
16. ADDITIONAL INFORMATION

16.1 Share Capital

- (i) No shares will be allotted or issued 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.
- (iii) There is one class of shares in the Company, being ordinary shares of RM0.10 each, all of which rank in pari passu with one another.
- (iv) Save for the 6,000,000 DCB Shares reserved for the Eligible Directors and Employees of the Group pursuant to this Prospectus, there are at present no other schemes involving the employees in the share capital of DCB Group.
- (v) As at the date of this Prospectus, none of the share capital of the DCB Group is under any option or agreed conditionally or unconditionally to be put under any option.
- (vi) Save for the Placement and Public Issue Shares and as disclosed in Section 3.4, no shares, stocks or debentures in the DCB Group have been issued or are proposed to be issued as partly or fully paid-up for cash or otherwise within the two (2) years preceding the date of this Prospectus.

16.2 Articles of Association

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

The words and expressions appearing in the following provisions shall bear the same meanings used in the Company's Articles of Association.

16.2.1 Transfer of Securities and Transmission of Shares

The provisions of the Company's Articles of Association dealing with the transfer of securities are as follows:

Article 40

Subject to the Act, Listing Requirements, the Central Depositories Act and the Rules, all transfer of shares or securities or class of shares or securities of the Company by registered members shall be effected by way of book entry by the Central Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act and any exemptions 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 shares or securities. Subject to the Act, the Central Depositories Act and the Rules, no share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.

Article 41

Subject to these Articles, there shall be no restriction on the transfer of fully paid up shares except required by law. 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.

16. ADDITIONAL INFORMATION (Cont'd)

Article 42

The Directors may:

- (a) decline to register the transfer of any share (not being a fully paid share);
- (b) decline to register the transfer of any share on which the Company has a lien; and
- (c) decline to register a transfer if the registration of the transfer would result in a contravention of or failure to observe the provisions of a law in Malaysia.

The Directors in exercising their discretion to decline to register any transfer pursuant to Article 42(a) and (b) hereof need not assign any reason or grounds for the refusal. Where the Directors' discretion is exercised pursuant to Article 42(c), the Directors shall give to the lodging party written notice of the refusal and the reasons therefore within three (3) market days after the date on which the transfer was lodged with the Company.

Article 43

Subject to Article 42, the Act, Listing Requirements, the Central Depositories Act and the Rules, if the Directors refuse to register a transfer they shall within three (3) market days after the date on which the transfer was lodged with the Company send to the lodging broker and transferee written notice of the refusal and the reasons therefor.

Article 44

The registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine, not exceeding in the whole thirty (30) market days in any year. Twelve (12) clear market days notice of intention to close the Register shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Exchange. In relation to such closure the Company shall give notice, in accordance with the Rules, to the Central Depository to prepare the appropriate Record of Depositors.

Article 45

The Company may pursuant to Section 34 of the Central Depositories Act and the Rules, request for the Record of Depositors and in this connection, may request for the Record of Depositors as at a specified date. The Company shall give notice to the Central Depository to enable the Central Depository to prepare the appropriate Record of Depositors.

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16. ADDITIONAL INFORMATION (Cont'd)

Article 46

A Record of Depositors requested by the Company as at any specified date and/or for any specified purpose when made available to the Company may be treated as the final Record of Depositors as at the specified date and/or for the specified purpose. If there shall be more than one Record of Depositors made available to the Company as at the specified date and/or for the specified purpose then the later or last of the Record of Depositors prepared by the Central Depository and confirmed by the Central Depository as a correct Record of Depositors shall be the final Record of Depositors as at the specified date and/or for the specified purpose. If such confirmation from the Central Depository shall not be available, then the later or last of the Record of Depositors received by the Company shall be deemed to be the final Record of Depositors as at the specified date and/or for the specified purpose.

Article 47

In accordance with the provisions of any written law the Directors may refuse to register the transfer of any share if in their opinion such transfer when registered will result in Foreigners having an interest in the aggregate more than the prescribed limit.

Article 48

In case of the death of a member, the executors or administrators of the deceased, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased holder from any liability in respect of any share held by him.

Article 49

Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided elect either to be registered himself as the holder of the share or to have some other person nominated by him registered as the transferee thereof, but the Directors shall, in accordance with the provisions of written law, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death or bankruptcy. PROVIDED ALWAYS that where the share is a Deposited Security, subject to the Rules, a transfer of the share may be carried out by the person so becoming entitled.

Article 50

If the person so becoming entitled elects to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects PROVIDED THAT where the share is a Deposited Security and the person becoming entitled elects to have the share transferred to him, the aforesaid notice must be served by him on the Central Depository. If he elects another person to be registered, he shall testify his election by executing to that person a transfer of share. All limitations, restrictions and provisions of these Articles relating to the rights to transfer and the registration of transfer of share shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.

16. ADDITIONAL INFORMATION (Cont'd)

Article 51

- (1) Where:
- (a) the shares 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) Act, 1998, as the case may be, under the Rules in respect of such securities, the Company shall, upon request of a member, permit a transmission of shares held by such member, from the register of holders maintained by the registrar of the company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the Company in Malaysia (hereinafter referred to as "the Malaysian Register") subject to the following conditions:-
 - (i) there shall be no change in the ownership of such shares; and
 - (ii) the transmission shall be executed by causing such shares to be credited directly into the Securities Account of such member.
- (2) For the avoidance of doubt, the Company, in the event paragraphs (a) and (b) above are fulfilled, shall not allow any transmission of shares from the Malaysian Register into the Foreign Register.

16.2.2 Remuneration of Directors

The provisions of the Company's Articles of Association dealing with the remuneration of directors are as follows:

Article 108

The fees of the Directors shall be such fixed sum as shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provided) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such fees are payable 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:

- (a) fees payable to non-executive Directors shall be by way of a fixed sum, and not by way of a commission on or percentage of profits or turnover;
- (b) fees payable to Directors are subject to the approval of the Board;
- (c) any fees paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of the latter; and

16. ADDITIONAL INFORMATION (Cont'd)

- (d) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting.

Article 109

The salaries and benefits payable to the executive Directors shall be subject to the approval of the Board and may not include a commission on or percentage of profits or turnover.

Article 110

- (1) The Directors shall be entitled to be reimbursed for 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 meetings or otherwise howsoever in or about the business of the Company in the course of the performance of their duties as Directors.

- (2) If by arrangement with the Directors, any Director shall perform or render any special duties or services outside his ordinary duties as a Director in particular without limiting to the generality of the foregoing or if any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Directors may pay him special remuneration, in addition to his Director's fees and such special remuneration may be by way of a fixed sum, or otherwise as may be arranged PROVIDED ALWAYS that extra remuneration payable to:-

- (a) a non-executive Director shall not be by a commission on or percentage of profits or turnover; and
- (b) an executive Director shall not include a commission on or percentage of turnover.

16.2.3 Voting and Borrowing Powers of Directors

The provisions of the Company's Articles of Association dealing with the voting and borrowing powers of Directors are as follows:

Article 76

- (1) At any general meeting a resolution put to the vote of the meeting shall be determined by a show of hands of the members present in person or by their proxies, unless a poll is demanded (before or upon the declaration of the result of a show of hands):-
- (a) by the Chairman of the meeting;
- (b) by at least two (2) members present in person or by proxy;
- (c) by any member or members present in person or by proxy representing not less than one-tenth (1/10) of the total voting rights of all the members having the right to vote at the meeting; or

16. ADDITIONAL INFORMATION (Cont'd)

- (d) by a member or members holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth (1/10) of the total sum paid up on all the shares conferring that right.

No poll shall be demanded on the election of a chairman of a meeting or on any question of adjournment.

- (2) Unless a poll is duly demanded in accordance with the foregoing provisions, a declaration by the Chairman that a resolution has been carried or lost or has not been carried by any particular majority, and an entry to that effect in the minutes of the proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number, proportion or validity of the votes, recorded in favour of or against such resolution.

Article 81

In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, as the case may be, shall have a second or casting vote.

Article 84

Subject to any rights or restrictions for the time being attached to any class or classes of shares, at meetings of members or classes of members, a member of the Company shall be entitled to be present and to vote at any general meeting in respect of any share or shares of which he is the registered holder and upon which all calls due to the Company have been paid.

Article 85

Subject to any special rights or restrictions as to voting attached to any class or classes of shares by or in accordance with these Articles, on a show of hands every person present who is a member or a member's representative or proxy or by attorney shall have one vote and in the case of a poll every member present in person or by proxy or by attorney or other duly authorised representative shall have one vote for every share held by him.

Article 86

Where the capital of the Company consists of shares of different monetary denominations, voting rights shall be prescribed in such 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 87

Any corporation which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative either at a particular meeting of the Company, or at all meetings of the Company or any class of members and the person so authorised shall in accordance with his authority and until his authority is revoked by the corporation be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation, could exercise if it were an individual member of the Company.

16. ADDITIONAL INFORMATION (Cont'd)

Article 88

- (1) Any member being of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder may vote by his committee, receiver curator bonds, or other legal guardian or such other person as properly has the management of his estate. Any one of such person may vote either personally or by proxy or by attorney provided such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than forty-eight (48) hours before the time appointed for holding the meeting.
- (2) The legal personal representative of a deceased member or the person entitled under the Articles 48 and 49 to any share in consequence of the death or bankruptcy of any member may vote at any general meeting in respect thereof in the same manner as if he was the holder of such shares provided that forty-eight (48) hours at least before the time of holding the meeting or adjourned meeting as the case may be at which he proposes to vote he shall satisfy the Directors of his right to any share in consequence of the death or bankruptcy of any member unless the Directors shall have previously admitted his right to vote in respect hereof.

Article 89

No member shall be entitled to vote at any general meeting or to exercise any privilege as a member nor be counted as one of the quorum unless all calls or other sums immediately payable by him in respect of shares in the Company have been paid.

Article 90

No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the Chairman at the meeting, whose decision shall be final and conclusive.

Article 91

On a poll votes may be given either personally or by proxy or attorney and a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

Article 92

The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under the corporation's Seal or under the hand of an officer or attorney duly authorised. The Directors may, but shall not be bound to require evidence of the authority of any such attorney or officer. A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy without limitation and the provisions of Section 149(1)(b) & (c) of the Act shall not apply to the Company. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

16. ADDITIONAL INFORMATION (Cont'd)

Article 93

A member may appoint two or more proxies to attend the same meeting provided that he specifies the proportion of his shareholding to be represented by each proxy.

Article 94

The instrument appointing a proxy shall be in the prescribed form as contained in this article or in such other form as the Directors may approve or in any particular case may accept.

Article 95

The instrument appointing a proxy, with the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy of such power or authority, shall be deposited at the Office or at such other place within Malaysia as is specified for that purpose in the notice convening the meeting not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named as proxy in such instrument proposes to vote, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

Article 96

A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid, notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed, or the transfer of share (including a transfer pursuant to the Rules) in respect of which the instrument of proxy is given provided that no intimation in writing of such death, unsoundness of mind, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting (or in the case of a poll, before the time appointed for the taking of the poll) at which the instrument is used.

Article 114

- (1) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, 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 obligations of the Company or of any third party PROVIDED ALWAYS that nothing contained in these Articles shall authorise the Directors to 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 or other securities, whether outright or as security, for any debt, liability or obligation of an unrelated third party.
- (2) The Directors shall cause a proper register to be kept in accordance with Section 115 of the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of Section 108 of the Act in regard to the registration of mortgages and charges therein specified.

16. ADDITIONAL INFORMATION (Cont'd)

- (3) If the Directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

Article 125

Subject to these Articles, questions arising at any meeting of the Directors shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote except where:-

- (a) two (2) Directors form a quorum and only such a quorum is present at the meeting; or
- (b) only two (2) Directors are competent to vote on the question at issue.

Article 130

A Director shall not vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly a personal interest nor any contract or proposed contract or arrangement with any other company in which he is interested either as an officer of that other company or as a holder of shares or other securities in that other company, and if he does so vote his vote, shall not be counted.

Article 131

A Director notwithstanding his interest may, PROVIDED THAT none of the other Directors present disagree, be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company, (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the terms of any such appointment as hereinafter mentioned are considered or where any decision is taken upon any contract or arrangement in which he is in any way interested PROVIDED ALWAYS that he has complied with Section 131 and all other relevant provisions of the Act and of these Articles.

16.2.4 Changes in Capital and Variation of Class Rights

The provisions of the Company's Articles of Association dealing with changes in capital and variation of class rights are as follows:

Article 3

The authorised capital of the Company shall be as specified in the Memorandum of Association of the Company. The Company may from time to time by ordinary resolution, change its authorised share capital.

16. ADDITIONAL INFORMATION (Cont'd)

Article 16

Notwithstanding Article 17 hereof, the repayment of any preference capital other than redeemable preference capital, or any other alteration of preference shareholders' rights, shall only be made pursuant to a special resolution of the preference shareholders concerned, PROVIDED ALWAYS that where the necessary majority for such a special resolution is not obtained at the meeting, consent in writing, if obtained from the holders of three-fourths (3/4) 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 17

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 shares of that class) may, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class, or with 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, but so that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-tenth (1/10) of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution the provisions of Section 152 of the Act shall, with such adaptations as are necessary, apply.

Article 18

The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards to participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

Article 58

- (1) The Company may from time to time by ordinary resolution :-
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum and Articles of Association (subject nevertheless to the provisions of the Act) and so that in the subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the shares from which the reduced share is derived. Any resolution whereby any share is sub-divided may determine that, as between the holders of shares resulting from such subdivision, one or more of such shares may have such preferred or other special rights over, or may be given any preference of advantage as regards dividends, return of capital voting or otherwise over the other or others of such shares; or

16. ADDITIONAL INFORMATION (Cont'd)

- (c) cancel any shares which at the date of the passing of the resolution have not been taken up or agreed to be taken up by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- (2) The Company may by special resolution reduce its share capital and any capital redemption reserve fund or any share premium account in any manner authorised by the Act and subject to any consent required by the law.

16.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in the Corporate Information Section of this Prospectus.
- (ii) A Director is not required to hold any qualification shares in the Company unless otherwise so fixed by the Company at a general meeting.
- (iii) Save as disclosed below, and highlighted in Section 9.1.2 and Section 9.1.4 of this Prospectus, there are no existing and potential related-party transactions and conflicts of interest in relation to the DCB Group and its related parties that involve Directors, Substantial Shareholders and key management personnel of the DCB Group and Promoters:
 - (a) On 1 February 2002, DTSB entered into a Tenancy Agreement with Magna Eden Sdn Bhd for the rental of No. 8, Green Hall, 10200 Penang, to Magna Eden Sdn Bhd for a period from 1 February 2002 to 31 January 2005 for a monthly rental of RM2,000 per month. The tenancy agreement terminated with effect from 1 April 2003.
 - (b) On 1 February 2000, RGBSB entered into a Tenancy Agreement with Standard RGB Pte Ltd for the rental of No. 65, Sims Avenue #08-04, Yi Xiu Factory Building, Singapore, to Standard RGB Pte Ltd for a period from 1 February 2000 to 31 January 2002 for a monthly rental of SGD1,000 per month. The tenancy period was extended to 31 January 2004 vide a letter dated 1 December 2001.
 - (c) On 22 June 2000, DTSB entered into a Tenancy Agreement with Euro Computer Engineering & Parts Sdn Bhd for the rental of No. 8, Green Hall, 10200 Penang, to Euro Computer Engineering & Parts Sdn Bhd for a period from 1 July 2000 to 30 June 2002, with an option for renewal for a further two (2) years, for a monthly rental of RM4,500 per month. Subsequently, the rental was revised to RM5,000 per month with effect from 1 February 2001.
 - (d) On 22 June 2000, DTSB entered into a Tenancy Agreement with RGB System Sdn Bhd for the rental of No. 8, Green Hall, 10200 Penang, to RGB System Sdn Bhd for a period from 1 July 2000 to 30 June 2002, with an option for renewal for a further two (2) years, for a monthly rental of RM4,000 per month. This tenancy has been extended to 30 June 2004.
 - (e) On 1 August 2000, DTSB entered into a Tenancy Agreement with Great World Inc. for the rental of No. 8, Green Hall, 10200 Penang, to Great World Inc. for a period from 1 August 2000 to 30 July 2003, with an option for renewal for a further three (3) years, for a monthly rental of RM2,500 per month. This tenancy has been extended to 30 July 2006.

16. ADDITIONAL INFORMATION (Cont'd)

- (f) On 1 August 1999, DTSB entered into a Tenancy Agreement with Dreamgate (Malaysia) Sdn Bhd for the rental of No. 8, Green Hall, 10200 Penang, to Dreamgate (Malaysia) Sdn Bhd for a period from 1 July 1999 to 30 June 2002, with an option for renewal for a further three (3) years, for a monthly rental of RM2,500 per month. This tenancy has been extended to 30 June 2005.

- (g) RGBSB charges the following companies a monthly repair and maintenance charge as follows:

Companies	Amount of estimated charges for the year ending 31 December 2003
	RM
Amity Engineering Sdn Bhd	15,600
Amity Energy Sdn Bhd	9,360
Dreamgate (Malaysia) Sdn Bhd	43,800
Euro Computer Engineering & Parts Sdn Bhd	43,680
Manju Sdn Bhd	19,500
RGB System Sdn Bhd	62,560
Suneka Sdn Bhd	19,500

- (h) RGBSB and DTSB incur fees from Harvard Management Consultants Sdn Bhd for secretarial services rendered at a quarterly fee of RM750 and RM300, respectively.

- (i) RGBSB has sales transactions with the following companies:

Companies	Amount of estimated sales for the year ending 31 December 2003
	RM
Dreamgate (Malaysia) Sdn Bhd	581,000
RGB System Sdn Bhd	628,000
Standard RGB Pte Ltd	2,000,000
Sigma Gaming Technology Pte Ltd	1,000,000
Suneka Sdn Bhd	172,500
Manju Sdn Bhd	30,000

- (j) RGLB has purchase transactions with Standard RGB Pte Ltd which is estimated at RM2,500,000 for the year ending 31 December 2003.

- (k) DTSB currently incurs filing fees from Chuah & Associates Tax Services Sdn Bhd amounting to RM520 per annum.

- (l) RGBSB had given an undertaking to Mpumalanga Gaming Board, South Africa, to provide funding for Magna Eden Sdn Bhd for whatever amount is required in respect of Magna Eden Sdn Bhd's investment in Magic Slots South Africa (Pty) Ltd, in relation to the South Africa gaming operations. To-date, RGBSB has not been requested to provide any funding whatsoever in respect of the above undertaking. As at 8 December 2003, the investment in Magic Slots South Africa (Pty) Ltd is RM241, being the amount subscribed for shares in Magic Slots South Africa (Pty) Ltd by Magna Eden Sdn Bhd.

16. ADDITIONAL INFORMATION (Cont'd)

- (m) Chuah Poh Aun, Promoter and Non-Independent Non-Executive Director / Chairman of DCB, is the sole proprietor of Chuah Poh Aun Amusements Co.
- (n) Datuk Chuah Kim Seah, Promoter and Managing Director of DCB, is:
 - i. the shareholder and director of Magna Eden Sdn Bhd;
 - ii. the shareholder and director of Standard RGB Pte Ltd;
 - iii. the shareholder of Sigma Gaming Technology Pte Ltd; and
 - iv. the shareholder of Great World Inc., who in turn is the shareholder of both Poipet Investment Limited and Grand Harvest Pte Ltd, all incorporated pursuant to the Offshore Companies' Act, 1990.
- (o) Chuah Kim Heng, Promoter, is the sole proprietor of Chuah Amusement Sales & Service, which is involved in sales and marketing of amusement machines.
- (p) Chuah Kim Chiew, Promoter and Non-Independent Non-Executive Director of DCB, is:
 - i. the shareholder and director of Standard RGB Pte Ltd; and
 - ii. the director of Sigma Gaming Technology Pte Ltd.
- (q) Lim Tow Boon, Executive Director of DCB, is:
 - i. the shareholder and director of Magna Eden Sdn Bhd;
 - ii. the shareholder and director of Standard RGB Pte Ltd; and
 - iii. the shareholder and director of Sigma Gaming Technology Pte Ltd.

Save as disclosed in Section 16.3 (iii) above, there are no other contracts or arrangements subsisting at the date of this Prospectus in which a Director or Substantial Shareholder is interested and which is significant in relation to the business of the DCB Group taken as a whole.

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16. ADDITIONAL INFORMATION (Cont'd)

- (iv) According to the Register of Directors' Shareholding of DCB as at 8 December 2003 (being the latest practicable date prior to the printing of this Prospectus), the names and the respective interests of the Directors before and after the Share Issues are as follows:

Directors	Before the Share Issues				After the Shares Issues			
	Direct Interest		Indirect Interest		Direct Interest		Indirect Interest	
	No. of DCB Shares	%	No. of DCB Shares	%	No. of DCB Shares	%	No. of DCB Shares	%
Chuah Poh Aun ⁽¹⁾	915	(2)	-	-	30,915 ⁽³⁾	(2)	-	-
Datuk Chuah Kim Seah	109,906,830	53.46	-	-	109,906,830	39.25	-	-
Chuah Kim Chiew	8,921,398	4.34	-	-	8,921,398	3.19	-	-
Mazlan Bin Ismail	-	-	84,000,662 ⁽⁴⁾	40.86 ⁽⁴⁾	-	-	84,000,662 ⁽⁴⁾	30.00 ⁽⁴⁾
Lim Tow Boon	-	-	-	-	2,900,000 ⁽⁵⁾	1.04 ⁽⁵⁾	-	-
Wong Chee Fai	-	-	-	-	1,400,000 ⁽⁵⁾	0.50 ⁽⁵⁾	-	-
Ooi Teng Chew	-	-	-	-	-	-	-	-
Chng Hee Kok	-	-	-	-	-	-	-	-

Notes:

⁽¹⁾ Chuah Poh Aun is the father of Datuk Chuah Kim Seah and Chuah Kim Chiew

⁽²⁾ Negligible

⁽³⁾ Shareholding of Chuah Poh Aun includes 30,000 DCB Shares based on the assumption that he subscribed to his entitlement pursuant to the allocation of shares to the Eligible Directors and Employees under the Public Issue

⁽⁴⁾ Deemed interested via his substantial shareholding in GJSB

⁽⁵⁾ Shareholdings of Lim Tow Boon and Wong Chee Fai are based on the assumption that they subscribe to their respective entitlements pursuant to the allocation of shares to the Eligible Directors and Employees under the Public Issue

- (v) According to the Register of Substantial Shareholders as at 8 December 2003 (being the latest practicable date prior to the printing of this Prospectus), the names and the respective interests of the Substantial Shareholders (with 5% or more shareholding, directly and indirectly) before and after the Share Issues are as follows:

Shareholders	Before the Share Issues				After the Shares Issues			
	Direct Interest		Indirect Interest		Direct Interest		Indirect Interest	
	No. of DCB Shares	%	No. of DCB Shares	%	No. of DCB Shares	%	No. of DCB Shares	%
Datuk Chuah Kim Seah	109,906,830	53.46	-	-	109,906,830	39.25	-	-
GJSB	84,000,662	40.86	-	-	84,000,662	30.00	-	-

16. ADDITIONAL INFORMATION (Cont'd)

- (vi) Save as disclosed in Section 9.1.4 of this Prospectus, none of the Directors, Substantial Shareholders and Promoters have any interests, direct and/or indirect, in any business, either quoted or unquoted on a recognised stock exchange which carries on similar trade as the Group.
- (vii) Save as disclosed in Section 4.1.3 of this Prospectus, the Directors are not aware of any persons who are able, directly or indirectly, jointly or severally, to exercise control over the DCB Group.

16.4 General Information

- (a) The nature of the Group's business is set out in Section 5 of this Prospectus. The names of all corporations which are deemed to be related to the Company by virtue of Section 6 of the Act and their respective business activities are set out under the same section of this Prospectus.
- (b) The Group has not established a place of business outside Malaysia save and except as disclosed below:
 - (i) Macau SAR;
 - (ii) Singapore;
 - (iii) Philippines; and
 - (iv) Cambodia.
- (c) The name and address of the Auditors and Reporting Accountants of the Group are set out in the Corporate Information section of this Prospectus.
- (d) The manner in which copies of this Prospectus together with the Application Form and envelopes may be obtained is set out in Section 17 of this Prospectus.
- (e) The time of the opening and closing of the Application Lists is set out in Section 17 of this Prospectus.
- (f) The amount payable in full on application of the Issue Shares is RM0.50 per DCB Share.
- (g) No amount or benefit has been paid or given within the two (2) years preceding the date of this Prospectus, nor is it intended to be so paid or given, to any promoter except for dividends paid and any remuneration received in the course of employment.
- (h) Save as disclosed in Section 4 and Section 11.5 of this Prospectus, the Directors are not aware of any material information including trade factors or risks which are unlikely to be known or anticipated by the general public and which could materially affect the profits of the Group.
- (i) Save as disclosed in Section 4 and Section 11.5 of this Prospectus, the financial conditions and business operations of the Group are not materially affected by any of the following:
 - (i) known trends or known demands, commitments, events or uncertainties that will result in or are reasonably likely to result in the Group's liquidity increasing or decreasing in any material way;
 - (ii) unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from the operations of the Group;

16. ADDITIONAL INFORMATION (Cont'd)

- (iii) known trends or uncertainties that have had or the Group reasonably expects to have a material favorable or unfavorable impact on the revenues or operating income; and
- (iv) material commitments for capital expenditure.
- (j) Save as disclosed in Section 5 and item (b) above, the Group has not established a place of business outside Malaysia.
- (k) As at 8 December 2003, the Group does not have any outstanding convertible debt securities.
- (l) During the FYE 31 December 2002 and the current financial period for the six (6) months ended 30 June 2003, there were no:
 - (i) public takeover offers by third parties in respect of the Company's shares; and
 - (ii) public takeover offers by the Company in respect of other company's shares.
- (m) There are no properties acquired or proposed to be acquired by DCB Group in contemplation of the Share Issues.

16.5 Expenses and Commissions

Save as disclosed below, no commission, discounts, brokerage or other special terms has been paid or is payable by the Company within the two (2) years preceding the date of this Prospectus in connection with the issue or sale of any capital or debenture of the Group and no Director or Promoter or expert is or are entitled to receive any such payment:

- (a) Underwriting commission is payable by the Company to the Underwriters mentioned in Section 3.9 and 3.10 of this Prospectus at the rate of 2.0% of the Issue Price on the total number of DCB Shares underwritten which form the subject of this Prospectus.
- (b) Placement fee is payable by the Company to the Placement Agent at the rate of 2.0% of the Issue Price on the 63,000,000 Placement Shares
- (c) Brokerage is payable by the Company at the rate of 1.0% of the Issue Price in respect of successful applications bearing the stamps of Aseambankers, a member company of the KLSE, a member of the Association of Banks in Malaysia, a member of the Association of Merchant Banks in Malaysia or MIDFCCS.
- (d) The estimated expenses indicated for the Listing amounting to approximately RM3,000,000 shall be borne by the Company.
- (e) No commission, discount, brokerage or other special terms have, within the two (2) preceding years of the date of this Prospectus, been paid or granted or is payable to any Promoter or Director for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscription for any shares in or debentures of the Company in connection with the issue of sale of any capital of the Company.

16. ADDITIONAL INFORMATION (Cont'd)

16.6 Material Contracts

Save as disclosed below, there are no contracts (not being contracts entered into the ordinary course of business) which are or may be material which have been entered into by the DCB Group within the two (2) years preceding the date of this Prospectus:

- (a) DCB had on 18 March 2003 entered into a Conditional Share Sale Agreement with the Vendors of DTSB for the acquisition by DCB of 550,000 ordinary shares of RM1.00 each, representing the entire issued and fully paid-up share capital of DTSB for a total consideration of RM832,951. The purchase consideration was satisfied by the issuance of 8,329,500 new DCB Shares at an issue price of approximately RM0.10 per DCB Share. Subsequently on 9 September 2003, DCB entered into a supplemental agreement with the Vendors of DTSB, whereby the parties to the agreement agree to waive the requirement for approval from the FIC as a condition precedent to the Acquisition of DTSB.
- (b) DCB had on 18 March 2003 entered into a Conditional Share Sale Agreement with the Vendors of RGSB for the acquisition by DCB of 1,000,000 ordinary shares of RM1.00 each, representing the entire issued and fully paid-up share capital of RGSB for a total consideration of RM9,150,602. The purchase consideration was satisfied by the issuance of 91,500,400 new DCB Shares at an issue price of approximately RM0.10 per DCB Share. Subsequently on 9 September 2003, DCB entered into a supplemental agreement with the Vendors of RGSB, whereby the parties to the agreement agree to waive the requirement for approval from the FIC as a condition precedent to the Acquisition of RGSB.
- (c) DCB had on 18 March 2003 entered into a Conditional Share Sale Agreement with the Vendor of RGL for the acquisition by DCB of 1 ordinary share of USD1, representing the entire issued and fully paid-up share capital of RGL for a total consideration of RM10,574,226 satisfied by the issuance of 105,742,080 new DCB Shares at an issue price of approximately RM0.10 per DCB Share. Subsequently on 9 September 2003, DCB entered into a supplemental agreement with the Vendors of RGL, whereby the parties to the agreement agree to waive the requirement for approval from the FIC as a condition precedent to the Acquisition of RGL.
- (d) On 30 December 2002, RGSB entered into a Sales and Purchase Agreement with Manju Sdn Bhd for the disposal of a property known as Lot 1820 HS(D) 26112, Town of Prai, District of Seberang Perai Tengah, State of Penang for a cash consideration of RM520,000.

16.7 Material Agreements

Save for the shareholders' agreement entered into between RGL and TCS Aces Pty Ltd on 25 July 2002 to establish TCS Asia, a joint venture company for the sale and distribution of gaming table equipment in Asia to be based in Macau SAR, there are no other material agreements which have been entered into by DCB Group. Subsequently on 25 January 2003, RGL and TCS Aces Pty Ltd mutually agreed to terminate the shareholders' agreement.

16.8 Material Litigation

As at 8 December 2003, neither DCB nor its subsidiary companies and associated corporations are engaged in any material litigation or arbitration either as plaintiff or defendant which has a material and adverse effect on the financial position or business of the DCB Group, and the Directors do not know of any proceedings pending or threatened against DCB Group or of any fact likely to give rise to any proceedings which might materially and adversely affect the position or business of DCB Group.

16. ADDITIONAL INFORMATION (Cont'd)

16.9 Responsibility Statement

Aseambankers, acknowledges that, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Share Issues and DCB Group.

This Prospectus has been seen and approved by the Directors and the Promoters and they collectively and individually accepts 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 false or misleading statements or other facts the omission of which would make any statement in this Prospectus false or misleading.

16.10 Consent

- (a) The written consent of the Adviser and Managing Underwriter, Underwriters, Placement Agent, Sponsor, Principal Bankers, Solicitors, Share Registrar, Company Secretaries 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;
- (b) The written consent of the Group's Auditors and Reporting Accountants to the inclusion in this Prospectus of their Accountants' Report and their letters relating to the Proforma Consolidated Balance Sheets as at 30 June 2003 in the manner and form in which they are contained in this Prospectus has been given before the issue of this Prospectus and have not subsequently been withdrawn;
- (c) The written consent of the Valuers to the inclusion in this Prospectus of their name and their letter relating to the valuations of the landed properties in the manner and form in which they are contained in this Prospectus has been given before the issue of this Prospectus and have not subsequently been withdrawn; and
- (d) The written consent of the Independent Business and Market Research Consultants to the inclusion in this Prospectus of their name and their Independent Business And Market Research Report in the manner and form in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

16.11 Documents for Inspection

Copies of the following documents are available for inspection 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) Memorandum and Articles of Association of DCB;
- (b) The Accountants' Report and Directors' Report as included in Section 12 and Section 15 of this Prospectus, respectively;
- (c) The Reporting Accountants' Letters relating to the Proforma Consolidated Balance Sheets as at 30 June 2003 of the Company as included in Section 11.7 of this Prospectus;
- (d) The letters of consent referred to in Section 16.9 of this Prospectus;
- (e) Material contracts referred to in Section 16.6 of this Prospectus;
- (f) Declaration of the Advisers referred to in Section 9.2 of this Prospectus;

16. ADDITIONAL INFORMATION (Cont'd)

- (g) Independent Business and Market Research Report prepared by Vital Factor Consulting Sdn Bhd as included in Section 14 of this Prospectus and the following reports prepared by Vital Factor Consulting Sdn Bhd:
 - (i) Business Information of Dreamgate Corporation Bhd;
 - (ii) Five-Year Business Development Plan of Dreamgate Corporation Bhd; and
 - (iii) Assessment of the Gaming Machine and Equipment Industry.

- (h) Audited financial statements of:
 - (i) RGBSB;
 - (ii) RGBL; and
 - (iii) DTSB; and

- (i) A copy of the Valuers' Letter referred to in Section 13 of this Prospectus and the Valuation Reports referred therein.

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