



**PAPPAJACK BERHAD**

(Registration No. 202001042414 (1398735-V))

(Incorporated in Malaysia under the Companies Act 2016)

**NOTICE OF EXTRAORDINARY GENERAL MEETING**

**NOTICE IS HEREBY GIVEN THAT** an Extraordinary General Meeting (“EGM”) of Pappajack Berhad (“Pappajack” or the “Company”) will be held at Four Points by Sheraton Puchong, The Heron (Function Room), Level 2, Puchong Financial Corporate Centre (PFCC), Jalan Puteri 1/2, Bandar Puteri, 47100 Puchong, Selangor Darul Ehsan on Friday, 14 June 2024 at 3.00 p.m. or after the conclusion or adjournment (as the case may be) of the 3rd Annual General Meeting of Pappajack scheduled to be held on the same day, same venue at 2.00 p.m., whichever is later for the purpose of considering and, if thought fit, passing the following resolution, with or without modifications:

**SPECIAL RESOLUTION**

**PROPOSED AMENDMENTS TO THE CONSTITUTION OF THE COMPANY TO FACILITATE THE IMPLEMENTATION OF THE PROPOSED TRANSFER OF THE LISTING OF AND QUOTATION FOR THE ENTIRE ISSUED SHARE CAPITAL OF THE COMPANY FROM THE ACE MARKET TO THE MAIN MARKET OF BURSA MALAYSIA SECURITIES BERHAD (“BURSA SECURITIES”) (“PROPOSED TRANSFER”) (“PROPOSED AMENDMENTS”)**

“THAT subject to the relevant approvals being obtained from the Securities Commission Malaysia and Bursa Securities for the Proposed Transfer, and the approval of any other relevant authorities and/or parties being obtained, if required, approval be and is hereby given to alter and amend the existing Clause of the Company’s Constitution in the following manner to facilitate the implementation of the Proposed Transfer with effect from the date the Company is transferred from the ACE Market to the Main Market of Bursa Securities;

Clause No.	Existing Clause	Clause No.	Amended Clause								
6.1	<p><b>Definition</b></p> <table border="1"> <thead> <tr> <th>Words</th> <th>Definition</th> </tr> </thead> <tbody> <tr> <td>Listing Requirements</td> <td>Unless the context otherwise requires, means the ACE Market Listing Requirements of the Exchange including any relevant practice and/or guidance notes, directives, guidelines issued pursuant thereto and any amendment, s u p p l e m e n t a l , modification to the same that may be made from time to time.</td> </tr> </tbody> </table>	Words	Definition	Listing Requirements	Unless the context otherwise requires, means the ACE Market Listing Requirements of the Exchange including any relevant practice and/or guidance notes, directives, guidelines issued pursuant thereto and any amendment, s u p p l e m e n t a l , modification to the same that may be made from time to time.	6.1	<p><b>Definition</b></p> <table border="1"> <thead> <tr> <th>Words</th> <th>Definition</th> </tr> </thead> <tbody> <tr> <td>Listing Requirements</td> <td>Unless the context otherwise requires, means the Main Market Listing Requirements of the Exchange including any relevant practice and/or guidance notes, directives, guidelines issued pursuant thereto and any amendment, s u p p l e m e n t a l , modification to the same that may be made from time to time.</td> </tr> </tbody> </table>	Words	Definition	Listing Requirements	Unless the context otherwise requires, means the Main Market Listing Requirements of the Exchange including any relevant practice and/or guidance notes, directives, guidelines issued pursuant thereto and any amendment, s u p p l e m e n t a l , modification to the same that may be made from time to time.
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**AND THAT** the Board of Directors of the Company be and is hereby authorised to assent to any conditions, modifications, variations and/or amendments as may be required by the relevant authorities, and to do all such acts, deeds and things and take all such steps as may be considered necessary to give full effect to the Proposed Amendments.”

**BY ORDER OF THE BOARD**

**WONG YOUN KIM (MAICSA 7018778)(SSM PC NO. 201908000410)**

Company Secretary  
Kuala Lumpur  
23 May 2024

**Notes:**

1. A member of the Company entitled to attend and vote at the meeting is entitled to appoint a proxy/proxies to attend and vote on his/her behalf.
2. A proxy may but need not be a member of the Company. A proxy appointed to attend and vote at a meeting of the Company shall have the same right as the member to speak at the meeting.
3. A member may appoint up to 2 proxies to attend, participate, speak and vote on his/her behalf at the same meeting. Where a member appoints 2 proxies, the appointment shall be invalid unless he specifies the proportions of his holdings to be represented by each proxy.
4. 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”) as defined under the Securities Industry (Central Depositories) Act, 1991, there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds and is exempted from compliance with the provisions of Section 25A(1) of the Securities Industry (Central Depositories) Act 1991.
5. The instrument appointing a proxy shall be in writing, executed by the appointor or of his/her attorney duly authorised in writing. If the appointor is a corporation, the Proxy Form must be executed under its common seal or under the hand of an attorney duly authorised.
6. The duly completed Proxy Form must be deposited at the Registered Office of the Company at Acclime Corporate Services Sdn. Bhd., Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur, not less than twenty-four (24) hours before the time for holding the meeting or any adjournment thereof.
7. The resolution set out in the Notice of EGM will be put to vote by poll pursuant to Rule 8.31A(1) of the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad.
8. For the purpose of determining who shall be entitled to attend this EGM, the Company shall be requesting Bursa Malaysia Depository Sdn. Bhd., in accordance with Clause 62 of the Company’s Constitution and Section 34(1) of the Securities Industry (Central Depositories) Act 1991, to make available to the Company, a Record of Depositors as at 7 June 2024. Only a member whose name appears on this Record of Depositors shall be entitled to attend this EGM or appoint proxy/proxies to attend, participate, speak and vote on his/her behalf.

**Personal data privacy:**

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