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## 12. FURTHER INFORMATION

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### 12.1 SHARE CAPITAL

- (i) No shares will be allocated or sold on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company.
- (iii) As at the date of this Prospectus there is only one class of shares in the Company, namely ordinary shares of RM0.20 each, all of which rank pari passu with one another.
- (iv) Save as disclosed in Sections 1.8, 2.5 and 4.1.3 of this Prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of the Company and its subsidiaries have been issued or are proposed to be issued as fully or partly paid-up in cash or otherwise, within the two (2) years preceding from the date thereof.
- (v) Save for the IPO Shares reserved for the eligible employees and Directors of the Group as disclosed in Section 2.5 of this Prospectus, no person or Director or employee of the Group has been or is entitled to be given an option to subscribe for any shares, stocks or debentures of the Company or its subsidiaries.
- (vi) Save for the IPO Shares reserved for the eligible employees and Directors of the Group as disclosed in Section 4.1.3 of this Prospectus, there is currently no other scheme for or involving the Directors or employees of the Company or its subsidiaries.
- (vii) As at this date hereof, the Company does not have any outstanding convertible debt securities, options, warrants or uncalled capital.

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**12. FURTHER INFORMATION (Cont'd)**

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**12.2 ARTICLES OF ASSOCIATION**

The following provisions are reproduced with minor amendments from the Company's Articles of Association, which have been approved by the KLSE: -

**TRANSFER AND TRANSMISSION OF SECURITIES**

**Article 43**

The transfer of any securities or class of securities of the Company shall be made 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 that may be made from compliance with subsection 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of securities.

**Article 44**

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

**Article 45**

The Directors may decline to register any instrument of transfer of shares which are not fully paid (whether these are quoted or otherwise) to a person of whom they do not approve. Subject to the Act, the MMLR, the Central Depositories Act and the Rules, if the Directors refuse to register a transfer they shall send to the transferee written notice of the refusal and reasons therefor.

**Article 46**

Subject to the MMLR and the Rules, the transfer of any securities may be suspended at such time and for such period(s) as the Directors may from time to time determine.

**Article 47**

The Central Depository may, in its absolute discretion, refuse to register any transfer that does not comply with the Central Depositories Act and the Rules.

**Article 48**

Subject to the provision of the Central Depositories Act and the Rules, any member may transfer all or any of its shares which are fully paid by instrument in writing in the form prescribed and approved by the KLSE and the Registrar (as the case may be). The instruments shall be executed by or on behalf of the transferor and transferee and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the Register and /or the Record of Depositors as the case may be, in respect thereof. All transfer of deposited securities shall be effected in accordance with the Act, the Central Depositories Act and the Rules.

## 12. FURTHER INFORMATION (Cont'd)

### Article 49

The Register may be closed at such times and for such periods as the Directors may from time to time determine but such register shall not be closed for more than thirty (30) days in any year. The Company shall before it closes such register:

- (1) give notice of such intended closure (in the case of the Register) in accordance with Section 160 of the Act;
- (2) give notice of such intended closure to the KLSE at least twelve (12) clear Market Days before the intended date of such closure including in such notice, such date, the reason for such closure and the address of the share registry at which documents will be accepted for registration;
- (3) publish in a daily newspaper circulating in Malaysia, a notice of such intended closure including the information to be included in the notice referred to in Article 49(2).

At least three (3) clear Market Days prior notice shall be given to the Central Depository to enable the Central Depository to prepare the appropriate Record of Depositors.

### Article 55

- (1) Where:
  - (a) the securities of the Company are listed on an Approved Market Place; and
  - (b) the Company is exempted from compliance with Section 14 of the Central Depositories Act or Section 29 of the Securities Industry (Central Depositories) (Amendment) (No.2) Act 1998, as the case may be, under the Rules in respect of such securities, the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the Approved Market Place ('Foreign Register'), to the register of holders maintained by the registrar of the Company in Malaysia ('Malaysian Register') subject to the following conditions:
    - (i) there shall be no change in the ownership of such securities; and
    - (ii) the transmission shall be executed by causing such securities to be credited directly into the Securities Account of such securities holder.
- (2) For the avoidance of doubt, the Company where it fulfils the requirements of paragraphs (a) and (b) of Article 55 (1) shall not allow any transmission of securities from the Malaysian Register into the Foreign Register.

### Article 56

In accordance with the Rules or as the Central Depository may determine, in the case of the death of a Member, the legal representative(s) of the deceased shall be recognised by the Company and/or the Central Depositor as having the title to his interest in the shares but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which has been held by him.

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**12. FURTHER INFORMATION (Cont'd)**

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**Article 57**

Any person becoming entitled to a share in consequence of the death, bankruptcy or mental disorder of a Member may, upon such satisfactory evidence being produced, elect either to have his name entered as the holder of such share in the Record of Depositors or to have the name of some person nominated by him entered in the Record of Depositors as a holder of such shares subject to and in accordance with the Rules or as the Central Depository may determine. All the limitations, restrictions and provisions of these Articles relating to right to transfer and registration of transfers of shares available to the Directors and/or the Central Depository before the death, bankruptcy or mental disorder of the Member shall continue to be applicable and available to them. Where the share is a Deposited Security, a transfer or withdrawal of such shares may be carried out by the person becoming so entitled in accordance with the Rules or as the Central Depository may determine.

**Article 58**

A person becoming entitled to a share by reason of the death, bankruptcy or mental disorder of the holder or by operation of law shall subject to and in accordance with the Rules or as the Central Depository may determine, be entitled to the rights to which he would be entitled as the holder of the share.

**REMUNERATION OF DIRECTORS**

**Article 110**

Subject to these Articles, the remuneration of the Directors shall from time to time be determined by the Company in general meeting and such fees shall be divided among the Directors in such proportions and manner as the Directors may determine provided always that:

- (1) fees payable to Directors not holding any executive office in the Company shall be a fixed sum and shall not be payable by a commission on or percentage of profits or turnover;
- (2) salaries payable to Directors holding executive office in the Company may not include a commission on or a percentage of turnover;
- (3) all remuneration payable to Directors shall be deemed to accrue from day to day;
- (4) fees payable to Directors shall not be increased except pursuant to a resolution passed by the Company in general meeting, where notice of the proposed increase has been given in the notice convening the meeting;
- (5) any fee paid to an alternate Director shall be agreed between him and his appointor and shall be deducted from his appointor's remuneration.

**Article 111**

The Directors may be paid all travelling, hotel and other expenses, properly incurred by them in attending and returning from meetings of the Directors or any committee of Directors or general or other meetings of the Company or in connection with the business of the Company.

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**12. FURTHER INFORMATION (Cont'd)**

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**Article 112**

The Directors may grant special remuneration to any Director who (on request by the Directors) is willing to:

- (1) render any special or extra services to the Company; or
- (2) to go or reside outside his country of domicile or residence in connection with the conduct of any of the Company's affairs.

Such special remuneration may be paid to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be paid in a lump sum or by way of salary, or by a percentage of profits, or by all or any of such methods but shall not include (where such special remuneration is paid by way of salary) a commission on or a percentage of turnover.

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**12. FURTHER INFORMATION (Cont'd)**

**VOTING AND BORROWING POWERS OF DIRECTORS**

**Article 124**

Except as provided by Article 125, the Directors may exercise all the powers of the Company to borrow money, to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether as primary or collateral security for any debt, liability or obligation of the Company or any other party.

**Article 125**

The Directors shall not borrow any money or mortgage or charge any of the Company's or its 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 126**

The Company shall keep a 'register of charges' in accordance with Section 115 of the Act. No fee shall be charged for any inspection of such register by a Member or a creditor of the Company.

**Article 142**

- (1) Subject to the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office:
  - (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested;
  - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate (unless the Company by ordinary resolution determines otherwise) and no transaction or arrangement shall be liable to be avoided (whether or not such ordinary resolution is passed) on the ground of any such interest or benefit;
  - (d) may act by himself or his firm in a professional capacity for the Company, and he or his firm (as the case may be) shall be entitled to remuneration for professional service but nothing in these Articles shall authorise a Director or his firm to act as auditor of the Company.
- (2) For the purposes of this Article:
  - (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of person is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

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**12. FURTHER INFORMATION (Cont'd)**

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- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

**Article 150**

Except as otherwise provided by these Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning any contract, proposed contract, arrangement or other matter in which he has, directly or indirectly, a personal interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:

- (1) in a case where the contract or proposed contract relates to any loan to the company that he has guaranteed or joined in guaranteeing the repayment of the loan or any part of the loan; or
- (2) in a case where the contract or proposed contract has been or will be made with or (or the benefit of or on behalf of a Related Corporation) that he is a director of that corporation.

A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

**Article 151**

Where proposals are under consideration concerning or relating to the terms of employment, consultancy or other services of or to be provided by Directors to or with the Company or any body corporate in which the Company is interested or other related matters, the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own.

**Article 152**

If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

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**12. FURTHER INFORMATION (Cont'd)**

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**MODIFICATION OF CLASS RIGHTS**

**Article 12**

If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may (subject to Sections 55 and 65 of the Act and whether or not the Company is being wound up) be varied or abrogated with:

- (1) the consent in writing of the holders of three-fourths of the issued shares of that class; or
- (2) the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, except that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-third of the issued shares of the class (but so that if at any adjourned meeting of such holders, a quorum is not present, the holders present, shall form a quorum), and any holder of shares of the class present in person or by proxy may demand a poll.

**Article 13**

All new issues of securities for which listing is sought shall be made by way of crediting the securities accounts of the allottees or entitled persons with such securities save and except where the Company is specifically exempted from complying with Section 38 of the Central Depositories Act, in which event it shall be so similarly exempted from compliance with this Article. For this purpose, the Company shall notify the Central Depository of the names of the allottees or entitled persons and all such particulars as may be required by the Central Depository to enable the Central Depository to make the appropriate entries in the securities accounts of such allottees or entitled persons. Notwithstanding these Articles, the Company shall comply with the provisions of the Central Depositories Act and the Rules in respect of all matters relating to the prescribed securities.

**Article 14**

Subject to Section 65 of the Act, the rights attached to any class shall not (unless otherwise provided by the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking in any respect *pari passu* with that class.

**Article 15**

Subject to the Act and these Articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, issue, allot (with or without conferring a right of renunciation), grant options over, grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares, or otherwise deal with or dispose of them to such persons at such times and on such terms and conditions as they may determine.



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**12. FURTHER INFORMATION (Cont'd)**

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**Article 16**

Article 15 shall be subject to the following provisions:

- (1) the Company shall not offer, issue, allot, grant options over shares, grant any right or right to subscribe for shares or any right or rights to convert any security into shares or otherwise deal with or dispose of shares which will or may have the effect of transferring a controlling interest in the Company without the prior approval of the Members in general meeting;
- (2) no Director shall participate in an issue of shares to employees unless:
  - (a) the Members in general meeting have approved the specific allotment to such director; and
  - (b) such Director holds office in an executive capacity or if he does not hold such office, participates in an issue of shares pursuant to an offer or issue of shares to the public;
- (3) no shares shall be issued at a discount except in accordance with Section 59 of the Act;
- (4) the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time; and
- (5) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating them.

**Article 17**

Subject to the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or as the Directors (subject to being duly authorised to do so by an ordinary resolution of the Company) may determine provided that where the capital of the Company consists of shares of different monetary denominations, voting rights shall be determined 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.

**Article 18**

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 Members who at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiry 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 Article.

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**12. FURTHER INFORMATION (Cont'd)**

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**Article 19**

Notwithstanding Article 18 (but subject to the Act), the Company may waive the requirement from convening an extraordinary general meeting to obtain shareholders' approval for further issue or issues of shares (other than bonus or rights issues) where:

- (1) the aggregate issues of shares (other than bonus and rights issues and other issues of shares which have been specifically approved by the shareholders in an extraordinary general meeting) in any one financial year in which such further issue or issues are made do not exceed 10% (or such higher percentage as the KLSE may from time to time allow either in respect of a particular financial year, generally or otherwise) of the Company's issued share capital; and
- (2) there is in force a resolution of the Company in general meeting authorising the Directors to make such further issue or issues as stated above.

**Article 20**

The Company may, pursuant to Section 58 of the Act, pay commission at a rate not exceeding 10% of the price at which the shares are issued.

**Article 21**

Except as authorised or required by law or these Articles, no person shall be recognised by the Company as holding any share on any trust, and the Company shall not be bound by or recognise (even when having notice of it) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as provided by law) any other rights in respect of any share except an absolute right to the entirety of the share in the registered holder.

**Article 22**

The Directors may at any time after the allotment of any share but before any person has been entered in the Register as the holder recognise a renunciation of such share by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation on such terms and conditions as the Directors may determine.

**Article 23**

No partnership, unincorporated association or body or minor may be a Member.

**Article 24**

Subject to the Rules, not more than one (1) person can be entered as the holder of a share in the Record of Depositors.

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**12. FURTHER INFORMATION (Cont'd)**

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**Article 25**

Subject to the Act and these Articles, any preference shares may be issued on terms that they are, or at the option of the Company are liable to be redeemed on such terms and in such manner as may be provided for by these Articles.

**Article 26**

If the Company at any time issues preference capital, it shall indicate at the same time whether it reserves the right to issue further preference capital ranking equally with or in priority to preference shares already issued.

**Article 27**

Preference shareholders shall have:

- (1) the same rights as ordinary shareholders as regards:
  - (a) receiving notices, reports and audited accounts; and
  - (b) attending general meetings of the Company;
- (2) the right to vote at any meeting convened for the purposes of reducing the capital, or to wind up the Company and during the winding up of the Company, or disposing the whole of the Company's property, business and undertaking or directly affecting the rights and privileges attached to the shares or when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months; and
- (3) the rights to a return of capital in preference to holders of ordinary shares when the Company is wound up.

**Article 28**

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 but 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 as valid and effectual as a special resolution carried at the meeting.

**Article 69**

The Company may by ordinary resolution:

- (1) consolidate and divide all or any of its share capital into shares of larger amount;
- (2) (subject to Section 62(1) of the Act) subdivide its existing shares or any of them into shares of smaller amount 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 or capital, voting or otherwise over the others or any other of such shares; and
- (3) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

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**12. FURTHER INFORMATION (Cont'd)**

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**Article 70**

Subject to any direction by the Company in general meeting, if any consolidation or subdivision and consolidation of shares results in Members being entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they may determine including (without limitation), selling the shares to which Members are so entitled for such price as the Directors may determine and paying and distributing to the Members entitled to such shares in due proportions to the net proceeds of such sale.

**Article 71**

The Directors may (to give effect to such sale referred to in Article 70):

- (1) nominate any person to execute a transfer of the shares sold on behalf of the Members so entitled to or in accordance with the directions of the purchaser;
- (2) enter or have entered the name of the transferee in the Register as the holder of the shares to which such transfer relates,

and the purchaser shall not be concerned to ensure that the purchase consideration is properly applied nor shall title to the shares be affected by any irregularity or invalidity in the proceedings in relation to the sale.

**Article 72**

The Company may by special resolution reduce its share capital and any capital redemption reserve or share premium account in any manner authorised by law.

**Article 73**

Without prejudice to the rights attached to any existing shares or class of shares, the Company in general meeting may by ordinary resolution increase its capital by the creation of shares of such nominal amounts, and carrying such rights and restrictions, as the resolution specifies provided that where the capital of the Company consists of shares of different monetary denominations, voting rights (if specified in such resolution) 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.

**Article 74**

All new shares shall be subject to the same provisions as to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the existing share capital.

**12. FURTHER INFORMATION (Cont'd)****12.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS**

- (i) The substantial shareholders of Opcom and their respective direct and indirect interests, before and after the Public Issue are as follows: -

| Substantial Shareholders | Before Public Issue  |      |                           |      | After Public Issue        |      |                           |      |
|--------------------------|----------------------|------|---------------------------|------|---------------------------|------|---------------------------|------|
|                          | Direct No. of Shares | %    | Indirect No. of Shares    | %    | Direct No. of Shares      | %    | Indirect No. of Shares    | %    |
| Dato' Mukhriz Mahathir   | 42,000,000           | 70.0 | -                         | -    | <sup>(b)</sup> 43,375,000 | 50.4 | -                         | -    |
| RTSB                     | 18,000,000           | 30.0 | -                         | -    | 18,000,000                | 20.9 | -                         | -    |
| Chhoa Kwang Hua          | -                    | -    | <sup>(a)</sup> 18,000,000 | 30.0 | <sup>(b)</sup> 1,375,000  | 1.6  | <sup>(a)</sup> 18,000,000 | 20.9 |

**Notes:-**

- (a) Deem interested by virtue of Section 6A of the Companies Act, 1965 pursuant to his shareholding in RTSB  
(b) Including allocation of 1,375,000 Shares for Dato' Mukhriz Mahathir and Chhoa Kwang Hua respectively via Pink Forms

- (ii) The Directors of Opcom and their respective direct and indirect interests before and after the Public Issue are as follows: -

| Directors   | Before Public Issue  |      |                           |      | After Public Issue        |      |                           |      |
|---|----------------------|------|---------------------------|------|---------------------------|------|---------------------------|------|
|   | Direct No. of Shares | %    | Indirect No. of Shares    | %    | Direct No. of Shares      | %    | Indirect No. of Shares    | %    |
| Dato' Mukhriz Mahathir                                  | 42,000,000           | 70.0 | -                         | -    | <sup>(b)</sup> 43,375,000 | 50.4 | -                         | -    |
| Chhoa Kwang Hua   | -                    | -    | <sup>(a)</sup> 18,000,000 | 30.0 | <sup>(b)</sup> 1,375,000  | 1.6  | <sup>(a)</sup> 18,000,000 | 20.9 |
| Lt. Jen. (B) Dato' Seri Panglima Zaini bin Hj Mohd Said | -                    | -    | -                         | -    | <sup>(b)</sup> 500,000    | 0.6  | -                         | -    |
| Tomio Alan Komatsu                                      | -                    | -    | -                         | -    | <sup>(b)</sup> 500,000    | 0.6  | -                         | -    |
| Sven Janne Sjöden                                       | -                    | -    | -                         | -    | <sup>(b)</sup> 500,000    | 0.6  | -                         | -    |
| Abdul Jabbar bin Abdul Majid                            | -                    | -    | -                         | -    | <sup>(b)</sup> 250,000    | 0.3  | -                         | -    |

**Notes:-**

- (a) Deem interested by virtue of Section 6A of the Companies Act, 1965 pursuant to his shareholding in RTSB  
(b) Including/ assuming full subscription of each Director's respective allocation via Pink Forms

## 12. FURTHER INFORMATION (Cont'd)

- (iii) Save as disclosed in Sections 2.9 and 2.10, there is no commission, discounts, brokerages or other special terms have been paid, granted or are payable by the Company or its subsidiaries 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 Company or its subsidiaries or in connection with the issue or sale of any capital of the Company or any of its subsidiaries and no Directors, proposed Directors, promoters or experts is or are entitled to receive any such payment.
- (iv) Other than salary and employment related benefits as disclosed in Section 5.3.3 of this Prospectus, 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 Directors.

Save and except for the dividends payable to the Promoters as shareholders of the Company and the remuneration payable to the Promoters as Directors of the Company and as detailed in Section 5.3.3 (all of which is disclosed in this Prospectus), no other amounts or benefits are paid or intended to be paid or given to any promoter within two (2) years preceding the date of this Prospectus.

- (v) Save as disclosed in Section 7.6 of this Prospectus, none of the other Directors and/or substantial shareholders of Opcom has any interest in any subsisting contract or arrangement, which is significant to the business of the Company or the Group taken as a whole.
- (vi) Save as disclosed in Sections 3.17 and 5.1.1 of this Prospectus, the Directors and substantial shareholders are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the Company and its subsidiaries.

### 12.4 MATERIAL CONTRACTS

Save as disclosed below, there are no other material contracts (including contracts not reduced into writing), not being contracts entered into in the ordinary course of business which have been entered into by Opcom and its subsidiary companies within two (2) years preceding the date of this Prospectus: -

- (a) Transfer of Rights dated 1 March 2002 between ONSB, bVeritas Sdn Bhd and OSB in respect of the Purchase Agreement and End-User Licence Agreement dated 1 March 2002 for the purchase of the Shipping, Tracking & Logistics Management (Integrated Ship & Track System) between bVeritas Sdn. Bhd and Opcom Sdn. Bhd.
- (b) Deed of Assignment dated 23 June 2003 between OSB and Opcom to assign the trademark "Opcom" with the registration numbers 94/10259, 94/10260, 94/10261 and 94/10262 ("Opcom Trademarks") and all Opcom Sdn. Bhd.'s rights and interest in respect of them for a consideration sum of RM1.00.
- (c) Agreement between Dato' Mukhriz Mahathir and Opcom dated 7 July 2003 for the terms of repayment of the advances by Dato' Mukhriz Mahathir amounting to RM9,812,034.21.
- (d) Agreement between Chhoa Kwang Hua and Opcom dated 7 July 2003 for the terms of repayment of the advances by Chhoa Kwang Hua amounting to RM7,545,150.36.

**12. FURTHER INFORMATION (Cont'd)**

- (e) Licensing Agreement dated 24 June 2003 between the Company and OSB for the grant by the Company of a non-exclusive right to use the Opcom Trademarks for a licensing fee of RM1.00, for the period of 10 years.
- (f) Licensing Agreement dated 24 June 2003 between the Company and Opcom Properties Sdn Bhd for the grant by the Company of a non-exclusive right to use the Opcom Trademarks for a licensing fee of RM1.00, for the period of 10 years.
- (g) the Underwriting Agreement dated 21 November 2003 between the Company and the Managing Underwriter and Underwriters for the underwriting of 9,000,000 Shares for an underwriting commission of 2% of the IPO price of RM0.80 per share.

**12.5 MATERIAL AGREEMENTS**

Save as disclosed below, there are no other material agreements or contracts (including informal arrangements or understandings), as at 31 October 2003, being the latest practicable date to the printing of the Prospectus, which have been entered into by Opcom and its subsidiaries that are in subsistence: -

- (a) Joint Venture Agreement between OHB and Ericsson dated 14 November 1994 supplemented by an addendum dated 3 February 1999 ('JVA') to govern the rights and obligations of both parties in OCSB which has been incorporated to manufacture and market fiber optic cables and related products for sale primarily in Malaysia and potentially in the region as well as to provide services in connection therewith.
- (b) Technical Collaboration Agreement between OCSB and Ericsson dated 14 November 1994 supplemented by an addendum dated 6 November 2002 ('TCA') for the provision by Ericsson to OCSB for certain know-how, technical assistance and rights for the purpose of producing fiber optic cables (as defined in the TCA) which include production technology, product technology, quality assurance and quality control, production management and control, technical support (including research and development) and plant engineering and set-up technology and management. The term of the TCA expires on 9 April 2006 with an option to extend the period for a further 5 years subject to the mutual consent of the parties at least 6 months before the expiry of the Agreement subject to the approval of the Government of Malaysia.
- (c) Management Assistance Agreement dated 14 November 1994 between Ericsson and OCSB for the provision by Ericsson of experienced management and technical personnel from Sweden to OCSB, training in technical areas in the regional training centre located in Shah Alam, Malaysia as well as in Sweden; and, support and assistance through regular contacts in the normal course of business of Ericsson.
- (d) Purchase order from OSB to OCSB dated 23 December 2002 for the supply of fiber optic cables in respect of the East Coast highway project amounting to RM707,626.70, which supply contract was awarded to OSB by Industronics Berhad.
- (e) Supply Agreement dated 22 November 2000 between Sumitomo Electric Industries Ltd ('Sumitomo') and OCSB for the supply of single-mode optical fiber and single-mode optical 4-fiber ribbon in accordance with Sumitomo's specifications from the date of the agreement to 31 December 2003.

**12. FURTHER INFORMATION (Cont'd)**

- (f) Supply Agreement between Ericsson and OCSB dated 6 November 2002 for the supply by Ericsson to OCSB of loose fiber, 4-ribbon fiber and 8-ribbon fiber in the years 2003 and 2004 subject to a maximum quantity of 75,000 fiber-km per year.
- (g) Supply Agreement between OSB, OCSB and ONSB dated 15 August 1997 for the manufacture by OCSB of fiber optic cables and related accessories complying with the specifications set by Telekom Malaysia Berhad in its contract awarded to OSB (Contract No. 1330112/97) and supply of such cables and accessories by OCSB to ONSB for their onward supply to OSB.
- (h) Contract No. TNB 717/2002 (K TNBD 03035) between Tenaga Nasional Berhad and OCSB dated 20 May 2003 for the supply by OCSB of single-mode fiber optic cables to Tenaga Nasional Berhad for the period of 1 year from 14 January 2003.
- (i) OCSB has credit facilities with RHB Bank Berhad for trade facilities comprising letter of credit, trust receipt, bankers acceptance, shipping guarantee, letter of guarantee amounting to RM18 million which includes a revolving credit sub-limit of RM2 million, an overdraft sublimit of RM1 million and bank guarantee sublimit of RM8 million. The foreign exchange contract limit is RM10 million.
- (j) Tenancy Agreement between Opcom and OSB dated 30 May 2003 for the renting by OSB of part of the ground floor of the main administration building, part of the warehouse and a designated open area on the parcels of land under title Deeds No. H.S.D. 167493, L.O. No. Industrial Site Shah Alam, Mukim of Damansara, District of Klang, State of Selangor and No. H.S.(D) 1871, No. P.T. Tapak Perusahaan Shah Alam Bandar Shah Alam, Daerah Petaling, Negeri Selangor ("the Land") for a period of one (1) year from 1 April 2003 to 31 March 2004, with an option to renew. The aggregated rental is RM391,572.
- (k) Tenancy Agreement between Opcom and OCSB dated 30 May 2003 for the renting by OCSB of the factory, warehouses and designated open area on the Land together with the Opcom's chattels and property situate, affixed and/or installed therein, for a period of one (1) year from 1 April 2003 to 31 March 2004, with an option to renew. The aggregated rental is RM1,333,668.
- (l) Tenancy Agreement between Opcom and ONSB dated 30 May 2003 for the renting by ONSB of part of the first floor of main administration building, part of the warehouse and a designated open area on the Land together with the Opcom's chattels and property situate, affixed and/or installed therein, for a period of one (1) year from 1 April 2003 to 31 March 2004, with an option to renew. The aggregated rental is RM319,302.

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**12. FURTHER INFORMATION (Cont'd)**

(m) Insurance policies - the Group has purchase the following insurance policies from various insurers as follows (the Group intends to renew and continue with any policies which will expire or has expired) : -

**Opcom**

| <b>Name of Insurer/(Insurance Broker)<br/>Type of Insurance</b>   | <b>Amount</b>   | <b>Property Insured</b>   | <b>Period of Insurance</b>                             |
|---|---|---|--|
| Aviva Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br>Electronic Equipment Insurance<br>policy<br>BK-58000769-EE | RM347,000<br>(which represents the<br>net book value of the<br>property insured)            | Office electronic equipment located at their factory in Shah Alam and their office in Plaza Mont Kiara including worldwide coverage for laptops/LCD projectors and palmtop against sudden and unforeseen physical loss or damage from any cause not specifically excluded whether the interest insured are at work, rest or being dismantled for cleaning, overhauling or being shifted in the premises or in the course of operations, during subsequent re-erection after successful commissioning. | 1.12.02 – 30.11.03<br>(both dates inclusive)<br>(BDI') |
| Aviva Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br>Burglary Insurance Policy<br>BK-59007274-BG                | RM50,000<br>(which represents the<br>net book value of the<br>property insured)             | Against theft as a result of forcible or violent entry of or exit from all properties of the insured ie. the office/factory/store/vacant office & store located at<br>No.11 Jalan Utas 15/7<br>Shah Alam Industrial Area<br>40200 Shah Alam.<br>First loss sum insured RM50,000 irrespective of total value at risk any one loss subject to an excess of RM250 on each and every loss/claim.  | 1.12.02 – 30.11.03<br>(BDI)                            |
| Aviva Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br>Fire Commercial Insurance Policy<br>BK-11032515-FC1        | Total of RM8,318,500<br>(which represents the<br>net book value of the<br>property insured) | Buildings and extensions, office furniture, fixtures, fittings, gates, fences, awnings, metal smoke stacks, blinds, signs, foundations and other below ground structure (if policy extended to cover subsidence and landslip), on removal of debris dismantling demolishing shoring up or propping of office/factory/store/vacant store/vacant office situated at 11 Jln Utas 15/7, Shah Alam Industrial Area, 40200 Shah Alam against fire resulting from  | 1.12.02-30.11.03 (BDI)                                 |

## 12. FURTHER INFORMATION (Cont'd)

| Name of Insurer/(Insurance Broker)<br>Type of Insurance   | Amount   | Property Insured  | Period of Insurance        |
|---|--|---|----------------------------|
| Hong Leong Assurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br><br>Group Hospital & Surgical Insurance<br>A902A0147300 | BM50<br>BM80<br>BM120<br>BM160<br>Annual limit for in-patient treatment in Malaysian Government hospitals is RM25,000. | bush/lalang fire, electrical installation, flood, riot strike & malicious damage, sprinkler leakage & accidental discharge of other fire extinguishing agents, storm tempest windstorm causing fire or otherwise.<br><br>All employees as provided to the insurer | 11.6.03 – 31.7.04<br>(BDI) |
| Aviva Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br><br>Group Personal Accident<br>BK 05144502-NGA               | Total sum insured<br>RM4,860,000   | Anywhere, anytime for all employees as provided to the insurer  | 11.6.03 – 31.7.04<br>(BDI) |

## 12. FURTHER INFORMATION (Cont'd)

## OCSB

| Name of Insurer/(Insurance Broker)<br>Type of Insurance  | Amount  | Property Insured  | Period of Insurance          |
|--|---|---|------------------------------|
| Aviva Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br>Fire Commercial insurance<br>BK-11032522-FC1      | Total RM39,069,693<br>(which represents the replacement cost of the property insured)     | Office Furniture Fixtures and fittings, electrical installation and pipe, plant and machinery tools, electrical installation, on stock in trade of all descriptions including goods held in trust or on commission in office/factory/store/vacant store/vacant office situated at No.11 Jln Utas 15/7, Shah Alam Industrial Area, 40200 Shah Alam   | 1.12.02 -- 30.11.03<br>(BDI) |
| Aviva Insurance Berhad (BIB Insurance Brokers Sdn Bhd)<br>Fire Consequential Loss Insurance<br>BK-14001956-LOP | Total RM40,962,000  | Gross profits, wages, auditor's fees, additional increase cost of working, standing charges in office/factory/store/vacant store/vacant office situated at 11 Jln Utas 15/7, Shah Alam Industrial Area, 40200 Shah Alam, Selangor   | 1.12.02 - 30.11.03<br>(BDI)  |
| Aviva Insurance Berhad (BIB Insurance Brokers Sdn. Bhd.)<br>Public Liability Insurance<br>BK-53008464-PL       | Limits: within M'sia<br>Limit of Liability A<br>RM3m<br>Limit of Liability B<br>Unlimited | 1. Malaysian Logistics Jln Cochrane KL<br>2. Malaysian Logistics Kota Kinabalu Stores Kota Kinabalu, Sabah<br>3. Malaysian Logistics Kuching Stores Kuching<br>4. or any Telekom Malaysia's designated stores or sites if informed within 14 working days before delivery date<br>Plant<br>all plants owned and/or operated by the insured, all cranes or power-hoisting, machineries, passenger, lifts, escalators and vehicle not licensed for public road use.<br>Goods held in trust<br>Alteration and Repair | 12.5.03 - 11.5.04 (BDI)      |

## 12. FURTHER INFORMATION (Cont'd)

| Name of Insurer/(Insurance Broker)<br>Type of Insurance  | Amount   | Property Insured   | Period of Insurance                     |
|--|--|--|---|
| Aviva Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br>All Risks<br>BK-65003484-AR                       | RM95,000<br>(which represents the replacement cost of the property insured)  | 2 units of splicing equipment, loss or damage arising out of earthquake, volcanic eruption, flood, typhoon, hurricane, cyclone, windstorm and other convulsion of nature within Malaysia.  | 15 April 2003 – 14 April 2004)<br>(BDI) |
| CGU Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br>Marine Open Cover Policy<br>MY-AB826                | CIF + 10%  | Fiber Optic Cables and accessories in the journey from Shah Alam Selangor to the following Telekom Malaysia located at Malaysian Logistics Jalan Cochrane, Kuala Lumpur, Malaysian Logistics Kota Kinabalu Stores Kota Kinabalu Sabah, Malaysian Logistics Kuching Stores, Kuching Sarawak or any Telekom Malaysia's designated stores/sites if informed within 14 working days before delivery. | Open cover - On per shipment basis      |
| Aviva Insurance Berhad<br>(Jardine Lloyd Thompson Sdn Bhd)<br>Group Personal Accident Policy<br>BK05028924-NGA | Scenario A<br>death RM200,000<br>permanent disablement RM200,000<br>temp total disablement RM1,500<br>temp partial disablement RM750<br>funeral RM2,000<br>burial/repatriation RM2,000<br>Scenario B<br>death RM80,000<br>permanent disablement RM80,000<br>temp total disablement | All employees of OCSB as provided to the insurer   | 15.8.03 - 14.8.04<br>(BDI)              |

12. FURTHER INFORMATION (Cont'd)

| Name of Insurer/(Insurance Broker)<br>Type of Insurance | Amount  | Property Insured | Period of Insurance |
|---|---|------------------|---------------------|
|   | RM1,500<br>temp partial RM750<br>disablement<br>funeral RM2,000<br>burial/repatriation<br>RM2,000<br><br>Scenario C<br>death RM50,000 and<br>permanent disablement<br>RM50,000, temporary<br>total disablement<br>RM1,500, temporary<br>partial disablement<br>RM750, funeral<br>expenses RM2,000,<br>buria/repatriation<br>RM2,000 |                  |                     |

## 12. FURTHER INFORMATION (Cont'd)

| Name of Insurer/(Insurance Broker)<br>Type of Insurance   | Amount  | Property Insured  | Period of Insurance                |
|---|---|---|------------------------------------|
| Allianz Life Insurance Malaysia Bhd.<br>(Jardine Lloyd Thompson Sdn Bhd)<br>Group Hospitalisation and Surgical<br>P0056 | Senior Mgt – class<br>RB160<br>Manager – class RB120<br>Executive – class RB80<br>Other Staff – class<br>RB50 | All employees of OCSB as provided to the insurer  | 15.8.03 – 14.8.04<br>(BDI)         |
| Aviva Insurance Berhad<br>(BIB Insurance Brokers Sdn Bhd)<br>Marine Inland Transit Open Cover<br>Insurance<br>MY-GA 715 | Invoice + 10%   | Fiber optic cables manufacturing materials from time of loading at elected premises/port/sites within Peninsular Malaysia during the course of land transit until unloaded at final destinations at insured's warehouse | Open cover - On per shipment basis |

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## **12. FURTHER INFORMATION (Cont'd)**

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### **12.6 MATERIAL LITIGATION**

As at 31 October 2003, being the latest practicable date to the printing of the Prospectus, neither Opcom nor any of its subsidiary or associated companies are engaged in any material litigation and arbitration, either as plaintiff or defendant, which has a material effect on the financial position of Opcom or its subsidiary and associated companies and the Directors do not know of any proceedings pending or threatened or of any facts likely to give rise to any proceedings which might materially and adversely affect the position or business of Opcom or its subsidiary and associated companies.

### **12.7 GENERAL INFORMATION**

During the last financial year and the current financial year to date, there were no: -

- (i) public take-over offers by third parties in respect of the Company's shares; and
- (ii) public take-over offers by the Company in respect of other companies' shares.

### **12.8 CONSENTS**

The written consents of the Adviser and Managing Underwriter, Underwriters, Placement Agent, Sponsors, Auditors and Reporting Accountants, Company Secretary, Principal Banker, Solicitors, Registrars and Issuing House to the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their names, Accountants' Report and letters relating to the Proforma Consolidated Balance Sheets in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and have not subsequently been withdrawn.

### **12.9 DOCUMENTS FOR INSPECTION**

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

- (a) The Memorandum and Articles of Association of the Company;
- (b) All material contracts and material agreements referred to in Sections 12.4 and 12.5 of this Prospectus respectively;
- (c) The Directors' Report and Accountants' Report as included herein;
- (d) The Reporting Accountants' letters relating to the Proforma Consolidated Balance Sheets as at 30 September 2003 as included herein;

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**12. FURTHER INFORMATION (Cont'd)**

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- (e) The audited financial statements of Opcom and its subsidiaries for the past five (5) financial years ended 31 March 2003 and six (6) months ended 30 September 2003; and
- (f) The letters of consent referred to in Section 12.8 of this Prospectus.

**12.10 RESPONSIBILITY STATEMENTS**

This Prospectus has been seen and approved by the Directors and Promoters of the Company and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that after having made all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading.

AmMerchant Bank, being the Adviser, Sponsor, Managing Underwriter and Placement Agent acknowledges that, based on all available information and to the best of its knowledge and belief, this prospectus constitutes a full and true disclosure of all material facts concerning the initial public offering.

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