagaraj	(Senior Independent Non-Executive Director)
Rahanawati Binti Ali Dawam	(Independent Non-Executive Director)
Teoh Chee Yong	(Independent Non-Executive Director)

**To: Our shareholders**

Dear Sir/Madam,

**PROPOSED AMENDMENT**

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**1. INTRODUCTION**

On 13 April 2021, the Board had announced that the Company is proposing to seek its shareholders' approval for the Proposed Amendment to the Constitution of the Company.

The purpose of part B of this Circular is to provide you with the relevant information on the Proposed Amendment and to seek your approval for the special resolution to be tabled at the 7th AGM of our Company. The Notice of the 7th AGM together with the proxy form is enclosed in the 2020 Annual Report.

**SHAREHOLDERS OF RHONE MA ARE ADVISED TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR BEFORE VOTING ON THE RESOLUTION PERTAINING TO THE PROPOSED AMENDMENT TO BE TABLED AT THE 7TH AGM.**

**2. DETAILS AND RATIONALE FOR THE PROPOSED AMENDMENT**

The details of the Proposed Amendment to the Constitution are listed in Appendix II of the Circular. The purpose of the Proposed Amendment is to ensure that the Company's Constitution provides greater clarity and to ensure compliance with the relevant statutory requirements so as to update in accordance to the latest development of governance.

**3. EFFECTS OF THE PROPOSED AMENDMENT**

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

**4. APPROVALS REQUIRED**

The Proposed Amendment is subject to the approval of the shareholders of Rhone Ma at the 7th AGM of the Company to be convened or any adjournment thereof. Save and except for the approval of the Company's shareholders, there are no other approvals required for the Proposed Amendment.

**5. INTEREST OF DIRECTOR(S), MAJOR SHAREHOLDER(S) AND/OR PERSON(S) CONNECTED WITH THEM**

None of our Directors, Major Shareholders and/or Persons Connected with them has any interests, whether direct or indirect, in the Proposed Amendment.

**6. OPINION AND RECOMMENDATION FROM DIRECTORS**

The Board, after having considered all aspects of the Proposed Amendment, is of the opinion that the Proposed Amendment is in the best interest of the Company.

Accordingly, the Board recommends that you vote in favour of the resolution for the Proposed Amendment to be tabled at the Company's 7th AGM.

**7. DETAILS OF THE 7TH AGM**

The 7th AGM of the Company, the notice and the proxy form which is enclosed in this 2020 Annual Report, will be held at Atlanta East, Level 3, Hotel Armada Petaling Jaya, Lot 6, Lorong Utara C, Section 52, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia on Tuesday, 15 June 2021 at 10.00 a.m. for the purpose of considering and, if thought fit, passing the special resolution to give effect to the Proposed Amendment.

If a shareholder is unable to attend and vote in person at the 7th AGM and wishes to appoint proxy to attend, participate, speak and vote in his/her stead, he/she must complete, sign and return the proxy form enclosed in the 2020 Annual Report in accordance with the instruction contained therein as soon as possible and in any event so as to ensure it arrives at the office of the Registrar of the Company at Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia, not later than forty-eight (48) hours before the time set for holding the 7th AGM or any adjournment thereof. The lodging of the form(s) of proxy will not preclude the shareholder(s) of the Company from attending and voting in person at the 7th AGM should such shareholder(s) subsequently wishes to do so.

**8. FURTHER INFORMATION**

Shareholders are advised to refer to the enclosed Appendix I for further information.

Yours faithfully,  
for and on behalf of the Board of Directors of  
**RHONE MA HOLDINGS BERHAD**

**DATO' HAMZAH BIN MOHD SALLEH**  
Independent Non-Executive Chairman

**FURTHER INFORMATION****1. RESPONSIBILITY STATEMENT**

Our Board has seen and approved this Circular and we collectively and individually accept full responsibility for the accuracy of the information given in this Circular. We confirm that after making all reasonable enquiries and to the best of our knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement in this Circular misleading.

**2. MATERIAL COMMITMENTS**

As at LPD, the capital commitments of the Group that have been approved and contracted for were as follows:-

<b>Description</b>	<b>Capital commitment (RM)</b>
Construction of Good Manufacturing Practice ("GMP")-compliant plant in Kawasan Perindustrian Nilai Utama, Nilai, Negeri Sembilan	2,876,608
Acquisition of GMP plant and equipment	2,615,063
<b>Total</b>	<b>5,491,671</b>

**3. CONTINGENT LIABILITIES**

As at the LPD, the Board is not aware of any contingent liabilities incurred or known to be incurred by the Group, which upon becoming due or enforceable, may have a material impact on the financial position or business of the Group.

**4. MATERIAL CONTRACTS**

As at the LPD, the Board is not aware of any material contracts (not being contracts entered into in the ordinary course of business) which have been entered into by the Group within the past two (2) years immediately preceding the date of this Circular.

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

As at the LPD, the Group is not engaged in any material litigation, claims and/or arbitration either as plaintiff or defendant which may have a material effect on the financial position or business of the Group, and the Board is not aware of any proceedings, pending or threatened, or of any fact likely to give rise to any proceedings which may materially and adversely affect the financial position or business of the Group.

**6. DOCUMENTS AVAILABLE FOR INSPECTION**

The following documents or copies of them are available for inspection during normal business hours at our registered office at 12th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia from Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of the 7th AGM:-

- (a) the Constitution of the Company;
- (b) Audited Financial Statements of the Company for the past 2 financial years up to the financial year end 31 December 2020; and
- (c) The unaudited quarterly results for the quarter ended 31 March 2021.

## Appendix II

Clause No.	Matters	Existing Provisions	Proposed Amendment
2	-	The registered office of the Company will be situated in Malaysia.	The registered office of the Company will <u>is</u> be situated in Malaysia.
3	-	<p>The objects for which the Company is established are: -</p> <p>(1) To carry on the business of investment holding in stocks, debentures, debenture stocks, bonds, notes, obligations, securities and other financial instruments issued or guaranteed by any company or persons carrying on business in Malaysia or by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world and to invest, purchase, take on lease, sub-lease or in exchange, or otherwise acquire land and building.</p> <p>(2) To provide technical, management, operation, consulting services and advices in animal health products and services, formulations, practices, conducts, equipment, tools and solutions which include, but not limited to training and laboratory support and to provide veterinary diagnostic laboratory test and analysis.</p> <p>(3) To carry on research and development in the field of veterinary, life sciences business, and biotechnology activities and to market, distribute and trade in veterinary pharmaceuticals, health and food products, manufacture of veterinary formulations and other animal test kits and the provision of veterinary advisory services.</p>	<p>The objects for which the Company is established are <u>Section 21 of the Companies Act 2016 shall apply to the Company and the Company shall be capable of exercising all the functions of a body corporate and have the full capacity to carry on or undertake any business or activity that the Board considers to be advantageous to the Company and that are not prohibited under any law for the time being in force in Malaysia which shall include, but not limited to the following object clauses:</u></p> <p>-</p> <p>(1) To carry on the business of investment holding in stocks, debentures, debenture stocks, bonds, notes, obligations, securities and other financial instruments issued or guaranteed by any company or persons carrying on business in Malaysia or by any government, sovereign ruler, commissioners, public body or authority, supreme, dependent, municipal, local or otherwise in any part of the world and to invest, purchase, take on lease, sub-lease or in exchange, or otherwise acquire land and building.</p> <p>(2) To provide technical, management, operation, consulting services and advices in animal health products and services, formulations, practices, conducts, equipment, tools and solutions which include, but not limited to training and laboratory support and to provide veterinary diagnostic laboratory test and analysis.</p> <p>(3) To carry on research and development in the field of veterinary, life sciences business, and biotechnology activities and to market, distribute and trade in veterinary pharmaceuticals, health and food products, manufacture of veterinary formulations and other animal test kits and the provision of veterinary advisory services.</p>
5	-	The liability of the Members is limited.	The liability of the Members is limited <u>to any amount unpaid on the shares held by the members.</u>

Clause No.	Matters	Existing Provisions	Proposed Amendment																
7	Interpretation Clause	Nil	<table><tr><th>WORDS</th><th>MEANINGS</th></tr><tr><td>Act</td><td>The Companies Act 2016 and any statutory modification, amendment or re-enactment thereof <b><u>and any other legislation</u></b> for the time being in force <b><u>made thereunder and any written law for the time being in force concerning companies and affecting the Company.</u></b></td></tr><tr><td>Beneficial Owner</td><td>The ultimate owner of the shares and does not include a nominee of any description. <b><u>Has the meaning ascribed to it in the Act.</u></b></td></tr><tr><td>Bursa Depository</td><td>Bursa Malaysia Depository Sdn. Bhd. [(Company <b><u>Registration</u></b> No. <b><u>198701006854</u></b> (165570-W)] including any further change of name.</td></tr><tr><td><b><u>Business Day</u></b></td><td><b><u>A day (not being a Saturday, Sunday or public holiday) on which licensed financial institutions are open for general banking business in Kuala Lumpur and Selangor.</u></b></td></tr><tr><td><b><u>Clear days</u></b></td><td><b><u>Exclusive of the day on which the notice is served or deemed to be served or the date an announcement/notification is made by the Company or the Board and the day which the meeting or event is to take place.</u></b></td></tr><tr><td>Company</td><td>Rhone Ma Holdings Berhad [(Company <b><u>Registration</u></b> No. <b><u>201401040077</u></b> (1116225-A)].</td></tr><tr><td>Constitution</td><td>This Constitution as originally framed or as altered from time to time by Special Resolution and <del>this</del> "Constitution" means any one of them.</td></tr></table>	WORDS	MEANINGS	Act	The Companies Act 2016 and any statutory modification, amendment or re-enactment thereof <b><u>and any other legislation</u></b> for the time being in force <b><u>made thereunder and any written law for the time being in force concerning companies and affecting the Company.</u></b>	Beneficial Owner	The ultimate owner of the shares and does not include a nominee of any description. <b><u>Has the meaning ascribed to it in the Act.</u></b>	Bursa Depository	Bursa Malaysia Depository Sdn. Bhd. [(Company <b><u>Registration</u></b> No. <b><u>198701006854</u></b> (165570-W)] including any further change of name.	<b><u>Business Day</u></b>	<b><u>A day (not being a Saturday, Sunday or public holiday) on which licensed financial institutions are open for general banking business in Kuala Lumpur and Selangor.</u></b>	<b><u>Clear days</u></b>	<b><u>Exclusive of the day on which the notice is served or deemed to be served or the date an announcement/notification is made by the Company or the Board and the day which the meeting or event is to take place.</u></b>	Company	Rhone Ma Holdings Berhad [(Company <b><u>Registration</u></b> No. <b><u>201401040077</u></b> (1116225-A)].	Constitution	This Constitution as originally framed or as altered from time to time by Special Resolution and <del>this</del> "Constitution" means any one of them.
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Clause No.	Matters	Existing Provisions	Proposed Amendment													
7 (Con't)	Interpretation Clause (Con't)	Nil	<table><tr><th>WORDS</th><th>MEANINGS</th></tr><tr><td>Electronic Form</td><td>Document or information sent or supplied in electronic form are those sent by “<del>E</del>electronic <del>C</del>ommunication” or by any other means while in an electronic form whereby a recipient of such document or information would be able to retain a copy.</td></tr><tr><td>Exchange</td><td>Bursa Malaysia Securities Berhad [<del>(Company</del> <u>Registration No. 200301033577</u> (635998-W)] <u>or such other name as it may assume from time to time and its successor-in-title</u> and / or any other Exchange on which the Company is listed.</td></tr><tr><td><u>Main Venue</u></td><td><u>A primary physical venue in Malaysia where the chairperson of the general meeting or any adjournment thereof is physically present.</u></td></tr><tr><td>Market Day</td><td>A day on which the stock market of the Exchange is open for trading in <del>S</del>securities.</td></tr><tr><td>Member</td><td>Unless otherwise expressed to the contrary, any person(s) for the time being holding one or more shares in the Company and whose name(s) appears in the Register of Members and <u>depositors whose name appears on the Record of Depositors</u> <del>includes a Depositor who shall be treated as if he were a member pursuant to Section 35 of the Central Depositories Act but excludes the</del> <u>excepts</u> Bursa Depository in its capacity as a bare trustee member.</td></tr></table>		WORDS	MEANINGS	Electronic Form	Document or information sent or supplied in electronic form are those sent by “ <del>E</del> electronic <del>C</del> ommunication” or by any other means while in an electronic form whereby a recipient of such document or information would be able to retain a copy.	Exchange	Bursa Malaysia Securities Berhad [ <del>(Company</del> <u>Registration No. 200301033577</u> (635998-W)] <u>or such other name as it may assume from time to time and its successor-in-title</u> and / or any other Exchange on which the Company is listed.	<u>Main Venue</u>	<u>A primary physical venue in Malaysia where the chairperson of the general meeting or any adjournment thereof is physically present.</u>	Market Day	A day on which the stock market of the Exchange is open for trading in <del>S</del> securities.	Member	Unless otherwise expressed to the contrary, any person(s) for the time being holding one or more shares in the Company and whose name(s) appears in the Register of Members and <u>depositors whose name appears on the Record of Depositors</u> <del>includes a Depositor who shall be treated as if he were a member pursuant to Section 35 of the Central Depositories Act but excludes the</del> <u>excepts</u> Bursa Depository in its capacity as a bare trustee member.
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Clause No.	Matters	Existing Provisions	Proposed Amendment								
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Share <u>or</u> <u>Shares</u>	Issued share capital of a corporation and includes stock except where a distinction between stock and shares is expressed or implied.										
8	Effects of the Listing Requirements	(h) The provisions of this Clause 8 shall only apply so long as any of the securities of the Company are listed on the Exchange.	(h) The provisions of this Clause 8 shall only apply so long as any of the <del>S</del> securities of the Company are listed on the Exchange.								

Clause No.	Matters	Existing Provisions	Proposed Amendment
10	Allotment of shares	<p>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 Act and 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:</p> <p>(a) in the case of shares of a class, 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;</p> <p>(b) every issue of shares or options to employees and/or Directors shall be approved by Members in general meeting and in respect of issuance of shares or options to Directors, such approval shall specifically detail the amount of shares or options to be issued to such Directors;</p> <p>(c) except in the case of an issue of securities on a pro rata basis to shareholders or pursuant to a back-to-back placement undertaken in compliance with the Listing Requirements, a Director, major shareholder, chief executive or person connected with any Director, major shareholder or chief executive of the Company shall not participate, directly or indirectly, in an issue of ordinary shares or other securities with rights of conversion to ordinary shares unless the shareholders of the Company in general meeting have approved the specific allotment to be made to the Director, major shareholder, chief executive or person connected with any Director, major shareholder or chief executive of the Company and the Director, major shareholder, chief executive or person connected with any Director, major shareholder or chief executive of the Company has abstained from voting on the relevant resolution;</p> <p>In this Clause, "major shareholder", "chief executive" and "person connected to any Director, major shareholder or chief executive" shall have the same meaning described thereto in the Listing Requirements.</p>	<p>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 Act and 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:</p> <p>(a) in the case of shares of a class, 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;</p> <p>(b) every issue of shares or options to employees and/or Directors shall be approved by Members in general meeting and in respect of issuance of shares or options to Directors, such approval shall specifically detail the amount of shares or options to be issued to such Directors;</p> <p>(c) except in the case of an issue of <del>S</del>securities on a pro rata basis to <del>Members shareholders</del> or pursuant to a back-to-back placement undertaken in compliance with the Listing Requirements, a Director, major shareholder, chief executive or person connected with any Director, major shareholder or chief executive of the Company shall not participate, directly or indirectly, in an issue of ordinary shares or other <del>S</del>securities with rights of conversion to ordinary shares unless the <del>Members shareholders</del> of the Company in general meeting have approved the specific allotment to be made to the Director, major shareholder, chief executive or person connected with any Director, major shareholder or chief executive of the Company and the Director, major shareholder, chief executive or person connected with any Director, major shareholder or chief executive of the Company has abstained from voting on the relevant resolution;</p> <p>In this Clause, "major shareholder", "chief executive" and "person connected to any Director, major shareholder or chief executive" shall have the same meaning described thereto in the Listing Requirements.</p>



Clause No.	Matters	Existing Provisions	Proposed Amendment
10 (Con't)	Allotment of shares (Con't)	<p>(d) without limiting the generality of Section 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 percent (10%) of the issued and paid-up capital (excluding treasury shares) of the Company, except where the shares or securities are issued with the prior shareholders' approval in a general meeting of the precise terms and conditions of the issue; and</p> <p>(e) in working out the number of shares or 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 exercised.</p>	<p>(d) <u>subject to the Act and the Listing Requirements and</u> without limiting the generality of Sections 75 and 76 of the Act, the Company must not issue any ordinary shares or other <del>Securities</del> securities with rights of conversion to ordinary shares if <del>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 percent (10%) of the issued and paid-up capital (excluding treasury shares) of the Company,</del> except where the shares or <del>Securities</del> securities are issued with the prior <b>Members'</b> <del>shareholders'</del> approval in a general meeting of the precise terms and conditions of the issue; and</p> <p>(e) in working out the number of shares or <del>Securities</del> 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 exercised.</p>
13	Modifications of class rights	<p>Subject to the provisions of Sections 71 and 91 of the Act, 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, whether or not the Company is being wound up, be varied with the sanction of a special resolution passed at a separate meeting of the shareholders of that class. Where necessary majority of such a special resolution is not obtained at the meeting, consent in writing if obtained from the holders of not less than 75% of the total voting rights of the shareholders of that class within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting. To every such separate general meeting, the provisions of this Constitution relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two (2) persons who are shareholders present in person or represented by proxy holding at least one-third (1/3) of the number of issued shares of the class, excluding any shares of that class held as treasury shares and that any holder of shares of the class present in person or by proxy may demand a poll. For adjourned meeting, quorum is one person present holding shares of such class. To every such special resolution, the provisions of Section 292 of the Act shall with such adaptations as are necessary, apply.</p>	<p>Subject to the provisions of Sections 71 and 91 of the Act, 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, whether or not the Company is being wound up, be varied with the sanction of a special resolution passed at a separate meeting of the <del>Members</del> shareholders of that class. Where necessary majority of such a special resolution is not obtained at the meeting, consent in writing if obtained from the holders of not less than 75% of the total voting rights of the <del>Members</del> shareholders of that class within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting. To every such separate general meeting, the provisions of this Constitution relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two (2) persons who are <del>Members</del> shareholders present in person or represented by proxy holding at least one-third (1/3) of the number of issued shares of the class, excluding any shares of that class held as treasury shares and that any holder of shares of the class present in person or by proxy may demand a poll. <u>If that class of shares only has one (1) holder, a quorum is constituted by one (1) person present holdings of such shares.</u> For adjourned meeting, quorum is one person present holding shares of such class. To every such special resolution, the provisions of Section 292 of the Act shall with such adaptations as are necessary, apply.</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
18.	Issue of Securities	The Company must ensure that all new issues of Securities for which listing is sought are made by way of crediting the Securities Accounts of the allottees with such Securities save and except where they are specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event they shall so similarly be exempted from compliance with this provision. For this purpose, the Company must notify the Bursa Depository of the names of the allottees and all such particulars required by the Bursa Depository, to enable the Bursa Depository to make the appropriate entries in the Securities Accounts of such allottees. The Company must not cause or authorise its Registrar to cause the Securities Accounts of the allottees to be credited with the additional securities until after the Company has filed with the Exchange an application for listing of such additional securities and has been notified by the Exchange that they have been authorised for listing.	The Company must ensure that all new issues of Securities for which listing is sought are made by way of crediting the Securities Accounts of the allottees with such Securities save and except where they are specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event they shall so similarly be exempted from compliance with this provision. For this purpose, the Company must notify the Bursa Depository of the names of the allottees and all such particulars required by the Bursa Depository, to enable the Bursa Depository to make the appropriate entries in the Securities Accounts of such allottees. The Company must not cause or authorise its Registrar to cause the Securities Accounts of the allottees to be credited with the additional <u>S</u> securities until after the Company has filed with the Exchange an application for listing of such additional <u>S</u> securities and has been notified by the Exchange that they have been authorised for listing.
21.	Company's lien on shares and dividend	The Company shall have a first and paramount lien on every share and dividend from time to time declared in respect of such share for all unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid, and to such amounts as the Company may be called upon by law to pay and has paid in respect of the shares of the Member or deceased Member. The Company shall be entitled to charge interest thereon, not higher than the overdraft rate charged for the time being by the Company's principal bankers or such other reasonable rate as the Directors may determine. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Clause.	<p>The Company shall have a first and paramount lien on every share and dividend from time to time declared in respect of such shares:-</p> <p>(a) for all unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid;</p> <p>(b) to such amounts as the Company may be called upon by law to pay and has paid, in respect of the shares of the Member or deceased Member; and</p> <p>(c) <u>on such amounts which are owed to the Company for acquiring them, where the shares were acquired under an employees' share option scheme.</u></p> <p><u>In each case, the lien extends to reasonable interest and expenses incurred because the amount is not paid.</u> The Company shall be entitled to charge interest thereon, not higher than the overdraft rate charged for the time being by the Company's principal bankers or such other reasonable rate as the Directors may determine. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Clause.</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
24	Application of proceed of sales	The 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.	The 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 <b><u>(subject to a similar lien for sums not presently payable which exists over the shares before the sale)</u></b> 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.
25	Directors may make calls	The Directors, subject to the Act and the provisions of the Listing Requirements, 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 exceed one-fourth of the issued price of the share or 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.	The Directors, subject to the Act and the provisions of the Listing Requirements, may from time to time make calls upon the Members <b><u>as the Board may think fit</u></b> 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 exceed one-fourth of the issued price of the share or 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 <b><u>date</u></b> , 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.
26	Effective date of call	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. No shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, together with interest and expenses (if any).	A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed, <b><u>Any call may be made payable either in one sum or</u></b> <del>and may be required to be paid by instalments.</del> No <del>Member</del> shareholder shall be entitled to receive any dividend or to exercise any privilege as a Member, until he shall have paid all calls for the time being due and payable on every share held by him, together with interest and expenses (if any).
31	Company may require information <b><u>of a Member</u></b>	<p>(1) Subject to Clause 17, the Company may by notice in writing, require any Member of the Company, within such reasonable time as is specified in the notice:-</p> <p>(a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee; and</p> <p>(b) if he holds them as trustee, to indicate so far as he can, the persons for whom he holds them by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.</p>	<p>(1) Subject to Clause 17, the Company may by notice in writing, require any Member of the Company, within such reasonable time as is specified in the notice:-</p> <p>(a) to inform the Company whether he holds any voting shares in the Company as <b><u>B</u></b>beneficial <b><u>O</u></b>wner or as trustee; and</p> <p>(b) if he holds them as trustee, to indicate so far as he can, the persons for whom he holds them by name and by other particulars sufficient to enable those persons to be identified and the nature of their interest.</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
31 (Con't)	Company may require information <u>of a Member</u> (Con't)	<p>(2) Where the Company is informed pursuant to a notice given to any person under sub-section (1) hereof or under this sub-section, that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:-</p> <p>(a) to inform the Company whether he holds that interest as beneficial owner or as trustee; and</p> <p>(b) if he holds it as trustee, to indicate so far as he can, the person for whom he holds it by name and by other particulars sufficient to enable them to be identified and the nature of their interest.</p> <p>(3) The Company may by notice in writing require a Member of the Company to inform it, within such reasonable time as is specified in the 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 particulars of the agreement and the parties to it.</p>	<p>(2) Where the Company is informed pursuant to a notice given to any person under sub-section (1) hereof or under this sub-section, that any other person has an interest in any of the voting shares in the Company, the Company may by notice in writing require that other person within such reasonable time as is specified in the notice:-</p> <p>(a) to inform the Company whether he holds that interest as <del>B</del>beneficial <del>O</del>owner or as trustee; and</p> <p>(b) if he holds it as trustee, to indicate so far as he can, the person for whom he holds it by name and by other particulars sufficient to enable them to be identified and the nature of their interest.</p> <p>(3) The Company may by notice in writing require a Member of the Company to inform it, within such reasonable time as is specified in the 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 particulars of the agreement <u>or arrangement</u> and the parties to it <del>such agreement or arrangement</del>.</p>
32	<del>T</del> <b>Transfer</b> Transferor's right	The instrument of transfer of any Securities shall be in writing and in the form approved in the Rules and shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the securities until the name of the transferee is entered in the Record of Depositors in respect thereof. The transfer of any listed Securities or class of listed Securities of the Company, shall be by way of book entry by the Bursa 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.	The instrument of transfer of any Securities shall be in writing and in the form approved in the Rules and shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the <del>S</del> securities until the name of the transferee is entered in the Record of Depositors in respect thereof. The transfer of any listed Securities or class of listed Securities of the Company, shall be by way of book entry by the Bursa 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.
38	Transfer of <u>such Member's</u> shares to Minister charged with responsibility for finance	If after the expiration of thirty (30) days from the date of the advertisement the whereabouts of the Member remains unknown, the Company may transfer the shares held by the Member to the Minister charged with the responsibility for finance and for that purpose may execute for and on behalf of such Member, a transfer of those shares to the Minister charged with the responsibility for finance.	If after the expiration of thirty (30) days from the date of the advertisement the whereabouts of the Member remains unknown, the Company may transfer the shares held by the Member to the Minister <del>charged with the responsibility for finance</del> and for that purpose may execute for and on behalf of such Member, a transfer of those shares to the Minister <del>charged with the responsibility for finance</del> .

Clause No.	Matters	Existing Provisions	Proposed Amendment
40	Share of deceased or bankrupt Member	Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Rules and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors and / or Bursa 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 by that Member before his death or bankruptcy. Provided always that where the share is a Deposited Security, subject to the Rules, a transfer or withdrawal of the shares may be carried out by the person becoming so entitled.	Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the <b><u>Directors and subject to the</u></b> Rules and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors and / or Bursa 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 by that Member before his death or bankruptcy- <b><u>p</u></b> Provided always that where the share is a Deposited Security, subject to the Rules, a transfer or withdrawal of the shares may be carried out by the person becoming so entitled.
42	Person entitled may receive dividends etc.	Subject to the provisions of any law, where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee or his estate, as the case may be, shall, upon the production of such evidence as may from time to time be required by the Directors and / or the Bursa Depository 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.	Subject to the provisions of any law, where the registered holder of any share dies or becomes bankrupt, his personal representative or the assignee or his estate, as the case may be, shall, upon the production of such evidence as may from time to time be required by the Directors and / or the Bursa Depository <b><u>in</u></b> <b><u>on</u></b> 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.
49	Forfeiture of shares shall involve extinction of interest in any claims against Company	The forfeiture of a share shall involve the extinction at the time of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by this Constitution expressly saved, or as are by the Act given or imposed in the case of past Members.	The forfeiture of a share shall involve the extinction at the time of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the <del>shareholder</del> <b><u>Member</u></b> whose share is forfeited and the Company, except only such of those rights and liabilities as are by this Constitution expressly saved, or as are by the Act, <b><u>the Central Depositories Act and the Rules</u></b> given or imposed in the case of past Members.
54	<b><u>Conversion of shares into stock and re-conversion by Resolution</u></b>	The Company may by special resolution passed at a general meeting convert any paid-up shares into stock or reconvert any stock into paid-up shares of any number.	The Company may by <del>special</del> <b><u>ordinary</u></b> resolution passed at a general meeting convert any paid-up shares into stock <b><u>and</u></b> <del>or</del> reconvert any stock into paid-up shares of any number.
57	Definition	Such Clauses of this Constitution as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" therein shall include "stock" and "stockholder".	Such Clauses of this Constitution as are applicable to paid-up shares shall apply to stock and the words "share" and <del>"shareholder"</del> <b><u>Member</u></b> therein shall include "stock" and "stockholder".

Clause No.	Matters	Existing Provisions	Proposed Amendment
59	Issue of new Securities to Members	Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or Securities to which they are entitled. The offer shall be made by notice specifying the number of shares or Securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or Securities offered, the Directors may dispose of those shares or Securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or Security which (by reason of the ratio which the new shares or Securities bear to the shares or Securities held by persons entitled to an offer of new shares or Securities) cannot, in the opinion of the Directors, be conveniently offered under this Clause.	Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible <del>S</del> securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or Securities to which they are entitled. The offer shall be made by notice specifying the number of shares or Securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or Securities offered, the Directors may dispose of those shares or Securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or Security which (by reason of the ratio which the new shares or Securities bear to the shares or Securities held by persons entitled to an offer of new shares or Securities) cannot, in the opinion of the Directors, be conveniently offered under this Clause.
<b><u>59A</u></b>	<b><u>Waiver from convening a general meeting to further issuance of new securities to Members</u></b>	Nil	<p><b><u>Notwithstanding above (but subject to the Act), the Company may (if required) apply to the Exchange for a waiver from convening a general meeting to obtain shareholders' approval for further issue or issues of shares (other than bonus or rights issues) where:</u></b></p> <p><b><u>(a) the aggregate issues of shares (other than bonus and rights issues and other issues of shares which have been specifically approved by the shareholders in an extraordinary general meeting) or convertible securities issued during the preceding twelve (12) months is in accordance to the Act and the Listing Requirements; and</u></b></p> <p><b><u>(b) there is in force at the time of the application for such waiver, a resolution of the Company in general meeting authorising the Directors to make such further issue or issues as stated above.</u></b></p>
61	Power to alter capital	<p>The Company may by ordinary resolution:-</p> <p>(a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe; or</p>	<p>The Company may by ordinary resolution:-</p> <p><del>(a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe; or</del></p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
61 (Con't)	Power to alter capital (Con't)	<p>(b) 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 shares from which the subdivided share is derived; or</p> <p>(c) convert all or any of its paid-up shares into stock and may reconvert that stock into paid-up shares; or</p> <p>(d) subdivide its share capital or any part thereof, 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 shares from which the subdivided share is derived; or</p> <p>(e) cancel shares which at the date of the passing of the resolution which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.</p>	<p><b>(a)</b> 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 shares from which the subdivided share is derived; or</p> <p><b>(b)</b> convert all or any of its paid-up shares into stock and may reconvert that stock into paid-up shares <u>and/or reclassify any class of shares into another class of shares</u>; or</p> <p><b>(c)</b> subdivide its share capital or any part thereof, 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 shares from which the subdivided share is derived; or</p> <p><b>(d)</b> cancel shares which at the date of the passing of the resolution which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.</p>
62	Share Buy Back	Subject to and in accordance with the provisions of the Act and the requirements of the Exchange and such other relevant law, regulation or guideline, the Company is allowed and shall have power, to the fullest extent permitted, to purchase its own shares. Any shares in the Company so purchased by the Company shall be dealt with as provided by the Act, the requirements of the Exchange and any other relevant authority.	<p><del>Subject to and in accordance with the provisions of the Act, and the requirements of the Exchange</del> <u>the Listing Requirements</u> and <u>other requirements of the Exchange and/or any</u> such other relevant laws, regulations, or guidelines <u>and/or authorities</u>, the Company is allowed and shall have power, to the fullest extent permitted, to purchase its own shares <u>may from time to time by resolution of a general meeting, purchase in good faith and in the best interests of the Company, the Company's own shares through the Exchange on which the shares are quoted provided always that the Company is solvent at the date of purchase of the Company's shares and will not become insolvent by incurring the debt arising from the obligation to pay for the shares so purchased.</u> Any shares in the Company so purchased by the Company shall be dealt with as provided by the Act, the requirements of the Exchange and any other relevant authority.</p>
64	<u>Annual</u> General Meetings	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, date 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.	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, date 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.

Clause No.	Matters	Existing Provisions	Proposed Amendment
64 (Con't)	<u>Annual</u> General Meetings (Con't)	Such meeting of its Members may be held within Malaysia at more than one venue using any technology or method that allows all Members a reasonable opportunity 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 any 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.	<del>Such meeting of Members may be held within Malaysia at more than one venue using any technology or method that allows all Members a reasonable opportunity 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 any 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.</del>
<u>64A</u>	<u>Meeting if Members of two or more venues</u>	Nil	<u>The meeting of Members may be held at more than one (1) venue using any technology or method that allows all Members of the Company to participate and to exercise the Members' rights to participate and vote at the meeting, and using any available technology to provide notice, conduct and record or facilitate voting at that meeting or any adjournment of that meeting of Members subject to rules, regulations and laws prevailing. The main venue of the meeting of Members shall be in Malaysia and the Chairman shall be present at the Main Venue or broadcast venue (the only venue involved in the conduct of a virtual general meeting of Members) of the meeting in which is applicable.</u>
<u>64B</u>	<u>General meetings by means of remote communication</u>	Nil	<p><u>(a) If authorised by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, the Members not physically present at a general meeting where the Chairman of the general meeting is physically present, may, by means of remote communication:-</u></p> <p><u>(i) participate in such general meeting; and</u></p> <p><u>(ii) be deemed present in person at such general meeting, be counted in the quorum and be entitled to vote at such general meeting.</u></p> <p><u>(b) That the general meeting shall be duly constituted and its proceedings shall be valid if the Chairman of the general meeting is satisfied that adequate facilities are available throughout the general meeting to ensure that Members participating in the general meeting through remote communication are able:-</u></p>



Clause No.	Matters	Existing Provisions	Proposed Amendment
<b>64B</b> (Con't)	<b><u>General meetings by means of remote communication</u></b> (Con't)	Nil	<p>(i) <u>to participate in the matters for which such general meeting has been convened;</u></p> <p>(ii) <u>to speak (whether by use of microphones, loudspeakers, audio-visual communication equipment, type text or any form of electronic means which allows the Members to raise any questions and/or express their views on the matters); and</u></p> <p>(iii) <u>to vote on matters submitted to the Members.</u></p>
<b>64C</b>	<b><u>Interruption or adjournment where facilities inadequate</u></b>	Nil	<p><u>If, before or during a general meeting, it appears to the Chairman of the general meeting that:-</u></p> <p><u>(a) the facilities at the Main Venue or venue other than Main Venue for the conduct of general meeting; or</u></p> <p><u>(b) the means used for the remote communication;</u></p> <p><u>have become inadequate for the purposes referred to in Clause 64, any technical difficulty occurs, such that the Members do not have a reasonable opportunity to participate, then the Chairman of the general meeting shall:</u></p> <p><u>(a) without the consent of the Members at the general meeting, interrupt or adjourn the general meeting until the difficulty is remedied; or</u></p> <p><u>(b) where a quorum remains present (either at the place at which the chairman is present or by technology as contemplated by Clause 64) and able to participate, subject to the Constitution, continue the meeting.</u></p> <p><u>All businesses as conducted at that general meeting up to the adjournment shall be valid. The provisions of Clause 73 shall apply to that adjournment. No interruption or termination of any remote communication or the inability of a Member to participate in a general meeting by way of remote communication shall invalidate any general meeting held using such remote communications or any such resolution decided upon at such general meeting.</u></p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
<u>64D</u>	<u>Security Arrangements</u>	Nil	<p><u>The Board may request the Members, proxies or representatives wanting to attend a general meeting to comply with security procedures which the Board deem appropriate. The Board may, at their discretion, refuse entry to, or remove from, a general meeting, a Member, proxy or representative who does not comply with the security procedures.</u></p> <p><u>Security procedures may include Member, proxy or representative not being allowed into a general meeting with recording or broadcasting devices without consent, or who refuses to comply with a request to turn off a mobile telephone, or other communication, recording or similar device, or who possesses an article which the Chairman of the general meeting considers as to be dangerous, offensive, or liable to cause disruption.</u></p>
<u>64E</u>	<u>Directors' entitlement</u>	Nil	<u>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.</u>
<u>64F</u>	<u>Invited attendee</u>	Nil	<u>A person requested by the Directors or the chairman to attend a general meeting, is entitled to be present (and if invited by the Chairman, to speak) at the meeting, irrespective of whether the person is a Member.</u>
66	Notice of meetings	(1) The notices convening meetings shall specify the place, day and hour of the meeting, and shall be given to all Members at least fourteen (14) days before the meeting or at least twenty one (21) days before the meeting where any special resolution is to be proposed or where it is an annual general meeting. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. At least fourteen (14) days' notice or twenty one (21) days' notice in the case where any special resolution is proposed or where it is the annual general meeting, of every such meeting must be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed.	(1) The notices convening <u>a meetings of Members</u> shall specify the place, day <u>date</u> and hour <u>time</u> of the meeting, and <u>the general nature of business of the meeting. Notice</u> shall be given to all Members at least fourteen (14) days before the meeting or at least twenty one (21) days before the meeting where any special resolution is to be proposed or where it is an annual general meeting. Any notice of a meeting called to consider special business shall be accompanied by a statement regarding the effect of any proposed resolution in respect of such special business. At least fourteen (14) days' notice or twenty one (21) days' notice in the case where any special resolution is proposed or where it is the annual general meeting, of every such meeting must be given by advertisement in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each stock exchange upon which the Company is listed.

Clause No.	Matters	Existing Provisions	Proposed Amendment
66 (Con't)	Notice of Meetings (Con't)	<p>(2) Subject to the Act, Listing Requirements, laws, rules or regulations, notice of a meeting of Members shall be in writing or Document 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:-</p> <p>(a) in hard copy, (b) in Electronic Form, or (c) partly in hard copy and partly in Electronic Form.</p> <p>(3) A notice or Document:-</p> <p>(a) 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 (b) 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.</p> <p>(4) A notice of a meeting of Members or Document 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.</p> <p>(5) The Company shall notify a Member/securities holder of the publication of the notice or Document on the website and such notifications shall be in writing and shall be given in hard copy or electronic form stating:-</p> <p>(a) that it concerns a meeting of Members; (b) the place, date and time of the meeting; (c) the general nature of the business of the meeting; and (d) whether the meeting is an annual general meeting.</p> <p>If the Company sends the notice or Document 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 Document to him.</p> <p>Notice of meeting of Members may include text of any proposed resolutions and other information as the Directors deem fit.</p>	<p>(2) Subject to the Act, Listing Requirements, laws, rules or regulations, notice of a meeting of Members shall be in writing or Document which is required or permitted to be given, sent or served under the Act or under this Constitution shall be given to the Members <u>or Securities holders</u> either:-</p> <p>(a) in hard copy, (b) in Electronic Form, or (c) partly in hard copy and partly in Electronic Form.</p> <p>(3) A notice or Document:-</p> <p>(a) given in hard copy shall be sent to any Member/ <u>S</u>securities holder either personally or by post to the address supplied by the Member/<u>S</u>securities holder to the Company <u>or the Central Depository</u> for such purpose; or (b) given in Electronic Form shall be transmitted to the Electronic Address provided by the Member/<u>S</u>securities holder to the Company for such purpose or by publishing on a <u>the Company's</u> website.</p> <p>(4) A notice of a meeting of Members or Document 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.</p> <p>(5) The Company shall notify a Member/<u>S</u>securities holder of the publication of the notice or Document on the website and such notifications shall be in writing and shall be given in hard copy or <u>E</u>lectronic <u>F</u>orm stating:-</p> <p>(a) that it concerns a meeting of Members <u>or Securities holder</u>; (b) the place, date and time of the meeting; (c) the general nature of the business of the meeting; and (d) whether the meeting is an annual general meeting.</p> <p>If the Company sends the notice or Document 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 Document to him.</p> <p>Notice of meeting of Members may include text of any proposed resolutions and other information as the Directors deem fit.</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
66 (Con't)	Notice of Meetings (Con't)	<p>(6) The notice or Document shall be made available on the website throughout the period beginning from the date of the notification referred to in Clause 66(5) until the conclusion of the meeting.</p> <p>(7) The contact details of the Member/ securities holder as provided to the Depository shall be deemed as the last known address provided by the Member to the Company for purposes of communication with the Member.</p> <p>(8) Where any Member/securities holder requests for a hard copy of the Document, 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.</p> <p>(9) 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.</p>	<p>(6) The notice or Document shall be made available on the website throughout the period beginning from the date of the notification referred to in Clause 66(5) until the conclusion of the meeting.</p> <p>(7) The contact details of the Member/ <u>S</u>securities holder as provided to the Depository shall be deemed as the last known address provided by the Member to the Company for purposes of communication with the Member / <u>Securities holder</u>.</p> <p>(8) Where any Member/ <u>S</u>securities holder requests for a hard copy of the Document, the Company shall forward a hard copy of these Documents to the Member/ <u>S</u>securities holder as soon as reasonably practicable after the receipt of the request, free of charge.</p> <p>(9) Where it relates to Documents required to be completed by Members/ <u>S</u>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.</p>
70	Business at meetings	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 the laying of the audited financial statement and the report of the Directors and auditors, the fixing of the Directors' fees and benefits payable, the election of Directors in the place of those retiring by rotation or otherwise, and the appointment and fixing of the remuneration of the auditors.	<u>Subject always to the provision of the Act, n</u> <del>No business shall be transacted at a meeting of Members 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 .</del> <u>An annual general meeting shall be held to transact the business in accordance with the Act, which include</u> other than <del>business of which notice has been given aforesaid, with the exception of the laying of the audited financial statement and the report of the Directors and auditors, the fixing of the Directors' fees and benefits payable, the election of Directors in the place of those retiring by rotation or otherwise, and the appointment and fixing of the remuneration of the auditors.</del>
71	<del>Notice that proxy is allowed</del> <u>Requirement in notice calling meeting</u>	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 in his stead.	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 in his stead.

Clause No.	Matters	Existing Provisions	Proposed Amendment
72	Omission to give notice	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.	The accidental omission to give notice of <u>any</u> 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.
73	Quorum	<p>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 otherwise provided, two (2) Members present in person shall be a quorum. For the purposes of constituting a quorum:-</p> <p>(i) one or more representatives appointed by a corporation shall be counted as one Member; or</p> <p>(ii) one or more proxies appointed by a person shall be counted as one Member.</p>	<p><b>(a)</b> 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 otherwise provided, two (2) Members present in person <u>or represented by proxy, or, in the case of corporations, by a representative duly appointed in that behalf</u> shall be a quorum. For the purposes of constituting a quorum:-</p> <p>(i) one or more representatives appointed by a corporation shall be counted as one Member; or</p> <p>(ii) one or more proxies appointed by a person shall be counted as one Member.</p> <p><b>(b) <u>Where a general meeting is conducted using technology approved by the Directors under this Constitution, and where permitted by law, the two (2) Members referred to in Clause 73(a) need not be physically present at the same place (or at any place) or as the case may be outside Malaysia.</u></b></p> <p><b><u>Participation by a Member by using any technology or method that allows Member to participate and exercise his rights to participate and vote at the meeting shall be deemed as present at the meeting and shall be counted towards the quorum notwithstanding the fact that he is not physically present at the Main Venue where the meeting is to be held or as the case may be, the Member being out of Malaysia.</u></b></p>
74	Adjournment	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 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 at any adjourned meeting, the meeting shall be dissolved. For the purpose of this Clause, "business day" means a day (not being a Saturday, Sunday or public holiday) on which licensed financial institutions are open for general	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 holiday then to the next <del>B</del> business <del>D</del> 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 <u>at such adjourned meeting</u> within half an hour <u>of the time appointed for the meeting, the Member present or by proxy or by attorney or by its duly authorised representative shall form a quorum</u> <del>at any adjourned meeting, the meeting shall be dissolved. For the</del>

Clause No.	Matters	Existing Provisions	Proposed Amendment
74 (Con't)	Adjournment (Con't)	banking business in Selangor Darul Ehsan.	purpose of this Clause, "business day" means a day (not being a Saturday, Sunday or public holiday) on which licensed financial institutions are open for general banking business in Selangor Darul Ehsan.
<b>74A</b>	<b><u>Cancellation or postponement of general meetings</u></b>	Nil	<p>(a) <u>Subject to the Act, where a general meeting is convened by the Board, the Chairman may, in its absolute discretion, cancel the general meeting or postpone the holding of the general meeting or adjourn the general meeting before or after it has started, and whether or not quorum is present, if he considers that:</u></p> <ul style="list-style-type: none"> <li>(i) <u>there is not enough room for the number of shareholders who wish to attend the meeting;</u></li> <li>(ii) <u>the behavior of the people presents prevents, or is likely to prevent, the business of the meeting being carried out in an orderly way; or</u></li> <li>(iii) <u>an adjournment is necessary for any other reason, so that the business of the meeting can be properly carried out.</u></li> </ul> <p><u>The Chairman does not need the consent of the meeting to adjourn it for any of these reasons to a date and time or place which he decides. He may also adjourn the meeting to a later time on the same day or indefinitely. If the meeting is adjourned indefinitely, the directors will fix the date, time and place of the adjourned meeting. The cancellation or postponement of a general meeting is subject to the Listing Requirements and other requirements by the Exchange.</u></p> <p><u>This Clause shall not apply to a general meeting convened in accordance with Sections 310(b) and 311 of the Act by a Member or Members unless with the written consent of the person who called or requisitioned the meeting.</u></p> <p>(b) <u>Notice of cancellation or postponement or change of place of a general meeting must state the reason for cancellation or postponement and such a notice shall be:</u></p> <ul style="list-style-type: none"> <li>(i) <u>published in at least one (1) nationally circulated Bahasa Malaysia or English daily newspaper;</u></li> </ul>

Clause No.	Matters	Existing Provisions	Proposed Amendment
74A (Con't)	<u>Cancellation or postponement of general meetings</u> (Con't)		<p>(ii) <u>given to the Exchange and given in such manner required by the Listing Requirements or other requirements by the Exchange; and</u></p> <p>(iii) <u>subject to the Act and the Listing Requirements, given in any other manner determined by the Board.</u></p> <p>(c) <u>A notice of postponement of a general meeting must specify:</u></p> <p>(i) <u>the postponed date and time for the holding of the general meeting;</u></p> <p>(ii) <u>a place for the holding of the general meeting which may be either the same as or different from the place specified in the notice convening the general meeting; and</u></p> <p>(iii) <u>if the general meeting is to be held in two (2) or more places, the technology that will be used to facilitate the holding of the general meeting in that manner.</u></p> <p><u>The new time and place specified in the notice of postponement will be taken to be the time and place for the general meeting as if specified in the notice which called the general meeting originally.</u></p> <p><u>Notice of the business to be transacted at such moved and/or postponed meeting is not required. The Board must take reasonable steps to ensure that Members trying to attend the general meeting at the original time, date/or place are informed of the new arrangements for the general meeting.</u></p> <p>(d) <u>The only business that may be transacted at a postponed general meeting is the business specified in the original notice convening the general meeting.</u></p> <p>(e) <u>Whereby the terms of an instrument appointing a proxy or attorney or an appointment of a representative:</u></p> <p>(i) <u>the appointed person is authorised to attend and vote at a general meeting to be held on or before a specified date; and</u></p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
74A (Con't)	<u>Cancellation or postponement of general meetings</u> (Con't)	74A (Con't)	<p><u>(ii) the date for holding the general meeting is postponed to a date later than the date specified in the instrument of proxy, power of attorney or appointment of representative, then, by force of this Clause, that later date is substituted for and applies to the exclusion of the date specified in the instrument of proxy, power of attorney or appointment of representative. However, this does not apply if the Member appointing the proxy, attorney or representative gives notice in writing to the Company at the Office or another address (including electronic address) specified in the notice of general meeting to the contrary not less than twenty-four (24) hours before the time to which the holding of the general meeting has been postponed.</u></p> <p><u>(f) The non-receipt of notice of cancellation or postponement of a general meeting by, or the accidental omission to give notice of cancellation or postponement of a general meeting to, a person entitled to receive notice does not invalidate any resolution passed at a postponed general meeting or the cancellation or postponement of a general meeting.</u></p> <p><u>(g) A Director is entitled to receive notice of and to attend all general meetings and all separate meetings of the holders of any class of shares in the capital of the Company and is entitled to speak at those meetings.</u></p> <p><u>(h) If the Directors are required to convene and arrange to hold a general meeting as a result of a request by Members in accordance with Section 311 of the Act, the general meeting may be cancelled by the Directors if the Members who requisitioned the general meeting withdraw their requests prior to the date of the general meeting.</u></p>
75	Chairman of general meetings	The Chairman of the Board (if any) shall preside as Chairman at every general meeting. If the Company has no Chairman or if at any general meeting, the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting or if the Chairman of the Board is not willing to act as Chairman for the general meeting, 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 he is willing to act. If no Director is present, or if each of the Directors present declines to preside as Chairman, the	The Chairman of the Board (if any) shall preside as Chairman at every general meeting. If the Company has no Chairman or if at any general meeting, the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting or if the Chairman of the Board is not willing to act as Chairman for the general meeting, 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 he is willing to act. If no Director is present, or if each of the Directors present declines to preside as Chairman, the Members present and entitled to vote shall elect



Clause No.	Matters	Existing Provisions	Proposed Amendment
75 (Con't)	Chairman of general meetings (Con't)	Members present and entitled to vote shall elect one (1) of their number to be the Chairman. A Proxy attending the meeting shall not be entitled to be elected as Chairman of the general meeting. The election of the Chairman shall be by a show of hands.	one (1) of their number to be the Chairman. A Proxy attending the meeting shall not be entitled to be elected as Chairman of the general meeting. The election of the Chairman <u>of the meeting</u> shall be by a show of hands.
76	Adjournment with consent of meeting	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.	The Chairman <u>of the meeting</u> 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 <u>that might be transacted or</u> 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.
<b>76A</b>	<b><u>Chairman to promote orderly conduct of the business of all general meetings</u></b>	<p>Without prejudice to any other power which the Chairman may have under the provisions of this Constitution or at common law and subject to the Act and the Listing Requirements, the Chairman shall have full discretion on the general conduct of meeting, procedure to be adopted at the meeting to ensure proper and orderly conduct of the business of all general meetings and the Chairman's decision on matters of procedure or arising accidentally from the business of such meetings shall be final, as shall be his determination as to whether any matter is of such a nature. The Chairman may also at his discretion and in accordance with applicable laws, decides whether to admit new business at a meeting of shareholders.</p> <p>The Board shall be entitled to ask shareholders or proxies wanting to attend the general meeting to submit, to searches or other security arrangements which the Board decide. The Board can, in their discretion refuse entry to, or remove from, a general meeting, a shareholder or proxy who does not submit to those searches or comply with those security arrangements. Security arrangements may include shareholders or proxies not being allowed in to a general meeting with recording or broadcasting devices or an article which the Chairman of the meeting considers to be dangerous, offensive or liable to cause disruption.</p>	<p>Without prejudice to any other power which the Chairman may:-</p> <p><b><u>(a)</u></b> have under the provisions of this Constitution or at common law and subject to the Act and the Listing Requirements, the Chairman shall have full discretion on the general conduct of meeting, procedures to be adopted at the meeting to ensure proper and orderly conduct of the business of all general meetings and the Chairman's decision on matters of procedure or arising accidentally from the business of such meetings shall be final, as shall be his determination as to whether any matter is of such a nature. The Chairman may also at his discretion and in accordance with applicable laws, decides whether to admit new business at a meeting of shareholders.</p> <p><b><u>(b) if there is insufficient room at a venue used for the meeting, the chairman may arrange another or a second or other venue (without giving notice or putting the matter to a vote).</u></b></p> <p><del>The Board shall be entitled to ask shareholders or proxies wanting to attend the general meeting to submit, to searches or other security arrangements which the Board decide. The Board can, in their discretion refuse entry to, or remove from, a general meeting, a shareholder or proxy who does not submit to those searches or comply with those security arrangements. Security arrangements may include shareholders or proxies not being allowed in to a general meeting with recording or broadcasting devices or an</del></p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
<b>76A</b> (Con't)	<b><u>Chairman to promote orderly conduct of the business of all general meetings</u></b> (Con't)		<del>article which the Chairman of the meeting considers to be dangerous, offensive or liable to cause disruption.</del>
<b>76B</b>	<b><u>Amendment to resolution of general meetings</u></b>	Nil	<p>(a) <b><u>The chairman can propose amendments to an ordinary or special resolution if they are amendments to correct typographical errors in the resolution.</u></b></p> <p>(b) <b><u>Save as stated in Clause 76B (a), no other amendments can be proposed to a special resolution.</u></b></p> <p>(c) <b><u>Amendments to an ordinary resolution which are within the scope of the resolution can be proposed if written notice of the proposed amendment is received at the Registered Office addressed to the Secretary at least 3 clear Business Days before the day fixed for the meeting or adjourned meeting.</u></b></p> <p>(d) <b><u>If the chairman, acting in good faith, rules an amendment out of order, an error in that ruling will not affect the validity of a vote on the original resolution.</u></b></p>
<b>76C</b>	<b><u>Actions for proper and orderly conduct at a general meeting</u></b>	Nil	<b><u>The chairman of a meeting can take any action he considers appropriate for proper and orderly conduct at a general meeting. This may include, demanding that debate or discussion on any business, question, motion or resolution being ended or that the business, question, motion or resolution be put to a vote of the Members or so that the meeting reflects the wishes of the majority.</u></b>
77	<del>Voting and evidence of passing resolutions</del> <b><u>How resolution is to be decided at general meeting</u></b>	<p>Subject to Listing Requirements, any resolution set out in the notice of any general meeting, or in any notice of resolution which may properly be moved and is intended to be moved at any general meeting shall be voted by poll. Notwithstanding the above, poll may be demanded in writing:-</p> <p>(a) by the Chairman of the meeting;</p> <p>(b) by at least three (3) Members present in person or by proxy or by attorney or in the case of a corporation by a representative;</p>	<p>Subject to Listing Requirements, any resolution set out in the notice of any general meeting, or in any notice of resolution which may properly be moved and is intended to be moved at any general meeting shall be voted by poll. Notwithstanding the above, poll may be demanded in writing:-</p> <p>(a) by the Chairman of the meeting;</p> <p>(b) by at least three (3) Members present in person or by proxy or by attorney or in the case of a corporation by a representative;</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
77 (Con't)	Voting and evidence of passing resolutions- <u>How resolution is to be decided at general meeting</u> (Con't)	<p>(c) by any Member or Members present in person or by proxy or by attorney or in the case of a corporation by a representative and representing not less than one-tenth (1/10) of the total voting rights of all the Members having the right to vote at the meeting, excluding any voting rights attached to shares in the Company held as treasury shares; or</p> <p>(d) by a Member or Members present in person or by proxy or by attorney or in the case of a corporation by a representative 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 one-tenth (1/10) of the total sum paid-up on all the shares conferring that right, excluding any voting rights attached to shares in the Company held as treasury shares.</p> <p>Unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has been carried or has not been carried 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.</p>	<p>(c) by any Member or Members present in person or by proxy or by attorney or in the case of a corporation by a representative and representing not less than one-tenth (1/10) of the total voting rights of all the Members having the right to vote at the meeting, excluding any voting rights attached to shares in the Company held as treasury shares; or</p> <p>(d) by a Member or Members present in person or by proxy or by attorney or in the case of a corporation by a representative 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 one-tenth (1/10) of the total sum paid-up on all the shares conferring that right, excluding any voting rights attached to shares in the Company held as treasury shares.</p> <p><del>Unless a poll is so demanded, a declaration by the Chairman of the meeting that a resolution has been carried or has not been carried 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.</del></p>
78	How a poll is to be taken	<p>(1) Any poll duly demanded on the election of a Chairman of a meeting or on a question of adjournment of meetings shall be taken forthwith at the meeting and without adjournment. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty (30) days from the date of the meeting or adjourned meeting at which the poll was demanded) and place as the Chairman of the meeting may direct. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.</p> <p>(2) 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 76, adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll.</p>	<p>(1) Any poll duly demanded on the election of a Chairman of a meeting or on a question of adjournment of meetings shall be taken forthwith at the meeting and without adjournment. A poll demanded on any other <u>resolution</u> <del>question</del> shall be taken either immediately or at such subsequent time (not being more than thirty (30) days from the date of the meeting or adjourned meeting at which the poll was demanded) and place as the Chairman of the meeting may direct. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.</p> <p>(2) 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 76, adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll.</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
78 (Con't)	How a poll is to be taken (Con't)	<p>(3) If:</p> <p>(a) any objection shall be raised as to the qualification of any voter; or</p> <p>(b) any votes have been counted which ought not to have been counted or which might have been rejected; or</p> <p>(c) any votes are not counted which ought to have been counted;</p> <p>the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman of the meeting on such matters shall be final and conclusive.</p> <p>(4) A poll shall be taken in such manner as the Chairman of the meeting may direct and at least one (1) scrutineer must be appointed to validate the votes cast at the general meeting. The appointed scrutineer must not be an officer of the Company or its related corporation, and must be independent of the person undertaking the polling process. The Chairman of the meeting may fix a place and time for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.</p> <p>The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices. Such votes shall be counted by the poll administrator, and verified by the scrutineers, as may be appointed by the Chairman of the meeting for the purpose of determining the outcome of the resolution(s) to be decided by poll. The appointed scrutineer must not be an officer of the Company or its related corporation, and must be independent of the person undertaking the polling process.</p>	<p>(3) If:</p> <p>(a) any objection shall be raised as to the qualification of any voter; or</p> <p>(b) any votes have been counted which ought not to have been counted or which might have been rejected; or</p> <p>(c) any votes are not counted which ought to have been counted;</p> <p>the objection or error shall not vitiate the decision of the meeting or adjourned meeting on any resolution unless the same is raised or pointed out at the meeting or the adjourned meeting at which the vote objected to is given or tendered or at which the error occurs. Any objection or error shall be referred to the Chairman of the meeting and shall only vitiate the decision of the meeting on any resolution if the Chairman decides that the same is of sufficient magnitude to vitiate the resolution or may otherwise have affected the decision of the meeting. The decision of the Chairman of the meeting on such matters shall be final and conclusive.</p> <p>(4) A poll shall be taken in such manner as the Chairman of the meeting may direct and at least one (1) scrutineer must be appointed to validate the votes cast at the general meeting. The appointed scrutineer must not be an officer of the Company or its related corporation, and must be independent of the person undertaking the polling process. <u><b>If such scrutineer is interested in a resolution to be passed at the general meeting, the scrutineer must refrain from acting as the scrutineer for that resolution.</b></u> The Chairman of the meeting may fix a place and time for declaring the results of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.</p> <p>The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices <u><b>or if the meeting to be held virtual, the poll may be conducted virtually using any electronic means via any online platform, website or mobile application by any features available of that online platform, website or mobile application.</b></u> Such votes shall be counted by the poll administrator, and verified by the scrutineers, as may be appointed by the Chairman of the meeting for the purpose of determining the outcome of the resolution(s) to be decided by poll. <del>The appointed scrutineer must not be an officer of the</del></p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
78 (Con't)	How a poll is to be taken (Con't)		<del>Company or its related corporation, and must be independent of the person undertaking the polling process.</del>
<b>79A</b>	<b><u>Declaration of result of the poll</u></b>	Nil	<p><b><u>The Chairman may appoint scrutineers for the purposes of a poll, and may either:</u></b></p> <p><b><u>(a) adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll and for this purpose, the Chairman may delegate any other Director or the Company Secretary to be the Chairman of such adjourned meeting at which the result of the poll will be declared; or</u></b></p> <p><b><u>(b) determine that the results of the poll, if certified by any Director or the Company Secretary, shall be published on the Company's website without the requirement for the results being declared at any meeting or adjourned meeting.</u></b></p> <p><b><u>Any such declaration at an adjourned meeting or publication on the Company's website of the results of the relevant poll which shows that a resolution has been carried or lost or has not been carried by any particular majority, and an entry to that effect in the minutes of the proceedings of the Company, shall, in the absence of manifest error, be conclusive evidence of such fact.</u></b></p>
<b>78B</b>	<b><u>No business and question after meeting is over</u></b>	Nil	<b><u>After the Chairman of general meeting shall have declared the meeting to be over and shall have left the chair, no business and question shall under any pretext whatsoever be brought forward or discussed.</u></b>
79	Chairman's casting vote	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 in addition to any other vote he may have.	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 in addition to any other vote he may <del>have</del> <b><u>be entitled as a Member.</u></b>
80	<del>Votes of Members</del> <b><u>Voting rights</u></b>	Subject to any rights or restrictions for the time being attached to any class of shares at meetings of Members or classes of Members and Clause 67, Clause 68 and Clause 69 above, each Member shall be entitled to be present and to vote at any general meeting in respect of any share or shares of which he is the registered holder and upon which all calls due to the Company have been paid, and may vote in person or by proxy	Subject to any rights or restrictions for the time being attached to any class of shares at meetings of Members or classes of Members and Clause 67, Clause 68 and Clause 69 above, each Member shall be entitled to be present and to vote at any general meeting in respect of any share or shares of which he is the registered holder and upon which all calls due to the Company have been paid, and may vote in person or by proxy or by attorney or by duly

Clause No.	Matters	Existing Provisions	Proposed Amendment
80 (Con't)	<del>Votes of Members</del> <b><u>Voting rights</u></b> (Con't)	or by attorney or by duly authorised representative for a corporation, and on a resolution to be decided on a show of hands, each holder of an ordinary share or, each holder of a preference share who is personally present and entitled to vote, shall be entitled to one (1) vote and on a poll, every such Member present in person or by proxy or attorney or representative for a corporation shall have one (1) vote for each share he holds. A proxy shall be entitled to vote on a show of hands or on a poll, on any question, at any general meeting. In a voting by poll, each proxy shall be entitled to such number of votes equal to the proportion of the Member's shareholdings represented by such proxy. A proxy may only vote as directed in the proxy form. However, if the appointer or representative attend and vote on a resolution, the proxy or attorney must not vote.	authorised representative for a corporation, and on a resolution to be decided on a show of hands, each holder of an ordinary share or, each holder of a preference share who is personally present and entitled to vote, shall be entitled to one (1) vote and on a poll, every such Member present in person or by proxy or attorney or representative for a corporation shall have one (1) vote for each share he holds. A proxy shall be entitled to vote on a show of hands or on a poll, on any question, at any general meeting. In a voting by poll, each proxy shall be entitled to such number of votes equal to the proportion of the Member's shareholdings represented by such proxy. A proxy may only vote as directed in the proxy form. However, <del>if the appointer or representative attend and vote on a resolution, the proxy or attorney must not vote.</del> <b><u>a member is not precluded from attending the meeting in person after lodging the instrument of proxy. Such attendance shall automatically revoke the authority granted to the proxy.</u></b>
82	<del>Members of unsound mind vote by his committee</del> <b><u>Vote of Member of unsound mind</u></b>	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 has the management of his estate, and any such committee or other person may vote by proxy or attorney. Any person entitled under Clause 39 to transfer any shares, may vote at any general meeting in the same manner as if he was the registered holder of such shares provided that 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, at least forty-eight (48) hours prior to the time of the meeting or adjourned meeting, at which he proposes to vote.	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 <b><u>who</u></b> <del>as</del> properly has the management of his estate, and any such committee or other person may vote by proxy or attorney. Any person entitled under Clause 39 to transfer any shares, may vote at any general meeting in the same manner as if he was the registered holder of such shares provided that 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, at least forty-eight (48) hours prior to the time of the meeting or adjourned meeting, at which he proposes to vote.
<b><u>83A</u></b>	<b><u>Vote in absentia</u></b>	Nil	<b><u>Subject to the provisions of the Act and the Listing Requirements, the Directors may, at their sole discretion, approve and implement, subject to such security measures as may be deemed necessary or expedient, such voting methods to allow members who are unable to vote in person at any general meeting the option to vote in absentia, including but not limited to voting by mail, electronic mail, facsimile.</u></b>

Clause No.	Matters	Existing Provisions	Proposed Amendment
85	Appointment of proxy <u>ies</u>	<p>(1) A Member of the Company entitled to attend 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 not more than two (2) proxies to attend and vote in his stead at the meeting, and that a proxy may but need not be a Member. There shall be no restriction as to the qualification of the proxy. Where a Member appoints more than one (1) proxy, he shall specify the proportion of his holdings to be represented by each proxy, failing which the appointment shall be invalid. A proxy appointed to attend and vote at a meeting of the Company shall have the same rights as the Member to speak at the meeting.</p> <p>(2) Where a Member 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.</p>	<p>(1) A Member of the Company <u>including Authorised Nominee</u> entitled to attend 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 not more than two (2) proxies to attend and vote in his stead at the meeting, and that a proxy may but need not be a Member. There shall be no restriction as to the qualification of the proxy. Where a Member appoints more than one (1) proxy, he shall specify the proportion of his holdings to be represented by each proxy, failing which the appointment shall be invalid. A proxy appointed to attend and vote at a meeting of the Company shall have the same rights as the Member to speak at the meeting.</p> <p>(2) Where a Member is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple <u>B</u>eneficial <u>O</u>wners in one <u>S</u>ecurities <u>A</u>ccount ("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.</p>
86	Instrument appointing proxy <del>to be in writing</del>	The instrument appointing a proxy shall be in writing under the hand of the appointor or of 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 authorised. 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.	The instrument appointing a proxy shall be in writing under the hand of the appointor or of 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 authorised <u>and shall be in any form (including electronic) that the Directors prescribe or accept</u> . 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.

Clause No.	Matters	Existing Provisions	Proposed Amendment																								
87	Form of proxy	<p>Where it is desired to afford Members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or in such other form as the Directors may approve or in any particular case, may accept:</p> <p><b>RHONE MA HOLDINGS BERHAD</b></p> <p>*I/We,.....NRIC No./ Company No. ..... of.....and telephone no/ email address ..... being a *Member/Members of <b>RHONE MA HOLDINGS BERHAD</b> ("the Company"), hereby appoint.....NRIC No..... of.....or failing him/her,.....NRIC No.... of ..... or failing him/her, <del>the Chairman of the meeting as</del> *my/our proxy to vote for *me/us on *my/our behalf at the [annual or extraordinary, as the case may be] general meeting of the Company to be held at.....on at.....and at any adjournment thereof. *I/We indicate with an "x" in the spaces below how *I/we wish *my/our vote to be cast.</p> <table><tr><td>Agenda</td><td>For</td><td>Against</td></tr><tr><td></td><td></td><td></td></tr></table> <p>Subject to the abovestated voting instructions, my/our proxy may vote or abstain from voting on any resolutions as *he/*she/*they may think fit.</p> <p>The proportion of my/our shareholdings to be represented by my/our proxies are as follows:-</p> <table><tr><td>First Proxy</td><td>%</td></tr><tr><td>Second Proxy</td><td>%</td></tr><tr><td></td><td><u>100%</u></td></tr></table>	Agenda	For	Against				First Proxy	%	Second Proxy	%		<u>100%</u>	<p><del>Where it is desired to afford Members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or in such other form as the Directors may approve or in any particular case, may accept:</del></p> <p><del><b>RHONE MA HOLDINGS BERHAD</b></del></p> <p><del>*I/We,.....NRIC No./ Company No. ..... of.....and telephone no/ email address ..... being a *Member/Members of <b>RHONE MA HOLDINGS BERHAD</b> ("the Company"), hereby appoint.....NRIC No..... of.....or failing him/her,.....NRIC No.... of ..... or failing him/her, <del>the Chairman of the meeting as</del> *my/our proxy to vote for *me/us on *my/our behalf at the [annual or extraordinary, as the case may be] general meeting of the Company to be held at.....on at.....and at any adjournment thereof. *I/We indicate with an "x" in the spaces below how *I/we wish *my/our vote to be cast.</del></p> <table><tr><td>Agenda</td><td>For</td><td>Against</td></tr><tr><td></td><td></td><td></td></tr></table> <p><del>Subject to the abovestated voting instructions, my/our proxy may vote or abstain from voting on any resolutions as *he/*she/*they may think fit.</del></p> <p><del>The proportion of my/our shareholdings to be represented by my/our proxies are as follows:-</del></p> <table><tr><td>First Proxy</td><td>%</td></tr><tr><td>Second Proxy</td><td>%</td></tr><tr><td></td><td><u>100%</u></td></tr></table>	Agenda	For	Against				First Proxy	%	Second Proxy	%		<u>100%</u>
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Clause No.	Matters	Existing Provisions	Proposed Amendment
87 (Con't)	Form of proxy (Con't)	<p>To be valid, this form, duly completed must be deposited at the Office of the Company not less than forty eight (48) hours before the time for holding the meeting Provided That in the event the Member(s) duly executes the form of proxy but does not name any proxy, such Member(s) shall be deemed to have appointed the Chairman of the meeting as his/their proxy, Provided Always that the rest of the proxy form, other than the particulars of the proxy have been duly completed by the Member(s).</p> <p>A Member shall be entitled to appoint not more than two (2) proxies to attend and vote at the same meeting and the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.</p> <p>Where a Member 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.</p> <p>If the appointor is a corporation this form must be executed under the corporation's common seal or under the hand of an officer or attorney duly authorised.</p>	<p><del>To be valid, this form, duly completed must be deposited at the Office of the Company not less than forty eight (48) hours before the time for holding the meeting Provided That in the event the Member(s) duly executes the form of proxy but does not name any proxy, such Member(s) shall be deemed to have appointed the Chairman of the meeting as his/their proxy, Provided Always that the rest of the proxy form, other than the particulars of the proxy have been duly completed by the Member(s).</del></p> <p><del>A Member shall be entitled to appoint not more than two (2) proxies to attend and vote at the same meeting and the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.</del></p> <p><del>Where a Member 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.</del></p> <p><del>If the appointor is a corporation this form must be executed under the corporation's common seal or under the hand of an officer or attorney duly authorised.</del></p> <p><b><u>The instrument appointing a proxy shall be in such form as the Directors may from time to time prescribe or approve subject to such variations or circumstances as the Act or Listing Requirements may require.</u></b></p>
88	<del>Deposit of proxy form.</del> <b><u>Delivery of instrument appointing proxies</u></b>	<p>The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a duly notarised 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 the time appointed for holding the meeting or adjourned meeting as the case may be, at which the person named in the instrument proposes to vote, and in the case of a poll, not less than forty-eight (48) hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid. The Company may specify a fax number and may specify an electronic address in the notice of meeting, for the purpose of receipt of proxy appointments subject to the Rules, regulations and laws at that time specified therein.</p>	<p>The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a duly notarised certified copy of that power <b><u>or attorney</u></b> or authority, shall be deposited at the Office or at such other place within Malaysia <b><u>or in such other manner</u></b> as is specified for that purpose in the notice convening the meeting, not less than forty eight (48) hours before the time appointed for holding the meeting or adjourned meeting as the case may be, at which the person named in the instrument proposes to vote, and in the case of a poll, not less than <b><u>twenty four (24)</u></b> <del>forty-eight (48)</del> hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid. The Company may specify a fax number and may specify an <b><u>E</u></b>lectronic <b><u>A</u></b>ddress in the notice of meeting, for the purpose of receipt of proxy appointments subject to the Rules, regulations and laws at that time specified therein.</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
89	Appointment of proxy by <del>E</del> lectronic <del>C</del> ommunication	<p>(1) Subject to the Act and the Listing Requirements, the Directors or any agent of the Company so authorised by the Directors, may accept the appointment of proxy received by Electronic Communication on such terms and subject to such conditions as they consider fit. The appointment of proxy by Electronic Communication shall be in accordance with this Constitution.</p> <p>(2) For the purpose of Clause 89, the Directors may require such reasonable evidence they consider necessary to determine:-</p> <p>(a) the identity of the Member and the proxy; and</p> <p>(b) where the proxy is appointed by a person acting on behalf of the Member, the authority of that person to make the appointment.</p> <p>(3) Without prejudice to Clause 89, the appointment of proxy by Electronic Communication must be received at the Electronic Address specified by the Company in any of the following sources and shall be subject to any terms, conditions or limitations specified therein:-</p> <p>(a) Notice calling the meeting;</p> <p>(b) Instrument of proxy sent out by the Company in relation to the meeting; or</p> <p>(c) Website maintained by or on behalf of the Company.</p> <p>(4) An appointment of proxy by Electronic Communication must be received at the Electronic Address specified by the Company pursuant to Clause 89(3) not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote, or, in the case of a poll, not less than forty-eight (48) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.</p> <p>(5) An appointment of proxy by Electronic Communication which is not made in accordance with this Clause shall be invalid.</p>	<p>(1) Subject to the Act and the Listing Requirements, the Directors or any agent of the Company so authorised by the Directors <del>Board</del>, may accept the appointment of proxy received by Electronic Communication <u>or electronic means using any technology or method that enables the appointment of proxy</u> on such terms and subject to such conditions as they consider fit. The appointment of proxy by Electronic Communication <u>or electronic means</u> shall be in accordance with this Constitution.</p> <p>(2) For the purpose of <u>this</u> Clause 89, the Directors may require such reasonable evidence they consider necessary to determine:-</p> <p>(a) the identity of the Member and the proxy; and</p> <p>(b) where the proxy is appointed by a person acting on behalf of the Member, the authority of that person to make the appointment.</p> <p>(3) Without prejudice to <u>this</u> Clause 89, the appointment of proxy by Electronic Communication <u>or by any electronic means</u> must be received at the Electronic Address <u>or any online portal, website, mobile application, or any other platform</u> specified by the Company in any of the following sources and shall be subject to any terms, conditions or limitations specified therein:-</p> <p>(a) Notice calling the meeting;</p> <p>(b) Instrument of proxy sent out by the Company in relation to the meeting; or</p> <p>(c) Website maintained by or on behalf of the Company.</p> <p>(4) An appointment of proxy by Electronic Communication <u>or electronic means</u> must be received at the Electronic Address <u>or any online portal, website, mobile application, or any other platform</u> specified by the Company pursuant to <u>this</u> Clause 89(3) not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the form of appointment of proxy proposes to vote, or, in the case of a poll, not less than <del>forty-eight (48)</del> <u>twenty four (24)</u> hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.</p>

Clause No.	Matters	Existing Provisions	Proposed Amendment
89 (Con't)	Appointment of proxy by <del>E</del> electronic <del>C</del> ommunication (Con't)		<p><b><u>(5) If the instrument or form is otherwise unclear or incomplete, the Company may:</u></b></p> <p>(i) <b><u>by oral or written communication, clarify with the Member any instruction on the appointment; and</u></b></p> <p>(ii) <b><u>complete or amend the contents of any instrument or form to reflect the clarification in the instructions received from the Member (which may occur later than the time specified in the notice of meeting for the receipt of direct votes or proxy appointments) and the Member appoints the Company as its attorney for this purpose.</u></b></p> <p><del>(56)</del> An appointment of proxy by Electronic Communication <b><u>or electronic means</u></b> which is not made in accordance with this Clause shall be invalid.</p>
<b><u>89A</u></b>	<b><u>Notice of revocation</u></b>	Nil	<p><b><u>A Member is permitted to give the Company notice of revocation of a person's authority to act as proxy not less than forty-eight (48) hours before the time appointed for holding the meeting. The notice of revocation must be in writing and be deposited at the Office or any other designated office or by Electronic Communication, be send to the Electronic Address which specified by the Company as indicated in the form of proxy.</u></b></p>
90	Power of attorney	Every power, right or privilege of 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) Market Days before the same is acted on. Any vote given or things done by such attorney shall be valid notwithstanding the previous death or unsoundness of mind 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 unsoundness mind or revocation shall have been received at the Office before such vote is given or thing done.	Every power, right or privilege of 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 <b><u>forty-eight (48) hours before the same is acted on or, in the case of the votes being taken by poll, not less than twenty-four (24) hours before the same is acted on</u></b> <del>two (2) Market Days before the same is acted on</del> . Any vote given or things done by such attorney shall be valid notwithstanding the previous death or unsoundness of mind 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 unsoundness mind or revocation shall have been received at the Office before such vote is given or thing done.
Clause	Matters	Existing Provisions	Proposed Amendment

No.			
91	Validity of vote given under proxy	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 authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument of proxy 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 or at such other place within Malaysia 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 is used.	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 authority under which the instrument of proxy was executed, or the transfer of the share in respect of which the instrument of proxy 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 or at such other place within Malaysia <b><u>as may be specified in the notice convening the meeting</u></b> 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 is used.
92	Corporate representative	<p>A corporation may by resolution of its directors or other governing body, if it is a Member, authorise such 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 and a person so authorised shall act 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 was an individual Member.</p> <p>If the corporation authorises more than one person as its representative, every one of the representative is entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if every one of the representative was an individual Member of the Company.</p> <p>If the corporation authorises more than one person and more than one of the representatives purport to exercise the power on the above:</p> <p>(a) where the representatives purport to exercise the power in the same way, the power is treated as exercised in that way; or</p> <p>(b) where the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.</p>	<p>A corporation, <b><u>which is a Member</u></b> may by resolution of its directors or other governing body, <del>if it is a Member</del>, authorise such 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 and a person so authorised shall act 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 was an individual Member.</p> <p>If the corporation authorises more than one person as its representative, every one of the representative is entitled to exercise the same powers on behalf of the corporation as the corporation could exercise if every one of the representative was an individual Member of the Company.</p> <p>If the corporation authorises more than one person and more than one of the representatives purport to exercise the power on the above:</p> <p>(a) where the representatives purport to exercise the power in the same way, the power is treated as exercised in that way; or</p> <p>(b) where the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.</p>
Clause	Matters	Existing Provisions	Proposed Amendment

No.			
97	Notice of intention to appoint Directors	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 shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place.	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) <del>Clear</del> <b>Days</b> before the meeting, left at the Office <del>of the Company</del> , 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) <del>Clear</del> <b>Days</b> ' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the registered <b>Members</b> <del>holders of shares</del> at least seven (7) days prior to the meeting at which the election is to take place. <b><u>The cost of serving the notice to propose the election of a Director where the nomination is made by a Member or Members shall be borne by the Member or Members making the nomination.</u></b>
100	Increase or <del>reduction</del> of number of Directors	The Company may from time to time by ordinary resolution passed at a general meeting, increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.	The Company may from time to time by ordinary resolution passed at a general meeting, increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to <b><u>retire from</u></b> <del>go out of</del> office.
101	Removal of Directors	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.	<b><u>Subject to the provisions of Sections 206 and 322 of the Act,</u></b> <del>The</del> Company may by ordinary resolution of which special notice is given, remove any Director before the expiration of his period of office <b><u>notwithstanding any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company. The Company</u></b> <del>and</del> 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.
104	Directors' remuneration	The fees and benefits payable to the Directors of the Company and its subsidiaries including any compensation for loss of employment of Director or former Director shall from time to time be determined by the Company in general meeting and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine PROVIDED ALWAYS that:-	The fees and benefits payable to the Directors of the Company and its subsidiaries including any compensation for loss of employment of Director or former Director shall from time to time be determined by the <del>Company</del> <b><u>ordinary resolution</u></b> <del>Company</del> in general meeting and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine PROVIDED ALWAYS that:-
Clause	Matters	Existing Provisions	Proposed Amendment

No.			
104 (Con't)	Directors' Remuneration (Con't)	<p>(a) fee payable to non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;</p> <p>(b) remuneration and other emoluments (including bonus, benefits, or any other elements) payable to Executive 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. Nothing herein shall prejudice the powers of the Directors to appoint any of their members to be the employee or agent of the Company at such remuneration and upon such terms as they think fit provided that such remuneration shall not include commission on or percentage of turnover;</p> <p>(c) fees payable to Directors and any benefits payable to Directors shall be subject to annual shareholder approval at a general meeting,</p> <p>(d) any fee paid to an alternate Director shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter; and</p> <p>(e) the fees and / or benefits payable to non-executive Directors who is also Director of the subsidiaries includes fees, meeting allowances, travelling allowances, benefits, gratuity and compensation for loss of employment of Director or former Director of the Company provided by the Company and subsidiaries, but does not include insurance premium or any issue of securities.</p>	<p>(a) fee payable to non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;</p> <p>(b) remuneration and other emoluments (including bonus, benefits, or any other elements) payable to Executive 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 <u>remuneration</u> <del>salaries</del> and emoluments may not include a commission on or percentage of turnover. Nothing herein shall prejudice the powers of the Directors to appoint any of their <del>M</del>members to be the employee or agent of the Company at such remuneration and upon such terms as they think fit provided that such remuneration shall not include commission on or percentage of turnover;</p> <p>(c) fees payable to Directors and any benefits payable to Directors shall be subject to annual shareholder approval at a general meeting,</p> <p>(d) any fee paid to an alternate Director shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter; and</p> <p>(e) the fees and / or benefits payable to non-executive Directors who is also Director of the subsidiaries includes fees, meeting allowances, travelling allowances, benefits, gratuity and compensation for loss of employment of Director or former Director of the Company provided by the Company and subsidiaries, but does not include insurance premium or any issue of <u>S</u>securities.</p>
105	Reimbursement of expenses	<p>(1) The Directors shall be paid for all their travelling, hotel 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 or general meetings or otherwise.</p> <p>(2) If any Director being willing shall be called upon to perform extra services or to make any special exertions 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 provided</p>	<p>(1) The Directors shall be paid for all their travelling, hotel 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 or general meetings or otherwise.</p> <p>(2) If any Director being willing shall be called upon to perform extra services or to make any special exertions 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 <del>M</del>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 provided that in the case of non-executive Directors, the said remuneration</p>
Clause	Matters	Existing Provisions	Proposed Amendment

No.			
105 (Con't)	Reimbursement of expenses (Con't)	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 fee may be either in addition to or in substitution for his share in the fee from time to time provided for the Directors.	shall not include a commission on or percentage of profits or turnover. In the case of an executive Director, such fee may be either in addition to or in substitution for his share in the fee from time to time provided for the Directors.
108	Limitation on Directors' powers	<p>The Directors shall not without the prior approval of the Company in general meeting:-</p> <p>(a) exercise any power of the Company to issue shares unless otherwise permitted under the Act;</p> <p>(b) arrange or enter or carry into effect any proposal or execute any transaction for the acquisition of an undertaking or property of a substantial value, or the disposal of a substantial portion of or controlling interest in the Company's undertaking or property (include the whole or substantially the whole of the rights, including developmental rights and benefits);</p> <p>(c) subject to Sections 228(2) and 229 of the Act, enter or carry into effect any arrangement or transaction with a Director or a 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 Director or substantial shareholder or person connected with such a Director any shares or non-cash assets of the requisite value as stated in the Act; or</p> <p>(d) issue any securities on such terms and subject to such conditions which confer a right to subscribe for new shares of the Company.</p>	<p>The Directors shall not without the prior approval of the Company in general meeting:-</p> <p>(a) exercise any power of the Company to issue shares unless otherwise permitted under the Act;</p> <p>(b) arrange or enter or carry into effect any proposal or execute any transaction for the acquisition of an undertaking or property of a substantial value, or the disposal of a substantial portion of or controlling interest in the Company's undertaking or property (include the whole or substantially the whole of the rights, including developmental rights and benefits);</p> <p>(c) subject to Sections 228(2) and 229 of the Act, enter or carry into effect any arrangement or transaction with a Director or a 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 Director or substantial shareholder or person connected with such a Director any shares or non-cash assets of the requisite value as stated in the Act; or</p> <p>(d) issue any <u>S</u>ecurities on such terms and subject to such conditions which confer a right to subscribe for new shares of the Company.</p>
109	Directors' borrowing power	The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and 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 subsidiary company or associate company or any related third party subject to the law including but not limited to the provisions of the Act and the Listing Requirements, as they may think fit.	The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other <u>S</u> ecurities whether outright or as security for any debt, liability or obligation of the Company or subsidiary company or associate company or any related third party subject to the law including but not limited to the provisions of the Act and the Listing Requirements, as they may think fit.
110	Restriction on borrowing powers	The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertaking, property or uncalled capital, or issue debentures or other securities, whether outright or as security, for any debt, liability or obligation of an unrelated third party.	The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertaking, property or uncalled capital, or issue debentures or other <u>S</u> ecurities, whether outright or as security, for any debt, liability or obligation of an unrelated third party.
<b>Clause</b>	<b>Matters</b>	<b>Existing Provisions</b>	<b>Proposed Amendment</b>



No.			
112	Power to use <del>Official Seal</del> <b><u>for use abroad or share certificates etc</u></b>	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. The Company may have a duplicate Common Seal as referred in Section 62 of the Act which shall be an exact copy of the Common Seal with the addition on its face of the word "Share Seal". The official seal when duly affixed to a document has the same effect as the Company's common seal. The person affixing the official seal shall certify in writing on the deed or other document to which the seal is affixed the date and place it is affixed.	The <del>Company</del> 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. The Company may have a duplicate Common Seal as referred in Section 62 of the Act <b><u>with regards to having an Official Seal for use abroad and such power shall be vested in the Board</u></b> , which shall be an exact copy of the Common Seal with the addition on its face of the word "Share Seal". The official seal when duly affixed to a document has the same effect as the Company's common seal. The person affixing the official seal shall certify in writing on the deed or other document to which the seal is affixed the date and place it is affixed.
118	Director may hold other office <b><u>and declaration of interest</u></b>	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 contracts, 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 but the nature and extent of interest must be declared by him at the meeting of the Directors at which the contract or arrangement is determined, if the interest then exists or in any other case, at the first meeting of the Directors after the acquisition of the interest.	Subject always to the Act and <b><u>Listing R</u></b> 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 contracts, 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 but the nature and extent of interest must be declared by him at the meeting of the Directors at which the contract or arrangement is determined, if the interest then exists or in any other case, at the first meeting of the Directors after the acquisition of the interest.
119	Director may act in his professional capacity	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 or 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.	Unless prohibited by the rules and / or <b><u>Listing R</u></b> requirements of the Exchange, any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for 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.
Clause	Matters	Existing Provisions	Proposed Amendment

No.			
142	<b><u>Determination of votes of Meeting of Committees</u></b>	Subject to any rules and regulations made pursuant to Clause 141, 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 of such committee present and in the case of any equality of votes, the Chairman shall have a second or casting vote.	Subject to any rules and regulations made pursuant to Clause 141, 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 of <del>such committee</del> present and in the case of any equality of votes, the Chairman shall have a second or casting vote.
145	<del>Directors' acts to be valid</del> <b><u>Validity of acts of Directors</u></b>	All acts done by any meeting of the Directors or a committee of Directors or by any person acting as a Director 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 as aforesaid.	All acts <b><u>bona fide</u></b> done by any meeting of the Directors or a committee of <del>Directors</del> <b><u>the Board</u></b> or by any person acting as a Director 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 as aforesaid.
148	Authentication of <b><u>D</u></b> documents	Any Director or the Secretary shall have power to authenticate any documents affecting this 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.  Where any books, records, documents or accounts are kept elsewhere than in the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.	Any Director or the Secretary <b><u>or any person appointed by the Directors</u></b> shall have power to authenticate any documents affecting this 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.  Where any books, records, documents or accounts are kept elsewhere than in the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.
<b><u>149A</u></b>	<b><u>Validity of Electronic/ Digital Signature</u></b>	Nil	<b><u>For the avoidance of doubt, any document or instrument transmitted by any technology purporting to include a signature and / or electronic or digital signature, including but not limited to signing with a platform such as DocuSign, of any of the following persons:</u></b>  <b><u>(a) a holder of shares;</u></b>  <b><u>(b) a Director;</u></b>  <b><u>(c) an alternate Director;</u></b>  <b><u>(d) in the case of a corporation, which is a holder of shares, its Director or Secretary or a duly appointed attorney or duly authorised representative;</u></b>
<b>Clause</b>	<b>Matters</b>	<b>Existing Provisions</b>	<b>Proposed Amendment</b>

<b>No.</b>			
<b>149A</b> (Con't)	<b>Validity of Electronic/Digital Signature</b> (Con't)		<b><u>shall in the absence of express evidence to the contrary available to the person relying on such document or instrument at the relevant time, be deemed to be a document or instrument signed by such person in the terms in which it is received.</u></b>
150	Minutes <del>of meetings and resolutions to be entered</del>	<p>The Directors shall cause minutes to be duly entered in books provided for the purpose:-</p> <p>(a) of all appointments of officers;</p> <p>(b) of the names of all the Directors present at each meeting of the Directors and of any committee of Directors and of the Company in general meeting;</p> <p>(c) of all resolutions and proceedings of general meetings and of all meetings of the Company, class of Members, Directors and committee of Directors; and</p> <p>(d) of all orders made by the Directors and any committee of Directors.</p> <p>Such minutes 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.</p>	<p>The Directors shall cause minutes to be duly entered in books provided for the purpose <u>of</u>:-</p> <p>(a) of all appointments of officers;</p> <p>(b) of the names of all the Directors present at each meeting of the Directors and of any committee of <b><u>the Board</u></b> Directors and of the Company in general meeting;</p> <p>(c) of all resolutions and proceedings of general meetings and of all meetings of the Company, class of Members, Directors and committee of <b><u>the Board</u></b> Directors; and</p> <p>(d) of all orders made by the Directors and any committee of <b><u>the Board</u></b> Directors.</p> <p>Such minutes 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.</p>
152	Minutes kept at Office	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.	The books containing the minutes of proceedings of any general meeting shall be kept by the Company at the Office <del>or the principal place of business in Malaysia</del> of the Company and shall be open to the inspection of any Member without charge.
<b>153A</b>	<b><u>Electronic registers</u></b>	Nil	<b><u>Any register, index, minute book, accounting record or other book pursuant to the Act or the provisions of this Constitution to be kept by or on behalf of the Company may, subject to and in accordance with the Act, be kept either in hard copy form or in electronic form, and arranged in the manner that the Directors think fit. If such records are kept in electronic form, the Directors shall ensure that they are capable of being reproduced in hard copy form, and shall provide for the manner in which the records are to be authenticated and verified. In any case where such records are kept otherwise than in hard copy form, the Directors shall take reasonable precautions for ensuring the proper maintenance and authenticity of such records, guarding against falsification and for facilitating discovery.</u></b>
<b>Clause</b>	<b>Matters</b>	<b>Existing Provisions</b>	<b>Proposed Amendment</b>

No.			
155(1)	Authority for use of Seal	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 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 at least one (1) Director and counter-signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose who shall sign every instrument to which the Seal is affixed. The Directors may by resolution determine either generally or in any particular case that the signature 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 is restricted to a certificate 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.	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 <del>Board</del> <b>Directors</b> authorising the use of the Seal. The Directors may from time to time 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 at least one (1) Director and counter-signed by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose who shall sign every instrument to which the Seal is affixed. The Directors may by resolution determine either generally or in any particular case that the signature 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 is restricted to a certificate 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.
157	To whom copies of profit and loss account etc, may be sent	A copy of the reports by the Directors and auditors of the Company, the profit and loss accounts, balance sheets and group accounts (if any) (including all documents required by law to be annexed or attached to all or any of them) shall be sent (not later than the time prescribed by the Listing Requirements and/or the Act) to all Members, holders of debentures and all other persons entitled to receive notices of general meetings under the Act or this Constitution in electronic form, which shall be transmitted to the electronic address provided by the securities holders to the Company for such purpose by publishing on a website.	A copy of the reports by the Directors and auditors of the Company, the profit and loss accounts, balance sheets and group accounts (if any) (including all documents required by law to be annexed or attached to all or any of them) shall be sent (not later than the time prescribed by the Listing Requirements and/or the Act) to all Members, holders of debentures and all other persons entitled to receive notices of general meetings under the Act or this Constitution in <del>E</del> electronic <del>F</del> form, which shall be transmitted to the <del>E</del> electronic <del>A</del> address provided by the securities holders to the Company for such purpose by publishing on a website.
165	Unclaimed dividends may be invested	All dividends unclaimed for one (1) year, subject to the Unclaimed Monies Act, 1965 after having been declared may be invested or otherwise used by the Directors for the benefit of the Company until claimed or paid pursuant to the Unclaimed Monies Act, 1965. No unpaid dividend, bonus, or interest shall bear interest as against the Company.	All dividends unclaimed for one (1) year, subject to the Unclaimed Monies Act, 1965 after having been declared may be <b><u>dealt with in accordance with the provisions of the Unclaimed Money Act 1965</u></b> <del>invested or otherwise used by the Directors for the benefit of the Company until claimed or paid pursuant to the Unclaimed Monies Act, 1965. No unpaid dividend, bonus, or interest shall bear interest as against the Company.</del>
Clause	Matters	Existing Provisions	Proposed Amendment

<p><b>No.</b> 168</p>	<p>Capitalisation <u>of reserved undistributable profit</u> of profits by bonus issue etc</p>	<p>The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that the sum be set free for distribution amongst the 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 those 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 the 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. Subject to the Act, amount standing to the credit of the capital redemption reserve may, for the purposes of this Clause, be applied in paying up unissued shares to be issued to Members as fully paid bonus shares or any other Members as set out in the Act.</p>	<p><u><b>The Director may, with the sanction of an ordinary resolution of the Company:-</b></u></p> <p><u><b>(a) issue bonus shares for which no consideration is payable to the Company to the persons registered as holders of shares in the Register of Members or (as the case may be) the Record of Depositors at the close of business on:</b></u></p> <p><u><b>i. the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or</b></u></p> <p><u><b>ii. such other date as may be determined by the Directors,</b></u></p> <p><u><b>in the proportion to their holdings of shares; and/or</b></u></p> <p><u><b>(b) capitalise any sum standing to the credit of any of the Company's reserve accounts or any sum standing to the credit of profit and loss account by appropriating such sum to the persons registered as holders of shares in the Register or (as the case may be) in the Record of deposit Depositors at the close of business on:</b></u></p> <p><u><b>i. the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or</b></u></p> <p><u><b>ii. such other date as may be determined by the Directors,</b></u></p> <p><u><b>in proportion to their then holdings of shares and applying such sum on their behalf in paying up in full unissued shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them as bonus shares in the proportion aforesaid.</b></u></p> <p><u><b>The Directors may do all acts and things considered necessary or expedient to give effect to any such bonus issue or capitalisation under this Clause, with full power to the Directors to make such provisions as they think fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit thereof accrues to the Company rather than to the Members concerned). The</b></u></p>
<p><b>Clause</b></p>	<p><b>Matters</b></p>	<p><b>Existing Provisions</b></p>	<p><b>Proposed Amendment</b></p>

<p><b>No.</b> 168 (Con't)</p>	<p>Capitalisation <u>of reserved undistributable profit</u> of profits by bonus issue etc (Con't)</p>		<p><u>Directors may authorise any person to enter on behalf of all the Members interested into an agreement with the Company providing for any such bonus issue or capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned.</u></p> <p><u>In addition and without prejudice to the power to capitalise profits and other moneys provided for by this Clause, the Directors shall have the power to issue shares for which no consideration is payable and to capitalise any undistributable profits or other monies of the Company not required for the payment or provision of any dividends on any shares entitled to cumulative or non-cumulative preferential dividends (including profits or other monies carried and standing to any reserve or reserves) and to apply such profits or other monies in paying up in full, in each case on terms that such shares shall, upon issue, be held by or for the benefit of participants of any share option scheme or plan implemented by the Company and approved by Members in general meeting and on such terms as the Directors shall think fit.</u></p> <p><del>The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that the sum be set free for distribution amongst the 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 those 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 the 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. Subject to the Act, amount standing to the credit of the capital redemption reserve may, for the purposes of this Clause, be applied in paying up unissued shares to be issued to Members as fully paid bonus shares or any other Members as set out in the Act.</del></p>
<b>Clause</b>	<b>Matters</b>	<b>Existing Provisions</b>	<b>Proposed Amendment</b>

No.			
172	Service of notices <u>and/or Documents</u>	<p>(1) Any notice or other document if served personally or sent by post, shall be deemed to be served or delivered at the time personally or when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a pre-paid letter. Any notice or other document given in electronic form shall be transmitted to the Electronic Address provided by the Member for such purpose or by publishing on the website. Every person who, by operation of law, transfer, transmission or other means whatsoever, becomes entitled to any share, shall be bound by every notice which have been duly served to the person from whom he derives the title of such shares, prior to his name and address being entered in the Register or Record of Depositors as the registered holder of such shares. The contact details (including electronic address) of the Member are as set out in the Record of Depositors shall be deemed the last known address provided by the Member to the Company for purposes of communication with the Member/ securities holder.</p> <p>(2) Where a notice, or any other document or information is served, sent or supplied by Electronic Communication:-</p> <p>(a) to the current address of Member/ securities holder, shall be deemed to have been duly given, sent, or served at the time of transmission of the electronic communication by the email server or facility operated by the Company or its service provider to the current address of Members (notwithstanding any delayed receipt, non-delivery or "returned mail" reply message or any other error message indicating that the Electronic Communication was delayed or not successfully sent) unless otherwise provided under the Act and/ or any other applicable laws.</p> <p>(b) by making it available on a website, it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, or unless otherwise provided under laws.</p>	<p><del>(1) Any notice or other document if served personally or sent by post, shall be deemed to be served or delivered at the time personally or when the letter containing the same is put into the post, and in proving such service or sending it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a pre-paid letter. Any notice or other document given in electronic form shall be transmitted to the Electronic Address provided by the Member for such purpose or by publishing on the website. Every person who, by operation of law, transfer, transmission or other means whatsoever, becomes entitled to any share, shall be bound by every notice which have been duly served to the person from whom he derives the title of such shares, prior to his name and address being entered in the Register or Record of Depositors as the registered holder of such shares. The contact details (including electronic address) of the Member are as set out in the Record of Depositors shall be deemed the last known address provided by the Member to the Company for purposes of communication with the Member/ securities holder.</del></p> <p><del>(2) Where a notice, or any other document or information is served, sent or supplied by Electronic Communication:-</del></p> <p><del>(a) to the current address of Member/ securities holder, shall be deemed to have been duly given, sent, or served at the time of transmission of the electronic communication by the email server or facility operated by the Company or its service provider to the current address of Members (notwithstanding any delayed receipt, non-delivery or "returned mail" reply message or any other error message indicating that the Electronic Communication was delayed or not successfully sent) unless otherwise provided under the Act and/ or any other applicable laws.</del></p> <p><del>(b) by making it available on a website, it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, or unless otherwise provided under laws.</del></p>
Clause	Matters	Existing Provisions	Proposed Amendment

<p><b>No.</b></p> <p>172 (Con't)</p>	<p>Service of notices <u>and/or Documents</u> (Con't)</p>	<p>(3) A notice, document or information served, sent or supplied by means of a website is deemed to have been given to or received by the intended recipient when the material was first made available on the website and the Company notifying the Member/securities holder in the following manner in writing:-</p> <p>(a) The publication of the notice, document or information on the website; and</p> <p>(b) The designated website link or address where a copy of the notice, document or information may be downloaded.</p> <p>(4) A Member/securities holder shall be implied to have agreed to receive such notice or document or information by way of such Electronic Communications. However, Members are given a right to request for a hard copy of such notice, document or information and the Company shall forward a hard copy of such notice or document or information to the Member within the prescribed period specified under the Listing Requirements.</p> <p>(5) The Directors may, at their discretion, at any time give a Member/securities holder an opportunity to elect within a specified period of time whether to receive such notice, document or information by way of Electronic Communications or as a physical copy, and such Member shall be deemed to have consented to receive such notice, document or information by way of Electronic Communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have right to receive a physical copy of such notice, document or information.</p>	<p><del>(3) A notice, document or information served, sent or supplied by means of a website is deemed to have been given to or received by the intended recipient when the material was first made available on the website and the Company notifying the Member/securities holder in the following manner in writing:-</del></p> <p><del>(a) The publication of the notice, document or information on the website; and</del></p> <p><del>(b) The designated website link or address where a copy of the notice, document or information may be downloaded.</del></p> <p><del>(4) A Member/securities holder shall be implied to have agreed to receive such notice or document or information by way of such Electronic Communications. However, Members are given a right to request for a hard copy of such notice, document or information and the Company shall forward a hard copy of such notice or document or information to the Member within the prescribed period specified under the Listing Requirements.</del></p> <p><del>(5) The Directors may, at their discretion, at any time give a Member/securities holder an opportunity to elect within a specified period of time whether to receive such notice, document or information by way of Electronic Communications or as a physical copy, and such Member shall be deemed to have consented to receive such notice, document or information by way of Electronic Communications if he was given such an opportunity and he failed to make an election within the specified time, and he shall not in such an event have right to receive a physical copy of such notice, document or information.</del></p> <p><b><u>Unless expressly provided otherwise in this Constitution, any notice to be given to or by any person pursuant to this Constitution, the Act and/or the Listing Requirements, statements, reports or documents (including proxy forms) required to be sent to or completed by Members, shall be in writing either in hardcopy, in Electronic Form or partly in hardcopy and partly in Electronic Form.</u></b></p>
<p><b>Clause</b></p>	<p><b>Matters</b></p>	<p><b>Existing Provisions</b></p>	<p><b>Proposed Amendment</b></p>



No.			
<u>172A</u>	<u>Method of giving notice, etc</u>	Nil	<p><u>Any notice or Document required to be sent to Members shall state the place, date and time of the general meeting, may be given and by the Company or the Secretary to any Member:-</u></p> <p><u>(i) in hard copy or in Electronic Form, as recorded or stored in a physical mode of storage, either sent personally or by post to him in a prepaid letter addressed to him at his last known address supplied by the Member to the Company.</u></p> <p><u>(ii) in Electronic Form and sent by the following Electronic Communication(s):-</u></p> <p><u>(a) transmitting to his last known electronic mail address; or</u></p> <p><u>(b) publishing the notice of general meeting, annual report or document on the Company's website for download provided that a notification of the said publication on the website via hard copy or Electronic Communication(s) or short messaging service has been given to them accordingly; or</u></p> <p><u>(c) 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 Communication(s) or short messaging service has been given to them accordingly; or</u></p> <p><u>(iii) partly in hardcopy and partly in electronic form.</u></p>
<u>172B</u>	<u>When service deemed effected</u>	Nil	<p><u>Any notice or Document shall be deemed to have been served by the Company to a Member:-</u></p> <p><u>(i) where the notice or Document is sent in hard copy, or in Electronic Form as recorded or stored in a physical mode of storage, by post, on the day the prepaid letter, envelope or wrapper containing such notice or document is posted.</u></p>
Clause	Matters	Existing Provisions	Proposed Amendment

<p><b>No.</b> <b>172B</b> (Con't)</p>	<p><b>When service</b> <b>deemed</b> <b>effected</b> (Con't)</p>		<p><u>In proving service by post, it shall be sufficient to prove that the letter, envelope or wrapper was properly addressed and put into a post office letter box or post box or by a letter from the Secretary certifying that the letter, envelope or wrapper was so addressed and posted.</u></p> <p><u>(ii) where the notice or Document is left by the Company at a registered address of a Member, it shall be deemed to have been served on the day it was left there.</u></p> <p><u>(iii) where the notice or Document is in Electronic Form sent by the following Electronic Communication(s):-</u></p> <p><u>(a) via electronic mail, at the time of transmission to a Member's last known electronic mail address pursuant to Clause 172A(ii)(a), provided that the Company has record of the electronic mail being sent and that no written notification of delivery failure is received by the Company;</u></p> <p><u>(b) via publication on the Company's website, on the date the notice or Document is first made available on the Company's website provided that the notification on the said publication of notice or Document on website has been given pursuant to Clause 172A(ii)(b); or</u></p> <p><u>(c) via electronic platform maintained by the Company, on the date the notice or Document is first made available thereon provided that the notification on the publication or availability of the notice or document on the relevant electronic platform has been given pursuant to Clause 172A(ii)(c).</u></p> <p><u>(iv) where the notice or Document is published by way of advertisement, it shall be deemed to have been served or delivered on the day it was published.</u></p> <p><u>In the event that service of a notice or Document pursuant to this Clause is unsuccessful, the Company must, within two (2) Market Days from discovery of delivery failure, make alternative arrangements for the service of notice or document in hard copy in accordance with this Constitution.</u></p>
<p><b>Clause</b></p>	<p><b>Matters</b></p>	<p><b>Existing Provisions</b></p>	<p><b>Proposed Amendment</b></p>

No.			
<b><u>172C</u></b>	<b><u>Last known address for service</u></b>	Nil	<b><u>A Member's address, electronic mail address and any other contact details provided to the Bursa 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 notices and/or Documents to the Member.</u></b>
<b><u>172D</u></b>	<b><u>Special circumstances on service of notices and/or Document</u></b>	Nil	<b><u>Any notice and/or Document required by a court of law or otherwise required or allowed to be given by the Company to the Members or any of them, and not expressly provided for by this Constitution or which cannot for any reason be served in the manner referred to in this Constitution shall be sufficiently given if given by advertisement, and any notice and/or Document required to be or which may be given by advertisement, shall be deemed to be duly advertised once advertised in a widely circulated newspaper in Malaysia in the national language and in a widely circulated newspaper in Malaysia in the English language.</u></b>
<b><u>172E</u></b>	<b><u>Notice deemed received</u></b>	Nil	<p><b><u>If a notice, proxy form, other document or information relating to a meeting or other proceeding is accidentally not sent or is not received, the meeting or other proceeding will not be invalid as a result.</u></b></p> <p><b><u>A Member present, either in person (including by a representative) or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company is treated as having received notice of the meeting and, where requisite, of the purpose of that meeting.</u></b></p>
173	Notice <b><u>and/or Documents</u></b> in case of death or bankruptcy	A notice including notice given in Electronic Form or any other document, 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 shall become entitled to any share by operation of law, transfer, transmission or other means whatsoever, 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 shares, shall have been duly given to the person from whom he derives the title to such share.	A notice <b><u>and/or Document required to be given to Members</u></b> including notice given in Electronic Form or any other document, may be given by the Company to the persons <del>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</del> <b><u>his last known</u></b> address, if any, <del>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</del> <b><u>served</u></b> if the death or bankruptcy had not occurred. Every person who, <del>shall become entitled to any share by operation of law, transfer, transmission or other means whatsoever,</del> <b><u>shall become entitled to any share,</u></b> shall be bound by every notice <b><u>and/or Document</u></b> 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 shares,
<b>Clause</b>	<b>Matters</b>	<b>Existing Provisions</b>	<b>Proposed Amendment</b>

<b>No.</b>			
173 (Con't)	Notice <u>and/or Documents</u> in case of death or bankruptcy (Con't)		shall have been duly given to the person from whom he derives the title to such share.
174	Who may receive notice of general meeting	<p>(1) Notice of every general meeting shall be given in a manner herein before specified to:-</p> <p>(a) every Director with a registered address in Malaysia or an address for service of notices in Malaysia;</p> <p>(b) every Member with a registered address in Malaysia or an address for service of notices in Malaysia;</p> <p>(c) 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;</p> <p>(d) the auditors for the time being of the Company; and</p> <p>(e) every Exchange on which the Company is listed and any other relevant authorities.</p> <p>(2) Except as aforesaid no other person shall be entitled to receive notices of general meetings.</p> <p>(3) Whenever any notice is required to be given under the provisions of the laws of Malaysia or of this Constitution, waiver or the shortening of the period of such notice, may be effectively given by complying with Section 316(4) of the Act.</p>	<p>(1) Notice of every general meeting shall be given in a manner herein before specified to:-</p> <p>(a) <del>Every</del> <u>the Directors of the Company</u> <del>with a registered address in Malaysia or an address for service of notices in Malaysia;</del></p> <p>(b) every Member <u>at his last known address</u> <del>with a registered address in Malaysia or an address for service of notices in Malaysia;</del></p> <p>(c) 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;</p> <p>(d) the auditors <del>for the time being of the Company; and</del></p> <p>(e) <del>every the</del> Exchange <del>on which the Company is listed and any other relevant authorities.</del></p> <p>(2) <u>Save as otherwise provided in this Constitution or in the Act.</u> <del>Except as aforesaid no other person shall be entitled to receive notices of general meetings.</del></p> <p>(3) <u>All notices served for and on behalf of the Company or the Directors shall only be effectual if it bears the name of a Director or the Secretary or a duly authorised Officer of the Company and which are issued by order of the Board pursuant to a resolution duly passed by the Directors.</u></p> <p>(4) Whenever any notice is required to be given under the provisions of the laws of Malaysia or of this Constitution, waiver or the shortening of the period of such notice, may be effectively given by complying with Section 316(4) of the Act.</p>
<u>174A</u>	<u>Notice and/or Documents to Members outside Malaysia</u>	Nil	<u>Subject to the Laws and Listing Requirements, the Company does not have to send notices, Documents or information to a Member whose address on the Register of Member or Record or Register of Depositors is outside Malaysia. This Clause applies to joint shareholders with an address outside Malaysia.</u>
<b>Clause</b>	<b>Matters</b>	<b>Existing Provisions</b>	<b>Proposed Amendment</b>

No.			
<b>174A</b> (Con't)	<b><u>Notice and/or Documents to Members outside Malaysia</u></b> (Con't)		<b><u>For a Member registered on a branch register, notices, Documents or information can be posted or despatched in Malaysia or in the country where the branch register is kept.</u></b>
174B	<b><u>Undelivered notices and/or Documents to Members</u></b>	Nil	<b><u>This Clause applies where, on two consecutive occasions, notices, Documents or information sent or supplied by post have been returned undelivered. If the shareholder registers a new address with the Company and the Depository (if they hold Depository Shares) where notices, Documents or information can be sent or supplied, the shareholder is entitled to have notices, Documents or information sent or supplied to them at that address. Otherwise, the shareholder is not entitled to receive any notices, Documents or information from the Company</u></b>
175	Distribution of assets in specie	If the Company is wound up, 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 liquidator 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 contributor 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.	If the Company is wound up, 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 liquidator 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 contributor as the liquidator, with the like sanction, think fit, but so that no Member shall be compelled to accept any shares or other <u>S</u> ecurities whereon there is any liability.
178	Secrecy	Save as may be provided by the Act, no Member shall be entitled to enter into or inspect any premises or property of the Company or to require disclosure of any information in respect of 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 to communicate to the public.	(1) Save as may be provided by the Act, no Member shall be entitled to enter into or inspect any premises or property of the Company or to require disclosure of any information in respect of 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 to communicate to the public.
<b>Clause</b>	<b>Matters</b>	<b>Existing Provisions</b>	<b>Proposed Amendment</b>

No. 178 (Con't)	Secrecy (Con't)		<b><u>(2) Directors or officers of the Company shall be entitled, if he thinks fit, to decline to answer any questions concerning the business of the Company which may be put to him on any occasion (including during any meeting of the Company) on the ground that the answer to such question would disclose or tend to disclose the trade secrets of the Company.</u></b>
179	Indemnity	<p>Except where any liability which by law would otherwise attach to an officer or auditor of the Company in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, 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 (including effect of insurance) against:-</p> <p>(a) any loss or liability incurred by him that related to the liability for any act or omission in his capacity as an officer of auditor and in which judgment is given in favour of the officer or auditor or in which the officer or auditor is acquitted or in which the officer of auditor is granted relief under this Act, or where proceedings are discontinued or not pursued; and</p> <p>(b) any cost incurred by him in defending any proceedings relating to any liability to any person, other than Company for any act or omission in his capacity as an officer or auditor except a fine imposed in criminal proceedings, a sum payable to regulatory authority, any liability incurred in defending criminal proceedings in which he is convicted or in defending civil proceedings brought by the Company, or an associated company, in which judgment is given against him.</p>	<p>Except where any liability which by law would otherwise attach to an officer or auditor of the Company in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, every Director, whether holding an executive office pursuant to this Constitution or not, auditor, Secretary and other officers <b><u>(as defined in the Act)</u></b> for the time being of the Company shall be indemnified out of the assets of the Company (including effect of insurance) against:-</p> <p>(a) any loss or liability incurred by him that related to the liability for any act or omission in his capacity as an officer of auditor and in which judgment is given in favour of the officer or auditor or in which the officer or auditor is acquitted or in which the officer of auditor is granted relief under this Act, or where proceedings are discontinued or not pursued; and</p> <p>(b) any cost incurred by him in defending any proceedings relating to any liability to any person, other than Company for any act or omission in his capacity as an officer or auditor except a fine imposed in criminal proceedings, a sum payable to regulatory authority, any liability incurred in defending criminal proceedings in which he is convicted or in defending civil proceedings brought by the Company, or an associated company, in which judgment is given against him.</p>
180	Alteration of <b><u>Constitution</u></b> Articles	Subject to the Act and to the provisions of the Listing Requirements (if any), the Company may by special resolution delete, alter or add to this Constitution.	Subject to the <b><u>provisions of the Act</u></b> and <del>to the provisions of the Listing Requirements (if any), the Company may by special resolution delete, alter or add to this Constitution.</del>



**RHONE MA HOLDINGS BERHAD**  
[REGISTRATION NO. 201401040077 (1116225-A)]

**EXTRACT OF THE NOTICE OF THE SEVENTH ANNUAL GENERAL MEETING**

Notice is hereby given that the Seventh Annual General Meeting ("**7th AGM**") of Rhone Ma Holdings Berhad will be held at Atlanta East, Level 3, Hotel Armada Petaling Jaya, Lot 6, Lorong Utara C, Section 52, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia, on Tuesday, 15 June 2021 at 10.00 a.m., or the adjournment for the following purposes:-

**ORDINARY RESOLUTION 8**  
**PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR EXISTING RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE ("RRPT") AND PROPOSED NEW SHAREHOLDERS' MANDATE FOR ADDITIONAL RRPT ("PROPOSED SHAREHOLDERS' MANDATE")**

"THAT subject to the provision of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, approval be and is hereby given to the Company and its subsidiaries (collectively referred to as "**the Group**") to enter into any of the transactions falling within the types of existing and additional RRPT of a revenue or trading nature with specified classes of related parties which are necessary for the day to day operations and are in the ordinary course of business and are carried out at arms' length basis on normal commercial terms of the Group on terms not more favourable to the related parties than those generally available to the public and are not, in the Company's opinion, detrimental to minority shareholders of the Company and that such approval shall continue to be in force until:-

- i) the conclusion of the next AGM of the Company at which time it will lapse, unless by a resolution passed at the next AGM, the authority is renewed;
- ii) the expiration of the period within which the next AGM after the date it is required to be held pursuant to Section 340(2) of the Companies Act 2016 (but must not extend to such extensions as may be allowed pursuant to Section 340(4) of the Companies Act 2016); or
- iii) revoked or varied by resolution passed by the shareholders in general meeting,

whichever is the earlier.

AND THAT the Directors be and are hereby authorised to do all acts, deeds, things and execute all necessary documents as they may consider necessary or expedient in the best interest of the Company with full powers to assent to any conditions, variations, modifications and/or amendments in any manner as may be required or permitted under relevant authorities to give full effect to the Proposed Shareholders' Mandate."

**SPECIAL RESOLUTION 1**  
**PROPOSED AMENDMENT TO THE CONSTITUTION OF THE COMPANY**

"THAT the proposed amendment to the Constitution of the Company as set out in Appendix II of the Circular to Shareholders dated 28 April 2021 be and is hereby approved and adopted with immediate effect.

AND THAT the Board of Directors of the Company be and are hereby authorised to do all such acts, deeds and things as are necessary and/or expedient in order to implement, finalise and give full effect to the above transaction with full power to assent to any conditions, modifications, variations and/or amendments in any manner as the Directors may deem fit."

By Order of the Board

TAI YIT CHAN (MAICSA 7009143)(SSM PC No.: 202008001023)  
TAN AI NING (MAICSA 7015852)(SSM PC No.: 202008000067)  
Company Secretaries  
Selangor Darul Ehsan  
28 April 2021

**NOTES:**

- 1. A proxy may but need not be a member.
- 2. A member shall be entitled to appoint not more than two (2) proxies to attend and vote at the same meeting and the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.

3. Where a member 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.
  4. If the appointor is a corporation, this form must be executed under the corporation's common seal or under the hand of an officer or attorney duly authorised.
  5. 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 with the Share Registrar of the Company, Boardroom Share Registrars Sdn. Bhd. [Registration No. 199601006647 (378993-D)] at Ground Floor or 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia, not less than forty-eight (48) hours before the time set for holding the meeting or any adjournment thereof and in default the instrument of proxy shall not be treated as valid. In the event the member(s) duly executes the form of proxy but does not name any proxy, such member(s) shall be deemed to have appointed the Chairman of the meeting as his/their proxy, provided always that the rest of the proxy form, other than the particulars of the proxy have been duly completed by the member(s).
- Any notice of termination of person's authority to act as a proxy must be forwarded to the Company prior to the commencement of the AGM or adjourned AGM.
6. In respect of deposited securities, only members whose names appear on the Record of Depositors on 10 June 2021 (General Meeting Record of Depositors) shall be eligible to attend the meeting or appoint proxy(ies) to attend and/or vote on his behalf.

**Personal data privacy:**

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