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TELEKOM MALAYSIA BERHAD
(Company No. 128740-P)
(Incorporated in Malaysia)

CIRCULAR TO SHAREHOLDERS

IN RELATION TO THE

PART A

- (I) PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**
- (II) PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

PART B

PROPOSED ADOPTION OF A NEW CONSTITUTION OF THE COMPANY IN PLACE OF THE EXISTING MEMORANDUM & ARTICLES OF ASSOCIATION

The resolutions in respect of the above proposals will be tabled at the Thirty-third Annual General Meeting (**33rd AGM**) of Telekom Malaysia Berhad (**the Company**) to be held on Thursday, 26 April 2018 at 10.00 a.m. at Kristal Hall, TM Convention Centre, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia and at any adjournment thereof.

The Notice of the 33rd AGM and the Proxy Form are set out in the Corporate and Financial Summary of the Company's 2017 Integrated Annual Report dispatched together with this Circular.

Last date and time for lodgement of the Proxy Form is not less than 24 hours before the time appointed for the taking of the poll or no later than on Wednesday, 25 April 2018 at 12:00 noon.

This Circular is dated 28 March 2018

DEFINITIONS

The following definitions shall apply throughout this Circular unless the context requires otherwise:

Act	:	Companies Act, 2016, as amended from time to time and any re-enactment thereof
AGM	:	Annual General Meeting
AMH	:	Astro Malaysia Holdings Berhad
AMH Group	:	AMH and/or its subsidiaries
Axiata	:	Axiata Group Berhad
Axiata Group	:	Axiata and/or its subsidiaries
Board	:	Board of Directors of our Company
Bursa Securities	:	Bursa Malaysia Securities Berhad
Celcom	:	Celcom Axiata Berhad
Circular	:	This circular to the shareholders of the Company dated 28 March 2018
CMSA	:	Capital Markets and Services Act, 2007, as amended from time to time and any re-enactment thereof
Constitution	:	Constitution of the Company, as amended from time to time
Director	:	(a) A Director of our Company or our subsidiary, and shall have the same meaning as given in Section 2(1) of the CMSA; and (b) For purposes of the Proposed Renewal of Shareholders' Mandate and Proposed Additional Shareholders' Mandate, includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a director or a chief executive of our Company, our subsidiary or holding company, in accordance with the definition in Chapter 10 of the Main LR
Khazanah	:	Khazanah Nasional Berhad, a Major Shareholder of our Company
LPD	:	28 February 2018, being the latest practicable date prior to printing of this Circular
Main LR	:	Main Market Listing Requirements of Bursa Securities, as amended from time to time
Major Shareholder	:	(a) A person who has an interest or interests in one (1) or more of the voting shares in our Company or our subsidiary and the nominal amount of that share, or the aggregate of the nominal amounts of those shares, is: (i) ten percent (10%) or more of the aggregate of the nominal amounts of all the voting shares in our Company; or

- (ii) five percent (5%) or more of the aggregate of the nominal amounts of all the voting shares in our Company where such person is the largest shareholder of our Company.

For the purpose of this definition, “**interest in shares**” shall have the meaning given in Section 8 of the Act; and

- (b) For the purposes of the Proposed Renewal of Shareholders’ Mandate and Proposed Additional Shareholders’ Mandate, it also includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a Major Shareholder of our Company, or any other corporation which is our Company’s subsidiary or holding company

M&A	:	Existing Memorandum and Articles of Association of the Company
MoF Inc.	:	Minister of Finance, a body corporate established under the Ministry of Finance (incorporation) Act 1957
NA	:	Net assets attributable to shareholders of our Company
Person Connected	:	In relation to any person (referred to as “said Person”) means such person who falls under any one of the following categories: <ul style="list-style-type: none">(a) a family member of the said Person;(b) a trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the said Person, or a family member of the said Person, is the sole beneficiary;(c) a partner of the said Person;(d) a person, or where the person is a body corporate, the body corporate or its directors, who is/are accustomed or under an obligation, whether formal or informal, to act in accordance with the directions, instructions or wishes of the said Person;(e) a person, or where the person is a body corporate, the body corporate or its directors, in accordance with whose directions, instructions or wishes the said Person is accustomed or is under an obligation, whether formal or informal, to act;(f) a body corporate in which the said Person, or persons connected with the said Person are entitled to exercise, or control the exercise of, not less than 20% of the votes attached to voting shares in the body corporate; or(g) a body corporate which is a related corporation of the said Person.
Proposals	:	The Proposed Renewal of Shareholders’ Mandate and the Proposed Additional Shareholders’ Mandate
Proposed Additional Shareholders’ Mandate	:	Proposed additional shareholders’ mandate for RRPT to be entered into as set out in Appendix II of this Circular
Proposed New Constitution	:	Proposed adoption of a new constitution of the Company in place of the existing M&A as set out in Appendix III of this Circular

Proposed Renewal of Shareholders' Mandate	:	Proposed renewal of shareholders' mandate for RRPT to be entered into as set out in Appendix I of this Circular
Related Party	:	A Director, Major Shareholder or Person Connected with such Director or Major Shareholder
Related Party Transaction	:	A transaction entered into between our Company or a subsidiary of our Company which involves the interest, direct or indirect, of a Related Party
RRPT	:	A Related Party Transaction which is recurrent, of a revenue or trading nature and which is necessary for our Group's day-to-day operations and are in the ordinary course of business of our Group
Shareholders	:	Shareholders of our Company
TNB	:	Tenaga Nasional Berhad
TNB Group	:	TNB and its subsidiaries
TM or Company	:	Telekom Malaysia Berhad
TM Group or Group	:	TM and its subsidiaries

All references to "**our Company**" in this Circular are to TM. References to "**our Group**" are to our Company and our subsidiaries. References to "**we**", "**us**", "**our**" and "**ourselves**" are to our Company and where the context requires, shall include our subsidiaries.

All references to "**you**" in this Circular are to our shareholders.

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

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

Any reference to a time or date in this Circular is a reference to Malaysian time or date, unless otherwise stated.

Any discrepancy in the tables between the amounts listed, actual figures and the totals in this Circular are due to rounding.

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LETTER TO OUR SHAREHOLDERS IN RELATION TO THE PROPOSED ADOPTION OF A NEW CONSTITUTION OF THE COMPANY IN PLACE OF THE EXISTING MEMORANDUM & ARTICLES OF ASSOCIATION (PROPOSED NEW CONSTITUTION)

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PART A

**LETTER TO OUR SHAREHOLDERS IN RELATION TO THE PROPOSED RENEWAL AND
ADDITIONAL SHAREHOLDERS' MANDATE**



TELEKOM MALAYSIA BERHAD

(Company No. 128740-P)
(Incorporated in Malaysia)

Registered office:

Level 51, North Wing
Menara TM
Jalan Pantai Baharu
50672 Kuala Lumpur
Malaysia

28 March 2018

Directors:

Tan Sri Dato' Seri Dr Sulaiman Mahbob (*Chairman, Non-Independent Non-Executive Director*)
Dato' Sri Mohammed Shazalli Ramly (*Managing Director/Group Chief Executive Officer, Non-Independent Executive Director*)
Datuk Bazlan Osman (*Executive Director/Deputy Group Chief Executive Officer, Non-Independent Executive Director*)
Dato' Sri Dr. Mohmad Isa Hussain (*Non-Independent Non-Executive Director*)
Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil (*Non-Independent Non-Executive Director*)
Tunku Dato' Mahmood Fawzy Tunku Muhiyiddin (*Senior Independent Non-Executive Director*)
Datuk Zalekha Hassan (*Independent Non-Executive Director*)
Davide Giacomo Federico Benello @ David Benello (*Independent Non-Executive Director*)
Datuk Seri Fateh Iskandar Tan Sri Dato' Mohamed Mansor (*Independent Non-Executive Director*)
Gee Siew Yoong (*Independent Non-Executive Director*)
Tunku Afwida Tunku Dato' A.Malek (*Independent Non-Executive Director*)
Balasingham A. Namasidayam (*Independent Non-Executive Director*)
Dato' Asri Hamidin @ Hamidon (*Alternate Director to Dato' Sri Dr. Mohmad Isa Hussain, Non-Independent Non-Executive Alternate Director*)

To: Our Shareholders

Dear Sir/Madam,

- (I) **PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE (PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE); AND**
 - (II) **PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE (PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE)**
-

1. INTRODUCTION

- 1.1** At our Company's AGM held on 26 April 2017, our Company had obtained a shareholders' mandate for our Company and/or our subsidiaries to enter into RRPT of a revenue or trading nature which are necessary for our Group's day-to-day operations and are in the ordinary course of business and on terms that are not more favourable to the Related Parties than those generally available to the public (**Existing Mandate**).
- 1.2** The Existing Mandate shall, in accordance with the Main LR, lapse at the conclusion of our forthcoming 33rd AGM, unless the authority for its renewal is obtained from our shareholders at our forthcoming 33rd AGM. At the same time, our Company will be seeking approval to enter into additional RRPT of a revenue or trading nature which are necessary for our Group's day-to-day operations under the Proposed Additional Shareholders' Mandate.

- 1.3 Accordingly, our Board had announced on 27 February 2018 that we propose to seek your approval for the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate at the forthcoming AGM.
- 1.4 The purpose of this Circular is to provide you with the information on the Proposed Renewal of Shareholders' Mandate and to seek your approval for the resolutions pertaining to the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate to be tabled as Special Business at our forthcoming AGM.

WE ADVISE YOU TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTIONS IN RELATION TO THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE AND THE PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE TO BE TABLED AT OUR FORTHCOMING AGM.

2. DETAILS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE AND THE PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE

2.1 Provisions under the Main LR

- (a) Pursuant to Paragraph 10.09(2) of Chapter 10 of the Main LR, a listed issuer may seek shareholders' mandate in respect of RRPT subject to the following:
- (i) the transactions are in the ordinary course of business and are on terms not more favourable to the related party than those generally available to the public;
 - (ii) the shareholders' mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to the shareholders' mandate during the financial year where the aggregate value is equal to or more than the threshold prescribed under Paragraph 10.09(1) of the Main LR;
 - (iii) the circular to shareholders for the shareholders' mandate includes the information as may be prescribed by Bursa Securities;
 - (iv) in a meeting to obtain the shareholders' mandate, the relevant related party must comply with the requirements set out in paragraph 10.08 (7); and
 - (v) a listed issuer must immediately announce to Bursa Securities when the actual value of a RRPT entered into by the listed issuer exceeds the estimated value of the RRPT disclosed in the circular by 10% or more and must include the information as may be prescribed by Bursa Securities in its announcement.
- (b) Transactions entered into between a listed issuer (or any of its wholly-owned subsidiaries) and its wholly-owned subsidiary are excluded from the requirements of Part E of Chapter 10 of the Main LR.
- (c) In accordance with Paragraph 3.1.4 of Practice Note 12 of the Main LR, the shareholders' mandate will take effect from the date on which Shareholders' approval is obtained and shall continue to be in force until:
- (i) the conclusion of the next AGM of a listed issuer following the general meeting at which the shareholders' mandate was granted, at which time it will lapse, unless by a resolution passed at the general meeting, the authority is renewed;

- (ii) the expiration of the period within which the next AGM after that date is required to be held pursuant to Section 340(2) of the Act (but must not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
 - (iii) revoked or varied by resolution passed by Shareholders at a general meeting;
- whichever is the earlier.
- (d) Disclosure will be made in our Company's Integrated Annual Report in accordance with Section 3.1.5 of Practice Note 12 of the Main LR, which provides a breakdown of the aggregate value of the RRPT made during the financial year, amongst others, based on the following information:
- (i) the type of the RRPT made; and
 - (ii) the names of the related parties involved in each type of the RRPT made and their relationship with the listed issuer.

Accordingly, our Company proposes to procure the approval from our Shareholders for the Proposals for our Group to enter into recurrent transactions with Related Parties which are of a revenue or trading nature and necessary for our Group's day-to-day operations and are in the ordinary course of business, on terms not more favourable to the Related Parties than those generally made available to the public and are not detrimental to the minority shareholders.

The Proposals, if approved, will take effect from the date of our forthcoming 33rd AGM and will continue to be in force until the conclusion of the next AGM or until the expiration of the period within which the next AGM is required to be held pursuant to Section 340(2) of the Act (but must not extend to such extension as may be allowed pursuant to Section 340(4) of the Act) unless revoked or varied by resolution passed by our Shareholders at a general meeting, whichever is earlier.

2.2 Our principal activities

The principal activities of our Company are the establishment, maintenance and provision of telecommunications and related services. The principal activities of our subsidiaries include the provision of internet and multimedia services, research and development activities, leasing of optical fibre telecommunication system services, managed network services and other telecommunication related services. Through our subsidiaries, we also provide other non-telecommunication related services such as provision of education, customer service outlets, publication, management of telecommunication tourism tower, fleet management services and integrated security surveillance system.

2.3 Classes of Related Parties

The Proposals will apply to the following classes of Related Parties:

- (a) Major Shareholders;
- (b) Directors; and
- (c) Persons connected to such Major Shareholders and/or Directors.

2.4 RRPT Details

(a) Class, nature and estimated aggregate value of the Existing RRPT

The details of the Existing RRPT under the Proposed Renewal of Shareholders' Mandate are set out in Appendix I of this Circular.

(b) Class, nature and estimated aggregate value of the Additional RRPT

The details of the RRPT under the Proposed Additional Shareholders' Mandate are set out in Appendix II of this Circular.

(c) Amounts due and owing to our Group by Related Parties pursuant to RRPT ("Outstanding RRPT Receivables")

The Outstanding RRPT Receivables from the companies within the Axiata Group and AMH Group (being our Related Parties) which have exceeded the credit term for the following periods as at 31 December 2017 are as follows:

No.	Nature of RRPT	Principal amount of Outstanding RRPT Receivables which exceed the credit term for a period of				Total
		1 year or less	More than 1 to 3 years	More than 3 to 5 years	More than 5 years	
		RM '000	RM '000	RM '000	RM '000	RM '000
1	Interconnect revenue from Axiata Group	3,148 ⁽¹⁾	145 ⁽²⁾	96	-	3,389
2	Provision of leased-line services to Axiata Group	9,246	1,266	-	-	10,512
3	Provision of data and bandwidth related services to Axiata Group	8,182 ⁽³⁾	4,973 ⁽⁴⁾	-	-	13,155
4	Site rental for telecommunication infrastructure, equipment and related charges by TM Group to Axiata Group	15,282	5,769	-	-	21,051
5	Provision of fibre optic core and bandwidth services by Fiberail Sdn Bhd to Axiata Group	183	-	-	-	183
6	Provision of fibre optic, bandwidth, space & facility by Fibrecomm Network (M) Sdn Bhd to Axiata Group	206 ⁽⁵⁾	-	-	-	206
7	Provision of internet access, broadband and fibre circuit services to AMH Group	1,046 ⁽⁶⁾	17	-	-	1,063
8	Provision of ICT products, radio transmission and connectivity services to AMH Group	229 ⁽⁷⁾	-	-	-	229
	TOTAL	37,522	12,170	96	-	49,788

Notes:

- ⁽¹⁾ As at LPD, the outstanding amount due is RM987,330
⁽²⁾ As at LPD, the outstanding amount due has been fully received
⁽³⁾ As at LPD, the outstanding amount due is RM2,058,900
⁽⁴⁾ As at LPD, the outstanding amount due is RM2,748,480
⁽⁵⁾ As at LPD, the outstanding amount due has been fully received
⁽⁶⁾ As at LPD, the outstanding amount due is RM119,000
⁽⁷⁾ As at LPD, the outstanding amount due is RM10,000

No late payment charges are imposed on the receivables from the above Related Parties as the total Outstanding RRPT Receivables as at LPD are not substantial and our Board is of the view that the amount will be recoverable. In addition, the Related Parties have a long-standing business relationship with our Company.

Our Company has taken action in respect of recovering the above amounts due to our Company, including the sending of reminders to the relevant debtors, follow-up calls and meetings with the customers. Efforts have also been made to engage the Related Parties for expeditious payment of certain outstanding amounts.

2.5 Review procedures for the RRPT

To ensure that the RRPT are undertaken on an arm's length basis, on normal commercial terms and transaction prices, which are not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders and to supplement the existing internal control procedures of our Group, the audit committee of our Board (**Board Audit Committee**) is tasked with the review and approval of such transactions.

Our Board Audit Committee currently comprises Gee Siew Yoong (Chairman of the Board Audit Committee and Independent Non-Executive Director), Datuk Zalekha Hassan (Independent Non-Executive Director), Tunku Afwida Tunku Dato' A.Malek (Independent Non-Executive Director), Balasingham A. Namasiwayam (Independent Non-Executive Director) and Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil (Non-Independent Non-Executive Director).

We have established the following procedures and guidelines for the review and approval of the RRPT:

- (a) a list of the Related Parties is provided to our Group Procurement Division to monitor and the chief financial officers or heads of financial division (as the case may be) in our Group will ensure that all RRPT to be entered into by our Group are required to be undertaken on an arm's length basis, on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders;
- (b) regular RRPT awareness programs and briefing sessions to operating units and subsidiaries are carried out by our Group Procurement Division and PLC Compliance Unit on the requirement to monitor and report on all RRPT for compilation and reporting to our Best Practices Committee and Board Audit Committee;
- (c) we shall maintain proper records of the RRPT to be entered into with the Related Parties under the Shareholders' mandate. We will disclose in our annual report the breakdown of the aggregate value of RRPT entered into during the financial year based on, amongst others, the following:
 - (i) the type of RRPT made; and
 - (ii) the names of the Related Parties involved in each type of the RRPT made and their relationship with us;
- (d) we shall only enter into any RRPT after taking into account the pricing and contract rate, terms and conditions, level of service and expertise required, quality of products and services provided to/by the Related Parties as compared to prevailing market prices and rates, industry norms and standards as well as general practices by service providers of similar capacity and capability generally available in the open market;
- (e) the annual internal audit plan shall incorporate a review of all RRPT entered or to be entered into under the shareholders' mandate to ensure that relevant approvals for the RRPT have been obtained and/or duly ratified and the review procedures in respect of such transactions are adhered to;
- (f) all RRPT will be reviewed by the internal auditors and presented at the meeting of our Board Audit Committee. Our Board Audit Committee shall have the right of access to information on the Related Parties and is entitled to the services of any independent advisers, if required, in the discharge of its duties;
- (g) our Board Audit Committee shall review on an annual basis the internal audit reports pertaining to the RRPT to ascertain that the guidelines and procedures established to monitor the RRPT have been complied with;

- (h) our Board and Board Audit Committee shall have the overall responsibility of determining whether the review procedures and guidelines on the RRPT are appropriate and sufficient. If any of our Board or Board Audit Committee members has an interest in an RRPT, he will abstain from any decision making in respect of that RRPT;
- (i) if our Board and Board Audit Committee are of the view that the review procedures are no longer sufficient to ensure that the RRPT is made on an arm's length basis, on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders, they shall have the discretion to discharge, vary and/or modify or implement new and/or additional procedures and guidelines, without your prior approval, provided that such amended, varied, modified, new or additional procedures are no less stringent than the existing procedures and guidelines;
- (j) at least two (2) other contemporaneous transactions with unrelated third parties for similar products/services and/or quantities will be used as comparison, wherever possible, to determine whether the price and terms offered to/by the related parties are fair and reasonable and comparable to those offered to/by other unrelated third parties for the same or substantially similar type of products/services and/or quantities. Where quotation or comparative pricing from unrelated third parties cannot be obtained, the transaction price will be determined by our Group based on those offered by/to other unrelated parties for the same or substantially similar type of transaction. In the event this method of comparison is also not available, we will then undertake other typically-adopted forms of benchmarking analyses (such as evaluating the reasonableness of the profit margin which we may derive in connection with such RRPT) to determine a transaction price which is deemed to be on arm's length basis and to ensure that the RRPT is not detrimental to our Group; and
- (k) our Group has in place internal authority limit matrices governing all business transactions including RRPT. Such internal authority limit matrices would include approval thresholds, which vary depending on the type of transaction as well as the legal entity/division/business unit undertaking such transactions. Essentially, all transactions shall be reviewed and approved by our Board, Executive Directors, senior management and/or appropriate approving levels in accordance with our Group's internal authority limit matrices.
- (l) in addition, any RRPT having a percentage ratio (as defined under Paragraph 10.02(g) of the Main LR) of 0.25% or more will be reported to PLC Compliance Unit, who in turn can take the appropriate/necessary action, which may include procuring the Board Audit Committee's approval.

2.6 Statement by Board Audit Committee

Our Board Audit Committee has seen and reviewed the procedures mentioned in Section 2.5 above and is of the opinion that the abovementioned procedures are sufficient to ensure that any RRPT is undertaken on an arm's length basis, on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders.

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

3. RATIONALE FOR THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE AND THE PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE

The Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate will enable our Group to enter into the RRPT described in Appendix I and II of this Circular.

The RRPT are transactions in the ordinary course of our business, made on an arm's length basis, on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders.

The RRPT to be entered into by our Group are intended to meet our business needs at the best possible terms. Our Group should be able to have access to all available markets, products and services provided by all vendors including the Related Parties. This will enhance our Group's ability to explore mutually beneficial business opportunities.

The RRPT are likely to continue in the future on a frequent and recurrent basis from time to time. In addition, these transactions may be time-sensitive and confidential. The Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate will eliminate the need to announce and convene separate general meetings to seek your prior approval on a case by case basis before entering into such transactions. The Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate will therefore enable us to save administrative time and expenses which could be better utilized towards pursuing our corporate objectives.

4. EFFECTS OF THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE AND THE PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE

4.1 Issued share capital

The Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate will not have any effect on our issued share capital.

4.2 Earnings

The Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate are not expected to have any material effect on the earnings of our Group for the financial year ending 31 December 2018.

4.3 NA and gearing

Based on our audited consolidated Statement of Financial Position as at 31 December 2017, the Proposals are not expected to have any material effect on our consolidated NA and gearing.

4.4 Substantial shareholders' shareholdings

The Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate will not have any effect on our substantial shareholders' shareholdings in our Company.

5. APPROVALS REQUIRED FOR THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE AND PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE

The Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate are subject to your approval at our forthcoming AGM.

6. DIRECTORS AND MAJOR SHAREHOLDERS' INTERESTS

Save as disclosed below, none of our Directors, Major Shareholders and/or Persons Connected to them have any interest, direct or indirect, in the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate:

- (a) MoF Inc. and Khazanah, our Major Shareholders, who are deemed interested in the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the resolutions pertaining to the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate at our forthcoming AGM. MoF Inc. and Khazanah, through their representative(s) on our Board, have also undertaken to ensure that Persons Connected to them will abstain from voting, in respect of their direct and/or indirect shareholdings (if any) in our Company, deliberating or approving, the resolution pertaining to the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate at our forthcoming AGM.
- (b) Dato' Sri Dr. Mohmad Isa Hussain and his alternate Director, Dato' Asri Hamidin @ Hamidon, are MoF Inc.'s representatives on our Board. Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil is Khazanah's representatives on our Board. Gee Siew Yoong is an Independent Non-Executive Director on TM and TNB.

Accordingly, Dato' Sri Dr. Mohmad Isa Hussain, Dato' Asri Hamidin @ Hamidon, Nik Rizal Kamil Tan Sri Ibrahim Kamil and Gee Siew Yoong (collectively referred to as the "**Interested Directors**"), where applicable, have abstained and will continue to abstain from deliberation and voting on the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate at our relevant Board meetings.

- (c) The Interested Directors will abstain from voting in respect of their direct and/or indirect shareholdings (if any) in our Company on the resolution for the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate at our forthcoming AGM and have also undertaken to ensure that Persons Connected with them will abstain from voting, in respect of their direct and/or indirect shareholdings (if any) in our Company, deliberating or approving, the resolution pertaining to the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate at our forthcoming AGM.

Based on our Company's Register of Substantial Shareholders and Register of Directors' Shareholdings, the direct and indirect shareholdings of our abovementioned Interested Directors and Major Shareholders in our Company as at the LPD are as follows:

Interested parties	Direct		Indirect	
	No. of TM Shares	%	No. of TM Shares	%
Major Shareholders				
MoF Inc.	-	-	984,825,713 ⁽¹⁾	26.21
Khazanah	984,825,713	26.21	-	-
Directors				
Dato' Sri Dr. Mohmad Isa Hussain	-	-	-	-
Dato' Asri Hamidin @ Hamidon (Alternate to Dato' Sri Dr. Mohmad Isa Hussain)	-	-	-	-
Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil	-	-	-	-
Gee Siew Yoong	-	-	-	-

Note:

⁽¹⁾ Deemed interested through Khazanah under Section 8 of the Act.

7. DIRECTORS' RECOMMENDATION

Our Board (other than the Interested Directors who have abstained from expressing their opinions and recommendations), having considered all aspects of the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate, are of the view that the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate are in the best interest of our Company. Accordingly, our Board (other than the Interested Directors) recommends that you vote in favour of the resolution pertaining to the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate at our forthcoming AGM.

8. AGM

Our AGM will be held at Kristal Hall, TM Convention Centre, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia on Thursday, 26 April 2018 at 10.00 a.m. for the purpose of considering and if thought fit, passing with or without modifications, the resolutions to give effect to the Proposed Renewal of Shareholders' Mandate and the Proposed Additional Shareholders' Mandate. The Notice and Proxy Form are enclosed in the Corporate and Financial Summary of the Company's 2017 Integrated Annual Report dispatched together with this Circular.

If you are unable to attend and vote in person at our AGM, you are requested to complete, sign and return the enclosed Form of Proxy in accordance with the instructions printed on it, so as to arrive at our Share Registrar's office, Symphony Share Registrars Sdn Bhd, at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor, Malaysia not less than 24 hours before the time appointed for the taking of the poll or no later than on Wednesday, 25 April 2018 at 12:00 noon. You may attend and vote in person at our AGM, if you wish to do so, even if you have completed and returned the Form of Proxy so long as you have revoked the appointment of your proxy prior to the said AGM.

9. FURTHER INFORMATION

Please refer to the attached appendices of this Circular for further information.

Yours faithfully
For and on behalf of the Board of
TELEKOM MALAYSIA BERHAD

Tan Sri Dato' Seri Dr Sulaiman Mahbob
Chairman
Non-Independent Non-Executive Director

PART B

**LETTER TO OUR SHAREHOLDERS IN RELATION TO THE PROPOSED ADOPTION OF A
NEW CONSTITUTION OF THE COMPANY IN PLACE OF THE EXISTING MEMORANDUM &
ARTICLES OF ASSOCIATION**



TELEKOM MALAYSIA BERHAD
(Company No. 128740-P)
(Incorporated in Malaysia)

Registered office:
Level 51, North Wing
Menara TM
Jalan Pantai Baharu
50672 Kuala Lumpur
Malaysia

28 March 2018

Directors:

Tan Sri Dato' Seri Dr Sulaiman Mahbob (*Chairman, Non-Independent Non-Executive Director*)
Dato' Sri Mohammed Shazalli Ramly (*Managing Director/Group Chief Executive Officer, Non-Independent Executive Director*)
Datuk Bazlan Osman (*Executive Director/Deputy Group Chief Executive Officer, Non-Independent Executive Director*)
Dato' Sri Dr. Mohamad Isa Hussain (*Non-Independent Non-Executive Director*)
Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil (*Non-Independent Non-Executive Director*)
Tunku Dato' Mahmood Fawzy Tunku Muhiyiddin (*Senior Independent Non-Executive Director*)
Datuk Zalekha Hassan (*Independent Non-Executive Director*)
Davide Giacomo Federico Benello @ David Benello (*Independent Non-Executive Director*)
Datuk Seri Fateh Iskandar Tan Sri Dato' Mohamed Mansor (*Independent Non-Executive Director*)
Gee Siew Yoong (*Independent Non-Executive Director*)
Tunku Afwida Tunku Dato' A.Malek (*Independent Non-Executive Director*)
Balasingham A. Namasiwayam (*Independent Non-Executive Director*)
Dato' Asri Hamidin @ Hamidon (*Alternate Director to Dato' Sri Dr. Mohamad Isa Hussain, Non-Independent Non-Executive Alternate Director*)

To: Our Shareholders

Dear Sir/Madam,

PROPOSED ADOPTION OF A NEW CONSTITUTION OF THE COMPANY IN PLACE OF THE EXISTING MEMORANDUM & ARTICLES OF ASSOCIATION (M&A)

1. INTRODUCTION

On 25 January 2018, the Board announced that the Company proposed to seek its shareholders' approval for the adoption of a new Constitution in place of the Company's M&A (**Proposed New Constitution**).

The purpose of this Circular is to provide you with the relevant information on the Proposed New Constitution, and to seek your approval for the special resolution in respect of the Proposed New Constitution to be tabled at the forthcoming 33rd AGM of the Company.

WE ADVISE YOU TO READ AND CONSIDER CAREFULLY THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDICES CONTAINED HEREIN BEFORE VOTING ON THE RESOLUTIONS IN RELATION TO THE PROPOSED NEW CONSTITUTION TO BE TABLED AT OUR FORTHCOMING AGM.

2. DETAILS AND RATIONALE FOR THE PROPOSED NEW CONSTITUTION

2.1 Pursuant to Section 36 of the Act, the Board proposes to amend the M&A in its entirety and substitute the same with a new Constitution after taking into consideration the following:

(a) The Act which came into force on 31 January 2017; and

(b) The updates to the Main LR of Bursa Securities with effect from 2 January 2018 and 28 January 2018.

A copy of the new Constitution to be adopted is set out in Appendix III to this Circular.

2.2 The Proposed New Constitution is primarily being proposed to streamline the Company's M&A and corporate practices with the Act, which came into force on 31 January 2017 and to take into account the amendments made by Bursa Securities to the Main LR. Pertinently, the Company, being a public listed company is required to amend its Constitution to reflect the requirements under Chapter 7 of the Main LR by 31 December 2019.

2.3 Broadly, some of the changes being made include:

(a) the removal of references to the par value regime (which has been abolished under the Act);

(b) an increase in the maximum number of Directors of the Company for the purpose of reflecting a diversity of expertise and experience at the Board to assist the Company to manage the growing complexities of the industry; and

(c) the introduction of service of notices via electronic means.

2.4 A summary of the amendments made to the M&A and the corresponding rationale for such amendments are set out in the Company's website, www.tm.com.my.

3. EFFECTS OF THE PROPOSED NEW CONSTITUTION

The Proposed New Constitution will not have any effect on our issued share capital, earnings of the Group for the financial year ending 31 December 2018, NA and gearing and substantial shareholders' shareholding in our Company.

4. APPROVAL REQUIRED

On 5 March 2018, the Company has secured the necessary concurrence of the MoF as the Special Shareholder, to the amendments intended to be made to the relevant clauses in the M&A which are subject to the Special Shareholders' specific consent.

Other than the above, the Proposed New Constitution is not subjected to any other regulatory approval other than your approval at the forthcoming AGM.

5. DIRECTORS AND MAJOR SHAREHOLDERS' INTERESTS

None of the Directors and substantial shareholders or persons connected with them have any interest, direct or indirect, in the Proposed New Constitution.

6. DIRECTORS' RECOMMENDATION

The Board, after having considered all aspects of the Proposed New Constitution, is of the opinion that the Proposed New Constitution is in the best interest of the Company. Accordingly, the Board recommends that the shareholders of the Company vote in favour of the special resolution pertaining to the Proposed New Constitution.

7. AGM

Our AGM will be held at Kristal Hall, TM Convention Centre, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia on Thursday, 26 April 2018 at 10.00 a.m. for the purpose of considering and if thought fit, passing with or without modifications, the resolutions to give effect to the Proposed New Constitution. The Notice and Proxy Form are enclosed in the Corporate and Financial Summary of the Company's 2017 Integrated Annual Report dispatched together with this Circular.

If you are unable to attend and vote in person at our AGM, you are requested to complete, sign and return the enclosed Form of Proxy in accordance with the instructions printed on it, so as to arrive at our Share Registrar's office, Symphony Share Registrars Sdn Bhd, at Level 6, Symphony House, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor, Malaysia not less than 24 hours before the time appointed for the taking of the poll or no later than on Wednesday, 25 April 2018 at 12:00 noon. You may attend and vote in person at our AGM, if you wish to do so, even if you have completed and returned the Form of Proxy so long as you have revoked the appointment of your proxy prior to the said AGM.

8. FURTHER INFORMATION

Shareholders are requested to refer to the appendices for further information.

Yours faithfully,
For and on behalf of the Board of
TELEKOM MALAYSIA BERHAD

Tan Sri Dato' Seri Dr Sulaiman Mahbob
Chairman
Non-Independent Non-Executive Director

DETAILS OF THE RRPT TO BE ENTERED INTO BY OUR GROUP UNDER THE PROPOSED RENEWAL OF SHAREHOLDERS' MANDATE

Transacting companies in our Group	Transacting Related Parties	Interested Major Shareholder/Director	Nature of relationship	Nature of RRPT	2017 Shareholders' Mandate		Estimated Value of the Proposed Mandate (RM '000)
					Estimated Value (RM '000)	Actual Value (1) (RM '000)	
Our Company and/or our subsidiaries	Axiata Group	MoF Inc., Khazanah, Dato' Sri Dr. Mohamad Isa Hussain, Dato' Asri Hamidin @ Hamidon and Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil	In addition to their shareholdings in our Company, Khazanah and MoF Inc. have direct and indirect shareholdings of 37.26% in Axiata. Dato' Sri Dr Mohamad Isa and his Alternate, Dato' Asri, are representatives of MoF Inc. on our Board. Nik Rizal Kamil is Khazanah's representative on our Board.	Revenue			
				- Interconnect revenue from Axiata Group.	68,440	50,568	51,148
				- Provision of leased-line services to Axiata Group.	6,747	7,909 ⁽⁴⁾	7,801
				- Provision of data and bandwidth related services to Axiata Group.	84,175	51,407	67,455
				- Site rental for telecommunication infrastructure, equipment and related charges by our Group to Axiata Group.	40,380	51,236 ⁽⁶⁾	39,360
				- Provision of Internet access and broadband services to Axiata Group.	53	53	49
				- Rental of office premises to Axiata Group. ⁽³⁾	17,191	14,325	14,919
				- Provision of contact centre and business process outsourcing services by VADS Berhad (VADS) to Axiata Group.	46,192	41,596	43,152
				- Provision of fibre optic core and bandwidth services by Fiberall Sdn Bhd to Axiata Group.	3,029	1,361	1,891
				- Provision of fibre optic, bandwidth, space & facility by Fibrecomm Network (M) Sdn Bhd (Fibrecomm) to Axiata Group.	1,997	1,316	820
				Cost			
				- Interconnect charges by Axiata Group.	76,394	56,852	58,850
				- Leased-line charges by Axiata Group.	2,677	3,543 ⁽⁶⁾	2,675
				- Fibre optic and leased-line charges by Axiata Group to Fibrecomm.	1,112	868	906
				- Core rental and mobile services from Axiata Group to TM Group.	4,250	3,529	5,177
- Domestic Roaming charges by Celcom to Webe Digital Sdn Bhd.	155,101	276,775 ⁽⁷⁾	315,701				
- Site rental for telecommunication infrastructure, equipment and related charges by Axiata Group to TM Group.	22,300	450	48,984				
TOTAL				530,038	561,788	658,888	

Transacting companies in our Group	Transacting Related Parties	Interested Major Shareholder/Director	Nature of relationship	Nature of RRPT	2017 Shareholders' Mandate		Estimated Value of the Proposed Mandate (2) (RM '000)
					Estimated Value (RM '000)	Actual Value (1) (RM '000)	
Our Company and/or our subsidiaries	AMH Group	Khazanah, and Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil	In addition to their shareholdings in our Company, Khazanah is a major shareholder of AMH with deemed interest of 20.70%. Nik Rizal Kamil is Khazanah's representative on our Board.	<p>Revenue</p> <ul style="list-style-type: none"> - Provision of data centre services by VADS to AMH Group. - Provision of internet access, broadband and fibre circuit services to AMH Group. - Provision of ICT products, radio transmission and connectivity services to AMH Group. <p>Cost</p> <ul style="list-style-type: none"> - Provision of content by AMH to TM Group. <p>TOTAL</p>	1,039	1,353 ⁽⁸⁾	0
					5,289	4,699	0
					21,464	17,834	0
					2,450	0	0
					30,242	23,886	0

Notes:

- (1) The Actual Values transacted from 1 May 2017 on which the existing Mandate was obtained up to 28 February 2018.
- (2) The Estimated Value of transactions shown above represents the best estimates by our management. Accordingly, the Actual Value transacted may vary from the estimates shown above.
- (3) The location of the office premises rented to Axiata Group is at Menara Celcom, No. 82 Jalan Raja Muda Abdul Aziz, 50300 Kuala Lumpur and the monthly rental is RM1,356,278,266.
- (4) The Actual Value of the transaction exceeded the Estimated Value by RM1,161,389.30 (approximately 17.21%) due to usage of additional circuit and extension of services.
- (5) The Actual Value of the transaction exceeded the Estimated Value by RM10,855,039.76 (approximately 26.88%) due to additional contribution from rental of telecommunication infrastructure to Celcom.
- (6) The Actual Value of the transaction exceeded the Estimated Value by RM865,714.50 (approximately 32.33%) due to the extension of certain legacy services.
- (7) The Actual Value of the transaction exceeded the Estimated Value by RM121,674,191.54 (approximately 78.45%) due to higher usage of Domestic Roaming from non-LTE supported devices and higher average Domestic Roaming usage per subscriber in non-LTE coverage areas.
- (8) The Actual Value of the transaction exceeded the Estimated Value by RM314,147.16 (approximately 30.24%) due to higher utility charges in relation to data centre service.

APPENDIX II

DETAILS OF THE RRPT TO BE ENTERED INTO BY OUR GROUP UNDER THE PROPOSED ADDITIONAL SHAREHOLDERS' MANDATE

Transacting companies in our Group	Transacting Related Parties	Interested Major Shareholder/Director	Nature of relationship	Nature of RRPT	Estimated Value of the Proposed Mandate ⁽¹⁾ (RM 000)
Our Company and/or our subsidiaries	TNB Group	MoF Inc., Khazanah, Dato' Sri Dr. Mohamad Isa Hussain, Dato' Asri Hamidin @ Hamidon, Nik Rizal Kamil Tan Sri Nik Ibrahim Kamil and Gee Siew Yoong	In addition to their shareholdings in our Company, Khazanah and MoF Inc. have direct and indirect shareholdings of 28.90% in TNB. Dato' Sri Dr Mohamad Isa and his Alternate, Dato' Asri, are representatives of MoF Inc. on our Board. Nik Rizal Kamil is Khazanah's representative on our Board. Gee Siew Yoong is an Independent Non-Executive Director on TM and TNB.	<p>Revenue</p> <ul style="list-style-type: none"> - Provision of connectivity services, ICT equipment and security surveillance devices to TNB Group. - Provision of fibre optic for telecommunication services by TNB Group. - Commission on collection of TNB bills by Telekom Sales and Services Sdn Bhd from TNB Group. <p>Cost</p> <ul style="list-style-type: none"> - Leasing of fibre optic from TNB Group. - Leasing of infrastructure for telecommunication services from TNB Group. <p>TOTAL</p>	<p>37,000</p> <p>19,538</p> <p>2,185</p> <p>24,124</p> <p>10,359</p> <p>93,206</p>

Notes:

⁽¹⁾ The Estimated Value of transactions shown above represents the best estimates by our management. Accordingly, the Actual Value transacted may vary from the estimates shown above.

THE COMPANIES ACT 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

**TELEKOM MALAYSIA BERHAD
(128740-P)**

Incorporated on the 12th day of October 1984

THE COMPANIES ACT 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

**TELEKOM MALAYSIA BERHAD
(128740-P)**

1. The name of the Company is **TELEKOM MALAYSIA BERHAD (128740-P)**.
2. The Registered Office of the Company will be situated in Malaysia.

DEFINITION AND INTERPRETATION

3. In the construction of this Constitution unless there shall be something in the subject or context inconsistent therewith or unless otherwise expressly provided:

“Act” means the Companies Act 2016 [Act 777] and every statutory modification or re-enactment thereof for the time being in force and includes all subsidiary legislation made thereunder.

“Board” or “Board of Directors” means the board of directors of the Company from time to time.

“Company” means Telekom Malaysia Berhad.

“Central Depositories Act” means the Securities Industry (Central Depositories) Act 1991 (SICDA) and every statutory modification or re-enactment thereof for the time being in force.

“CMSA” means Capital Markets and Services Act 2007 and every statutory modification or re-enactment thereof for the time being in force.

“Depository” means Bursa Malaysia Depository Sdn Bhd.

“depositor” means the holder of a securities account established by the Depository.

“deposited security” means a security standing to the credit of a securities account and includes securities in a securities account that is in suspense.

“Directors” means the Directors of the Company holding office for the time being, and, unless otherwise stated, includes their duly appointed alternates.

"Electronic address" means any address or number used for the purposes of sending or receiving documents or information by electronic means.

"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 of (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.

"Electronic form" documents 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 document or information would be able to retain a copy.

"Entitled Person" means a person who is a Malaysian citizen.

"Exempt Authorised Nominee" means an authorised nominee defined under the SICDA which is exempted from compliance with the provisions of subsection 25A(1) of SICDA.

"executive director" means a person appointed by the Special Shareholder to perform the duties pursuant to Clause 120 hereof.

"Foreigner" means:

- (a) an individual who is not a citizen of Malaysia;
- (b) a body, corporate or incorporate, which is incorporated or constituted, as the case may be, outside Malaysia;
- (c) a trustee administering a trust which is constituted under any foreign law;
- (d) a trust corporation which is incorporated under any foreign law;
- (e) a society, including a co-operative society or any other institution, which is constituted, registered or incorporated under any foreign law;
- (f) a nominee company incorporated in Malaysia which:
 - (i) is identified with the word "(Asing)" in its name; and
 - (ii) performs the services of a nominee, agent or trustee solely for or on behalf of legal or beneficial owners of securities who are foreigners; or
- (g) a company, other than a company described in paragraph (f) above, which is incorporated in Malaysia and where any of the persons or a combination of the persons referred to in paragraph (a), (b), (c), (d) or (e), is entitled to exercise or control the exercise of more than fifty per centum of the voting rights of the company.

"Foreign Ownership Regulations" means the Securities Industry (Central Depositories) (Foreign Ownership) Regulations, 1996 and every modification or re-enactment thereof for the time being in force.

"Foreign Prescribed Limit" means the aggregate limit of thirty per centum (30%) of the total issued and paid-up share capital of the Company or such other limit as may be prescribed from time to time by any written law for the time being or from time to time in force or by the rules, guidelines, or directives issued by the appropriate authorities from time to time, in respect of the ownership of shares in the Company by Foreigners more particularly set out in Clauses 68(2), (3), (4), (5) and (6).

"Group" means the Company and all its subsidiaries within Telekom Malaysia Berhad's group of companies, which includes all companies in which the Company whether directly or indirectly has controls over such companies.

"Individual Prescribed Limit" means the aggregate limit of five per centum (5%) of the total issued and paid-up share capital of the Company in respect of the ownership of shares in the Company by any person on his own or with his Associates in the manner and as more particularly set out in Clauses 68(1), (2), (3), (4), (5) and (6).

"jumbo certificate" has the same meaning as is assigned to that expression under the Central Depositories Act.

"Main LR" means Main Market Listing Requirements of Bursa Malaysia Securities Berhad including any amendments to the Listing Requirements that may be made from time to time.

"market day" means a day on which the Stock Exchange is open for trading of securities.

"member" means any person for the time being holding shares in the Company and whose name appears in the Register of Members (except the Depository or its nominee company) and, subject to the provisions of the Foreign Ownership Regulations and this Constitution, any depositor in whose securities accounts shares of the Company stand in credit.

"prescribed security" has the same meaning as is assigned to that expression under the Central Depositories Act.

"Record of Depositors" means a record provided by the Depository to the Company pursuant to an application under the Rules.

"Registered Office" means the registered office for the time being of the Company.

"Register of Members" means the register of members to be kept pursuant to the Act and includes, where appropriate, the Record of Depositors of shares of the Company.

"Rules" means the Rules of the Depository for the time being in force.

"Secretary" means any person or persons appointed to perform the duties of a secretary of the Company and (subject to the provisions of the Act) includes an Assistant, Deputy, or Joint Secretary, and any person appointed by the Board to perform any of the duties of the Secretary.

"securities" shall have the meaning given in Section 2 of the CMSA.

“securities account” has the same meaning as is assigned to that expression under the Central Depositories Act.

“Special Share” means the one Special Rights Redeemable Preference Share.

“Special Shareholder” means the Minister of Finance, a body corporate established under the Minister of Finance (Incorporation) Act 1957, its successor or any Minister, representative or any other person acting on behalf of the Government of Malaysia in the holding of the Special Share.

“Stock Exchange” means Bursa Malaysia Securities Berhad and shall include any other stock exchanges on which the Company’s shares may for the time being listed.

Expressions referring to writing shall unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form, whether sent or supplied in electronic form or otherwise.

References to a "holder" of a share include references to a depositor in whose securities accounts such shares stand in credit.

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

Words importing the masculine gender shall include the feminine.

Words importing persons shall include corporations and companies.

Unless the context otherwise requires, words and expressions defined in the Act shall have the same meaning when used herein.

4. The objects for which the Company is established are:

- (1) To provide a national telecommunication services and data processing services within Malaysia as well as to and from overseas.
- (2) To construct, manufacture, produce, purchase, take or hire or hire-purchase, install, maintain and repair anything required for the purposes of its business or the business of any of its subsidiaries.
- (3) To construct, manufacture, produce or purchase for supply to outside persons anything which necessarily involves the use of telecommunications, and to install, maintain, repair and test for such persons such thing.
- (4) To provide consultancy and advisory services concerning anything that it does in exercise of its powers or has power to do, and facilities for the training of persons for any purpose connected with anything that it so does or has power to do.
- (5) To meet the industrial, commercial, social and household needs of the country for comprehensive and efficient telecommunications services and, so far as the Company considers reasonably practicable, to satisfy all reasonable demands for such services throughout the Country.

- (6) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise or any person or company that may seem conducive to the objects of the Company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (7) To enter into and carry out agreements with any person for the carrying out by him, whether as its agents or otherwise, or any of the activities which itself may carry out or for the carrying out jointly by him and it of any of these activities.
- (8) To acquire land which is required by it, for or in connection with, the exercise of its powers or as to which it can be reasonably foreseen that it will be so required.
- (9) To purchase, take on lease or in exchange, hire and otherwise acquire any movable or immovable property and any rights or privileges which the Company may think necessary or convenient for the purposes of its business and in particular any land, buildings, easements, machinery, plant and stock in trade.
- (10) To dispose (whether absolutely or for a term of years) of any part of its undertaking or any property which in its opinion is not required by it for, or in connection with the exercise of its powers, and, in particular, to dispose of an interest in, or right over, any property which, subject to the interest or right, is retained by it.
- (11) For the purposes of its business, to subscribe for, or acquire, any securities of an incorporated company or other body corporate, to procure its admission to membership of an incorporated company limited by guarantee and not having a share capital, to promote the formation of an incorporated company or participate in the promotion of such a company or to acquire an undertaking or part of an undertaking.
- (12) Subject to applicable laws, to purchase, provide financial assistance for the purpose of, subscribe for, underwrite, invest in, take, otherwise acquire and hold any shares, stocks, bonds, options, debentures, debenture stock obligations or securities in or of any company, including the Company itself, corporation, public body, supreme, municipal, local or otherwise of any Government or State, and to act as and perform all the functions of a holding company.
- (13) To give or lend money to, or give a guarantee for the benefit, of any person with whom it has entered into an agreement by virtue of paragraph (7) for the purpose of enabling him to carry out the agreement and, for the purposes of its business, to give or lend money to or give a guarantee for the benefit of, any other person for the purposes of an undertaking carried out by him or, where that person is a body corporate, an undertaking carried out by a subsidiary of the person.

- (14) To do anything for the purpose of advancing the skill of persons employed by it or that of persons who, though not so employed, are engaging themselves, or have it in contemplation to engage themselves, in work of a kind in the case of which it has or may have a direct or indirect concern in the products hereof.
- (15) To promote (either by itself or by others) research into matters which affect, or arise out of, the carrying out of its business.
- (16) To promote the doing of such work as is requisite to enable the results of research (whether promoted by it or not) into matters affecting, or arising out of, the carrying out of its business and the results of research promoted by it into other matters.
- (17) To provide assistance (including financial assistance) to, or promote the activities of, any institution or person if, in its opinion, the consequences of doing so will enure for its benefit.
- (18) To provide houses, hostels and such like accommodation for persons engaged in its business.
- (19) To make loans to persons employed by it or by its subsidiaries or by an associate company where the Company owns twenty percent (20%) or more of its issued share capital (including in particular, loans to assist them to acquire housing accommodation and means of transport) and to guarantee loans made to persons so employed (including loans made by banks, co-operatives, societies and other bodies for housing purposes).
- (20) To promote recreational activities for, and activities conducive to the welfare of persons who are, or have been, employed by it and the families of such persons and to assist the promotion by others of such activities.
- (21) To furnish any authority or person outside Malaysia with assistance (whether financial, technical or of any other nature) if, in its opinion, the consequences of doing so will enure for its benefit.
- (22) To invest and borrow money in pursuance of its objects as it thinks fit.
- (23) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit employees or directors or past employees or directors of the Company or of its predecessors in business, or the dependents or connections of any such persons; and to grant pensions and allowances, and to make payments towards insurance; and to subscribe or guarantee money for charitable, patriotic or benevolent objects or for any exhibition or for any public, general or useful object.
- (24) To manufacture, buy, sell, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of plant, machinery, apparatus, tools, utensils, materials and things.

- (25) To acquire, and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purpose of the Company.
- (26) To apply for, purchase, or otherwise acquire any patent, patent rights, copyrights, trademarks, formulae, licence, concession and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account, the property, rights, or information so acquired.
- (27) To amalgamate or enter into partnership or into any arrangement for sharing of profits, union of interest, cooperation, joint venture, reciprocal concession, or otherwise, with any person or company carrying on or engaged in or about to carry on or engaged in any business or transaction which the Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company.
- (28) To promote any other company or companies for the purpose of acquiring or taking over all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (29) To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Company or by any other person in any way and in particular by the issue of debentures, perpetual and otherwise, charged upon all or any of the Company's property (both present and future), including its uncalled capital; and to purchase, redeem or pay off any such securities.
- (30) To remunerate any person or company for services rendered, or to be rendered, in placing or assisting to place or guaranteeing the placing of any of the shares in the Company's capital or any debentures or other securities of the Company or in or about the organisation, formation or promotion of the Company or the conduct of its business.
- (31) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments.
- (32) To adopt such means of making known and advertising the business and products of the Company as may seem expedient.

- (33) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority or franchise, concession, right or privilege which any Government or authority or any corporation or other public body may be empowered to grant; and to pay for, aid in and contribute towards carrying the same into effect; and to appropriate any of the Company's shares, debentures or other securities and assets to defray the necessary costs, charges and expenses thereof.
- (34) To apply for, promote and obtain any statute, order, regulation, or other authorization or enactment which may seem calculated directly or indirectly to benefit the Company; and to oppose any bills, proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (35) To procure the Company to be registered or recognized in any country or place outside Malaysia.
- (36) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property both movable and immovable and rights of the Company.
- (37) To issue and allot fully or partly paid shares in the capital of the Company in payment or part payment for any movable or immovable property purchased or otherwise acquired by the Company or any services rendered to the Company.
- (38) To distribute any of the property of the Company among the members in kind or otherwise but so that no distribution amounting to a reduction of capital shall be made without the sanction required by law.
- (39) To take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Company's property of whatsoever kind sold by the Company, or any money due to the Company from purchasers and others.
- (40) To pay out of the funds of the Company all expenses which the Company may lawfully pay with respect to the formation and registration of the Company or the issue of its capital, including brokerage and commissions, for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the Company.
- (41) To transact any lawful business in aid of Malaysia in the prosecution of any war or hostilities in which Malaysia is engaged.
- (42) To carry out all or any of the objects of the Company and do all or any of the above things in any part of the world and either as principal, agent, contractor, or trustee, or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others.

- (43) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Company.

The objects set forth in any sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clause or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clause provided always that nothing in this Constitution contained shall empower the Company to carry on any life assurance business or fire insurance business or the business of banking. The word "Company" in this Clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Malaysia or elsewhere.

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

**Third Schedule
excluded**

CONTROL

7. The Company shall not enter into any merger, amalgamation or other arrangement which will have the effect of transferring the management or control of the Company to any Foreigner.
8. Subject to Clause 9 below, no person other than an Entitled Person shall be qualified to hold office as a Director, chief executive officer of the Company (by whatever name called), Secretary or Auditor of the Company.
9. No person not being an Entitled Person may be appointed to hold office as a Director of the Company without the prior written consent of the Special Shareholder.

Control

**Only Entitled
Person to hold
office as Director
etc.**

SHARES

10. The share capital of the Company is its issued share capital. The share capital may be divided into several classes and there may be attached thereto respectively any preferred, deferred, qualified or other special rights privileges, conditions or restrictions whether in regard to dividend, return of capital, voting or otherwise.
11. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, the Main LR, and to the conditions, restrictions and limitations expressed in this Constitution, the Directors shall have the power to issue and allot shares, grant options over shares, grant rights to subscribe for shares or otherwise dispose of the unissued shares of the Company to such persons, at such time on such terms and

conditions, with such preferred or deferred or other special rights, as they may deem proper.

12. Except so far as otherwise provided by the conditions of issue, or by this Constitution, any capital raised by the creation of new shares, shall form part of the capital of the Company, and such shares shall be subject to the provisions contained in this Constitution with reference to, the payment of calls and instalments, transfer and transmission, forfeiture, lien, cancellation, surrender, voting and otherwise.
13. The Class D Non-convertible Redeemable Preference Shares (Class D NCRPS) of up to 1,000 of RM1.00 each shall confer on their holders the following rights:

Class D Non-Convertible Redeemable Preference Shares

- (a) As regards income

In respect of a Semi-Annual Period, the right to a non-cumulative net dividend payable in cash on or before the Semi-Annual Payment Date corresponding to such Semi-Annual Period, out of the profits of the Company available for distribution (Distributable Profits) in respect of each financial year or other accounting period of the Company. The non-cumulative net dividend shall be ascertained and calculated in the following manner:

- (i) by reference to the Agreed Profit Ratio, the Reference Benchmark Sum and the Periodic Distribution Rate. Under Syariah principles, the Distributable Profits will be divided between the Company (for its distribution to its other classes of shareholders) and the holders of the Class D NCRPS in accordance with the Agreed Profit Ratio and if the profit share of the Class D NCRPS holders is greater than the Reference Benchmark Sum, the surplus profit will be irrevocably and unconditionally waived by the Class D NCRPS holders in favour of the Company. If the Company pays an amount equal to the Reference Benchmark Sum under the Sukuk, the Class D NCRPS holders shall waive their rights entirely to participate in the Distributable Profits; and
- (ii) on the basis that the actual dividend payable shall be stipulated in a written notice to be issued by the Company prior to the issuance of the Class D NCRPS.

For the purpose of this Constitution, the written notice specified above and the stipulated dividend therein shall be deemed to form part of this Clause.

Any declaration or payment of dividend shall only be made:

- (i) in cash;
- (ii) with tax credit required for the payment of dividends as set out in Section 108 of the Income Tax Act, 1967; and
- (iii) in accordance with Section 131 and 132 of the Act.

The holders of the Class D NCRPS shall not be entitled to participate in the surplus profits or assets of the Company beyond such rights as are expressly set out herein.

“Sukuk Ijarah Class B” means the Islamic securities of nominal value of up to RM999,000,000.00 to be issued under the Islamic principle of Ijarah evidencing undivided beneficial ownership of the identified assets of the Company to be sold to a special purpose vehicle to be incorporated under the Act (SPV) (such assets as shall be stipulated in a written notice to be issued by the Company prior to the issuance of the Sukuk Ijarah Class B) to be held on trust by the SPV for the SPV and the Sukuk Ijarah Class B holders, issued in denominations of RM1,000,000.00 per Sukuk Ijarah Class B. For the purpose of this Constitution, this written notice and the identified assets therein shall be deemed to form part of this Clause;

“Agreed Profit Ratio” means the ratio of 10:90 as between the Company and the holders of the Class D NCRPS;

“Business Day” means a day (other than Saturday, Sunday and public holiday) on which financial institutions licensed under the Banking and Financial Institutions Act, 1989 are open for business in Kuala Lumpur;

“Ijarah Agreement” means the agreement to be entered into between the SPV and the Company for purposes of leasing the identified assets;

“Periodic Distribution Rate” means the level of periodic distribution of income generated from the trust assets payable to the Sukuk Ijarah Class B holders in proportion to their undivided beneficial ownership based on a pre-agreed rate between the Company and the SPV under the Ijarah Agreement, which rate shall be stipulated in a written notice to be issued by the SPV prior to the issuance of the Sukuk Ijarah Class B. For the purpose of this Constitution, this written notice and the stipulated rate therein shall be deemed to form part of this Clause;

“Reference Benchmark Sum” means a sum to be ascertained by reference to the Periodic Distribution Rate, which sum shall be stipulated in a written notice to be issued by the Company prior to the issuance of the Class D NCRPS. For the purpose of this Constitution, the written notice as specified above and the stipulated rate therein shall be deemed to form part of this Clause;

“Semi-Annual Payment Date” means the last day of a Semi-Annual Period and, in this regard (a) a Semi-Annual Payment Date which would otherwise fall on a day which is not a Business Day shall fall on the next succeeding Business Day (Next Business Day) or, if that Next Business Day falls in the following calendar month of the year, on the preceding Business Day, and (b) if a public holiday falls on the day that was originally expected to be the Next Business Day, or a public holiday is declared at the eleventh hour in respect of the day that was originally expected to be the Next Business Day, then the Semi-Annual Payment Date

shall be the Business Day immediately succeeding such Next Business Day;

“Semi-Annual Period” means a period of six (6) months, and in this regard (a) the first Semi-Annual Period shall commence on (and include) the date of issuance of the respective classes of the RPS and expire on the date falling six (6) months after such date of issue, (b) each subsequent Semi-Annual Period shall commence (and include) the last day of the previous Semi-Annual Period, and (c) in the specific situation where:

- (i) the Sukuk Ijarah Class B have been redeemed in full (Full Sukuk B Redemption); and
- (ii) the Class D NCRPS have been redeemed in full on the Business Day immediately prior to the date of Full Sukuk B Redemption, if the relevant Semi-Annual Period could otherwise terminate after the date of redemption of the Class D NCRPS, such Semi-Annual Period shall be shortened so as to expire on such date of redemption of the Class D NCRPS.

The Directors shall be authorised to declare and pay to the holders of the Class D NCRPS the said non-cumulative net dividend.

(b) As regards capital

Each Class D NCRPS shall not confer on the holder thereof any right to participate on a return in excess of capital of liquidation, winding-up or otherwise of the Company, other than on redemption, up to the redemption price of RM1,000 for each Class D NCRPS.

(c) As regards voting

The Class D NCRPS shall carry no right to vote at any general meeting of the Company except with regards to the proposal to reduce the capital of the Company, sanctioning the disposal of the whole of the Company's property, business and undertaking or where the proposition to be submitted to the meeting directly affects the rights and privileges of the Class D NCRPS holders or when the dividend on the Class D NCRPS is in arrears for more than six (6) months or on a proposal to wind-up the Company or during the winding-up of the Company.

(d) As regards redemption

The Class D NCRPS shall, subject to Section 72 of the Act, be redeemed upon and subject to the following terms and conditions:

- (i) The Company shall have the right, at any time to redeem in whole or in part thereof at the issue price of RM1,000 for each Class D NCRPS;

- (ii) Not less than one (1) month's notice of the intention of the Company to redeem shall be given to the holders of the Class D NCRPS to be redeemed. The notice shall be in writing and shall fix the time and place for such redemption. At the time and place so fixed, the registered holders of the Class D NCRPS to be redeemed shall be bound to deliver up to the Company the relevant share certificates for cancellation, and the Company shall pay to them the redemption money in respect of such Class D NCRPS;
- (iii) If any of the holders of the Class D NCRPS shall fail or refuse to surrender the certificate or certificates for such Class D NCRPS or shall fail or refuse to accept the redemption money payable in respect of them, such money shall be retained and held by the Company in trust for such holder but without interest or further obligation whatsoever;
- (iv) No Class D NCRPS shall be redeemed otherwise than in accordance with the provisions of Section 72 of the Act and of this Clause; and
- (v) No Class D NCRPS redeemed by the Company shall be capable of reissue.

(e) As regards ranking

The Class D NCRPS shall rank pari passu among themselves and with the Class C NCRPS but below the Special Share and ahead of the ordinary shares of the Company in a distribution of capital in the event of the winding-up or liquidation of the Company.

(f) As regards conversion

No Class D NCRPS may be converted into fully paid ordinary shares of the Company.

(g) As regards transferability

Each of the Class D NCRPS shall, subject to the Company's consent, which consent shall not be unreasonably withheld, be transferable only once and they shall not be listed on the Stock Exchange or any other stock exchange.

(h) As regards notices, reports and audited financial statement and meetings

The holders of Class D NCRPS shall be entitled to the same rights as a holder of an ordinary share in relation to receiving notices, reports and audited financial statements and attending meetings.

VARIATION OF RIGHTS

14. (1) If at any time the share capital is divided into different classes of shares:
- (a) the repayment of preference capital other than redeemable preference capital; or
 - (b) the rights attached to any class of preference shares (unless otherwise provided by the terms of issue of the shares of that class)

Class rights may be modified

may, subject to the Act, whether or not the Company is being wound up, be made or varied or abrogated as the case may be, only with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class, PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing if obtained from the holders of three-fourths of the shares of that class within two months of the meeting, shall be as valid and effectual as a special resolution carried at the meeting.

- (2) The provisions of this Constitution relating to general meetings apply so far as they are capable of application and mutatis mutandis to every such separate meeting except that:
- (a) a quorum is constituted by two (2) persons (present in person or by proxy or representative) who, between them, hold one-third of the issued shares of that class but so that if at any adjourned meeting a quorum as above defined is not present, any two holders of shares of that class (present in person or by proxy or representative) shall be a quorum; and
 - (b) any holder of shares of that class, present in person or by proxy or representative, may demand a poll.
- (3) 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 shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally with the first-mentioned shares.
- (4) The provisions of the Act on special resolutions shall with such adaptation as are necessary apply to special resolutions referred to in this Clause 14.

15. (1) The Special Share may only be held by or transferred to the Special Shareholder.
- (2) The Special Shareholder shall have the right from time to time to appoint any Entitled Persons to be Directors, (hereinafter referred to as "Appointed Directors"), so that there shall not be less than 2 nor more than 6 Appointed Directors at any time.
- (3) Except as expressly provided for in this Constitution, the Special Share does not confer any other rights to the Special Shareholder.

The Special Share

Right to appoint Appointed Directors

No further rights except as provided herein

<p>(4) The Special Shareholder shall be entitled to receive notice of and to attend and speak at all general meetings or any other meeting of any class of shareholders of the Company, but the Special Share shall carry no right to vote nor any other rights at any such meeting.</p>	<p>Right to attend and speak at general meetings</p>
<p>(5) The Special Shareholder may, subject to the Act, require the Company to redeem the Special Share at the issue price or price for which the Special Share was paid for by the Special Shareholder at any time by serving written notice upon the Company and delivering the relevant share certificate. In a distribution of capital in a winding up of the Company, the Special Shareholder shall be entitled to repayment of the capital paid up on the Special Share in priority to any repayment of capital to any other member. The Special Share shall confer no other right to participate in the capital or profits of the Company.</p>	<p>Rights of redemption and repayment of capital</p>
<p>(6) Notwithstanding any provisions in this Constitution to the contrary, a proposal for each of the following matters shall only be put before a general meeting of the Company for approval if the consent in writing of the Special Shareholder has been obtained:</p>	<p>Matters requiring consent of Special Shareholder</p>
<p>(a) the amendment, removal or alteration of the effect of all or any of the following Clauses or where specified, parts of the following Clauses:</p> <p style="padding-left: 40px;">Clause 3 - The definition of "Entitled Person", "Foreigner", "Special Share" and "Special Shareholder"; Clause 15; Clause 68; and Clause 106.</p>	<p>Amendment of certain clauses</p>
<p>(b) A proposal for the voluntary winding up or dissolution of the Company.</p>	<p>Winding up</p>
<p>(c) The creation or issue of any shares (Proposed New Shares) in the capital of the Company with voting rights attached thereto, being ordinary shares or shares with rights identical to those attaching to ordinary shares of the Company, having the rights to cast on a poll more than ten percent (10%) of the total voting rights of all members having the right to vote at general meetings of the Company. For the purpose of this sub-clause (15)(6)(c) the "total voting rights" means the total voting rights arising from the aggregation of the Proposed New Shares and the existing issued shares carrying voting rights.</p>	<p>Issue of shares carrying 10% of total voting rights</p>
<p>(d) Any disposal by any company in the Group which, alone or when aggregated with any other disposal or disposals forming part of, or connected with the same or a connected transaction, constitutes a disposal of the whole or a material part of the assets of the Group. A part of the Group's assets shall only be deemed to be material if:</p> <p style="padding-left: 40px;">(i) The aggregate book value of the asset disposed or the aggregate value of the total consideration to be received on its disposal is more than twenty percent (20%) of the book value of the Group's net tangible assets (excluding goodwill and other intangibles and after deducting loan capital, long term borrowings, minority interest and amounts set aside for future taxation) represented by such shareholders' fund of the Group; or</p>	<p>Disposals by Company and subsidiaries</p>

- (ii) The average profits attributable to it are more than twenty percent (20%) of the average profits of the Group. For this purpose the expression “average profits” means the average of the profits before taxation excluding interest payable and similar charges and extraordinary items, for the last three financial years for which audited consolidated financial statement of the Group have been published, calculated by reference to the profits or the average profits (as the case may be) for the financial year or years for which audited consolidated financial statement of the Group have been prepared.
- (e) Any disposal which, under the provisions of the Act is subject to approval by the Company in general meeting. **Substantial disposals**
- (f) Any acquisitions, or takeover by the Company, or any amalgamation or merger which under the provisions of the Act, require the approval of the Company in general meeting, or any change in the business carried on by the Company. **Substantial acquisitions**
16. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine. **Special rights**
17. The Company shall have power to issue preference shares carrying a right to redemption out of profits or liable to be redeemed at the option of the Company or to issue preference capital ranking equally with or in priority to preference shares already issued and the Directors may, subject to the provisions of the Act, redeem such shares on such terms and in such manner as they may think fit. **Redeemable Preference Shares**
18. (1) 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 offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares or securities bear to 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. Notwithstanding the above, the Company may apply to the Stock Exchange to waive the convening of an extraordinary general meeting to obtain shareholders’ approval for further issues of shares (other than bonus or rights issues) where the aggregate issues of which in any one financial year do not exceed ten percent (10%) of the issued capital. **Issue of new shares or convertible securities to Members**

<p>(2) The rights attaching to shares of a class other than ordinary shares shall be set out in this Constitution or expressed in the resolution creating the same.</p>	<p>Rights of other class of shares</p>
<p>(3) All new issue of shares (which are prescribed securities) shall be made by way of crediting the securities accounts of the allottees save and except where the Company is specifically exempted from complying with Section 38 of the Central Depositories Act. The Company shall notify the Depository of the names of the allottees together with all such particulars as may be required by the Depository to enable the Depository to make the appropriate entries in the securities accounts of such allottees.</p>	
<p>19. (1) The Company shall not issue shares to transfer a controlling interest without prior approval of shareholders in general meeting.</p>	<p>Transfer of controlling interest</p>
<p>(2) No Director shall participate in a share scheme for employees unless shareholders in general meeting have approved of the allotment to be made to such Director.</p>	<p>Issue of shares to Directors</p>
<p>(3) Non-executive Directors may participate in an issue of shares of the Company pursuant to a public issue or public offer.</p>	<p>Participation in public issues or public offers</p>
<p>(4) Subject to the provisions of this Constitution, applicable laws and notwithstanding Section 75(1) and 76(1) of the Act, the Company shall ensure that it shall not issue any shares or convertible securities if the total number of those shares or convertible securities, when aggregated with the total number of any such shares or convertible securities issued during the preceding twelve (12) months, exceeds ten percent (10%) of the total number of issued shares (excluding treasury shares) of the Company, except where the shares or convertible securities are issued with the prior approval of the shareholders in general meeting of the precise terms and conditions of the issue.</p>	
<p>20. (1) Preference shareholders shall have the same rights as ordinary shareholders as regards receiving notices, reports and audited financial statement and attending general meetings of the Company.</p>	<p>Rights of Preference Shareholders</p>
<p>(2) Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or sanctioning a disposal of the whole of the Company's property, business and undertaking or where the proposition to be submitted to the meeting directly affects their rights and privileges, or when the dividend on the preference shares is in arrears for more than six months or on a proposal to wind up the Company or during the winding-up of the Company, but shall have no other voting rights.</p>	
<p>(3) The repayment of preference capital other than redeemable preference capital or any other alteration of preference shareholders' 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 the holders of three-fourths of the preference capital concerned within two (2) months of the meeting, shall be valid and effectual as a special resolution carried at the meeting.</p>	

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| 21. | The Directors may, on the issue of shares differentiate between the holders of such shares as to the amount of calls to be paid and the time of payment of such calls. | Power to differentiate |
| 22. | <p>(1) The Company may exercise the powers to make payments by way of commissions or brokerage conferred by the Act, and in the manner provided therein.</p> <p>(2) Payments by way of commission or brokerage may be satisfied by the payment of cash, by allotment of fully or partly paid shares or partly by the payment of cash and partly by the allotment of fully or partly paid shares.</p> | Payment of commission and brokerage |
| 23. | If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings, or the provision or acquisition of any plant or equipment which cannot be made profitable for a lengthened period the Company may pay interest on so much of the share capital as is for the time being paid up for the period subject to the conditions and restrictions prescribed by the Act and may charge the sum so paid by way of interest as part of the cost of construction of the works, building or the provision or acquisition of plant or equipment. | Interest on capital raised for building etc. |
| 24. | Except in relation to any person (whether body corporate or otherwise) holding share upon any trust for the Government and except in relation to the holding upon trust by the Depository of deposited security under the provisions of the Central Depositories Act and the Rules, the Company is not bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in any share or unit of a share or (except as otherwise provided by this Constitution or by law) any other right in respect of any share except an absolute right of ownership in the registered holder. | Trust affecting shares |
| 25. | The Company is empowered to require any member or transferee prior to registration of transfer, to furnish the nature of his shareholding and may also require a trustee or nominee to provide such particulars to enable the Company to identify the beneficial owners and the nature of their interest. | Power to ask for particulars |
| 26. | Shares may be registered in the name of an incorporated company or other corporate body but not in the name of a minor or a person of unsound mind or who is insolvent or in the name of any firm or partnership. | Shares not to be registered in the name of minor, person of unsound mind, etc. |
| 27. | Subject to the provisions of the Act, CMSA, the rules and regulations made pursuant thereto and the requirements of the Stock Exchange and/or any other relevant authority, the Company may purchase its own shares and make payment in respect of such purchase in the manner permitted thereunder. Any shares in the Company so purchased by the Company shall be dealt with as provided by the Act, CMSA, the rules and regulations made pursuant thereto and the requirements of the Stock Exchange and/or any other relevant authority. | Power to purchase own shares. |

CERTIFICATES

28. The certificates for all shares shall be issued under seal and signed by one Director and countersigned by the Secretary or a second Director or some other person appointed by the Directors; or with the authority of a resolution of the Directors and subject to the approval of the Company's Auditors for the time being, such certificate may be issued under the seal with such signatures affixed by means of some method or system of mechanical signature.
29. (1) Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company shall allot and/or issue securities (which are prescribed securities) despatch notices of allotment to the allottees and make an application for the quotation of such securities within eight (8) market days or such other period as may be prescribed or allowed by the Stock Exchange. Subject to the provisions of the Act, share certificates (in respect of securities that are not prescribed securities) shall be despatched within ten (10) market days after allotment or fifteen (15) market days after lodgement of transfer, specifying the shares allotted or transferred to a person and the amount paid up thereon, provided that (in respect of securities that are not prescribed securities) the Company shall not be bound to issue more than one certificate.
- (2) Subject to the provisions of the Act, the Central Depositories Act and the Rules, the Company shall allot and/or issue securities (which are prescribed securities) despatch notices of allotment to the allottees and make an application for the quotation of such securities within the following prescribed periods, or such other period as may be prescribed or allowed by the Stock Exchange:
- (a) in respect of a rights issue, within eight (8) market days after the final applications date for the rights issue;
 - (b) in respect of a bonus issue, within eight (8) market days after the books closing date for the bonus issue;
 - (c) in respect of any issuance of shares pursuant to an employee share scheme, within eight (8) market days after the date of receipt of notice of exercise of the option duly accompanied by the requisite payment;
 - (d) in respect of any issuance of shares pursuant to an exercise of a right or a conversion, within eight (8) market days after the date of receipt of a subscription form duly accompanied by the requisite payment.
30. (1) Every member shall be entitled to receive share certificates (in respect of shares that are not deposited securities) in reasonable denominations for his holding. If any such member shall require more than one certificate in respect of the share registered in his name, he shall pay such fee as the Directors may from time to time determine and which the Company may be permitted to charge by law and by the Stock Exchange plus any stamp duty levied by the Government from time to time.
- (2) The Depository or its nominee company shall be entitled to receive jumbo certificates in denominations requested by the Depository or its nominee company for shares that are deposited securities. If the Depository or its nominee company shall require more than one jumbo certificate in respect of the shares that are

Issue of share certificates

Member entitled to share certificates

Period of allotment of securities

Additional share certificate

deposited securities, it shall pay such fee as the directors may from time to time determine and which the Company may be permitted to charge by law plus any stamp duty levied by the Government from time to time.

31. (1) Subject to the provisions of the Act, the Central Depositories Act and the Rules, if any certificate is worn out or defaced then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof. **Issue of new certificate in place of one defaced, lost or destroyed**
- (2) If any certificate is lost, or destroyed or stolen, then upon proof thereof to the satisfaction of the Directors and on such indemnity being given by the shareholder, transferee, persons entitled, purchaser, member company of the Stock Exchange or any financial institution on behalf of its client, as the Directors deem adequate, a new certificate in lieu thereof shall be issued to the party entitled to such lost or destroyed or stolen certificate.
32. For every certificate issued under Clause 31, there shall be paid to the Company such sum as the Directors may from time to time determine and which the Company may be permitted to charge by law and by the Stock Exchange, in addition to all expenses including, out-of-pocket expenses incurred in connection with the investigation by the Company of such loss or destruction. **Fees and costs**
33. Where any shares (which are not deposited securities) are sold by the Directors under the powers in that behalf in this Constitution and the certificate thereof has not been delivered up to the Company by the former holder of the said shares, the Director may issue a new share certificate for such shares distinguishing it in such manner as they may think fit from the certificate not so delivered up. **Issue of certificate of shares sold by Directors on non-delivery**

CALLS

34. (1) The Directors may, from time to time, make such calls as they think fit upon the members in respect of moneys unpaid on any shares held by them which, at the time of allotment thereof, were not made payable at fixed times. **Calls**
- (2) Each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors.
- (3) A call may be made payable by instalments and shall be deemed to have been made when the resolution of the Directors authorising such call was passed.
35. (1) Fourteen (14) days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid and except as otherwise fixed by the terms of issue no call on any share shall exceed one-fourth of the issue price of the share or be payable at less than one month from the date fixed for payment of the last preceding call. **Notice of call**
- (2) Before the time for payment the Directors may by notice in writing to the members revoke the call wholly or in part or extend the time for payment.

36. Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date or by instalments at fixed times, shall for the purposes of this Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.
- Sum payable on allotment or at fixed times or by instalments deemed to be calls**
37. (1) If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment of the sum to the time of actual payment at such rate as the Directors determine, but the Directors may waive payment of that interest wholly or in part.
- (2) On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the Register of Members as the holder or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the minute book and that notice of such call was duly given to the member sued in pursuance to this Constitution; and it shall not be necessary to prove the appointment of the Directors who made such call, nor that the meeting at which any call was made was duly convened and constituted nor any other matters whatsoever, but the proof of the matters aforesaid shall be conclusive evidence of the debt.
- Interests on calls or instalments**
- Proof of Debt**
38. (1) The Directors may accept from a member the whole or a part of the amount unpaid on a share although no part of that amount has been called up.
- (2) The Directors may authorise payment by the Company of interest upon the whole or any part of an amount so accepted, until the amount becomes payable at such rate not exceeding the prescribed rate, as is agreed upon between the Directors and the members paying the sum.
- (3) For the purposes of sub-clause (2), the prescribed rate of interest is:
- (a) if the Company has, by resolution, fixed a rate - the rate so fixed; and
- (b) in any other case – eight percent (8%) per annum.
- (4) Capital paid on shares in advance of calls shall be treated as a loan to the Company and not as part of its capital and shall be repayable at any time if the Directors so decide. Such capital shall not, whilst carrying interest, confer a right to participate in profits.
- Payment of calls in advance**
- Capital paid on shares in advance of calls**

FORFEITURE OF SHARE

39. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors, may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. **Notice of forfeiture**
40. (1) The notice shall name a day (not being less than fourteen (14) days from the date of the notice) and a place on and at which such call or instalment and such interest and expenses as aforesaid are to be paid. **Form of notice**
- (2) The notice shall also state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.
41. (1) If the requirements of any such notice as aforesaid are not complied with any shares in respect of which such notice has been given may at any time thereafter before payment of all calls or instalments, interest and expenses due in respect thereof be forfeited by resolution of the Directors to that effect. **Forfeiture for non-payment**
- (2) Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
42. When any share shall have been so forfeited notice of the resolution shall be given to the member in whose name it stood immediately prior to the forfeiture and an entry of the forfeiture with the date thereof shall forthwith be made in the Register of Members, but no forfeiture shall in any manner be invalidated by any omission or neglect to give such notice or to make such entry as aforesaid. **Notice of resolution of forfeiture and entry of Register of Members**
43. (1) In the event of a forfeiture of shares, the member shall be bound to deliver, and shall forthwith deliver to the Company the certificate held by him for the shares so forfeited unless the shares are deposited securities. **Surrender of shares**
- (2) The Directors may accept a surrender of any share:
- (a) when they are in a position to forfeit such share; or
- (b) in any such other cases as may be allowed by law.
44. (1) Any share so forfeited shall be deemed to be the property of the Company, and the Directors may sell, re-allot and otherwise dispose of the same in such manner as they think fit. **Forfeited shares to become property of Company**
- (2) If any shares are forfeited and sold, any residue after the satisfaction of the unpaid calls and accrued interest and expenses, shall be paid to the person whose shares have been forfeited, or his executors, administrators or assignees or as he directs. **Sale of forfeited shares**
45. The Directors may, at any time before any shares so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as they think fit. **Power to annul forfeiture**

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| 46. | A person whose shares have been forfeited shall notwithstanding that he shall cease to be a member in respect of the forfeited shares, remain liable to pay to the Company all money which, at the date of forfeiture, was payable by him to the Company in respect of the shares (together with interest at the rate of eight percent (8%) per annum from the date of the forfeiture on the money for the time being unpaid if the Directors think fit to enforce payment of the interest), but his liability shall cease if and when the Company receives payment in full of all such money in respect of the shares. | Arrears to be paid notwithstanding forfeiture |
| 47. | A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. | Statutory declaration of forfeited share |
| 48. | The Directors may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may (in the case of shares that are not deposited securities) 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, or (in the case of shares that are deposited securities) authorise its registrar to cause the Depository to credit the securities account of the person to whom the share is sold or disposed of with the forfeited shares or otherwise in accordance with the directions of such persons as aforesaid. The purchaser shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. | Title of purchaser of forfeited share |
| 49. | 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. | Application of forfeiture provisions |

LIEN

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| 50. | Subject to the provisions of the Act, the Central Depositories Act and the Rules: | |
| | (1) The Company shall have a first and paramount lien on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share. | Company's lien on shares |
| | (2) The Company also has a first and paramount lien on all shares (other than fully paid shares) registered in the name of a sole holder in the Register of Members for all money presently payable by him or his estate to the Company. | |
| | (3) The Directors may at any time exempt a share wholly or in part from the provisions of this Clause. | |
| | (4) The Company's lien (if any) on a share extends to all dividends payable in respect of the share and 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. | |

51. (1) Subject to sub-clause (2), the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien. **Power of sale**
- (2) A share on which the Company has a lien shall not be sold unless:
- (a) a sum in respect of which the lien exists is presently payable; and
- (b) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share in the Register of Members or the person entitled to the share by reason of the death or bankruptcy of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.
52. (1) For the purpose of giving effect to a sale mentioned in Clause 51, the Directors may (in the case of a share that is not a deposited security) authorise a person to transfer the shares sold to the purchaser of the shares or (in the case of a share that is a deposited security) authorise its registrar to cause the Depository to credit the securities account of the purchaser of the share sold or otherwise in accordance with the directions of the purchaser. **Sale of shares under lien**
- (2) The Company shall (in the case of a share that is not a deposited security) register the purchaser as the holder of the shares comprised in any such transfer. The purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in reference to the sale.
- (3) The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale.
53. The proceeds of a sale mentioned in Clause 50 shall be applied by the Company 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 any like lien for sums not presently payable that existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale. **Application of proceeds of sale**

TRANSFER OF SHARES

54. (1) Subject to the provisions of the Act and this Constitution (with respect to the transfer of a security that is not a deposited security), a member may transfer all or any of his securities by instrument in writing in the form specified by the Act and the Rules from time to time. **Form of Transfer**
- (2) The transfer of any listed security or class of listed security that is a deposited security shall be by way of book entry by the Depository in accordance with the Rules and notwithstanding Sections 105, 106 or 110 of the Act but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such listed security.

55. Subject to any written law, the instrument of transfer of any security that is not a deposited security shall be signed both by the transferor and the transferee and the transferor shall be deemed to remain the holder of such security until the name of the transferee is entered in the Register of Members. **Execution of transfer**
56. (1) Subject to Clauses 15 and 68 and the provisions of the Central Depositories Act and the Rules, there shall be no restriction on the transfer of fully paid shares except where required by law. **No restriction on fully paid shares**
- (2) The Directors may decline to register any transfer of shares that is not a deposited security upon which the Company has a lien; and in the case of shares not fully paid up, may refuse to register a transfer to a transferee of whom they do not approve for the following reasons: **In what cases Directors may decline to register transfer**
- (a) the transferee is a minor, person of unsound mind or bankrupt;
- (b) the transferee is insolvent;
- (c) the transferee is a partnership; or
- (d) such other reasons as the Directors may consider appropriate.
- (3) The Depository may, in its absolute discretion, refuse to effect any transfer of a share that is a deposited security which does not comply with the Central Depositories Act and the Rules.
- (4) If in the exercise of its rights under this Clause, the Directors refuse to register a transfer of a share that is not a deposited security, they shall pass a resolution to refuse or delay the registration of the transfer within 30 days after the date on which the transfer was lodged with the Company setting out in full the reasons for refusing or delaying the registration and send to the transferor and transferee notice of the refusal within 7 days of the resolution being passed as required by the Act. **Notice of refusal for registration**
57. (1) For the purpose of registration of a transfer of shares that are not deposited securities, every duly executed and stamped instrument of transfer shall be left at the office of the Company's registrar together with the certificate of the shares to be transferred and such other evidence as the Company may require to prove the title of the transferor or his right to transfer the shares and thereupon, the Company shall, subject to the power vested in the directors in this Constitution, register the transferee as a shareholder within thirty (30) days from the receipt of such duly executed and stamped instrument of transfer. **Transfer to be left at office and evidence of title given.**
- (2) All instruments of transfer in respect of shares that are not deposited securities which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing the same.

- (3) Before registering any transfer tendered for registration in respect of shares that are not deposited securities, the Directors may, if they think fit, give notice by letter posted in the ordinary course to the registered holder that such transfer deed has been lodged and that unless objection is taken, the transfer will be registered and if such registered holder fails to lodge an objection in writing at the Registered Office of the Company within 10 days from the posting of such notice to him, he shall be deemed to have admitted the validity of the said transfer.
- Notice of transfer to registered holder**
58. (1) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares (that are not deposited securities) apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally in-operative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner.
- Non-liability of Company, Directors and Officers in respect of transfer**
- And in every such case, the person registered as transferee shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.
- (2) Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares registered by the Depository, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally in-operative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred, or otherwise in defective manner.
59. No transfer of shares that are not deposited securities shall be made to a minor or a person of unsound mind or who is insolvent or to a firm or partnership.
- No transfer to minor etc.**
60. An instrument of transfer must be in respect of only one class of shares.
- Transfer restricted to one class of shares**
61. Any fee charged on the transfer of a share that is not a deposited security (excluding stamp duty) shall be a sum of money paid in advance as the Directors may from time to time determine and which the Company may be permitted to charge by law and by the Stock Exchange.
- Fee on transfer**

62. The transfer books and Register of Members and register of debenture holders (in respect of non-deposited securities) may on due notice being given as required by the Act and the Stock Exchange be closed during such time or times as the Directors think fit, not exceeding in the whole thirty days in each year. The Company may require the Depository to suspend the trading of shares that are deposited securities at such times and for such periods as the Directors may from time to time determine.

When transfer books and Register of Members may be closed

TRANSMISSION OF SHARES

63. Subject to the provisions of the Act, the Central Depositories Act and the Rules, in case of the death of a member the persons recognised by the Company as having any title to his interest in the shares shall be:

Death of holder

(a) where the deceased was a sole holder, the legal personal representatives; and

(b) where the deceased was a joint holder, the survivor,

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

64. Any person becoming entitled to a security (that is not a deposited security) in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the security or to have some person nominated by him registered as the transferee thereof. Where the security is a deposited security, the person becoming so entitled may elect either to register himself or some person nominated by him as depositor or transfer the deposited security subject to the provisions of the Act, the Central Depositories Act and the Rules. The Directors shall, in any case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the security (that is not a deposited security) by that member before his death or bankruptcy.

Rights on death or bankruptcy

65. (1) If the person so becoming entitled elects to be registered himself, (in respect of securities that are not deposited securities) he shall deliver or send to the Company a notice in writing signed by him stating that he so elects and (in relation to securities that are deposited securities) the aforesaid notice must be served by him on the Depository provided that the Company shall register such person as a shareholder within 60 days from receipt of such notice as aforesaid.

Election

(2) If he elects to have another person registered he shall testify his election by executing to that person a transfer of the securities.

(3) All the limitations, restrictions, and provisions of this Constitution relating to the right to transfer and the registration of transfer of securities shall be applicable to any such notice or transfer as aforesaid if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

66. (1) Subject to the provisions of the Act, the Central Depositories Act and the Rules, where the holder of any securities dies or becomes bankrupt his personal representative or the assignee of his estate, as the case may be, shall, upon the production of such evidence as may from time to time be properly required by the Directors in that behalf, be entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the Company, or to voting, or otherwise), as the registered holder or depositor would have been entitled to if he had not died or become bankrupt. **Entitled to same rights**
- (2) Subject to the provisions of the Act, the Central Depositories Act and the Rules, where two or more persons are jointly entitled to any securities in consequence of the death of the holder they shall, for the purposes of this Constitution, be deemed to be joint holders of the securities.

67. Transmission of securities from Foreign Register where:

(1) the securities of the Company are listed on another stock exchange; and

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

LIMITATIONS ON SHAREHOLDERS

68. (1) In this Clause: **Interpretation**
- “person” includes an individual, body of persons (corporate or unincorporate), government, and statutory body but does not include:
- (a) the Government of Malaysia or any one acting on its behalf;
 - (b) a trustee (acting in that capacity) of any employees’ shares scheme of the Company; and
 - (c) the Depository.

“Associate” in relation to any person (below referred to in this definition as the “first named person), means:

- (a) a body corporate (whether registered in Malaysia or elsewhere) of which one half or more of the voting power exercisable at any general meeting of the body corporate may be exercised or controlled, or of which one half or more of the directors are appointed (or can be appointed), in either case by the first named person (alone or with any Associates of the first named person); or

- (b) any person who has (whether or not in a manner which is legally binding) agreed or committed himself or become obliged or arranged to exercise or refrain from exercising any rights attaching to any share, or any power to dispose of or retain any share or any interest therein, in accordance with the suggestions, instructions or directions of the first named person (or of any other Associate of the first named person).

Provided that where a person has been appointed to act as the proxy for the first named person to vote at a meeting of the Company neither such proxy for the first named person shall be the Associate of the other by reason solely of such appointment; or

- (c) in the case where the first named person is a government or government department or agency or body, such government or any other department agency or body of such government or any body corporate which is an Associate of any of the same by virtue of (a) above; or
- (d) in the case where the first named person is a trustee of any trust, any or all of the other trustees, any or all settlors of such trust and any or all beneficiaries (including contingent beneficiaries) under such trust; or
- (e) in the case where the first named person is a body corporate, any director of such body corporate and vice versa;

and any Associate of the first named person shall (unless the Directors otherwise determine) be deemed also to be an Associate of all other Associates of the first named person.

“control” means to be in the position of such a person as is the first named person in paragraph (b) of “Associate” above.

- (2) A person shall not be entitled either legally and/or beneficially and/or as trustee to:

No person to hold more than 5% of voting rights

- (a) hold shares representing more than five percent (5%) of all the shares then in issue alone or with his Associates; or
- (b) hold shares representing more than five percent (5%) of the total voting rights of all members having the right to vote at general meetings of the Company or otherwise having the right to control more than 5% of that total voting rights, alone or with his Associate.

- (3) (a) In respect of shares not being deposited securities, the Directors may, in their sole discretion and without assigning any reason therefor, refuse to register any transfer of ordinary shares (whether partly paid-up and whether or not the Company claims a lien on the same) and it shall refuse to register the transfer if such transfer when registered would in their opinion raise the proportion of the issued ordinary share capital which is either:

- (i) in the beneficial ownership or control of Foreigners beyond the Foreign Prescribed Limit; or
- (ii) in the beneficial ownership or control of any person beyond the Individual Prescribed Limit.

- (b) Where a Foreigner acquires shares of the Company (that are deposited securities) and such acquisition raises the beneficial ownership of the Company by Foreigners beyond the Foreign Prescribed Limit or any person beyond the Individual Prescribed Limit, the rights and obligations attaching to such shares acquired by Foreigners (to the extent that they exceed the Foreign Prescribed Limit) or by such persons (to the extent that they exceed the Individual Prescribed Limit) shall be determined by the Directors from time to time. Notwithstanding anything to the contrary, Foreigners holding shares of the Company exceeding the Foreign Prescribed Limit shall not be entitled to exercise in any manner whatsoever any voting rights in respect of the shares to the extent that such shares exceed the Foreign Prescribed Limit.
- (c) In the event that a person entitled to a share (that is a deposited security) by transmission or a nominee of such person is a Foreigner, neither such person nor his nominee shall be entitled to exercise in any manner whatsoever any voting rights in respect of the said shareholdings in any general meeting of the Company to the extent that such shareholdings raises the beneficial ownership of the Company by Foreigners beyond the Foreign Prescribed Limit.
- (d) If it appears to the Directors that in relation to any shares not being deposited securities that the limitation whether in respect of the Foreign Prescribed Limit or the Individual Prescribed Limit may be exceeded the Directors shall be entitled to refuse to register any shares in the name of that person (other than as an allottee under an issue of share by way of capitalisation of profits or reserves made pursuant to this Constitution) unless there shall first have been given to them a declaration (in such form as the Directors shall from time to time prescribe) stating the total number of shares held by that person and his Associates (and the names of such Associates) and the total voting rights exercisable by him and his Associates (and the names of such Associates) on a poll at general meetings of the Company and the Directors are satisfied as to the contents thereof.
- (4) In relation to any shares not being deposited securities, subject to the provisions of this Clause, the Directors shall, unless they have reason to believe otherwise, be entitled to assume without enquiry that no person holds shares or is capable of exercising or controlling the exercise of voting rights of all members having the right to vote on a poll at general meetings of the Company more than either the Foreign Prescribed Limit or the Individual Prescribed Limit.

Nevertheless, the Directors may at any time give notice in writing to any person requiring him to make a declaration (in such form as the Directors shall prescribe) within such period as may be specified in the notice as to the total number of shares held by him and his Associates (and the names of such Associates) and/or as to the said votes which he can control the exercise and/or as to whether he is an Associate of any other person or persons [and the names of any such Associate(s) or person(s)] and from the date of service of such notice until the Directors declare themselves satisfied with the contents of a declaration received by them from such person any shares held by any such person shall not confer any right to receive notice of or to attend or vote at general meetings of the Company.

(5) In relation to such shares not being deposited securities, if within 21 days after the giving of such notice as is referred to in sub-clause (4) above (or such shorter or longer period as in all the circumstances the Directors shall consider reasonable and shall specify in the notice) the Directors are not satisfied that the person referred to in such notice given pursuant to sub-clause (4) above neither holds shares nor is capable of exercising or controlling the exercise of voting rights of all members having the right to vote on a poll at general meetings of the Company exceeding either the Foreign Prescribed Limit or the Individual Prescribed Limit, the Directors may give a further notice in writing to such person specifying the other person(s) believed by them to be Associates of such person and requiring him and all or any of his Associates (as the Directors may determine) to transfer such number of shares (Excess Shares) to other persons who are not his Associates as will result in the Directors being satisfied that the number of his shares held by him and his Associates does not exceed either the Foreign Prescribed Limit or the Individual Prescribed Limit nor is he capable of exercising or controlling the exercise of the total voting rights of all members having the right to vote at general meetings of the company exceeding either of the Prescribed Limits.

If within 21 days after the giving of such further notice (or such extended time as in all the circumstances the Directors shall consider reasonable) such notice is not complied with to the satisfaction of the Directors, the Directors may arrange for the Company to sell the Excess Shares at the best price reasonably obtainable. For this purpose the Directors may authorise in writing any officer or employee of the Company to execute on behalf of the person in question a transfer or transfers of the Excess Shares to the purchaser or purchasers and may if the shares are not deposited securities issue a new certificate to the purchaser or purchasers.

The net proceeds of the sale of such Excess Shares shall be received by the Company whose receipt shall be a good discharge for the purchase money and shall be paid over by the Company to the former holder or holders upon surrender by him or them of the certificates for the Excess Shares or upon registration of the purchasers as the depositors, if the shares are deposited securities, but such proceeds shall in no circumstances carry interest against the Company.

(6) The Directors shall not be required to give any reasons for any decision or declaration taken or made in accordance with this Clause.

ALTERATION OF CAPITAL

69. (1) Subject to Clause 15(6)(c), the Company in general meeting may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, 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 to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital, voting or otherwise as the Company by the resolution authorising such increase directs.
- (2) Except so far as otherwise provided by the conditions of issue, or by this Constitution, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender, and otherwise.
70. The Company may:
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) Cancel shares that at the date of the passing of the resolution, have not been taken or agreed to be taken by any person or have been forfeited and reduce the amount of its share capital by the amount of the shares so cancelled;
- (c) Subdivide its shares or any of them into shares of smaller amount than is fixed by this Constitution; so however that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or
- (d) Subject to the Act, by special resolution, reduce its share capital and any capital redemption reserve fund.
- Company may increase its capital**
- How far new shares to rank with shares in original capital**
- Company may alter its capital in certain ways**

CONVERSION OF SHARES INTO STOCK

71. The Company may, by resolution, convert all or any of its paid up shares into stock and re-convert any stock into paid up shares of any value.
72. (1) Subject to sub-clause (2), where shares have been converted into stock, the provisions of this Constitution relating to the transfer of shares apply, so far as they are capable of application, to the transfer of the stock or of any part of the stock.
- (2) The Directors may fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum.
73. (1) The holders of stock have, according to the amount of the stock held by them, the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as they would have if they held the shares from which the stock arose.
- Conversion of shares into stock and reconversion**
- Transfer of stock**
- Participation in dividends and profits**

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

74. The provisions of this Constitution that are applicable to paid up shares apply to stock, and references in those provisions to share and shareholder shall be read as including references to stock and stockholder, respectively.

Provisions applicable to shares shall apply to stock

BORROWING POWER

75. The Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and in particular, by the issue of bonds, perpetual or redeemable debentures or debenture stock, or any mortgage, charge, or other security on the undertaking or the whole or any part of the property of the Company both present and future, including its uncalled capital for the time being PROVIDED THAT the Directors shall not borrow any money or mortgage or charge any of the Company's undertaking, property, or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

Power to borrow

76. Any bonds, notes, debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

Issue of debenture etc.

GENERAL MEETINGS

77. An annual general meeting of the Company shall be held in accordance with the Act. All general meetings other than the annual general meetings shall be called extraordinary general meetings.

General meetings

78. The Directors may, whenever they think fit, convene an extraordinary general meeting, and the Directors shall, on requisition of members in accordance with the Act, forthwith proceed to convene an extraordinary general meeting.

Directors may convene meeting

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

Business at requisitioned meeting

80. (1) Subject to the provisions of the Act relating to special resolutions and agreements for shorter notice, fourteen (14) days' notice at the least, or twenty one (21) days' notice at the least where any special resolution is to be approved or where it is an annual general meeting (exclusive of the day on which the notice is served or deemed to be served, and the day for which notice is given) specifying the place, the day and the hour of meeting and in case of special business, the general nature of that business accompanied by a statement regarding the effect of any proposed resolutions in respect of any such special business shall be given to such persons as are entitled to receive these notices from the Company, as provided for in this Constitution and the provisions of the Central

Notice of meeting

Depositories Act and the Rules, and by advertisement in at least 1 nationally circulated Bahasa Malaysia or English daily newspaper and in writing to each Stock Exchange upon which the Company is listed.

(2) Every notice calling an annual or extraordinary general meeting shall be served in the manner as provided for in this Constitution.

(3) Entitlement to receive notices of a general meeting and to vote thereat shall be based on the Record of Depositors as at the dates specified by the Company in accordance with the provisions of the Central Depositories Act and the Rules.

(a) The Company shall request the Depository in accordance with the Rules to issue a Record of Depositors to whom notices of general meetings shall be given by the Company.

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

(c) Subject to applicable laws and regulations including the Foreign Ownership Regulations, a depositor shall not be regarded as a member entitled to attend any general meeting to speak and vote thereat unless such name appears in the General Meeting Record of Depositors.

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

Omission of notice

82. The notice convening a meeting to consider a special or ordinary resolution shall specify the intention to propose the resolution as a special or ordinary resolution as the case may be.

Notice of special or ordinary resolution

83. In every notice calling a meeting there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him.

Members right to appoint proxy

PROCEEDINGS AT GENERAL MEETINGS

84. Unless otherwise provided for in this Constitution, the proceedings of an Annual General Meeting shall be in accordance with the provisions of the Act to transact the following business:

(a) the laying of audited financial statements and the reports of the Directors and auditors of the Company;

(b) the election of Directors in place of those retiring;

(c) the appointment and fixing of the fee of directors; and

(d) any resolution or other business of contained in the notice of the Annual General Meeting given to shareholders in accordance with the Act or this Constitution.

All general meetings other than the Annual General Meetings shall be called extraordinary general meetings.

85. Two (2) members present in person or by proxy shall be a quorum for a general meeting and no business shall be transacted at any general meeting unless the quorum requisite be present at the commencement of the business. **Quorum**
86. If within half an hour from the time appointed for the meeting a quorum is not present the meeting if convened upon requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may determine. In the latter case, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting. **When meeting to be dissolved or adjourned, if quorum not present**
87. (1) The Chairman of the Board of Directors or in his absence, the Deputy Chairman (if any) shall preside as Chairman at every general meeting of the Company. **Chairman of general meeting**
- (2) If there is no Chairman or Deputy Chairman or if at any meeting he is not present within half an hour after the time appointed for holding such meeting or is unwilling to act, the Directors present shall choose a Chairman and in default of their so doing the members present shall choose one of the Directors to be Chairman and if no Director present is willing to take the chair, shall choose one of their members to be Chairman.
88. No business except the election of a Chairman or the adjournment of the meeting shall be transacted or discussed at any general meeting while the Chair is vacant. **No business to be transacted without Chairman**
89. (1) Subject to the Main LR, 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, a poll may be demanded in respect of all other matters: **How resolution to be voted at meeting**
- (a) by the Chairman;
- (b) by at least 3 members present in person (or in the case of a company, by representative) or by proxy;
- (c) by a member or members present in person or by proxy or by representative and representing not less than one-tenth of the total voting rights of all the members present in person or by proxy or by representative at the meeting; or
- (d) by a member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares held by all the members present in person or by proxy or by representative at the meeting.

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| <p>(2) The poll shall be taken in such manner as the Chairman of the meeting may direct and at least one (1) scrutineer must be appointed to validate the votes cast at the general meeting. The appointed scrutineer must not be an officer of the Company or its related corporation, and must be independent of the person undertaking the polling process. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.</p> | <p>Appointment of Scrutineer</p> |
| <p>(3) 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 a poll has been demanded.</p> | <p>Business may proceed notwithstanding demand of poll</p> |
| <p>(4) The demand of a poll may be withdrawn.</p> | |
| <p>(5) In case of an equality of votes, the Chairman (unless he is not the Chairman of the Board of Directors) shall, have a casting vote. Where the Chairman is also a member of the Company, he shall have the casting vote in addition to the votes to which he may be entitled as a member.</p> | <p>Chairman to have casting vote</p> |
| <p>90. (1) The poll shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the Chairman directs, the result of the poll shall be the resolution of the meeting, but a poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith.</p> <p>(2) In case of any dispute as to the admission or rejection of a vote the Chairman shall determine the same and such determination made in good faith shall be final and conclusive.</p> | <p>In what cases poll taken without adjournment</p> |
| <p>91. The Chairman of a general meeting may with the consent of the meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.</p> | <p>Power to adjourn general meeting</p> |

VOTES OF MEMBERS

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| <p>92. (1) Subject to Clause 80, a member of the Company shall be entitled to be present and to vote at any general meeting in respect of any share or shares upon which all calls due to the Company have been paid. Subject to the provisions of this Constitution and any rights or restrictions for the time being attached to any class or classes of shares at meetings of members or classes of members each member entitled to vote may vote in person, or by proxy or representative.</p> <p>(2) Any proxy or representative appointed to vote and attend instead of a member shall have the same right as the member to speak at the meeting.</p> <p>(3) A proxy or representative may but need not be a member of the Company. A member may appoint any person to be his proxy without restriction.</p> | <p>Votes of members</p> |
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93. A member shall not be entitled to appoint more than two (2) proxies to attend and vote at the same meeting PROVIDED THAT where a member of the Company is an authorised nominee as defined in accordance with the provisions of the Central Depositories Act, it may appoint at least one (1) proxy but not more than two (2) proxies in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account. **Proxy**
94. Where a member appoints two (2) proxies to attend and vote at the same meeting, such appointment shall be invalid unless he specifies the proportion of his shareholding to be represented by each proxy.
95. 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 shall be no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.
96. A member who is of unsound mind and whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote by his committee or by such other person as properly has the management of his estate, and any such committee or other person may vote by proxy. **Member of unsound mind**
97. (1) No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid. **No member entitled to vote while call due to Company**
- (2) 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.
98. (1) No objection shall be raised as 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. **Objection to vote**
- (2) Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.
99. (1) The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly appointed under a power of attorney or if such appointer is a corporation, under the hand of an officer or attorney duly appointed under a power of attorney. **Instrument appointing proxy to be in writing**
- (2) A copy of the duly registered power of attorney referred to in sub-clause (1) shall be deposited with the Company together with the instrument appointing the proxy, as provided for in Clause 102.
- (3) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

100. Any corporation which is a member of the Company may by resolution of the directors of that corporation or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.
101. (1) The instrument appointing a proxy or representative together with the duly registered power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the Registered Office of the Company, or at such other place within Malaysia as is specified for that purpose in the notice convening the meeting, 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 facsimile number and may specify an electronic address in the notice of the meeting, for the purposes of receipt of proxy appointments subject to the Main LR, applicable laws, regulations and rules.
- (2) Subject to the Act and the Main LR, 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.
- (3) For the purpose of this Clause 101, the Directors may require such reasonable evidence they consider necessary to determine:
- (a) the identity of the member and the proxy;
- (b) where the proxy is appointed by a person acting on behalf of the member, the authority of that person to make the appointment.
- (4) Without prejudice to this Clause, 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.
- (5) An appointment of proxy by electronic communication which is not made in accordance with this Clause shall be invalid.
102. A vote given in accordance with the terms of the instrument referred to in Clause 101 shall be valid notwithstanding the previous death, or unsoundness of mind of the principal or revocation of the instrument or of the authority under which the instrument was executed, or the transfer of the share in respect of which the instrument was 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 Registered Office before the commencement of the meeting or adjourned meeting at which the instrument is used.

**Corporations can
appoint
representatives**

**Instrument
appointing proxy
to be deposited**

**When vote by
proxy valid though
authority revoked**

103. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit or in such other form as the Directors may approve or prescribe.

Form of instrument appointing a proxy

TELEKOM MALAYSIA BERHAD (128740-P)

I/we _____ of _____ in the State of _____ being a member of TELEKOM MALAYSIA BERHAD (128740-P), hereby appoint _____ of _____ or failing him, _____ of _____ or failing him, the Chairman of the Meeting, as my proxy, to vote for me and on my behalf at the Annual or Extraordinary (as the case may be) General Meeting of the Company or at any adjournment thereof to be held on _____ day of _____.

Signed this _____ day of _____ 20 ____

My/Our proxy is to vote as indicated hereunder.

Resolution	For	Against

No. of Ordinary Shares held	
CDS Account. No	

DIRECTORS

104. Unless and until otherwise determined by the Company in general meeting:

(a) The Directors, shall not be less than 5 nor more than 15, a majority of which shall be independent directors.

Number of Directors

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

No qualification shares

105. (1) Any appointment, nomination, removal or termination of Appointed Directors shall be in writing served on the Secretary together with in the case of an appointment or nomination, the consent of the person concerned, and such notice shall be signed by or on behalf of the Special Shareholder.

Appointed Directors

(2) Save as provided in this Clause, the provisions of this Constitution (relating to Directors generally) shall apply to the Appointed Directors as they apply to other Directors.

(3) Notwithstanding anything to the contrary in this Constitution, but subject to the Act:

- (a) if an Appointed Director ceases to hold such office the vacancy may only be filled by appointment by the Special Shareholder pursuant to this Clause;
- (b) the provision of this Constitution relating to the appointment of Directors shall not apply to Appointed Directors.
- (4) If an existing Director is nominated to be an Appointed Director he shall on the termination of his nomination continue to be a Director.
106. (1) 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 number fixed in accordance with this Constitution.
- (2) Any Director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at that meeting.
107. (1) The fees and benefits payable to the Directors shall be such fixed sum as may be determined by the Company in general meeting. Any Director holding office for a part of a year shall be entitled to a proportionate part of such fees and benefits.
- (2) Fees payable to non-executive Directors shall be by a fixed sum and not by a commission on, or a percentage of profits or turnover.
- (3) Fees or benefits payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.
- (4) The Directors shall be paid by the Company such reasonable travelling, hotel and other expenses as they may incur in attending meetings of the Company or of Directors or of committees of Directors or which they may otherwise incur in connection with the Company's business.
108. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may be paid such extra remuneration by way of salary, allowances or otherwise as the Board may determine provided that such extra remuneration shall not be by way of a commission on, or a percentage of, profits or turnover.
- DISQUALIFICATION OF DIRECTORS**
109. No person shall be appointed or is allowed to act as a Director of the Company or be involved whether directly or indirectly in the management of the Company, including acting in an advisory capacity in relation to the Company, if he:
- (a) has been convicted by a court of law, whether within Malaysia or elsewhere, of an offence in connection with the promotion, formation or management of a company;
- Casual vacancy**
- Fees and benefits of Directors**
- Increase in Directors Fees or Benefits**
- Special remuneration of Directors**
- Disqualification of Directors**

- (b) has been convicted by a court of law, whether within Malaysia or elsewhere, of an offence involving bribery, fraud or dishonesty or where the conviction involved a finding that he acted fraudulently or dishonestly; or
- (c) has been convicted by a court of law of an offence under the securities laws or the Act,

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

For the purposes of this Clause, "securities laws" means the CMSA, the Central Depositories Act and the Securities Commission Act 1993.

110. Subject as otherwise provided for in this Constitution and to the terms of any subsisting agreement, the office of a Director shall be vacated if he:

Vacation of Office

- (a) ceases to be a Director by virtue of Section 208 of the Act;
- (b) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his interest in manner required by the Act;
- (c) is absent from more than fifty percent (50%) of the total Board meetings held during a financial year; or
- (d) is convicted by a court of law, whether within Malaysia or elsewhere, in relation to the offences set out in Clause 109 above.

111. (1) No Director or intending Director shall be disqualified by reason of his office from holding any other office or place of profit under the Company (other than that of auditor) or under any company in which the Company shall be a shareholder or otherwise has an interest in or from contracting with the Company or any Company in which the Company is a shareholder or in which the Company otherwise has an interest either with regard to his tenure of any such office or place of profit or as vendor, purchaser or otherwise nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company or any other Company as aforesaid 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 realized by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relation thereby established but the nature of his interest shall be declared by him at the meeting of the Directors at which the question of entering into the contract or arrangement is first taken into consideration if his interest then exists or in any other case at the first meeting of the Directors after he becomes so interested.

Directors may contract with the Company

(2) A Director shall not vote in respect of any contract, proposed contract or arrangement in which he is interested directly or indirectly and if he shall do so his vote shall not be counted but this prohibition shall not apply to any arrangement for giving any Director security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company.

No voting in respect of contract of which a Director is interested

(3) For the purposes of sub-clause (1), a general notice given to the Directors at a meeting of Directors by any Director to that effect that he is a member or officer of any specified corporation, company or firm and is to be regarded as interested in any contract which may thereafter be made with that corporation, company or firm shall be deemed a sufficient declaration of interest in relation to any contract so made if it specifies the nature and extent of the interest in the specified corporation, company or firm and his interest is not different in nature or greater in extent than the nature and extent so specified in the general notice at the time any contract is so made.

ROTATION OF DIRECTORS

112. Except in the case of Clause 110, all directors shall retire from office once at least every three (3) years, but shall be eligible for re-election. An election of directors shall take place each year. At every annual general meeting of the Company one-third (1/3) of the Directors for the time being, or, if their number is not three (3) or a multiple of three (3), then the number nearest to one-third (1/3) shall retire from office.
- Directors' Retirement by rotation**
113. (1) The Directors to retire shall be the Directors who have been longest in office since their last election.
- (2) As between Directors of equal seniority, the Directors to retire shall, in the absence of agreement, be selected from among them by lot.
- (3) A retiring Director shall be eligible for re-election, and shall act as a Director throughout the meeting at which he retires.
- Directors to retire**
114. (1) Subject to sub-clause (2) hereof, where, at any general meeting, any Director retires in the manner provided under Clauses 112 and 113, the Company in general meeting may:
- (a) resolve to appoint a person to fill up the vacancy; or
- (b) resolve that the vacancy not be filled or that the number of Directors be reduced accordingly.
- (2) This Clause shall only apply where a retiring director chooses not to seek re-election, or where he elects to seek re-election, but the resolution for his re-election was put to the meeting and lost.
- Company may fill vacancy**
115. (1) No person, not being a retiring Director shall be eligible for election to the office of director at any general meeting unless a member intending to propose him for election has at least eleven (11) clear days before the meeting, left at the Registered Office a notice in writing duly signed by the nominee, giving his consent to the nomination and signifying his candidature for the office, or the intention of such member to propose him for election, provided that in the case of a person recommended by the Directors for election, nine (9) clear days' notice only shall be necessary, and notice of each and every candidature for election to the Board of Directors shall be served on the registered holders of shares at least seven (7) days prior to the meeting at which the election is to take place.
- Person offering himself for election to be director must give notice**

(2) The cost of serving the notice as required in sub-clause (1) on the registered holders of shares and the depositors where the nomination is made by members shall be borne by the members making the nomination.

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| 116. | The Company may from time to time in general meeting increase or reduce the number of Directors, and determine in what rotation such increased or reduced number shall go out of office, and may make any appointments necessary for effecting any such increase as aforesaid; but this Clause shall not be construed as authorising the removal of a Director otherwise than in accordance with Clause 117 and the Act. | Number of Directors maybe increased or reduced |
| 117. | Subject to the Act, the Company may by ordinary resolution 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; but any person so appointed shall retain his office only until the next following annual general meeting of the Company, at the close of which he shall retire; but at which he shall be eligible for re-election. | Removal of Director by ordinary resolution |

EXECUTIVE DIRECTOR

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| 118. | The Special Shareholder may from time to time, appoint one or more Directors to be executive director(s) of the Company, for such period and upon such terms as he may think fit but if the appointment is for a fixed term, the term shall not exceed five (5) years and may from time to time (subject to the provisions of the contract between the executive director and the Company) remove or dismiss him or them from office and appoint another or others in his or their place or places. The executive director(s) may be conferred such other designation(s) as may be determined by the Special Shareholder. | Power to appoint executive director |
| 119. | Notwithstanding anything to the contrary under its service contract, an executive director, shall be subject to retirement by rotation and (subject to the provisions of the said contract) shall be subject to the same provisions as to resignation and removal as the other Directors and executives of the Company and if he ceases to hold the office of Director for any cause he shall ipso facto and immediately cease to be an executive director. | Retirement by rotation of executive director |
| 120. | The executive director shall be subject to the control of the Board of Directors. The Directors may from time to time entrust to and confer upon the executive director(s) for the time being such of the powers exercisable under this Constitution by the Directors as they may think fit and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw, alter or vary all or any of such powers. | Powers of executive director |
| 121. | The remuneration of an executive director shall (subject to any contract between him and the Company) be fixed by the Special Shareholder and may be by way of fixed salary or commission or participation in profits or by all or any of these modes but shall not include a commission on or a percentage of turnover. | Remuneration of executive director |

PROCEEDINGS OF DIRECTORS

122. (1) The Directors may meet together for the despatch of business adjourn and otherwise regulate their meeting as they think fit, and, unless otherwise determined by the Directors, the quorum necessary for the transaction of business shall be five (5) Directors, at least two (2) of whom shall be Appointed Directors. At any adjourned meeting, the quorum shall be any three (3) Directors, at least two (2) of whom shall be Appointed Directors. A Director interested in a contract or arrangement shall be counted for the purposes of determining a quorum notwithstanding his interest.
- (2) Questions arising at any meeting shall be decided by a majority of votes of the Directors or their Alternates. In case of an equality of votes, the Chairman (unless he is not the Chairman of the Board of Directors) shall have a second or casting vote PROVIDED THAT no Chairman shall have a casting vote at a meeting at which only two (2) Directors are competent to vote on the question at issue.
- (3) All or any of the members of the Board or any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone, video conference or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting then is.
123. Any two (2) Directors may at any time and the Secretary upon the request of the Directors shall convene a meeting of the Directors.
124. A resolution in writing signed by a majority of the Directors or their Alternates, majority of which are independent, taking the form of one or more documents in writing or by other written electronic communication shall be as valid and effectual as if it had been passed by a meeting of Directors duly called and constituted. Any such resolution may consist of several documents in like form each signed by one or more Directors.
125. (1) The Special Shareholder shall appoint the Chairman of the Board of Directors and such Chairman may be given such executive powers as shall be determined by the Board.
- (2) The Directors may elect a Deputy Chairman from their number and the Directors may determine the period for which such officer shall hold the office of Deputy Chairman.
- (3) The Chairman or in the absence of the Chairman, the Deputy Chairman (if any) shall preside at the meeting of Directors.
- (4) If no such officers are present within half an hour after the time appointed for holding of the meeting of the Directors, the Directors present shall choose one of their number to be Chairman of the meeting.
126. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under this Constitution for the time being vested in or exercisable by the Directors generally.
- Proceedings, meetings of Directors and quorum**
- Calling of meetings**
- Resolution in writing binding**
- Chairman or Deputy Chairman of Directors**
- Power of quorum**

127. (1) The Directors may delegate any of their powers to committees consisting such member or members of their body as they think fit and may from time to time revoke such delegation.
- (2) Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed on it by the Directors.
- (3) The meeting and proceedings of any such committee - shall be governed by the provisions regulating the said meetings and proceedings of the Directors.
128. All acts done at any meeting of Directors or by 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.

Committees

When acts of Director or committee valid notwithstanding defective appointment etc.

ALTERNATE DIRECTORS

129. Any Director may by writing under his hand or under the hand of his agent, duly authorised in writing appoint any person (other than another Director or a person who has already been appointed alternate for another Director) to be an alternate Director provided that any fee paid by the Company to the alternate Director shall be deducted from that Director's remuneration, and every such alternate Director shall be entitled to receive notice of all meetings of the Directors and to attend and vote at all such meetings at which the Director appointing him is not personally present, and shall have and exercise all the powers, duties and authorities, as a Director, of his appointer in his absence. Such appointment, unless previously approved by a majority of the other Directors, shall have effect only upon and subject to being so approved.

Appointment of alternate Director

PROVIDED ALWAYS THAT a Director or his agent duly authorised may at any time by writing under his hand revoke the appointment of any alternate Director appointed by him or his agent duly authorised, and appoint another person approved as aforesaid in his place as such Director or his agent may think fit; and if a Director shall die or otherwise cease to hold office of Director, the appointment of his alternate Director shall thereupon cease and determine. However, a Director shall not for the purposes of this Clause be deemed to have ceased to be Director if he retires at an annual general meeting but is re-elected at such meeting.

130. (1) Every person acting as an alternate for a Director shall be an officer of the Company, and shall be responsible to the Company for his own acts and defaults, and shall not be deemed to be the agent of or for the Director appointing him.
- (2) An alternate Director shall not be entitled to receive remuneration otherwise than out of the remuneration of the Director appointing him.

Responsibility of an alternate Director

Remuneration of alternate Director

POWERS AND DUTIES OF DIRECTORS

131. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the Act, or by this Constitution, required to be exercised by the Company in general meeting, subject, nevertheless, to this Constitution, to the provisions of the Act, and to such directions (whether or not consistent with this Constitution), as may be prescribed by the Company by special resolution; but so that no such direction and no alteration of this Constitution shall invalidate any prior act of the Directors which would have been valid if the direction or alteration had not been made. **General powers of Directors**
132. The Director shall not, save with the consent of the Company in general meeting, dispose of a substantial portion of the Company's main undertaking or property. **Power to dispose substantial property**
133. The continuing Directors may act at any time notwithstanding any vacancy in their body, provided always that in case the Directors shall at any time be reduced in number to less than the minimum number specified for the time being it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body or of summoning a general meeting of the Company, but not for any other purpose except for an emergency. **Power to act notwithstanding vacancy**
134. (1) The Directors may from time to time and at any time by power of attorney under the seal of the Company appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under this Constitution and which they can delegate) and for such period and at such remuneration and subject to such conditions as they may think fit. **Power of Attorney**
- (2) 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 sub-delegate all or any of the powers, authorities and directions vested in him.

COMMON SEAL

135. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the seal is affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose. **Custody of seal**

SECRETARY

136. (1) The Secretary shall be appointed by the Directors in accordance with the Act, for such term, at such remuneration, and upon such conditions as they think fit; and any Secretary so appointed may be removed by them. **Secretary**

(2) If thought fit by the Directors, two or more persons may be appointed as joint secretaries.

(3) The Directors may also appoint an Assistant or Deputy Secretary and the foregoing provisions of this Clause shall apply in relation to such office.

(4) If there is no Secretary or Assistant or Deputy Secretary capable of acting, subject to Section 235 of the Act, any officer of the Company authorised generally or specially in that behalf by the Board may carry out anything required or authorised by the Act to be done by the Secretary.

(5) Any provision of this Constitution or the Act requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

DIVIDENDS

137. (1) The Directors may from time to time declare dividend, but no dividend shall exceed the amount recommended by the Directors and the declarations of Directors as to the distribution shall be conclusive. No dividend shall be payable otherwise than out of profits available of the Company and provided the Company is solvent.

Dividends

(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. The Company is regarded as solvent if the Company is able to pay its debts become due within twelve (12) months immediately after the distribution is made.

(3) If, after, a distribution is authorised and before it is made, the Directors cease to be satisfied on reasonable grounds that the Company will be solvent immediately after the distribution is made, the Directors shall take all necessary steps to prevent the distribution being made. 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.

138. Interest is not payable by the Company in respect of the dividend.

Restriction to dividend interest

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

Amount of dividends

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

(3) The Directors may carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.

140. (1) Subject to the rights of persons (if any) entitled to shares with preferential or 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. **Declaration of dividends**
- (2) 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 will rank for dividend as from a particular date, that share ranks for dividend accordingly.
- (3) An amount paid or credited as paid on a share in advance of a call shall not be taken for the purpose of this Clause to be paid or credited as paid on the share.
141. The Directors may deduct from any dividend payable to a member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company. **Deduction**
142. (1) Any general meeting declaring a dividend may, by resolution, direct payment of the dividend wholly or partly by the distribution of specific assets, including paid up shares in, or debentures of, any other corporation, and the Directors shall give effect to such a resolution. **Dividend payment in specie**
- (2) Where a difficulty arises in regard to such a distribution, the Directors may settle the matter as they consider expedient and fix the value for distribution of the specific assets or any part of those assets and may determine that cash payments will be made to any members on the basis of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as the Directors consider expedient.
143. Subject to the provisions of the Act, the Central Depositories Act and the Rules: **Payment of dividend**
- (1) Any dividend, interest or other money payable in cash in respect of shares may be paid by cheque or any other methods as shall be determined by the Directors, sent to:
- (a) the address of the member as shown in the Register of Members; or
- (b) (in respect of shares other than a deposited securities) to such other address as member or joint holders/depositors in writing directs or direct.
- (2) Payment of dividend may also be made by direct transfer or such other mode of electronic means to the bank account of the holder whose name appears in the register or Record of Depositors, or if more than one (1) person is entitled thereto in consequence of the death or bankruptcy of the holder, payment in such manner to the bank account of any such persons or to the bank account of such persons as such person may by writing direct. The payment of any dividend by such electronic means shall constitute a good and full discharge to the Company of the dividend to which it relates notwithstanding any discrepancy given by the member in the details of his bank account(s).

CAPITALIZATION OF PROFITS

144. (1) Subject to sub-clause (2), the Company in general meeting may resolve that it is desirable to capitalise any sum, being the whole or a part of the amount for the time being standing to the credit of any reserve account or the profit and loss account or otherwise available for distribution to members, and that sum be applied, in any of the ways mentioned in sub-clause (3), for the benefit of members in the proportions to which those members would have been entitled in a distribution of that sum by way of dividend.

**Manner in which
capitalisation shall
be effected**

(2) The Company shall not pass a resolution as mentioned in sub-clause (1) unless the resolution has been recommended by the Directors.

(3) The way in which a sum may be applied under sub-clause (1) are any one or more of the following:

- (a) in paying up any amounts unpaid on shares held by members;
- (b) in paying up in full unissued shares or debentures to be issued to members as duly paid; or
- (c) to provide consideration for the purchase of the Company's own shares.

(4) The Directors shall do all things necessary to give effect to the resolution and, in particular, to the extent necessary to adjust the rights of the members among themselves may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions;
- (b) authorise any person to make, on behalf of all the members entitled to any further shares or debentures upon the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any such further shares or debentures or for the payment up by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares by the application of their respective proportions of the sum resolved to be capitalised

and any agreement made under an authority referred to in paragraph (b) is effective and binding on all the members concerned.

ACCOUNTS

145. The Directors shall cause accounting records to be kept in accordance with the provisions of the Act.

Accounts

146. The accounting records shall be kept at the Registered Office or subject to the Act, at such other place as the Directors think fit and shall always be open to inspection by the Directors.

Custody of books

147. (1) The Directors shall from time to time determine whether in any particular case or class of cases or generally, and to what extent, and at what times and places and under what conditions the

Inspection

accounts and books of the Company or any of them shall be open to the inspection of members.

(2) No member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by the Act or authorised by the Directors or by a resolution of the Company in general meeting.

148. (1) The Directors shall from time to time cause to be prepared and to be laid before the Company in general meeting profit and loss accounts, balance sheets, group financial statement (if any) and reports, whether in printed form, or such other form of electronic media, subject to and in accordance with the Act and the Main LR respectively.

Presentation of financial statement

(2) The interval between the close of a financial year of the Company and the issue of annual audited financial statement relating to it, the Directors' and auditors' reports shall not exceed four (4) months.

AUDIT

149. Auditors shall be appointed and their duties regulated in accordance with the Act.

Appointment of Auditors

NOTICES

150. (1) A notice may be given by the Company to any member either by serving it on him personally or by sending it by post to him at his address as shown in the Register of Members.

How notices to be served on members

(2) Without prejudice to sub-clause (1), but subject otherwise to the Act and any regulations made thereunder and (where applicable), the Main LR relating to electronic communications, any notice or document (including, without limitation, any accounts, balance-sheet, financial statements or report) which is required or permitted to be given, sent or served under the Act or under these Clauses by the Company, or by the Directors, to a member may be given, sent or served using electronic communications:

Electronic Communications

(a) to the current address of the member, and if the current address of a member cannot be ascertained, the contact details of such member as provided to the Depository shall be deemed as the last known address provided by the person to the Company for the purposes of communication with the member; or

(b) by making it available on a website prescribed by the Company from time to time,

in accordance with these Clauses, the Act and/or any other applicable regulations or procedures.

(3) If a member has no registered address in the Register of Members and has not supplied his registered address to the Depository a notice posted up in the Registered Office of the Company shall be deemed to be well served on him at the expiration of twenty-four (24) hours after it is so posted.

Member to notify and register his address

(4) Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been served, in the case of a notice of a meeting, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

When notice by post deemed to be served

(5) Where a notice or document is given, sent or served by electronic communications:

When notice by electronic communications deemed to be served

(a) to the current address of a person pursuant to Clause 150(2)(a), it shall be deemed to have been given sent or served at the time of transmissions of the electronic communication by the email server or facility operated by the Company or its service provider to the current address of such person (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 regulations or procedures; and

(b) by making it available on a website pursuant to Clause 150(2)(b), it shall be deemed to have been duly given, sent or served on the date on which the notice or document is first made available on the website, or unless otherwise provided under the Act and/or any other applicable regulations or procedures.

(6) Where a notice or document is given, sent or served to a member by making it available on a website pursuant to Clause 150(2)(b), the Company shall give separate notice to the member of the publication of the notice or document on that website and the manner in which the notice or document may be accessed by any one or more of the following means:

Separate notification for publication on website

(a) by sending such separate notice to the Member personally or through the post pursuant to Clause 150(1);

(b) by sending such separate notice to the member by using electronic communications to his current address pursuant to Clause 150(2)(a);

(c) by way of advertisement in the daily press; and/or

(d) by way of announcement on the Stock Exchange.

(7) In the event of a delivery failure where a notice or document is given, sent or served by electronic communications pursuant to Clause 150(2), the Company shall immediately send the relevant notice or document to the affected person by one or more of the following means:

Alternative arrangements in the event of delivery failure

(a) by sending such separate notice to the Member personally or through the post pursuant to Clause 150(1);

(b) by way of advertisement in the daily press; and/or

(c) by way of announcement on the Stock Exchange.

(8) A certificate in writing signed by a Director or any other officer of the Company that the envelope or wrapper containing the notice was so addressed, prepaid and posted shall be conclusive evidence thereof. Any notice given by advertisement shall be deemed to have been given on the day on which the advertisement shall first appear.

Certificate of Posting

(9) A notice may be given by the Company to a person entitled to a share in consequence of the death or bankruptcy of a member by serving it on him personally or by sending it to him by post addressed to him by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) within Malaysia or Singapore supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.

Notice to persons entitled to a share

(10) Any notice or document delivered or sent by post to or left at the registered address or given, sent or served by electronic communication to the current address (as the case may be) of any member in pursuance of this Constitution shall, notwithstanding such member be then deceased and whether or not the Company has notice of his death, be deemed to have been duly served in respect of any shares, and such service shall, for all purposes of this Constitution, be deemed a sufficient service of such notice or document on his heirs, executors or administrators.

Notice valid though member deceased etc.

(11) Where a given number of days' notice or notice extending over any other period is required to be given, the day of service and the day of which the notice is to be operative shall be excluded in computing such number of days or other period.

Period of Notice

151. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which before his name is entered in the Register of Members, has been duly given to a person from whom he derives his title.

SECRECY CLAUSE

152. Save as may be expressly provided by the Act, no member shall be entitled to enter into or upon or inspect any premises or property of the Company nor to require discovery of any information respecting any detail of the Company's trading or any matter which is or may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which, in the opinion of the Directors, it would be inexpedient in the interest of the members of the Company to communicate to the public.

WINDING UP

153. (1) 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.

Distribution of assets

(2) The liquidator may, with the like sanction, vest the whole or any part of any such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

(3) 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 general meeting. The amount of such payment shall be notified to all persons entitled to notice of meeting at least seven (7) days prior to the meeting at which it is to be considered.

**Liquidators'
commission**

INDEMNITY

154. Every officer or auditor for the time being of the company shall be indemnified out of the assets of the company against:

**Indemnity of
Directors and
officers**

(a) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted; or in which he is granted relief under the Act, or where proceedings are discontinued;

(b) any liability to any person, other than the company, for any act or omission in his capacity as officer or auditor or any costs incurred by him in defending or settling any claim or liability except:

(i) any liability of the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of noncompliance with any requirement of a regulatory nature, however arising;

(ii) any liability incurred by the director in defending criminal proceedings in which he is convicted; or in defending civil proceedings brought by the company, or an associated company, in which judgment is given against him; or

in connection with an application for relief under the Act, provided that no indemnity shall be provided under this Clause in respect of any breach of duty under Section 213 of the Act.

ALTERATION OF CONSTITUTION

155. This Constitution have been drafted in a manner to incorporate the requirements of the relevant governing statutes, regulations and guidelines. Without prejudice to any provisions in the Act or under this Constitution pertaining to the amendments of the Constitution, in the event the applicable provisions of any relevant governing statutes, regulations and guidelines are from time to time amended, modified or varied, such amendments, modifications or variations shall be deemed inserted herein whereupon this Constitution shall be read and construed subject to and in accordance with the amended, modified or varied statutes, regulations and guidelines. The Company shall comply with the provisions of the relevant governing statutes, regulations and/or guidelines as may be amended, modified or varied from time to time and any other applicable directives or requirements imposed by the relevant stock exchange and/or any other regulatory authorities, to the extent

**Amendment of
Constitution**

required by law, notwithstanding any provisions in this Constitution to the contrary.

156. (1) Notwithstanding anything contained in this Constitution, if the Main LR prohibit an act being done, the act shall not be done.
- (2) Nothing contained in this Constitution prevents an act being done that the Main LR requires to be done.
- (3) If the Main LR require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be).
- (4) If the Main LR require this Constitution to contain a provision and they do not contain such a provision, this Constitution is deemed to contain that provision.
- (5) If the Main LR require this Constitution not to contain a provision and they contain such provision, this Constitution are deemed not to contain that provision.
- (6) If any provision of this Constitution is or becomes inconsistent with the Main LR, this Constitution are deemed not to contain that provision to the extent of the inconsistency.

FURTHER INFORMATION**1. DIRECTORS' RESPONSIBILITY STATEMENT**

Our Directors have seen and approved this Circular and they collectively and individually accept full responsibility for the accuracy of the information in this Circular. They confirm, after making all reasonable enquiries, that to the best of their knowledge and belief, there are no other facts which, if omitted, would make any statement in this Circular misleading.

2. MATERIAL CONTRACTS

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

3. MATERIAL LITIGATION

As at the LPD, neither we nor our subsidiaries are engaged in any material litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on our financial position or business of our Group and our Board is not aware of any proceedings, pending or threatened against our Group, or of any facts likely to give rise to any proceedings which may materially affect our financial position or business of our Group.

4. DOCUMENTS FOR INSPECTION

Copies of the following documents may be inspected at our registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, Malaysia during office hours on Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of our AGM:

(a) our M&A; and

(b) our audited consolidated financial statements for the past two (2) financial years ended 31 December 2016 and 31 December 2017.

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