THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

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

Bursa Securities has not perused the contents of this Circular in relation to Part B of this Circular.

You should rely on your own evaluation to assess the merits and risks of the Proposed Bonus Issue, Proposed Diversification and Proposed Amendment (as defined herein).

www.myeg.com.my

MY E.G. SERVICES BERHAD

Registration No.: 200001003034 (505639-K)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS IN RELATION TO THE

PART A

(I) PROPOSED BONUS ISSUE OF UP TO 4,149,122,710 NEW ORDINARY SHARES IN MY E.G. SERVICES BERHAD ("MYEG SHARES") ("BONUS SHARES") ON THE BASIS OF ONE (1) BONUS SHARE FOR EVERY ONE (1) EXISTING MYEG SHARE HELD ON AN ENTITLEMENT DATE TO BE DETERMINED AT A LATER DATE ("PROPOSED BONUS ISSUE"); AND

(II) PROPOSED DIVERSIFICATION OF EXISTING BUSINESSES OF MY E.G. SERVICES BERHAD AND ITS SUBSIDIARIES TO INCLUDE HEALTHCARE RELATED BUSINESSES ("PROPOSED DIVERSIFICATION")

PART B

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

AND

NOTICE OF EXTRAORDINARY GENERAL MEETING

Principal Adviser for Part A only

AmInvestment Bank

AmInvestment Bank Berhad
(Registration No. 197501002220 (23742-V))
(A Participating Organisation of Bursa Malaysia Securities Berhad)

The Extraordinary General Meeting ("**EGM**") of MY E.G. Services Berhad ("**MYEG**") will be held as a virtual meeting through live streaming and online remote voting using Remote Participation and Voting ("**RPV**") facilities via Vote2U at *https://web.vote2u.app* from the broadcast venue at Level 43A, MYEG Tower, Empire City, No. 8, Jalan Damansara, PJU 8, 47820 Petaling Jaya, Selangor Darul Ehsan, Malaysia ("**Broadcast Venue**") on Thursday, 3 June 2021 at 11.00 a.m., or any adjournment thereof. The Notice of EGM and the Proxy Form are enclosed together with this Circular.

You are entitled to attend, participate and vote remotely at the EGM using RPV facilities via Vote2U at *https://web.vote2u.app*. If you are unable to attend and vote remotely at the EGM, you are entitled to appoint proxy(ies) by completing and lodging the Proxy Form enclosed in this Circular in accordance with the instructions therein 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 set for holding the EGM or any adjournment thereof. Alternatively, individual shareholder(s) may submit the electronic Proxy Form ("**e-Proxy Form**") using RPV facilities via Vote2U at *https://web.vote2u.app*, not less than forty-eight (48) hours before the time for holding the EGM or any adjournment thereof. The lodging of the Proxy Form / e-Proxy Form will not preclude you from attending, participating and voting remotely in person at the EGM should you subsequently wish to do so, but if you do, your proxy or proxies shall be precluded from attending the EGM.

Last date and time for lodging the Form of Proxy	:	Tuesday, 1 June 2021, 11.00 a.m., or any adjournment thereof
Date and time of the EGM	:	Thursday, 3 June 2021, 11.00 a.m., or any adjournment thereof

This Circular is dated 12 May 2021

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

Act	:	Companies Act 2016
AmInvestment Bank	:	AmInvestment Bank Berhad (Registration No.: 197501002220 (23742-V))
Board	:	Board of Directors of MYEG
Bonus Share(s)	:	Up to 4,149,122,710 new MYEG Shares to be issued pursuant to the Proposed Bonus Issue
Bursa Depository	:	Bursa Malaysia Depository Sdn Bhd (Registration No.: 198701006854 (165570-W))
Bursa Securities	:	Bursa Malaysia Securities Berhad (Registration No. 200301033577(635998-W))
Circular	:	This circular dated 12 May 2021 in relation to the Proposals and Proposed Amendment
Constitution	:	The constitution of MYEG
Director(s)	:	Being a person(s) that:- (i) occupies or act in the position of director; (ii) is in accordance with whose directions or instructions the directors of a corporation are accustomed to act; or (iii) is an alternate or substitute director in MYEG Group (where applicable)
EGM	:	Extraordinary General Meeting
Entitled Shareholders	:	Shareholders whose names appear in the Record of Depositors of the Company on the Entitlement Date
Entitlement Date	:	A date, to be determined and announced later by the Board, on which the names of the shareholders of MYEG must appear in the Record of Depositors of the Company, in order to be entitled to receive the Bonus Shares
EPS	:	Earnings per share
FP	:	Financial period(s) ended
FY	:	Financial year(s) ended/ ending
Healthcare Related Businesses	:	Collectively, medical screening services, distribution of vaccines, other pharmaceutical products and medical devices and provision of quarantine and quarantine-related services
Last Traded Price	:	Last traded price of MYEG Share as at LPD
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities
LPD	:	21 April 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 MYEG and the aggregate number of those shares, is:- (i) 10% or more of the total number of voting shares in MYEG; or (ii) 5% or more of the total number of voting shares in MYEG where such person is the largest shareholder of MYEG.
Market Day(s)	:	Day(s) on which Bursa Securities is open for trading of securities
MYEG or **Company**	:	MY E.G. Services Berhad (Registration No.: 200001003034 (505639-K))
MYEG Group or **Group**	:	MYEG and its subsidiaries
MYEG Share(s) or Share(s)	:	Ordinary shares of MYEG
NA	:	Net assets
Persons Connected	:	Shall have the same meaning as defined in Paragraph 1.01 of the Listing Requirements
Proposals	:	Collectively, the Proposed Bonus Issue and Proposed Diversification
Proposed Amendment	:	Proposed amendment to the Constitution of MYEG
Proposed Bonus Issue	:	Proposed bonus issue of up to 4,149,122,710 Bonus Shares on the basis of one (1) Bonus Share for every one (1) existing MYEG Share held on the Entitlement Date
Proposed Diversification	:	Proposed diversification of existing businesses of MYEG Group to include Healthcare Related Businesses
Record of Depositors	:	A record of securities holders established and maintained by Bursa Depository
RM and **sen**	:	Ringgit Malaysia and sen, respectively
Share Registrar	:	Boardroom Share Registrars Sdn Bhd (Registration No.: 199601006647 (378993-D))
Treasury Shares	:	59,164,700 MYEG Shares held as treasury shares as at LPD
VWAP	:	Volume weighted average market price

All references to "**we**", "**us**", "**our**" and "**ourselves**" are to the Company and, where the context requires otherwise, the subsidiaries of MYEG. All references to "**you**" in this Circular are to the shareholders of MYEG.

Words importing the singular shall, where applicable, include the plural and vice versa, and words importing the masculine gender shall, where applicable, include the feminine and/or neuter gender, and vice versa. References to persons shall include corporations, unless otherwise specified.

Any discrepancies in the tables included in this Circular between the amount listed, actual figures and the totals thereof are due to rounding.

Any reference in this Circular to any provision of a statue, rule, regulation, enactment or rule of stock exchange shall (where the context admits) be construed as a reference to the provision of such statue, rule, regulation, enactment or rule of stock exchange (as the case may be) as modified by any written law or (if applicable) amendment or re-enactment to the statue, rule, regulation, enactment or rule of stock exchange for the time being in force. Any reference to a time of day in this Circular shall be a reference to Malaysian time, unless otherwise stated.

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 the 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 representation or warranty that the MYEG Group's plan and objectives will be achieved. Any discrepancy in the tables included in this Circular between the amount listed, actual figures and the totals thereof are due to rounding.

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TABLE OF CONTENTS

THIS EXECUTIVE SUMMARY HIGHLIGHTS THE SALIENT INFORMATION OF THE PROPOSALS AND PROPOSED AMENDMENT. YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE ENTIRE CONTENTS OF THIS CIRCULAR WITHOUT RELYING SOLELY ON THIS EXECUTIVE SUMMARY BEFORE VOTING ON THE RESOLUTIONS PERTAINING TO THE PROPOSALS AND PROPOSED AMENDMENT AT THE FORTHCOMING EGM OF THE COMPANY.

Key information	Description
Details of the Proposals (Sections 2 and 3, Part A of this Circular and Section 1, Part B of this Circular)	**1. Proposed Bonus Issue** The Proposed Bonus Issue entails the issuance of up to 4,149,122,710 Bonus Shares on the basis of one (1) Bonus Share for every one (1) existing MYEG Share held by Entitled Shareholders on the Entitlement Date. The Entitlement Date for the Proposed Bonus Issue will be determined and announced at a later date upon receipt of all relevant approvals. **2. Proposed Diversification** MYEG Group proposes to undertake a proposed diversification of its existing businesses to include the following healthcare related businesses:- (i) Medical screening services; (ii) Distribution of vaccines, other pharmaceutical products and medical devices; and (iii) Provision of quarantine and quarantine-related services. Pursuant to Paragraph 10.13(1) of the Listing Requirements, MYEG is required to obtain the approval of its shareholders in a general meeting for any transaction or business arrangement which might reasonably be expected to result in either of the following:- (i) the diversion of 25% or more of the net assets of the listed issuer to an operation which differs widely from those operations previously carried on by the listed issuer; or (ii) the contribution from such an operation of 25% of more of the net profits of the listed issuer. In view that the future financial contribution from the Healthcare Related Businesses could fall within the above provisions, the Company is seeking shareholders' approval upfront to undertake the Proposed Diversification. Notwithstanding the Proposed Diversification, the Company remains committed to its existing businesses. **3. Proposed Amendment** MYEG intends to seek shareholders' approval on the Proposed Amendment to provide greater clarity, enhance administrative efficiency as well as to ensure consistency with the guidelines which may be issued by the regulators from time to time.

Key information	**Description**
Rationale (Section 4, Part A of this Circular and Section 2, Part B of this Circular)	**1. <u>Proposed Bonus Issue</u>** The Proposed Bonus Issue serves to reward existing shareholders of MYEG for their continued support to MYEG by allowing them to participate more in the equity of the Company in terms of the number of MYEG Shares held, whilst maintaining their percentage equity interest in the Company. The increased number of MYEG Shares in issue upon completion of the Proposed Bonus Issue may encourage trading liquidity of MYEG Shares on Bursa Securities. **2. <u>Proposed Diversification</u>** The Proposed Diversification would enable MYEG Group to expand its revenue base to include Healthcare Related Businesses. The Proposed Diversification enables MYEG Group to leverage on its existing branding, online platforms/channels and user base to effectively reach out to the public and provide sought-after services particularly during the COVID-19 pandemic. MYEG Group believes that the timely introduction of the relevant healthcare products and services, coupled with the increased demand for such products and services, should contribute positively to its financial performance moving forward. **3. <u>Proposed Amendment</u>** The purpose of the Proposed Amendment is to ensure that MYEG's Constitution provides greater clarity, enhance administrative efficiency as well as to remove any existing conditions, restrictions or limitations which may be the subject of prevailing exemptions prescribed by regulators arising from exceptional circumstances. Besides that, the Proposed Amendment will also allow the Company to comply with the relevant statutory requirements so as to update in accordance to the latest development of governance.
Approvals required and inter-conditionality (Section 9 and 10, Part A of this Circular and Section 3, Part B of this Circular)	The Proposals and Proposed Amendment are conditional upon the following approvals being obtained:- (i) Bursa Securities for the listing of and quotation for the Bonus Shares obtained vide its letter dated 7 May 2021 and subject to the conditions set out in Section 9 of Part A of this Circular; (ii) shareholders of MYEG at the forthcoming EGM to be convened; and (iii) any other relevant authorities (where applicable). The Proposed Bonus Issue, Proposed Diversification and Proposed Amendment are not inter-conditional. The Proposals and Proposed Amendment are not conditional upon any other corporate proposal undertaken or to be undertaken by the Company.

Key information	Description
Interests of directors, major shareholders, chief executives and/or persons connected to them (Section 11, Part A of this Circular and Section 5, Part B of this Circular)	**1. <u>Proposed Bonus Issue</u>** None of the Directors, major shareholders and/or chief executive of the Company and/or persons connected to them have any interest, either direct or indirect, in the Proposed Bonus Issue, save for their respective entitlements as shareholders of the Company, which the Bonus Shares are also available to all other shareholders of the Company. **2. <u>Proposed Diversification</u>** None of the Directors, major shareholders and/or chief executive of the Company and/or persons connected to them have any interest, either direct or indirect, in the Proposed Diversification. **3. <u>Proposed Amendment</u>** None of the Directors, major shareholders and/or chief executive of the Company and/or persons connected to them have any interests, either direct or indirect, in the Proposed Amendment.
Directors' statement and recommendation (Section 12, Part A of this Circular and Section 6, Part B of this Circular)	The Board having considered all aspects of the Proposals and Proposed Amendment, including the rationale as set out in Section 4 of Part A of this Circular and Section 2 of Part B of this Circular, is of the opinion that the Proposals and Proposed Amendment are in the best interest of the Company. Accordingly, the Board recommends that the shareholders to vote in favour of the resolutions pertaining to the Proposals and Proposed Amendment to be tabled at the forthcoming EGM.

PART A

LETTER TO SHAREHOLDERS IN RELATION TO THE PROPOSED BONUS ISSUE AND PROPOSED DIVERSIFICATION

www.myeg.com.my

MY E.G. SERVICES BERHAD

Registration No.: 200001003034 (505639-K)
(Incorporated in Malaysia)

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

12 May 2021

Board of Directors

Dato' Dr Norraesah Binti Haji Mohamad	(Executive Chairman)
Wong Thean Soon	(Group Managing Director)
Tan Sri Dato' Dr Muhammad Rais Bin Abdul Karim	(Independent Non-Executive Director)
Datuk Mohd Jimmy Wong Bin Abdullah	(Independent Non-Executive Director)
Wong Kok Chau	(Independent Non-Executive Director)
Dato' Sri Mohd Mokhtar Bin Mohd Shariff	(Independent Non-Executive Director)

To: The Shareholders of MY E.G. Services Berhad

Dear Sir/Madam,

(I) PROPOSED BONUS ISSUE; AND
(II) PROPOSED DIVERSIFICATION

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1. INTRODUCTION

On 16 March 2021, the Board announced that the Company is proposing to undertake, amongst others, the following:-

(i) a proposed bonus issue of up to 4,149,122,710 new MYEG Shares on the basis of one (1) Bonus Share for every one (1) existing MYEG Share held on the Entitlement Date; and

(ii) a proposed diversification of existing businesses of MYEG Group to include Healthcare Related Businesses.

On 7 May 2021, AmInvestment Bank had, on behalf of the Board, announced that Bursa Securities had, vide its letter dated 7 May 2021, resolved to approve the listing of and quotation for up to 4,149,122,710 Bonus Shares to be issued pursuant to the Proposed Bonus Issue, subject to the conditions as set out in Section 9 of Part A of this Circular.

The purpose of Part A of this Circular is to provide you with the relevant information on the Proposals and to seek your approval for the resolutions pertaining to the Proposals to be tabled at the Company's forthcoming EGM. The Notice of EGM and the Proxy Form are enclosed in this Circular.

Shareholders are advised to read and carefully consider the contents of Part A of this Circular together with the appendices contained herein before voting on the resolutions pertaining to the Proposals to be tabled at the Company's forthcoming EGM.

2. PROPOSED BONUS ISSUE

The Proposed Bonus Issue entails the issuance of up to 4,149,122,710 Bonus Shares on the basis of one (1) Bonus Share for every one (1) existing MYEG Share held by Entitled Shareholders on the Entitlement Date. The Entitlement Date for the Proposed Bonus Issue will be determined and announced at a later date upon receipt of all relevant approvals.

The maximum number of Bonus Shares to be issued has been arrived at after taking into consideration of the following:-

(i) 3,671,929,737 MYEG Shares (including Treasury Shares) as at LPD;

(ii) assuming 100,000,000 new MYEG Shares will be issued under the Company's private placement exercise announced on 9 December 2020, prior to the Entitlement Date. For information, the Company has obtained the approval of Bursa Securities on 15 December 2020 for the placement of up to 220,000,000 new MYEG Shares ("**Placement Shares**") ("**Private Placement**"). As at LPD, 120,000,000 Placement Shares had been issued; and

(iii) assuming 377,192,973 options ("**ESOS Options**") will be granted and exercised into new MYEG Shares prior to the Entitlement Date. For information, the Company has implemented its employees' share option scheme on 24 December 2020 ("**ESOS**"). Pursuant to the ESOS, the maximum number of MYEG Shares which may be made available shall not exceed 10% of the total number of issued MYEG Shares (excluding treasury shares, if any) at any point in time over the duration of the ESOS. As at LPD, MYEG has yet to issue any ESOS Options.

For the avoidance of doubt, all Treasury Shares will be entitled to the Bonus Shares and such Bonus Shares will be treated as treasury shares to be held by the Company upon allotment and issuance.

The actual number of the Bonus Shares to be issued will depend on the actual number of MYEG Shares in issue (including treasury shares) on the Entitlement Date.

MYEG's share price will be adjusted pursuant to the Proposed Bonus Issue. For illustration purposes, the effects of the Proposed Bonus Issue on MYEG's share price are as follows:-

	Before Proposed Bonus Issue	**After Proposed Bonus Issue**
	Market price (RM)	*Theoretical ex-bonus share price (RM)*
5-day VWAP up to and including LPD	2.00	1.00
3-month lowest daily VWAP up to and including 9 April 2021*	1.78	0.89
Last Traded Price	2.00	1.00

Note:-

* *Being the date before the submission of the application to Bursa Securities.*

For information, MYEG had on 3 March 2021 announced a final dividend of 1.7 sen per MYEG Share in respect of the FY 31 December 2020 ("**Final Dividend**"). The Final Dividend is subject to the approval of MYEG's shareholders at the twentieth (20th) annual general meeting of the Company to be convened on a date to be announced later. In the event the Proposed Bonus Issue Entitlement Date is prior to the entitlement date for the Final Dividend, the final dividend of 1.7 sen per MYEG Share will be adjusted accordingly.

The basis of one (1) Bonus Share for every one (1) existing MYEG Share held was determined after taking into consideration, amongst others, the following:-

(i) the theoretical share price of MYEG Shares after being adjusted pursuant to the Proposed Bonus Issue as illustrated above. Pursuant to Paragraph 6.30(1A) of the Listing Requirements, the share price adjusted for the Proposed Bonus Issue is not less than RM0.50 based on the lowest daily VWAP during the 3-month period before the submission date; and

(ii) the financial effects of the Proposed Bonus Issue as detailed in Section 7 of Part A of this Circular.

Accordingly, the Proposed Bonus Issue is in compliance with Paragraph 6.30(1A) of the Listing Requirements.

For illustration purposes, based on the Last Traded Price of MYEG Shares and assuming 1,000 MYEG Shares held by a shareholder, the effect of the Proposed Bonus Issue on the MYEG Shares held by the shareholder is as follow:-

	Number of MYEG Shares held	**Last Traded Price/ theoretical ex-bonus share price**	**Total theoretical value**[(2)]
		RM	**RM**
Last Traded Price	1,000	2.00	2,000
Upon completion of the Proposed Bonus Issue	2,000	1.00[(1)]	2,000

Notes:-

(1) The theoretical ex-bonus share price is computed as follows:-

Last Traded Price of MYEG Shares × (Number of MYEG Shares before the Proposed Bonus Issue/ Number of MYEG Shares after the Proposed Bonus Issue)

(2) The total value is computed by multiplying the number of MYEG Shares held with the Last Traded Price or theoretical ex-bonus share price per MYEG Share.

The Proposed Bonus Issue will be implemented as one single tranche and not on a staggered basis over a period of time.

2.1 Capitalisation of reserves

The Bonus Shares in respect of the Proposed Bonus Issue will be issued as fully paid, at nil consideration and without capitalisation of the Company's reserves.

For avoidance of doubt, the Proposed Bonus Issue will increase the number of issued shares of MYEG but will not increase the value of MYEG's issued share capital.

2.2 Ranking of the Bonus Shares

The Bonus Shares shall upon allotment and issuance, carry the same rights as the existing MYEG Shares, save and except that the Bonus Shares will not be entitled for any dividend, rights, allotment and/or other distribution that may be declared, made or paid in respect of which the Entitlement Date is before the date of allotment of the said Bonus Shares.

MYEG Shares are prescribed securities under Section 14(5) of the Security Industry (Central Depositories) Act, 1991. The Bonus Shares will be credited directly into the respective central depository system accounts of the Entitled Shareholders and no physical share certificates will be issued.

2.3 Listing of and quotation for the Bonus Shares

Approval has been obtained from Bursa Securities vide its letter dated 7 May 2021 for the listing of and quotation for the Bonus Shares to be issued pursuant to the Proposed Bonus Issue on the Main Market of Bursa Securities, subject to the conditions set out in Section 9 of Part A of this Circular.

The Bonus Shares shall be listed and quoted on the Main Market of Bursa Securities on the next market day following the Entitlement Date. The notice of allotment will be issued and despatched to the Entitled Shareholders not later than four (4) Market Days after the date of listing of and quotation for the Bonus Shares.

3. PROPOSED DIVERSIFICATION

MYEG Group is principally engaged in the development and implementation of the electronic government ("**e-government**") services projects and the provision of other related services for the e-government services projects, as well as other commercial services in Malaysia, Indonesia, Bangladesh and the Philippines.

The e-government services provided by MYEG Group include the renewal of foreign workers' work permits, renewal of motor vehicle road tax, computerised theory test for drivers' licences, transfer of vehicle ownership as well as various information searches, payments and applications to numerous Government of Malaysia ("**GOM**") agencies.

MYEG Group also provides commercial-based solutions and services which include, amongst others, sale of foreign workers' insurance, sale of motor vehicle insurance, foreign worker recruitment services, automotive transactional portal and road assistance services, provision of hostel accommodation for foreign workers, and provision of financial services and products.

The contribution from MYEG Group's e-government services and commercial services for the last 3 financial years are set out below:-

	(Audited)				(Unaudited)	
	15-months ended 30 September 2018		**15-months ended 31 December 2019**		**FY 31 December 2020**	
	(RM'000)	**(%)**	**(RM'000)**	**(%)**	**(RM'000)**	**(%)**
Revenue						
E-government services	81,955	14.6	102,231	17.2	70,044	13.2
Commercial services	464,674	82.6	467,313	78.7	434,805	82.0
Interest income derived from financing receivables	8,480	1.5	17,119	2.9	19,755	3.7
Others	7,161	1.3	6,915	1.2	5,926	1.1
Total revenue	**562,270**		**593,578**		**530,530**	

In line with MYEG Group's continuous effort to diversify and expand its income stream, MYEG Group proposes to expand its commercial services business activities to include the following healthcare related businesses:-

(i) Medical screening services;

(ii) Distribution of vaccines, other pharmaceutical products and medical devices; and

(iii) Provision of quarantine and quarantine-related services,

As at LPD, MYEG Group's Healthcare Related Businesses in Malaysia had been carried out/will be carried out via MYEG Group's wholly-owned subsidiary, MYEG Medical Services Sdn Bhd ("**MYEG Medical**"), whilst the medical screening services in the Philippines will be carried out via MYEG Group's 40%-owned joint venture company, I-Pay MYEG Philippines Inc. ("**I-Pay MYEG**"). Further details on the Healthcare Related Businesses are set out in Sections 3.1, 3.2 and 3.3 of Part A of this Circular.

MYEG has set up a dedicated team to spearhead the development of its Healthcare Related Businesses. The key management personnel of MYEG Group's Healthcare Related Businesses comprises Dr. Gopirajan J Rasamy, Siti Khadijah Ahmad and Priyaa Darshini A/P Paremasivem, who respectively have healthcare related experience. The details of the key management personnel appointed are set out below:-

(a) Dr. Gopirajan J Rasamy, Malaysian, aged 39

Dr. Gopirajan J Rasamy graduated from AIMST University, Malaysia with Bachelor of Medicine and Bachelor of Surgery in 2009. He was later conferred with Masters of Science in Public Health from International Medical University ("**IMU**") in 2013.

He started his career in Ministry of Health Malaysia from 2009 to 2011 as a house officer at government hospital receiving further training while caring for patients under the direction of an attending physician. In 2012, he joined IMU as a lecturer and later resigned in 2013. In 2013, he joined Clinical Research Malaysia (involved in the principal activities of accelerating the development and growth of clinical research industry in Malaysia and abroad, providing dynamic engagement and affiliation of all stakeholders in the public academic and private sectors, and complementing Clinical Research Centre of Ministry of Health Malaysia in public advocacy media relations and risk mitigation) as a senior executive to develop a strategic plan, in liaison with key stakeholders, to promote a growth and differentiation strategy, to collaborate on innovation in clinical research as well as to drive productivity and maintain robust quality management of clinical operations. He was subsequently promoted as clinical operations manager role in 2015 to build and maintain partnerships at prime sites (i.e. major leading institutions (hospitals) with access to large numbers of patients and broad therapeutic expertise) as well as in liaison with key stakeholders at site to promote a growth and differentiation strategy, to collaborate on innovation in clinical research, to drive productivity and maintain robust quality management. He had later resigned in 2018 and joined Boston Scientific (Malaysia) Sdn Bhd (involved in the principal activities of import, distribution, marketing and sale of medical products and equipment) as a regional clinical trial lead in 2018 to develop and support clinical development through design, planning, execution and leadership of clinical studies in Asia-Pacific region. He was also responsible for leading cross-functional clinical teams in support of the organisation's business objectives for product development and/or commercialization. In 2020, he resigned from Boston Scientific (Malaysia) Sdn Bhd as a regional clinical trial lead.

In January 2021, he was appointed as the Head of Regulatory Affairs of MYEG Medical to oversee the regulation process for products requiring governmental approval by ensuring that all necessary applications are filed and for handling all government interactions as well as to ensure compliance with all regulatory requirements pertaining to product approval and to develop procedures to ensure regulatory compliance.

(b) Siti Khadijah Ahmad, Malaysian, aged 43

Siti Khadijah Ahmad graduated from Pantai Institute Health Science & Nursing with Diploma of Nursing in 2000. She was later awarded with the qualification of Occupational Health Nurse in 2010 and was subsequently certified as Assistant Medical Officer by the Academy of Occupational & Environmental Medicine Malaysia in 2018. She has also undergone training as a COVID-19 swabber as certified by Kementerian Kesihatan Malaysia in 2020.

She started her career in Hospital Pantai Putri Ipoh from 2000 to 2003 as a staff nurse and is responsible in taking care of patients, liaising with doctors as well as administering medicine and monitoring vital signs. In 2004, she joined Hospital Pantai Bangsar as a staff nurse in emergency department and is responsible in taking care of patients, liaising with doctors as well as administering medicine and vital signs. She was later transferred to staff health department in 2007 to manage staffs and patients, to provide clinical procedure and health education as well as guaranteed letter arrangement. Subsequently she resigned in 2008 and joined Prince Court Medical Centre’s Occupational Health Department in 2008 as occupational health nurse to manage staffs and patient, and later resigned in 2013. She later assumed the same position in Nestle Manufacturing (M) Sdn Bhd in Human Resource Department in 2013 to manage the occupational health, Social Security Organisation (SOCSO)’s contribution, vaccination, health promotion programme and related medical issue for Nestlé’s employees. She later resigned in 2017 and joined Sunway Medical Centre as nurse manager in 2017 to manage the community health services which provides health services inclusive of manpower, clinical procedure, vaccination, health assessment, advisor and health promotion programme. In 2020, she resigned from Sunway Medical Centre as a nurse manager.

In January 2021, she was appointed as the Head of Screening & Operation of MYEG Medical to set up a medical team for MYEG's project which is currently in progress (i.e. Pusat Kuarantin & Rawatan Covid 19 Berisiko Rendah Swasta).

(c) Priyaa Darshini A/P Paremasivem, Malaysian, aged 29

Priyaa Darshini A/P Paremasivem graduated from Cyberjaya University College of Medical Science with Bachelor of Pharmacy in 2016.

She started her career in ALPRO Pharmacy in 2016 to 2017 as a pharmacy assistant to assist in ordering and dispensing medications under the guidance and supervision of a trained pharmacist. She was also in charge of preparing marketing materials to boost the sales in the retail pharmacy. She joined DKSH Holdings (Malaysia) Berhad as medical sales representative in 2017 to carry out sales activity by engaging with doctors from private hospitals in Klang Valley and later resigned in 2018. She was employed as a provisional registered pharmacist under Section 6A (2) of the Registration of Pharmacists Act 1951 in DKSH Malaysia Sdn Bhd (involved in the principal activities of provisioning of market expansion services which ranges from marketing, to providing sales force, distribution and logistics, invoicing and credit control, handling of inventory and returned goods and other value added services, consumer goods healthcare and performance material clients) in 2018 and subsequently she was registered as a pharmacist under section 6B of the Registration of Pharmacists Act 1951 in 2019. She resigned from DKSH Malaysia Sdn Bhd in 2019 and joined Qualitas Pharma Sdn Bhd as a warehouse/store pharmacist to ensure efficient supply chain management whereby she was in charge of the logistics and strategic planning to ensure the smooth flow of the business and subsequently resigned from Qualitas Pharma Sdn Bhd in 2021.

In January 2021, she was appointed as a pharmacist in MYEG Medical to be in charge as the warehouse pharmacist and also to be in charge of the registration of product with National Pharmaceutical Regulatory Agency ("**NPRA**").

As at 31 March 2021, MYEG Group has a total of 57 personnel appointed for its Healthcare Related Businesses. The Group intends to hire more personnel progressively as its Healthcare Related Businesses grow as follows:-

	As at 31.03.2021	**Proposed future hire***	**Total**
Senior Management	4	3	7
Manager	4	13	17
Assistant Manager	2	15	17
Executive	27	71	98
Officer	20	176	196
	57	**278**	**335**

***Note**:-*

* *The proposed future hire listed herein is tentative and shall depend on the requirements and growth of MYEG Group's Healthcare Related Businesses moving forward.*

The Proposed Diversification is expected to be funded via internally generated funds (RM40.0 million) and proceeds received and/or to be received from the Company's Private Placement (RM168.0 million). As announced on 9 December 2020, the Company intends to allocate up to RM168.0 million for MYEG Group's Healthcare Related Businesses to be utilised within 2 years from the date of receipt of proceeds. As at LPD, the Company had issued 120,000,000 new MYEG shares pursuant to the Private Placement, raising gross proceeds of RM216.0 million.

Pursuant to Paragraph 10.13(1) of the Listing Requirements, MYEG is required to obtain the approval of its shareholders in a general meeting for any transaction or business arrangement which might reasonably be expected to result in either of the following:-

(i) the diversion of 25% or more of the net assets of the listed issuer to an operation which differs widely from those operations previously carried on by the listed issuer; or

(ii) the contribution from such an operation of 25% of more of the net profits of the listed issuer. In view that the future financial contribution from the Healthcare Related Businesses could fall within the above provisions, the Company is seeking shareholders' approval upfront to undertake the Proposed Diversification.

Notwithstanding the Proposed Diversification, the Company remains committed to its existing businesses.

3.1 Medical screening services

MYEG Group's venture into the provision of medical screening services commenced in June 2020, whereby the Malaysian public could sign up for COVID-19 screening programme via MYEG Group's online portal. Upon sign up, MYEG Group would arrange for the collection of samples by its licensed medical professionals and subsequently arrange for the samples to be sent to local licensed laboratories for testing.

To complement its medical screening services, MYEG Group had earlier in May 2020 launched a one-stop portal for employers to register and manage COVID-19 health screenings of their employees, enabling employers to arrange on-site screening along with digital certificates issued as proof of testing.

On 5 November 2020, MYEG announced that the Company had entered into an agency agreement with the GOM on 1 November 2020, to facilitate the collection of dues and/or payments under any payment made in relation to or arising from COVID-19 detection test and/or quarantine station charges issued by the GOM to the public ("**GOM Agreement**"). The GOM Agreement is for a tenure of two (2) years commencing from 1 November 2020 to 31 October 2022. MYEG may apply to the GOM in writing for an extension of 2 years or such other lesser period as the GOM may accept, of the GOM Agreement subject to the GOM's discretion. For avoidance of doubt, the services provided under the GOM Agreement are part of MYEG Group's existing e-government services (as described in Section 3 of Part A of this Circular), and does not include the provision of medical screening services or quarantine facilities and services. Further information on the GOM Agreement is set out in MYEG's announcement dated 5 November 2020.

Pursuant thereto, MYEG Group had on 3 November 2020 launched MySafeTravel, an online channel for inbound travellers to register and pay for mandatory COVID-19 swab tests and to choose their preferred location for quarantine stays prior to arrival. As at LPD, the medical screening services is being carried out by the GOM at immigration points. MYEG has submitted a tender to Malaysia Airports Holdings Berhad on 24 March 2021 to provide the medical screening services at selected immigration points, of which the results are still pending as at LPD.

MYEG Group's 40%-owned joint venture company, I-Pay MYEG, had secured the distribution of saliva-based diagnostic kit and PCR kit for COVID-19 ("**Diagnostic Kits**") in the Philippines, via an exclusive distribution agreement entered into with Rubin Investments Pte Ltd ("**Rubin**"), on 22 February 2021 ("**Rubin Agreement**"). The salient terms of the Rubin Agreement are set out in Section 3.1.3 of Part A of this Circular. Moving forward, I-Pay MYEG intends to work together with local laboratories for the provision of medical screening services in the Philippines.

3.1.1 Information on I-Pay MYEG

I-Pay MYEG was incorporated in the Philippines on 11 August 2017. The company is principally involved in the provision of business development and implementation of e-government service projects in the Philippines and the provision of other e-government services related services, including, electronic payment services in the Philippines.

As at LPD, the directors of I-Pay MYEG are Jaime Enrique Y. Gonzalez, Shennan A. Sy, Ann Margaret T. Saldana, Benjamin Low Ewe Ee and Tan Kai Jie. As at LPD, the shareholders of I-Pay MYEG are as follows:-

	No. of shares	**%**
Fastcash Remittance, Inc. ("**Fastcash**") [(a)(b)]	20,139,607	60%
MYEG	13,426,405	40%
Jaime Enrique Y. Gonzalez	1	-*
Shennan A. Sy	1	-*
Ann Margaret T. Saldana	1	-*
Benjamin Low Ewe Ee	1	-*
Tan Kai Jie	1	-*

Notes:-

* *Negligible*

(a) *Based on the general information sheet which was filed by Fastcash with the Securities and Exchange Commission on 17 July 2020, the directors of Fastcash are Jaime Enrique Y, Gonzalez, Shennan A. Sy, Januario Jesus Atencio, Ronald Allan Aquino, Dolores Barbara Catapang and Jose Voltaire Bautista. The shareholders of Fastcash are as follows:-*

	No. of shares	*%*
IP Ventures, Inc.	*3,782,608*	*34.80*
IPVG Employees, Inc	*1,934,155*	*17.79*
Derrick Chiongbian	*1,934,155*	*17.79*
Shennan A. Sy	*1,934,155*	*17.79*
Kaikaku Fund, L.P.	*1,086,957*	*10.00*
Januarius Holdings Inc.	*197,531*	*1.82*
Jaime Enrique Y. Gonzalez	*1*	*
Ronald Allan Aquino	*1*	*
Dolores Barbara Catapang	*1*	*

Note:-

* *Negligible*

(b) *Based on the filing by IP E-Games Ventures Inc. ("**IPEGV**") on the Philippine Stock Exchange ("**PSE**"), IPEGV had on 4 January 2021 entered into a term sheet to acquire 60% equity interest in Fastcash. As at LPD, no subsequent filings were observed relating to this transaction.*

For information, IPEGV is listed on PSE. Based on IPEGV's 2021 Definitive Information Statement, IP Ventures, Inc. is the ultimate parent of IPEGV and IPVG Employees, Inc is the shareholder of IPEGV as at 31 December 2020. Jaime Enrique Y. Gonzalez is a director and deputy chairman of IPEGV, and Shennan A. Sy is an independent director of IPEGV.

3.1.2 Information on Rubin

Rubin was incorporated in Singapore on 16 September 2000. The company is principally involved in the wholesale trade of a variety of goods without a dominant product. For information, Rubin has been appointed by Veredus Laboratories Pte Ltd as the sole distributor of the Diagnostic Kits in the Philippines on 7 October 2020.

As at LPD, the director and sole shareholder of Rubin is Goh Wai Sin.

3.1.3 Salient terms of the Rubin Agreement

The salient terms of the Rubin Agreement are as follows:-

(i) The Rubin Agreement shall be effective on 22 February 2021 ("**Effective Date**") and continue for one (1) year after Effective Date ("**Initial Term**") unless terminated earlier by mutual agreement or pursuant to Section 3.1.3 (vii) below.

Subject to I-Pay MYEG meeting the minimum sales target on annual basis, the Rubin Agreement shall be automatically renewed after the expiry of the Initial Term on same terms unless mutually agreed. Subsequent renewals shall be mutually agreed on one (1) year basis.

(ii) I-Pay MYEG's responsibility under the Rubin Agreement shall only be effective upon all relevant licenses, permits and approvals having been obtained for I-Pay MYEG to undertake such responsibilities and obligations from the relevant authorities in the Philippines. As at LPD, Food and Drug Administration (FDA) of the Philippines had on 1 December 2020 approved the Diagnostic Kits but the Diagnostic Kits are pending final approval from the Research Institute for Tropical Medicine (RITM) of the Philippines for I-Pay MYEG to commercialise in the Philippines.

(iii) Rubin shall not be liable for any compensation, commission, reimbursement or damage for any delay in delivery of the Diagnostic Kits to I-Pay MYEG.

(iv) I-Pay MYEG shall not without prior written consent of Rubin appoint sub-distributors and/or external sales representatives in the Philippines which are not related corporations of I-Pay MYEG or employees of such corporations. Where related corporations are appointed as sub-distributors and/or external sales representatives, I-Pay MYEG shall notify Rubin prior to such appointment.

(v) I-Pay MYEG shall be responsible to obtain all licensing and government permissions and inspections related thereto it requires for the importation of the Diagnostic Kits into the Philippines.

In performing its obligations under the Rubin Agreement, I-Pay MYEG shall comply with any law or regulation application to it and to its activities of purchasing the Diagnostic Kits from Rubin, importing the Diagnostic Kits into the Philippines and marketing and reselling the Diagnostic Kits in the Philippines.

I-Pay MYEG shall make such filings and use best efforts to obtain authorization and/or consents from any government authority in the Philippines.

(vi) I-Pay MYEG shall not solicit orders outside of the Philippines. I-Pay MYEG shall not sell the Diagnostic Kits to any third party if I-Pay MYEG has reason to believe that such third party may resell them without complying with all applicable law.

(vii) The Rubin Agreement may be terminated immediately upon the occurrence of among others:

(a) by a party upon notice in writing in the event of the other party's breach of the Rubin Agreement, which breach is not cured within thirty (30) days of receipt of notice of such breach;

(b) by either party in the event that the promotion, marketing, sale or delivery of Diagnostic Kits in and to the Philippines is prohibited or otherwise adversely affected by any statute, ordinance, order, rule, regulation or any other law, now or hereafter, in effect in the Philippines or any political subdivision thereof relating to Rubin or the Diagnostic Kits, or upon the loss by either party of any license, permit or authorization from any governmental agency within the Philippines necessary for the performance of its obligations hereunder.

(viii) In the event Rubin or I-Pay MYEG defaults on any term of the Rubin Agreement, the defaulting party shall indemnify and hold the other party and its affiliated companies harmless from any and all liabilities, claims, losses, costs, damages, judgments and expenses, including reasonable attorneys' fees and costs, arising out of or related to:-

(a) any breach of the Rubin Agreement by the defaulting party;

(b) any violation of law or regulation by the defaulting party; or

(c) any modification, use or combination of the Diagnostic Kits with other products by the defaulting party which may cause infringement of a third party's intellectual property or other proprietary rights.

3.2 Distribution of vaccines, other pharmaceutical products and medical devices

On 7 December 2020, MYEG had announced that the Company had entered into a Memorandum of Understanding with Anhui Zhifei Longcom Biopharmaceutical Co. Ltd. ("**Zhifei**") on 5 December 2020, to conduct phase 3 clinical trials and subsequent commercialisation of Zhifei's COVID-19 Vaccine in Malaysia ("**Zhifei MOU**").

The Zhifei MOU was formalised pursuant to a supply and distribution agreement entered into between MYEG Medical and Zhifei on 22 February 2021 ("**Zhifei Agreement**"). The salient terms of the Zhifei Agreement are as follows:-

(i) Zhifei agrees to authorize MYEG Medical as the exclusive distributor of Zhifei's COVID-19 Vaccine in Malaysia for a period of three (3) years (from 22 February 2021 to 21 February 2024) to undertake the registration, clinical trial, import and sales of Zhifei's COVID-19 Vaccine in Malaysia.

(ii) MYEG Medical will be responsible for coordinating clinical trials of Zhifei's COVID-19 Vaccine and complete the clinical trials of Zhifei's COVID-19 Vaccine in Malaysia, at MYEG Medical's expense.

(iii) MYEG Medical will be responsible to obtain Halal Certification for Zhifei's COVID-19 Vaccine in Malaysia.

(iv) Zhifei shall provide MYEG Medical with all material and information in relation Zhifei's COVID-19 Vaccine for clinical trials, which shall satisfy the assessment requirements and purposes of the regulatory authorities in Malaysia.

(v) Zhifei will provide MYEG Medical with research materials and the necessary documents of Zhifei's COVID-19 Vaccine to be submitted to relevant regulatory authorities in Malaysia for MYEG Medical to obtain all relevant approvals to legally market and sell, including emergency use registration of, Zhifei's COVID-19 Vaccine in Malaysia.

As at LPD, as part of the full product registration of Zhifei's COVID-19 Vaccine, MYEG Group had obtained the approval from Medical Research & Ethics Committee to commence the clinical trials whilst the application to NPRA for the Clinical Trial Import License to bring in Zhifei's COVID-19 Vaccine to be administered to test subjects as part of the clinical trials requirement is still currently under review by the NPRA. The clinical trials will be undertaken under the purview of the Ministry of Health. The full product registration and commercialisation of Zhifei's COVID-19 Vaccine in Malaysia is subject to the requisite approvals being obtained subsequent to the completion of the clinical trials.

At the same time, MYEG Group also intends to apply for the conditional registration with the relevant authorities to distribute Zhifei's COVID-19 Vaccine in Malaysia for emergency use prior to the full product registration. Barring any unforeseen circumstances, MYEG targets to submit the said application for conditional registration to the relevant authorities by the 3rd quarter of 2021.

The details of Zhifei's COVID-19 Vaccine are as follows:-

Product Name	:	Recombinant Novel Coronavirus Vaccine (CHO Cell) ZF2001
Manufacturer	:	Anhui Zhifei Longcom Biopharmaceutical Co., Ltd.
Manufacturer Country	:	China
Description	:	Recombinant tandem-repeat dimeric RBD protein vaccine

In addition to the distribution of vaccines, MYEG Group intends to venture into the distribution of other pharmaceutical products and medical devices, such as screening kits and medical tracking devices, moving forward. MYEG will make the necessary announcement(s) in accordance with the Listing Requirements and seek shareholders' approval, if required, as and when such healthcare related businesses or investment opportunities are confirmed.

3.2.1 Information on Zhifei

Zhifei was incorporated in Anhui, China on 5 January 2001. The company is principally involved in the research, manufacturing and sales of biotechnology products.

Based on public searches, as at LPD, the directors of Zhifei are Wanjun Li, Jing Zhang, Rensheng Jiang, Jiang Pu and Shilong Yang and, the sole shareholder of Zhifei is Chongqing Zhifei Biological Products Co Ltd.

Zhifei is a subsidiary of Chongqing Zhifei Biological Products Co., Ltd., which is listed on the Shenzhen Stock Exchange with a market capitalisation of approximately RMB314.3 billion as at LPD. Chongqing Zhifei group is principally engaged in the production of vaccines for human use.

(Source: Bloomberg)

3.3 Provision of quarantine facilities and services

Pursuant to the GOM Agreement, MYEG had on 3 November 2020 announced the launch of MySafeTravel, a digital health pass system for travellers aimed at making entry into Malaysia amidst the ongoing COVID-19 pandemic faster, simpler and safer. MySafeTravel which commenced on 3 November 2020, serves as an online channel for inbound travellers to register and pay for mandatory COVID-19 swab tests and to choose their preferred location for quarantine stays prior to arrival, thus making the process of entering Malaysia more efficient and convenient.

On 19 February 2021, MYEG announced the launch of MySafeQ, an online portal offering an array of hotel accommodation and amenity options available to low risk COVID-19 patients who wish to undergo mandatory quarantine requirements in more comfortable settings. MySafeQ was launched following the receipt of a clearance letter from the GOM dated 4 February 2021, stating that the GOM has no objection for MYEG Group to venture into the provision of quarantine facilities and services. The portal which commenced on 19 February 2021, enables individuals who have tested positive for the COVID-19 virus but are deemed low-risk, or individuals who are required to be quarantined due to close contact with individuals who are tested positive for COVID-19, who prefer not to undergo the required 10-day isolation period from a home-based quarantine or GOM facility, to have the option of making arrangement to be quarantined at any of the participating hotels instead. The eligibility of such low risk COVID-19 patients to undergo quarantine at any of the available hotels would be subject to verification by MYEG with health authorities.

Individuals seeking for quarantine arrangements could select hotel accommodations (inclusive of meals arrangement) of varying categories, ranging from 3-star to 5-star facilities via MySafeTravel and MySafeQ. Optional services such as COVID-19 swab tests, transportation to the hotels and other amenities are also available on the portals. MYEG Group had appointed medical professionals to be stationed at the approved hotels to administer full compliance with the prescribed standard operating procedures ("**SOPs**"), as well as for standby in case of any emergency. The approved hotels for the provision of quarantine services are set out in MYEG's website at *https://safetravel.myeg.com.my* and *https://mysafeq.com.my*.

4. RATIONALE FOR THE PROPOSALS

4.1 Proposed Bonus Issue

The Proposed Bonus Issue serves to reward existing shareholders of MYEG for their continued support to MYEG by allowing them to participate more in the equity of the Company in terms of the number of MYEG Shares held, whilst maintaining their percentage equity interest in the Company.

The increased number of MYEG Shares in issue upon completion of the Proposed Bonus Issue may encourage trading liquidity of MYEG Shares on Bursa Securities.

4.2 Proposed Diversification

The Proposed Diversification would enable MYEG Group to expand its revenue base to include Healthcare Related Businesses. The Proposed Diversification enables MYEG Group to leverage on its existing branding, online platforms/channels and user base to effectively reach out to the public and provide sought-after services particularly during the COVID-19 pandemic. MYEG Group believes that the timely introduction of the relevant healthcare products and services, coupled with the increased demand for such products and services, should contribute positively to its financial performance moving forward.

5. INDUSTRY OVERVIEW AND PROSPECTS

5.1 Overview and outlook of the Malaysian economy

The Malaysian economy recorded a negative growth of 3.4% in 4Q 2020 (3Q 2020: -2.6%), largely attributable to the imposition of the Conditional Movement Control Order ("**CMCO**") on a number of states since mid-October. The restrictions on mobility, especially on inter-district and inter-state travel, weighed on economic activity. Nevertheless, the continued improvement in external demand provided support to growth. Consequently, except for manufacturing, all economic sectors continued to record negative growth. On the expenditure side, moderating private consumption and public investment activities weighed on domestic demand. On a quarter-on-quarter seasonally-adjusted basis, the economy registered a decline of 0.3% (3Q 2020: +18.2%).

In terms of sectoral performance, all economic sectors, except manufacturing, registered negative growth in the fourth quarter.

The services sector registered a larger contraction of 4.9% in 4Q 2020 (3Q 2020: -4.0%), as tighter restrictions on mobility and stricter SOPs affected domestic-oriented activities. The restrictions (e.g. shorter operating hours) and weak sentiments adversely impacted spending, particularly on recreational activity and non-essential retail goods, which in turn weighed on activity in the wholesale and retail trade subsector. This was partially offset by continued growth in the motor vehicle segment. In addition, the weakness in tourism activity amid continued closure of international borders weighed on key sub-sectors, such as food and beverage, accommodation as well as transport and storage. Meanwhile, finance and insurance continued to grow amid sustained loan and deposit growth. Growth in the information and communication sub-sector also improved, amid higher demand for data communication services, particularly broadband.

Domestic demand recorded a decline of 4.4% in 4Q 2020 (3Q 2020: -3.3%), mainly due to the subdued private consumption and public investment activities. Net exports grew by 12.4% (3Q 2020: 21.9%), with continued expansion in manufactured exports.

Private consumption contracted by 3.4% (3Q 2020: -2.1%). Household spending was subdued amid continued weaknesses in income and employment conditions during the quarter. Spending was also affected by tighter movement restrictions in selected states. Nevertheless, the decline in physical spending was partly mitigated by the continued acceleration in online spending. During the quarter, consumer expenditure also remained supported by various stimulus measures including the Employees Provident Fund i-Lestari withdrawals, the continued support to affected borrowers under the Targeted Repayment Assistance (TRA) and lower passenger car sales tax.

Meanwhile, public consumption continued to expand, albeit at a more moderate pace of 2.7% in the fourth quarter of 2020 (3Q 2020: 6.9%), supported by spending in emoluments.

Headline inflation, as measured by the annual percentage change in the Consumer Price Index ("**CPI**"), was slightly lower at -1.5% during the quarter (3Q 2020: -1.4%). This was mainly due to lower inflation for rental and communication services respectively as well as the larger annual decline in retail fuel prices. These were partly offset by higher inflation in other categories, in particular, transport services and food.

(Source: Economic and Financial Developments in Malaysia in the Fourth Quarter of 2020)

Domestic demand is expected to contract by 3% in 2020, with private and public sectors' spending declining by 3.2% and 2.1%, respectively. In the first half of 2020, domestic demand declined significantly by 7.7%, amid restricted movements to contain the COVID-19 pandemic. Nevertheless, the announcement of various stimulus packages and the gradual resumption of economic activities are expected to restore business and consumer confidence in the second half of the year. Hence, domestic demand is anticipated to turnaround to 1.5% during the period and expand further by 6.9% in 2021.

Private consumption declined by 6% during the first half of 2020, affected by the implementation of the Movement Control Order ("**MCO**"). However, household spending is anticipated to pick up during the second half of the year, on the back of various stimulus packages aimed at providing support to households and businesses. The measures include a moratorium on loan repayments, temporary optional reduction in employees' contributions to the Employees Provident Fund and discounts on electricity bill as well as low interest rates. As a result, private consumption is projected to rebound by 4.2% in the second half, cushioning overall consumption activities, which is expected to record a marginal decrease of 0.7% in 2020.

(Source: Economic Outlook 2021, Ministry of Finance Malaysia)

Amid a highly challenging global and domestic operating environment, the Malaysian economy contracted by 5.6% in 2020, the lowest since 1998 (-7.4%).

(Source: Economic and Monetary Review 2020, Bank Negara Malaysia)

In 2021, the economy is projected to expand between 6.5% and 7.5% in tandem with the anticipated improvement in global trade, consumer sentiments and business confidence. The 2021 Budget will implement measures to enhance the well-being of the people, steer the economy towards a sustainable growth path, enable sustainable living and improve public service delivery. As targeted in the 12MP and the 2030 Shared Prosperity Vision, the Budget will lay the foundation for the country to progress towards a developed and inclusive nation.

(Source: Economic Outlook 2021, Ministry of Finance Malaysia)

5.2 Overview of the healthcare industry in Malaysia

For information, the Healthcare industry is reported under the services sector.

The services sector registered a larger contraction of 4.9% in the fourth quarter of 2020 (3Q 2020: -4.0%), as tighter restrictions on mobility and stricter SOPs affected domestic-oriented activities. The restrictions (e.g. shorter operating hours) and weak sentiments adversely impacted spending, particularly on recreational activity and non-essential retail goods, which in turn weighed on activity in the wholesale and retail trade subsector.

This was partially offset by continued growth in the motor vehicle segment. In addition, the weakness in tourism activity amid continued closure of international borders weighed on key sub-sectors, such as food and beverage, accommodation as well as transport and storage. Meanwhile, finance and insurance continued to grow amid sustained loan and deposit growth. Growth in the information and communication sub-sector also improved, amid higher demand for data communication services, particularly broadband.

(Source: Economic and Financial Developments in Malaysia in the Fourth Quarter of 2020)

For the services sector, growth contracted by 5.5% in 2020 (2019: 6.1%) as the pandemic and containment measures disproportionately affected domestic consumer-oriented industries. Operational and mobility restrictions, on top of subdued consumer sentiments led to weaker spending and business activities in the wholesale and retail trade, as well as real estate and business services sub-sectors.

Nonetheless, the exemption of the Sales and Services Tax (SST) on passenger cars spurred a strong recovery in motor vehicle sales in the second half of 2020 and partially mitigated this contraction. In addition, international border and mobility restrictions significantly disrupted tourism activity in Malaysia. This in turn affected its key services such as the food and beverage and accommodation sub-sectors, as well as air travel. Meanwhile, the finance and insurance sub-sector recorded positive growth for the year with sustained net interest income amid loan and deposit growth in the second half of 2020, despite higher credit costs and losses from loan modifications.

(Source: Economic and Monetary Review 2020, Bank Negara Malaysia)

The subsector is projected to expand by 6.2% in 2021, following aggressive branding and digital marketing for health tourism in targeted countries, such as Cambodia, China, Indonesia and Myanmar. The GOM services subsector is projected to maintain its expansion by 4% in 2020 and 3.7% in 2021.

(Source: Economic Outlook 2021, Ministry of Finance Malaysia)

5.3 Healthcare Related Businesses' prospects to MYEG Group

The provision and distribution of healthcare related products and services during the COVID-19 pandemic represents a timely opportunity for MYEG Group to diversify and expand its current services/product offerings to include Healthcare Related Businesses. MYEG Group would be able to leverage on its existing branding, online platforms/channels and userbase, to market its healthcare related products and services. MYEG Group is optimistic about the products and services being offered by its Healthcare Related Businesses as these products and services represent the essentials required by the Malaysian public, particularly during the COVID-19 pandemic.

MYEG Group is also continuously exploring other healthcare related businesses or investment opportunities. The relevant announcement and/or shareholders' approval will be made/sought as and when such healthcare related businesses or investment opportunities are confirmed.

The Board believes that barring unforeseen circumstances, MYEG Group's proposed venture into Healthcare Related Businesses should bode well and improve its financial performance moving forward.

(Source: The Board and management of MYEG)

6. RISK FACTORS

The Proposed Diversification involves MYEG Group diversifying into the provision of healthcare related products and services and hence MYEG Group will be exposed to the challenges and risks inherent the healthcare related industry which it was not previously exposed to.

The risks relating to the Proposed Diversification includes, but not limited to the following:-

(i) Laws, regulation, economic and political condition

The products and services to be distributed by MYEG Group for its Healthcare Related Businesses require registrations and approvals of Ministry of Health and/or other relevant authorities. Upon registration or relevant approval being obtained, the Group must also ensure strict compliance with all conditions imposed in order for MYEG Group to continue the distribution of such products and services.

There can be no assurance that MYEG Group will be able to register or obtain the approval from the relevant authorities, for its new products and services. There can also be no assurance that MYEG Group will be able to retain any of the approval or registration, or renew them in a timely manner. In the event that MYEG Group is not able to obtain such registration or approval, or such registration or approval are revoked or expired, the operations and financial performance of MYEG Group could be materially affected.

MYEG Group has rolled out several SOPs and endeavours to ensure strict compliance practices to avoid any non-compliance or breach in relation to the registrations or approvals obtained.

In addition, any adverse developments in political, economic, market, interest rate, taxation, regulatory and social conditions could also materially affect the Group's development of its Healthcare Related Businesses. These include, amongst others, political instability, economic downturn and governmental policies. For instance, the commercialisation of Zhifei's COVID-19 Vaccine in Malaysia is dependent on the GOM's policy on the vaccination programme in Malaysia.

The Group seeks to manage such risks by monitoring the operating environments and reviewing business strategies in response to any major changes. Nevertheless, there can be no assurance that any changes to the political, regulatory and economics conditions would not have an adverse impact on MYEG Group's operations and financial performance.

(ii) No prior experience in healthcare industry

MYEG Group has no prior experience in the healthcare industry. With the Proposed Diversification, the Group will be subject to challenges and risks inherent to the healthcare industry. These include, amongst others, fluctuations in the changes in general economic and business conditions, and government regulation on the healthcare industry.

The Group will seek to limit these risks through leveraging on the experience, business acumen, competencies and skills of its directors and key management and the professionals/advisors/consultants appointed (as mentioned in Section 3 above) to provide necessary expertise and knowledge in the Healthcare Related Businesses. Failure to identify and recruit staffs with the relevant experience or failure to anticipate/respond to changes in the industry may have an adverse impact on MYEG Group's operations. The Group will use its best endeavor to reduce its dependency on particular key personnel by grooming other employees to complement the management team.

(iii) Dependence on cooperation with external parties

MYEG Group's venture into the healthcare industry has thus far been via collaboration with external parties such as Rubin (distribution of Diagnostic Kits for COVID-19), Zhifei (vaccine distribution) and independent hoteliers (provision of quarantine facilities and services). Whilst MYEG Group may have plans to eventually undertake future healthcare related ventures on its own, MYEG Group is currently reliant on collaborations to provide and distribute healthcare related products and services.

There can be no assurance that MYEG Group, without cooperation with external parties would be able to continue providing and distributing healthcare related products and services. In the event any existing collaboration is terminated or any potential collaboration does not materialise, such loss of cooperation without a suitable and timely replacement will adversely affect MYEG Group's operations and financial performance. MYEG Group will constantly seek for collaboration with external parties to continue providing and distributing healthcare related products and services whenever an opportunity arises.

(iv) Competition risk in the healthcare industry

MYEG Group will face competition from both new entrants and established players in the healthcare industry. Whilst the prevailing COVID-19 pandemic provides an opportune time for MYEG Group to venture into the healthcare industry, many other new entrants are also capitalising on the pandemic to venture into the healthcare industry. Compared to the existing healthcare player, MYEG Group may also encounter disadvantages as a new entrant in the industry as it lacks the relevant track record and brand name as compared to the existing players whom enjoy the privilege of their established brand names and reputation in the industry.

MYEG Group's competitiveness will depend on, amongst others, collaboration and partnership with external parties, its technical expertise, industry know-how, marketing strategy and ability to provide the suitable healthcare products and services to meet the needs of the target markets. Whilst MYEG Group may be able to leverage on its existing branding, online platforms/channels and user base to market its healthcare related products and services, its success will depend on the suitability and demand of its products and services at the material point in time, which will continuously be subject to new developments as well as changes in market demands. There can be no assurance that MYEG Group will be able to anticipate such new developments or respond to the changes in market demands.

(v) Foreign exchange ("Forex") risks

In view that some of the healthcare related products being/to be provided by MYEG Group are sourced/being sourced from other countries, MYEG Group will be exposed to Forex risks. There can be no assurance that any unfavourable Forex conditions will not have a material adverse impact on MYEG Group's financial performance.

Although the Group does not have a formal hedging policy, it will continue to monitor its exposure to Forex fluctuation and will consider hedging any material Forex exposure if deemed necessary.

7. EFFECTS OF THE PROPOSALS

The Proposed Diversification will not have any effect on the Company's issued share capital, gearing and substantial shareholders' shareholdings, but is expected to contribute positively to MYEG Group's future NA, NA per Share, earnings and earnings per Share going forward.

For illustrative purposes, the effects of the Proposed Bonus Issue shall be based on 3,671,929,737 MYEG Shares (including the Treasury Shares) as at LPD and the following scenarios:-

(i) Minimum Scenario

- Assuming no further Placement Shares are issued prior to the Entitlement Date for the Proposed Bonus Issue; and
- Assuming no new MYEG Shares are issued pursuant to the exercise of ESOS Options prior to the Entitlement Date for the Proposed Bonus Issue.

(ii) Maximum Scenario

- Assuming 100,000,000 Placement Shares are issued pursuant to the Private Placement prior to the Entitlement Date for the Proposed Bonus Issue; and
- Assuming 377,192,973 ESOS Options were granted and exercised into new MYEG Shares prior to the Entitlement Date for the Proposed Bonus Issue.

7.1 Issued share capital

The proforma effects of the Proposed Bonus Issue on the issued share capital of the Company are as follows:-

	Minimum Scenario		**Maximum Scenario**	
MYEG	**Number of Shares**	**(RM)**	**Number of Shares**	**(RM)**
Issued share capital as at LPD (including 59,164,700 Treasury Shares)	3,671,929,737	638,778,992	3,671,929,737	638,778,992
To be issued pursuant to:-				
- Private Placement	-	-	100,000,000	190,000,000*(1)*
- Exercise of ESOS Options	-	-	377,192,973	716,666,649*(2)*
	3,671,929,737	638,778,992	4,149,122,710	1,545,445,641
To be issued pursuant to:-				
Proposed Bonus Issue	3,671,929,737	-	4,149,122,710	-
Enlarged share capital	**7,343,859,474**	**638,778,992**	**8,298,245,420**	**1,545,445,641**

Notes:-

(1) Assuming all 100,000,000 Placement Shares are issued at the indicative issue price of RM1.90 each, which represents a discount of approximately 5.0% to the 5-day VWAP of MYEG Shares up to and including the LPD of RM2.00 per MYEG Share.

(2) Assuming all 377,192,973 ESOS Options are fully granted and exercised at the indicative issue price of RM1.90 each, which represents a discount of approximately 5.0% to the 5-day VWAP of MYEG Shares up to and including the LPD of RM2.00 per MYEG Share.

7.2 NA, NA per Share and gearing

The Proposed Diversification is not expected to have any material effect on the NA, NA per share and gearing of MYEG Group for the FY 31 December 2021. Future contribution from its Healthcare Related Businesses may have a positive impact on the Group's NA and NA per Share. The Group's gearing will increase if MYEG Group incurs debt to finance its working capital for the Healthcare Related Businesses.

The proforma effects of the Proposed Bonus Issue on the NA, NA per Share and gearing of the Company based on the audited consolidated financial statement of MYEG as at 31 December 2019 are as follows:-

Minimum Scenario

	Audited as at 31 December 2019	(I) Subsequent events up to LPD[1]	(II) After (I) and Proposed Bonus Issue
	(RM'000)	**(RM'000)**	**(RM'000)**
Issued share capital	360,630	638,779	638,779
(Less) Treasury shares	(144,743)	(71,405)	(71,405)
Fair value reserve	6,401	6,401	6,401
Foreign exchange translation reserve	38	38	38
Retained earnings	490,606	490,606	490,306[2]
Shareholder's equity / NA	**712,932**	**1,064,419**	**1,064,119**
Non-controlling interest	(4,937)	(4,937)	(4,937)
Total Equity	**707,995**	**1,059,482**	**1,059,182**
Number of MYEG shares in issue (excluding treasury shares) ('000)	3,466,141	3,612,765[3]	7,225,530[4]
NA per Share (sen)	20.57	29.46	14.73
Total Borrowings	185,697	185,697	185,697
Gearing (times)	0.26	0.18	0.18

Notes:-

(1) Subsequent events comprise:-

(a) the listing of 12,500,000 MYEG Shares at an issue price of RM1.20 each on 7 July 2020 in relation to the acquisition of 10% equity interest in S5 Holdings Inc. by MY E.G. Capital Sdn Bhd, a wholly-owned subsidiary of MYEG, for a total consideration of RM90.0 million, which was satisfied via a combination of cash and issuance of MYEG Shares (the acquisition of 10% equity interest in S5 Holdings Inc. by MY E.G. Capital Sdn Bhd had been completed on 7 July 2020);

(b) *the listing of 36,549,480 MYEG Shares at an issue price of RM1.28 each on 6 November 2020 in relation to the dividend reinvestment plan applicable to the final dividend of 2 sen per MYEG Share for the FP 31 December 2019;*

(c) *the listing of 9,074,264 MYEG Shares at an issue price of RM1.28 each on 6 November 2020 in relation to the dividend reinvestment plan applicable to the first interim single-tier dividend of 0.5 sen per MYEG Share for the FY 31 December 2020;*

(d) *the listing of 120,000,000 MYEG Shares at an issue price of RM1.80 each on 17 December 2020 pursuant to the Private Placement;*

(e) *cancellation of 12,500,000 and 100,000,000 treasury shares on 3 July 2020 and 17 December 2020 respectively; and*

(f) *a total of 31,499,600 MYEG Shares were bought back by MYEG from 1 January 2020 up to LPD, and retained as part of the Treasury Shares.*

(2) *After deducting the estimated expenses of RM300,000 for the Proposed Bonus Issue and Proposed Diversification.*

(3) *Excluding Treasury Shares.*

(4) *Excluding 118,329,400 MYEG Shares held as treasury shares.*

Maximum Scenario

		(I)	(II)	(III)	(IV)
	Audited as at 31 December 2019	**Subsequent events up to the LPD**[(1)]	**After (I) and assuming all Placement Shares are issued**	**After (II) and assuming all ESOS Options are granted and exercised**	**After (III) and Proposed Bonus Issue**
	(RM'000)	**(RM'000)**	**(RM'000)**	**(RM'000)**	**(RM'000)**
Issued share capital	360,630	638,779	828,779[(2)]	1,884,919[(3)]	1,884,919
(Less) Treasury shares	(144,743)	(71,405)	(71,405)	(71,405)	(71,405)
Fair value reserve	6,401	6,401	6,401	6,401	6,401
Foreign exchange translation reserve	38	38	38	38	38
Retained earnings	490,606	490,606	490,606	151,132[(3)]	150,832[(4)]
Shareholder's equity / NA	**712,932**	**1,064,419**	**1,254,419**	**1,971,085**	**1,970,785**
Non-controlling interest	(4,937)	(4,937)	(4,937)	(4,937)	(4,937)
Total Equity	**707,995**	**1,059,482**	**1,249,482**	**1,966,148**	**1,965,848**
Number of MYEG shares in issue (excluding treasury shares) ('000)	3,466,141	3,612,765[(5)]	3,712,765[(5)]	4,089,958[(5)]	8,179,916[(6)]
NA per Share (sen)	20.57	29.46	33.79	48.19	24.09
Total Borrowings	185,697	185,697	185,697	185,697	185,697
Gearing (times)	0.26	0.18	0.15	0.09	0.09

Notes:-

(1) Subsequent events comprise:-

(a) the listing of 12,500,000 MYEG Shares at an issue price of RM1.20 each on 7 July 2020 in relation to the acquisition of 10% equity interest in S5 Holdings Inc. by MY E.G. Capital Sdn Bhd, a wholly-owned subsidiary of MYEG, for a total consideration of RM90.0 million, which was satisfied via a combination of cash and issuance of MYEG Shares (the acquisition of 10% equity interest in S5 Holdings Inc. by MY E.G. Capital Sdn Bhd had been completed on 7 July 2020);

(b) the listing of 36,549,480 MYEG Shares at an issue price of RM1.28 each on 6 November 2020 in relation to the dividend reinvestment plan applicable to the final dividend of 2 sen per MYEG Share for the FP 31 December 2019;

(c) the listing of 9,074,264 MYEG Shares at an issue price of RM1.28 each on 6 November 2020 in relation to the dividend reinvestment plan applicable to the first interim single-tier dividend of 0.5 sen per MYEG Share for the FY 31 December 2020;

(d) the listing of 120,000,000 MYEG Shares at an issue price of RM1.80 each on 17 December 2020 pursuant to the Private Placement;

(e) cancellation of 12,500,000 and 100,000,000 treasury shares on 3 July 2020 and 17 December 2020; and

(f) a total of 31,499,600 MYEG Shares were bought back by MYEG from 1 January 2020 up to LPD, and retained as part of the Treasury Shares.

(2) Assuming all 100,000,000 Placement Shares are issued at the indicative price of RM1.90 each, which represents a discount of approximately 5.0% to the 5-day VWAP of MYEG Shares up to and including the LPD of RM2.00 per MYEG Share.

(3) Assuming all 377,192,973 ESOS Options are fully granted and issued at the indicative price of RM1.90 each, which represents a discount of approximately 5.0% to the 5-day VWAP of MYEG Shares up to and including the LPD of RM2.00 per MYEG Share, and the fair value per ESOS Option of RM0.90.

(4) After deducting the estimated expenses of RM300,000 for the Proposed Bonus Issue and Proposed Diversification.

(5) Excluding Treasury Shares.

(6) Excluding 118,329,400 MYEG Shares held as treasury shares.

7.3 Substantial shareholders' shareholdings

The Proposed Bonus Issue will not have any effect on the percentage shareholdings of the substantial shareholders of MYEG as the Bonus Shares will be allotted on a pro-rata basis to all the shareholders of the Company.

Based on the Register of Substantial Shareholder as at LPD, the proforma effects of the Proposed Bonus Issue on the substantial shareholders' shareholdings of MYEG are as follows:-

<u>Minimum Scenario</u>

	As at LPD				After Proposed Bonus Issue			
	Direct		Indirect		Direct		Indirect	
Substantial Shareholders	**No. of Shares ('000)**	**%**	**No. of Shares ('000)**	**%**	**No. of Shares ('000)**	**%**	**No. of Shares ('000)**	**%**
Wong Thean Soon	394,139	10.91	740,855	20.51[(1)]	788,279	10.91	1,481,710	20.51[(1)]
Asia Internet Holdings Sdn Bhd	740,855	20.51	-	-	1,481,710	20.51	-	-
Employees Provident Fund Board	264,187	7.31	-	-	528,374	7.31	-	-
Kumpulan Wang Persaraan (Diperbadankan)	187,047	5.18	40,923	1.13[(2)]	374,094	5.18	81,846	1.13[(2)]

Notes:-

(1) Deemed interested by virtue of his substantial shareholdings in Asia Internet Holdings Sdn Bhd pursuant to Section 8 of the Act.

(2) Deemed interested via Kumpulan Wang Persaraan (Diperbadankan)'s fund manager.

Maximum Scenario

Substantial Shareholders	As at LPD				(I) Assuming all Placement Shares are issued and all ESOS Options are granted and exercised[1]			
	Direct		Indirect		Direct		Indirect	
	No. of Shares ('000)	%	No. of Shares ('000)	%	No. of Shares ('000)	%	No. of Shares ('000)	%
Wong Thean Soon	394,139	10.91	740,855	20.51[2]	394,139	9.64	740,855	18.11[2]
Asia Internet Holdings Sdn Bhd	740,855	20.51	-	-	740,855	18.11	-	-
Employees Provident Fund Board	264,187	7.31	-	-	264,187	6.46	-	-
Kumpulan Wang Persaraan (Diperbadankan)	187,047	5.18	40,923	1.13[3]	187,047	4.57	40,923	1.00[3]

Substantial Shareholders	(II) After (I) and Proposed Bonus Issue			
	Direct		Indirect	
	No. of Shares ('000)	%	No. of Shares ('000)	%
Wong Thean Soon	788,279	9.64	1,481,710	18.11[2]
Asia Internet Holdings Sdn Bhd	1,481,710	18.11	-	-
Employees Provident Fund Board	528,374	6.46	-	-
Kumpulan Wang Persaraan (Diperbadankan)	374,094	4.57	81,846	1.00[3]

Notes:-

(1) Assuming none of the ESOS Options are granted to Wong Thean Soon, the Group Managing Director of MYEG.

(2) Deemed interested by virtue of his substantial shareholdings in Asia Internet Holdings Sdn Bhd pursuant to Section 8 of the Act.

(3) Deemed interested via Kumpulan Wang Persaraan (Diperbadankan)'s fund manager.

7.4 Earnings and EPS

The Proposed Diversification is not expected to have any material effect on MYEG Group's earnings and EPS for the FY 31 December 2021 but is expected to contribute positively to MYEG Group's future earnings and EPS.

The Proposed Bonus Issue is not expected to have any effect on the consolidated earnings of MYEG for the FY 31 December 2021, save for the corresponding dilution in the EPS of MYEG as a result of the increase in the number of MYEG Shares in issue pursuant to the Proposed Bonus Issue.

7.5 Convertible securities

As at LPD, MYEG does not have any convertible securities in issue.

8. HISTORICAL SHARE PRICES

The monthly highest and lowest market prices of MYEG as traded on the Main Market of Bursa Securities for the past 12 months from May 2020 to April 2021 are as follows:

	High	**Low**
	RM	**RM**
2020		
May	1.53	1.22
June	1.57	1.20
July	1.61	1.30
August	1.53	1.30
September	1.50	1.24
October	1.48	1.29
November	1.66	1.33
December	2.19	1.60
2021		
January	2.00	1.70
February	2.25	1.83
March	2.27	1.92
April	2.02	1.95

The last transacted market price of MYEG Shares on 15 March 2021 (being the last trading day prior to the announcement of the Proposals)	1.97
The last transacted market price of MYEG Shares as at LPD	2.00

9. APPROVALS REQUIRED

The Proposals are conditional upon the following approvals being obtained:-

(i) Bursa Securities for the listing of and quotation for the Bonus Shares obtained vide its letter dated 7 May 2021 and subject to the following conditions:-

(a) MYEG and AmInvestment Bank must fully comply with the relevant provisions under the Listing Requirements pertaining to the implementation of the Proposed Bonus Issue;

(b) MYEG and AmInvestment Bank to inform Bursa Securities upon completion of the Proposed Bonus Issue;

(c) MYEG to furnish Bursa Securities with a written confirmation of its compliance with the terms and conditions of Bursa Securities' approval once the Proposed Bonus Issue is completed; and

(d) MYEG and AmInvestment Bank are required to make the relevant announcements in accordance with Paragraph 6.35(2)(a)&(b) and 6.35(4) of the Listing Requirements for the Proposed Bonus Issue.

(ii) shareholders of MYEG at the forthcoming EGM to be convened; and

(iii) any other relevant authorities (where applicable).

10. CONDITIONALITY OF THE PROPOSALS

The Proposed Bonus Issue and Proposed Diversification are not inter-conditional. The Proposals are not conditional upon any other corporate proposal undertaken or to be undertaken by the Company.

11. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED TO THEM

11.1 Proposed Bonus Issue

None of the Directors, major shareholders and/or chief executive of the Company and/or persons connected to them have any interest, either direct or indirect, in the Proposed Bonus Issue, save for their respective entitlements as shareholders of the Company, which the Bonus Shares are also available to all other shareholders of the Company.

11.2 Proposed Diversification

None of the Directors, major shareholders and/or chief executive of the Company and/or persons connected to them have any interest, either direct or indirect, in the Proposed Diversification.

12. DIRECTORS' STATEMENT AND RECOMMENDATION

The Board having considered all aspects of the Proposals, including the rationale as set out in Section 4 of Part A of this Circular, is of the opinion that the Proposals are in the best interest of the Company.

Accordingly, the Board recommends that the shareholders of MYEG vote in favour of the resolutions pertaining to the Proposals to be tabled at the forthcoming EGM.

13. CORPORATE EXERCISES ANNOUNCED BUT PENDING COMPLETION

As at the date of this Circular, save for the Proposed Bonus Issue, Proposed Diversification, Proposed Amendment (as disclosed in Part B of this Circular), and Private Placement (as disclosed in Section 2 of Part A of this Circular), there are no outstanding corporate exercises/schemes or proposals that have been announced by MYEG which are pending completion prior to the issuance of this Circular.

14. ESTIMATED TIMEFRAME FOR COMPLETION

Barring any unforeseen circumstances and subject to all the required approvals being obtained from the relevant authorities and/or parties, the Proposed Diversification will take effect immediately upon obtaining MYEG shareholders' approval at the forthcoming EGM to be convened and the Proposed Bonus Issue is expected to be completed in the 2nd quarter of 2021.

The tentative timetable for the implementation of the Proposed Bonus Issue is as follows:-

Date	Events
3 June 2021	- EGM
Mid June 2021	- Announcement of Entitlement Date for Proposed Bonus Issue
End June 2021	- Entitlement Date - Listing of and quotation for the Bonus Shares

15. EGM

The EGM, the notice of which is enclosed in this Circular, is to be held as a virtual meeting through live streaming and online remote voting using RPV facilities via Vote2U at *https://web.vote2u.app* from the Broadcast Venue on Thursday, 3 June 2021 at 11.00 a.m. or at any adjournment thereof, for the purposes of considering and if thought fit, passing the resolutions as set out in the Notice of EGM to give effect to the Proposals.

You are entitled to attend, participate and vote remotely at the EGM using RPV facilities via Vote2U at *https://web.vote2u.app*. If you are unable to attend and vote remotely at the EGM, you are entitled to appoint proxy(ies) by completing and lodging the Proxy Form enclosed this Circular in accordance with the instructions therein 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 set for holding the EGM or at any adjournment thereof.

Alternatively, individual shareholders may choose to submit the electronic Proxy Form ("**e-Proxy Form**") using RPV facilities electronically via Vote2U at *https://web.vote2u.app*, not less than forty-eight (48) hours before the time set for holding the EGM or at any adjournment thereof. The lodging of the Proxy Form / e-Proxy Form will not preclude you from attending, participating and voting remotely in person at the EGM should you subsequently wish to do so, but if you do, your proxy or proxies shall be precluded from attending the EGM. Please refer to the Administrative Guide for Shareholders for further information on electronic submission.

16. FURTHER INFORMATION

Shareholders are advised to refer to the attached appendices for further information.

Yours faithfully
For and on behalf of the Board
MY E.G. SERVICES BERHAD

DATO' DR NORRAESAH BINTI HAJI MOHAMAD
Executive Chairman

PART B

LETTER TO SHAREHOLDERS IN RELATION TO THE PROPOSED AMENDMENT

www.myeg.com.my

MY E.G. SERVICES BERHAD

Registration No.: 200001003034 (505639-K)
(Incorporated in Malaysia)

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

12 May 2021

Board of Directors

Dato' Dr Norraesah Binti Haji Mohamad	(Executive Chairman)
Wong Thean Soon	(Group Managing Director)
Tan Sri Dato' Dr Muhammad Rais Bin Abdul Karim	(Independent Non-Executive Director)
Datuk Mohd Jimmy Wong Bin Abdullah	(Independent Non-Executive Director)
Wong Kok Chau	(Independent Non-Executive Director)
Dato' Sri Mohd Mokhtar Bin Mohd Shariff	(Independent Non-Executive Director)

To: The Shareholders of MY E.G. Services Berhad

Dear Sir/Madam,

PROPOSED AMENDMENT

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1. INTRODUCTION

On 16 March 2021, the Company announced to Bursa Securities that MYEG intends to seek shareholders' approval on the Proposed Amendment to provide greater clarity, enhance administrative efficiency as well as to ensure consistency with the guidelines which may be issued by the regulators from time to time.

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 on the special resolution pertaining to the Proposed Amendment to be tabled at the Company's forthcoming EGM. The Notice of EGM and Proxy Form are enclosed in this Circular.

Shareholders are advised to read and carefully consider the contents of part B of this Circular together with the appendices contained herein before voting on the special resolution pertaining to the Proposed Amendment to be tabled at the Company's forthcoming EGM.

2. DETAILS AND RATIONALE FOR THE PROPOSED AMENDMENT

The details of the Proposed Amendment are listed in the Appendix II of this Circular. The purpose of the Proposed Amendment is to ensure that MYEG's Constitution provides greater clarity, enhance administrative efficiency as well as to remove any existing conditions, restrictions or limitations which may be the subject of prevailing exemptions prescribed by regulators arising from exceptional circumstances. Besides that, the Proposed Amendment will also allow the Company to comply with the relevant statutory requirements so as to update in accordance to the latest development of governance.

3. APPROVALS REQUIRED

The Proposed Amendment is subject to the approval of the shareholders of MYEG at the forthcoming EGM to be convened. Save and except for the approval of MYEG's shareholders, there are no other approvals required for the Proposed Amendment.

4. EFFECTS OF THE PROPOSED AMENDMENT

The Proposed Amendment will not have any effect on the Company's issued share capital, NA, NA per Share, gearing, earnings, EPS and substantial shareholders' shareholding.

5. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED TO THEM

None of the Directors, major shareholders and/or chief executive of the Company and/or persons connected to them have any interests, either direct or indirect, in the Proposed Amendment.

6. DIRECTORS' STATEMENT AND RECOMMENDATION

The Board, having considered all aspects of the Proposed Amendment, including the rationale, is of the opinion that the Proposed Amendment is in the best interest of the Company. As such, the Board recommends the shareholders of MYEG to vote in favour of the special resolution in respect thereof to be tabled at the forthcoming EGM.

7. EGM

The EGM, the notice of which is enclosed in this Circular, is to be held as a virtual meeting through live streaming and online remote voting using RPV facilities via Vote2U at *https://web.vote2u.app* from the Broadcast Venue on Thursday, 3 June 2021 at 11.00 a.m. or at any adjournment thereof, for the purposes of considering and if thought fit, passing the resolutions as set out in the Notice of EGM to give effect to the Proposed Amendment.

You are entitled to attend, participate and vote remotely at the EGM using RPV facilities via Vote2U at *https://web.vote2u.app*. If you are unable to attend and vote remotely at the EGM, you are entitled to appoint proxy(ies) by completing and lodging the Proxy Form enclosed in this Circular in accordance with the instructions therein 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 set for holding the EGM or at any adjournment thereof.

Alternatively, individual shareholders may submit the electronic Proxy Form ("**e-Proxy Form**") using RPV facilities via Vote2U at *https://web.vote2u.app*, not less than forty-eight (48) hours before the time set for holding the EGM or at any adjournment thereof. The lodgement of the Proxy Form / e-Proxy Form will not preclude you from attending, participating and voting remotely in person at the EGM should you subsequently wish to do so, but if you do, your proxy or proxies shall be precluded from attending the EGM. Please refer to the Administrative Guide for Shareholders for further information on electronic submission.

8. FURTHER INFORMATION

Shareholders are advised to refer to the enclosed Appendix II of this Circular for the Proposed Amendment to be adopted by MYEG for further information.

Yours faithfully
for and on behalf of the Board of Directors of
MY E.G. SERVICES BERHAD

DATO' DR NORRAESAH BINTI HAJI MOHAMAD
Executive Chairman

1. RESPONSIBILITY STATEMENT

Part A and Part B of this Circular have been seen and approved by the Board, and they collectively and individually accept full responsibility for the completeness and accuracy of the information contained herein and confirm that, after making all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement herein misleading.

2. CONSENT AND DECLARATION OF CONFLICT OF INTEREST

AmInvestment Bank, being the Principal Adviser for the Proposed Bonus Issue and Proposed Diversification, has given and has not subsequently withdrawn its written consent for the inclusion in Part A of this Circular of its names, reports and/or letters (where applicable) and all references thereto in the form and context in which it appears in Part A of this Circular.

AmInvestment Bank has given its written confirmation that it is not aware of any conflict of interest which exists or is likely to exist in its capacity as the Principal Adviser in respect of the Proposed Bonus Issue and Proposed Diversification.

AmInvestment Bank, its related and associated companies, as well as its holding company, AMMB Holdings Berhad and the subsidiaries and associated companies of its holding company (“**AmBank Group**”) form a diversified financial group and are engaged in a wide range of investment and commercial banking, brokerage, securities trading, asset and funds management and credit transaction service businesses.

In the ordinary course of their businesses, any member of AmBank Group may at any time extend services to any company as well as hold long or short positions, and trade or otherwise effect transactions, for its own account or the account of its other clients, in debt or equity securities or senior loans of any company. Accordingly, there may be situations where parts of the AmBank Group and/or its clients now have or in the future, may have interests or take actions that may conflict with the interests of MYEG Group.

As at LPD, AmBank Group has extended credit facilities of approximately RM99.0 million to MYEG Group.

AmInvestment Bank is of the view that its role as the Principal Adviser for the Proposed Bonus Issue and Proposed Diversification are not likely to result in a conflict of interest or potential conflict of interest situation for the following reasons:-

(i) AmInvestment Bank’s role in the Proposed Bonus Issue and Proposed Diversification are undertaken in the ordinary course of business; and

(ii) AmInvestment Bank undertakes each of its roles on an arm’s length basis and its conduct is regulated by Bank Negara Malaysia and the Securities Commission Malaysia and governed under, inter alia, the Financial Services Act 2013, the Capital Markets and Services Act 2007, and AmBank Group’s Chinese Wall policy and internal controls and checks.

Premised on the above, AmInvestment Bank confirms that it is not aware of any conflict of interest which exist or is likely to exist in its capacity as the Principal Adviser in respect of the Proposed Bonus Issue and Proposed Diversification.

3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at LPD, the Group is not engaged in any material litigation, claim or arbitration either as plaintiff or defendant and the Board is not aware of any proceedings pending or threatened against the Group, or any fact likely to give rise to any proceeding which might materially and adversely affect the financial position or business of the Group.

4. MATERIAL COMMITMENTS

There are no material commitments incurred or known to be incurred by the Group as at LPD, which upon becoming due or enforceable, may have a material impact on the financial position or business of the Group.

5. CONTINGENT LIABILITIES

There are no contingent liabilities incurred or known to be incurred by the Group as at LPD, which upon becoming due or enforceable, may have a material impact on the financial position or business of the Group.

6. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the Registered Office of MYEG at 12th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200, Petaling Jaya, Selangor Darul Ehsan, Malaysia during normal business hours between Monday to Friday (except public holidays) from the date of this Circular up to the time fixed for the holding of the EGM:-

(i) Constitution of MYEG;

(ii) Audited consolidated financial statements of MYEG for the past two (2) financial years up to FP 31 December 2019 and the latest unaudited financial statements of MYEG for the 12-months FY 31 December 2020;

(iii) Letter of consent and declaration of conflict of interest referred to in Section 2 of this Appendix I;

(iv) Rubin Agreement referred to in Section 3.1.3 of Part A of this Circular; and

(v) Zhifei Agreement referred to in Section 3.2 of Part A of this Circular.

Clause No.	Matters	Existing Provisions	Proposed Amendments
2	-	The registered office of the Company will be situated in Malaysia.	The registered office of the Company ~~will~~ **is** ~~be~~ situated in Malaysia.
3	**Objects**	The objects for which the Company is established are: - (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. (2) To provide technical, management, operation, consulting services and advices in the development and implementation of the Electronic Government services projects and solutions which include but not limited to training and support of the use of electronic communications devices, computers and the internet to provide public services to citizens and other persons. (3) To carry on all or any business of importers, exporters, buyers, distributors, wholesalers, retailers, suppliers, dealers and agents of all kinds of office equipment including computer systems, data processing equipments, and their accessories, spare parts, media, relevant documentations and all other associated components and peripherals. (4) To acquire and hold for investment, land, house, dwelling places, and buildings, of any kind and description, shares, stocks, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company, private undertaking, syndicate or persons	~~The objects for which the Company is established are~~ **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 within and outside Malaysia 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**:- (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~~ **within and outside of** 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. (2) To provide technical, management, operation, consulting services and advices in the development and implementation of the Electronic Government services projects and solutions which include but not limited to training and support of the use of **E**~~e~~lectronic **C**~~c~~ommunications devices, computers and the internet to provide public services to citizens and other persons. (3) To carry on all or any business of importers, exporters, buyers, distributors, wholesalers, retailers, suppliers, dealers and agents of all kinds of office equipment including computer systems, data processing equipment~~s~~, and their accessories,

		constituted to be carrying on business in Malaysia or elsewhere, or any government, sovereign ruler, commissioners, public body or authority supreme, municipal, local or otherwise, and to acquire any such shares, stocks, debentures, debenture stocks, bonds obligations or securities by original subscription, tender purchase, transfer, charge or otherwise and to exercise and generally to enforce all rights and powers conferred or incidental to the ownership thereof, and to sell, transfer, exchange or otherwise dispose of the same. (5) To carry on the business of garage keepers and suppliers of and dealers in plants, electricity and other motive power to motor and other things. (6) To enter into any contracts in relation to and to erect, construct, maintain, make, operate, own, alter, repair, pull down and restore either alone or jointly with any other companies or persons, works of all descriptions including wharves, docks, piers, railways, tramways, roads, bridges, warehouses, factories, mill, engines machines, railway carriages and wagons, gas works, electric works, water works, drainage and sewerage works and buildings of very description. (7) To hold share or invest in, and to acquire, lease, promote or sell, and to manage, conduct or undertake the business of management or otherwise howsoever direct the operations of any business, company, corporation, firm of any other whatsoever enterprise, undertaking, or venture, and generally to undertake any of the business of a holding, or management company. (8) To carry or conduct all or any of the business of builders, carpenters, carriers, contractors, decorators, dredges, prospectors jobmasters, quarrymen, quarry proprietors, refiners and smelters, victuallers, agents, dealers, exporters and importers, merchants, makers or manufacturers for or in all goods lines matters and things	spare parts, media, relevant documentations and all other associated components and peripherals. (4) *deleted* (5) *deleted* (6) *deleted* (7) *deleted* (8) *deleted* (9) *deleted* (10) *deleted* (11) *deleted* (12) *deleted* (13) *deleted* (14) *deleted* (15) *deleted* (16) *deleted* (17) *deleted* (18) To provide hotel and lodging **services as well as** facilities and all other kinds of accommodation, **airport and hotel transportation,** guides, safe deposits, inquiry bureaus, libraries, baggage transport and otherwise generally to provide all whatsoever amenities requirements and services convenient, expedient and necessary for persons touring, travelling, holding, develop, promote, operate, manage, work and control holiday resorts and camps, vacation centres and

		including bricks, furniture, hardware, lime, metals, sands, stone, tiles, timber, terra cotta and all other building requisites, estate house or land agents. (9) To alter, construct, equip, operate, and own buildings and erections, mills, offices, vehicles and other property of all every description and type and for all purposes. (10) To carry on business as exporters, importers, cultivators, winners sawmillers, and manufacturers of and dealers and traders in every description of timber, wood and cane, raw, manufactured or partly manufactured goods and articles of any description made entirely or partly of wood, timber or cane or any combination thereof, products and by-products of any descriptions obtained from wood, timber, cane or other forest or plant matter or thing of any whatsoever description, or resulting from the handling, manufacture, or processing of wood, timber, cane or other forest produce, plant matter or thing including coal, charcoal, paper plastics, and other synthetic materials. (11) To carry on the business of manufacturers of and dealers in paper of all kinds, and articles made from paper or pulp, and materials used in the manufacture or treatment of paper, including cardboards, railway and other tickets, mill boards, and wall and ceiling papers and to carry on the business of stationers, lithographers and publishers. (12) To carry on any whatsoever form of business, trade or undertaking whether as principals, agents, sub-agents or consignee, and to deal in any form of produce, matter or thing. (13) To manage, operate and maintain fuel, oil and petrol pumps, stations and retail and wholesale agencies, and garages, service stations, workshops and repair shops.	to arrange, organise and manage tours of all kinds; to arrange, organise and manage, cruises journeys, tours, travels, trips, voyages and expeditions of all kinds, and to promote, organise and manage amusements, carnivals, cinemas, circuses, entertainments, exhibitions, expositions fairs, festivals, playground, theatres, shows, plays, game competitions, contests, races, sports and recreation of all kinds and to provide and manage all whatsoever arenas, courses, courts, fields, gymnasiums halls, pitches, pools, rings, rinks, stadium, tracks and places thereof. (19) *deleted* (20) *deleted* (21) *deleted* (22) *deleted* (23) *deleted* (24) *deleted* (25) *deleted* (26) *deleted* (27) *Deleted* (28) *deleted* (29) *deleted* (30) *deleted* (31) *deleted* (32) *deleted*

		(14) To obtain, procure, take on lease or sublease, exchange or otherwise acquire in any part of the world any concessions, grants, claims, licenses, leases, options, rights or privileges, for any mining objects or purposes or any mines, mining rights or concessions or any metalliferous lands, gravels or rivers, or any lands whatsoever tenure or title containing or supposed to contain tin, precious stones, gold, silver, lead, wolfram, copper, iron, oil, coal, or other valuable products and to explore, work, exercise, develop or otherwise turn to account, deal with or dispose of any concessions, grants, claims, licenses, leases, mines, lands, options, right or privileges and produce thereof. (15) To search for, win, get, work, raise, smelt, calcine, refine, dress, amalgamate, quarry, reduce, wash, crush and prepare for market, manipulate and make merchantable, buy, sell and deal in tin, iron, and other metals, minerals and other substances, precious stones and other produce of any mines or properties, vegetable and other produce and materials and substances of all kinds, and generally to carry on any metallurgical operations which may seem conducive to any of the Company's objects. (16) To construct, maintain, improve, develop, work, control, operate, and manage any waterworks, garages, and petrol, oil, fuel and service stations, gasworks, reservoirs, roads, tramways, electric power, heat and light supply works, telephone works, motels, guest house, rest houses, clubs, restaurants, baths, places of worship, places of amusement, pleasure grounds, parks, gardens, reading rooms, stores, shops, dairies, and other works and conveniences which the Company may think directly or indirectly conducive to these objects, and to contribute or otherwise assist or take part in the construction, maintenance, development, working, control and management thereof.	(33) *deleted* (34) *deleted* (35) *deleted* (36) *deleted* (37) *deleted* (38) *deleted* (39) *deleted* (40) *deleted* (41) *deleted* (42) *deleted* (43) *deleted* (44) *deleted* (45) *deleted* (46) *deleted* (47) *deleted* (48) *deleted* (49) *deleted* (50) *deleted* (51) *deleted*

		(17) To carry on business as tourist and travel agents and contractors, and to facilitate tourism and travelling, and to provide for tourists, travellers, holiday-makers and vacationers, and to promote the provision of all whatsoever amenities, conveniences and facilities including passages, tickets, through tickets, circular tickets, sleeping cars and berths, reserved places, and carriage and transport of all kinds, including the hire of any form or system of transport. (18) To provide hotel and lodging facilities and all other kinds of accommodation, guides, safe deposits, inquiry bureaus, libraries, baggage transport and otherwise generally to provide all whatsoever amenities requirements and services convenient, expedient and necessary for persons touring, travelling, holding, develop, promote, operate, manage, work and control holiday resorts and camps, vacation centres and to arrange, organise and manage tours of all kinds; to arrange, organise and manage, cruises journeys, tours, travels, trips, voyages and expeditions of all kinds, and to promote, organise and manage amusements, carnivals, cinemas, circuses, entertainments, exhibitions, expositions fairs, festivals, playground, theatres, shows, plays, game competitions, contests, races, sports and recreation of all kinds and to provide and manage all whatsoever arenas, courses, courts, fields, gymnasiums halls, pitches, pools, rings, rinks, stadium, tracks and places thereof. (19) To carry on business as dealers and general merchants, exporters, and importers, general agents, and brokers, and to buy, sell manipulate and deal (both wholesale and retail) in commodities of all kinds which can conveniently be dealt with by the Company in connection with any of its objects and to buy, hire, manufacturer, sell, deal and trade in all kinds of merchandise, produce, goods, stores, and to transact any or every description of agency,	(52) To borrow or raise money and to ensure the repayment of any money borrowed, raised or owing in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon, and by mortgage, charge, lien, debentures or debenture stock of and on the whole or any part of the Company's property or assets (both present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or any other person or Company as the case may be. (53) *deleted* (54) *deleted* (55) *deleted* (56) *deleted* (57) **<u>To make contributions and donations and in any other manner to give aid assistance and help to any person, firm, company, association, society or other body or party for any whatsoever object or purpose.</u>** And it is hereby declared that the word "Company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of person whether incorporated or unincorporated, and whether domiciled in Malaysia or elsewhere, and further that the objects specified in each paragraph of this clause shall be regarded as independent objects and accordingly shall, except where otherwise expressed in any paragraph, be in no way limited or restricted by reference to, or inference from the terms of any other paragraph or the name of the Company but may be carried out in as full and ample a manner and construed just as wide a sense as if the said paragraph defined the objects of a separate distinct and independent company.

		commission, commercial development, manufacturing, mercantile and financial business. (20) To carry on the business of planters, farmers and cultivators of and dealers in rubber, oil palm, coconut, gutta percha, jelutong, latex, bearing plants, rice, wheat, oats, cereals, and grains of all kinds, sugar, tea, bananas, coffee, cocoa, spices, pepper, cinchona, cinnamon tobacco gambier, oil palms, cotton, flax, fruit trees, potatoes, root crops, mulberry and other trees for the production of silk, and all kinds of trees and plants. (21) To carry on business as farmers, dairy and poultry farmers and merchants, gaziers, cultivators, storekeepers, printers, newspapers proprietors, cattle breeders, stockmen, provision preservers, exporters and importers, brokers and to transact any and every description of agency, commission, commercial manufacturing, mercantile and financial business. (22) To manufacture, buy, sell, exchange and in any other whatsoever manner deal with, utilise or turn to account any matter, substance or thing including (but without prejudice to the generality of the foregoing) bone, copra, fertiliser, guano, manure, and all agricultural and farm produce. (23) To purchase, take on lease, hire or otherwise acquire, build, construct, erect, equip, maintain, repair, adapt, pull down, demolish, reconstruct, make and manufacture factories, buildings, officers, mills, machinery engines, plant, tools, implements, carts, vehicles, rolling stock, live and dead stocks, stores, appliances, effects and other works, things and property of any kind. (24) To purchase, hire, sell, deal in, construct, equip, maintain, improve, repair, and use motor-cars, motor-lorries, motor-cycles, steam cars, steam wagons, tractors, air-ships, bicycles, carts, carriages, ropeways, cableways, high	

		lead lines, cranes, and all other forms of craft, machine or vehicle, animals or material, either terrestrially, sub-terraneously, or aerially and all tools and parts thereof and all other things proper to be used in connection therewith. (25) To carry on all or any of the business of barge owners, lightermen, stevedores, forwarding agents, and any other form of transport business, ice merchants, refrigerating-storekeeper, warehousemen, wharfingers and general traders. (26) To carry on business of chemist, druggists, drysalters, oil and colourmen and importers, exporters and manufacturers of and dealers in all pharmaceutical, medicinal, chemical, industrial and other preparations, articles and compounds, cements, oils, paints, pigments, and varnishes, drug, dye-ware paint and colour grinders, makers of and dealers in proprietory articles of all kinds and of electrical, chemical, photographical, surgical and scientific apparatus and materials to buy, sell, manufacture, refine, manipulate, and deal in all substances, apparatus, and things capable of being used in any such business as aforesaid or in any way in connection therewith. (27) To apply for purchase or otherwise acquire, use, assign, sell and generally deal in patents, patent-rights, trade-marks, designs, or other exclusive or non-exclusive or limited rights or privileges and to use, develop, grant licenses, and otherwise turn to account the same or any interests thereunder and at pleasure to dispose of the same in any way. (28) To purchase, hire or otherwise acquire any photographic and other apparatus in connection with cinematograph shows, amusement parks, exhibition and all kinds of entertainment business.	

		(29) To aid, finance, subsidise or assist any company, corporation, association, firm or individual with capital, credit, means and resources of engaging in or carrying on any business or transaction which this company is authorised to carry on or be engaged in or any business or transaction capable of being conducted so as directly or indirectly to benefit this company and in particular for the import, export, purchase, sales, lease, letting, dealing in, hiring and letting on hire, under hire-purchase agreements or otherwise of any motor cars or vehicles or any of other articles, goods, wares, merchandises, or things and for the acquisition of taking on leases or hiring of land, buildings, offices, or premises or the prosecution of any works, undertakings, projects or enterprises connected with any of the said businesses or capable of being taken or carried on so as directly or indirectly to benefit this Company. (30) To invest the capital of the Company and make advances on all description of motor vehicles and other goods, wares and merchandise whether on mortgage or bill of sale or assignment and whether subject to hire-purchase agreements or otherwise and to seize, retake, sell, dispose of or repurchase the same and generally to finance the carrying on of the hire-purchase business in all its branches. (31) To transact business as financiers, promoters and financial and monetary agents in any part of the world and for such purposes to establish agencies, and to appoint financial and managing agents and attorneys and to produce the Company to be registered or recognised. (32) To receive money on deposit or to borrow or raise money with or without security, or to secure the payment or repayment of money or the satisfaction, observance or performances of any obligation or liability undertaken or incurred by the Company in such manner as the Company thinks fit and in particular by mortgage or	

		charge upon the undertaking or any part of the undertaking of the Company or upon all or any assets of the Company or by the creation and issue of debentures or debenture stock (perpetual or terminable) charged as aforesaid or constituting or supported by a floating charge upon present and future property including uncalled and called unpaid capital. (33) To lend and advance money or give credit to any person or company; to guarantee and give guarantee or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of moneys lent or advanced to the liabilities incurred by any person or company; and otherwise to assist any person or company. (34) Subject to the provisions of any laws in force to buy and sell foreign currency and exchange and to accept money for remittance to all countries and accept deposit of money on loan at interest or without interest. (35) To carry on business as capitalists, financiers' concessionaires, miners and merchants and guarantee or become liable for the payment of money or for the performance of any obligation and to undertake and carry on and execute all kinds of financial, mining, commercial, trading and other operations and to carry on any other business which may seem to be capable of being carried on in connection with any of these objects or be calculated directly or indirectly to or enhance the value of or facilitate the realisation of or render profitable any of the Company's property or rights. (36) To advance, deposit, or lend money and property, to or with such persons and on such terms as may seem expedient and to discount, buy, sell bills, notes, warrants coupons and other negotiable or transferable documents.	

		(37) To transact and carry on all kinds of agency business and in particular to collect rents and debts and negotiate loans to issue shares, stocks, debenture stocks. (38) To administer trust estate, and the estates of deceased, bankrupt or insolvent persons or the property of companies in liquidation or any other estates liquidation and to undertake the office of trustee, executor, administrator, assignee, inspector, custodian, guardian, treasurer, or any similar office, and to perform and discharge the duties of any such office for commission, or other remuneration, or otherwise. (39) To appoint any persons (whether incorporated or not) to accept and hold in trust for the Company any property belonging to the Company, or in which it is interested and for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trustee or trustees. (40) To promote or assist in the promotion of any company for the purpose of acquiring the undertaking of all or any of the property and undertaking or any of the liabilities of this Company, or of undertaking any business or operation which may seem directly or indirectly likely to assist or benefit this Company, or to enhance the value of any property or business of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to place or guarantee the placing of, underwrite subscribe for, or otherwise acquire all or any part of the shares debentures or debenture stock or securities of any such company and to subsidise or otherwise assist any such company. (41) To purchase or otherwise acquire and undertake the whole or any part of the business, goodwill, assets and liabilities of any person, firm, or company carrying on or proposing to carry on any business which the Company is authorise to carry on or engage in or possessed or	

		property suitable for the purpose of or that may be conducive to the interest of this Company and in particular so that the consideration may be wholly or partly satisfied by the allotment of shares, debentures, debenture stock or securities of the Company. (42) To amalgamate, enter into partnership or any arrangement for sharing profits, union of interest, co-operation, joint venture, reciprocal concession, mutual assistance or otherwise with any person, firm or company, carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorised to carry on or be engaged in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company and to acquire in any manner whatsoever shares and securities of any such company. (43) To subscribe for, take, underwrite, purchase, or otherwise acquire and hold shares, debentures, debenture stock or other interest in or securities of any other company having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company. (44) To purchase, acquire, hold, sell shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority supreme, municipal, local or otherwise, whether at home or abroad. (45) To invest with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.	

		(46) To sell, improve, manage, develop, lease, mortgage, dispose of, exchange, turn to account or otherwise deal with all or any part of the property and rights of the Company. (47) To sell or dispose of all or any of the undertaking and assets of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any company having objects altogether or in part similar to those of this Company. (48) To distribute any property of the Company whether upon a division of profits or a distribution of assets, among the members in specie or otherwise. (49) To enter into any agreement with any governments or authorities, municipal, local or otherwise, that may seem conducive to the Company's objects, or any of them and to obtain from any such governments or authority any rights, privileges and concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions. (50) To carry on any other business whether similar to the foregoing or not which may seem to the Company capable of being conveniently carried on in connection with any of the objects of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights. (51) To draw, make, accept, endorse, discount, execute, and issue promissory note, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.	

		(52) To borrow or raise money and to ensure the repayment of any money borrowed, raised or owing in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise, charged upon, and by mortgage, charge, lien, debentures or debenture stock of and on the whole or any part of the Company's property or assets (both present or future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company or any other person or Company of any obligation undertaken by the Company or any other person or Company as the case may be. (53) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares in or debentures, debenture stock or other securities of the Company or in or about the promotion formation, or business of the Company, or of any other company promoted wholly or in part by this Company. (54) To establish or aid in the establishment to contribute to and to support or guarantee funds, trust, insurance or pension schemes and to make payment of gratuities and to make or enter into any other whatsoever arrangement calculated or likely to benefit any person or persons who are or have any time been employed by the Company or its predecessors in business and the dependants or relatives of such person or persons. (55) To establish and or support to aid in the establishment and or support of and to make donations or subscription to or to subsidise any whatsoever association, fund, institution, place of worship, school, society or any other body. (56) To make contributions and donations and in any other manner to give aid assistance and help to any person,	

		firm, company, association, society or other body or party for whatsoever object or purpose. And it is hereby declared that the word "Company" in this clause except where used in reference to this Company, shall be deemed to include any partnership or other body of person whether incorporated or unincorporated, and whether domiciled in Malaysia or elsewhere, and further that the objects specified in each paragraph of this clause shall be regarded as independent objects and accordingly shall, except where otherwise expressed in any paragraph, be in no way limited or restricted by reference to, or inference from the terms of any other paragraph or the name of the Company but may be carried out in as full and ample a manner and construed just as wide a sense as if the said paragraph defined the objects of a separate distinct and independent company.	
4	-	The Company shall have full capacity and powers to achieve such objects as mentioned above.	*Deleted*
~~5~~**4**	-	The liability of the members is limited.	The liability of the members is limited **to any amount unpaid on the shares held by the members.**
~~6~~**5**	-	The provisions set out in the Companies Act 2016 which may be modified or substituted by the provisions of these clauses shall not apply to the Company, except in so far as the same are repeated or contained in this Constitution.	*No Changes*
~~7~~**6**	**Definition and** Interpretation	In this Constitution, if inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:-	In this Constitution, if inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:-

WORDS	MEANINGS
Act	The Companies Act 2016 and any statutory modification, amendment or re-enactment thereof for the time being in force.
beneficial owner	The ultimate owner of the shares and does not include a nominee of any description.
Bursa Depository	Bursa Malaysia Depository Sdn. Bhd. (Company No. 165570-W) including its successors-in-title.
Clause	Clauses of this Constitution as originally framed or altered from time to time by Special Resolution.
Company	MY E.G. Services Berhad (Company No. 505639-K).
Constitution	This Constitution as originally framed or as altered from time to time by Special Resolution and this "Constitution" means any one of them.
electronic address	Any address or number used for the purpose of sending or receiving documents or information by electronic means.

WORDS	MEANINGS
Act	The Companies Act 2016 and any statutory modification, amendment or re-enactment thereof **and any other legislation** for the time being in force **made thereunder and any written law for the time being in force concerning companies and affecting the Company**.
B~~b~~eneficial **O**~~o~~wner	~~The ultimate owner of the shares and does not include a nominee of any description.~~ **Has the meaning ascribed to it in the Act.**
Bursa Depository	Bursa Malaysia Depository Sdn. Bhd. **[**~~(Company~~ **Registration No. 198701006854** (165570-W)**] including any further change of name and** its successors-in-title.
Business Day	**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.**
Clause	Clause**(s)** of this Constitution as originally framed or altered from time to time by Special Resolution.
Clear days	**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.**

electronic communication	A document or information is sent or supplied by electronic communication if it is sent initially, and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means.	Company	MY E.G. Services Berhad **[**~~(Company~~ **Registration** No. **200001003034** (505639-K)**]**.
electronic form	Document or information sent or supplied in electronic form are those sent by "electronic communication" or by any other means while in an electronic form whereby a recipient of such Documents or information would be able to retain a copy.	Constitution	This Constitution as originally framed or as altered from time to time by Special Resolution ~~and this "Constitution" means any one of them~~.
Exchange	Bursa Malaysia Securities Berhad (Company No. 635998-W) and / or any other Exchange on which the Company is listed.	**E**~~e~~lectronic **A**~~a~~ddress	Any address or number used for the purpose of sending or receiving documents or information by electronic means.
Market Day	A day on which the stock market of the Exchange is open for trading in securities.	**E**~~e~~lectronic **C**~~c~~ommunication	A document or information is sent or supplied by electronic communication if it is sent initially, and received at its destination by means of electronic equipment for the processing (which expression includes digital compression) or storage of data, and entirely transmitted, conveyed and received by wire, by radio, by optical means or by other electromagnetic means.
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 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 Bursa Depository in its capacity as a bare trustee member.	**E**~~e~~lectronic **F**~~f~~orm	Document or information sent or supplied in electronic form are those sent by "**E**~~e~~lectronic **C**~~c~~ommunication" or by any other means while in an electronic form whereby a recipient of such Documents or information would be able to retain a copy.

<table>
<tr><td></td><td></td><td>
<table>
<tr><td>Register</td><td>The register of members to be kept pursuant to the Act, and unless otherwise expressed to the contrary, includes the Record of Depositors.</td></tr>
<tr><td>securities</td><td>As defined in Section 2(1) of the CMSA.</td></tr>
<tr><td>share</td><td>Issued share capital of a corporation and includes stock except where a distinction between stock and shares is expressed or implied.</td></tr>
</table>
Writing shall include printing and lithography and any other mode or modes of representing or reproducing words, symbols or other information which may be displayed in a visible form, whether in a physical document or in an electronic communication or form or otherwise howsoever.
Words importing the singular number only shall include the plural number and vice versa and the masculine shall include the feminine and neuter genders and vice versa.
Words importing persons shall include corporations and companies.
Subject as aforesaid, words or expressions contained in these Clauses shall be interpreted in accordance with the provisions of the Interpretation Acts, 1948 and 1967 of Malaysia, as may be amended from time to time and any re-enactment thereof.
</td><td>
<table>
<tr><td>Exchange</td><td>Bursa Malaysia Securities Berhad <u>[</u>~~(Company~~ <u>Registration No. 200301033577</u> (635998-W)<u>]</u> <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~~ <u>of S</u>~~s~~ecurities.</td></tr>
<tr><td><u>M</u>~~m~~ember</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> ~~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~~ <u>excepts</u> Bursa Depository in its capacity as a bare trustee member.</td></tr>
<tr><td><u>Minister</u></td><td><u>Minister of Finance or the minister for the time being charged with the responsibility for finance.</u></td></tr>
<tr><td>Register <u>or Register of Members</u></td><td>The register of members to be kept pursuant to the Act, and unless otherwise expressed to the contrary, includes the Record of Depositors.</td></tr>
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<table>
<tr><td><ins>S</ins>~~s~~ecurities</td><td>As defined in Section 2(1) of the CMSA.</td></tr>
<tr><td><ins>S</ins>~~s~~hare <ins>or Shares</ins></td><td>Issued share capital of a corporation and includes stock except where a distinction between stock and shares is expressed or implied.</td></tr>
</table>

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words, symbols or other information which may be displayed in a visible form, whether in a physical document or in an <ins>Electronic Form sent by way of an</ins> <ins>E</ins>~~e~~lectronic <ins>C</ins>~~c~~ommunication ~~or form~~ or otherwise howsoever.

Words importing the singular number only shall include the plural number and vice versa and the masculine shall include the feminine and neuter genders and vice versa.

Words importing persons shall include <ins>partnership, firms,</ins> corporations and companies.

<ins>Clear day means 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.</ins>

Subject as aforesaid, words or expressions contained in these Clauses shall be interpreted in accordance with the provisions of the Interpretation Acts, 1948 and 1967 of Malaysia, as amended, modified and supplemented from time to time and any re-enactment thereof <ins>and of the Act and the Listing Requirements</ins>.</td></tr>
<tr><td>~~8~~<ins>7</ins></td><td><ins>Effects of the Listing Requirements</ins></td><td>(a) Notwithstanding anything contained in this Constitution, if the Listing Requirements prohibit an act being done, the act shall not be done.

(b) Nothing contained in this Constitution prevents an act being done that the Listing Requirements require to be done.</td><td>(a) No Changes
(b) No Changes
(c) No Changes
(d) No Changes
(e) No Changes
(f) No Changes
(g) No Changes</td></tr>
</table>

		(c) If the Listing Requirements require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be). (d) If the Listing Requirements require this Constitution to contain a provision and it does not contain such a provision, this Constitution is deemed to contain that provision. (e) If the Listing Requirements require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision. (f) If any provision of this Constitution is or becomes inconsistent with the Listing Requirements, this Constitution is deemed not to contain that provision to the extent of the inconsistency. (g) Notwithstanding anything contained in this Constitution, nothing herein contained shall prevent the Directors from applying to the Exchange for a waiver from compliance or observance of any of the Listing Requirements. In the event the compliance or observance of such Listing Requirements are waived by the Exchange, the Company shall not be required to comply with any of the Clauses relating to those Listing Requirements in respect of which compliance or observance has been waived by the Exchange. (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~~**7** shall only apply so long as any of the **<u>S</u>**~~s~~ecurities of the Company are listed on the Exchange.
~~9~~**<u>8</u>**	**<u>Power to issue Shares with special rights</u>**	Subject to the Act and this Constitution, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors, subject to any special resolution of the Company, may determine.	Subject to the Act and this Constitution, shares in the Company may be issued by the Directors and any such shares may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise as the Directors, subject to any **<u>ordinary</u>** ~~special~~ resolution of the Company, may determine.

~~10~~**9**	**Allotment of shares**	Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to the 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: (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; (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; (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 to any Director, major shareholder or Chief Executive and the Director, major shareholder, chief executive or person connected to any Director, major shareholder or	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: (a) *No Changes* (b) every issue of shares or options to employees and/or Directors shall be approved by **M**~~m~~embers 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; (c) except in the case of an issue of **S**~~s~~ecurities on a pro rata basis to **Members** ~~shareholders~~ or pursuant to a back-to-back placement undertaken in compliance with the Listing Requirements, a Director, **M**~~m~~ajor **S**~~s~~hareholder, Chief Executive or **P**~~p~~erson connected with any Director, **M**~~m~~ajor **S**~~s~~hareholder or Chief Executive of the Company shall not participate, directly or indirectly, in an issue of ordinary shares or other **S**~~s~~ecurities with rights of conversion to ordinary shares unless the **Members** ~~shareholders~~ of the Company in general meeting have approved the specific allotment to be made to the Director, **M**~~m~~ajor **S**~~s~~hareholder, Chief Executive or **P**~~p~~erson connected ~~to~~ **with** any Director, **M**~~m~~ajor **S**~~s~~hareholder or Chief Executive and the Director, **M**~~m~~ajor **S**~~s~~hareholder, Chief Executive or **P**~~p~~erson connected ~~to~~ **with** any Director, **M**~~m~~ajor **S**~~s~~hareholder or Chief Executive has abstained from voting on the relevant resolution; In this Clause, "Major Shareholder", "Chief Executive" and "Person connected ~~to~~ **with** any Director, Major Shareholder

		chief executive has abstained from voting on the relevant resolution; 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. (d) without limiting the generality of Sections 75 and 76 of the Act, the Company must not issue any ordinary shares or other securities with rights of conversion to ordinary shares if those shares or securities, when aggregated with any such shares or securities which the Company has issued during the preceding twelve (12) months, exceeds ten percent (10%) of the total number of issued shares (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 (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.	or Chief Executive" shall have the same meaning described thereto in the Listing Requirements. (d) **subject to the Act and the Listing Requirements and** without limiting the generality of Sections 75 and 76 of the Act, the Company must not issue any ordinary shares or other **S**~~s~~ecurities 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 total number of issued shares (excluding treasury shares) of the Company,~~ except where the shares or **S**~~s~~ecurities are issued with the prior **Members'** ~~shareholders'~~ approval in a general meeting of the precise terms and conditions of the issue; and (e) in working out the number of shares or **S**~~s~~ecurities 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.
~~11~~**10**	**Issuance of preference shares**	Subject to the Act, any preference shares may with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed. The Company shall have the power to issue preference capital ranking equally with, or in priority to, preference shares already issued. Preference shareholders shall have the same rights as ordinary shareholders as regards to receiving notices, reports and audited financial statements and attending meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the share capital or winding up or during the winding up of the	*No Changes*

		Company, or on a proposal for the disposal of the whole of the Company's property, business and undertaking, or where any resolution to be submitted to the meeting directly affects their rights and / or privileges attached to the shares, or when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months.	
~~12~~**11**	**Repayment of preference shares**	Notwithstanding Clause 11, the repayment of preference share capital other than redeemable preference capital or any other alteration of preference shareholder's rights, may only be made pursuant to a special resolution of the preference shareholders concerned PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from not less than 75% of the total voting rights of the preference shareholders within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.	Notwithstanding Clause 1~~1~~**0**, the repayment of preference share capital other than redeemable preference capital or any other alteration of preference shareholder's rights, may only be made pursuant to a special resolution of the preference shareholders concerned ~~PROVIDED ALWAYS~~ **provided always** that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from not less than 75% of the total voting rights of the preference shareholders within two (2) months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.
~~13~~**12**	**Modifications of class rights**	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	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 **Members** ~~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 **Members** ~~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 **Members** ~~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. **If that class of shares only has one (1) holder, a quorum is constituted by one (1) person present holdings of**

		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.	**such shares.** 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.
~~14~~**13**	**Ranking of class rights**	The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects pari passu therewith.	*No Changes*
~~15~~**14**	**Commission on subscription of shares**	The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company PROVIDED THAT (i) the rate in percentage or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, that such commission shall not exceed the rate of ten per cent (10%) of the price at which such shares are issued, or an amount equivalent to such percentage of that price, whichever is the lesser, and (ii) the requirements of Section 80 of the Act shall be observed. Such commission may be satisfied by the payment of cash or allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.	The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company ~~PROVIDED THAT~~ **provided that** (i) the rate in percentage or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, that such commission shall not exceed the rate of ten per cent (10%) of the price at which such shares are issued, or an amount equivalent to such percentage of that price, whichever is the lesser, and (ii) the requirements of Section 80 of the Act shall be observed. Such commission may be satisfied by the payment of cash or allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
~~16~~**15**	**Interest on share capital during construction**	Where any shares are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a long period, the Company may pay interest on so much share capital as is for the time being paid up for the period and subject to the conditions and restrictions mentioned in Section 130 of the Act and may charge the same to capital as part of the cost of the plant construction of any works or buildings or the provision of any plant.	*No Changes*

~~17~~**16**	**Trusts not to be recognised**	Except as required by this Constitution or by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even with notice thereof) any equitable, contingent, future or partial interest in any share or any unit of share or any other right in respect of any shares, except an absolute right to the entirety thereof in the registered holder.	*No Changes*
~~18~~**17**	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 **S**~~s~~ecurities 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 **S**~~s~~ecurities until after the Company has filed with the Exchange an application for listing of such additional **S**~~s~~ecurities and has been notified by the Exchange that they have been authorised for listing.
~~19~~**18**	**Timing for allotment of Securities**	Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company shall allot and / or issue securities, despatch notices of allotment to the allottees and make an application for the quotation of such securities within the period as may be prescribed by the Exchange and deliver to the Bursa Depository the appropriate certificates in such denominations as may be specified by the Bursa Depository and registered in the name of the Bursa Depository or its nominee company.	Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company shall allot and / or issue **S**~~s~~ecurities, despatch notices of allotment to the allottees and make an application for the quotation of such **S**~~s~~ecurities within the period as may be prescribed by the Exchange and deliver to the Bursa Depository the appropriate certificates in such denominations as may be specified by the Bursa Depository and registered in the name of the Bursa Depository or its nominee company.
~~20~~**19**	**Issue of share certificates**	The certificate of title to share, stock, debentures, debenture stock, notes and other securities of the Company shall be	The certificate of title to share, stock, debentures, debenture stock, notes and other **S**~~s~~ecurities of the Company shall be issued under

		issued under the Seal and bear the signatures or the autographic signatures of one Director and the Secretary or a second Director or such other person as may be authorised by the Board, and shall specify the shares to which it relates, and the amount paid up thereon provided that the Board may by resolution determine that such signatures, or either of them, shall be dispensed with or shall be affixed by such other person as may be authorised by the Board or some method or system of mechanical signature.	the Seal and bear the signatures or the autographic signatures of one Director and the Secretary or a second Director or such other person as may be authorised by the Board, and shall specify the shares to which it relates, and the amount paid up thereon provided that the Board may by resolution determine that such signatures, or either of them, shall be dispensed with or shall be affixed by such other person as may be authorised by the Board or some method or system of mechanical signature.
~~21~~**<u>20</u>**	**<u>Company's lien on shares and dividend</u>**	The Company shall have a first and paramount lien on every share and dividend from time to time declared in respect of such shares:- (a) for all unpaid calls and instalments upon the specific shares in respect of which such moneys are due and unpaid; (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 (c) on such amounts which are owed to the Company for acquiring them, where the shares were acquired under an employees' share option scheme. In each case, the lien extends to reasonable interest and expenses incurred because the amount is not paid. 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.	The Company shall have a first and paramount lien on every share and dividend from time to time declared in respect of such shares:- (a) *No Changes* (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 **<u>M</u>**~~m~~ember or deceased **<u>M</u>**~~m~~ember; and (c) *No Changes* In each case, the lien extends to reasonable interest and expenses incurred because the amount is not paid. 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.
~~22~~**<u>21</u>**	**<u>Lien may be enforced by the sale of shares</u>**	Subject to the Central Depositories Act and the Rules, the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen (14) days after a notice in writing, stating and demanding payment of such	*No Changes*

		part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.	
~~23~~**22**	**Directors may effect transfer**	To give effect to any such sale, the Directors may authorise its Registrar to cause Bursa Depository to credit the Securities Account of the purchaser of the shares sold or otherwise in accordance with the directions of the purchaser. The purchaser shall be registered as the holder of the shares comprised in any such transfer and the Directors shall not be bound to see to the application of the purchase money nor shall the purchaser's title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale and the remedy of the holder of such shares or of any person claiming under or through him in respect of any alleged irregularity or invalidity, shall be against the Company.	*No Changes*
~~24~~**23**	**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 **(subject to a similar lien for sums not presently payable which exists over the shares before the sale)** be paid to the person entitled to the shares at the date of the sale or his executors, administrators or assignees or as he directs.
~~25~~**24**	**Directors may make calls**	The Directors, subject to the Act and the provisions of the Listing Requirements, 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 thirty days 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 date, 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 **M**~~m~~embers **as the Board may think fit** 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 thirty **(30)** days from the date fixed for the payment of the last preceding call, and each **M**~~m~~ember shall (subject to receiving at least fourteen (14) days' notice specifying the date, 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~~**25**	**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**. Any call may be made payable either in one sum or** ~~and may be required to be paid~~ by instalments. No **Member** ~~shareholder~~ shall be entitled to receive any dividend or to exercise any privilege as a **M**~~m~~ember, 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).
~~27~~**26**	**Interest on unpaid calls**	If a sum called in respect of shares is not paid before or on the day appointed for payment thereof, the person from whom the sum is due, shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding eight per cent (8%) per annum or such other rate as the Directors may determine, but the Directors shall be at liberty to waive payment of the interest, wholly or in part.	*No Changes*
~~28~~**27**	**When calls deemed made**	Any sum which by the terms of issue of a share is payable on allotment or at any fixed date, shall, for the purposes of this Constitution be deemed to have been duly called for and shall be payable on the date on which by the terms of issue such sum becomes payable, and in case of non-payment, all the relevant provisions of this Constitution in respect of payment of interest and expenses, forfeiture or otherwise, shall apply as if the sum had become payable by virtue of a call duly made and notified.	*No Changes*
~~29~~**28**	**Difference in calls**	The Directors may, from time to time, (a) make arrangements on the issue of shares for varying the amounts and times of payment of calls as between members; (b) accept from any member the whole or a part of the amount remaining unpaid on any shares although no part of that amount has been called up; and (c) pay dividends in proportion to the amount paid up on each share where a larger amount is paid up on some shares than on others.	The Directors may, from time to time, (a) make arrangements on the issue of shares for varying the amounts and times of payment of calls as between **M**~~m~~embers; (b) accept from any **M**~~m~~ember the whole or a part of the amount remaining unpaid on any shares although no part of that amount has been called up; and (c) *No Changes*

~~30~~**29**	**Capital paid in advance of calls**	The Directors may, if they think fit, receive from any member willing to advance all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) eight per cent (8%) per annum as may be agreed upon between the Directors and the member paying the sum in advance. Such capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, capital paid in advance of calls shall not, until the same would have become payable, be treated as paid up on the shares in respect of which they have been paid.	The Directors may, if they think fit, receive from any **M**~~m~~ember willing to advance all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) eight per cent (8%) per annum as may be agreed upon between the Directors and the **M**~~m~~ember paying the sum in advance. Such capital paid on shares in advance of calls shall not, whilst carrying interest, confer a right to participate in profits. Except in liquidation, capital paid in advance of calls shall not, until the same would have become payable, be treated as paid up on the shares in respect of which they have been paid.
~~31~~**30**	**Company may require information of a Member** **Company may require any information of beneficial interest**	(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:- (a) to inform the Company whether he holds any voting shares in the Company as beneficial owner or as trustee; and (b) if he holds 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. (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:- (a) to inform the Company whether he holds that interest as beneficial owner or as trustee; and (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	(1) Subject to Clause 1**6**~~7~~, the Company may by notice in writing, require any **M**~~m~~ember of the Company, within such reasonable time as is specified in the notice:- (a) to inform the Company whether he holds any voting shares in the Company as **B**~~b~~eneficial **O**~~o~~wner or as trustee; and (b) *No Changes* (2) *No Changes* (a) to inform the Company whether he holds that interest as **B**~~b~~eneficial **O**~~o~~wner or as trustee; and (b) *No Changes* (3) The Company may by notice in writing require a **M**~~m~~ember 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 **or arrangement** and the parties to ~~it~~ **such agreement or arrangement**.

	Member to inform Company	particulars sufficient to enable them to be identified and the nature of their interest. (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.	
~~32~~**31**	**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 **S**~~s~~ecurities 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 **S**~~s~~ecurities until the name of the transferee is entered in the Record of Depositors in respect thereof. The transfer of any listed **S**~~s~~ecurities or class of listed **S**~~s~~ecurities 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 **S**~~s~~ecurities.
~~33~~**32**	**Suspension for registration**	Subject to the Rules and Listing Requirements, the transfer of any securities may be suspended at such times and for such periods as the Directors may from time to time determine. Ten (10) Market Days' notice, or such other period as may from time to time be specified by the Exchange governing the Register concerned, of intention to close the Register shall be given to the Exchange. At least three (3) Market Days' prior notice shall be given to the Bursa Depository to prepare the appropriate Record of Depositors.	Subject to the Rules and Listing Requirements, the transfer of any **S**~~s~~ecurities may be suspended at such times and for such periods as the Directors may from time to time determine. Ten (10) Market Days' notice, or such other period as may from time to time be specified by the Exchange governing the Register concerned, of intention to close the Register shall be given to the Exchange. At least three (3) Market Days' prior notice shall be given to the Bursa Depository to prepare the appropriate Record of Depositors.
~~34~~**33**	**Refusal to register transfer**	The Bursa Depository may refuse to register any transfer of Deposited Security that does not comply with the Central Depositories Act and the Rules. No securities shall in any	The Bursa Depository may refuse to register any transfer of Deposited Security that does not comply with the Central Depositories Act and the Rules. No **S**~~s~~ecurities shall in any

		circumstances be transferred to any infant, bankrupt or person of unsound mind.	circumstances be transferred to any infant, bankrupt or person of unsound mind.
~~35~~**34**	**Renunciation**	Subject to the provisions of this Constitution, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person.	*No Changes*
~~36~~**35**	**No liability of Directors etc**	Subject to any law in Malaysia for the time being in force, neither the Company nor the Directors nor any of its officers shall incur any liability for the act of the Bursa Depository in registering or acting upon a transfer of securities apparently made by a member or any person entitled to the securities by reason of death, bankruptcy or insanity of a member although the same may, by reason of any fraud or other causes not known to the Company or the Directors or the Bursa Depository or other officers, be legally inoperative or insufficient to pass the property in the securities proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in the blank as to the name of the transferee, of the particulars of the securities transferred or otherwise in defective manner. And in every case, the person registered as transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such securities and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.	Subject to any law in Malaysia for the time being in force, neither the Company nor the Directors nor any of its officers shall incur any liability for the act of the Bursa Depository in registering or acting upon a transfer of **S**~~s~~ecurities apparently made by a **M**~~m~~ember or any person entitled to the **S**~~s~~ecurities by reason of death, bankruptcy or insanity of a **M**~~m~~ember although the same may, by reason of any fraud or other causes not known to the Company or the Directors or the Bursa Depository or other officers, be legally inoperative or insufficient to pass the property in the **S**~~s~~ecurities proposed or professed to be transferred, and although the transfer may, as between the transferor and the transferee, be liable to be set aside and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor in the blank as to the name of the transferee, of the particulars of the **S**~~s~~ecurities transferred or otherwise in defective manner. And in every case, the person registered as transferee, his executors, administrators and assignees alone shall be entitled to be recognised as the holder of such **S**~~s~~ecurities and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.
~~37~~**36**	**Whose whereabouts unknown**	Where by the exercise of reasonable diligence, the Company is unable to discover the whereabouts of a member for a period of not less than ten (10) years, the Company may cause an advertisement to be published in a newspaper circulating in the place shown in the Register or the Record of Depositors as the address of the member stating that the Company, after expiration of thirty (30) days from the date of the advertisement, intends to transfer the shares to the Minister charged with the responsibility for finance.	Where by the exercise of reasonable diligence, the Company is unable to discover the whereabouts of a **M**~~m~~ember for a period of not less than ten (10) years, the Company may cause an advertisement to be published in a newspaper circulating in the place shown in the Register or the Record of Depositors as the address of the **M**~~m~~ember stating that the Company, after expiration of thirty (30) days from the date of the advertisement, intends to transfer the shares to the Minister charged with the responsibility for finance.

~~38~~**37**	**Transfer of such Member's shares**	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 **M**~~m~~ember remains unknown, the Company may transfer the shares held by the **M**~~m~~ember to the Minister ~~**charged with the responsibility for finance**~~ and for that purpose may execute for and on behalf of such **M**~~m~~ember, a transfer of those shares to the Minister ~~**charged with the responsibility for finance**~~.
~~39~~**38**	**Death of a Member**	In the case of the death of a member, the legal representative(s), the executors or administrators of the deceased shall be the only person(s) recognised by the Company and / or Bursa Depository as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been held by him.	In the case of the death of a **M**~~m~~ember, the legal representative(s), the executors or administrators of the deceased shall be the only person(s) recognised by the Company and / or Bursa Depository as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased **M**~~m~~ember from any liability in respect of any share which had been held by him.
~~40~~**39**	**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 **M**~~m~~ember may, upon such evidence being produced as may from time to time properly be required by the **Directors and subject to 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 **M**~~m~~ember before his death or bankruptcy ~~PROVIDED ALWAYS~~ **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.
~~41~~**40**	**Notice to elect oneself or another to be registered**	If any person so becoming entitled to a share in consequence of the death or bankruptcy of a member elects to register himself as the holder of the share, he shall deliver or send to the Company, a notice in writing signed by him and stating that he so elects, provided that where the share is a Deposited Security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Bursa Depository. If he elects to have another person registered, he shall evidence his election by executing	If any person so becoming entitled to a share in consequence of the death or bankruptcy of a **M**~~m~~ember elects to register himself as the holder of the share, he shall deliver or send to the Company, a notice in writing signed by him and stating that he so elects, provided that where the share is a Deposited Security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Bursa Depository. If he elects to have another person registered, he shall evidence his election by executing to that person a transfer of the

		to that person a transfer of the share. All the limitations, restrictions and provisions of this Constitution relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer is a transfer signed by that member.	share. All the limitations, restrictions and provisions of this Constitution relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the **M**~~m~~ember had not occurred and the notice or transfer is a transfer signed by that **M**~~m~~ember.
~~42~~**41**	**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 ~~in~~ **on** 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**.**
~~43~~**42**	**Transmission of Securities from foreign register**	Where:- (a) the securities of a company are listed on another stock exchange; and (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) (No. 2) Act, 1998, as the case may be, under the Rules in respect of such securities, the Company shall, upon the request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in ownership of such securities.	Where:- (a) the **S**~~s~~ecurities of a company are listed on another stock exchange; and (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) (No. 2) Act, 1998, as the case may be, under the Rules in respect of such **S**~~s~~ecurities, the Company shall, upon the request of a **S**~~s~~ecurities holder, permit a transmission of **S**~~s~~ecurities held by such **S**~~s~~ecurities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the other stock exchange, to the register of holders maintained by the registrar of the Company in Malaysia and vice versa provided that there shall be no change in ownership of such **S**~~s~~ecurities.
~~44~~**43**	**Notice of pay call**	If any member fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such	If any **M**~~m~~ember fails to pay the whole or any part of any call or instalment of a call on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such time

		time as any part of the call or instalment remains unpaid, serve a notice on him or on the person entitled to the share by transmission, requiring payment of so much of the call or instalment as is unpaid, together with any interest or compensation at the rate of eight per centum (8%) per annum or at such rate as the Directors shall determine and any expenses that may have accrued by reason of such non-payment.	as any part of the call or instalment remains unpaid, serve a notice on him or on the person entitled to the share by transmission, requiring payment of so much of the call or instalment as is unpaid, together with any interest or compensation at the rate of eight per centum (8%) per annum or at such rate as the Directors shall determine and any expenses that may have accrued by reason of such non-payment.
~~45~~**44**	**Particulars of notice**	The notice shall specify a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which the payment required by the notice is to be made and the place where payment is to be made and shall state that in the event of non-payment on or before the time and at the place appointed, the shares in respect of which the call was made will be liable to be forfeited.	*No Changes*
~~46~~**45**	**Forfeiture**	If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture of shares shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.	*No Changes*
~~47~~**46**	**Directors may sell shares or cancel forfeiture**	A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Notice of sale or disposal shall be sent to the holder of the shares sold or disposed of within fourteen (14) days of the date of sale or disposal. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture upon the terms of payment of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.	*No Changes*

~~48~~**47**	**Liability of Member in respect of forfeited shares**	A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall remain liable to pay to the Company all monies which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest at the rate of eight per cent (8%) per annum from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.	A person whose shares have been forfeited shall cease to be a **M**~~m~~ember in respect of the forfeited shares, but shall remain liable to pay to the Company all monies which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest at the rate of eight per cent (8%) per annum from the date of forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of such interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares.
~~49~~**48**	**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 ~~shareholder~~ **Member** 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**, the Central Depositories Act and the Rules** given or imposed in the case of past **M**~~m~~embers.
~~50~~**49**	**Evidence of forfeiture**	A statutory declaration in writing by a Director or Secretary of the Company that a share in the Company has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration, together with the receipt of the Company for the consideration (if any), given for the share on the sale or disposition thereof, shall constitute a good title to the share, and such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition, and the Company shall not be bound to see the application of the purchase money (if any), nor shall the purchaser's title to the share be affected by any act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share. This Constitution on forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified.	*No Changes*

~~51~~**50**	**Proceeds of sale**	The Company may receive the consideration, if any, given for any forfeited share on any sale or disposition thereof and authorise any person to execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share and shall not have his title to the share be affected by an irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. Any residue of the proceeds of sale of shares which are forfeited and sold or disposed of, after the satisfaction of the unpaid calls and accrued interest and expenses, shall be paid to the person whose shares have been forfeited or his executors, administrators or assignees or as he directs.	*No Changes*
~~52~~**51**	**Non-payment of any sum pursuant to the issue of a share**	The provisions of this Constitution as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, as if the same had been payable by virtue of a call duly made and notified.	*No Changes*
~~53~~**52**	**Notice to holder of forfeited shares**	Where any share has been forfeited in accordance with this Constitution, notice of the forfeiture shall, within fourteen (14) days from the date of forfeiture thereof, be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof forthwith be made in the Register or the Record of Depositors, as appropriate, opposite the share.	*No Changes*
~~54~~**53**	**Conversion of shares into stock and re-conversion**	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 ~~special~~ **ordinary** resolution passed at a general meeting convert any paid-up shares into stock **and** ~~or~~ reconvert any stock into paid-up shares of any number.
~~55~~**54**	**Transfer of stock**	The holders of the stock may transfer the same, or any part thereof in the same manner and subject to the same Clauses as and subject to which, the shares from which the stock arose might prior to conversion have been transferred, or as near	*No Changes*

		thereto as circumstances permit; but the Directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum.	
~~56~~**55**	**Rights of stock holders**	The holders of stock shall, according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such right, privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by any such part of stock as it would not, if existing in shares, have conferred that right, privilege or advantage.	*No Changes*
~~57~~**56**	**Definition**	Such Clauses of the 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 the Constitution as are applicable to paid-up shares shall apply to stock and the words "share" and "~~shareholder~~ **Member**" therein shall include "stock" and "stockholder".
~~58~~**57**	**Power to increase capital**	The Company may from time to time, by special resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special, limited or conditional voting rights for the time being attached to any existing class of shares) to carry such preferential rights or to be subjected to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company may, by the resolution authorising such increase, directs.	The Company may from time to time, by ~~special~~ **ordinary** resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special, limited or conditional voting rights for the time being attached to any existing class of shares) to carry such preferential rights or to be subjected to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company may, by the resolution authorising such increase, directs.
~~59~~**58**	**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	Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible **S**~~s~~ecurities 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 **S**~~s~~ecurities to which they are entitled. The offer shall be made by notice specifying the number of shares or **S**~~s~~ecurities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and

		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.	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 **S**~~s~~ecurities offered, the Directors may dispose of those shares or **S**~~s~~ecurities 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 **S**~~s~~ecurities bear to the shares or **S**~~s~~ecurities held by persons entitled to an offer of new shares or **S**~~s~~ecurities) cannot, in the opinion of the Directors, be conveniently offered under this Clause.
58A	**Waiver from convening a general meeting to further issuance of new securities to Members**	Nil	**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:** (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** (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.**
~~60~~**59**	**New shares to rank with original shares**	Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.	*No Changes*
~~61~~**60**	**Power to alter capital**	The Company may by special resolution:-	The Company may by ~~special~~ **ordinary** resolution:-

		(a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe; or (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 (c) convert all or any of its paid-up shares into stock and may reconvert that stock into paid-up shares; or (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 (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.	(a) *Deleted* (b) *No Changes* (c) convert all or any of its paid-up shares into stock and may reconvert that stock into paid-up shares **and/or reclassify any class of shares into another class of shares**; or (d) *No Changes* (e) *No Changes*
~~62~~**61**	**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.	Subject to ~~and in accordance with~~ the provisions of the Act**,** ~~and the requirements of the Exchange~~ **the Listing Requirements** and **other requirements of the Exchange and/or any** ~~such~~ other relevant law**s**, regulation**s,** ~~or~~ guideline**s** **and/or authorities**, the Company ~~is allowed and shall have power, to the fullest extent permitted, to purchase its own shares~~ **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.** 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.

~~63~~**62**	**Power to reduce capital**	The Company may reduce its share capital by— (a) a special resolution and confirmation by the Court in accordance with Section 116 of the Act; or (b) a special resolution supported by a solvency statement in accordance with Section 117 of the Act.	*No Changes*
~~64~~**63**	**Annual 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.	**(1)** 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.
	Meeting of Members of two or more venues	Such meeting of its 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 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.	(2) ~~Such~~ **The** meeting of **M**~~m~~embers may be held within Malaysia at more than one venue using any technology or method that allows all **M**~~m~~embers of the Company to participate and to exercise the **M**~~m~~embers' rights to ~~speak~~ **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 **M**~~m~~embers 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 **M**~~m~~ain **V**~~v~~enue **or broadcast venue (the only venue involved in conducting of a virtual meeting of Members) of the meeting in which is applicable**.
	General meetings by means of remote communication	Nil	**(3) (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:-** **(i) participate in such general meeting; and**

			(ii) be deemed present in person at such general meeting, be counted in the quorum and be entitled to vote at such general meeting. **(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:-** **(i) to participate in the matters for which such general meeting has been convened;** **(ii) to communicate (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** **(iii) to vote on matters submitted to the Members.**
	Interruption or adjournment where facilities inadequate	Nil	**(4) If, before or during a general meeting, it appears to the Chairman of the general meeting that:-** **(a) the facilities at the Main Venue or venue other than Main Venue for the conduct of general meeting; or** **(b) the means used for the remote communication;** **have become inadequate for the purposes referred to in Clause 63(3), any technical difficulty occurs, such that the Members do not have a reasonable opportunity to participate, then the Chairman of the general meeting shall:** (a) **without the consent of the Members at the general meeting, interrupt or adjourn the general meeting until the difficulty is remedied; or**

			(b) **where a quorum remains present (either at the place at which the chairman is present or by technology as contemplated by Clause 75(3) and able to participate, subject to the Constitution, continue the meeting.** **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.**
	Security Arrangements	The Board can ask shareholders or proxies wanting to attend a general meeting to submit, to searches or other security screening 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 the security procedures. Security screening arrangements may include shareholders or proxies not being allowed into a general meeting with recording or broadcasting devices, an article which the Chairman of the general meeting considers as to be dangerous, offensive, or liable to cause disruption.	**(5)** The Board ~~can ask~~ **may request the** ~~shareholders or proxies~~ **Members, proxies or representatives to comply with security procedures which the Board deems appropriate** ~~wanting to attend a general meeting to submit, to searches or other security screening arrangements which the Board decide~~. The Board **may at** ~~can in~~ their discretion**,** refuse entry to, or remove from, a general meeting, ~~a shareholder or proxy~~ **Member, proxy or representative** who does not ~~submit to those searches or~~ comply with the security procedures. Security **procedures** ~~screening arrangements~~ may include **Member, proxy or representative** ~~shareholders or proxies~~ 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.
~~65~~**64**	**Extraordinary general meeting**	The Directors may, whenever they so decide by resolution, convene an extraordinary general meeting of the Company. In addition, an extraordinary general meeting shall be convened on such requisition as is referred to in Section 311 of the Act, or if the Company makes default in convening a meeting in	*No Changes*

<table>
<tr><td></td><td></td><td>compliance with a requisition received pursuant to Section 312 of the Act, a meeting may be convened by the requisitionists themselves in the manner provided in Section 313 of the Act.</td><td></td></tr>
<tr><td>~~66~~<u>65</u></td><td><u>Notice of meetings</u></td><td>(1) The notices convening meeting shall specify the place, day and hour of the meeting, 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.

(2) Subject to the Act, Listing Requirements, laws, rules or regulations, notice of a meeting of members shall be in writing or Documents which is required or permitted to be given, sent or served under the Act or under this Constitution shall be given to the members either:-

(a) in hard copy,
(b) in electronic form, or
(c) partly in hard copy and partly in electronic form.

(3) A notice or Documents:-

(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 or the Central Depository for such purpose; or</td><td>(1) The notice~~s~~ convening <u>a</u> meeting <u>of Members</u> shall specify the place, ~~day~~ <u>date</u> and ~~hour~~ <u>time</u> of the meeting, <u>and the general nature of business of the meeting. Notice</u> shall be given to all <u>M</u>~~m~~embers 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 <u>language</u> daily newspaper and in writing to each stock exchange upon which the Company is listed.

(2) Subject to the Act, Listing Requirements, laws, rules or regulations, notice of a meeting of <u>M</u>~~m~~embers shall be in writing or Documents which is required or permitted to be given, sent or served under the Act or under this Constitution shall be given to the <u>M</u>~~m~~embers <u>or Securities holders</u> either:-

(a) in hard copy,
(b) in <u>E</u>~~e~~lectronic <u>F</u>~~f~~orm, or
(c) partly in hard copy and partly in <u>E</u>~~e~~lectronic <u>F</u>~~f~~orm.

(3) A notice or Document~~s~~:-

(a) given in hard copy shall be sent to any <u>M</u>~~m~~ember/ <u>S</u>~~s~~ecurities holder either personally or by post to the address supplied by the <u>M</u>~~m~~ember/ <u>S</u>~~s~~ecurities holder to the Company <u>or the Central Depository</u> for such purpose; or</td></tr>
</table>

		(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. (4) A notice of a meeting of members or Documents shall not be validly given by the Company by means of a website unless a notification to that effect is given in accordance with Section 320 of the Act. (5) The Company shall notify a member/ securities holder of the publication of the notice or Documents on the website and such notifications shall be in writing and shall be given in hard copy or electronic form stating:- (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. If the Company sends the notice or Documents or notifications through electronic mail, there must be proof of electronic mail delivery. In the event of delivery failure, the Company shall send for a hard copy of the notice or Documents to him. Notice of meeting of **M**~~m~~embers may include text of any proposed resolutions and other information as the Directors deem fit. (7) The notice or Documents shall be made available on the website throughout the period beginning from the date of the notification referred to in Clause 66(5) until the conclusion of the meeting. (8) The contact details of the member/ securities holder as provided to the Bursa Depository shall be deemed as the last known address provided by the member to the	(b) given in **E**~~e~~lectronic **F**~~f~~orm shall be transmitted to the **E**~~e~~lectronic **A**~~a~~ddress provided by the **M**~~m~~ember/ **S**~~s~~ecurities holder to the Company for such purpose or by publishing on ~~a~~ **the Company's** website. (4) A notice of a meeting of **M**~~m~~embers or Document~~s~~ 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. (5) The Company shall notify a **M**~~m~~ember/ **S**~~s~~ecurities holder of the publication of the notice or Document~~s~~ on the website and such notifications shall be in writing and shall be given in hard copy or **E**~~e~~lectronic **F**~~f~~orm stating:- (a) that it concerns a meeting of **M**~~m~~embers **or Securities holde**r; (b) *No Changes* (c) *No Changes* (d) *No Changes* (6) *No Changes* Notice of meeting of **M**~~m~~embers may include text of any proposed resolutions and other information as the Directors deem fit. (7) The notice or Documents shall be made available on the website throughout the period beginning from the date of the notification referred to in Clause 6**5**~~6~~(5) until the conclusion of the meeting. (8) The contact details of the **M**~~m~~ember/ **S**~~s~~ecurities holder as provided to the Bursa Depository shall be deemed as the last known address provided by the **M**~~m~~ember to the Company for purposes of communication with the **M**~~m~~ember /**S**~~s~~ecurities holder.

		Company for purposes of communication with the member /securities holder. (9) Where any member/ securities holder requests for a hard copy of the Documents, the Company shall forward a hard copy of these Documents to the member/ securities holder as soon as reasonably practicable after the receipt of the request, free of charge. (10) 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.	(9) Where any **<u>M</u>**~~m~~ember/ **<u>S</u>**~~s~~ecurities holder requests for a hard copy of the Document~~s~~, the Company shall forward a hard copy of these Documents to the **<u>M</u>**~~m~~ember/ **<u>S</u>**~~s~~ecurities holder as soon as reasonably practicable after the receipt of the request, free of charge. (10) Where it relates to Documents required to be completed by **<u>M</u>**~~m~~embers/ **<u>S</u>**~~s~~ecurities 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.
~~67~~**<u>66</u>** ~~68~~ ~~69~~	**<u>Record of Depositors</u>**	The Company shall request the Bursa Depository, in accordance with the Rules, to issue a Record of Depositors to whom notices of general meetings shall be given by the Company. The Company shall also request the Bursa Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than three (3) Market Days before the general meeting (hereinafter referred to as the "General Meeting Record of Depositors"). Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a member entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.	**<u>(1)</u>** The Company shall request the Bursa Depository, in accordance with the Rules, to issue a Record of Depositors to whom notices of general meetings shall be given by the Company. **<u>(2)</u>** The Company shall also request the Bursa Depository in accordance with the Rules, to issue a Record of Depositors, as at the latest date which is reasonably practicable which shall in any event be not less than three (3) Market Days before the general meeting (hereinafter referred to as the "General Meeting Record of Depositors"). **<u>(3)</u>** Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a **<u>M</u>**~~m~~ember entitled to attend any general meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.
<u>67</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, any separate meeting of the holders of any class of shares in the Company and at any adjourned meeting.</u>**

68	**Invited attendee**	Nil	**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.**
~~70~~**69**	**Business at meetings**	Subject always to the provision of Section 302 of the Act, no business shall be transacted at any extraordinary general meeting except business of which notice has been given in the notice convening the meeting and no business shall be transacted at an annual general meeting other than business of which notice has been given aforesaid, with the exception of the laying of the audited financial statements 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.	Subject always to the provision ~~of Section 302~~ of the Act, 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~~ **An** annual general meeting **shall be held to transact the business in accordance with the Act, which include** ~~other than business of which notice has been given aforesaid, with the exception of~~ the laying of the audited financial statements 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.
~~71~~**70**	**Requirement in notice calling meeting**	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 **M**~~m~~ember entitled to attend and vote is entitled to appoint not more than two (2) proxies to attend and vote in his stead.
~~72~~**71**	**Omission to give notice**	The accidental omission to given 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~~n~~ notice of **any** meeting ~~to,~~ or the non-receipt of notice of ~~a~~ **any** meeting, by any person entitled to receive such notice shall not invalidate any resolution passed or the proceedings at any such meeting.
~~73~~**72**	**Quorum**	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:- (i) one or more representatives appointed by a corporation shall be counted as one member; or (ii) one or more proxies appointed by a person shall be counted as one member.	**(a)** No business shall be transacted at any general meeting unless a quorum of **M**~~m~~embers is present at the time when the meeting proceeds to business. Save as otherwise provided, two (2) Members present in person **or represented by proxy, or, in the case of corporations, by a representative duly appointed in that behalf** shall be a quorum. For the purposes of constituting a quorum:- (i) one or more representatives appointed by a corporation shall be counted as one **M**~~m~~ember; or

			(ii) one or more proxies appointed by a person shall be counted as one **M**~~m~~ember. **(b) 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 72(a) need not be physically present at the same place (or at any place) or as the case may be outside Malaysia.** **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.**
~~74~~**73**	**Adjournment** **Cancellation or postponement**	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 banking business in Kuala Lumpur. Nil	**(1)** 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 **M**~~m~~embers 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 **B**~~b~~usiness **D**~~d~~ay 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 **at such adjourned meeting** within half an hour **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** ~~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 banking business in Kuala Lumpur~~. **(2) Subject to the Act, where a general meeting is convened by the Board, the Chairman may, in his absolute**

			discretion, cancel the general meeting or postpone the holding of the general meeting or adjourn the meeting before or after it has started, and whether or not quorum is present, if he considers that: (i) **there is not enough room for the number of shareholders who wish to attend the meeting;** (ii) **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** (iii) **an adjournment is necessary for any other reason, so that the business of the meeting can be properly carried out.** **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.** **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.** **(3) 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:** **(i) published in at least one (1) nationally circulated Bahasa Malaysia or English language daily newspaper;**

			(ii) given to the Exchange and given in such manner required by the Listing Requirements or other requirements by the Exchange; and **(iii) subject to the Act and the Listing Requirements, given in any other manner determined by the Board.** **(4) A notice of postponement of a general meeting must specify:** **(i) the postponed date and time for the holding of the general meeting;** **(ii) 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** **(iii) 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.** **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.** **(5) 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.** **(6) The only business that may be transacted at a postponed general meeting is the business specified in the original notice convening the general meeting.**

			(7) Whereby the terms of an instrument appointing a proxy or attorney or an appointment of a representative: **(i) the appointed person is authorised to attend and vote at a general meeting to be held on or before a specified date; and** **(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.** **(8) 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.** **(9) A Director is entitled to receive notice of and to attend all general meetings, all separate meetings of the holders of any class of shares in the capital of the Company, and all adjourned meetings and is entitled to speak at those meetings.** **(10) 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.
~~75~~**74**	**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 members present and entitled to vote shall elect one (1) of their number to be the Chairman. The election of the Chairman shall be by a show of hands.	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 **M**~~m~~embers present and entitled to vote shall elect one (1) of their number to be the Chairman. The election of the Chairman **of the meeting** shall be by a show of hands.
~~76~~**75**	**Adjournment with consent of meeting** **Chairman to promote orderly conduct of the business of all general meetings**	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. 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, 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	The Chairman **of the meeting** 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 **that might be transacted or** 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. **(1)** Without prejudice to any other power which the **C**~~c~~hairman may**:-** **(a)** have under the provisions of this Constitution or at common law and subject to the Act and the Listing Requirements, the **C**~~c~~hairman shall have full discretion on the general conduct of meeting, procedures to be adopted

		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.	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 ~~ac~~**<u>in</u>**cidentally 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 **<u>C</u>**~~c~~hairman may also at his discretion and in accordance with applicable laws, decides whether to admit new business at a **<u>general</u>** meeting ~~of shareholders~~. <u>(b)</u> **<u>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>**
	<u>Amendment to resolution of general meetings</u>	Nil	**(2)** **<u>(a) The Chairman can propose amendments to an ordinary or special resolution if they are amendments to correct typographical errors in the resolution.</u>** **(b)** **<u>Save as stated in Clause 75(2)(a), no other amendments can be proposed to a special resolution.</u>** **(c)** **<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 Office addressed to the Secretary at least 3 clear Business Days before the day fixed for the meeting or adjourned meeting.</u>** **(d)** **<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>**
	<u>Actions for proper and orderly conduct at a general meeting</u>	Nil	**(3)** **<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,</u>**

			<u>motion or resolution be put to a vote of the Members or so that the meeting reflects the wishes of the majority.</u>
~~77~~**<u>76</u>**	**<u>How resolution is to be decided at general meeting</u>**	Subject to the 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:- (a) by the Chairman of the meeting; (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; (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 (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. 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 of proportion of the votes recorded in favour of or against the resolution.	Subject to the 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:- (a) by the Chairman of the meeting; (b) by at least three (3) **<u>M</u>**~~m~~embers present in person or by proxy or by attorney or in the case of a corporation by a representative; (c) by any **<u>M</u>**~~m~~ember or **<u>M</u>**~~m~~embers 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 **<u>M</u>**~~m~~embers having the right to vote at the meeting, excluding any voting rights attached to shares in the Company held as treasury shares; or (d) by a **<u>M</u>**~~m~~ember or **<u>M</u>**~~m~~embers 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. ~~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 of proportion of the votes recorded in favour of or against the resolution.~~
~~78~~**<u>77</u>**	**<u>How a poll is to be taken</u>**	(1) A poll demanded on any resolution shall be taken either immediately or at such subsequent time (not being more	(1) A poll demanded on any resolution shall be taken either immediately or at such subsequent time (not being more than

		than thirty (30) days from the date of the meeting or adjourned meeting at which the poll was demanded) and place as the Chairman may direct but poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. 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. (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. (3) If: (a) any objection shall be raised as to the qualification of any voter; or (b) any votes have been counted which ought not to have been counted or which might have been rejected; or (c) any votes are not counted which ought to have been counted; 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	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 but poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. 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. (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 7**5**~~6~~, adjourn the meeting to some place and time fixed for the purpose of declaring the result of the poll (3) *No Changes* (4) A poll shall be taken in such manner as the Chairman of the meeting may direct~~or~~ 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. **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.** 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. The poll may be conducted manually using voting slips or electronically using various forms of electronic voting devices **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.** Such votes shall be counted by the poll

		of the meeting. The decision of the Chairman of the meeting on such matters shall be final and conclusive. (4) A poll shall be taken in such manner as the Chairman of the meeting may director 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. 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.	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.
77A	**Declaration of result of the poll**	Nil	**The Chairman may appoint scrutineers for the purposes of a poll, and may either:** **(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** **(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.**

			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.
77B	**No business and question after meeting is over**	Nil	**After the Chairman of general meeting have declared the meeting is over and have left the chair, no business and question shall under any pretext whatsoever be brought forward or discussed.**
~~79~~**78**	**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 ~~have~~ **be entitled as a Member**.
~~80~~**79**	**Voting rights**	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 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	Subject to any rights or restrictions for the time being attached to any class of shares at meetings of **M**~~m~~embers or classes of **M**~~m~~embers and Clause 6**6**~~7, Clause 68 and Clause 69 above~~, each **M**~~m~~ember 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 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 **M**~~m~~ember 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 **M**~~m~~ember'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.~~ **a Member is not**

		attend and vote on a resolution, the proxy or attorney must not vote.	**<u>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>**
~~81~~**<u>80</u>**	**<u>Shares of different monetary denominations</u>**	Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such a manner that a unit of capital in each class, when reduced to a common denominator, shall carry the same voting power when such right is exercisable.	*No Changes*
~~82~~**<u>81</u>**	**<u>Vote of Member of unsound mind</u>**	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 **<u>M</u>**~~m~~ember 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~~ **<u>who</u>** 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 3**<u>8</u>**~~9~~ 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.
~~83~~**<u>82</u>**	**<u>Member barred from voting while call unpaid</u>**	No person shall be entitled to be present or to vote on any resolution either as a member or otherwise as a proxy or attorney or representative for a corporation at any general meeting or demand a poll or be reckoned in the quorum in respect of any shares upon which calls are due and unpaid.	No person shall be entitled to be present or to vote on any resolution either as a **<u>M</u>**~~m~~ember or otherwise as a proxy or attorney or representative for a corporation at any general meeting or demand a poll or be reckoned in the quorum in respect of any shares upon which calls are due and unpaid.
<u>82A</u>	**<u>Vote in absentia</u>**	Nil	**<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>**

~~84~~**83**	**Objection on qualification of voter**	No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.	*No Changes*
~~85~~**84**	**Appointment of proxies**	(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. (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.	(1) A **M**~~m~~ember ~~of the Company~~ **including Authorised Nominee** entitled to attend and vote at a meeting of the Company, or at a meeting of any class of **M**~~m~~embers 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 **M**~~m~~ember. There shall be no restriction as to the qualification of the proxy. Where a **M**~~m~~ember 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 **M**~~m~~ember to speak at the meeting. (2) Where a **M**~~m~~ember is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple **B**~~b~~eneficial **O**~~o~~wners in one **S**~~s~~ecurities **A**~~a~~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.
~~86~~**85**	**Instrument appointing proxy**	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 and shall be in any form (including electronic) that the Directors prescribe or accept**. 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.
~~87~~**86**	**Form of proxy**	Where it is desired to afford members an opportunity of voting for or against a resolution, the instrument appointing a proxy	~~Where it is desired to afford members an opportunity of voting for or against a resolution, the instrument appointing a proxy shall be~~

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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:

MY E.G. SERVICES BERHAD

*I/We,.............NRIC No./ Company No. ....
of...................and telephone no/ email address ....
being a *member/members of MY E.G. SERVICES BERHAD ("the Company"), hereby appoint...............NRIC No..........................
of.........................or failing him/her,................................NRIC No….
of .... or failing him/her, THE CHAIRMAN OF THE MEETING as 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.

<table><tr><td>Agenda</td><td>For</td><td>Against</td></tr><tr><td></td><td></td><td></td></tr></table>
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.

The proportion of my/our shareholdings to be represented by my/our proxies are as follows:-

First Proxy %
Second Proxy %
100%
</td>
<td>
~~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:~~

~~MY E.G. SERVICES BERHAD~~

~~*I/We,.............NRIC No./ Company No. ....~~
~~of...................and telephone no/ email address ....~~
~~being a *member/members of MY E.G. SERVICES BERHAD ("the Company"), hereby appoint...............NRIC No..........................~~
~~of.........................or failing him/her,................................NRIC No….~~
~~of .... or failing him/her, THE CHAIRMAN OF THE MEETING as 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.~~

<table><tr><td>~~Agenda~~</td><td>~~For~~</td><td>~~Against~~</td></tr><tr><td></td><td></td><td></td></tr></table>
~~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.~~

~~The proportion of my/our shareholdings to be represented by my/our proxies are as follows:-~~

~~First Proxy %~~
~~Second Proxy %~~
~~100%~~
</td>
</tr>
</table>

		If appointment of proxy is under hand .... Signed by *individual Member/*officer or attorney of Member/*authorised nominee of .... (beneficial owner) No. of shares held: …………………….. Securities Account No.: ……………..………………. (CDS Account No.) (Compulsory) Date : If appointment of proxy is under seal The Common Seal of ………………was hereto affixed in accordance with its Constitution in the presence of:- ………………… ……........................... Director Director/Secretary in its capacity as *member/*attorney of member/*authorised nominee of ………………………..(beneficial owner) Seal No. of shares held: ………………………. Securities Account No: ……………..………………. (CDS Account No.) (Compulsory) Date : Signed this day of , 20 . *Strike out whichever is not desired.	~~If appointment of proxy is under hand~~ ~~....................................~~ ~~Signed by *individual Member/*officer or attorney of Member/*authorised nominee of~~ ~~....................................~~ ~~(beneficial owner)~~ ~~No. of shares held:~~ ~~……………………..~~ ~~Securities Account No.:~~ ~~……………..……………….~~ ~~(CDS Account No.) (Compulsory)~~ ~~Date :~~ ~~If appointment of proxy is under seal~~ ~~The Common Seal of ………………was hereto affixed in accordance with its Constitution in the presence of:-~~ ~~…………………~~ ~~……...........................~~ ~~Director~~ ~~Director/Secretary~~ ~~in its capacity as *member/*attorney of member/*authorised nominee of ………………………..(beneficial owner)~~ ~~Seal~~ ~~No. of shares held:~~ ~~……………………….~~ ~~Securities Account No:~~ ~~……………..……………….~~ ~~(CDS Account No.) (Compulsory)~~ ~~Date :~~ ~~Signed this day of , 20 .~~ ~~*Strike out whichever is not desired.~~ ~~[Unless otherwise instructed, the proxy may vote as he thinks fit.]~~

		[Unless otherwise instructed, the proxy may vote as he thinks fit.] Notes: *A member (other than an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991) entitled to attend and vote at the meeting is entitled to appoint a maximum of 2 proxies to attend, participate, speak and vote on his (her) behalf. A proxy may but need not be a member of the Company. There shall be no restriction as to the qualification of the proxy. A proxy appointed to attend, participate, speak and vote at the meeting of the Company shall have the same rights as the members to speak at the meeting.* *Where a member appoints 2 proxies, the appointment shall be invalid unless he (she) specifies the proportions of his (her) holdings to be represented by each proxy.* *Where a member of the Company is an exempt authorised nominee which holds shares in the Company for multiple beneficial owners in one securities account ("omnibus account") as defined under the Securities Industry (Central Depositories) Act 1991, there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.* *The Proxy Form shall be signed by the appointer or his (her) attorney duly authorised in writing or, if the member is a corporation, must be executed under its common seal or by its duly authorised attorney or officer.*	~~Notes:~~ ~~*A member (other than an exempt authorised nominee as defined under the Securities Industry (Central Depositories) Act 1991) entitled to attend and vote at the meeting is entitled to appoint a maximum of 2 proxies to attend, participate, speak and vote on his (her) behalf. A proxy may but need not be a member of the Company. There shall be no restriction as to the qualification of the proxy. A proxy appointed to attend, participate, speak and vote at the meeting of the Company shall have the same rights as the members to speak at the meeting.*~~ ~~*Where a member appoints 2 proxies, the appointment shall be invalid unless he (she) specifies the proportions of his (her) holdings to be represented by each proxy.*~~ ~~*Where a member of the Company is an exempt authorised nominee which holds shares in the Company for multiple beneficial owners in one securities account ("omnibus account") as defined under the Securities Industry (Central Depositories) Act 1991, there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.*~~ ~~*The Proxy Form shall be signed by the appointer or his (her) attorney duly authorised in writing or, if the member is a corporation, must be executed under its common seal or by its duly authorised attorney or officer.*~~ **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.**
~~88~~**87**	**Delivery of instrument appointing proxies**	The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a 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	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 **of attorney** or authority, shall be deposited at the Office or at such other place within Malaysia **or in such other manner** as is specified for that purpose in the notice

		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 twenty-four (24) hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid. 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.	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 twenty-four (24) hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid. The Company may specify a fax number and may specify an **E**~~e~~lectronic **A**~~a~~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.
~~89~~**88**	**Appointment of proxy by Electronic Communication**	(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. (2) For the purpose of Clause 89, the Directors may require such reasonable evidence they consider necessary to determine:- (a) the identity of the member and the proxy; and (b) where the proxy is appointed by a person acting on behalf of the member, the authority of that person to make the appointment. (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:- (a) Notice calling the meeting; (b) Instrument of proxy sent out by the Company in relation to the meeting; or (c) Website maintained by or on behalf of the Company.	(1) Subject to the Act and the Listing Requirements, the Directors or any agent of the Company so authorised by the ~~Directors~~ **Board**, may accept the appointment of proxy received by **E**~~e~~lectronic **C**~~c~~ommunication **or electronic means using any technology or method that enables the appointment of proxy** on such terms and subject to such conditions as they consider fit. The appointment of proxy by **E**~~e~~lectronic **C**~~c~~ommunication **or electronic means** shall be in accordance with this Constitution. (2) For the purpose of **this** Clause ~~89~~, the Directors may require such reasonable evidence they consider necessary to determine:- (a) the identity of the **M**~~m~~ember and the proxy; and (b) where the proxy is appointed by a person acting on behalf of the **M**~~m~~ember, the authority of that person to make the appointment. (3) Without prejudice to **this** Clause ~~89~~, the appointment of proxy by **E**~~e~~lectronic **C**~~c~~ommunication **or by any electronic means** must be received at the **E**~~e~~lectronic **A**~~a~~ddress **or any online portal, website, mobile application, or any other platform** specified by the Company in any of the following sources and shall be subject to any terms, conditions or limitations specified therein:- (a) Notice calling the meeting;

		(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 twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. (5) An appointment of proxy by electronic communication which is not made in accordance with this Clause shall be invalid.	(b) Instrument of proxy sent out by the Company in relation to the meeting; or (c) Website maintained by or on behalf of the Company. (4) An appointment of proxy by **E**~~e~~lectronic **C**~~c~~ommunication **or electronic means** must be received at the **E**~~e~~lectronic **A**~~a~~ddress **or any online portal, website, mobile application, or any other platform** specified by the Company pursuant to **this** 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 twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. **(5) If the instrument or form is otherwise unclear or incomplete, the Company may:** **(i) by oral or written communication, clarify with the Member any instruction on the appointment; and** **(ii) 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.** (~~5~~**6**) An appointment of proxy by **E**~~e~~lectronic **C**~~c~~ommunication **or electronic means** which is not made in accordance with this Clause shall be invalid.
88A	**Notice of revocation**	Nil	**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 sent to the Electronic Address which specified by the Company as indicated in the form of proxy.
~~90~~**89**	**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 **M**~~m~~ember to convene, attend, vote and in anyway take part in any meeting of the Company, may be exercised in the event of such **M**~~m~~ember being out of Malaysia by any attorney, whether a **M**~~m~~ember or not, duly appointed by such **M**~~m~~ember for the purpose, by a power of attorney produced at the Office during business hours not less than **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** ~~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.
~~91~~**90**	**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~~ **as may be specified in the notice convening the meeting** 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~~**91**	**Corporate representative**	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	A corporation**, which is a Member** 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 **M**~~m~~embers and a person so authorised shall act in accordance with his authority

		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. If the corporation authorises more than one person and more than one of the representatives purport to exercise the power on the above: (a) where the representatives purport to exercise the power in the same way, the power is treated as exercised in that way; or (b) where the representatives do not purport to exercise the power in the same way, the power is treated as not exercised.	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 **<u>M</u>**~~m~~ember. If the corporation authorises more than one person and more than one of the representatives purport to exercise the power on the above: (a) *No Changes* (b) *No Changes*
~~93~~**<u>92</u>**	**<u>Number of Directors</u>**	Unless otherwise determined by the Company in general meeting and subject to the Listing Requirements, the number of Directors shall not be less than two (2) nor more than nine (9). The remaining Directors may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the aforesaid minimum, the remaining directors may, except in emergency, act only for the purpose of increasing the number of Directors to such minimum number or to summon a general meeting of the Company.	*No Changes*
~~94~~**<u>93</u>**	**<u>Independent Directors</u>**	Unless otherwise determined by the Company in general meeting, by the Rules or under law, at least two (2) Directors or one-third (1/3) of the Board, whichever is higher, shall be independent Directors. If the number of Directors is not three (3) or multiple of three (3), then the number nearest one-third (1/3) shall be used for the purpose of determining the requisite number of independent Directors.	*No Changes*
~~95~~**<u>94</u>**	**<u>Retirement of Directors</u>**	An election of Directors shall take place each year. At the first annual general meeting of the Company, all the Directors shall retire from office, and at the annual general meeting in every subsequent year, one-third (1/3) of the Directors for the time being or, if their number is not three (3) or a multiple of three	An election of Directors shall take place each year. At the first annual general meeting of the Company, all the Directors shall retire from office, and at the annual general meeting in every subsequent year, one-third (1/3) of the Directors for the time being or, if their number is not three (3) or a multiple of three (3), then the

		(3), then the number nearest to one-third (1/3) shall retire from office and be eligible for re-election PROVIDED ALWAYS that all Directors shall retire from office at least once in every three (3) years but shall be eligible for re-election. A retiring Director shall retain office until the close of the meeting at which he retires whether adjourned or not.	number nearest to one-third (1/3) shall retire from office and be eligible for re-election ~~PROVIDED ALWAYS~~ **provided always** that all Directors shall retire from office at least once in every three (3) years but shall be eligible for re-election. A retiring Director shall retain office until the close of the meeting at which he retires whether adjourned or not.
~~96~~**95**	**Selection of Directors to retire**	The Directors to retire in each year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.	*No Changes*
~~97~~**96**	**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. 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.	No person, not being a retiring Director, shall be eligible for election to the office of Director at any general meeting unless a **M**~~m~~ember intending to propose him for election has, at least eleven (11) **C**~~c~~lear **D**~~d~~ays before the meeting, left at the Office **of the Company**, a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such **M**~~m~~ember to propose him for election, provided that in the case of a person recommended by the Directors for election, nine (9) **C**~~c~~lear **D**~~d~~ays' notice only shall be necessary, and notice of each and every candidature for election to the Board shall be served on the registered **Members** ~~holders of shares~~ at least seven (7) days prior to the meeting at which the election is to take place. The cost of serving the notice to propose the election of a Director where the nomination is made by a **M**~~m~~ember or **M**~~m~~embers shall be borne by the **M**~~m~~ember or **M**~~m~~embers making the nomination.
~~98~~**97**	**Retiring Director deemed to be reappointed**	The Company at the meeting at which a Director so retires may fill the vacated office by electing a person thereto. Unless at that meeting it is expressly resolved not to fill the vacated office or a resolution for the re-election of the Director retiring at that meeting is put to the meeting and lost or some other person is elected a Director in place of the retiring Director, the retiring Director shall, if offering himself for re-election and not being disqualified under the Act from holding office as a Director, be deemed to have been re-elected.	*No Changes*

~~99~~**98**	**Motion for election of Directors**	At any general meeting at which more than one (1) Director is to be elected, each candidate shall be the subject of a separate motion and vote unless a motion for the appointment of two (2) or more persons as Directors by a single resolution shall have first been agreed to by the meeting without any vote being given against it.	*No Changes*
~~100~~**99**	**Increase or reduce 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 **retire from** ~~go out of~~ office.
~~101~~**100**	**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.	**Subject to the provisions of Sections 206 and 322 of the Act, t**~~T~~he Company may by ordinary resolution of which special notice is given, remove any Director before the expiration of his period of office **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** ~~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.
~~102~~**101**	**Power to fill vacancy or to add Directors**	The Directors shall have power at any time and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the maximum number fixed in accordance with this Constitution. Any Director so appointed shall hold office only until the next following annual general meeting of the Company, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.	*No Changes*
~~103~~**102**	**Directors' shareholding qualification**	There shall be no shareholding qualification for Directors.	There shall be no shareholding qualification for Directors. **All Directors shall be entitled to receive notice and to attend all general meetings of the Company.**

~~104~~**103**	**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:- (a) fee payable to Non-Executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover and which shall not exceed the amount approved by shareholders in general meeting; (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; (c) fees of Directors and any benefits payable to Directors shall be subject to annual shareholders' approval at a general meeting; (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 (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.	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~~ **ordinary resolution** ~~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~~ **provided always** that:- (a) *No Changes* (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 **remuneration** ~~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 **M**~~m~~embers 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; (c) *No Changes* (d) *No Changes* (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 **S**~~s~~ecurities.

~~105~~**104**	**Reimbursement of expenses**	(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. (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 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.	(1) *No Changes* (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 **M**~~m~~ember 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 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.
~~106~~**105**	**When office of Director deemed vacant**	(1) The office of a Director shall become vacant if the Director:- (a) becomes bankrupt or makes any arrangement or composition with his creditor generally during his term of office; (b) has been convicted of an offence relating to the promotion, formation or management of a corporation; (c) has been convicted of an offence involving bribery, fraud or dishonesty; (d) becomes disqualified from being a Director by reason of any order made under the Act or has been convicted of an offence under Sections 213, 217, 218, 228 and 539 of the Act; (e) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder during his term of office;	*No Changes*

		(f) is absent from more than fifty percent (50%) of the total Board meetings held during a financial year unless an exemption or waiver is obtained from the Exchange; (g) resigns from his office by notice in writing to the Company and deposited at the Office of the Company; (h) is removed from his office of Director by resolution of the Company in general meeting of which special notice has been given; (i) has retired in accordance with the Act or the Constitution of the Company but is not re-elected; or (j) otherwise vacate his office in accordance with the Act or the Constitution of the Company. (k) is convicted by a court of law, whether in Malaysia or elsewhere, in relation to offences under the Act or any securities laws.	
~~107~~**106**	**Business of Company to be managed by Board**	The business and affairs of the Company shall be managed by Directors or under the direction of the Board who may pay all expenses incurred in promoting and registering the Company. The Board has all the powers necessary for managing and for directing and supervising the management of the business and affairs of the Company and exercise all such powers of the Company as are not by this Constitution or by the Act required to be exercised by the Company in general meeting, subject nevertheless, to any of this Constitution, to the provisions of the Act, and to such regulations, not being inconsistent with this Constitution or the provisions of the Act as may be prescribed by the Company in general meeting but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.	*No Changes*
~~108~~**107**	**Limitation on Directors' powers**	The Directors shall not without the prior approval of the Company in general meeting:- (a) exercise any power of the Company to issue shares unless otherwise permitted under the Act; (b) arrange or enter or carry into effect any proposal or execute any transaction for the acquisition of an undertaking or	The Directors shall not without the prior approval of the Company in general meeting:- (a) *No Changes* (b) *No Changes* (c) *No Changes*

		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); (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 (d) issue any securities on such terms and subject to such conditions which confer a right to subscribe for new shares of the Company.	(d) issue any **<u>S</u>**securities on such terms and subject to such conditions which confer a right to subscribe for new shares of the Company.
~~109~~**<u>108</u>**	**<u>Directors' borrowing power</u>**	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>**~~s~~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~~**<u>109</u>**	**<u>Restrictions on borrowing powers</u>**	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>**~~s~~ecurities, whether outright or as security, for any debt, liability or obligation of an unrelated third party.
~~111~~**<u>110</u>**	**<u>Establishment and arrangement of pension or superannuation scheme</u>**	The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme, share option / incentive scheme and trusts or other funds for the benefit of, or pay a gratuity, pension or emolument, and to issue and allot and / or transfer shares or securities to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been	The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme, share option / incentive scheme and trusts or other funds for the benefit of, or pay a gratuity, pension or emolument, and to issue and allot and / or transfer shares or **<u>S</u>**~~s~~ecurities to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or

		a Director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such person as aforesaid and make payments for or towards any hospital or scholastic expenses and any Director holding such salaried employment shall be entitled to retain any benefit received by him under this Clause subject only, where the Act requires, for proper disclosure to the members and the approval of the Company in general meeting.	other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such person as aforesaid and make payments for or towards any hospital or scholastic expenses and any Director holding such salaried employment shall be entitled to retain any benefit received by him under this Clause subject only, where the Act requires, for proper disclosure to the **<u>M</u>**~~m~~embers and the approval of the Company in general meeting.
~~112~~<u>**111**</u>	<u>**Official Seal for use abroad or share certificates etc**</u>	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 <u>**Company**</u> ~~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 <u>**with regard to having an Official Seal for use abroad and such power shall be vested in the Board**</u>. ~~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.~~
~~113~~<u>**112**</u>	<u>**Power to appoint attorneys**</u>	The Directors may from time to time by power of attorney under the Seal, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney / attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under this Constitution) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.	*No Changes*

~~114~~**113**	**Signing of cheques etc.**	All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be in such manner as the Directors may from time to time by resolution determine.	*No Changes*
~~115~~**114**	**Execution of Documents**	Subject to the Act, the Company's Documents shall be executed, as the case may be, in such manner and by such person as the Directors shall from time to time determine.	*No Changes*
~~116~~**115**	**Discharge of duties**	A Director shall at all times act honestly and use reasonable diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company.	*No Changes*
~~117~~**116**	**Notice of disclosure**	Every Director shall give notice to the Company of such events and matters affecting or relating to himself as may be necessary or expedient to enable the Company and its officers to comply with the requirements of the Act.	*No Changes*
~~118~~**117**	**Director may hold other office and declaration of interest**	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	Subject always to the Act and **Listing R**~~r~~equirements ~~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

		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.	interest then exists or in any other case, at the first meeting of the Directors after the acquisition of the interest.
~~119~~**118**	**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 **R**~~r~~ules and / or **Listing R**~~r~~equirements ~~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.
~~120~~**119**	**Meeting of Directors**	The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Any Director may at any time and the Secretary shall on the requisition of any of the Directors, summon a meeting of the Directors by giving them not less than seven (7) days' notice thereof unless such requirement is waived by them.	*No Changes*
121**120**	**Notice of Directors' meeting**	Unless otherwise determined by the Directors from time to time, notice of all Directors' meetings shall be given and circulated to all Directors and their alternates by facsimile, electronic mail or other communication modes / equipment. Except in the case of an emergency, reasonable notice of every Directors' meeting shall be given in writing. The majority of the Board may waive notice of any meeting and any such waiver may be retroactive.	*No Changes*
~~122~~**121**	**Quorum for meetings of Directors**	The quorum necessary for the transaction of business of the Directors shall be two (2) and a meeting of the Director for the time being at which a quorum is present shall be competent to exercise all or any of the powers, authorities and discretion by or under this Constitution vested in or exercisable by the Directors generally.	*No Changes*
~~123~~**122**	**Meeting by electronic means**	Directors may participate in a meeting of Directors by means of conference telephone, conference videophone or any similar or other communications by electronic means.	*No Changes*

~~124~~**123**	**In attendance of meeting by electronic means**	A person in communication by electronic means with the Chairman and with all other parties to a meeting of the Directors or of a committee of Directors shall be regarded for all purposes as personally attending such a meeting and shall be counted in a quorum and be entitled to vote but only for so long he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by electronic means.	*No Changes*
~~125~~**124**	**Meeting venue**	A meeting at which one or more of the Directors attends by electronic means is deemed to be held at such place as the Directors shall at the said meeting resolve. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where a majority of the Directors attending the meeting are physically present, or in default of such a majority, the place at which the Chairman of the meeting is physically present.	*No Changes*
~~126~~**125**	**Validity of business transacted via meeting by electronic means**	Subject to the Act, all business transacted in the manner provided above by electronic means shall for the purpose of this Constitution be deemed to be validly and effectively transacted at a meeting of the Board PROVIDED that at least one (1) of the Directors present at the meeting was at such place as resolved or deemed (as the case may be) pursuant to Clause 125 for the duration of the meeting. All information and Documents must be made equally available to all participants prior to or at / during the meeting.	Subject to the Act, all business transacted in the manner provided above by electronic means shall for the purpose of this Constitution be deemed to be validly and effectively transacted at a meeting of the Board ~~PROVIDED~~ **provided** that at least one (1) of the Directors present at the meeting was at such place as resolved or deemed (as the case may be) pursuant to Clause 12**4**~~5~~ for the duration of the meeting. All information and Documents must be made equally available to all participants prior to or at / during the meeting.
~~127~~**126**	**Chairman of Board**	The Directors may elect and remove a Chairman of their meetings and determine the period for which he is to hold office but if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the Directors present may choose one of their members to be Chairman of the meeting.	*No Changes*
~~128~~**127**	**Appointment of proxy for Directors' meeting**	The Directors shall not have any power to appoint any person from time to time as their proxies to represent them at Directors' meetings, save and except for their duly appointed alternate Directors.	*No Changes*

~~129~~**128**	**Votes by majority and Chairman to have casting vote**	Subject to this Constitution, any question arising at any meeting of Directors shall be decided by a majority of votes and a determination by a majority of Directors shall for all purposes be deemed a determination of the Directors. In case of an equality of votes, the Chairman of the meeting shall have a second or casting vote. The Chairman of the meeting shall however not have a second or casting vote where two (2) Directors form a quorum and only such a quorum is present at the meeting or only two (2) Directors are competent to vote on the question at issue.	*No Changes*
~~130~~**129**	**Directors may act notwithstanding vacancy**	The remaining Director or Directors may continue to act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number fixed by or pursuant to this Constitution as the necessary quorum of Directors, the remaining Director or Directors may, except in an emergency, act only for the purpose of increasing the number of Directors to such minimum number or to summon a general meeting of the Company.	*No Changes*
~~131~~**130**	**Disclosure of interest**	Every Director shall comply with the provisions of Sections 219 and 221 of the Act in connection with the disclosure of his shareholding and interests in the Company and his interest in any contract or proposed contract with the Company and in connection with the disclosure, every Director shall state the fact and the nature, character and extent of any office or possession of any property whereby whether directly or indirectly, duties or interests might be created in conflict with his duty or interest as a Director.	*No Changes*
~~132~~**131**	**Directors may contract with the Company**	A Director may contract with and be interested in any contract or proposed contract with the Company and shall not be liable to account for any profit made by him by reason of any such contract; PROVIDED ALWAYS THAT the nature of the interest of the Director in any such contract be declared at a meeting of the Directors as required by Section 221 of the Act.	A Director may contract with and be interested in any contract or proposed contract with the Company and shall not be liable to account for any profit made by him by reason of any such contract; ~~PROVIDED ALWAYS THAT~~ **provided always that** the nature of the interest of the Director in any such contract be declared at a meeting of the Directors as required by Section 221 of the Act.

~~133~~**132**	**Restriction on voting**	A Director shall not participate in any discussion or vote in regard to any contract or proposed contract or arrangement in which he and/or person connected has, directly or indirectly, an interest (and if he shall do so his vote shall not be counted).	*No Changes*
~~134~~**133**	**Quorum notwithstanding interest**	A Director notwithstanding his interest may, provided that none of the other Directors present disagree, be counted in the quorum present at any meeting whereat any decision is taken upon any contract or proposed contract or arrangement in which he is in any way interested PROVIDED ALWAYS that he has complied with Section 221 and all other relevant provisions of the Act and this Constitution	A Director notwithstanding his interest may, provided that none of the other Directors present disagree, be counted in the quorum present at any meeting whereat any decision is taken upon any contract or proposed contract or arrangement in which he is in any way interested ~~PROVIDED ALWAYS~~ **provided always** that he has complied with Section 221 and all other relevant provisions of the Act and this Constitution
~~135~~**134**	**Relaxation of restriction on voting**	A Director may vote in respect of:- (a) any arrangement for giving the Director himself or any other Directors any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; and (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part, under a guarantee or indemnity or by the deposit of a security.	*No Changes*
~~136~~**135**	**Directors may become Directors of other corporation**	A Director of the Company may be or become a director or other officer of or otherwise interested in any corporation promoted by the Company or in which the Company may be interested as shareholder or otherwise or any corporation which is directly and indirectly interested in the Company as shareholder or otherwise and no such Director shall be accountable to the Company for any remuneration or other benefit received by him as a director or officer of, or from his interest in, such corporation unless the Company otherwise directs at the time of his appointment. The Directors may exercise the voting power conferred by the shares or other interest in any such other corporation held or owned by the Company, or exercisable by them as directors of such other corporation, in	*No Changes*

		such manner and in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of the Directors or other officers of such corporation), and any Director may vote in favour of the exercise of such voting rights in manner aforesaid, notwithstanding that he may be or is about to be appointed a director or other officer of such corporation and as such is or may become interested in the exercise of such voting rights in the manner aforesaid.	
~~137~~**<u>136</u>**	**<u>Alternate Directors</u>**	(1) A Director may from time to time nominate any person to act as his alternate Director and at his discretion remove such alternate Director, PROVIDED that:- (i) Such person is not a Director of the Company; (ii) Such person does not act as an alternate for more than one Director of the Company; (iii) The appointment is approved by a majority of the other Directors. (2) An alternate Director shall (except as regards the power to appoint an alternate Director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other Directors, and shall be entitled to receive notices of all meetings of the Directors and to attend, speak and vote at any such meeting at which his appointor is not present. (3) A Director may at any time by writing revoke the appointment of any alternate appointed by him, and appoint another person approved as aforesaid. An alternate Director shall ipso facto vacate office if the Director appointing him vacates office as director or removes the alternate Director from office. Any appointment or removal of an alternate Director may be made and communicated by his appointor to the Office by electronic transmission or in any other manner approved by the Directors. Any electronic transmission shall be confirmed as soon as	(1) A Director may from time to time nominate any person to act as his alternate Director and at his discretion remove such alternate Director, ~~PROVIDED~~ **<u>provided</u>** that:- (i) *No Changes* (ii) *No Changes* (iii) *No Changes* (2) *No Changes* (3) *No Changes* (4) *No Changes* (5) *No Changes* (6) *No Changes* (7) *No Changes*

		possible by letter, but may be acted upon by the Company in the meantime. (4) If a Director making any such appointment as aforesaid shall cease to be a Director (otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected), the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director. (5) An alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but he shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote. (6) No Director may act as an alternate director and a person may not act as an alternate director for more than one director. (7) Every person acting as an alternate Director shall be deemed to be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be an agent of or for the Director appointing him.	
~~138~~**137**	**Managing /Executive Director**	The Directors may from time to time appoint one (1) or more of their body to any executive office or person performing the functions of a managing director, by whatever name called including the offices of Managing Director, Deputy Managing Director or Executive Director for such period and upon such terms as they think fit. The appointment may entrust to and confer upon the Directors holding such executive office, any powers exercisable by them as Directors generally as they may think fit, but such Managing Director, Deputy Managing Director or Executive Director shall be subject to the control of the Board. The Board may from time to time (subject to any provisions of any contract between him and the Company)	*No Changes*

		remove or dismiss him or them from office and appoint another or others in his or their place or appoint a substitute during his or their absence from illness or any other cause and in case of any breach of any agreement his or their remedy against the Company shall be in damages only and he or they shall have no right or claim to continue in such office contrary to the will of the Directors or of the Company in general meeting.	
~~139~~**138**	**Remuneration of Managing/ Executive Director**	The remuneration of a Director holding an executive office pursuant to this Constitution shall, subject to Clause 104, be fixed by the Board and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but shall not include a commission on or percentage of turnover.	The remuneration of a Director holding an executive office pursuant to this Constitution shall, subject to Clause 10**3**~~4~~, be fixed by the Board and may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but shall not include a commission on or percentage of turnover.
~~140~~**139**	**Retirement and removal of Managing Director/ Deputy Managing Director**	A Managing Director or a Deputy Managing Director shall, while he continues to hold that office, be subject to retirement by rotation and shall be reckoned as a Director for the purpose of determining the rotation or retirement of Directors or in fixing the number of Directors to retire, but he shall, subject to provisions of any contract between him and the Company, be subject to the same provision as to resignation and removal as the other Directors of the Company and if he ceases to hold the office of Director for any cause shall ipso facto and immediately cease to be a Managing Director or Deputy Managing Director.	*No Changes*
-	**COMMITTEES OF THE BOARD** ~~DIRECTORS~~	-	-
~~141~~**140**	**Power of Directors to establish committees**	The Directors may establish any committees (including, without limitation, a management committee), local boards or agencies comprising two (2) or more persons for managing any other affairs of the Company either in Malaysia or elsewhere, and may lay down, vary or annul such rules and regulations as they may think fit for the conduct of the business thereof, and may appoint any person or persons to be the member or members of any such committee or local board or agency and may fix	*No Changes*

		their remuneration and may delegate to any such committee or local board or agency any of the powers, authorities and discretion vested in the Directors, with power to sub-delegate, and may authorise the member or members of any such committee or local board or agency or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no persons dealing in good faith and without notice of any such annulment or variation shall be affected thereby. The regulations herein contained for the proceedings of Directors shall so far as not altered by any regulations made by the Directors apply also to the meetings and proceedings of any committee.	
~~142~~**141**	**Determination of votes of Meeting of Committees**	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 14**0**~~1~~, 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.
~~143~~**142**	**Chairman of meetings of committee**	A committee may elect a Chairman of its meetings. If no such Chairman is elected or if at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, the members of the committee present may choose one (1) of their number to be Chairman of the meeting.	*No Changes*
~~144~~**143**	**Participation at committees meeting by way of telephone and video conference**	Notwithstanding any provisions to the contrary contained in this Constitution, any member of a committee may participate at a committee meeting by way of telephone and video conferencing or by means of other communication equipment whereby all persons participating in the meeting are able to hear each other, in which event such member shall be deemed to be physically present at the meeting whether for the purposes of this Constitution or otherwise. A member participating in a meeting in the manner aforesaid may also be taken into account in	Notwithstanding any provisions to the contrary contained in this Constitution, any member of a committee may participate at a committee meeting by way of telephone and video conferencing or by means of other communication equipment whereby all persons participating in the meeting are able to hear each other, in which event such member shall be deemed to be physically present at the meeting whether for the purposes of this Constitution or otherwise. A member participating in a meeting in the manner aforesaid may also be taken into account in ascertaining the presence of a quorum

		ascertaining the presence of a quorum at the meeting. Any meeting held in such manner shall be deemed to be held at such place as shall be agreed upon by the members attending the meeting PROVIDED that at least one (1) of the members present at the meeting was at such place for the duration of that meeting.	at the meeting. Any meeting held in such manner shall be deemed to be held at such place as shall be agreed upon by the members attending the meeting ~~PROVIDED~~ **provided** that at least one (1) of the members present at the meeting was at such place for the duration of that meeting.
~~145~~**144**	**Validity of acts of Directors**	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 **bona fide** done by any meeting of the Directors or a committee of ~~Directors~~ **the Board** 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.
~~146~~**145**	**Substantial disposal**	Any sale or disposal by the Directors of a substantial portion of the Company's main undertaking or property shall be subject to approval by shareholders in general meeting.	*No Changes*
~~147~~**146**	**Directors' circular resolution**	A resolution in writing signed, approved or assented by letter, electronic mail or facsimile by a majority of the Directors for the time being present in Malaysia entitled to receive notice of a meeting of the Directors shall be valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted provided that where a Director is not so present but has an alternate who is so present, then such resolution must also be signed by such alternate. Any such resolution may consist of several Documents in like form (prepared and circulated by facsimile, telex, telegram or electronic mail or other communication modes / equipment), each signed by one (1) or more Director or their alternates. An approval by letter or other written means of a proposed resolution in writing (which has been prepared and circulated as aforesaid) signed by a Director and sent by him by facsimile, telex or telegram or electronic mail or other communication modes / equipment shall be deemed to be a documents signed by him for the purposes of the foregoing provisions. Any such documents may be accepted as sufficiently signed by a Director or his alternate if	A resolution in writing signed, approved or assented by letter, electronic mail or facsimile by a majority of the Directors for the time being present in Malaysia entitled to receive notice of a meeting of the Directors shall be valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted provided that where a Director is not so present but has an alternate who is so present, then such resolution must also be signed by such alternate. Any such resolution may consist of several ~~D~~**d**ocuments in like form (prepared and circulated by facsimile, telex, telegram or electronic mail or other communication modes / equipment), each signed by one (1) or more Director or their alternates. An approval by letter or other written means of a proposed resolution in writing (which has been prepared and circulated as aforesaid) signed by a Director and sent by him by facsimile, telex or telegram or electronic mail or other communication modes / equipment shall be deemed to be a ~~D~~**d**ocuments signed by him for the purposes of the foregoing provisions. Any such ~~D~~**d**ocuments may be accepted as sufficiently signed by a Director or his alternate if transmitted to the Company

		transmitted to the Company by any technology purporting to include a signature and / or electronic or digital signature of the Director or his alternate.	by any technology purporting to include a signature and / or electronic or digital signature of the Director or his alternate.
~~148~~**147**	**Authentication of Documents**	Any Director or the Secretary shall have power to authenticate any Documents affecting the Constitution of the Company and any resolution passed by the Company or the Directors and any books, records, Documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts. 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 **or any person appointed by the Directors** shall have power to authenticate any ~~D~~**d**ocuments affecting the Constitution of the Company and any resolution passed by the Company or the Directors and any books, records, Documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts. Where any books, records, ~~D~~**d**ocuments 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.
~~149~~**148**	**Conclusive evidence of resolutions and extract of minutes of meetings**	A document purporting to be a copy of a resolution of the Directors or any extract from the minutes of a meeting of the Directors which is certified by person having powers to authenticate the documents as such in accordance with the provisions of Clause 148, shall be conclusive evidence in favour of all persons dealing with the Company on the faith that such resolution has been duly passed or that such extract is a true and accurate record of a duly constituted meeting of the Directors, as the case may be.	A document purporting to be a copy of a resolution of the Directors or any extract from the minutes of a meeting of the Directors which is certified by person having powers to authenticate the documents as such in accordance with the provisions of Clause 14**7**~~8~~, shall be conclusive evidence in favour of all persons dealing with the Company on the faith that such resolution has been duly passed or that such extract is a true and accurate record of a duly constituted meeting of the Directors, as the case may be.
148A	**Validity of Electronic/ Digital Signature**	Nil	**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:** **(a) a holder of shares;** **(b) a Director;** **(c) an alternate Director;**

			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; **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.**
~~150~~**149**	**Minutes of meetings and resolutions**	The Directors shall cause minutes to be duly entered in books provided for the purpose:- (a) of all appointments of officers; (b) of the names of all the Directors present at each meeting of the Directors and of any committee of Directors and of the Company in general meeting; (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 (d) of all orders made by the Directors and any committee of Directors. 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.	The Directors shall cause minutes to be duly entered in books provided for the purpose **of**:- (a) ~~of~~ all appointments of officers; (b) ~~of~~ the names of all the Directors present at each meeting of the Directors and of any committee of **the Board** ~~Directors~~ and of the Company in general meeting; (c) ~~of~~ all resolutions and proceedings of general meetings and of all meetings of the Company, class of **M**~~m~~embers, Directors and committee of **the Board** ~~Directors~~; and (d) ~~of~~ all orders made by the Directors and any committee of **the Board** ~~Directors~~. 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.
~~151~~**150**	**Particulars of Directors, managers and secretaries**	The Company shall in accordance with the provisions of the Act keep at the Office, a register containing such particulars with respect to the Directors, Manager and Secretaries of the Company as are required by the Act, and shall from time to time notify the Registrar of Companies of any change in such register and of the date of change in the manner prescribed by the Act.	*No Changes*
~~152~~**151**	**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 books containing the minutes of proceedings of any general meeting shall be kept by the Company at the Office ~~or the principal~~

		the principal place of business in Malaysia of the Company and shall be open to the inspection of any member without charge.	~~place of business in Malaysia~~ of the Company and shall be open to ~~the~~ inspection of any **M**~~m~~ember without charge.
~~153~~**152**	**Registers to be kept**	The Company shall also keep at the Office, registers which shall be open to the inspection of any member without charge and to any other person on payment of a prescribed fee for each inspection, all such matters required to be so registered under the Act, and in particular:- (a) a register of substantial shareholders and of information received in pursuance of the requirements under Sections 144 and 56(4) of the Act; and (b) a register of the particulars of each of the Directors' shareholdings and interests as required under Section 59 of the Act.	The Company shall also keep at the Office, registers which shall be open to ~~the~~ inspection of any **M**~~m~~ember without charge and to any other person on payment of a prescribed fee for each inspection, all such matters required to be so registered under the Act, and in particular:- (a) *No Changes* (b) *No Changes*
152A	**Electronic registers**	Nil	**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.**
~~154~~**153**	**Secretary**	The Secretary or Secretaries shall in accordance with the Act be appointed by the Directors for such term and at such remuneration and upon such conditions as they think fit. The Secretary may resign from his office by giving notice to the Board and his resignation shall take immediate effect.	*No Changes*

~~155~~**154**	**Authority for use of Seal**	(1) 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.	(1) 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~~ **Board** 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 ~~D~~**d**ocuments 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.
	Share Seal	(2) The Company may also have a share seal pursuant to Section 63 of the Act.	(2) *No Changes*
~~156~~**155**	**Keeping and inspection of books of account**	The Company, Directors and managers of the Company shall cause proper accounting and other records to be kept and shall distribute copies of financial statements and other Documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Board. Subject always to Section 245 of the Act, the books of account or records of operations shall be	The Company, Directors and managers of the Company shall cause proper accounting and other records to be kept and shall distribute copies of financial statements and other Documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the Company or any of them shall be open to the inspection of **M**~~m~~embers not being Directors, and no **M**~~m~~ember (not being a Director) shall have any right of inspecting any account or book or paper of the Company except as conferred by statute or authorised by the Board. Subject always to Section 245 of the Act, the books of account or records of operations shall be kept at the Office or at such other place as the

		kept at the Office or at such other place as the Directors think fit and shall always be made available for inspection by the Directors.	Directors think fit and shall always be made available for inspection by the Directors.
~~157~~**156**	**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 financial statements 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, securities holders 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 or by publishing on a website.	A copy of the reports by the Directors and auditors of the Company, the financial statements 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 **M**~~m~~embers, holders of debentures, securities holders and all other persons entitled to receive notices of general meetings under the Act or this Constitution in **E**~~e~~lectronic **F**~~f~~orm, which shall be transmitted to the **E**~~e~~lectronic **A**~~a~~ddress provided by the securities holders to the Company for such purpose or by publishing on a website.
~~158~~**157**	**Auditors**	Auditors shall be appointed and their duties regulated in accordance with the Act.	*No Changes*
~~159~~**158**	**Declaration of dividends**	(1) The Directors may from time to time declare dividend, but no dividend shall exceed the amount recommended by the Directors. No dividend shall be payable otherwise than out of profits available of the Company or shall bear interest against the Company. The Directors may, if they think fit, from time to time declare and pay to the members such interim dividends as appear to them to be justified by the position of the Company, and may also from time to time, if in their opinion such payment is so justified, pay any preferential dividends which by the terms of issue of any share are made payable on fixed dates. (2) The Directors may authorise a distribution of dividend at such time and in such amount as the Directors consider appropriate, if the Directors are satisfied that the Company will be solvent immediately after the distribution is made. (3) No higher dividend shall be paid than is authorised by the Directors, and the declarations of the Directors as to the distribution shall be conclusive.	(1) The ~~Directors~~ **Company** may from time to time declare dividend, but no dividend shall exceed the amount recommended by the Directors. No dividend shall be payable otherwise than out of profits available of the Company or shall bear interest against the Company. The Directors may, if they think fit, from time to time declare and pay to the **M**~~m~~embers such interim dividends as appear to them to be justified by the ~~position~~ **profits** of the Company, and may also from time to time, if in their opinion such payment is so justified, pay any preferential dividends which by the terms of issue of any share are made payable on fixed dates. (2) *No Changes* (3) *No Changes*

~~160~~**159**	**Directors may form reserve fund and invest**	The Directors may, before recommending any dividend, set aside out of the profits available of the Company such sums as they think proper as reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied. Pending any such application, such profits may, at the discretion of the Directors, either be employed in the business of the Company or be invested in such investments as the Directors may from time to time think fit. The Directors may also without placing the profits to reserve, carry forward any profits which they think prudent not to divide.	*No Changes*
~~161~~**160**	**Capital reserve or realisation account**	The Directors may establish a reserve to be called either "capital reserve" or "realisation account" and shall carry to the credit of such reserve from time to time, all monies realised on the sale of any investments held by the Company in excess of the then book price of the same in providing for depreciation or contingencies. Such capital reserve or realisation account and all other monies in the nature or otherwise, shall be treated for all purposes as capital monies and not as profits available for dividend. Any losses realised on the sale of any investments may be carried to the debit of capital reserve or realisation account except in so far as the Directors shall decide to make good the same out of other monies of the Company.	*No Changes*
~~162~~**161**	**Payment of dividends**	Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid, but no amount paid or credited as paid on a share in advance of call shall be treated for the purposes of this Constitution as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.	*No Changes*

~~163~~**162**	**Deduction of dividends**	The Directors may deduct from any dividend payable to any Member, all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company held by him.	*No Changes*
~~164~~**163**	**Dividends due may be retained until registration**	The Directors may retain the dividends payable upon shares in respect of which any person is entitled to become a member under the provision as to the transmission of shares in this Constitution, or which any person is under this Constitution entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.	The Directors may retain the dividends payable upon shares in respect of which any person is entitled to become a **M**~~m~~ember under the provision as to the transmission of shares in this Constitution, or which any person is under this Constitution entitled to transfer, until such person shall become a **M**~~m~~ember in respect of such shares or shall transfer the same.
~~165~~**164**	**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 **dealt with in accordance with the provisions of the Unclaimed Money Act 1965** ~~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~~.
~~166~~**165**	**Payment of dividend or bonus in specie**	Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus, wholly or partly by the distribution of specific assets and in particular, of paid-up shares, debenture or debenture stock of any other company or in any one or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and fix the value for the distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.	Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus, wholly or partly by the distribution of specific assets and in particular, of paid-up shares, debenture or debenture stock of any other company or in any one or more of such ways and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and fix the value for the distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any **M**~~m~~ember upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.
~~167~~**166**	**Mode of payment**	(1) Any dividend, interest or other money payable in cash in respect of shares or other securities may be paid by direct transfer by means of the electronic payment systems upon terms and subject to conditions as the Directors may	(1) Any dividend, interest or other money payable in cash in respect of shares or other **S**~~s~~ecurities may be paid by direct transfer by means of the electronic payment systems upon terms and subject to conditions as the Directors may stipulate

		stipulate or by cheque or warrant sent by post to the registered address of the holder on the Register or the Record of Depositors or to such person and to such address as the holder may direct in writing, failing which, as a final resolution to be deposited into the account of the holder. Every such cheque or warrant or remittance via the electronic payment systems shall be made payable to the order of the person to whom it is sent or to such person as the holder may direct, and the payment of any such cheque or warrant or remittance via the electronic payment systems shall operate as a good and full discharge of the Company in respect of the dividend, interest or other money payable in cash in respect of shares or other securities represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged. Every such cheque or warrant shall be sent at the risk of the person entitled to the money thereby represented.	or by cheque or warrant sent by post to the registered address of the holder on the Register or the Record of Depositors or to such person and to such address as the holder may direct in writing, failing which, as a final resolution to be deposited into the account of the holder. Every such cheque or warrant or remittance via the electronic payment systems shall be made payable to the order of the person to whom it is sent or to such person as the holder may direct, and the payment of any such cheque or warrant or remittance via the electronic payment systems shall operate as a good and full discharge of the Company in respect of the dividend, interest or other money payable in cash in respect of shares or other **<u>S</u>**~~s~~ecurities represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged. Every such cheque or warrant shall be sent at the risk of the person entitled to the money thereby represented.
	<u>Stock dividend</u>	(2) Whenever the Directors or the Company in general meeting have resolved or proposed that a dividend (including an interim, final, special or other dividend) be paid or declared on the ordinary shares of the Company, the Directors may further resolve that members entitled to such dividend be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of the dividend as the Directors may think fit. In such case, the following provisions shall apply:- (i) the basis of any such allotment shall be determined by the Directors; (ii) the Directors shall determine the manner in which members shall be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of any dividend in respect of which the Directors shall have passed such a resolution as aforesaid, and the Directors may make such arrangements as to the	(2) Whenever the Directors or the Company in general meeting have resolved or proposed that a dividend (including an interim, final, special or other dividend) be paid or declared on the ordinary shares of the Company, the Directors may further resolve that **<u>M</u>**~~m~~embers entitled to such dividend be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of the dividend as the Directors may think fit. In such case, the following provisions shall apply:- (i) *No Changes* (ii) the Directors shall determine the manner in which **<u>M</u>**~~m~~embers shall be entitled to elect to receive an allotment of ordinary shares credited as fully paid in lieu of cash in respect of the whole or such part of any dividend in respect of which the Directors shall have passed such a resolution as aforesaid, and the Directors may make such arrangements as to the giving of notice to **<u>M</u>**~~m~~embers, providing for forms of election for completion by

		giving of notice to members, providing for forms of election for completion by members (whether in respect of a particular dividend or dividends or generally), determining the procedure for making such elections or revoking the same and the place at which and the latest date and time by which any forms of election or other Documents by which elections are made or revoked must be lodged, and otherwise make all such arrangements and do all such things, as the Directors consider necessary or expedient in connection with the provisions of this Constitution; (iii) the right of election may be exercised in respect of the whole of that portion of the dividend in respect of which the right of the election has been accorded provided that the Directors may determine, either generally or in any specific case, that such right shall be exercisable in respect of the whole or any part of that portion; and (iv) the dividend (or that part of the dividend in respect of which a right of election has been accorded) shall not be payable in cash on ordinary shares in respect whereof the share election has been duly exercised (the "Elected Ordinary Shares") and in lieu and in satisfaction thereof ordinary shares shall be allotted and credited as fully paid to the holders of the Elected Ordinary Shares on the basis of allotment determined as aforesaid and for such purpose (notwithstanding any provision of the Constitution to the contrary), the Directors shall (i) capitalise and apply the amount standing to the credit of any of the Company's reserve accounts or any sum standing to the credit of the profit and loss account or otherwise available for distribution as the Directors may determine, such sum as may be required to pay up in full the appropriate number of ordinary shares for allotment and distribution to and among the holders of the Elected Ordinary Shares on such basis, or (ii) apply the sum which would otherwise have been payable in cash to the holders of Elected	**<u>M</u>**~~m~~embers (whether in respect of a particular dividend or dividends or generally), determining the procedure for making such elections or revoking the same and the place at which and the latest date and time by which any forms of election or other ~~D~~**<u>d</u>**ocuments by which elections are made or revoked must be lodged, and otherwise make all such arrangements and do all such things, as the Directors consider necessary or expedient in connection with the provisions of this Constitution; (iii) *No Changes* (iv) *No Changes* (3) *No Changes* (4) *No Changes* (5) *No Changes* (6) The Directors may, on any occasion when they resolve as provided in paragraph (2) of this Clause, further determine that no allotment of shares or rights of election for shares under that paragraph shall be made available or made to **<u>M</u>**~~m~~embers whose registered addresses entered in the Register or the Record of Depositors, as the case may be, is outside Malaysia or to such other **<u>M</u>**~~m~~embers or class of **<u>M</u>**~~m~~embers as the Directors may in their sole discretion decide and in such event the only entitlements of the **<u>M</u>**~~m~~embers aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared. (7) *No Changes*

		Ordinary Shares towards payment of the appropriate number of ordinary shares for allotment and distribution to and among the holders of the Elected Ordinary Shares on such basis.	
	Ranking	(3) The ordinary shares allotted pursuant to the provisions of paragraph (2) of this Clause shall rank pari passu in all respects with the ordinary shares then in issue save only as regards participation in the dividend which is the subject of the election referred to above (including the right to make the election referred to above) or any other distributions, bonuses or rights paid, made, declared or announced prior to or contemporaneous with the payment or declaration of the dividend which is the subject of the election referred to above, unless the Directors shall otherwise specify.	
	Capitalisation on stock dividend	(4) The Directors may do all acts and things considered necessary or expedient to give effect to any capitalisation pursuant to the provisions of paragraph (2) of this Clause, with full power to make such provisions as they think fit in the case of fractional entitlements to ordinary shares (including, notwithstanding any provision to the contrary in this Clause, provisions whereby, in whole or in part, fractional entitlements are disregarded or rounded up or down, or whereby the benefit of fractional entitlements accrues to the Company rather than the Members).	
	Rights of election on stock dividend	(5) The Directors may, on any occasion when they resolve as provided in paragraph (2) of this Clause, determine that the rights of election under that paragraph shall not be made available to the persons who are registered as holders of ordinary shares in the Register of Members or the Depository Register, as the case may be, or in respect of ordinary shares the transfer of which is registered, after such date as the Directors may fix subject to such exceptions as the Directors think fit, and in such event the provisions of this Constitution shall be read and construed to such determination.	

	Rights of Directors on stock dividend	(6) The Directors may, on any occasion when they resolve as provided in paragraph (2) of this Clause, further determine that no allotment of shares or rights of election for shares under that paragraph shall be made available or made to members whose registered addresses entered in the Register or the Record of Depositors, as the case may be, is outside Malaysia or to such other members or class of members as the Directors may in their sole discretion decide and in such event the only entitlements of the members aforesaid shall be to receive in cash the relevant dividend resolved or proposed to be paid or declared.	
	Rights of Directors on cancellation of stock dividend	(7) Notwithstanding the foregoing provisions of this Constitution, if at any time after the Directors' resolution to apply the provisions of paragraph (2) of this Clause in relation to any dividend but prior to the allotment of ordinary shares pursuant thereto, the Directors shall consider that, by reason of any event or circumstance (whether arising before or after such resolution) or by reason of any matter whatsoever, it is no longer expedient or appropriate to implement that proposal, the Directors may at their absolute discretion and as they deem fit in the interest of the Company, cancel the proposed application of paragraph (2) of this Clause.	
~~168~~**167**	**Capitalisation of reserved undistributable profit**	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	**The Director may, with the sanction of an ordinary resolution of the Company:-** **(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:** **i. the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or** **ii. such other date as may be determined by the Directors,**

		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 of unissued shares to be issued to members as fully paid bonus shares or any other members as set out in the Act.	**in the proportion to their then holdings of shares; and/or** **(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:** **i. the date of the ordinary resolution (or such other date as may be specified therein or determined as therein provided); or** **ii. such other date as may be determined by the Directors,** **in proportion to their 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.** **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 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. **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.** ~~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 of unissued shares to be issued to members as fully paid bonus shares or any other members as set out in the Act.~~

~~169~~**168**	**Directors' duties and power in capitalisation**	Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or debentures to which they may be entitled upon the capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profit resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.	Whenever such a resolution as aforesaid shall have been passed, the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the **M**~~m~~embers entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid-up, of any further shares or debentures to which they may be entitled upon the capitalisation, or (as the case may require) for the payment by the Company on their behalf, by the application thereto of their respective proportions of the profit resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such **M**~~m~~embers.
~~170~~**169**	**Translation**	Where any accounts, minute books or other records required to be kept by the Act are not kept in Bahasa Malaysia or English language, the Directors shall cause a true translation of such accounts, minute books and other records to be made in either English or Bahasa Malaysia, from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original accounts, minute books and other records for so long as the original accounts, minute books and other records are required by the Act to be kept.	Where any accounts, minute books or other records required to be kept by the Act are not kept in Bahasa Malaysia or English language, the Directors shall cause a true translation of such accounts, minute books and other records to be made in either English or Bahasa Malaysia **language**, from time to time at intervals of not more than seven (7) days and shall cause such translation to be kept with the original accounts, minute books and other records for so long as the original accounts, minute books and other records are required by the Act to be kept.
~~171~~**170**	**Company may destroy documents**	The Company shall be entitled to destroy all instruments of transfer which shall have been registered at any time after a reasonable time from the date of registration thereof, and all share certificates and dividend mandates which have been cancelled or have ceased to have effect at any time after the expiration of one (1) year from the date of cancellation or cessation thereof, and all notifications of change of name or address after the expiration of one (1) year from the date they	The Company shall be entitled to destroy all instruments of transfer which shall have been registered at any time after a reasonable time from the date of registration thereof, and all share certificates and dividend mandates which have been cancelled or have ceased to have effect at any time after the expiration of one (1) year from the date of cancellation or cessation thereof, and all notifications of change of name or address after the expiration of one (1) year from the date they were recorded, and in favour of the Company it shall

		were recorded, and in favour of the Company it shall conclusively be presumed that every entry in the register which purports to have been made on the basis of an instrument of transfer or other Documents so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and every other Documents hereinbefore mentioned so destroyed was a valid and effective Documents in accordance with the recorded particulars thereof in the books or records of the Company PROVIDED THAT:- (a) the foregoing provisions of this Clause shall apply only to the destruction of a Documents in good faith and without express notice that the preservation of such Documents was relevant to a claim; (b) nothing contained in this Clause shall be construed as imposing upon the Company any liability in respect of the destruction of any such Documents earlier than as aforesaid or in any other circumstances which would not attach to the Company but for the provisions of this Clause; and (c) reference in this Clause to the destruction of any Documents include references to its disposal in any manner.	conclusively be presumed that every entry in the register which purports to have been made on the basis of an instrument of transfer or other ~~D~~**<u>d</u>**ocuments so destroyed was duly and properly made and every share certificate so destroyed was a valid certificate duly and properly cancelled and every other ~~D~~**<u>d</u>**ocuments hereinbefore mentioned so destroyed was a valid and effective Documents in accordance with the recorded particulars thereof in the books or records of the Company ~~PROVIDED THAT~~ **<u>provided that</u>**:- (a) the foregoing provisions of this Clause shall apply only to the destruction of a ~~D~~**<u>d</u>**ocuments in good faith and without express notice that the preservation of such ~~D~~**<u>d</u>**ocuments was relevant to a claim; (b) nothing contained in this Clause shall be construed as imposing upon the Company any liability in respect of the destruction of any such ~~D~~**<u>d</u>**ocuments earlier than as aforesaid or in any other circumstances which would not attach to the Company but for the provisions of this Clause; and (c) reference in this Clause to the destruction of any ~~D~~**<u>d</u>**ocuments include references to its disposal in any manner.
~~172~~**<u>171</u>**	**<u>Service of notices and/or Documents</u>** **<u>Method of giving notice, etc</u>**	Nil (1) Any notice or other Documents, if served personally or sent by post, shall be deemed to have been 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 Documents was properly	**<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>** ~~(1) Any notice or other Documents, if served personally or sent by post, shall be deemed to have been 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 Documents was properly addressed and put into the post office~~

		addressed and put into the post office as a pre-paid letter. Any notice or other Documents 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. (2) Where a notice, or any other Documents or information is served, sent or supplied by electronic communication:- (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. (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 Documents is first made available on the website, or unless otherwise provided under laws.	~~as a pre-paid letter. Any notice or other Documents 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.~~ ~~(2) Where a notice, or any other Documents or information is served, sent or supplied by electronic communication:-~~ ~~(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.~~ ~~(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 Documents is first made available on the website, or unless otherwise provided under laws.~~ ~~(3) A notice, Documents 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:-~~

		(3) A notice, Documents 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:- (a) The publication of the notice, Documents or information on the website; and (b) The designated website link or address where a copy of the notice, Documents or information may be downloaded. (4) A member/ securities holder shall be implied to have agreed to receive such notice or Documents or information by way of such electronic communications. However, members are given a right to request for a hard copy of such notice, Documents or information and the Company shall forward a hard copy of such notice or Documents or information to the member within the prescribed period specified under the Listing Requirements. (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, Documents 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, Documents 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, Documents or information.	~~(a) The publication of the notice, Documents or information on the website; and~~ ~~(b) The designated website link or address where a copy of the notice, Documents or information may be downloaded.~~ ~~(4) A member/ securities holder shall be implied to have agreed to receive such notice or Documents or information by way of such electronic communications. However, members are given a right to request for a hard copy of such notice, Documents or information and the Company shall forward a hard copy of such notice or Documents or information to the member within the prescribed period specified under the Listing Requirements.~~ ~~(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, Documents 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, Documents 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, Documents or information.~~ **(1) <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>** **(i) <u>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>**

			(ii) <u>**in Electronic Form and sent by the following Electronic Communication(s):-**</u> <u>**(a) transmitting to his last known electronic mail address; or**</u> <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> <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> <u>**(iii) partly in hardcopy and partly in electronic form.**</u>
	<u>**When service deemed effected**</u>	Nil	**(2)** <u>**Any notice or Document shall be deemed to have been served by the Company to a Member:-**</u> **(i)** <u>**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> <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**</u>

			letter, envelope or wrapper was so addressed and posted. (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. (iii) where the notice or Document is sent by Electronic Communication(s):- (a) via electronic mail, at the time of transmission to a Member's electronic mail address pursuant to Clause 171(2)(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; (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 publication of notice or Document on website has been given pursuant to Clause 171(2)(ii)(b); or (c) via electronic platform maintained by the Company or third parties, on the date the notice or Document is first made available thereon provided that the notification on the publication or availability of the notice or Document on the relevant electronic platform has been given pursuant to Clause 171(2)(ii)(c). (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. 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.
171A	**Last known address for service**	Nil	**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.**
171B	**Special circumstances on service of notices and/or Document**	Nil	**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 nationally circulated newspaper in Malaysia in the national language and in a nationally circulated newspaper in Malaysia in the English language.**
171C	**Notice deemed received**	Nil	**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.** **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 proper notice of that meeting and, where necessary, of the purpose of that meeting.**
~~173~~**172**	**Notice and/or Documents in case**	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	A notice **and/or Document required to be given to Members** ~~including notice given in electronic form or any other document,~~ may be given by the Company to the person**s** entitled to a share in

	of death or bankruptcy	member by sending it through representatives of the deceased or assignee of the bankrupt or by any like description, 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.	consequence of the death or bankruptcy of a **M**~~m~~ember by sending it through representatives of the deceased or assignee of the bankrupt or by any like description, ~~the~~ **at his last known** 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~~ **served** 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 become entitled to any share,** shall be bound by every notice **and/or Document** 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.
~~174~~**173**	**Who may receive notice of general meeting**	(1) Notice of every general meeting shall be given in a manner herein before specified to:- (a) every Director with a registered address in Malaysia or an address for service of notices in Malaysia; (b) every member with a registered address in Malaysia or an address for service of notices in Malaysia; (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; (d) the auditors for the time being of the Company; and (e) every Exchange on which the Company is listed and any other relevant authorities. (2) Except as aforesaid no other person shall be entitled to receive notices of general meetings. (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.	(1) Notice of every general meeting shall be given in a manner herein before specified to:- (a) ~~Every~~ **the** Director**s of the Company** ~~with a registered address in Malaysia or an address for service of notices in Malaysia~~; (b) every **M**~~m~~ember **at his last known address** ~~with a registered address in Malaysia or an address for service of notices in Malaysia~~; (c) every person entitled to a share in consequence of the death or bankruptcy of a **M**~~m~~ember who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; (d) the auditors **for the time being** of the Company; and (e) ~~every~~ **the** Exchange ~~on which the Company is listed and any other relevant authorities~~. (2) **Save as otherwise provided in this Constitution or in the Act,** ~~Except as aforesaid~~ no other person shall be entitled to receive notices of general meetings. (3) **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. (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.
173A	**Notice and/or Documents to Members outside Malaysia**	Nil	**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.** **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.**
173B	**Undelivered notices and/or Documents to Members**	Nil	**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.**
~~175~~**174**	**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	If the Company is wound up, the liquidator may, with the sanction of a special resolution of the Company, divide amongst the **M**~~m~~embers 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 **M**~~m~~embers or different classes of **M**~~m~~embers. The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon 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.	trusts for the benefit of the contributor as the liquidator, with the like sanction, think fit, but so that no **M**~~m~~ember shall be compelled to accept any shares or other **S**~~s~~ecurities whereon there is any liability.
~~177~~**175**	**Distribution of assets**	(1) Save that this Constitution shall be without prejudice to the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:- (a) if the Company shall be wound up and the assets available for distribution among the members as such, shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively; and (b) if in a winding-up the assets available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed among the members in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively. (2) Where it is proposed that the whole or part of the business or property of the Company is to be transferred or sold to another corporation in a voluntary winding up, with the sanction of a special resolution of the Company conferring either a general authority on the liquidator or an authority in respect of any particular arrangement, the liquidator of the Company may:- (a) receive in compensation or part compensation for the transfer or sale of the shares, debentures, policies or other like interests in the corporation for distribution among the members of the Company; or	(1) Save that this Constitution shall be without prejudice to the rights of holders of shares issued upon special terms and conditions, the following provisions shall apply:- (a) if the Company shall be wound up and the assets available for distribution among the **M**~~m~~embers as such, shall be insufficient to repay the whole of the paid-up capital, such assets shall be distributed so that as nearly as may be the losses shall be borne by the **M**~~m~~embers in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively; and (b) if in a winding-up the assets available for distribution among the **M**~~m~~embers shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding-up, the excess shall be distributed among the **M**~~m~~embers in proportion to the capital paid up, or which ought to have been paid up at the commencement of the winding-up, on the shares held by them respectively. (2) Where it is proposed that the whole or part of the business or property of the Company is to be transferred or sold to another corporation in a voluntary winding up, with the sanction of a special resolution of the Company conferring either a general authority on the liquidator or an authority in respect of any particular arrangement, the liquidator of the Company may:- (a) receive in compensation or part compensation for the transfer or sale of the shares, debentures, policies or other like interests in the corporation for distribution among the **M**~~m~~embers of the Company; or (b) enter into any other arrangement whereby the **M**~~m~~embers of the Company may, in lieu of receiving cash, shares,

		(b) enter into any other arrangement whereby the members of the Company may, in lieu of receiving cash, shares, debentures, policies or other like interests or in addition to the arrangement, participate in the profits of or receive any other benefit from the corporation, and any such transfer, sale or arrangement shall be binding on the members of the Company. (3) If any member of the Company expresses his dissent on matters referred to in subsection (2) in writing addressed to the liquidator and delivered to the office of the liquidator within seven (7) days from the passing of the resolution, the member may require the liquidator to either abstain from carrying the resolution into effect or to purchase his interest at a price to be determined by an agreement or by arbitration in the manner set out in Section 457 of the Act.	debentures, policies or other like interests or in addition to the arrangement, participate in the profits of or receive any other benefit from the corporation, and any such transfer, sale or arrangement shall be binding on the <u>**M**</u>~~m~~embers of the Company. (3) If any <u>**M**</u>~~m~~ember of the Company expresses his dissent on matters referred to in subsection (2) in writing addressed to the liquidator and delivered to the office of the liquidator within seven (7) days from the passing of the resolution, the <u>**M**</u>~~m~~ember may require the liquidator to either abstain from carrying the resolution into effect or to purchase his interest at a price to be determined by an agreement or by arbitration in the manner set out in Section 457 of the Act.
~~177~~<u>**176**</u>	<u>**Liquidator's fees in voluntary liquidation**</u>	Subject to Section 454 of the Act, on the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it shall have been approved by the members. The amount of such payment shall be notified to all members at least seven (7) days before the meeting at which the commission or fee is to be considered.	Subject to Section 454 of the Act, on the voluntary liquidation of the Company, no commission or fee shall be paid to a liquidator unless it shall have been approved by the <u>**M**</u>~~m~~embers. The amount of such payment shall be notified to all <u>**M**</u>~~m~~embers at least seven (7) days before the meeting at which the commission or fee is to be considered.
~~178~~<u>**177**</u>	<u>**Secrecy**</u>	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.	<u>**(1)**</u> Save as may be provided by the Act, no <u>**M**</u>~~m~~ember 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 <u>**M**</u>~~m~~embers to communicate to the public. <u>**(2) Directors or officers of the Company shall be entitled, if he thinks fit, to decline to answer any questions concerning**</u>

			<u>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>
~~179~~**<u>178</u>**	**<u>Indemnity</u>**	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:- (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 (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.	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**<u>s (as defined in the Act)</u>** for the time being of the Company shall be indemnified out of the assets of the Company (including effect of insurance) against:- (a) *No Changes* (b) *No Changes*
~~180~~**<u>179</u>**	**<u>Alteration of Constitution</u>**	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 **<u>provisions of the</u>** Act and ~~to the provisions~~ of the Listing Requirements (if any), the Company may by special resolution delete, alter or add to this Constitution.

~~181~~**<u>180</u>**	**<u>Compliance with statutes, regulations and rules</u>**	The Company shall comply with the provisions of the Act, relevant governing statutes, regulations and rules as may be amended, modified or varied from time to time, or any other directive or requirement imposed by the Exchange, the Bursa Depository and other appropriate authorities, to the extent required by law, notwithstanding any provisions in this Constitution to the contrary.	*No Changes*

www.myeg.com.my

MY E.G. SERVICES BERHAD

Registration No.: 200001003034 (505639-K)
(Incorporated in Malaysia)

NOTICE IS HEREBY GIVEN that the Extraordinary General Meeting ("**EGM**") of MY E.G. Services Berhad ("**MYEG**" or the "**Company**") will be held as a virtual meeting through live streaming and online remote voting using Remote Participation and Voting ("**RPV**") facilities via Vote2U at *https://web.vote2u.app* from the broadcast venue at Level 43A, MYEG Tower, Empire City, No. 8, Jalan Damansara, PJU 8, 47820 Petaling Jaya, Selangor Darul Ehsan, Malaysia ("**Broadcast Venue**") on Thursday, 3 June 2021 at 11.00 a.m. or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the resolutions set out in this Notice.

ORDINARY RESOLUTION 1

PROPOSED DIVERSIFICATION OF EXISTING BUSINESSES OF MYEG AND ITS SUBSIDIARIES ("MYEG GROUP") TO INCLUDE HEALTHCARE RELATED BUSINESSES ("PROPOSED DIVERSIFICATION")

"**THAT** subject to the provisions of the Constitution of MYEG Group, the Main Market Listing Requirements of Bursa Malaysia Securities Berhad ("**Bursa Securities**") ("**Listing Requirements**") and the approvals of all relevant authorities (if any), approval be and is hereby given to MYEG Group to diversify the existing businesses of MYEG Group to include healthcare related businesses which include medical screening services, distribution of vaccines, other pharmaceutical products and medical devices, and provision of quarantine and quarantine-related services.

AND THAT the Board of Directors of the Company ("**Board**") be and are hereby authorised to do all acts, deeds and things as are necessary to give full effect to the Proposed Diversification with full powers to assent to any conditions, modifications, variations and/or amendments in any manner as may be required or imposed by the relevant authorities, and to take all steps and actions as the Directors of the Company may deem fit or expedient in order to carry out, finalise and give full effect to the Proposed Diversification."

SPECIAL RESOLUTION 1

PROPOSED BONUS ISSUE OF UP TO 4,149,122,710 NEW ORDINARY SHARES IN MYEG ("MYEG SHARE(S)") ("BONUS SHARE(S)") ON THE BASIS OF ONE (1) BONUS SHARE FOR EVERY ONE (1) EXISTING MYEG SHARE HELD ON AN ENTITLEMENT DATE TO BE DETERMINED AT A LATER DATE ("PROPOSED BONUS ISSUE")

"**THAT**, subject to the approvals of all relevant authorities or parties, including but not limited to the approval of Bursa Securities, approval be and is hereby given to the Board to allot and issue up to 4,149,122,710 Bonus Shares in the share capital of the Company on the basis of one (1) Bonus Share for every one (1) existing MYEG Share held by the shareholders of the Company whose names appear in the Record of Depositors of the Company as at the close of business on the date to be determined and announced later by the Board;

THAT, such Bonus Shares shall, upon allotment and issuance, carry the same rights as the existing MYEG Shares, save and except that the Bonus Shares would not be entitled to any dividends, rights, allotments and/or other forms of distributions which may be declared, made or paid to shareholders, the entitlement date of which is prior to the date of allotment of the Bonus Shares;

AND THAT, the Board be and is hereby authorised to do all such acts, deeds, and things and enter, sign, execute and deliver all documents as may be necessary or expedient in order to implement, give effect to and complete the Proposed Bonus Issue with full power to assent to any condition, modification, variation and/or amendment as the Board may deem fit, necessary and/or expedient in the interest of the Company or as may be imposed by any relevant authority or consequent upon the implementation of the said conditions, modifications, variations and/or amendments."

SPECIAL RESOLUTION 2

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

"**THAT**, the Proposed Amendment as set out in Appendix II of this Circular be and is hereby approved and adopted with immediate effect.

AND THAT, the Board be and is hereby authorised to do all such acts, deeds, and things and enter, sign, execute and deliver all documents as may be necessary or expedient in order to implement, give effect to and complete the Proposed Amendment with full power to assent to any condition, modification, variation and/or amendment as the Board may deem fit, necessary and/or expedient in the interest of the Company or as may be imposed by any relevant authority or consequent upon the implementation of the said conditions, modifications, variations and/or amendments."

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

12 May 2021

PARTICIPATION AND PROXY:

1. The EGM of the Company will be held as virtual meeting through live streaming and online remote voting using RPV facilities via Vote2U at *https://web.vote2u.app*. Please refer to the Administrative Guide for Shareholders for the procedures to register, participate and vote remotely through the RPV facilities.

2. In compliance with Section 327(2) of the Companies Act 2016, the Chairman shall be present at the main venue of the meeting in Malaysia and in line with the Securities Commission Malaysia's Guidance Note, the Broadcast Venue will be strictly limited to only essential individuals for organising and conducting the virtual EGM. Shareholders, proxy(ies) and corporate representatives will not be allowed to be physically present nor enter the Broadcast Venue.

3. Pursuant to Paragraph 8.29A of the Main Market Listing Requirements of Bursa Securities, voting at the EGM will be conducted by poll rather than a show of hands. Poll Administrator and Independent Scrutineers will be appointed to conduct the polling process and verify the results of the poll respectively.

4. A member entitled to attend, participate and vote at the virtual meeting is entitled to appoint proxy(ies) to attend and vote in his/her stead. If the proxy(ies) is not a member of the Company, he/she need not be an advocate, an approved company auditor or a person approved by the Registrar of Companies and there shall be no restriction as to qualification of the proxy(ies).

5. A member shall be entitled to appoint up to two (2) proxies or attorneys or authorised representatives to vote at the same virtual meeting. Where a member appoints more than one (1) proxy, the appointment shall be invalid unless he/she specifies the proportion of his/her shareholdings to be represented by each proxy.

6. Where a member of the Company is an exempt authorised nominee which holds MYEG Shares for multiple beneficial owners in one securities account ("**Omnibus Account**"), there shall be no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds.

7. An instrument appointing a proxy must be in writing under the hand of the appointer or his/her attorney is duly authorised and in the case of corporation shall be either under its common seal or under the hand of an officer or attorney duly authorised.

8. The instrument appointing a proxy or the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority shall be deposited 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 virtual meeting (no later than Tuesday, 1 June 2021 at 11.00 a.m.) or at any adjournment of virtual meeting failing which, the instrument of proxy shall not be treated as valid.

   Alternatively, individual shareholders may choose to submit the electronic Proxy Form ("**e-Proxy Form**") using RPV facilities via Vote2U at *https://web.vote2u.app* no later than Tuesday, 1 June 2021 at 11.00 a.m. or at any adjournment of virtual meeting. Please refer to the Administrative Guide for Shareholders for the procedures to submit the Proxy Form / e-Proxy Form.

9. The appointment of the proxy(ies) will be INVALID if the Proxy Form / e-Proxy Form is not completed correctly in accordance with the instructions stated in the form.

10. In respect of deposited securities, only members whose names appear on the Record of Depositors on 27 May 2021 (General Meeting Record of Depositors) shall be eligible to attend the virtual meeting or appoint proxy(ies) to attend and/or vote on his/her behalf.

11. The Board wishes to highlight that the EGM may be re-scheduled and/or adjourned subject to the development of the COVID-19 pandemic and the Malaysian Government's announcements or guidelines to be issued from time to time. Rest assured, all Participants including invitees shall be kept informed of any unexpected changes.

MODE OF COMMUNICATION:

Prior to the EGM, the shareholders may submit questions to the Board of Directors at *www.myeg.com.my/investor_relations* (under the "General Meeting" tab) latest by 1 June 2021 and the response will be broadcasted during the virtual meeting. During the EGM, the shareholders may submit questions by clicking on "Ask Question" on the RPV facilities while participating in the virtual meeting.

PERSONAL DATA PRIVACY:

*By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM 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 EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (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.*

www.myeg.com.my

MY E.G. SERVICES BERHAD
Registration No.: 200001003034 (505639-K)
(Incorporated in Malaysia)

PROXY FORM

NUMBER OF SHARES HELD	CDS ACCOUNT NO.

I/We,____NRIC/Registration No.____________________
(Full name in block letters)

of____
(Full Address)

telephone no. ________________email address ________________________being a member/members of **MY E.G. Services Berhad** hereby appoint the person(s) below as my/our proxy(ies) to vote for me/us and on my/our behalf at the Extraordinary General Meeting ("**EGM**") of the Company which will be held as a virtual meeting through live streaming and online remote voting using Remote Participation and Voting ("**RPV**") facilities via Vote2U at *https://web.vote2u.app* from the broadcast venue at Level 43A, MYEG Tower, Empire City, No. 8, Jalan Damansara, PJU 8, 47820 Petaling Jaya, Selangor Darul Ehsan, Malaysia ("**Broadcast Venue**") on Thursday, 3 June 2021 at 11.00 a.m. and at any adjournment thereof:

IMPORTANT NOTE:
Please (i) tick [✓] either **ONE** of the options (a) or (b) for the number of proxy which you wish to appoint, (ii) complete the details of your proxy/proxies and the proportion of your shareholding to be represented (if applicable), (iii) please tick [✓] option (c) if you would like to appoint the Chairman of the EGM as the proxy or failing the proxy to vote on your behalf and (iv) sign or execute this form.

Option		Name of proxy(ies)	NRIC/ Registration No.	Address & Email Address	Proportion of shareholding to be represented
(a)		**Appoint ONE proxy only** *(Please complete details of proxy below)*			
					100%
(b)		**Appoint MORE THAN ONE proxy** *(Please complete details of proxies below)*			
Proxy 1					%
Proxy 2					%
					100%
(c)		**The Chairman of the EGM as my/our proxy and/or failing the above proxy to vote for me/us on my/our behalf**			

My/our proxy/proxies is/are to vote as indicated below:

Please indicate with an "X" in the appropriate box provided below to indicate how you wish your vote to be cast. If you do not indicate how you wish your proxy to vote on the Resolutions, the proxy shall vote at his/her discretion, or abstain from voting as the proxy thinks fit.

NO.	ORDINARY RESOLUTION	FOR		AGAINST	
		Proxy 1	Proxy 2	Proxy 1	Proxy 2
1	Proposed Diversification				
NO.	**SPECIAL RESOLUTION**	**FOR**		**AGAINST**	
		Proxy 1	Proxy 2	Proxy 1	Proxy 2
1	Proposed Bonus Issue				
2	Proposed Amendment				

Dated this _______ day of ______________ 2021

____
Signature / Common Seal of Shareholder

Fold this flap for sealing

Participation and Proxy:

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Then fold here

AFFIX
STAMP

The Share Registrar

MY E.G. SERVICES BERHAD
[Registration No. 200001003034 (505639-K)]

Ground Floor or 11th Floor,
Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim
Seksyen 13, 46200 Petaling Jaya
Selangor Darul Ehsan

1st fold here

7. An instrument appointing a proxy must be in writing under the hand of the appointer or his/her attorney is duly authorised and in the case of corporation shall be either under its common seal or under the hand of an officer or attorney duly authorised.

8. The instrument appointing a proxy or the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority shall be deposited 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 virtual meeting (no later than Tuesday, 1 June 2021 at 11.00 a.m.) or at any adjournment of virtual meeting failing which, the instrument of proxy shall not be treated as valid.

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Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and /or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of EGM dated 12 May 2021.