### 16.1 Share Capital

- (i) No Shares will be allotted on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. As at the date of this Prospectus there is only one class of shares in the Company, namely ordinary shares of RM0.10 each, all of which rank pari passu with one another.
- (iii) As at the date of this Prospectus, the Group has not issued any convertible debt securities and no person has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiary.
- (iv) There are no restrictions on the transfer of the Shares of the Company, except as otherwise required by law.
- (v) No shares or debentures of the Group have been issued or is proposed to be issued as fully or partly paid-up other wise than in cash within the two (2) preceding years of the date of this Prospectus.
- (vi) Save as disclosed in Sections 4.4, 4.5.1.2, 4.5.2.2 and 4.5.3.2 of this Prospectus, no shares or debentures of the Group have been issued or is proposed to be issued as fully or partly paid-up for cash or otherwise than in cash within the two (2) preceding years of the date of this Prospectus.
- (vii) With the exception of the Public Issue, there is no present intention on the part of the Directors of the Company to issue any part of the authorised but unissued share capital of the Company.
- (viii) Other than the 1,300,000 Shares reserved for eligible employees of Portrade and TSSB pursuant to the Public Issue under this Prospectus, there are at present no other schemes involving the staff or the Directors in the capital of the Company, its subsidiary and associated companies as at the date of this Prospectus.

#### 16.2 Articles of Association

The following provisions are reproduced from the Company's Articles of Association :-

#### 16.2.1 Transfer of shares

The provisions in the Company's Articles of Association in respect of the arrangements for transfer of the securities and restrictions on their free transferability are as follows:-

#### Articles 24

Subject to the Act, these Articles, the Rules, the Central Depositories Act and the requirements of the Exchange, any member may transfer all or any of his shares by instrument in writing in the form prescribed and approved by the Exchange, the Act and/or the Central Depositories Act, as the case may be. The transfer of any securities or class of securities of the Company, shall be by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption from compliance with subsection 107C(1) of the Act, the Company shall be precluded form registering and effecting any transfer of such listed securities.

#### Article 25

The instrument of transfer of any share of the Company shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered into the Register of Members and/or the Record of Depositors, as the case may be, in respect thereof.

#### Article 26

Subject to the Rules and the requirements of the Exchange, the transfer of any securities may be suspended at such times and for such periods as the Directors may from time to time determine. Notice shall be given of such closure in accordance with the requirements of the Exchange.

### Article 27

The Central Depository may refuse to register any transfer of Deposited Security that does not comply with the Central Depositories Act and the Rules

#### Article 28

Subject to any law in Malaysia for the time being in force, neither the Company nor the Directors nor any of its officers shall incur any liability for the act of the Central Depository in registering or acting upon a transfer of shares apparently made by a Member or any person entitled to the shares by reason of death, bankruptcy or insanity of a Member although the same may by reason of any fraud or other causes not known to the Company or the Directors or the Central Depository or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor Member and the transferee be liable to be set aside and notwithstanding that the Company may have notice that such instrument or transfer was signed or executed and delivered by the transferor Member in the blank as to the name of the transferee, of the particulars of the shares transferred or otherwise in defective manner.

### Article 29

Subject to the provisions of these Articles, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person.

#### 16.2.2 Remuneration of Directors

The provisions in the Company's Articles of Association in respect of remuneration of the Directors are as follows:-

#### Article 92

- The Directors shall be paid by way of fees for their services, such fixed sums (if any) as shall from time to time be determined by an ordinary resolution of the Company in general meeting and shall (unless such resolution otherwise provide) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office PROVIDED ALWAYS that:-
  - fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover; and
  - (b) salaries and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover.
- (2) The Directors shall be entitled to be reimbursed all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or general meeting or otherwise howsoever incurred in the course of the performance of their duties as Directors.
- (3) Any Directors who is appointed to any executive office or serves on any committee or who otherwise performs or renders services, which in the opinion of the Directors are outside his ordinary duties as a Director, may be paid such extra remuneration as the Directors may determine, subject however as is hereinafter provided in this Article.
- (4) Any fee paid to an alternate Director shall be such as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

#### Article 93

Fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where the notice of the proposed increase has been given in the notice convening the meeting

#### Article 94

If any Director, being willing and having been called upon to do so, shall render or perform extra or special services of any kind, including services on any committee established by the Board, or shall travel or reside abroad for any business or purposes of the Company, he shall be entitled to receive such sum as the Board may think fit for expenses, and also such remuneration as the Board may think fit, either as a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) provided that in the case of non-executive Directors of the Company, the said remuneration shall not include a commission on or percentage of profits or turnover. In the case of an Executive Director, such fee may be either in addition to or in substitution for his share in the fee from time to time provided for the Directors.

#### 16.2.3 Voting and Borrowing Powers of Directors

The provisions in the Company's Articles of Association dealing with voting and borrowing powers of the Directors in proposals, arrangements or contracts in which they are interested in their borrowing powers exercisable by them and how such borrowing powers can be varied are as follows:-

#### Article 96

The business of the Company shall be managed by Directors who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by these Articles required to be exercised by the Company in general meeting, subject nevertheless, to any of these Articles, to the provisions of the Act, and to such resolutions, not being inconsistent with these Articles or the provisions of the Act as may be prescribed by the Company in general meeting but no resolution made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if such resolution had not been made.

#### Article 97

The Directors shall not without the prior approval of the Company in general meeting:-

- (a) exercise any power of the Company to issue shares unless otherwise permitted under the Act;
- (b) subject to Sections 132E and 132F of the Act, enter into any arrangement or transaction with a Director of the Company or its holding company or with a person connected with such a Director, to acquire from or dispose to such a Director or person, any non-cash assets of the requisite value.

### Article 98

- (1) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or any related company as may be thought fit.
- The Directors may borrow or raise any such money as aforesaid, upon such terms and (2)conditions in all respects as the Directors may think fit, upon or by the issue or sale of any bonds, debentures, debenture stocks or securities. The Company may in general meeting grant a right for the holders of bonds, debentures, debenture stocks or securities to exchange the same for shares in the Company or any class authorized to be issued. The Directors may secure or provide for the payment of any moneys to be borrowed or raised by a mortgage or a charge upon all or any part of the undertaking or property of the Company, both present and future and upon any capital remaining unpaid upon the shares of the Company, whether called up or not or by any other security and the directors may confer upon any mortgages or persons in whom any debentures, debenture stock or security is vested, such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or so raised and confer upon the trustees or any receiver to be appointed by them or by any debenture holder, such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company, or the management or the realization thereof, or the making, receiving or enforcing of calls upon the members in respect of unpaid capital and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustees may be remunerated.

(3) The Directors shall not borrow any money or mortgage or charge any of the Company's or the subsidiaries' undertaking, property or any uncalled capital, or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.

#### Article 99

The Directors may establish or arrange any contributory or non-contributory pension or superannuation scheme for the benefit of, or pay a gratuity, pension or emolument to any person who is or has been employed by or in the service of the Company or any subsidiary of the Company, or to any person who is or has been a Director or other officer of and holds or has held salaried employment in the Company or any such subsidiary, and the widow, family or dependants of any such person. The Directors may also subscribe to any association or fund which they consider to be for the benefit of the Company or any such subsidiary or any such person as aforesaid and make payments for or towards any hospital or scholastic expenses and any Director holding such salaried employment shall be entitled to retain any benefit received by him hereunder subject only, where the Act requires, to proper disclosure to the Members and the approval of the Company in general meeting.

#### Article 100

The Directors may exercise all the powers of the Company conferred by the Act in relation to any official seal for use outside Malaysia and in relation to branch registers.

#### Article 101

The Directors may from time to time by power of attorney under the Seal, appoint any corporation, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney/attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

### Article 102

All cheques, promissory notes, drafts, bilts of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be in such manner as the Directors may from time to time by resolution determine.

## Article 103

A Director shall at all times act honestly and use reasonable diligence in the discharge of the duties of his office and shall not make use of any information acquired by virtue of his position to gain directly or indirectly an improper advantage for himself or for any other person or to cause detriment to the Company.

#### Article 104

Every Director shall give notice to the Company of such events and matters relating to himself as may be necessary or expedient to enable the Company and its officers to comply with the requirements of the Act.

#### Article 105

Subject always to Sections 131, 132E, 132F and 132G of the Act and subject to the requirements of the Exchange, a Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established but the interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined, if the interest then exists or in any other case at the first meeting of the Directors after the acquisition of the interest.

# Article 106

Subject to these Articles, the Act and the requirements of the Exchange, any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director, provided that nothing herein contained shall authorise a Director or his firm to act as auditor of the Company and provided further that such shall be upon normal commercial terms.

#### 16.2.4 Changes in Capital or Variation of Class Rights

The provision in the Company's Articles of Association as to the changes in capital or variation of class rights, which are as stringent as those provided in the Act are as follows:-

#### Article 52

The Company may by ordinary resolution :-

- increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;
- consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (c) divide its share capital or any part thereof into shares of smaller amount than is fixed by the Memorandum of Association by subdivision of its existing shares or any of them subject nevertheless to the provisions of the Act and so that as between the resulting shares, one or more of such shares may, by the resolution by which such sub-division is effected, be given any preference or advantage as regards dividend, return of capital, voting or otherwise over the others or any other of such shares; and
- (d) cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

## Article 53

Subject to and in accordance with the provisions of the Act and the requirements of the Exchange and such other relevant law, regulation or guideline, the Company is allowed and shall have power, to the fullest extent permitted, to purchase its own shares or give financial assistance to any person for the purpose of acquiring shares in the Company. Any shares in the Company so purchased by the Company shall be dealt with as provided by the Act, the requirements of the Exchange and any other relevant authority.

#### Article 54

The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any authorization, and consent required by law.

#### 16.3 Directors, Promoters and Major Shareholders

- (i) The names, addresses and occupations of the Directors are set out in the "Corporate Information" of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) There are no existing or proposed service contracts between the Directors, key management or key technical personnel and the Group.
- (iv) Other than salary and employment related benefits paid/ payable to Directors, no amount or benefit has been paid or given within the two (2) years immediately preceding the date hereof, nor is it intended to be so paid or given, to any promoter. Details of Directors' remunerations are set out in Section 5.3.5 of this Prospectus.

(v) The Major Shareholders of Portrade and their respective direct and indirect interest in the Shares of the Company before and after the Public Issue are set out below:-

				efore Public Iss				fter Public Issu	
Major Shareholders	Country of incorporation/	< Direct Number of		< Indirec Number of		< Direct Number of		< Indirect Number of	
/ Promoters	Nationality	Shares	<u>%</u>	Shares	%	Shares	%	Shares	%
AP\$B	Malaysia	13,569,100	16.96	_	-	13,569,100	14.54	-	-
Ong Kuan Kuan	Malaysian	_	-	13,569,100 *	16.96	_	-	13,569,100 ª	14.54
Ong Lam Hoe	Malaysian	_	-	13,569,100 °	16.96	: -	-	13,569,100 *	14.54
PPSB	Malaysia	13,569,100	16.96	-	-	13,569,100	14.54	-	-
Law Kiu Ong	Malaysian	_	-	13,569,100 b	16.96	-	-	13,569,100 b	14.54
Cecilia Law Tiing Tiing	Malaysian	- -	-	13,569,100 b	16.96	<u>.</u>	-	13,569,100 5	14.54
Tan Tiong Liang @ Tan Chung Liang	Malaysian	13,569,110	16.96	-	-	13,569,110	14.54	-	-
Nobel Pang Paul Gen	Malaysian	13,569,110	16.96	-	-	13,569,110	14.54	-	-
Chua Boon Hua	Malaysian	11,278,940	14.10	-	-	11,278,940	12.09	-	-
Lau Hong Thiam	Malaysian	3,759,640	4.70	-	-	3,759,640	4.03	-	-
		69,315,000	86.64			69,315,000	74.28		

# Notes:

Cecilia Law Tiing Tiing is the daughter of Law Kiu Ong and Ong Lam Hoe is the brother of Ong Kuan Kuan

a Deemed interested by virtue of their Major Shareholding in APSB

b Deemed interested by virtue of their Major Shareholding in PPSB

(vi) The Directors of Portrade and their respective direct and indirect interests in the Shares of the Company before and after the Public Issue are set out below :-.

		Shareh	olding b	efore Public Iss	ue	Shareholding after Public Issue			
		< Direc Number of		< Indirec Number of		< Direct Number of		< Indirect Number of	
Directors	Position	Shares	%	Shares	%	Shares	%	Shares	%
Lawrence Lai Yew Son	Independent Non-Executive Chairman	-	-	-	-	-	-	•	-
Chua Boon Hua	Executive Director/ Chief Executive Officer	11,278,940	14.10	-	-	11,278,940	12.09	-	-
Nobel Pang Paul Gen	Executive Director/ Chief Marketing Officer	13,569,110	16.96	-	-	13,569,110	14.54	-	-
Lau Hong Thiam	Executive Director/ Chief Operating Officer	3,759,640	4.70	-	-	3,759,640	4.03	-	-
Tan Tiong Liang @ Tan Chung Liang	Non-Executive Director	13,569,110	16.96	-	-	13,569,110	14.54	-	-
Ong Lam Hoe	Non-Executive Director	· •	-	13,569,100 =	16.96	-	-	13,569,100 ª	14.54

		Shareh	Shareholding before Public Issue			Shareholding after Public Issue				
		< Direc Number of		< Indirec Number of		< Direct Number of		< Indirect Number of		
Directors	Position	Shares	<u>%</u>	Shares	%	Shares	% .	Shares	%	
Cecilia Law Tiing Tiing	Non-Executive Director	•	-	13,569,100 b	16.96	-	•	13,569,100 b	14.54	
Choong Pee Choy	Independent Non-Executive Director	*	~	-	-	-	-	-	-	
		42,176,800	52.72	-		42,176,800	45.20			

#### Notes:

- Deemed interested by virtue of his Major Shareholding in APSB
- b Deemed interested by virtue of her Major Shareholding in PPSB
- (vii) Save as disclosed in Section 11.2 of this Prospectus, none of the Directors or Major Shareholders of the Company have any interest, direct or indirect, in any business carrying on a similar trade as the Company, which is not quoted in a stock exchange.
- (viii) Save as disclosed in Section 11.1.1 and Section 11.1.2 of this Prospectus, none of the Directors of the Company has any interest, direct or indirect, in the promotion of, or in any assets which have been, within the two (2) years immediately preceding the date of this Prospectus, acquired or proposed to be acquired or disposed or leased to or proposed to be acquired or disposed of or leased to the Company or its subsidiaries.
- (ix) Save as disclosed in Section 11.1.2 of this Prospectus, there are no contracts or arrangement subsisting at the date of this Prospectus in which any Directors of the Company is interested and which is significant in relation to the business of the Company taken as a whole.
- (x) Save as disclosed in Section 3.1.3 of this Prospectus, the Directors and Major Shareholders are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the Company, its subsidiary and/or associated company.

# 16.4 General

- (i) The nature of the Company's business and the names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Act are disclosed in Section 4 of this Prospectus.
- (ii) The time of the opening of the Application Lists is set out in Section 17.1 of this Prospectus.
- (iii) The amount payable in full on application is RM0.30 per Share.
- (iv) Apart from the associated companies of the Company, PDCL and PPI as disclosed in Section 4.5.2 and 4.5.3 of this Prospectus, the Group has not established a place of business outside Malaysia.
- (v) Except as disclosed in Section 3 of this Prospectus, the Directors are not aware of any material information including trading factors or risks not mentioned elsewhere in this Prospectus which are unlikely to be known or anticipated by the general public and which would materially affect the profits of the Group.
- (vi) The name and address of the Auditors and Reporting Accountants of the Group are as set out in "Corporate Information" section of this Prospectus.
- (vii) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained is set out in Section 17.1 and 17.3 of this Prospectus.

### 16.5 Expenses And Commission

- (i) Save as disclosed in this Prospectus, there are no commission, discounts, brokerages or other special terms granted or paid or are payable by the Company within the two (2) years immediately preceding the date of this Prospectus for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares in or debentures of the or in connection with the issue or sale of any capital of the Company and no Director, proposed Director, promoter or expert is or are entitled to receive any such payment.
- (ii) Expenses incidental to the listing and quotation of the entire issued and paid-up share capital of the Company on the MESDAQ Market amounting to approximately RM950,000 will be borne by the Company.

# 16.6 Material Litigation

The Group has not engaged in any material litigation whether, as plaintiff or defendant, and the Board of Directors have no knowledge of any proceedings pending or threatened against the Group or of any facts likely to give rise to any proceedings which might materially and adversely affect the position or business of the Group.

#### 16.7 Material Agreements

Save as disclosed in Section 11.1.2 of this Prospectus and below, there are no other agreements which are or may be material which have been entered into by the Group within the two (2) years immediately preceding the date of this Prospectus:-

(i) Teaming Agreement dated 9 July 2001 between Unisys Philippines ("Unisys") and the Company to award the Company a sub-contract by Unisys arising from the request for proposal issued by the Philippines Port Authority ("PPA") for computerization of mission critical systems to improve the efficiency of the PPA's operations.

#### Relationship of the Parties

Unisys shall not propose in response to the RFP that any subcontractor other than Portrade shall furnish the subcontractor work identified in the SOW, without prior concurrence from Portrade;

Each party shall act as independent contractor and not as agent for, partner of, or joint venture with the other party hereto;

# **Termination**

Unless extended in writing by mutual agreement, this Agreement shall terminate upon the happening of any of the following events:-

- customer announcement of the award of the contract contemplated by the RFP to a bidder other than Unisys;
- Customer announcement of the cancellation of the RFP;
- Customer announcement that no contract will be awarded under the RFP;
- Award of a sub-contact by Unisys to Portrade;
- Receipt by Portrade of written notice from Unisys that it has decided not to pursue the procurement;
- Unisys reasonably believes that its has no chance of winning the procurement, making continuation impractical or uneconomical;
- Portrade's proposal, products or services are reasonably deemed by Unisys to be unresponsive to the RFP or not competitively priced
- Mutual agreement of the parties.

## Governing law

The law governing this agreement shall be the law of the Philippines.

(ii) Agreement dated 16 September 2002 between Portrade and Kuching Port Authority ("KPA) whereby Portrade is engaged to develop, provide and manage computerised port system for Kuching Port Authority based on fixed contract sum and monthly transaction fee. The implementation fee is to be settled via cash payment based on works done while the monthly transaction fee is payable on a monthly basis via cash.

# Time for completion

Portrade shall carry out and complete the enhancement and integration within a period of six (6) months from the date of the agreement.

### Terms and termination

This agreement shall continue to be valid and binding on the parties until terminated in accordance with the terms of this agreements.

Portrade shall be entitled to terminate this agreement in the following events :-

- (a) upon failure by KPA to pay in accordance to the terms of the agreement provided that Portrade shall have given to KPA thirty (30) days' prior notice to effect any outstanding payment and KPA remains in breach of its payment obligations despite receipt of the notice before such right to terminate can be exercised; or
- (b) in the event a receiving order is made against KPA or KPA is being dissolved by legislation.

KPA shall be entitled to terminate this agreement in the following manner or upon any of the following events:-

- (a) the services rendered herein or any part thereof is unsatisfactory provided that in such event KPA shall have given notice to Portrade specifying precisely the defects and giving Portrade thirty (30) days to remedy such defects and Portrade fails to remedy the defects despite such notice before such right to terminate can be exercised; or
- (b) in the event a receiving order or winding up order is made against Portrade;
- (c) in the event Portrade enters into a composition or arrangement with any of its creditors;
- (d) Portrade commits a breach of any of the provisions provided that in such event KPA shall have given notice to Portrade naming the breach and giving Portrade thirty (30) days to remedy such breach and Portrade fails to remedy such breach despite the notice before such right to terminate can be exercised;
- (e) by KPA giving ninety (90) days' prior notice in writing of its intention to terminate provided that this right can only be exercised after a period of six (6) years from the date of this agreement.

#### Confidentiality

Each of the parties undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussion leading up to or the entering into of this agreement or for the provision of the services save that which is:-

- (a) trivial or obvious;
- (b) already in its possession other than as a result of a breach of this clause; or
- (c) in the public domain other than as a result of a breach of this clause.

### <u>Assignment</u>

Neither party shall be entitled to assign this agreement nor all or any of their rights and obligations without the prior written consent of the other provided always that such consent shall not be unreasonably withheld.

Company No.: 517487-A

### 16. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (cont'd)

#### Governing law

This agreement shall be governed by and construed in accordance with Malaysian law and the parties agree to submit to the non-exclusive jurisdiction of the High Court of Sabah and Sarawak.

#### Relationship between the parties

Portrade shall for all purposes be deemed to be an independent contractor. Nothing in this agreement shall be construed as creating any partnership, joint venture or agency relationship between Portrade and KPA.

- (iii) Memorandum of Understanding dated July 2002 proposed for the purpose of the formation of the business Joint-Venture between Port Development General Company (Port Authority in Nansha, Guangzhou, China) and the Company who shall offer an application system known as the Integrated Port Management System ("IPMS") for the setting up of the IPMS for Nansha Port.
- (iv) Subcontract agreement dated 28 November 2002 between Portrade ("Subcontractor") and Unisys Australia Limited (Philippines Branch) ("Unisys") for the implementation of the Philippines Ports Authority ("Client") "MIS Authority Computerisation Project Implementation Phase" ("Project").

#### Performance bond

- (a) the Subcontractor will provide to Unisys within 10 days of the date of the execution of this agreement, a performance bond for the whole duration of the project; and
- (b) In addition to any other circumstances for collection of the performance bond, in the event of termination of the agreement for breach, the performance security—shall be forfeited in favour of, and becomes immediately payable to, and collectible by the Unisys. The life of the performance bond shall be at least co-terminus with the Project.

# Status of subcontractor

The Subcontractor shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of Unisys or to bind Unisys in any way whatsoever. Subcontractor shall not be construed as an employee of Unisys. The Subcontractor is engaged as an independent contractor of Unisys. Nothing in the agreement shall be deemed or construed to create a joint venture, partnership, agency or employee/ employer relationship between the parties for any purpose.

### <u>Termination</u>

If any of the conditions referred to in the Section on Suspension of Payments shall continue for a period of 30 days after receipt of the written notice of suspension of payment to the Subcontractor, Unisys may by written notice to the Subcontractor terminate the Agreement.

In any other events, Unisys may terminate the Agreement after 30 days from the delivery of written notice to the Subcontractor of termination of the Agreement. In the event of termination prior to completion, the Subcontractor shall prepare and submit to Unisys a detailed report setting forth progress to the date of termination within 14 working days.

In the event of termination of the Agreement by either parties and termination is not due to the non-performance of the Subcontractor, Unisys will remain liable to pay to the Subcontractor all outstanding fees, charges and any other sums that are due and owing to the Subcontractor up to the date of Termination of the Agreement in respect of the services accepted by the Client following receipt of payment from the client.

# Suspension of payments

Unisys may by written notice to the Subcontractor, suspend in whole or in part, payment to the Subcontractor under this Agreement if there is a default, failure or refusal on the part of the Subcontractor to perform its obligations under or comply with any provision of the Agreement, and such default, failure or refusal shall be continuing for thirty (30) days even after the Subcontractor shall have received a written notice from Unisys to rectify such default or failure.

Provided that should Unisys fail to pay without any justifiable reason any Subcontractor billing / invoice submitted in respect of the Services as specified in the Statement of Work, within 3 months from the date of submission of such billing / invoice, the Subcontractor upon written notice to Unisys may suspend the performance of the Services and such suspension shall not be construed as a default, failure or refusal on the part of the Subcontractor to perform its obligation or comply with any provision of this Agreement.

#### License

Subcontractor agrees to the granting of a perpetual, irrevocable royalty free license of all intellectual property of any kind in the deliverables or required to obtain the benefit of the services that is not transferred to Unisys under this agreement to Unisys and the Client in accordance with the Statement of Works. All title and any interest in copyrights, trademarks, trade secrets or other proprietary rights relating to the software under this agreement remain with the Subcontractor.

All Pre-Existing Materials incorporated into deliverables and Work-in-Progress shall be and remain the property of Subcontractor. All deliverables other than Pre-Existing Materials will become on creation the property of Unisys.

### Intellectual Property Indemnity

Subcontractor agrees to indemnify and hold harmless Unisys and its subsidiaries, affiliates, third parties, and end users from any claim, liability, damage, or expenses, for or on account if patent infringement, copyright infringement, misappropriation of trade secrets, or violation of other propriety rights in connection with or relating to the reproduction, use or other disposition of any item furnished by the Subcontractor under this agreement.

#### Indemnity and Insurance

Subcontractor indemnifies and holds harmless Unisys against any loss or liability incurred or suffered by Unisys arising from any claim, action or demand made or brought against by Unisys as a result of the actions of the Subcontractor and shall indemnify Unisys against any damage to person or property arising from any wilful, unlawful or negligent act or omission of the Subcontractor.

Subcontractor shall maintain worker's compensation insurance, employer's liability insurance upon its employees as required by law, and reasonable and customary comprehensive liability insurance for all operations necessary and incidental to the Subcontractor's performance.

# Subcontractors Warranties

The Subcontractor warrants that the items supplied shall comply with the provisions for the period set out in the Prime Contract and as detailed in the Agreement.

### Limitation of Liability

Except with respect to the Subcontractor, indemnities for intellectual property infringement and any amounts payable by Unisys to the Client as a result of successful claims arising from the fault of the Subcontractor, the entire liability of the Subcontractor shall be limited to the total Subcontract price.

#### 16.8 Material Contracts

Save as disclosed in Section 4.3 and 11.1.1 of this Prospectus and hereunder, there are no other contracts which are or may be material (not being contracts entered into in the ordinary course of business) which have been entered into by the Group within the two (2) years immediately preceding the date of this Prospectus:-

(i) Hire-Purchase Agreement dated 10 October 2001 between Portrade and AmFinance Berhad for a loan facility amounting to RM105,000 to facilitate the purchase of a vehicle, Toyota Corolla Altis 1.8(A) bearing registration number WJN2974 to be settled via 41 monthly instalments of RM2,999 and a final instalment of RM2,996;

- (ii) Assignment of copyright dated 17 December 2001 between Portrade and MSB whereby MSB assigns and transfers to Portrade all its rights, title and interest in and to the copyright in the Port Systems for CTS, VSS and SAS and any registrations and copyright application relating thereto;
- (iii) Joint Venture Agreement dated 15 January 2002 between Portrade and Khun Chunchard & Kakanand for the formation of a joint venture company in Thailand, namely PDCL for the purpose of providing IT related products and services in the maritime port, shipping and logistic industry for Thailand. Under the term of the Joint Venture Agreement, the ordinary share capital of PDCL will be held in the proportion of Portrade or its nominated party (49%), Khun Chunchard & Kakanand (20%) and other local shareholders (31%);
- (iv) Underwriting Agreement dated 20 December 2002 entered into between Portrade and AmMerchant for the underwriting of 4,150,000 Shares in Portrade for a management fee of 1% and an underwriting commission of 2% of the Public Issue Price of RM0.30 per Share to be settled via cash payment; and
- (v) Placement Agreement dated 20 December 2002 entered into between Portrade and AmMerchant for the placement of up to 12,000,000 Shares in Portrade for a placement fee of 2% of the Public Issue Price of RM0.30 per Share to be settled via cash payment.

### 16.9 Insurance Policies

Portrade has purchased the following insurance policies :-

- (i) A Group Term Life Insurance policy from Prudential Assurance Malaysia Berhad covering all employees against risks of death and / or permanent disablement. The sum assured is RM100,000 for each management staff and RM50,000 for each Engineer. The policy is effective from 24 August 2001 and is subject to annual renewal;
- (ii) An Accidental Death and Disablement policy from Prudential Assurance Malaysia Berhad covering all employees against risks of accidental death and / or disablement. The sum assured is RM100,000 for management staff and RM50,000 for each Engineer. The policy is effective from 24 August 2001 and is subject to annual renewal;
- (iii) A Critical Cover Benefits policy from Prudential Assurance Malaysia Berhad covering all employees against risks of critical illness for a total sum assured of RM50,000 for each management staff and RM25,000 for each Engineer. The policy is effective from 24 August 2001 and is subject to annual renewal;
- (iv) A Group Hospital and Surgical policy from Prudential Assurance Malaysia Berhad for a total sum assured of RM50,000 for each management staff and RM30,000 for each Engineer. The policy is effective from 24 August 2001 and is subject to annual renewal;
- (v) An Accidental loss/ damage policy from Aviva Insurance Berhad for a total sum assured of RM406,414 on hardware and accessories and RM500,000 on computers software and system records. The policy is effective from 20 December 2001 and is subject to annual renewal;
- (vi) A fire insurance policy from Aviva Insurance Berhad for a sum assured of RM255,239 on furniture, fixtures, fittings and renovations, RM442,206 on office equipment, including computers and other contents and RM500,000 on software against fire and lightning, storm tempest, flood, explosion, riot, strike and malicious damage. The policy is effective from 20 December 2001 and is subject to annual renewal;
- (vii) A Public Liability Insurance policy from Aviva Insurance Berhad on the company's premise located at F07, 1st floor, 2300 Century Square, Jalan Usahawan, Cyberjaya, Selangor with a limit of liability of RM500,000. The policy is effective from 20 December 2001 and is subject to annual renewal; and
- (viii) An Employees liability insurance policy from Aviva Insurance Berhad with limit of liability of RM10,000,000. The policy is effective from 20 December 2001 and is subject to annual renewal.

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## 16. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (cont'd)

#### 16.10 Public Take-Overs

During the last financial year and the current financial year, there were:-

- (i) No public take-over offers by third parties in respect of the Company's shares.
- (ii) No public take-over offers by the Company in respect of other companies' shares.

#### 16.11 Consents

- (i) The written consents of the Adviser, Sponsor, Managing Underwriter, Underwriter, Placement Agent, Principal Bankers, Registrars, Company Secretary and Issuing House to the inclusion in this Prospectus of their names in the form and context in which their names appear have been given before the issue of this prospectus and have not subsequently been withdrawn.
- (ii) The written consents of the Solicitors to the inclusion in this Prospectus of its name and extracts of its legal opinions on Section 132G and Section 132E of the Act in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report, and their letter relating to the Proforma Consolidated Balance Sheet as at 30 June 2002 in the form and context in which they are contained in this prospectus have been given before the issue of this Prospectus and has not subsequently been withdrawn.

#### 16.12 Documents for Inspection

Copies of the following documents may be inspected at the registered office of the Company during office hours for a period of twelve (12) months from the date of this Prospectus:-

- (i) Memorandum and Articles of Association of the Company;
- (ii) The Directors' Report and Accountants' Report as included herein;
- (iii) The Reporting Accountants' letter relating to proforma consolidated balance sheet as at 30 June 2002 as included herein;
- (iv) The Solicitors' letters relating to its opinions on Section 132G and Section 132E of the Act;
- (v) The material contracts and agreements referred to in Section 4.3, 11.1.1, 11.1.2, 16.7 and 16.8 of this Prospectus;
- (vi) The letters of consent referred to in Section 16.11 of this Prospectus;
- (vii) Audited accounts of Portrade for the financial period ended 30 June 2001 and the audited accounts for the financial year ended 30 June 2002 and management accounts for the four (4) months ended 31 October 2002; and
- (viii) Audited accounts of TSSB for past four (4) financial years ended 31 December 2000, the six (6) months period ended 30 June 2001 and the financial year ended 30 June 2002 and management accounts for the four (4) months ended 31 October 2002.

#### 16.13 Responsibility

- (i) AmMerchant Bank acknowledges that, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Public Issue and the Group;
- (ii) This Prospectus has been seen and approved by the Directors of the Company and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no other material facts the omission of which would make any statement herein misleading.

### 17.1 Opening and Closing of Application List

The Application List for the Public Issue will open at 10.00 a.m. on 10 January 2003 and will remain open until 8.00 p.m. on the same day or for such further period or periods as the Directors of Portrade in their discretion may decide, in consultation with the Managing Underwriter. Late applications will not be accepted.

COPIES OF THE PLACEMENT APPLICATION FORMS TOGETHER WITH THIS PROSPECTUS MAY BE OBTAINED, SUBJECT TO AVAILABILITY, FROM THE PLACEMENT AGENT.

### 17.2 Trading of Shares Listed on MESDAQ Market

Under KLSE's trading rules, effective from the date of listing, trading in all securities listed on the MESDAQ Market can only be executed through an ADA.

#### 17.3 Procedures for Public Issue

The Public Issue will be made by way of private placement and public offer. The breakdown of the Public Issue is shown below: -

	No. of Shares to be allocated ('000)
By way of Private Placement	
- Individuals, companies and institutions	12,000
By way of public offer	
- Eligible employees of Portrade and TSSB	1,300
Total	13,300

The Private Placement procedures are as follows: -

- (a) The potential investors will be pre-identified by the Placement Agent/ Company.
- (b) The Placement Agent will, on the opening of the Application List, send out this Prospectus to this group of pre-identified potential investors together with the Placement Application Forms.
- (c) Upon the closing of the Application List, in the event of under-subscription for the Public Issue Shares in the public offer tranche, Shares may be transferred from the public offer tranche and allocated by way of private placement.
- (d) AN APPLICANT MAY ONLY SUBMIT ONE (1) PLACEMENT APPLICATION FORM UNDER THE PRIVATE PLACEMENT TRANCHE. MULTIPLE APPLICATIONS MADE UNDER THE PRIVATE PLACEMENT TRANCHE SHALL BE REJECTED.

### 17.4 Procedure for Application and Acceptance

The Placement Application Form for the Private Placement is enclosed with this Prospectus in accordance with Section 41(2) of the Securities Commission Act, 1993. Each application for the Private Placement Shares must be for 100 Shares or multiples thereof and made on the Placement Application Form issued together with this Prospectus and must be completed in accordance with the Notes and Instructions printed on the Application Form. The Placement Application Form together with the Notes and Instructions printed thereon shall constitute an integral part of this Prospectus.

ALL APPLICANTS ARE ADVISED TO READ THE PLACEMENT APPLICATION FORM AND THE NOTES AND INSTRUCTIONS THEREIN CAREFULLY.

The applicant must return the completed Placement Application Form and accompanying remittance to the Placement Agent by ordinary post or delivered by hand before the closing of the Application List on 10 January 2003, at the following address: -

AmMerchant Bank Berhad Corporate Finance Department 21st Floor, Bangunan AmBank Group 55 Jalan Raja Chulan 50200 Kuala Lumpur

so as to arrive not later than **8.00 p.m.** on 10 January 2003 or such further time or times as the Directors of the Company in their discretion may decide, in consultation with the Managing Underwriter. Late applications will not be accepted.

EACH COMPLETED PLACEMENT APPLICATION FORM MUST BE ACCOMPANIED BY A REMITTANCE FOR THE FULL AMOUNT IN RINGGIT MALAYSIA BY A BANKER'S DRAFT OR CASHIER'S ORDER PURCHASED WITHIN MALAYSIA ONLY AND MUST BE MADE OUT IN FAVOUR OF "AMMERCHANT CF PORTRADE IPO ACCOUNT" AND CROSSED "A/C PAYEE ONLY". DETAILS OF REMITTANCE MUST BE COMPLETED IN THE APPROPRIATE BOXES PROVIDED ON THE PLACEMENT APPLICATION FORM. THE NAME AND ADDRESS OF THE APPLICANT (AS EXACTLY STATED ON THE PLACEMENT APPLICATION FORM) MUST BE WRITTEN ON THE REVERSE SIDE OF THE BANKER'S DRAFT OR CASHIER'S ORDER.

AN APPLICANT SHOULD STATE HIS CDS ACCOUNT NUMBER IN THE SPACE PROVIDED IN THE PLACEMENT APPLICATION FORM IF HE PRESENTLY HAS SUCH AN ACCOUNT AND HE SHALL BE DEEMED TO HAVE AUTHORISED MCD TO DISCLOSE INFORMATION PERTAINING TO THE CDS ACCOUNT TO THE ISSUING HOUSE/COMPANY. WHERE AN APPLICANT DOES NOT PRESENTLY HAVE A CDS ACCOUNT, HE SHOULD STATE IN HIS PLACEMENT APPLICATION FORM HIS PREFERRED ADA CODE.

All applications received and not rejected during the opening period until 8.00 p.m. on 10 January 2003 shall not be construed as acceptance nor shall it constitute any Shares being allotted to the applicant. Applications shall not be deemed to have been accepted by reason of the remittance being presented for payment.

ALL APPLICANTS MUST GIVE THEIR:-

- (A) EXACT FULL NAME (AS PER THE IDENTITY CARD OR PASSPORT OR "RESIT PENGENALAN SEMENTARA (JPN 1/9)") IN THE CASE OF INDIVIDUAL APPLICANTS, OR AS PER THE CERTIFICATE OF INCORPORATION IN THE CASE OF CORPORATE AND INSTITUTIONAL APPLICANTS; AND
- (B) ADDRESS (AS PER THE IDENTITY CARD OR "RESIT PENGENALAN SEMENTARA (JPN 1/9)" OR "CHANGE OF ADDRESS CARD" OR "RESIT PENUKARAN KAD PENGENALAN (JPN 1/22)") IN THE CASE OF INDIVIDUAL APPLICANTS, EXCEPT FOR ARMED FORCES AND POLICE PERSONNEL, OR THE REGISTERED ADDRESS IN THE CASE OF CORPORATE AND INSTITUTIONAL APPLICANTS. ARMED FORCES AND POLICE PERSONNEL MUST USE THE ADDRESS OF THEIR CAMP/BASE/STATION.

APPLICATIONS BY INDIVIDUALS MUST BE ACCOMPANIED BY A LEGIBLE PHOTOCOPY OF THEIR IDENTITY CARD (TOGETHER WITH THE CHANGE OF ADDRESS CARD OR "RESIT PENUKARAN KAD PENGENALAN (JPN 1/22)" WHERE APPLICABLE) OR "RESIT PENGENALAN SEMENTARA (JPN 1/9)" ISSUED UNDER THE NATIONAL REGISTRATION ACT 1959, OR IDENTITY CARD ISSUED UNDER THE WRITTEN LAWS OF MALAYSIA IN THE CASE OF ARMED FORCES AND POLICE PERSONNEL.

APPLICATIONS BY CORPORATIONS AND INSTITUTIONS MUST BE ACCOMPANIED BY A LEGIBLE PHOTOCOPY OF THEIR CERTIFICATE OF INCORPORATION OR EQUIVALENT DOCUMENT AS PROOF OF THEIR CONSTITUTION.

FOREIGN INDIVIDUALS AND CORPORATIONS MUST ATTACH A LEGIBLE PHOTOCOPY OF THEIR PASSPORT OR CERTIFICATE OF INCORPORATION OR EQUIVALENT DOCUMENT PROVING THEIR CONSTITUTION. THEY MUST ALSO PROVIDE THEIR CORRESPONDENCE ADDRESS IN MALAYSIA.

THE AMOUNT PAYABLE IN FULL UPON APPLICATION IS RM0.30 PER SHARE. APPLICATIONS ACCOMPANIED BY ANY MODE OF PAYMENT OTHER THAN THOSE AFORESAID OR WITH EXCESS OR INSUFFICIENT REMITTANCES OR INAPPROPRIATE BANKER'S DRAFT OR CASHIER'S ORDER WILL NOT BE ACCEPTED. DETAILS OF REMITTANCE MUST BE COMPLETED IN THE APPROPRIATE BOXES PROVIDED ON THE PLACEMENT APPLICATION FORMS.

NO ACKNOWLEDGMENT OF THE RECEIPT OF PLACEMENT APPLICATION FORMS OR APPLICATION MONIES WILL BE MADE BY THE DIRECTORS OF THE COMPANY, THE PLACEMENT AGENT OR THE ISSUING HOUSE.

ONCE THE PLACEMENT APPLICATION FORM AND PAYMENT HAVE BEEN RECEIVED BY THE PLACEMENT AGENT OR ISSUING HOUSE. THEY CANNOT SUBSEQUENTLY BE WITHDRAWN.

THE ACCEPTANCE OF THE PLACEMENT APPLICATION FORM SHALL BE AT THE DISCRETION OF THE PLACEMENT AGENT AND THE DIRECTORS OF THE COMPANY.

THE PLACEMENT AGENT AND THE DIRECTORS OF THE COMPANY RESERVE THE RIGHT NOT TO ACCEPT ANY APPLICATION OR TO ACCEPT ANY APPLICATION IN PART ONLY WITHOUT ASSIGNING ANY REASON THEREFOR.

WHERE AN APPLICATION IS REJECTED OR ACCEPTED IN PART ONLY, THE FULL AMOUNT OR THE BALANCE OF THE APPLICATION MONIES, AS THE CASE MAY BE, WILL BE REFUNDED WITHOUT INTEREST AND DESPATCHED TO THE APPLICANT WITHIN 21 DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION LIST AT THE ADDRESS SHOWN ON THE PLACEMENT APPLICATION FORM AT THE APPLICANT'S OWN RISK.

THE PLACEMENT AGENT AND THE ISSUING HOUSE RESERVE THE RIGHT TO BANK IN ALL APPLICATION MONIES FROM UNSUCCESSFUL APPLICANTS WHICH WILL BE SUBSEQUENTLY REFUNDED WITHOUT INTEREST AND DESPATCHED BY REGISTERED POST TO THE APPLICANT WITHIN 21 DAYS FROM THE DATE OF ALLOTMENT OF THE PUBLIC ISSUE SHARES AT THE ADDRESS SHOWN ON THE PLACEMENT APPLICATION FORM AT THE APPLICANT'S OWN RISK.

# 17.5 CDS Accounts

Pursuant to Section 29 of the Securities Industry (Central Depositories) Act, 1991, all dealings in the Shares will be by book entries through CDS Accounts. No share certificates will be issued to successful applicants.

An applicant should state his CDS Account number in the space provided in the Placement Application Form if he presently has such an account. Where an applicant does not presently have a CDS Account, he should state in the Placement Application Form his preferred ADA Code. A list of the ADA Codes is set out in the section "17.8 List of Authorised Depository Agents" of this Prospectus. Where an applicant already has a CDS Account, he **should not** complete the preferred ADA Code.

If a successful applicant fails to state either his CDS Account number or his preferred ADA code, the Directors of the Company or the Placement Agent may exercise their discretion to instruct the Issuing House to insert a preferred ADA Code on the Placement Application Form and further instruct MCD to open a CDS Account on the applicant's behalf with the specified ADA and credit the Shares allotted to the applicant into the applicant's CDS Account.

Where an applicant already has a CDS account, his completion of the Placement Application Form includes his authority for MCD to disclose information pertaining to the CDS account to the Issuing House/Company.

Failure to comply with these specific instructions or any inaccuracy in the CDS Account number or the preferred ADA Code may result in the application being rejected. The Directors of the Company or the Placement Agent reserve the right to reject any incomplete or inaccurate application.

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### 17.6 Notice of Allotment

Shares allotted to all successful applicants will be credited to their respective CDS Accounts. A notice of allotment will be despatched by ordinary post to the successful applicants at their addresses shown in the Placement Application Form where the applicants do not presently have a CDS account or to the applicant's address last maintained with the MCD where the applicants have existing CDS accounts at the applicants' own risk within 30 days after the final ballot of the application. This is the only acknowledgment of acceptance of the application.

# 17.7 Formalising of CDS Accounts

Successful applicants whose CDS Accounts have been opened by MCD at their preferred ADA are required to formally open their accounts by submitting to the ADA the necessary documents and the account opening fee. No transaction of Shares credited to the account can be effected until the account has been formally opened.

# 17.8 List of Authorised Depository Agents

Name	Address and Telephone Number	Broker Code
Kuala Lumpur		
AFFIN-UOB SECURITIES SDN BHD	Level 3, Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel No: 03-21438668	028-001
AmSECURITIES SDN BHD (formerly known as Arab-Malaysian Securities Sdn Bhd) (Kuala Lumpur Branch)	15th Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20782788	086-001
AVENUE SECURITIES SDN BHD (formerly known as Allied Avenue Assets Securities Sdn Bhd) (Kuala Lumpur Branch)	Ground Floor & Level 1 THB Satu, Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel No: 03-20951111	052-001
BBMB SECURITIES SDN BHD	Level 2, 3, 4 & 15 Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20319900	099-001
BIMB SECURITIES SDN BHD	1st & 2nd Floor, Podium Block Bangunan AMDB 1, Jalan Lumut 50400 Kuala Lumpur Tel No: 03-40433533	024-001
CIMB SECURITIES SDN BHD (Kuala Lumpur Branch)	9 <sup>th</sup> Floor, Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel No: 03-20849999	065-001
HLG SECURITIES SDN BHD	Level 5, Wisma Kia Peng No.3, Jalan Kia Peng 50450 Kuała Lumpur Tel No: 03-21681168	066-001

Name	Address and Telephone Number	Broker Code
HWANG-DBS SECURITIES BERHAD (Taman Tun Dr. Ismail Branch)	2 <sup>nd</sup> Floor, Bangunan AHP 2, Jalan Tun Mohd Fuad 3 Taman Tun Dr Ismail 60000 Kuala Lumpur Tel No: 03-77106688	068-009
HWANG-DBS SECURITIES BERHAD (Cheras Branch)	Nos. 34-5, 36-5, 38-5, 40-5, 42-5 & 44-5 5th Floor, Cheras Commercial Centre Jalan 5/101C Off Jalan Kaskas, 5th Mile Cheras 56100 Kuala Lumpur Tel No : 03-91303399	068-012
INTER-PACIFIC SECURITIES SDN BHD	Level 7, Shahzan Insas Tower 30, Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-21441888	054-001
JUPITER SECURITIES SDN BHD	7 <sup>th</sup> -9 <sup>th</sup> Floor, Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20341888	055-001
K & N KENANGA BHD (Kuala Lumpur Branch)	8 <sup>th</sup> Floor, Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel No: 03-21649080	073-001
KAF-SEAGROATT & CAMPBELL SECURITIES SDN BHD	30 <sup>th</sup> Floor, The Weld Tower 76, Jalan Raja Chulan 50200 Kuala Lumpur Tel No: 03-20201600	053-001
KUALA LUMPUR CITY SECURITIES SDN BHD (Kuala Lumpur Branch)	8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel No: 03-21667922	076-001
LEONG & COMPANY SDN BHD	Level 18, Wisma Cyclecarri 288, Jalan Raja Laut 50350 Kuala Lumpur Tel No: 03-26928899	061-001
M & A SECURITIES SDN BHD (Kuala Lumpur Branch)	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkaran Syed Putra 59200 Kuala Lumpur Tel No: 03-22821820	057-002
MAYBAN SECURITIES SDN BHD (Kuala Lumpur Branch)	Level 5-13, MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel No: 03-22978888	098-001
MIDF SISMA SECURITIES SDN BHD	17 <sup>th</sup> & 18 <sup>th</sup> Floor, Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-21668888	026-001
OSK SECURITIES BERHAD (Kuala Lumpur Branch)	10 <sup>th</sup> Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel No: 03-21624388	056-001

Name	Address and Telephone Number	Broker Code
PB SECURITIES SDN BHD	27 <sup>th</sup> Floor, Bangunan Public Bank 6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No: 03-20313011	051-001
PM SECURITIES SDN BHD (Kuala Lumpur Branch)	Ground & 1 <sup>st</sup> Floor, MUI Plaza Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-21463000	064-001
RHB SECURITIES SDN BHD	Level 9, Tower One RHB Centre, Jalan Tun Razak 50400 Kuala Lumpur Tel No: 03-92852233	087-001
SIME SECURITIES SON BHD	21 <sup>st</sup> Floor, Bangunan SIME Bank 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No : 03-22749288	097-001
TA SECURITIES BERHAD	TA One Tower 22, Jalan P.Ramlee 50250 Kuala Lumpur Tel No: 03-20721277	074-001
Selangor Darul Ehsan		
AFFIN-OUB SECURITIES SDN BHD	2 <sup>nd</sup> , 3 <sup>rd</sup> & 4 <sup>th</sup> Floors Wisma Amsteef Securities 1, Lintang Pekan Baru, Off Jalan Meru 41050 Klang, Selangor Darul Ehsan Tel No: 03-33439999	028-002
HWANG-DBS SECURITIES BERHAD (Shah Alam Branch)	16 <sup>th</sup> , 18 <sup>th</sup> -20 <sup>th</sup> Floor, Plaza Masalam 2, Jalan Tengku Ampuan Zabedah E9/E, Section 9 40100 Shah Alam Selangor Darul Ehsan Tel No. 03-55133288	068-002
HWANG-DBS SECURITIES BERHAD (Subang Jaya Branch)	East Wing & Centre Link Floor 3A, Wisma Consplant 2 No.7, Jalan SS16/1 47500 Subang Jaya Selangor Darul Ehsan Tel No:03-56356688	068-010
JF APEX SECURITIES BERHAD (formerly known as Apex Securities Sdn Bhd) (Kajang Branch)	3 <sup>rd</sup> Floor, Wisma Apex 145A-C, Jalan Bukit 43000 Kajang Selangor Darul Ehsan Tel No: 03-87361118	079-001
JF APEX SECURITIES BERHAD (Petaling Jaya Branch)	15 <sup>th</sup> & 16 <sup>th</sup> Floor Menara Choy Fook On 1B, Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Darul Ehsan Tel No. 03-76201118	079-002

Name	Address and Telephone Number	Broker Code
K & N KENANGA BHD (Petaling Jaya Branch)	13 <sup>th</sup> Floor, Menara Yayasan Selangor 18A, Jalan Persiaran Barat Off Jalan Timur 46000 Petaling Jaya Selangor Darul Ehsan Tel No: 03-79562169	073-005
K & N KENANGA BHD (Subang Jaya Branch)	1 <sup>st</sup> Floor, Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Darul Ehsan Tel No: 03-80241682	073-006
K & N KENANGA BHD (Klang Branch)	Room 7.02, Level 7, Menara ING Intan Millenium Square 68, Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Daruf Ehsan Tel No: 03-30057001	073-007
MOHAIYANI SECURITIES SDN BHD	1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor Plaza Damansara Utama 2 Jaian SS 21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel No: 03-77297345	095-001
OSK SECURITIES BERHAD (Petaling Jaya Branch)	24, 24M, 26M, 28M & 28A Jalan SS 2/63 47300 Petaling Jaya Selangor Darul Ehsan Teł No: 03-78736366	056-011
PM SECURITIES SDN BHD (Puchong Branch)	No. 157 & 159 Jalan Kenari 23/A Bandar Puchong Jaya 47100 Puchong Selangor Darul Ehsan Tel No: 03-80700773	064-003
PM SECURITIES SON BHD (Klang Branch)	No. 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Darul Ehsan Tel No: 03-33415300	064-007
SJ SECURITIES SON BHD	Leveł 3, Holiday Villa 9, Jalan SS 12/1 Subang Jaya 47500 Petaling Jaya Selangor Darul Ehsan Tel No: 03-56340202	096-001
Melaka		
MALACCA SECURITIES SDN BHD	No. 1, 3 & 5, Jalan PPM 9 Plaza Pandan Malim (Business Park) Balai Panjang P O Box 248 75250 Melaka Tel No: 06-3371533	012-001

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD (Melaka Branch)	579, 580-581A&B Taman Melaka Raya 75000 Melaka Tel No: 06-2825211	056-003
PM SECURITIES SDN BHD (Melaka Branch)	No. 11 & 13, Jalan PM2 Plaza Mahkota 75000 Melaka Tel No: 06-2866008	064-006
STRAITS SECURITIES SDN BHD	Lot 9 & 10, 1 <sup>st</sup> Floor Bangunan Tabung Haji Jalan Bandar Kaba 75000 Melaka Tel No: 06-2833622	011-001
Perak Darul Ridzuan		
AVENUE SECURITIES SDN BHD (lpoh Branch)	No. 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2422828	052-002
BOTLY SECURITIES SDN BHD	1 <sup>st</sup> Floor, Pfaza Teh Teng Seng 227, Jalan Kampar 30250 Ipoh Perak Darul Ridzuan Tel No: 05-2531313	058-001
HWANG-DBS SECURITIES BERHAD (Taiping Branch)	21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No: 05-8060888	068-003
KUALA LUMPUR CITY SECURITIES SDN BHD <i>(Sitiawan Branch)</i>	No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No: 05-6910910	076-008
M & A SECURITIES SDN BHD (formerly known as Perak Traders & Co Sdn Bhd) (lpoh Branch)	M & A Building 52A, Jalan Sultan Idris Shah 30000 (poh Perak Darul Ridzuan Tel No: 05-2419800	057-001
MAYBAN SECURITIES SDN BHD (lpoh Branch)	55, 57 & 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2558233	098-002
OSK SECURITIES BERHAD (lpoh Branch)	21-25, Jalan Seenivasagam 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2415100	056-002
OSK SECURITIES BERHAD (Teluk Intan Branch)	17G, Jalan Intan 2 Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel No: 05-6236498	056-014

Name	Address and Telephone Number	Broker Code
OSK SECURITIES BERHAD (Sitiawan Branch)	No. 23 & 25, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel No:05-6921228	056-016
SBB SECURITIES SDN BHD	51-53, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No: 05-2530888	090-001
<u>Pulau Pinang</u>		
AA ANTHONY SECURITIES SDN BHD (Penang Branch)	41-1-1 & 41-2-1 Jalan Cantonment 10250 Pulau Pinang Tel No: 04-2299318	078-002
AVENUE SECURITIES SON BHD (Penang Branch)	111, Jalan Macalister 10400 Pulau Pinang Tel No: 04-2281868	052-003
HWANG-DBS SECURITIES BERHAD (Penang Branch)	Level 2, 3, 4, 7 & 8 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No: 04-2636996	068-001
HWANG-DBS SECURITIES BERHAD (Bukit Mertajam Branch)	Ground, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor 1620 & 1621, Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5372882	068-006
MERCURY SECURITIES SDN BHD	Ground, 1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth, Seberang Prai Pulau Pinang Tel No: 04-3322123	093-001
OSK SECURITIES BERHAD (Penang Branch)	64, Bishop Street 20F & 20G, Penang Street 10200 Pulau Pinang Tel No: 04-2634222	056-004
OSK SECURITIES BERHAD (Butterworth Branch)	Level 19, Menara NB 5050, Jalan Bagan Luar 12000 Butterworth Pulau Pinang Tel No: 04-3322299	056-005
OSK SECURITIES BERHAD (Bukit Mertajam Branch)	11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel No: 04-5375687	056-015
PM SECURITIES SDN BHD (Penang Branch)	Level 25, Menara BHL 51, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2273000	064-004

Name	Address and Telephone Number	Broker Code
SMITH ZAIN SECURITIES SDN BHD	7 <sup>th</sup> & 8 <sup>th</sup> Floors, PSCI Tower 39, Jaian Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2283355	016-001
THONG & KAY HIAN SECURITIES SON BHD	Level 5 & 6, Wisma Sri Pinang 60 Green Hall 10200 Pulau Pinang Tel No:04-2635481	070-001
UT SECURITIES SON BHD	6 <sup>th</sup> , 10 <sup>th</sup> & 12 <sup>th</sup> Floor Bangunan Mayban Trust 3, Penang Street 10200 Pulau Pinang Tel No: 04-2626644	059-001
Kedah Darul Aman		
KUALA LUMPUR CITY SECURITIES SDN BHD (Alor Setar Branch)	2 <sup>nd</sup> Floor, Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel No: 04-7317088	076-004
HWANG-DBS SECURITIES BERHAD (Sungai Petani Branch)	No. 70 A, B, C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel No: 04-4256666	068-011
OSK SECURITIES BERHAD (Sungai Petani Branch)	No.1, Jalan Pahlawan 08000 Sungai Petan <del>i</del> Kedah Darul Aman Tel No: 04-4235122	056-017
Perlis Indra Kayangan		
KUALA LUMPUR CITY SECURITIES SDN BHD <i>(Kangar Branch)</i>	2 <sup>nd</sup> Floor, Podium Block Bangunan KWSP 01000 Kangar Perlis Indra Kayangan Tel No: 04-9765200	076-003
Negeri Sembilan Darul Khusus		
HWANG-DBS SECURITIES BERHAD (Seremban Branch)	Ground & 1 <sup>st</sup> Floor 105, 107 & 109, Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darut Khusus Tel No: 06-7612288	068-007
HWANG-DBS SECURITIES BERHAD (Bahau Branch)	No. 6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel No: 06-4553188	068-013
PM SECURITIES SDN BHD (Seremban Branch)	1 <sup>st</sup> , 2 <sup>nd</sup> and 3 <sup>rd</sup> Floors 19-21 Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel No: 06-7623131	064-002

Name	Address and Telephone Number	Broker Code
Johor Darul Takzim		
A.A. ANTHONY SECURITIES SDN BHD (Johor Bahru Branch)	Suite 8.2, Level 8 Menara Sarawak Enterprise No. 5, Jalan Bukit Meldrum 80300 Johor Bahru Johor Darul Takzim Tel No: 07-3332000	078-001
AmSECURITIES SDN BHD (formerly known as Arab-Malaysian Securities Sdn Bhd) (Batu Pahat Branch)	2 <sup>nd</sup> Floor, Penggaram Complex 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4342282	086-002
AVENUE SECURITIES SDN BHD (formerly known as Kestrel Securities Sdn Bhd) (Muar Branch)	57, 59 & 61, Jalan Ali 84000 Muar, Johor Darul Takzim Tel No: 06-9532222	052-004
ENG SECURITIES SDN BHD	95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel No : 07-2231211	081-001
HWANG-DBS SECURITIES BERHAD (Johor Bahru Branch)	Level 7, Johor Bahru City Square (Office Tower) 106-108, Jalan Wong Ah Fook 80000 Johor Bahru Johor Daruł Takzim Tel No: 07-2222692	068-004
K & N KENANGA BHD (formerly known as Peninsula Securities Sdn Bhd) (Johor Bahru Branch)	Level 2, Menara Pelangi Jalan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-3333600	073-004
K & N KENANGA BHD (Muar Branch)	No 31, Lorong Dato' Ahmad Jalan Khalidi, 84000 Muar Johor Darul Takzim Tel No: 06-9542711	073-008
K & N KENANGA BHD (Segamat Branch)	No. 34 Jalan Genuang 85000 Segamat Johor Darul Takzim Tel No: 07-9333515	073-009
KUALA LUMPUR CITY SECURITIES SDN BHD (Kluang Branch)	46 & 48, Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel No: 07-7717922	076-006
OSK SECURITIES BERHAD (Johor Bahru Branch)	Unit 27-01 to 27-08 Level 27, Menara Landmark No. 12, Jalan Ngee Heng 80000 Johor Bahru Johor Darul Takzim Tel No: 07-2212233	056-006
OSK SECURITIES BERHAD (Batu Pahat Branch)	53, 53-A & 53-B Jalan Sultanah, 83000 Batu Pahat Johor Darul Takzim Tel No: 07-4380288	056-009

Name	Address and Telephone Number	Broker Code
PM SECURITIES SDN BHD (Johor Bahru Branch)	Suite 5.1, Level 5, Menara Pelangi Jałan Kuning, Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel No: 07-2781813	064-005
Pahang Darul Makmur		
KUALA LUMPUR CITY SECURITIES SDN BHD (Kuantan Branch)	A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel No: 09-5660800	076-002
OSK SECURITIES BERHAD (Kuantan Branch)	A-27 & A-29, Lorong Tun Ismail 9 Seri Dagangan Kuantan, Business Centre 25000 Kuantan Pahang Darul Makmur Tel No: 09-5163811	056-007
Terengganu Darul Iman		
FA SECURITIES SDN BHD	No. 51 & 51A Ground, Mezzanine & 1 <sup>st</sup> Floor Jalan Tok Lam 20100 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6238128	021-001
PTB SECURITIES SDN BHD	1 <sup>st</sup> , 2 <sup>nd</sup> & 3 <sup>rd</sup> Floors 61, Jalan Sultan Ismail P.O. Box 151, Pejabat Pos Besar 20700 Kuala Terengganu Terengganu Darul Iman Tel No: 09-6235546	025-001
Kelantan Darul Naim		
KOTA BHARU SECURITIES SDN BHD	298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel No: 09-7432288	075-001
KUALA LUMPUR CITY SECURITIES SDN BHD (Kota Bharu Branch)	Lot 6 & 7, Section 25 Jalan Suitan Yahya Petra Bandar Kota Bharu 15200 Kota Bharu Kelantan Darul Naim Tel No: 09-7432588	076-007
Sabah		
HWANG-DBS SECURITIES BERHAD (Kota Kinabalu Branch)	Room Nos. 106-109, Mezzanine Floor Room Nos. 207-212, 2 <sup>nd</sup> Floor Gaya Centre, Jalan Tun Fuad Stephens 88400 Kota Kinabalu, Sabah Tel No: 088-311688	068-008
INNOSABAH SECURITIES BERHAD	11, Equity House, Block K Sadong Jaya, Karamunsing 88100 Kota Kinabalu, Sabah Tel No: 088-234090	020-001

Name	Address and Telephone Number	Broker Code
KUALA LUMPUR CITY SECURITIES SDN BHD (Kota Kinabalu Branch)	Suite 1-9-E1, 9 <sup>th</sup> Floor CPS Tower No.1, Jalan Centre Point 88000 Kota Kinabalu, Sabah Tel No: 088-253922	076-005
OSK SECURITIES BERHAD (Kota Kinabalu Branch)	5 <sup>th</sup> Floor, Wisma BSN Sabah Jalan Kemajuan, Karamunsing 88000 Kota Kinabalu, Sabah Tel No: 088-269788	056-010
<u>Sarawak</u>		
BORNEO SECURITIES SDN BHD	12G, Jalan Kampung Datu 96000 Sibu, Sarawak Tel No. 084-319998	030-001
HWANG-DBS SECURITIES BERHAD (Kuching Branch)	Lot 328, Jalan Abell 93100 Kuching, Sarawak Tel No: 082-236999	068-005
K & N KENANGA BHD (Kuching Branch)	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching, Sarawak Tel No: 082-338000	073-003
K & N KENANGA BHD (Miri Branch)	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri, Sarawak Tel No: 085-435577	073-002
OSK SECURITIES BERHAD (Kuching Branch)	Ground & 1 <sup>st</sup> Floor Wisma Chinese Chambers Lot 357, Section 47, K.T.L.D. Jalan Bukit Mata Kuching 93100 Kuching, Sarawak Tel No: 082-422252	056-008
OSK SECURITIES BERHAD (Miri Branch)	Lot 1168, Ground Floor Wisma Interhill Miri Waterfront Commercial Centre 98008 Miri, Sarawak Tel No: 085-422788	056-012
OSK SECURITIES BERHAD (Sibu Branch)	101 & 102, Pusat Pedada Jalan Pedada 96000 Sibu, Sarawak Tel No: 084-329100	056-013
Wilayah Persekutuan Labuan		
CIMB SECURITIES SDN BHD (Labuan Branch)	Unit 7(A), Level 7 Main Office Tower Financial Park Labuan Jalan Merdeka 87000 Wilayah Persekutuan Labuan Tel No: 087-451666	065-002