
17. ADDITIONAL INFORMATION

17.1 Share Capital

- (i) No shares will be allotted 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) There is only one class of shares in the Company, namely ordinary shares of RM0.10 each, all of which rank pari passu with one another.
- (iv) Save as disclosed in Sections 6.2, 6.3 and 6.5 of this Prospectus, no shares or debentures of the company or its subsidiaries have been issued or been agreed to be issued, or is proposed to be issued as fully or partly paid-up, in cash or otherwise, within the two (2) years immediately preceding the date of this Prospectus.
- (v) The company and its subsidiaries have no outstanding convertible debt securities.
- (vi) Other than the 3,125,000 Public Issue Shares offered to the eligible employees of the CBS Group as disclosed in Section 3.5 of this Prospectus and the ESOS as disclosed in Section 6.3 of this Prospectus:
 - (a) no person or employee of the Group has been offered or is entitled to be given an option to purchase or subscribe for any shares or debenture of the company or its subsidiaries; and
 - (b) there is no other scheme involving the employees of the Group in the shares of the Company or its subsidiaries

17.2 Articles of Association

The provision in the Articles of Association of the Company (The words and expressions appearing in the following provisions shall bear the same meanings used in the Company's Articles of Association), the MMLR, the Act and the Rules of MCD in respect of the arrangements for transfer of securities and restrictions on their free transferability are as follows: -

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17. ADDITIONAL INFORMATION (Cont'd)

17.2.1 Transfer of Securities and Transmission of Securities

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

(i) Articles of Association of the Company**Article 21 – Transfers of securities**

The transfer of any listed security or class of listed security of the Company shall be by way of book entry by the Central Depository in accordance to the rules of the Central Depository, and notwithstanding Sections 103 and 104 of the Act, but subject to Section 107C(2) of the Act and any exemption that may be made from compliance with Section 107C(1) of the Act, the company shall be precluded from registering and effecting any transfer of the listed securities.

Articles 24 – Suspension of registers

The registration of the 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) days in the year. Subject always to the Listing Requirements of MASEB, at least twelve (12) market days' notice of intention to close the said register shall be published in a daily newspaper circulating in Malaysia and shall be also be given to MASEB. The said notice shall state the purpose or purposes for which the register is being closed. At least three (3) market days prior notice shall be given to the Central Depository to prepare the appropriate Record of Depositors is required in respect of corporate actions, at least seven (7) market days prior notice shall be given to the Central Depository.

Article 25 – Renunciation

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

(ii) Companies Act, 1965

The provisions within the Companies Act, 1965 on the transferability of securities are as follows: -

Section 103 – Instrument of Transfer

- (1) Notwithstanding anything in its articles a company shall not register a transfer of shares or debentures unless a proper instrument of transfer in the prescribed form has been delivered to the company, but this subsection shall not prejudice any power to register as a shareholder or debenture holder any person to whom the right to any shares in or debentures of the company has been transmitted by operation of law.

17. **ADDITIONAL INFORMATION (Cont'd)**

- (1A) Nothing in this section shall be construed as affecting the validity of any instrument which would be effective to transfer shares or debentures apart from this section; and any instrument purporting to be made in any form which was common or usual in use, or in any other form authorised or required for that purpose apart from this section before the commencement of this Act, shall be sufficient, whether or not it is completed in accordance with the prescribed form, if it complies with the requirements as to execution and contents which apply to a transfer.

Provided that a company shall be precluded from registering a transfer of shares or debentures, the title of which is evidenced by a certificate that is issued on or after the date of coming into operation of this subsection unless a proper instrument of transfer in the prescribed form has been delivered to the company.

Section 107C – Transfer of Securities is by way of book entry

- (1) On or after the coming into operation of this section, the transfer of any securities or class of securities of a company whose securities or any class of whose securities have been deposited with a central depository shall be by way of book entry by the central depository in accordance with the rules of the central depository and, notwithstanding Sections 103 and 104, such company shall be precluded from registering and effecting any transfer of securities.
- (2) Subsection (1) shall not apply to a transfer of securities to a central depository or its nominee company.

(iii) Rules of the MCD

The rules within MCD on the transferability of securities are as follows:-

Rule 8.01 (2) – Rejection of transfer

The Central Depository may, in its absolute discretion, reject a transfer request made by a depositor thereunder, where the reason for the said transfer does not fall within any of the approved reasons stipulated under Rule 8.03(1)(c).

Rule 8.05A – Transfer from the principal or nominee account

Transfers made by the authorised depository agent from the agent's principal or nominee account shall be subject to the Rules in this Chapter.

17. ADDITIONAL INFORMATION (Cont'd)

Rule 9.03(2) – Documents to lodge

It shall be the responsibility of the authorised depository agent, in processing the transfer between two securities accounts belonging to different depositors (hereinafter the transfer is referred to as "the inter-account transfer"), to check and ensure the completeness, accuracy and/or genuineness of the documents lodged as follows: -

- (a) the prescribed Form FTF010 (request for ordinary transfer of securities form) or Form FTF015 (request for express transfer of securities form) fully and properly completed in triplicate;
- (b) the Transferring Depositor has executed the Transferor portion on the said form duly witnessed by another person (other than the depositor's spouse);
- (c) the Transferring Depositor has stated his reason for the transfer and that the reason is or are amongst any of the approved reasons as stated herein below:-
 - (i) transmission and transfer of securities arising from the provisions of any written law or an order of court of competent jurisdiction;
 - (ii) rectification of errors;
 - (iii) pledge, charge or mortgage;
 - (iv) mandatory offer pursuant to the provisions of the Malaysian Code On Takeover and Mergers 1987;
 - (v) any other circumstances as deemed fit by the Central Depository after consultation with the Securities Commission;
- (d) documents to support the reason for the transfer; and
- (e) such other accompanying documents duly processed in such manner as the Central Depository may from time to time determine in its Procedures Manual.

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17. **ADDITIONAL INFORMATION (Cont'd)**

(iv) ***Listing Requirements***

The provisions of the Listing Requirements on the transferability of securities are as follows: -

Clause 7.13 – Transfers of securities

The transfer of any securities or class of securities of the company, shall be by way of book entry by the Central Depository in accordance with the Rules of the Central Depository and, notwithstanding Sections 103 and 104 of the Companies Act, 1965, but subject to subsection 107C(2) of the Companies Act, 1965 and any exemption that may be made from compliance with subsection 107C(1) of the Companies Act, 1965, the company shall be precluded from registering and effecting any transfer of securities.

Clause 7.14– Transmission of securities from Foreign Register

(1) **Where: -**

- (a) the securities of a company are listed on an Approved Market Place; and
- (b) such company is exempted from compliance with Section 14 of the Securities Industry (Central Depositories) Act, 1991 or Section 29 of the Securities Industry (Central Depositories) (Amendment) Act, 1998, as the case may be, under the Rules of the Central Depository in respect of such securities,

such 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 (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") provided that there shall be no change in the ownership of such securities.

- (2) For the avoidance of doubt, no company which fulfils the requirements of subparagraphs (1)(a) and (b) above shall allow any transmission of securities from the Malaysian Register into the Foreign Register.

17. ADDITIONAL INFORMATION (Cont'd)

17.2.2 Remuneration of Directors

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

Article 86 – Directors' remuneration

Remuneration of Directors shall from time to time be determined by the Company in general meeting, and such remuneration shall be divided among the Directors in such proportions and manner as the Directors may determine. Provided always that:-

- (i) fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
- (ii) salaries payable to Directors who hold an executive office in the Company may not include a commission on or percentage of turnover;
- (iii) 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; and
- (iv) any fee paid to an alternate Director shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

Article 96 – Reimbursement of expenses

- (i) The Directors shall be paid all their travelling and other expenses properly and necessarily expended by them in and about the business of the Company including their travelling and other expenses incurred in attending the Board Meetings of the Company.
- (ii) If any Director whether he holds an executive or non-executive position in the Company, being willing shall be called upon to perform extra services or to make any special arrangement in going or residing away from his usual place of business or residence for any of the purpose of the Company or in giving special attention to the business of the Company as a member of the committee of Directors, the Company may remunerate the Director so doing if he holds an executive position in the Company, either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) and if he holds a non-executive position in the Company, either by a fixed sum or otherwise (other than by a sum to include a commission on or percentage of turnover) and such remuneration may be either in addition to or in substitution for his or their share in the remuneration from time to time provided for the Directors

17. ADDITIONAL INFORMATION (Cont'd)

Article 91 - Remuneration of Managing Director

The remuneration of the Managing Director may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover.

17.2.3 Voting and Borrowing Powers of Directors

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

Articles 112 – Borrowing powers of Directors

Subject to Article 113, the Directors may from time to time at their discretion raise or borrow for the purpose of the Company such sums of money as they think proper and may also raise or secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company, charged upon all or any part of the property of the Company (both present and future) including uncalled capital, or by means of charges, mortgages, bonds and dispositions in security or bonds or cash deposit, with or without power of sale, and upon such other terms and conditions as the Directors shall think fit.

Articles 113 - Borrowings for unrelated third parties prohibited

The Directors shall not borrow any money or mortgage or charge any of the Company 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 any unrelated third party.

Article 115 - Meetings of Directors

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Subject to these Articles, questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote except where only two (2) Directors are competent to vote on the question at issue. Directors may participate in a meeting of the Directors by means of a conference telephone or similar electronic tele-communicating equipment by means of which all persons participating in the meeting can hear each other and participates throughout the duration of the communication between the Directors and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

17. ADDITIONAL INFORMATION (Cont'd)

Articles 121(1) – Declaration of interest and restriction of voting

A Director who is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act. 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 and if he should do so his vote should not be counted, nor shall be counted in the quorum present at the meeting, but neither of these prohibitions shall apply to:-

- (a) any arrangement for giving any Director any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiaries; or
- (b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of a security.

17.2.4 Changes in Share Capital and Variation of Class Rights

The provisions in the Articles of Association of the Company as to changes in share capital and variation of class rights, which are no less stringent than those required by law, are as follows: -

Articles 7 – Modification of class rights

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 whether or not the Company is being wound up, be varied 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 meetings, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be three (3) persons at least holding or representing by proxy one-third (1/3) 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, Section 152 of the Act shall apply with such adaptations as may be necessary.

Articles 8 – Ranking of class rights

The rights conferred upon the holders of the shares of any class 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 participation in the profits or assets of the Company in some or in all respects *pari passu* therewith.

17. ADDITIONAL INFORMATION (Cont'd)

Articles 47 – Power to increase capital

The Company may from time to time, whether all the shares for the time being authorised shall have been issued or all the shares for the time being issued shall have been fully called up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount and to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company by the resolution authorising such increase directs.

Articles 50 – Alteration of capital

The Company may from time to time by ordinary resolution:-

(a) Power to consolidate shares

consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) Power to sub-divide shares

subdivide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association, so however that in subdivision the proportion between the amount paid and the amount (if any) unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; or

(c) Power to cancel shares

cancel shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled.

Articles 51 – Powers to reduce capital

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

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17. ADDITIONAL INFORMATION (Cont'd)

17.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in Section 1 of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company at general meeting.
- (iii) Details on the direct and indirect interest of substantial shareholders (holding 5% or more of the issued and paid-up share capital) of CBS before and after the Public Issue and assuming full exercise of ESOS Options are set out in Section 9.1 of this Prospectus.
- (iv) Details on the direct and indirect interests of the Directors in the shares of the CBS Group before and after the Public Issue and assuming full exercise of ESOS Options are set out in Section 9.1 of this Prospectus.
- (v) None of the Directors or substantial shareholders of the company has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiary companies.
- (vi) Save as disclosed in Sections 10.1 and 17.6 of this Prospectus, none of the Directors have any interest in any contract or arrangement, which is significant in relation to the business of the Company and its subsidiary companies taken as a whole subsisting at the date of this Prospectus.

17.4 General

- (i) The names of the CBS Group's business and the names of all corporations, which are deemed to be related to the CBS Group by virtue of Section 6 of the Act are set out in Section 6 of this Prospectus.
- (ii) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (iii) None of the Promoters, Directors or substantial shareholders of the CBS Group has received any amounts or benefits paid or given by the Company other than by virtue of their directorship as disclosed in Section 9.4.3 of this Prospectus within the two (2) years preceding the date of this Prospectus, nor is it intended to be so paid or given.
- (iv) The Company and its subsidiary companies have not established a place of business outside Malaysia.
- (v) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 18 of this Prospectus.
- (vi) The date and time of the opening of the Application Lists of the Public Issue is set out in Section 18 of this Prospectus.
- (vii) The amount payable in full on application is RM0.32 per Share.

17. ADDITIONAL INFORMATION (Cont'd)

- (viii) Save as disclosed in Section 9 of this Prospectus, the Directors of CBS are not aware of any persons who directly or indirectly, jointly or severally, exercise control over the Company and its subsidiary companies.

17.5 Material Litigation

Neither CBS nor its subsidiary companies is engaged in any litigation or arbitration, either as plaintiff or defendant which has a material effect on the financial position of CBS or its subsidiary companies, and the Directors of the Company have no knowledge of any proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect the position or business of the Company or its subsidiary companies.

17.6 Material Contracts

Save as disclosed below, there are no contracts which are or may be material, not being contracts entered into in the ordinary course of business, which have been entered into by the Company and its subsidiary companies during the two (2) years preceding the date of this Prospectus.

- (i) Sale and Purchase Agreement dated 30 June 2003 between Cyber, the Purchaser and Sun Chee Kong and Tan Chong Chew @ Tan Ying Ying, the Vendors for the acquisition of all that piece of land held under H.S.(D) 88291, PT 25176, Mukim Sungai Buloh, Daerah Petaling, Negeri Selangor together with a 3 storey shop cum office unit known as No. 15, Jalan Ara SD 7/3A, Bandar Sri Damansara, 52200 Kuala Lumpur for a total cash consideration of RM800,000. The acquisition has been completed and is currently pending extraction of the original title from the land office;
- (ii) Sale and Purchase Agreement dated 30 June 2003 between Cyber, the Purchaser and Sun Chee Kong and Tan Chong Chew @ Tan Ying Ying, the Vendors for the acquisition of all that piece of land held under H.S.(D) 102344, PT 541, Pekan Bukit Kepayang, Mukim Rasah, Daerah Seremban, Negeri Sembilan together with a 3 storey shop cum office unit known as No. 443, Jalan Haruan 4/3, Pusat Komersial Oakland, Seremban for a total cash consideration of RM270,000. The acquisition has been completed and is currently pending extraction of the original title from the land office;
- (iii) Conditional Share Sale Agreement dated 8 September 2003 between CBS, the Purchaser and Sun Chee Kong, Tan Chong Chew @ Tan Ying Ying, Common Direction Sdn Bhd, Keith Bernard Capel, Lee Siew Ken, Wong Kang Sai, Lai Soon Onn, Ng Chee Keong, See Leng Chee and Lim Chye Guan, the Vendors for the acquisition of 3,223,226 ordinary shares of RM1.00 each representing 100% of the issued and paid-up capital of Cyber for a total purchase consideration of RM3,223,226 only to be satisfied wholly by the issuance of 3,223,226 ordinary shares in CBS at an issue price of RM1.00 per ordinary share. The acquisition was completed on 19 January 2004;
- (iv) Conditional Share Sale Agreement dated 8 September 2003 between CBS, the Purchaser and Sun Chee Kong and See Leng Chee, the Vendors for the acquisition of 35,000 ordinary shares of RM1.00 each representing 100% of the issued and paid-up capital of Netgen for a total purchase consideration of RM2,500,000 only to be satisfied wholly by the issuance of 2,500,000 ordinary shares in CBS at an issue price of RM1.00 per ordinary share. The acquisition was completed on 19 January 2004; and
- (v) Underwriting Agreement dated 15 March 2004 between CBS and PMBB for the underwriting of 6,875,000 ordinary shares for an underwriting commission of 2.0% of the IPO price of RM0.32 per share.

17. ADDITIONAL INFORMATION (Cont'd)

17.7 Material Agreements

Save as disclosed below, there are no other subsisting material agreements which have been entered into by the Company and its subsidiary companies preceding the date of this Prospectus.

- (i) Distribution Agreement dated 22 July 1996 between DPE & Associates, Inc. USA ("DPE") and Cyber for the appointment of Cyber as its exclusive distributor for DPE's software product "SIM2000" in the territory of Malaysia. DPE had vide its letter dated 2 September 2003 confirmed Cyber as its sole distributor in Malaysia for its products including Xabove/CICS for VSE/ESA and OS/390;
- (ii) Software Distribution Agreement dated 12 June 1998 between Mobius Management Systems (Australia) Pty. Ltd. ("Mobius Australia") and Cyber for the appointment of Cyber as its non exclusive distributor for Mobius Australia's software products "INFOPAC", "ViewDirect" and "DocumentDirect" in the territory of Malaysia for a term of 1 year. Mobius Australia had on 20 August 2003 issued a letter certifying Cyber as its sole distributor of Mobius in Malaysia;
- (iii) Software Distribution Agreement dated 6 August 1999 between ASG and Cyber for the appointment of Cyber as its non exclusive distributor for ASG's software products "ASG-VISTA" "ASG-JCLPREP" "ASG-XPATH" in the territory of Malaysia. ASG had subsequently vide its letter dated 2 July 2003 confirmed Cyber as its exclusive local distributor in Malaysia for the entire suite of software products owned and marketed by ASG, including "ASG-Zeke" "ASG-Zara" and "ASG-Oasis" with effect from 1 October 2003;
- (iv) Agreement to the Statement of Works for C of C Development dated 17 July 2002 between Cyber and S.E.H. Malaysia Sdn Bhd authorising Cyber to develop the Certificate of Compliance ("C of C") for S.E.H. Malaysia Sdn Bhd;
- (v) Product Agreement dated 28 August 2002 between Cyber and SONY Electronic (M) Sdn Bhd ("SONY Electronic") granting SONY Electronic the rights to use the software "Global Search & Replace (GSR)";
- (vi) Distributor Agreement dated 1 November 2002 between Netgen and CBS for the appointment of CBS as the exclusive distributor of Netgen's "Paymate", "Solmate" and "netPayroll" for the world market for a term of 2 years with an automatic renewal of 1 year. This Agreement has since been assigned to Cyber vide a Letter of Assignment dated 18 February 2003;
- (vii) Distributor Agreement dated 12 November 2002 between CBS and Softech Consulting Limited Company, Thailand ("Softech") for the appointment of Softech as non exclusive distributor of CBS's "Paymate Solution" in the territory of Thailand for a term of 2 years with an automatic renewal of 1 year;
- (viii) Distributor Agreement dated 14 November 2002 between CBS and Computer Land International Pty. Ltd., Colombo, Sri Lanka ("CLI") for the appointment of CLI as non exclusive distributor of CBS's "Paymate Solution" in the territory Sri Lanka for a term of 2 years with an automatic renewal of 1 year;

17. ADDITIONAL INFORMATION (Cont'd)

- (ix) Distributor Licence Agreement dated 18 November 2002 between Connectivity Systems Incorporated, USA ("CSI") and CBS for the appointment of CBS as its non exclusive distributor for the products of CSI BI Moyle Associates, Inc. and Fantom Systems in the territories of Malaysia, Thailand, Indonesia and Philippines for a term of 2 years. This Agreement is automatically renewable for 1 year successively;
- (x) Reseller Agreement dated 18 November 2002 between Cyber and Innovector Business Systems (M) Sdn Bhd ("Innovector") for the appointment of Innovector as a non exclusive reseller of "Mobius" and "Paymate" in the territory of Malaysia;
- (xi) Product Agreement dated 16 January 2003 between Cyber and SONY Electronic granting SONY Electronic the rights to use the software "BIM-FAQ/VSE" for a period of 1 year commencing 16 January 2003 and a rental of RM39,710 per year;
- (xii) Software Licence Agreement dated 27 January 2003 between Cyber and S.E.H. (M) Sdn Bhd granting S.E.H. (M) Sdn Bhd the rights to use the software "TMON/VSE and TMON/CICS" pursuant to the Licence Agreement between ASG and Cyber;
- (xiii) Distributor Agreement dated 28 January 2003 between CBS and Orisoft Systems Sdn Bhd ("Orisoft") for the appointment of Orisoft as non exclusive distributor of CBS's "Paymate Solution" in the territories of Malaysia, Thailand and Indonesia for a term of 2 years with an automatic renewal of 1 year;
- (xiv) Memorandum of Understanding dated 11 April 2003 between Datatask Pty Ltd, Australia ("Datatask") and Cyber for the appointment of Cyber as its non exclusive distributor for Datatask's software products "Datatrain" in the territory of Malaysia;
- (xv) Distribution Agreement dated 28 April 2003 between Quality Engineering Software, Inc. USA ("QES") and Cyber for the appointment of Cyber as its non exclusive distributor for QES's software products "QES/Architect" in the territories of Malaysia, Thailand and Indonesia for a term of 2 years;
- (xvi) Software Licensing Agreement dated 1 June 2003 between Cyber and Jabatan Pendaftaran Negara ("JPN") granting JPN the rights to use the software "Change Management Software-LCM/CCC", "Zeke Agent for NT Class B" and "Zeke Agent for AIX Class A" pursuant to the Licence Agreement between ASG and Cyber;
- (xvii) Licence Agreement dated 1 June 2003 between Cyber and JPN granting JPN the rights to use the software "CICS VTAM" pursuant to the Licence Agreement between Mobius Australia and Cyber;
- (xviii) Transaction Agreement dated 24 June 2003 between Cyber and Mesiniaga Berhad ("Mesiniaga"), the agent for IBM Malaysia Sdn Bhd ("IBM"), granting Cyber the right to sell IBM's mainframe products "zSeries" and "Storage" to S.E.H. (M) Sdn Bhd. This contract ended on 31 December 2003; and
- (xix) Agreement dated 1 July 2003 between Cyber and S.E.H. Malaysia Sdn Bhd commencing 1 July 2003 for the provision of services by Cyber to S.E.H. Malaysia Sdn Bhd in relation to mainframe upgrade, automation software and linux installation.

17. ADDITIONAL INFORMATION (Cont'd)

17.8 Public Take-Overs

During the last financial year and the current financial year, there was no:

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

17.9 Consents

- (i) The written consents of the Adviser, Sponsor, Underwriter, Placement Agent, Solicitors, Principal Banker, Share Registrar, Company Secretaries and Issuing House to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of its name, Accountants' Report and letters relating to the proforma consolidated balance sheets as at 31 December 2003 in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of the Expert to the inclusion in this Prospectus of its name and summary Expert Report letter dated 18 March 2004 in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

17.10 Documents Available For Inspection

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

- (i) Memorandum and Articles of Association of CBS;
- (ii) The audited financial statements of CBS for the period ended 31 December 2001 and the two (2) financial years ended 31 December 2003;
- (iii) The Reporting Accountants' letters relating to the proforma consolidated balance sheets as at 31 December 2003 as set out in Section 14 of this Prospectus;
- (iv) The Accountants' Report and Directors' Report as included in Sections 13 and 15 respectively of this Prospectus;
- (v) The material contracts and agreements referred to in Sections 17.6 and 17.7 respectively of this Prospectus;
- (vi) The letters of consent referred to in Section 17.9 of this Prospectus; and
- (vii) The summary Expert report as set out in Section 12 of this Prospectus.

17. ADDITIONAL INFORMATION (Cont'd)

17.11 Responsibility Statements

- (i) PMBB 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 about the Public Issue.
- (ii) This Prospectus has been seen and approved by the Directors and Promoters of CBS, 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.

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