

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION

14.1 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 RM0.10 each, all of which rank pari passu with one another.
- (iv) Save as disclosed in Sections 2.1, 4.1.2, 4.1.3 and 4.3 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, within the two (2) years preceding from the date thereof.
- (v) Save for the IPO Shares reserved for the eligible Directors, employees and business associates of the Datascan Group and up to 12,160,000 Shares pursuant to the ESOS option as disclosed in Section 2.5 and Section 4.1.3(iv) respectively 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 as disclosed in Section 2.1, 4.1.2, 4.1.3 and 4.3 of this Prospectus, no ordinary shares or debentures of the Company and its subsidiaries have been issued or are proposed to be fully or partly paid-up for otherwise than in cash within the two (2) years preceding the date of this Prospectus.

14.2 ARTICLES OF ASSOCIATION

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

TRANSFER OF SHARES

Article 18

Subject to the provisions of the Central Depositories Act and the Rules 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 with the Rules and, notwithstanding sections 103 and 104 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 the listed Securities. Subject to these Articles, there shall be no restriction on the transfer of fully paid shares except where required by law. The Central Depository may, at its absolute discretion, refuse to register any transfer that does not comply with the Central Depositories Act and the Rules.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 19

Subject to the provisions of these Articles, the Central Depositors Act, the Rules and all relevant law (with respect to transfer of Deposited Security) shares on which all calls to date have been fully paid-up shall be transferable but every transfer shall be in writing in the form approved by the Rules and Bursa Malaysia and signed by both the transferor and the transferee and shall be presented to the Central Depository with such other evidence (if any) as the Central Depository may require to show the rights of the transferor to make the transfer. No share shall however be transferred where such transfer is not permitted by the general law. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members or the Record of Depository in respect thereof.

Article 20

No share shall in any circumstances be transfer to any infant, bankrupt or person of unsound mind.

Article 21

- (1) The Directors may decline to register any transfer of any shares in the following circumstances
 - (a) shares are not fully paid;;
 - (b) the Company has a lien over the shares;
 - (c) registration would lead to the infringement of any written law (whether principal or subordinate legislation) or rules or regulations, made by any competent authority in Malaysia;
 - (d) failure to finish such evidence as the Directors may require to ascertain the right of the transferor to make the transfer and the transferee to accept the same for the purpose of sub-article 21(1)(c).
- (2) If the Directors shall decline to register the transfer of any shares they shall send to the transferee notice of the refusal within three (3) market days after the date on which the –transfer was lodged with the company stating the precise reasons thereof.
- (3) 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 an aggregate more than the Prescribed Limit.

Article 22

The registration of transfer may be suspended for at such time and for such period as the Directors may from time to time determine Provided Always that such registration shall not be suspended for more than thirty (30) days in any year. Any notice of intention to suspend share registration and the reason therefor shall be published in a daily newspaper circulating in Malaysia and shall also be given to the Bursa Malaysia, such notice shall state the books closing date, which shall be at least eighteen (18) Market days (or such other period as prescribed by the Exchange or any relevant governing laws and/or guidelines) after the date of notification to the Bursa Malaysia, and the address of share registry at which documents will be accepted for registration. As least three (3) Market days prior notice shall be given to the Central Depository to enable the Central Depository to prepare the appropriate Record of Depositors.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 23

Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally in-operative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside. And in every such case, the person registered as transferee, his executors, administrators and assignee alone shall be entitled to be recognized as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto. Provided always that where the share is a deposited security, subject to the Rules, a transfer or withdrawal of the share may be carried out by the person becoming so entitled.

Article 24

There shall be paid to the Company in respect of the registration of any probate, letters of administration, certificate of marriage or death, power of attorney or other document relating to or affecting the title to any shares, such fee, not exceeding RM3.00 as the Directors may from time to time require or prescribe.

TRANSMISSION OF SHARES

Article 25

In the case of the death of Member the survivor and the legal personal representative or representative of the deceased shall be the only persons recognised by the Company as having any title to his interest in the shares.

Article 26

- (1) 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 Central Depository or the Rules or in the case of Non-Deposited Security, as the Directors shall require and think sufficient and subject as hereinafter provided, elect either to be registered himself as the holder of the share or to have some person nominated by him registered as a transferee thereof, but the Central Depository or (in the case of Non-Deposited Security) the Directors shall in accordance with the provisions of written laws 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 as the case may be. PROVIDED ALWAYS that where the share is a Deposited Security subject to the Rules, a transfer or withdrawal of the share may be carried out by the person becoming so entitled.
- (2) If any person becoming entitled elect to be registered himself, he shall deliver or send to the Company and the Central Depository, a notice in writing signed by him and stating that he so elect PROVIDED ALWAYS that where the shares is a Deposited Security subject to the Rules, a transfer of share may be carried out by the person so becoming entitled. If he shall elect to have another person registered he shall testify his election by executing to that other person a transfer of the share. All the limitations, restriction and provisions of these Articles relating to the right to transfer and the registration of transfers of shares 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 the Member.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 27

Subject to the provisions of written law where the registered holder of any share dies or become bankrupt his personal representative or the assignee of his estate as the case may be shall on production of such evidence as may from time to time be properly required by the Directors in that behalf be entitled to the same dividends and other advantages to which he would be entitled if he were a registered holder of the share except that he shall not be entitled in respect thereof to exercise any right conferred by membership in relation to the meetings of the Company until he shall have been registered as a Member in respect of the share.

REMUNERATION OF DIRECTORS

Articles 74

The Company in a general meeting shall from time to time determine the fees of the Director. Fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of proposed increase has been given in the notice convening the meeting. The Directors shall also be entitled to be paid all travelling and hotel expenses properly incurred by them respectively in or about the performance of their duties as Directors, including their expenses of travelling to and from meetings of Directors or general meetings or which he may otherwise incur on or about the business of the Company. If by arrangement with the Directors, any Director shall perform or render any special duties or service outside his ordinary duties as a Director, in particular without limiting to the generality of the foregoing if any Director being willing shall be called upon to perform extra service 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 way of a fixed sum, or otherwise as may be arranged. PROVIDED THAT no non-executive Director shall be remunerated by a commission on or percentage of profits or turnover. The fee payable to non-executive Directors shall be fixed sums as shall be determined by the Company in general meeting and shall not be by commission on or percentage of profits or turnover. The remuneration of any executive Director may be by way of salary but shall not include a commission on or a percentage of turnover.

BORROWING POWERS

Article 84

The Directors may from time to time at their discretion raise or borrow for the purpose of the Company such sums of moneys, as they think proper.

Article 85

The Directors may 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 particular by the issue of debentures or debenture stock of the Company (both present and future) including uncalled capital, or by means of charges, mortgages, bonds and disposition in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

Article 86

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

MODIFICATIONS OF RIGHTS

Article 45

If at any time the share capital is divided into different classes of shares, the repayment of preference capital other than redeemable preference capital and any other alteration of preference shareholders' rights may whether or not the Company is being wound up, be varied with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the 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 persons at least holding or representing by proxy one-third 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 and that the holders of shares of that class shall, on a poll, have one vote for every share of the class held by them respectively. To every such special resolution the provisions of Section 152 of the Act shall with such adaptations as are necessary apply. Provided however that in the event of the necessary majority not having been obtained in the manner aforesaid consent in writing may be secured from members holding at least three-fourths of the issued shares of the class and such consent if obtained within two (2) months from the date of the separate meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy.

Article 46

The rights conferred upon the holders of the shares of any class with preference 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 but in not respect in priority thereto.

DIRECTORS' VOTING RIGHTS

Article 106 (1)

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 provision 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 shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting.

14.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- (i) The names, addresses and occupations of the Directors of Datascan are set out in the Corporate Information Section of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (iii) The substantial shareholders of Datascan and their respective direct interests based on the Register of Substantial Shareholders of Datascan as at 31 May 2004 (being the latest practicable date prior to the printing of this Prospectus) and their respective indirect interests before and after the Public Issue are as follows: -

Substantial shareholders	Before the Public Issue				Afer the Public Issue				After Full exercise of ESOS @			
	Direct		Indirect ⁽¹⁾		Direct		Indirect ⁽¹⁾		Direct		Indirect ⁽¹⁾	
	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)
Transight Systems	57,120,000	51.00	-	-	57,120,000	37.58	-	-	57,120,000	34.16	-	-
Rosman bin Abdullah ⁽²⁾	-	-	57,120,000	51.00	⁹ 200,000	0.13	57,120,000	37.58	⁹ 530,000	0.32	57,120,000	34.16
Ang Chin Joo ⁽³⁾	11,200,000	10.00	-	-	11,400,000	7.50	-	-	11,730,000	7.02	-	-
Koay Teng Heng ⁽³⁾	16,800,000	15.00	-	-	17,000,000	11.18	-	-	17,330,000	10.36	-	-

Notes:

1. Indirect shareholdings are in accordance with Section 6A of Companies Act, 1965.
2. Indirect interest by virtue of his substantial shareholdings in Transight Systems including their respective entitlements under the pink form share allocation.
3. [@] The ESOS will only be implemented i.e. the Options under the ESOS will only be offered to the eligible directors and employees of the Group, on the date of the Company's listing on the MESDAQ Market. The shareholdings shown here are based on the assumption that the number of Options to be granted under the ESOS is 10% of the Company's enlarged issued and paid-up capital on the date of listing. Under the terms of the Bye-Laws of the ESOS, the quantum of the ESOS is up to 10% of the Company's issued and paid-up capital at any time during the existence of the ESOS.

- (iv) The Directors of Datascan and their respective direct interests based on the Register of Directors' Shareholdings as at 31 May 2004 (being the latest practicable date prior to the printing of this Prospectus) and their respective indirect interests before and after the Public Issue are as follows: -

Directors	Before the Public Issue				Afer the Public Issue				After Full exercise of ESOS @			
	Direct		Indirect ⁽¹⁾		Direct		Indirect ⁽¹⁾		Direct		Indirect ⁽¹⁾	
	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)	No. of Shares	(%)
Rosman bin Abdullah ⁽²⁾	-	-	57,120,000	51.00	⁹ 200,000	0.13	57,120,000	37.58	⁹ 530,000	0.32	57,120,000	34.16
Ang Chin Joo ⁽³⁾	11,200,000	10.00	-	-	11,400,000	7.50	-	-	11,730,000	7.02	-	-
Koay Teng Heng ⁽³⁾	16,800,000	15.00	-	-	17,000,000	11.18	-	-	17,330,000	10.36	-	-
Dr. Ravindranath a/I P.D. Nayer ⁽³⁾	-	-	-	-	30,000	0.02	-	-	30,000	0.02	-	-
Tai Keat Chai ⁽³⁾	-	-	-	-	30,000	0.02	-	-	30,000	0.02	-	-

Notes: -

- (1) Indirect shareholdings are in accordance with Section 6A of Companies Act, 1965.
 - (2) Indirect interest by virtue of his substantial shareholdings in Transight Systems.
 - (3) Being their respective entitlements under the pink form allocation.
- [@] The ESOS will only be implemented i.e. the Options under the ESOS will only be offered to the eligible directors and employees of the Group, on the date of the Company's listing on the MESDAQ Market. The shareholdings shown here are based on the assumption that the number of Options to be granted under the ESOS is 10% of the Company's enlarged issued and paid-up capital on the date of listing. Under the terms of the Bye-Laws of the ESOS, the quantum of the ESOS is up to 10% of the Company's issued and paid-up capital at any time during the existence of the ESOS.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (v) Save as disclosed in Sections 2.9 and 14.4, 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.
- (vi) Other than salary, employment related benefits as disclosed in Section 5.3.3 of this Prospectus and commission due to Executive Directors calculated by reference to profits under their service agreements, 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 or Promoters.
- (vii) Save as disclosed in Section 7.1 of this Prospectus, none of the other Directors and/or substantial shareholders of Datascan has interest in any subsisting contract or arrangement, which is significant to the business of the Company or the Group taken as a whole.
- (viii) 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.
- (ix) Save as disclosed in Section 7.4 of this Prospectus and to the best knowledge and belief of the Promoters, Directors and substantial shareholders of Datascan, none of the other Promoters, Directors and/or substantial shareholders has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiaries.

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14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)**14.4 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 Datascan and its subsidiary or associated companies within two (2) years preceding the date of this Prospectus: -

- (a) On 28 March 2003, PT One Hundred Sdn Bhd and TBSB had entered into 7 sale and purchase agreements for the acquisition by TBSB of level, 1, 1A, 2, 3, 4, 5 and 6 of a office block known as Block B, Peremba Square, Saujana Resort, Seksyen U2, 40150 Shah Alam from PT One Hundred Sdn Bhd for the consideration of RM14,500,285.20 ("Total Consideration"). Part of the Total Consideration is to be set off by the sum of RM2,521,532.38 (Set Off Sum) being inter-company advances owed by Peremba (Malaysia) Sdn Bhd and its related companies to Datascan. The parties later agreed in writing to defer the sale and purchase of level 5 and 6. As such the Total Consideration was reduced to RM9,307,261.80 and the Set Off Sum was reduced to RM1,762,215.40

By a call option agreement dated 17 October 2003, TBSB, during the period commencing on 3 July 2003 and expiring on 2 July 2004, TBSB has the right to require PT One Hundred Sdn Bhd to sell level 5 and 6 of Block B, Peremba Square, Saujana Resort, Seksyen U2, 40150 Shah Alam ("Level 5 & 6") to TBSB. PT One Hundred Sdn Bhd also has the right to require TBSB to buy Level 5 & 6 from PT One Hundred Sdn Bhd during the period after 14 days from 2 July 2004. After which, PT One Hundred Sdn Bhd has the right to sell Level 5 & 6 to any other person, in which event, both option would terminate. The call options under this agreement is subjected to the same terms in the respective sale and purchase agreements dated 28 March 2003.

- (b) 7 deeds of mutual covenant dated 28 March 2003 between PT One Hundred Sdn Bhd and TBSB entered into pursuant to the 7 sale and purchase agreements dated 28 March 2003 between the parties for the purposes of maintaining and preserving the image and value of the Property (mentioned in (a) of the above).
- (c) Share sale agreement dated 12 August 2003 between Datascan ("Vendor") and 27 purchasers (including Transight Systems) wherein Datascan disposed 70,000 ordinary shares of RM1.00 each (70% of the issued and paid up capital) of Storm Quest Sdn Bhd for the consideration of RM490,000.
- (d) On 25 March 2004, Datascan has appointed Profound Axis Sdn Bhd to undertake the interior design and renovation works in respect of level 1, 2 and 4 of a office block known as Building B, Peremba Square, Saujana Resort, Seksyen U2, 40150, Shah Alam for the price of RM1,395,981.88.
- (e) Underwriting Agreement dated 23 June 2004 between the Company, the Managing Underwriter and Underwriters for the underwriting of 4,000,000 new Datascan Shares available for application by the Malaysian Public and 7,600,000 new Datascan Shares available for application by the eligible employees and business associates of the Datascan Group.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

14.5 MATERIAL AGREEMENTS

Save as disclosed below, there are no other material agreements or contracts (including informal arrangements or understandings), as at 31 May 2004, being the latest practicable date to the printing of the Prospectus, which have been entered into by Datascan and its subsidiary that are in subsistence: -

- (a) Service agreement dated 1 September 2003 between Datascan and Ang Chin Joo stipulating the terms and conditions of his appointment as CEO of Datascan.
- (b) CyberNet distributorship agreement dated 15 September 2003 between CyberNet Inc. of Korea and Datascan wherein CyberNet Inc. appointed Datascan as its authorised distributor of its hardware products as set out in this agreement from 1 September 2003 to 31 August 2005. Neither party is required to renew or extend this agreement.
- (c) Authorized distributor agreement dated 1 January 2003 between PINC and Datascan (Malaysia) Sdn Bhd which has been subsequently terminated with effect from 1 September 2003.

Exclusive distributor agreement dated 1 September 2003 between PINC and Datascan Berhad wherein PINC has appointed Datascan Berhad as its –

- (1) exclusive distributor for Posiflex products in Malaysia; and
- (2) authorised distributor in Singapore, Vietnam and Brunei.

This agreement is valid for 2 years from 1 September 2003 till 31 August 2005 and will be extended for a successive period of 1 year unless either party issue a written notice to terminate this agreement.

- (d) Service agreement dated 1 September 1998 between Datascan and Koay Teng Heng stipulating the new terms and conditions of his appointment as Executive Director of Datascan.
- (e) Agreement for dealership dated 22 October 2003 between Infrasy and DHSSB wherein Infrasy grants DHSSB a non-exclusive dealership for a period of 2 years for the sale and support of Infrasy's Gourmate Restaurant Management System in Malaysia.
- (f) Memorandum of agreement dated 12 December 2003 between Datascan and Rhythm Technologies Sdn Bhd ("**Rhythm**") for a business partnership to install a payment system network, infrastructure at selected KFC outlets in Malaysia to enable KFC to accept debit cards, MEPCash, credit cards and other loyalty program services.
- (g) Service agreement dated 3 November 2003 between TSPL and Chee Siang Fong, Victor appointing Chee Siang Fong, Victor to be the CEO of TSPL commencing from 3 November 2003.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

14.6 MATERIAL LITIGATION

Save as disclosed below, as at 31 May 2004, being the latest practicable date to the printing of the Prospectus, neither Datascan 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 Datascan or its subsidiary 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 Datascan or its subsidiary companies: -

**(1) Shah Alam High Court Suit No. MT4-22-285-2002
Perfect Skyline Sdn Bhd ("Plaintiff") v Datascan (Malaysia) Sdn Bhd
("Defendant")**

As a distributor of a cash register software called Sensei POS Terminal ("Goods"), the Defendant supplied the Goods to HRS Marketing Sdn Bhd ("HRS"). By a sales confirmation dated 4 May 2000 between the Plaintiff, Perfect Skyline Sdn Bhd, and HRS, HRS agree to supply the Plaintiff the Goods for the sum of RM26,500 ("Sales Confirmation"). The Plaintiff claims that the Goods are defective and not of merchantable quality. As a result of the usage of the Goods, the Plaintiff alleges that they have suffered loss of about RM371,416.24.

The loss is alleged to be due to the alleged frequent disruption to the business of the Plaintiff and also the cost of hiring extra workers to overcome the alleged disruption. Hence the Plaintiff claims for specific performance in respect of the Sales Confirmation including replacement of a new system of merchantable quality, general damages to be assessed by the Court and costs.

Pursuant to the assignment of HRS' rights and benefits under the Sale Confirmation to the Defendant, the Defendant has a counter claim for RM7,625 in respect of the balance purchase price of the Goods. As the Defendant was not a party to the Sales Confirmation and has never agreed with the Plaintiff nor HRS to take over HRS' contractual obligations and liabilities in respect of the Sales Confirmation, the Defendant had since made an application to strike out the writ of summons and statement of claim on the basis that there is no cause of action.

On 8 October 2003, the Defendant was informed by the Learned Senior Assistant Registrar that the Defendant's application will be heard by the Learned Judge, on a date to be informed by the Court later by mail.

By a letter dated 13 January 2004, the Honourable Court informed the Defendant's solicitors that the application is fixed for hearing on 20 April 2004. However, on the said hearing date, the Court has postponed the hearing of the application to 29 September 2004.

The Solicitors of the Defendant are of the opinion that the Defendant has a good defence against the claims of the Plaintiff.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

14.7 GENERAL INFORMATION

- (a) The nature of the Company's business is described in Section 4.1 of this Prospectus. The corporations which are deemed to be related to the Company by virtue of Section 6 of the Companies Act, 1965 has been disclosed in Section 4.3 of this Prospectus.
 - (b) The time of the opening and closing of the Application Lists of the IPO are set out in Section 2.3 and Section 15 of this Prospectus.
 - (c) The amount payable in full on application for the IPO Shares is RM0.28 per ordinary share.
 - (d) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 15 of this Prospectus.
 - (e) As at the date of this Prospectus, the Group has not established a place of business outside Malaysia except for TSPL which operates in Singapore.
 - (f) Save as disclosed in this Prospectus, the financial conditions and operations of the Group are not 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) material commitments for capital expenditure;
 - (iii) unusual or infrequent events or transactions or any significant economic changes that materially affect the amount of reported income from operations; and
 - (iv) known trends or uncertainties that have had or that the Group reasonably expects to have a materially favourable or unfavourable impact on revenues or operating income.
- As far as the Directors are aware, the Group is not vulnerable to any specific factors or events of a particular nature other than those normal commercial risks experienced during the normal course of business.
- (g) Save as disclosed in Sections 8.1 and 9.4 of this Prospectus, there is no loan capital outstanding or mortgages and charges in relation to the Group as at the date of this Prospectus.
 - (h) As at the date of this Prospectus, neither the Company nor its subsidiaries have any outstanding convertible debt securities.
 - (i) The name and address of the Auditors and the Reporting Accountants are set out in "Corporate Information" section of this Prospectus.
 - (j) Save for the IPO and ESOS, there is no present intention on the part of the Directors of the Company or its subsidiaries to issue any part of the authorised but unissued share capital of the Company or its subsidiaries.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

- (k) (i) Underwriting commission is payable by the Company to the Underwriters based on the IPO Price of RM0.28 per Share at the rate of 1.5% and 1.0% for the 4,000,000 new Shares available for application by the Malaysian Public and 7,600,000 Public Issue Shares reserve for eligible employees, Director and/or business associates of the Group respectively.
- (ii) Brokerage is payable by the Company at the rate of 1.0% of the public issue of RM0.28 per ordinary share to the parties in the circumstances specified in Section 2.8 of this Prospectus.
- (iii) Expenses incidental to the listing of and quotation for the entire enlarged issued and paid-up share capital of the Company on the MESDAQ Market of the Bursa Malaysia amounting to approximately RM1.3 million will be borne by the Company.
- (l) Save as disclosed in Section 2.8 of this Prospectus, no commission, discount, brokerage or other special terms have been granted within the two (2) preceding years immediately preceding the date of this Prospectus in connection with the sale or issue of any share capital of the Company or its subsidiary companies.
- (m) 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.
- (n) No property has been acquired or is proposed to be acquired by the Company or its subsidiaries in contemplation of the Public Issue.

14.8 CONSENTS

The written consent of the Adviser and Managing Underwriter, Underwriters, Placement Agent, Sponsor, Auditors and Reporting Accountants, Company Secretary, Principal Bankers, 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.

14. FURTHER STATUTORY AND OTHER GENERAL INFORMATION (Cont'd)

14.9 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) The material contracts and material agreements referred to in Sections 14.4 and 14.5 of this Prospectus respectively;
- (c) The existing service contracts of the Directors;
- (d) The Directors' Report and Accountants' Report as included herein;
- (e) The Reporting Accountants' letters relating to the Proforma Consolidated Balance Sheets as at 31 December 2003 as included herein;
- (f) The audited financial statements of Datascan and its subsidiaries for the past five (5) financial years ended 31 December 2003;
- (g) The writ and cause papers in respect of the material litigation and arbitration referred to in Section 14.6 of this Prospectus;
- (h) The letters of consent referred to in Section 14.8 of this Prospectus; and
- (i) The bye-laws of the ESOS referred to in Section 13 of this Prospectus.

14.10 RESPONSIBILITY STATEMENTS

- (a) This Prospectus has been seen and approved by the Directors and Promoters of Datascan and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm having made 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 statements herein false or misleading.
- (b) The Adviser and Managing Underwriter 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 IPO.