

15. THE ESOS BY-LAWS

**MLABS SYSTEMS BERHAD
BY-LAWS OF THE EMPLOYEES' SHARE OPTION SCHEME**

1.0 DEFINITIONS

1.1 In these By-Laws, the following terms shall, unless the context otherwise requires, have the following meanings:

“MLABS” or “Company”	: MLABS Systems Berhad (653227-V)
“MLABS Group” or “Group”	: MLABS and its subsidiary company(ies) as defined in Section 5 of the Act (other than a subsidiary company which is dormant)
“Act”	: The Companies Act, 1965 of Malaysia as amended from time to time and any re-enactment thereof
“Board”	: The Board of Directors of MLABS or a duly authorised committee
“Bursa Depository”	: Bursa Malaysia Depository Sdn Bhd (<i>formerly known as Malaysia Central Depository Sdn Bhd</i>) (165570-W)
“Bursa Depository Rules”	: Rules of Bursa Depository as amended from time to time
“By-laws”	: The By-laws governing this ESOS
“CDS Account”	: The account established by the Bursa Depository for the recording of deposit and withdrawal of securities and for dealing in such securities by the depositor
“Central Depositories Act”	: Securities Industry (Central Depositories) Act, 1991, as amended from time to time
“Date of Acceptance”	: The date whereupon the Option Committee shall receive the written notice accepting an Offer from Eligible Employee
“Date of Offer”	: The date inscribed on a particular offer document, being the date on which an Offer is deemed to be granted by the Option Committee
“Depositor”	: A holder of a Securities Account
“Director”	: A Director of the MLABS Group (both executive and non-executive Directors)
“Effective Date”	: The effective date on which the ESOS shall come into effect as defined in By-Law 19.1 hereof
“Eligible Employee”	: Any employee or Director satisfying the conditions stipulated under By-Law 3.0 and falling within any of the categories of employees set out under By-Law 4.0 hereof
“ESOS”	: The employee share option scheme for the grant of Options to the Eligible Employees to subscribe for new shares in the share capital of the Company according to the terms set out herein and such employee share option scheme to be known as “MLABS SYSTEMS BERHAD EMPLOYEES’ SHARE OPTION SCHEME 2005”
“Grantee”	: An Eligible Employee who has accepted the Offer of an Option in accordance with the By-Laws of the ESOS hereof

15. THE ESOS BY-LAWS (Cont'd)

“Initial Grant”	:	The initial grant of 3,000,000 Options in conjunction with the listing of MLABS on the MESDAQ Market of the Securities Exchange
“Issue Price”	:	RM0.55 for each share
“Market Day”	:	A day on which Securities Exchange is open for official trading
“MESDAQ Market”	:	The MESDAQ Market of the Securities Exchange
“Offer(s)”	:	Written offer(s) by the Option Committee to any Eligible Employee to participate in the ESOS, in the manner indicated under By-Law 5.0 hereof
“Option(s)”	:	The right of a Grantee to subscribe for new shares in the capital of the Company pursuant to the contract constituted by an acceptance by an Eligible Employee in the manner indicated under By-Law 6.0 hereof of the Offer made to such Eligible Employee in accordance with the By-Laws of the ESOS
“Option Certificate”	:	The certificate issued by the Option Committee confirming the grant of the Option to an Eligible Employee and the Option Price together with the number of shares comprised in the Option
“Option Committee”	:	The committee appointed by the Board to administer the ESOS comprising a Director or Directors of the Company and other persons appointed from time to time by the Board
“Option Period”	:	The period commencing on the Date of Offer and expiring at the end of five (5) years from such Date of Offer or such shorter period as may be specifically stated in such Offer, provided that no Option Period shall extend beyond the duration referred to under By-Law 19.0 hereof or in the event of a termination of the ESOS, the date of termination of the ESOS
“Option Price”	:	The price at which the Grantee shall be entitled to subscribe for each share in the manner indicated under By-Law 7.0 hereof
“RM” and “sen”	:	Ringgit Malaysia and sen respectively
“Securities Account”	:	An account established by the Bursa Depository for a Depositor for the recording of Deposited Securities and for dealings in such securities by the Depositor
“Securities Exchange”	:	Bursa Malaysia Securities Berhad (635998-W)
“Securities Exchange Listing Requirements”	:	The listing requirements of Securities Exchange including any amendments thereto that may be made from time to time
“share(s)” or “MLABS share(s)”	:	Ordinary share(s) of RM0.10 each in MLABS

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15. THE ESOS BY-LAWS (Cont'd)

1.2 In these By-Laws:

- (a) any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision and any listing requirements, policies and/or guidelines of the Securities Exchange and/or the relevant authorities (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the reasonable commercial practice of persons to whom such requirements, policies and/or guidelines are addressed to by the Securities Exchange and/or the relevant authorities);
- (b) any reference to a statutory provision shall include that provision as from time to time modified or re-enacted whether before or after the date of these By-Laws so far as such modification or re-enactment applies or is capable of applying to any Option offered and accepted during the Option Period and shall include also any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- (c) words importing the singular meaning where the context so admits include the plural meaning and vice-versa;
- (d) words of the masculine gender include the feminine genders and all such words shall be construed interchangeably in that manner;
- (e) liberty or power which may be exercised or any determination which may be made hereunder by the Option Committee may be exercised at the Option Committee's discretion and the Option Committee shall not be under any obligation to give any reason thereof except as may be required by the relevant authorities;
- (f) a reference to the term "discretion" vested in the Option Committee in the By-Laws shall confer the right to the possession, use and exercise of the said discretion in an absolute and unconditional manner;
- (g) the headings in these By-Laws are for convenience only and shall not be taken into account in the interpretation of these By-Laws; and
- (h) if an event is to occur on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day.

2.0 MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE ESOS

2.1 The maximum number of new shares of the Company which may be subscribed on the exercise of Options granted under the ESOS shall not exceed ten per centum (10%) of the issued and paid-up share capital of the Company (or such maximum percentages as allowable by any relevant authorities) at any one time during the existence of this ESOS.

2.2 Notwithstanding By-Law 2.1 hereof or any other provision herein contained, in the event the maximum number of shares comprised in the Options granted under the ESOS exceeds the aggregate of ten per centum (10%) of the issued and paid-up share capital of the Company (or such maximum percentage as allowable by the relevant authorities at any point of time during the existence of the ESOS) as a result of the Company purchasing its own shares and thereby diminishing its issued and paid-up share capital, then such Options granted prior to the adjustment of the issued and paid-up share capital of the Company shall remain valid and exercisable in accordance with the terms and conditions of the By-Laws under the ESOS but the Option Committee shall not make any further Offer(s) until the total number of shares to be issued under this ESOS falls below ten percent (10%) of its issued and paid-up share capital.

15. THE ESOS BY-LAWS (Cont'd)**3.0 ELIGIBILITY AND PARTICIPATION**

3.1 Subject to the discretion of the Option Committee, any employee and Director of the Group shall be eligible to participate in the ESOS if, as at the Date of Offer, such employee and Director:

- (a) is at least eighteen (18) years of age;
- (b) is in full time employment and confirmed in service; and
- (c) is a person who falls within such categories under By-Law 4.0.

3.2 Any allocation of Options under the ESOS to a Director, substantial shareholder and/or person connected with a Director or substantial shareholder of the Company shall require prior approval from the shareholders of the Company in a general meeting.

3.3 Eligibility, however, does not confer on an Eligible Employee a claim or right to participate in the ESOS unless an Offer has been made in writing by the Option Committee to the Eligible Employee under By-Law 5.0.

3.4 The selection for the participation in the ESOS shall be at the discretion of the Option Committee whose decision shall be final and binding.

4.0 BASIS OF ALLOCATION AND MAXIMUM ALLOWABLE ALLOTMENT

4.1 Subject to any adjustments, which may be made under By-Law 15.0 hereof, the number of new shares that may be offered and allotted to any Eligible Employees of the Group shall be at the discretion of the Option Committee after taking into consideration the position, performance, seniority and length of service of the Eligible Employee and such other factors that the Option Committee may deem relevant subject to the following:

- (i) not more than fifty per centum (50%) (or such percentage as allowable by the relevant authorities) of the shares available under the ESOS should be allocated, in aggregate, to Directors and senior management of the Group; and
- (ii) not more than ten per centum (10%) (or such percentage as allowable by the relevant authorities) of the shares available under the ESOS should be allocated to any individual Director or employee who, either singly or collectively through persons connected with the Director or employee (as defined in the Act), holds twenty per centum (20%) or more in the issued and paid-up share capital of the Company;

provided always that it is in accordance with any prevailing requirements issued by the Securities Exchange or any other relevant authorities as amended from time to time.

4.2 Subject to By-Law 4.1 hereof, the Option Committee shall offer to an Eligible Employee not less than one hundred (100) shares nor more than the maximum allowable allotment stipulated hereunder:

Category of Employee	Maximum Percentage that may be offered to each Eligible Employee
	Percentage (%) *
Directors and Chief Officers	10.0
Senior Managers	6.0
Managers and Senior Engineers	4.0
Staff and Junior Engineers	2.5

* Based on the total number of shares in the Company available under the ESOS.

15. THE ESOS BY-LAWS (Cont'd)

- 4.3 The Option Committee may at its discretion at any time and from time to time deem fit within the duration of the ESOS shall, in accordance with the scale provided under By-Law 4.2 hereof:
- (a) increase the maximum allowable allotment of an Eligible Employee who is promoted to a higher category upon the confirmation in the promoted category; or
 - (b) reduce the maximum allowable allotment of an Eligible Employee who is moved to a lower category and that:
 - (i) in the event that the total number of Options which has been accepted by him/her up to the date he/she is moved to a lower category is greater than his/her maximum allowable allotment under such lower category, he/she shall be entitled to continue to hold and exercise all unexercised Options held by him/her on such date but he/she shall not be entitled to be offered any further Options unless and until he/she is subsequently moved to a higher category so that his/her maximum allowable allotment is increased to an amount greater than the total number of Options which has been accepted by him/her; and
 - (ii) in the event that the total number of Options which has been accepted by him/her up to the date he/she is moved to a lower category is less than his/her maximum allowable allotment under such category, he/she shall be entitled to continue to hold and to exercise all unexercised Options held by him/her on such date and, subject to By-Law 4.2 hereof, to be offered further Options up to his/her maximum allowable allotment under such category.

5.0 OFFER OF OPTIONS

- 5.1 The Option Committee may at its discretion at any time and from time to time as it shall deem fit within the duration of the ESOS provided under By-Law 19.0 hereof, make an Offer in writing to any Eligible Employee whom the Option Committee may at its discretion select to subscribe for shares in accordance with the provisions of By-Law 4.0 hereof.
- 5.2 The actual number of Options which may be offered to any Eligible Employee shall be at the discretion of the Option Committee provided that the number of new shares to be issued pursuant to the Options shall be in multiples of and not less than one hundred (100) shares nor more than the maximum allocation as set out under By-Law 4.2 save for an Offer of Options of less than one hundred (100) new shares solely for the purpose of making into a board lot of one hundred (100) in the event of an adjustment made under By-Law 15.0.
- 5.3 Subject to By-Law 4.0 hereof, nothing herein shall prevent the Option Committee from making more than one Offer to an Eligible Employee after the first Offer made at any point of time provided always that the total aggregate number of new shares to be issued pursuant to the Options offered to Eligible Employees (inclusive of shares already offered under previous Offers, if any) shall not exceed the ten per centum (10%) of the issued and paid-up share capital of the Company at that time or such other limit that may be permitted by the Securities Exchange or any other relevant authorities as amended from time to time.
- 5.4 No Option will be granted to any Director, unless the grant of Option and the related allotment of shares to that Director shall have been previously approved by the shareholders of the Company in general meeting as required under By-Law 3.2.
- 5.5 Any Offer made by the Option Committee will be in writing and such Offer is personal to the Eligible Employee to whom the Offer is made, and is non-assignable, non-transferable, non-chargeable and non-disposable in any manner whatsoever.

15. THE ESOS BY-LAWS (Cont'd)

6.0 ACCEPTANCE OF OFFER

- 6.1 An Offer made by the Option Committee to an Eligible Employee under By-Law 5.0 hercof shall be valid for a period of fourteen (14) days from the Date of Offer and shall be accepted within this prescribed period by the Eligible Employee to whom the Offer is made by a written notice to the Option Committee in such form as may be prescribed by the Option Committee of such acceptance accompanied by a payment to the Company of a non-refundable consideration of RM1.00 only for the grant of the Option. The day of receipt of such written notice shall constitute the Date of Acceptance.
- 6.2 If the Offer is not accepted in the manner aforesaid, such Offer shall upon the expiry of the said period of fourteen (14) days automatically lapse and shall be null and void and of no effect.
- 6.3 Within thirty (30) days after the Date of Acceptance in accordance with the provisions of this By-Law, the Option Committee shall issue to the Grantee an Option Certificate in such form as may be determined by the Option Committee.

7.0 OPTION PRICE

- 7.1 The Option Price shall be:
- 7.1.1 in respect of the Initial Grant which is made in conjunction with the listing of the Company on the MESDAQ Market, the Issue Price; and
- 7.1.2 in respect of any Offer which is made subsequent to the listing of the Company on the MESDAQ Market, the 5-day weighted average market price of the Company's shares, as quoted on the Securities Exchange, at the Date of Offer with a discount of not more than ten per centum (10%), at the Option Committee's discretion (or such lower or higher limit in accordance with any prevailing requirements issued by the Securities Exchange or any other relevant authorities as amended from time to time) or at the par value of each of the share of the Company, whichever is higher.
- 7.2 The Option Price shall be stipulated in each Option Certificate.
- 7.3 The Option Price shall be adjusted accordingly to any alteration of share capital during the Option Period in accordance with By-Law 15.0.

8.0 EXERCISE OF OPTION

- 8.1 In respect of the Initial Grant, an Option can only be exercised by a Grantee after the period of one (1) year from the date of the listing of the Company on the MESDAQ Market. In respect of all other grants of Options, the Option can be exercised at anytime during the Option Period subject to the expiry of the one (1) year from the date of the listing of the Company on the MESDAQ Market.
- 8.2 An Option may be exercised by the Grantee in such manner as prescribed by the Option Committee on any working day during the Option Period. The Options granted herein shall be exercisable by the Grantee in such proportions as shall be determined by the Option Committee at any time and from time to time during the Option Period and shall be set out in the Option Certificate issued to Grantee. Options not exercised can be carried forward to the subsequent years subject to the Option Period applicable thereto. All unexercised or partially unexercised Options shall automatically lapse and become null and void upon expiry of the Option Period applicable thereto.
- 8.3 The Grantee shall notify the Option Committee in writing in the prescribed form of the Grantee's intention to exercise the Option. The Option may be exercised in respect of such lesser number of shares as the Grantee may decide to exercise provided that the number shall be in multiples of and not less than one hundred (100) shares. Such partial exercise of the Option shall not preclude the Grantee from exercising the Option as to the balance thereof at any time in the future but within the Option Period.

15. THE ESOS BY-LAWS (Cont'd)

8.4 Every such notice to exercise the Option shall be accompanied by the relevant Option Certificate and a remittance for the full amount of the subscription monies in relation to the number of shares in respect of which the written notice is given. The Company shall upon receipt of such notice, Option Certificate and remittance from the Grantee to exercise the Option, allot and issue the relevant number of new shares arising from the exercise of the Options and despatch notices of allotment to the Grantee in accordance with the Securities Exchange Listing Requirements and/or the prevailing guidelines and/or requirements of the relevant regulatory authorities subject to the provisions of the Articles of Association of the Company, the Central Depositories Act and the Bursa Depository Rules. The Company shall return the Option Certificate to the Grantee with an endorsement thereon stating the balance number of Options remaining to be exercised (if any).

Pursuant to the relevant sections of the Central Depositories Act, all dealings in the shares will be by book entries through CDS Accounts. No physical share certificate(s) will be issued. For Grantees who do not have a CDS Account, such Grantees are required to open a CDS Account at their own expense before they can exercise their Options.

9.0 NON-TRANSFERABILITY, TERMINATION OF OPTIONS AND SUSPENSION

9.1 The Option granted is personal to the Grantee and is non-assignable, non-transferable, non-chargeable and non-disposable in any manner whatsoever. Any purported dealings with the Option in any manner whatsoever other than as permitted in these By-Laws shall render the Option void. The Option is exercisable only by:

- (a) the Grantee personally during the Grantee's lifetime within the Option Period:
 - (i) whilst the Grantee is in the employment of the Group; and/or
 - (ii) within six (6) months, or such longer period determined at the discretion of the Option Committee, from the date of the Grantee's retirement in accordance with the relevant scheme of service; and/or
 - (iii) within six (6) months, or such longer period determined at the discretion of the Option Committee, from the date of the Grantee ceasing to be employed by the Group on grounds of ill-health, being retrenched in a redundancy exercise or any other circumstances approved by the Option Committee. Provided always that such retrenchment or termination is not due to conduct inconsistent with the conditions of service; or
- (b) in the event that a Grantee dies or becomes permanently disabled before the expiry of the Option Period and, at the date of death or date of permanent disability (as the case may be), hold an Option or Options which are unexercised, such Option or Options may be exercised by the legal personal representatives of the Grantee after the date of death or by the Grantee after the date of permanent disability but not later than six (6) months thereafter unless otherwise approved by the Option Committee in writing provided always that no Option shall be exercised after the expiry of the Option Period.

9.2 Except for the instances referred to under By-Laws 9.1 (a) and (b) hereof, if the Grantee ceases for whatever reason to be employed prior to his/her exercise of the Option or upon the bankruptcy of the Grantee or upon the occurrence of any other event which results in the Grantee being deprived of the legal or beneficial ownership of such Option, then such unexercised Option shall become null and void, without any claim against the Company with immediate effect upon the occurrence of such aforesaid event.

15. THE ESOS BY-LAWS (Cont'd)

9.3 In the event that a Grantee is subject to disciplinary proceedings (whether or not such disciplinary proceedings may give rise to a dismissal or termination of services of such Grantee) the Option Committee have the right, at its discretion, to suspend the rights of the Grantee to exercise the Grantee's Option(s) pending the outcome of such disciplinary proceedings. The Option Committee may impose such terms and conditions as the Option Committee shall deem appropriate having regard to the nature of the charges made or brought against such Grantee, provided always that:

- (i) in the event such Grantee shall subsequently be found not guilty of the charges which give rise to such disciplinary proceedings, the Option Committee shall reinstate the rights of such Grantee to exercise the Grantee's Option;
- (ii) in the event such Grantee is found guilty of the charge(s) and the same results in the dismissal or termination of service of such Grantee, the Option shall immediately upon pronouncement of the dismissal or termination of service of such Grantee, automatically lapse without notice and thereafter shall be null and void and be of no effect; or
- (iii) in the event such Grantee is found guilty of the charge(s) but no dismissal or termination of service is recommended, the Option Committee shall have the right to determine at its sole and absolute discretion whether or not the Grantee may exercise the Grantee's Option and, if so, to impose such terms and conditions as it deems appropriate, for the exercise thereof.

10.0 TAKE-OVER

In the event of a take-over offer being made for the Company by a general offer or otherwise, the Grantee shall be entitled during the Option Period to exercise in full or in part any Option as yet unexercised, within a period of six (6) months after the date of the take-over offer and in accordance with the provisions of the By-Laws herein. In addition, if any party becomes entitled or bound to exercise rights of compulsory acquisition of the shares of the Company under the provisions of any written law relating thereto and gives notice to the Grantee that it intends to exercise such rights on a specified date, the Option shall remain exercisable by the Grantee till the expiry of the said period of six (6) months or such specified date, whichever is the earlier. In the aforesaid circumstances, if the Grantee elects to exercise only in respect of a portion of such shares, then the Option in relation to the balance thereof shall after the aforesaid specified date automatically lapse and shall thereafter be null and void.

11.0 RANKING OF SHARES

The new shares to be allotted and issued upon exercise of any Option shall upon allotment rank *pari passu* in all respects with the existing issued and paid-up shares of the Company except that the new shares so allotted shall not be entitled to any dividend, rights, allotment or other distribution unless the shares so allotted have been credited into the relevant Securities Accounts maintained by the Bursa Depository before the entitlement date and will be subject to all the provisions of the Articles of Association of the Company relating to transfer, transmission or otherwise of the shares of the Company.

For the purpose hereof, the term "*entitlement date*" means the date and time at which the Record of Depositors with Bursa Depository will be closed to determine the entitlements of the shareholders to participate in any dividend, rights, allotment or other distribution.

12.0 RETENTION PERIOD OF SHARES

12.1 The shares allotted to a Grantee pursuant to the exercise of an Option will not be subject to any retention period or restriction on transfer.

12.2 A non-executive Director of the MLABS Group shall not sell, transfer or assign the MLABS shares obtained through the exercise of Options offered to him pursuant to the ESOS within one (1) year from the Date of Offer of such Options provided that any Option granted to a non-executive Director forming part of the Initial Grant shall comply with By-law 8.1.

15. THE ESOS BY-LAWS (Cont'd)

13.0 QUOTATION OF SHARES

- 13.1 The shares (if any) to be allotted to the Grantee will not be listed or quoted on the Securities Exchange, until the Option is exercised in accordance with By-Law 8.0 hereof whereupon the Company shall, subject to it having obtained the prior written approval of the Securities Exchange and/or other relevant authorities, and making applications to the Securities Exchange for the listing of and quotation for such shares on the Securities Exchange, use its best endeavour to obtain permission for dealing therein.
- 13.2 The Company and the Option Committee shall not under any circumstances be held liable for any costs, losses and damages whatsoever and however arising relating to the delay on the part of the Company in allotting and issuing shares or in procuring the Securities Exchange to list and quote the shares for which the Grantee has subscribed.

14.0 OBLIGATION OF COMPANY AS REGARD TO SHARE CAPITAL

The Company shall during the Option Period keep available sufficient authorised and unissued shares in the capital of the Company to satisfy all outstanding Options granted under the ESOS.

15.0 ALTERATION OF SHARE CAPITAL DURING THE OPTION PERIOD

- 15.1 In the event of any alteration in the capital structure of the Company during the Option Period whether by way of a rights issue, bonus issue or other capitalisation issue, consolidation or subdivision of MLABS shares or reduction of capital or any other variation of capital, the Company shall cause such adjustment to be made to:

- (a) the number of new MLABS shares in respect of which an Option has not been exercised; and/or
- (b) the Option Price;

as shall be necessary to give a Grantee the same proportion of the issued capital of the Company as that to which he was entitled prior to the events giving rise to such adjustment to ensure that the capital outlay to be incurred by the Grantees in exercising Options remain unaffected.

- 15.2 Subject to the By-Law 15.6, the Option Price, the number of shares comprised in the Option held by a Grantee, and the par value of the shares which a Grantee is entitled to subscribe for upon exercising the Option shall from time to time be adjusted by the Directors in consultation with the adviser and certified by the external auditors of the Company to be in accordance with the following relevant provisions:

- (a) if and whenever a share by reason of any consolidation or subdivision shall have a different par value, then:
 - (i) the Option Price shall be adjusted by multiplying it by the revised par value and dividing the result by the former par value; and
 - (ii) the number of shares Options held by a Grantee shall be adjusted by multiplying the existing number of Options held at the former par value and divided by the revised par value.

Each such adjustment will be effective from the close of business of Securities Exchange on the Market Day immediately preceding the date on which the consolidation or subdivision becomes effective (that is, the date when the shares are traded on Securities Exchange at the new par value).

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- (b) If and whenever the Company shall make any issue of shares to shareholders credited as fully paid, by way of capitalisation of profits or reserves (including any share premium account and capital redemption reserve fund), the Option Price shall be adjusted by multiplying it by the following fraction:

$$\frac{Z}{Z + Y}$$

and the number of Options shall be adjusted by multiplying the existing number of Options held, by the following fraction:

$$\frac{Z + Y}{Z}$$

Where:

- Z - the aggregate number of issued and fully paid up shares on the record date immediately before such capitalisation issue; and
- Y - the aggregate number of shares to be issued pursuant to any allotment to shareholders credited as fully paid by way of capitalisation of profits or reserves (including share premium account and capital redemption reserve fund).

Each such adjustment will be effective (if appropriate, retroactively) from the commencement of the day next following the record date for such issue.

- (c) If and whenever the Company shall make:
- (i) a Capital Distribution to shareholders whether on a reduction of capital or otherwise (but excluding any cancellation of capital which is lost or unrepresented by available assets); or
- (ii) any offer or invitation to shareholders whereunder they may acquire or subscribe for shares by way of rights;

then and in respect of each such case, the Option Price shall be adjusted by multiplying it by the following fraction:

$$\frac{X - W}{X}$$

and in respect of each such case referred to in By-Law 15.2(c)(ii), the subscriptions of rights shall be adjusted by multiplying the existing number of Options held by the following fraction:-

$$\frac{X}{X - W^*}$$

Where:

- X - the current market price of each share on Market Day immediately preceding the date on which the Capital Distribution or, as the case may be, the offer or invitation is publicly announced to Securities Exchange or (failing any such announcement), immediately preceding the date of the Capital Distribution or, as the case may be, of the offer or invitation; and

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- W - (aa) in the case of an offer or invitation to acquire or subscribe for shares by way of rights referred to in By-Law 15.2(c)(ii), the value of rights attributable to one share (as defined below); or
- (bb) in the case of any other transaction falling within this By-Law 15.2(c) of this Scheme, the fair market value, as determined (with the concurrence of the Auditors) by an Approved Adviser, of that portion of Capital Distribution attributable to one (1) share.

For the purpose of sub-paragraph (aa) of W above, the "value of the rights attributable to one (1) share" shall be calculated in accordance with the formula:

$$\frac{X - V}{U + 1}$$

Where:

- X - as X above;
- V - the Option Price for one (1) additional share under the terms of such offer or invitation or one (1) additional security convertible into shares or one (1) additional security with rights to acquire or subscribe for shares under the invitation, as the case may be;
- U - the number of shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional share or security convertible into shares or rights to acquire or subscribe for shares, as the case may be; and
- W* - the value of rights attributable to one (1) share (as defined below);

For the purpose of definition W* above, the "value of the rights attributable to one (1) share" shall be calculated in accordance with the formula:

$$\frac{X - V^*}{U^* + 1}$$

Where:

- X - as X above;
- V* - the Option Price for one (1) additional share under the terms of offer or invitation;
- U* - the number of shares which it is necessary to hold in order to be offered or invited to acquire or subscribe for one (1) additional share.

For the purpose of this By-Law 15.2(c) in this Scheme "**Capital Distribution**" shall (without prejudice to the generality of that expression) include distribution in cash or specie or by way of issue of shares or other securities credited as fully or partly paid up by way of capitalisation of profits or reserves (including any share premium account or capital redemption reserve fund). Any dividend charged or provided for in the accounts of any period shall (whenever paid and howsoever described) be deemed to be a Capital Distribution unless it is paid out of the aggregate of the net profits attributable to the shareholders for any period as shown in the audited consolidated profit and loss accounts of the Company.

15. THE ESOS BY-LAWS (Cont'd)

- 15.3 The following provisions shall apply in relation to an adjustment which is made pursuant to By-Law 15.1:
- (a) Adjustments other than on a bonus issue must be confirmed in writing by the external auditors of the Company (acting as experts and not as arbitrators);
 - (b) Any adjustment to the Option Price shall be rounded down to the nearest one (1) sen and in no event shall the Option Price be reduced to an amount which is below the par value of the MLABS Shares; and
 - (c) Any fractional entitlement will be disregarded in determining a Grantee's entitlement to subscribe for MLABS Shares and the Grantee's entitlement will be rounded down to the nearest whole number.
- 15.4 By-Law 15.1 shall not be applicable where an alteration in the capital structure of the Company arises from, inter-alia, any of the following:
- (a) an issue of MLABS Shares pursuant to the exercise of Options under the Scheme; or
 - (b) an issue of securities as consideration for an acquisition; or
 - (c) an issue of securities as a private placement; or
 - (d) an issue of securities as a special issue approved by the relevant governmental authorities; or
 - (e) a restricted issue of securities; or
 - (f) an issue of MLABS Shares arising from any conversion rights in respect of securities convertible into new MLABS Shares including but not limited to warrants and convertible loan stocks; or
 - (g) issue of further Options to Eligible Employees under the By-Laws.
- 15.5 Any adjustment pursuant to By-Law 15.1 shall be made at the following times:
- (a) in the case of a rights issue, bonus issue or other capitalisation issue, on the Market Day immediately following the date of entitlement in respect of such issue; or
 - (b) in the case of a consolidation or subdivision of MLABS Shares or reduction of capital, on the Market Day immediately following the date of allotment of new MLABS Shares of the Company in respect of such consolidation, subdivision or reduction.
- Upon any adjustment being made, the Option Committee shall give notice in writing to the Grantee, or the Grantee's legal or personal representative where the Grantee is deceased, to inform him of the adjusted Option Price and/or the adjusted number of Shares comprised in the Option and the event giving rise thereto.
- 15.6 Notwithstanding the By-Laws 15.1 and 15.2 and subject to By-Law 15.4 herein, should there be any other circumstances where the Directors consider adjustments should be made in the circumstances set out in By-Law 15.1, where the Directors consider that the adjustments provided under By-Law 15.2 should not be made or should be calculated on a different basis or that adjustments should be made notwithstanding that no such adjustment is required under those provisions, the Company may appoint an Approved Adviser to consider whether for any reason whatsoever the adjustment should be modified or nullified or an adjustment be made instead of no adjustment in such manner as may be considered by such Approved Adviser to be appropriate.

15. THE ESOS BY-LAWS (Cont'd)

16.0 ADMINISTRATION OF THE ESOS

The ESOS shall be administered by the Option Committee. The Board shall have the discretion as it deems fit to approve, rescind and/or revoke the appointment of any person(s) in the Option Committee. The Option Committee shall be vested with such powers and duties as are conferred upon it by the Board. In addition, the Option Committee may for the purpose of administering the ESOS do all acts and things and enter into any transaction, agreement, deed, document or arrangement, make rules, regulations or impose terms and conditions or delegate part of its powers relating to the ESOS, which the Option Committee may in its discretion consider to be necessary or desirable to give full effect to the ESOS and generally exercise such powers and perform such acts as are deemed necessary or expedient to promote the best interest of the Company.

17.0 AMENDMENT AND/OR MODIFICATION TO THE ESOS

The Option Committee may recommend to the Board who shall have the power at any time and from time to time by resolution to amend and/or modify all or any part of the provisions in the By-Laws of the ESOS PROVIDED THAT:

- (a) no such amendment and/or modification which shall prejudice the rights of a Grantee shall be made without his/her consent in writing; and
- (b) no such amendment and/or modification which shall render the rights of a Grantee more favourable shall be made without the approval of the shareholders of the Company in a general meeting particularly in relation to the following:
 - (i) the definition of Eligible Employee;
 - (ii) the maximum number of shares available under the ESOS;
 - (iii) the basis of allocation and maximum allowable allotment under each category of Eligible Employees;
 - (iv) the amount payable on acceptance of offer to participate in the ESOS;
 - (v) the basis of determining the Option Price and the timing of payment for the exercise of the Options;
 - (vi) the alteration of the share capital during the Option Period as stipulated in By-Law 15.0;
 - (vii) the extension of the duration of the ESOS beyond the maximum period as stipulated in By-Law 19.2;
 - (viii) the retention period of the shares issued pursuant to the exercise of Options, if applicable; and
 - (ix) the voting, dividend, transfer and other rights, including those arising on a liquidation of MLABS or its subsidiaries, as the case may be, attaching to the shares issued pursuant to the exercise of Option.

18.0 LIQUIDATION OF THE COMPANY

In the event that any order is made or resolution is passed for the liquidation of the Company, all unexercised or partially exercised Options shall automatically lapse and shall be null and void and of no further effect.

15. THE ESOS BY-LAWS (Cont'd)

19.0 DURATION OF THE ESOS

19.1 The ESOS shall come into effect at the date of full compliance with all relevant requirements in relating to the employee share option scheme in the Securities Exchange Listing Requirements ("Effective Date") including the following:

- (a) submission of the final copy of the By-Laws to the Securities Exchange;
- (b) receipt of approval-in-principle from the Securities Exchange for the listing of and quotation for the new MLABS shares to be issued pursuant to the exercise of Options granted under the ESOS;
- (c) procurement of shareholders' approval in a general meeting;
- (d) receipt of approval of any other relevant regulatory authority, where applicable; and
- (e) fulfilment of all conditions attached to the above approvals, if any.

The adviser to the Company for the ESOS must submit a confirmation to the Securities Exchange of full compliance pursuant to the above stating the Effective Date of implementation together with a certified true copy of the relevant resolution passed in the shareholders in general meeting. The submission of the confirmation must be made not later than five (5) Market Days after the effective date of implementation.

19.2 The ESOS shall continue to be in force for a period of five (5) years from the Effective Date. However, the ESOS may on or before the expiry thereof, at the discretion of the Option Committee be extended or renewed (as the case may be) provided always that the initial ESOS period stipulated above and such extension of ESOS made pursuant to the By-Laws shall not in aggregate exceed a duration of ten (10) years. For the avoidance of doubt, no further sanction, approval or authorisation of the shareholders of the Company in a general meeting is required for any such extension or renewal (as the case may be).

20.0 COSTS AND EXPENSES OF THE ESOS

Save as otherwise provided for in the ESOS and the Articles of Association of the Company, all fees, costs incurred in relation to the ESOS including but not limited to the fees, cost and expenses relating to the issue and allotment of the shares pursuant to the exercise of any Option, shall be borne by the Company save and except for any tax (including income tax), if any, arising from the Offer and/or exercise of any options under the ESOS.

Any cost in relation to the loss of Option Certificate will be fully borne by the Grantee and such Grantee will have to sign a statutory declaration to declare the loss of the Option Certificate.

21.0 DISPUTES

In case any dispute or difference shall arise between the Option Committee and an Eligible Employee or Grantee, as the case may be, as to any matter of any nature arising hereunder, the Option Committee shall determine such dispute or difference by a written decision (without any obligation to give any reason thereof) given to the Eligible Employee or the Grantee, as the case may be. The said decision shall be final and binding on the parties.

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15. THE ESOS BY-LAWS (Cont'd)

22.0 ACQUISITION OR INCORPORATION OF SUBSIDIARY COMPANIES

In the event of any acquisition or incorporation of any company into the Group as a subsidiary company as defined in Section 5 of the Act or any other statutory regulation in place thereof during the tenure of this ESOS, the ESOS shall apply to the employees of such company on the date such company becomes subsidiary of the Group (provided that such subsidiary company is not dormant) falling within the meaning of the expression of "Eligible Employee" under By-Law 1.0 hereof and the provisions of the By-Laws shall apply.

23.0 DIVESTMENT FROM THE GROUP

If the Grantee who was in the employment of a company in the Group which was subsequently divested from the Group resulting in a subsequent holding of fifty per centum (50%) or less by the Group, or in the event any subsidiary company shall cease to be a subsidiary, then such Grantee shall:

- (a) notwithstanding such divestment or any of the provisions of any By-Laws herein, be entitled to continue to exercise all such unexercised Option(s) which were granted to him/her under the ESOS within a period of three (3) months from the date of such divestment or within the Option Period, whichever is earlier or such further period as the Option Committee may in its absolute discretion grant in writing, failing which the right of such Grantee to subscribe for the number of the new shares or any part thereof granted under unexercised Option(s) shall be null and void and of no further force and effect; and
- (b) not be eligible to participate for further Option(s) under the ESOS.

24.0 TRANSFER FROM THE GROUP TO ASSOCIATED COMPANIES/RELATED COMPANIES

24.1 In the event that the Grantee is transferred from the Group to associated companies of the Group (which definition shall be that which is adopted by the Malaysian Accounting Standard Board) or to any related companies (as defined in Section 6 of the Act) of the Company which have an existing employee share option scheme in which the Grantee will be entitled to participate, the Grantee shall be entitled to exercise all or part of any unexercised or partially exercised Options which were granted to him/her under the ESOS within a period of six (6) months from the date of such transfer or such period as determined in writing by the Option Committee.

25.0 TRANSFER FROM OTHER COMPANIES TO THE GROUP

In the event that:

- (a) an employee who was employed in a company which is related to the Company pursuant to Section 6 of the Act (that is to say, a company which does not fall within the definition of "the Group") and is subsequently transferred from such company to any company within the Group; or
- (b) an employee who was in the employment of a company which subsequently becomes a member of the Group as a result of a restructuring or acquisition exercise or otherwise involving the Company and/or any company within the Group with any of the first mentioned company stated in (a) above;

(the first abovementioned company in (a) and (b) hereof referred to as the "Previous Company"), such an employee of the Previous Company will be eligible to participate in this ESOS for its remaining Option Period, if the affected employee becomes an "Eligible Employee" within the meaning under these By-Laws.

15. THE ESOS BY-LAWS (Cont'd)

26.0 TERMINATION OF THE ESOS

Subject to compliance with requirements of the Securities Exchange and any other relevant authorities and upon fulfilling the following conditions:

- (a) to obtain the approval of the Securities Exchange for the termination of the ESOS;
- (b) to obtain the consent of its shareholders at a general meeting, wherein at least a majority of the shareholders present should vote in favour of the termination; and
- (c) to obtain written consent of all Grantees who have yet to exercise their Options, either in part or in whole,

the Company may terminate the continuation of this ESOS at any time and in such an event no further Offers shall be made by the Option Committee from the date of such ordinary resolutions in a general meeting and all Offer outstanding but not accepted by the Eligible Employee at the date of the said resolution and the Options as yet unexercised or partially exercised shall be deemed to be terminated at the date of such resolution.

27.0 DISCLAIMER OF LIABILITY

Notwithstanding any provisions contained herein and subject to the Act, the Company, the Board and the Option Committee shall not under any circumstances be held liable to any person for any cost, charges, losses, expenses, damages or liabilities whatsoever arising in any event, including but not limited to any delay on the part of the Company in allotting and issuing the shares or in procuring the Securities Exchange to list the shares subscribed for by a Grantee.

28.0 NOT A TERM OF EMPLOYMENT

This ESOS does not form any part of or constitute or in any way be construed as a term and condition of employment of any Eligible Employee.

29.0 ESOS TO CONFER NO SPECIAL RIGHTS

This ESOS shall not confer or be construed to confer on an Eligible Employee any special rights or privileges over the Eligible Employee's terms and conditions of employment in the Group under which the Eligible Employee is employed nor any additional right to any compensation or damages that the Eligible Employee may be normally entitled to arising from the cessation of such employment.

30.0 INSPECTION OF THE AUDITED FINANCIAL STATEMENTS

Subject to the Articles of Association of the Company, all Grantees are entitled to inspect the latest audited financial statements of the Company during normal office hours on any working day at the registered office of the Company.

31.0 ARTICLES OF ASSOCIATION OF THE COMPANY

Notwithstanding the terms and conditions contained herein, if a situation of conflict should arise between the By-Laws of this ESOS and the Articles of Association of the Company, the provisions of the Articles of Association of the Company shall at all times prevail.

15. THE ESOS BY-LAWS (Cont'd)

32.0 GOVERNING LAW

The ESOS and these By-Laws and all options granted hereunder shall be governed by and construed in accordance with the laws of Malaysia.

33.0 REPORTING REQUIREMENTS

The Company shall disclose in the annual report in respect of its Directors and other participants in aggregate, the particulars of the outstanding Options, date of grant, exercise period, price and the number of Options exercised and/or lapsed.

34.0 SUBSEQUENT EMPLOYEE SHARE OPTION SCHEME

Subject to the approval of the Securities Exchange and any other relevant authorities and the approval of the shareholders in a general meeting, the Company may establish a new employee share option scheme after the expiry date of this ESOS or upon termination of this ESOS.

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16. ADDITIONAL INFORMATION

16.1 SHARE CAPITAL

- (i) No ordinary share will be allotted or issued on the basis of this Prospectus later than twelve (12) months after the date of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company. There is only one (1) class of shares in the Company, namely, ordinary shares of RM0.10 each, all of which rank equally with one another.
- (iii) Save as disclosed in Sections 6.2, 6.3 and 6.4 of this Prospectus, no shares, stocks, debentures, warrants, options, convertible securities or uncalled capital of the Group has been issued or been agreed to be issued or is proposed to be issued as fully or partly paid-up, for cash or otherwise, within the two (2) years immediately preceding the date of this Prospectus.
- (iv) Other than the 3,000,850 Public Issue Shares offered to the eligible Directors, employees and business associates of the Group as disclosed in Section 6.3(ii) of this Prospectus and the approved E:SOS as disclosed in Sections 6.4 and 15 of this Prospectus:
 - (a) no person or employee of the Group has been or is entitled to be given or has exercised any option to purchase or subscribe for any shares, stocks or debentures of the Group; and
 - (b) there is no scheme involving the employees of the Group in our shares.
- (v) The Group has no outstanding convertible debt securities.
- (vi) Save for the Public Issue and the approved E:SOS as disclosed in Sections 6.3(ii), 6.4 and 15 of this Prospectus, there is no present intention on the part of the Directors to issue any part of its authorised but unissued share capital.

16.2 ARTICLES OF ASSOCIATION

The following provisions are reproduced from the Company's Articles of Association ("Articles"). The words and expressions appearing in the following provisions shall bear the same meaning used in the Articles unless they are otherwise defined here or the context otherwise requires:

(i) Transfer of Shares

The provision in the Articles, in respect of the arrangements for transfer of our shares and restrictions on their free transferability are as follows:

Article 49 - Transfer of securities

Subject to these Articles, the Act, the Central Depositories Act and the Rules (with respect to transfer of deposited security), shares and securities in the Company which have been deposited with the Depository shall be transferable.

Article 50 - Transfer of securities

Every transfer of shares or securities or any class of listed securities in the Company shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act and any exemption that may be made from the compliance with sub-Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed securities.

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

Article 51 - Form of Transfer

The transfer of any listed securities or class of listed securities of the Company shall be effected in accordance with the Act, the Central Depositories Act and the Rules and for such deposited securities, these Articles shall not be applicable to the extent that they are inconsistent with the relevant provisions of the Act, the Central Depositories Act and the Rules. Subject to the Act, the Central Depositories Act and the Rules and these Articles, any member may transfer all or any of his securities in such manner or form as may from time to time be approved by the Exchange.

Article 52 - Refusal to Register Transfer

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

Article 53 - No Restriction on Fully Paid Securities

There shall be no restriction on the transfer of fully paid securities except where required by law or provided under the Central Depositories Act and the Rules.

Article 55 - Restriction on Transfer

No share shall be transferred to any partnership or unincorporated association or body, minor, bankrupt or person of unsound mind.

Article 56 - 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) **Remuneration of Directors**

The provisions in the Articles dealing with the remuneration of the Directors are as follows:

Article 115 - Directors' Remuneration

- (1) The fees of the Directors shall from time to time be determined by the Company in General Meeting but the remuneration of the executive Directors shall from time to time be determined by the Board of Directors.
- (2) The fees payable to the 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.
- (3) The fees payable to non-executive Directors shall be a fixed sum and not by a commission on or percentage of profits or turnover and the remuneration payable to executive Directors may not include a commission on or percentage of turnover.
- (4) Any fee paid to an alternate Director shall be agreed between him and his appointor and shall be deducted from his appointor's remuneration.

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16. ADDITIONAL INFORMATION (Cont'd)

Article 116 - Allowances

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

Article 117 - Special Remuneration

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

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

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

Article 146 - Managing Director's Remuneration

- (1) A Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive such remuneration (whether by way of salary, commission, or participation in profits or partly in one way and partly in another) as the Directors may determine but he shall not under any circumstances be remunerated by a commission on or a percentage of turnover.
- (2) The Directors may entrust to and confer upon a Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter, or vary all or any of those powers. A Managing Director shall always be subject to the control of the Board.

(iii) Voting and Borrowing Powers of Directors

The provisions of the Articles in respect of the voting and borrowing powers of the Directors are as follows:

Article 129 - Directors' Borrowing Powers

Subject to the restriction in Article 130:

- (1) The Directors may exercise all the powers of the Company to borrow any sum or sums of money from any person, bank, firm or company and to mortgage or charge its undertaking, property and uncalled capital, and any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company, or its wholly owned subsidiary or of any related corporation.
- (2) The Directors may exercise all the powers of the Company to guarantee and give guarantees or indemnities for the payment of money, the performance of contracts or obligations or for the benefit or interest of the Company or of any subsidiary corporation.

16. ADDITIONAL INFORMATION (Cont'd)

- (3) The Directors may guarantee the whole or any part of the loans or debts raised or incurred by or on behalf of the Company or any interest payable thereon with power to the Directors to indemnify the guarantors from or against liability under their guarantees by means of a mortgage or hypothecation of or charge upon any property and asset of the Company or otherwise

Article 130 - Restrictions on Borrowing

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

Article 148 - Right to Regulate Proceedings

Subject to these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman of the meeting shall (subject to Article 151) have a second or casting vote.

Article 151 - Where No Casting Vote

The Chairman of the board of Directors shall not have a casting vote 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 154 - Directors' Resolution in Writing

A resolution in writing signed or approved by letter, telex, facsimile or telegram by a majority of the Directors who may at the time be present in Malaysia, and who are sufficient to form a quorum shall be as valid and effectual as if it had been passed at a meeting of the Directors duly carried and constituted; provided that where a Director is not present but has an alternate who is so present, then such resolutions shall be signed by such alternate. All such resolutions shall be described as "Directors' Circular Resolutions" and may consist of several documents in the like form each signed by one or more of the Directors and shall be forwarded or otherwise delivered to the Secretary without delay, and shall be recorded by him in the Company's minute book following the receipt thereof by him and submitted for confirmation at the next meeting of the Board of Directors.

Article 155 - Disqualification from Voting

- (1) A Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning any contract, proposed contract, arrangement or other matter in which he has, directly or indirectly, a personal interest or duty which is material and which conflicts or may conflict with the interests of the Company.
- (2) A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

Article 156 - Separation of Resolutions

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

16. ADDITIONAL INFORMATION (Cont'd)

Article 157 - Questions as to Right to Vote

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

(iv) Changes in Capital and Variation of Class Rights

The provisions of the Articles in respect of the changes in capital and variations of class rights are as follows:

Article 11 - Variation 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 (subject to Sections 55 and 65 of the Act and whether or not the Company is being wound up) be varied or abrogated with:

- (1) the consent in writing of the holders of three-fourths (3/4) of the issued shares of that class; or
- (2) the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

To every such separate general meeting, the provisions of these Articles relating to general meetings shall mutatis mutandis apply, except that the necessary quorum shall be two (2) persons at least holding or representing by proxy one-tenth (1/10) of the issued shares of the class (but so that if at any adjourned meeting of such holders, a quorum is not present, the holders present, shall form a quorum), and any holder of shares of the class present in person or by proxy may demand a poll.

Article 12 - No Deemed Variation

Subject to Section 65 of the Act, 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 13 - Issue of Securities

- (1) Subject to the Act and these Articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, issue, allot (with or without conferring a right of renunciation), grant options over, grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares, or otherwise deal with or dispose of them to such persons at such times and on such terms and conditions as they may determine.
- (2) All allotment of securities which are Prescribed Securities are to be made by way of crediting the Securities Accounts of the allottees with such securities save and except where it is specifically exempted from compliance with Section 38 of the Central Depositories Act, in which event it shall so similarly be exempted from compliance.

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16. ADDITIONAL INFORMATION (Cont'd)

Article 14 - Restrictions on Issue

Article 13 shall be subject to the following provisions:

- (1) the Company shall not offer, issue, allot, grant options over shares, grant any right or rights to subscribe for shares or any right or rights to convert any security into shares or otherwise deal with or dispose of shares which will or may have the effect of transferring a controlling interest in the Company without the prior approval of the Members in general meeting;
- (2) every issue of shares or options to employees and/or Directors shall be approved by the Members in general meeting and no Director shall participate in a share scheme for employees unless the Members in general meeting have approved the allotment to such Director;
- (3) no shares shall be issued at a discount except in accordance with Section 59 of the Act;
- (4) the total nominal value of issued preference shares shall not exceed the total nominal value of the issued ordinary shares at any time;
- (5) the rights attaching to shares of a class other than ordinary shares shall be expressed in the resolution creating them.

Article 16 - Issue of New Shares to Members

Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled. The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company. The Directors may likewise also dispose of any new share or security which (by reason of the ratio which the new shares or securities bear to shares or securities held by persons entitled to an offer of new shares or securities) cannot, in the opinion of the Directors, be conveniently offered under this Article.

Article 17 - Extraordinary General Meeting Waiver

Notwithstanding Article 16 (but subject to the Act), the Company may apply to the Exchange for a waiver from convening an extraordinary general meeting to obtain shareholders approval for further issue or issues of shares (other than bonus or rights issues) where:

- (1) the aggregate issues of shares (other than bonus and rights issues and other issues of shares which have been specifically approved by the shareholders in an extraordinary general meeting) in any one financial year in which such further issue or issues are made do not exceed ten percent (10%) of the Company's issued share capital as at the last day of the financial year; and
- (2) there is in force at the time of the application for such waiver, a resolution of the Company in general meeting in accordance with the provisions of Section 132D of the Act authorising the Directors to make such further issue or issues as stated above.

16. ADDITIONAL INFORMATION (Cont'd)

Article 70 - Consolidation Division and Cancellation

The Company may by ordinary resolution:

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

Article 71 - Fractions

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

Article 72 - Reduction of Capital

The Company may by special resolution reduce its share capital and any capital redemption reserve or share premium account in any manner authorised by the Act and subject to any consent required by law.

Article 73 - Resolution to Increase Capital

Without prejudice to the rights attached to any existing shares or class of shares, the Company in general meeting may by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount 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 may direct in the resolution authorising such increase.

16.3 DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

- (i) The names, addresses and occupations of the Directors are set out in Section 1 this Prospectus.
- (ii) The Directors are not required to hold any qualification share in the Company unless otherwise so fixed by the Company in general meeting.
- (iii) Save as disclosed in Section 9.2.4 of this Prospectus, the remuneration and benefits payable to the Directors and Promoters as Directors and employees of the Company and the purchase consideration paid pursuant to the MSB Acquisition as detailed in Section 6.3(i) of this Prospectus, there are no amounts or benefits paid or intended to be paid or given by the Company to the Promoters, Directors and substantial shareholders within the two (2) years preceding the date of this Prospectus.

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16. ADDITIONAL INFORMATION (Cont'd)

- (iv) The direct and indirect interests of the Directors and substantial shareholders in the issued and paid-up share capital of the Company before and after the Public Issue are as follows:

Name	<-----Shareholding before the Public Issue----->				<-----Shareholding after the Public Issue----->			
	Direct		Indirect		Direct		Indirect	
	No. of	% held	No. of	% held	No. of	% held	No. of	% held
	Shares held		Shares held		Shares held		Shares held	
Directors								
Dr Sureswaran Ramadass *	587,132	0.77	-	-	687,132 ^(b)	0.67	-	-
Vena A/P Jaganathan *	1,485,829	1.95	52,847,913 ^(a)	69.53	1,585,849 ^(b)	1.55	52,847,913 ^(a)	51.73
Lim Soon Song	739,844	0.97	-	-	839,844 ^(b)	0.82	-	-
Tan Sri Musa Bin Mohamad	-	-	-	-	100,000 ^(b)	0.10	-	-
Zaidi Bin Shamsuddin	-	-	-	-	100,000 ^(b)	0.10	-	-
Substantial Shareholders								
Compquest *	52,847,913	69.53	-	-	52,847,913	51.73	-	-
Kenwin	5,714,749	7.52	-	-	5,714,749	5.59	-	-
Vena A/P Jaganathan	1,485,829	1.95	52,847,913 ^(a)	69.53	1,585,849 ^(b)	1.55	52,847,913 ^(a)	51.73

Notes:

* Please refer to Section 9.6 for the relationship amongst Dr Sureswaran Ramadass, Vena A/P Jaganathan and Compquest.

(a) Deemed interest by virtue of her substantial shareholding in Compquest pursuant to Section 6A of the Act.

(b) Inclusive of their indicative Pink Form Shares allocation and assuming they subscribe in full for their Pink Form Shares allocation.

- (v) Save as disclosed in Sections 11.2 and 11.5 of this Prospectus, none of the Directors or substantial shareholders has any interest in any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of the Group, taken as a whole.

16.4 EXPENSES

- (i) Save as disclosed in Section 3.10 of this Prospectus, there are no commission, discounts, brokerages or other special terms granted or paid by the Group within the two (2) years preceding the date of this Prospectus in connection with the issue or sale of any shares in or debenture of the Group for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscription for any shares in or debentures of the Group, and none of the Directors or Promoters or experts are entitled to receive any such payment.
- (ii) Expenses incidental to the listing of and quotation for the entire issued and paid-up share capital of MLABS on the Official List of MEXSDAQ Market amounting to approximately RM1,800,000 details of which are set out in Section 3.9 of this Prospectus will be borne by the Company.
- (iii) Sponsorship fee of RM50,000 per annum is payable by the Company to Alliance, being the Sponsor of the Company for at least one (1) year upon the Listing.

16. ADDITIONAL INFORMATION (Cont'd)**16.5 MATERIAL LITIGATION**

Save as disclosed below, as at the Latest Practicable Date, the Group is not engaged in any material litigation, claims or arbitration either as plaintiff or defendant, which may have a material effect on the Group's financial position or business upon becoming enforceable, and the Directors does not have any knowledge of any proceedings pending or threatened against the Group or of any facts likely to give rise to any proceedings which may materially and adversely affect the Group's financial position or business.

- (i) By a summons dated 30 June 2003, Arvind Nagpal ("the plaintiff") commenced a civil suit against MSB to claim for the sum of RM47,593.67 (together with costs and interest at 8% per annum on the amount claimed from the date of the summon until actual settlement) for wages and commission allegedly due to the plaintiff for his services as a Director-Sales and Marketing based in Singapore under a fixed term contract of employment. MSB filed a defence dated 15 September 2003 stating, *inter alia*, that the plaintiff was not employed as an employee under a contract of service but under a contract for services, and that the plaintiff had breached the contract by failing to fulfill agreed targets and that the commission was only payable in regard to sales for which MSB had received payment. MSB had proposed to settle the matter by paying SGD17,000 (approximately, RM39,100 at the exchange rate of RM2.30:SGD1.00) as full and final settlement which was agreed by the plaintiff, and the only outstanding issue that is still being negotiated is the question of who shall retain the plaintiff's tax payable to the Inland Revenue Board from the settlement sum.

A provision of RM24,138 has been provided for in the financial statements for the financial year ended 31 December 2004.

- (ii) MSB filed a summons and statement of claim on 6 February 2004 against Pancagle Holdings Bhd claiming for the sum of RM210,000 being the balance payment for the supply and installation of software, RM39,498.90 being interest chargeable until 31 January 2004, interest at 2% per month on RM210,000 from 1 February 2004 until the date of judgment, interest at 8% per annum on the judgment sum from the date of judgment until full settlement and costs. On 7 May 2004, MSB filed an application for summary judgment which hearing on 13 May 2005 was adjourned and fixed for mention on 29 July 2005 by the court.

The solicitors representing MSB in the above case is of the opinion that MSB stands a good chance in succeeding in the claim.

16.6 MATERIAL CONTRACTS

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

- (i) Settlement Agreement dated 20 April 2004 between MV1 of the first part, Mlabs Global Inc. of the second part and MSB of the third part whereby MSB undertakes to settle and discharge the sum of RM2,700,000 owing by Mlabs Global Inc. to MV1 as if MSB is the original debtor to MV1 in respect of the said sum. Simultaneous with the execution of this Settlement Agreement, the parties agreed to execute a Novation Agreement and the Debenture described in paragraphs (ii) and (iii) below respectively. In consideration of MV1 entering into the Novation Agreement as aforesaid, MSB and Mlabs Global Inc. agree and undertake with MV1 that in event that the company to be listed in the listing exercise involving MSB and Mlabs Global Inc. is not MSB but another corporation which shall be the holding company of the Group upon Listing ("Listed Corporation"), both MSB and Mlabs Global Inc. shall procure the Listed Corporation to apply the proceeds of the listing towards repayment of the said sum of RM2,700,000 and all late payment interest in priority to all other application of such proceeds, and if the same shall not have been fully repaid within three (3) months from the Listing, both MSB and Mlabs Global Inc. shall additionally procure the Listed Corporation to execute a first debenture in favour of MV1 to secure the repayment of the said sum of RM2,700,000 and all late payment interest payable under the Settlement Agreement.

16. ADDITIONAL INFORMATION (Cont'd)

Interest at 6% per annum calculated on a daily basis on the outstanding amount is chargeable from 1 July 2004 to 30 June 2005 being the extended period as agreed by MV1.

Note:

As at 20 April 2004, MSB was wholly-owned by MLABS Global Inc. Dr Sureswaran Ramadass, Vena A/P Jaganathan and Lim Soon Seng were directors of MLABS Global Inc and Compquest was the holding company of MLABS Global Inc. as at 20 April 2004. MSB ceased to be a wholly-owned subsidiary of MLABS Global Inc. on 9 June 2004. On 15 June 2004, Compquest disposed of its shares in MLABS Global Inc. and Dr Sureswaran Ramadass, Vena A/P Jaganathan and Lim Soon Seng resigned as directors of MLABS Global Inc. on 16 June 2004.

- (ii) Novation Agreement dated 20 April 2004 between Mlabs Global Inc. of the first part, MSB of the second part and MV1 of the third part whereby pursuant to the Settlement Agreement made between the same parties, MSB undertakes to perform the obligations of Mlabs Global Inc. in respect of the sum of RM2,700,000 owing by Mlabs Global Inc. to MV1 as if MSB has been the original debtor for the said sum in lieu of Mlabs Global Inc., and MV1 accepts MSB's performance of Mlabs Global Inc.'s obligations and agrees to release and discharge Mlabs Global Inc. subject to MSB fully settling the said sum.
- (iii) MSB executed a Debenture dated 20 April 2004 with MV1 creating second fixed and floating charges over its assets in favour of MV1 to secure the performance of MSB's obligations under the Settlement Agreement dated 20 April 2004 made between MV1 of the first part, Mlabs Global Inc. of the second part and MSB of the third part to repay the sum of RM2,700,000 owing to MV1. The charges created under this Debenture ranked after the existing first charges created by MSB in favour of Bank Industri (Malaysia) Berhad whose consent was obtained for this Debenture.
- (iv) Share Sale Agreement dated 16 June 2004 between the shareholders of MSB of the one (1) part as vendors, and the Company of the other part as purchaser, to acquire the entire issued and paid-up share capital of MSB comprising 5,000,000 ordinary shares of RM1.00 each in MSB for a total consideration of RM7,600,613 based on the adjusted audited shareholders' fund of MSB as at 31 December 2003 satisfied by the issuance of 76,006,130 new Shares at par. The acquisition of MSB by the Company which is part of the restructuring scheme for the Listing was completed on 31 March 2005.
- (v) Underwriting agreement dated 9 May 2005 between the Company and Alliance for the underwriting of 2,000,000 Public Issue Shares which are available for application by the Malaysian Public. The Underwriter has further conditionally agreed to underwrite the Public Issue Shares made available for application by the eligible Directors, employees and business associates of the Group which are not taken up. Underwriting commission is payable at the rate of 2.0% of the issue price of RM0.55 per Share.
- (vi) Placement agreement dated 9 May 2005 between the Company and Alliance for the placement of 21,150,000 Public Issue Shares for a placement fee at the rate of 2.0% of the issue price of RM0.55 per Share for placees identified and secured by the Placement Agent and 1.25% of the issue price of RM0.55 per Share for placees identified and secured by the Company.
- (vii) Sponsorship Agreement dated 9 May 2005 between the Company and Alliance to appoint Alliance as the Sponsor for the Company for a period of one (1) year after Listing for a sponsorship fee of RM50,000.

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16. ADDITIONAL INFORMATION (Cont'd)

16.7 MATERIAL AGREEMENTS

Save as disclosed below, there are no material agreements which have been entered into by the Group within the two (2) years immediately preceding the date of this Prospectus.

- (i) Agreement dated 28 August 2003 between Mlabs Global Inc. and MSB whereby Mlabs Global Inc. agreed to transfer its rights to the MCS version 4 video conferencing software (which Mlabs Global Inc. jointly owns with MSB) to MSB for a cash consideration of RM1,575,000.90 based on the NBV of the said software in the accounts of Mlabs Global Inc. The intellectual property rights to the components of the MCS version 4 which were owned by Mlabs Global Inc. were assigned by Mlabs Global Inc. to MSB in a deed of assignment dated 30 December 2003 (see paragraph (iv) below). Mlabs Global Inc. was the holding company of MSB as at the date of the above agreement.
- (ii) Agreement dated 28 August 2003 between Mlabs Global Inc. and MSB whereby Mlabs Global Inc. agreed to transfer its rights to the MCS version 5a video conferencing software (which Mlabs Global Inc. jointly owns with MSB) to MSB for a cash consideration of RM500,000 based on the NBV of the said software in the accounts of Mlabs Global Inc. The intellectual property rights to the components of the MCS version 5a which were owned by Mlabs Global Inc. were assigned by Mlabs Global Inc. to MSB in two (2) deeds of assignment, both dated 30 December 2003 (see paragraphs (v) and (vi) below). Mlabs Global Inc. was the holding company of MSB as at the date of the above agreement.
- (iii) Agreement dated 30 December 2003 between Mlabs Global Inc. and MSB whereby Mlabs Global Inc. agreed to transfer its rights to the MCS version 5b video conferencing software (which Mlabs Global Inc. jointly owns with MSB) to MSB for a cash consideration of RM2,500,000 based on the NBV of the said software in the accounts of Mlabs Global Inc. The intellectual property rights to the components of the MCS version 5b which were owned by Mlabs Global Inc. were assigned by Mlabs Global Inc. to MSB in four (4) deeds of assignment, all dated 30 December 2003 (see paragraphs (vii) to (x) below). Mlabs Global Inc. was the holding company of MSB as at the date of the above agreement.
- (iv) Deed of assignment dated 30 December 2003 between Mlabs Global Inc. and MSB whereby in consideration of the sum of RM1,575,000.90, Mlabs Global Inc. assigned to MSB absolutely all the intellectual property rights of the components of MCS version 4 comprising Automated Installation, Configuration Tool, Conference Monitor, Video Component, Audio Component and Chat Component. This deed of assignment is executed pursuant to the agreement dated 28 August 2003 made between the parties as set out in paragraph (i) above.
- (v) Deed of assignment dated 30 December 2003 between Mlabs Global Inc. and MSB whereby in consideration of the sum of RM420,000, Mlabs Global Inc. assigned to MSB absolutely all the intellectual property rights of the components Automated Installation, Configuration Tool, Conference Monitor, Video Component, Audio Component, Chat Component and Accounting Component of MCS version 5a. This deed of assignment is executed pursuant to the agreement dated 28 August 2003 made between the parties as set out in paragraph (ii) above.
- (vi) Deed of assignment dated 30 December 2003 between Mlabs Global Inc. and MSB whereby in consideration of the sum of RM80,000, Mlabs Global Inc. assigned to MSB absolutely all the intellectual property rights of MCS Camera Testing Tool which is one (1) of the components of MCS version 5a. This deed of assignment is executed pursuant to the agreement dated 28 August 2003 made between the parties as set out in paragraph (ii) above.
- (vii) Deed of assignment dated 30 December 2003 between Mlabs Global Inc. and MSB whereby in consideration of the sum of RM2,230,000, Mlabs Global Inc. assigned to MSB absolutely all the intellectual property rights of the components Automated Installation, Configuration Tool, Conference Monitor, Video Component, Audio Component, Chat Component and Accounting Component of MCS version 5b. This deed of assignment is executed pursuant to the agreement dated 30 December 2003 made between the parties as set out in paragraph (iii) above.

16. ADDITIONAL INFORMATION (Cont'd)

- (viii) Deed of assignment dated 30 December 2003 between Mlabs Global Inc. and MSB whereby in consideration of the sum of RM90,000, Mlabs Global Inc. assigned to MSB absolutely all the intellectual property rights of Server Licensing Module which is one (1) of the components of MCS version 5b. This deed of assignment is executed pursuant to the agreement dated 30 December 2003 made between the parties as set out in paragraph (iii) above.
- (ix) Deed of assignment dated 30 December 2003 between Mlabs Global Inc. and MSB whereby in consideration of the sum of RM90,000, Mlabs Global Inc. assigned to MSB absolutely all the intellectual property rights of Server Installation and Configuration Scripts which is one (1) of the components of MCS version 5b. This deed of assignment is executed pursuant to the agreement dated 30 December 2003 made between the parties as set out in paragraph (iii) above.
- (x) Deed of assignment dated 30 December 2003 between Mlabs Global Inc. and MSB whereby in consideration of the sum of RM90,000, Mlabs Global Inc. assigned to MSB absolutely all the intellectual property rights of Dual Display Module which is one (1) of the components of MCS version 5b. This deed of assignment is executed pursuant to the agreement dated 30 December 2003 made between the parties as set out in paragraph (iii) above.
- (xi) Distribution Agreement dated 17 August 2004 between PT IDC (Internetindo Data Centre) Indonesia and MSB whereby MSB appoints PT IDC as the non-exclusive distributor of the computer software Multimedia Conferencing System (MCS) in Indonesia. Pursuant to this agreement, PT IDC shall purchase one (1) MCS version 5.0, 250 User Enterprise System for USD180,000 which will be set-off against the equivalent amount of fees payable to PT IDC for locating MSB's server in PT IDC's data centre known as Internet Xchg (PTI Data Center) for a five(5)-year period.

16.8 PUBLIC TAKE-OVER OFFERS

None of the following has occurred in the last financial year and/or the current financial year up to the date of this Prospectus:

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

16.9 GENERAL

- (i) The nature of the Group's business is described in Section 6 of this Prospectus and the names of all the corporations which are deemed to be related to the Company by virtue of Section 6 of the Act have been disclosed in Section 6.6 of this Prospectus.
- (ii) The manner in which copies of this Prospectus together with the official Application Forms and envelopes may be obtained as set out in Section 17 of this Prospectus.
- (iii) The times and dates of the opening and closing of the application is set out in Section 3.2 and Section 17.1 of this Prospectus.
- (iv) The amount payable in full on application of the Public Issue is RM0.55 per Public Issue Share.
- (v) Save as disclosed in this Prospectus, so far as known to the Company, there does not exist any other persons who are able to, directly or indirectly, jointly or severally, exercise control over the Company.
- (vi) The name and address of the Auditors and Reporting Accountants are set out in Section 1 of this Prospectus.

16. ADDITIONAL INFORMATION (Cont'd)

16.10 CONSENTS

- (i) The written consent of the Adviser/Sponsor/Underwriter/Placement Agent, Principal Bankers, Issuing House, Share Registrar, Company Secretaries and Solicitors for the Listing exercise to the inclusion in this Prospectus of their names in the manner and form and context in which their names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their name, Accountants' Report and letter relating to the Proforma Consolidated Balance Sheets in the manner and form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of the Independent Market Researcher to the inclusion in this Prospectus of its name, extractions from and executive summary of the Independent Market Research Report, and letter relating to the executive summary of the Independent Market Research Report in the manner and form and context in which it is contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

16.11 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at the registered office of MLABS during office hours for a period of twelve (12) months from the date of this Prospectus.

- (i) The Memorandum and Articles of Association of the Company;
- (ii) The Directors' Report as included in Section 12 of this Prospectus;
- (iii) The Accountants' Report as included in Section 13 of this Prospectus;
- (iv) The Reporting Accountants' letter on the proforma consolidated balance sheets as at 31 December 2004 as included in Section 5.5 of this Prospectus;
- (v) The audited financial statements of the Company and MSB for the past five (5) financial years ended 31 December (where applicable) as follows:
 - (a) The Company, for the financial period from the 21 May 2004 (date of incorporation) to 31 December 2004;
 - (b) MSB for the fifteen (15)-month financial period ended 31 December 2000 and the four (4) financial years ended 31 December 2001 to 31 December 2004;
- (vi) The Independent Market Research Report prepared by Infocredit D&B dated 14 April 2005;
- (vii) The Executive Summary of the Independent Market Research Report prepared by Infocredit D&B dated 14 April 2005 referred to in Section 14 of this Prospectus;
- (viii) The writs and relevant cause papers in relation to the material litigation referred to in Section 16.5 of this Prospectus;
- (ix) The material contracts and material agreements referred to in Sections 16.6 and 16.7 of this Prospectus respectively;
- (x) The By-Laws of the ESOS; and
- (xi) Letters of consent referred to in Section 16.10 of this Prospectus.

16. ADDITIONAL INFORMATION (Cont'd)

16.12 RESPONSIBILITY STATEMENTS

- (i) Alliance, as the Adviser, Sponsor, Underwriter and Placement Agent to the Public Issue acknowledges that, based on all available information, to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts on the Public Issue.

- (ii) The Directors and the Promoters of the Company have seen and approved this Prospectus and they collectively and individually accept full responsibility for the accuracy of the information in this Prospectus. They confirm, after making all reasonable enquiries that, to the best of their knowledge and belief, there are no false or misleading statements or other facts which, if omitted, would make any statement in this Prospectus false or misleading.

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17. PROCEDURES FOR APPLICATION AND ACCEPTANCE

17.1 OPENING AND CLOSING OF APPLICATIONS

Applications will be accepted from 10.00 a.m. on 27 May 2005 and will close at 5.00 p.m. on 3 June 2005 or such other later time and date or dates as the Directors and the Underwriter of the Company may in their absolute discretion mutually decide. Late applications will not be accepted.

If the closing date of the applications is extended, the dates of the subsequent events would be extended accordingly. We will announce any extension of the closing date of the applications in a widely circulated English and Bahasa Malaysia newspaper not less than one (1) Market Day before the original closing date of the application.

17.2 ELIGIBILITY

You can only apply for our shares if you fulfill **all** of the following:

- (i) you must have a CDS Account. If you do not have a CDS Account, you may open one (1) by contacting any of the ADAs listed in Section 17.10 (List of ADAs);
- (ii) you must be **one (1)** of the following:
 - (a) a Malaysian citizen that is at least eighteen (18) years old as at the closing date for applications with a Malaysian address;
 - (b) a corporation/institution incorporated in Malaysia where, there is a majority of Malaysian citizens on you board of directors/trustee and if you have a share capital, more than half of your issued share capital, excluding preferred share capital, is held by Malaysia citizens;
 - (c) a superannuation, provident or pension fund established or operating in Malaysia; or
 - (d) a placee.
- (iii) you are not a director or employee of the Issuing House or their immediate family members.

We will not accept applications from trustees, persons under eighteen (18) years old, sole proprietorships, partnerships or other incorporated bodies or associations, other than corporations/institutions referred to in (ii)(b) or (c) above or the trustees thereof; and

17.3 PROCEDURES FOR APPLICATION

17.3.1 Methods of Application

(i) **Applications by the eligible Directors, employees and business associates of the Group**

Applications for the 3,000,850 Shares reserved for the eligible Directors, employees and business associates of the Group must be made on the **Pink** Application Forms provided and not by way of other Application Forms or by way of ESA.

(ii) **Applications by the identified placees by way of private placement**

Applications for the 21,150,000 Shares reserved for identified placees must be made on the **Green** Application Forms provided and not by way of other Application Forms or by way of ESA.

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

(iii) Applications by the Malaysian Public for allocation via balloting

Applications for the 2,000,000 Shares made available for application by the Malaysian Public must be made on the **White** Application Forms provided or by way of ESA. A surcharge of RM2.50 per ESA will be charged by the Participating Financial Institution.

17.3.2 Procedures for Application by Way of an Application Form

The eligible Directors, employees and business associates will be distributed **Pink** Application Forms, letters detailing their allocation and additional letters of instructions. Their application must follow the notes and instructions in the said documents and where relevant, this Prospectus.

The identified places will be distributed **Green** Application Forms, invitation to make an offer and acceptance letter, and additional letters of instructions. Their application must follow the notes and instructions in the said documents and where relevant, this Prospectus.

Step 1: Obtain application documents

Obtain the **White** Application Form together with the White Official "A" and "B" envelopes and this Prospectus. These documents can be obtained subject to availability from the following parties:

- (a) Alliance;
- (b) participating organisations;
- (c) members of the Association of Banks in Malaysia;
- (d) members of the Association of Merchant Banks in Malaysia; and
- (e) Issuing House.

Step 2: Read the Prospectus

In accordance with Section 41(2) of the SC Act, 1993, the Application Forms are accompanied by this Prospectus. You are advised to read and understand the Prospectus before making your application.

Step 3: Complete the Application Form

Complete the relevant Application Form legibly and **STRICTLY** in accordance with the notes and instructions printed on it and in this Prospectus.

(i) Personal particulars

You must ensure that your personal particulars submitted in your application are identical with the records maintained by Bursa Depository. Please inform Bursa Depository promptly of any changes to your personal particulars.

If you are an individual and you are not a member of the armed forces or police, your name and national registration identity card ("NRIC") number must be the same as:

- (a) your NRIC;
- (b) any valid temporary identity document issued by the National Registration Department from time to time; or
- (c) your "Resit Pengenalan Sementara (JPN 1/9)" issued pursuant to Peraturan 5(5), Peraturan-peraturan Pendaftaran Negara 1990.

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

If you are a member of the armed forces or police, your name and your armed forces or police personnel number, as the case may be, must be exactly as that stated in your authority card.

For corporations/institutions, the name and certificate of incorporation number must be the same as that stated in the certificate of incorporation.

(ii) CDS Account number

You must state your CDS Account number in the space provided in the Application Form. Invalid or third party CDS Accounts will **not** be accepted. CDS Account in the name of nominees will only be accepted if you are a placee.

(iii) Details of payment (Applicable to the Malaysian Public - White Application Form only)

You must state the details of your payment in the appropriate boxes provided in the **White** Application Form.

Step 4: Prepare appropriate form of payment (Applicable to the Malaysian Public - White Application Form only)

Prepare the correct form of payment in RM for the FULL amount payable for the Public Issue Shares based on the issue price of RM0.55 per Share.

Payment must be made out in favour of “**MIH SHARE ISSUE ACCOUNT NO. 362**” and crossed “**A/C PAYEE ONLY**” (excluding ATM statements) and endorsed on the reverse side with your name and address. We only accept the following forms of payment:

- (i) banker's draft or cashier's order purchased within Malaysia only and drawn on a bank in Kuala Lumpur (differentiated by a special red band for Bumiputera applicants);
- (ii) cheques issued by participating licensed finance companies in Malaysia and drawn on a bank in Kuala Lumpur (differentiated by a special red band for Bumiputera applicants);
- (iii) money order or postal order (for applicants from Sabah and Sarawak only);
- (iv) Guaranteed Giro Order (“GGO”) from Bank Simpanan Nasional Malaysia Berhad (differentiated by a special red band for Bumiputera applicants); or
- (v) ATM statement obtained only from any of the following:
 - AFFIN-ACF FINANCE (M) BERHAD;
 - ALLIANCE BANK MALAYSIA BERHAD;
 - AMBANK BERHAD;
 - AMFINANCE BERHAD;
 - BUMIPUTERA-COMMERCE BANK BERHAD;
 - EON BANK BERHAD;
 - EON FINANCE BERHAD;
 - HONG LEONG BANK BERHAD;
 - HONG LEONG FINANCE BERHAD;
 - MALAYAN BANKING BERHAD;
 - MAYBAN FINANCE BERHAD;
 - PUBLIC BANK BERHAD;

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (*Cont'd*)

- PUBLIC FINANCE BERHAD;
- RHB BANK BERHAD;
- SOUTHERN BANK BERHAD; or
- SOUTHERN FINANCE BERHAD.

We will not accept applications with excess or insufficient remittances or inappropriate forms of payment.

Step 5: Finalise application (Applicable to the Malaysian Public - White Application Form only)

Insert the **White** Application Form with payment and a legible photocopy of your identification document (NRIC/valid temporary identity document issued by the National Registration Department "Resit Pengenalan Sementara (JPN1/9)"/authority card/certificate of incorporation) into White Official "A" and "B" envelopes. The name and address written must be identical to your name and address as per your temporary NRIC/valid identity document issued by the National Registration Department/authority card/certificate of incorporation. Affix a stamp on White Official "A" envelope and insert White Official "A" envelope into White Official "B" envelope.

Step 6: Submit application (Applicable to the Malaysian Public - White Application Form only)

You can submit your application in White envelope "B" by either one (1) of the following methods:

- (a) despatch by **ORDINARY POST**
Malaysian Issuing House Sdn Bhd
27th Floor, Menara Multi-Purpose
Capital Square
No. 8, Jalan Munshi Abdullah
50100 Kuala Lumpur
P.O. Box 13269
50804 Kuala Lumpur
- (b) **DELIVER BY HAND** and deposit in the Drop-in-Boxes provided at the back portion of Menara Multi-Purpose, Capital Square, No. 8, Jalan Munshi Abdullah, 50100 Kuala Lumpur, so as to arrive not later than 5.00 p.m. on 3 June 2005; or
- (c) application may also be delivered in a drive-in-manner at Stadium Hoki Tun Razak, Jalan Duta, Kuala Lumpur on 3 June 2005 between 10.00 a.m. to 5.00 p.m. only.

17.3.3 Procedures for Applications by Way of an ESA

Applications for our shares by way of ESA are only applicable for the Malaysian Public who are individuals. Please read carefully and follow the terms of this Prospectus, the procedures, terms and conditions for ESA and the procedures set out in the ATM screens of the Participating Financial Institution before making an ESA.

Step 1: Set up an account

Before making an application by way of ESA, you **must have both** of the following:

- (i) an account with any of the following Participating Financial Institutions and an ATM card issued by that Participating Financial Institution to access the said bank account:
 - AMBANK BERHAD;
 - AMFINANCE BERHAD;
 - BUMIPUTRA COMMERCE BANK BERHAD;
 - HSBC BANK MALAYSIA BERHAD;

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

- MALAYAN BANKING BERHAD;
- MAYBAN FINANCE BERHAD;
- OCBC BANK (MALAYSIA) BERHAD; or
- STANDARD CHARTERED BANK MALAYSIA BERHAD (at selected branches only).

- (ii) sufficient funds in your bank account with the relevant Participating Financial Institution at the time you make the application.

Step 2: Read the Prospectus

You are advised to read and understand the Prospectus before making your application.

Step 3: Apply at a Participating Financial Institution's ATM

- (i) Go to an ATM of the Participating Financial Institution at their selected branches.

Your ATM card issued by a Participating Financial Institutions must not be used to apply for our shares at an ATM belonging to another Participating Financial Institution.

You may apply for the Public Issue Shares at an ATM of the Participating Financial Institution situated in another country or place outside Malaysia.

- (ii) Choose the ESA option at the ATM. You must follow the procedures set out in the ATM screen of the Participating Financial Institution, or else your application will be rejected.

- (iii) Enter the following information through the ATM where the instructions on the screen require you to do so:

- Personal Identification Number ("PIN");
- MIH Share Issue Account Number 362;
- Number of Public Issue Shares applied for and/or the RM amount to be debited from your account; and
- CDS Account number.

Use your own CDS Account when applying for the Public Issue Shares, even when you have a joint account with any of the Participating Financial Institutions. The above are the minimum disclosure requirements, the Participating Financial Institution may require additional disclosure from you.

- (iv) You will have to confirm and undertake that the following mandatory statements are true and correct by depressing predesignated keys or buttons on the ATM keyboard:

- you are at least eighteen (18) years old as at the closing date of the share application;
- you are a Malaysian citizen residing in Malaysia;
- you have read the Prospectus and have understood and agreed with the terms and conditions of this application;
- this is the **only** application that you are submitting;
- you give consent to the Participating Financial Institution and Bursa Depository to disclose information pertaining to yourself and your account with the Participating Financial Institution and Bursa Depository to the Issuing House and relevant authorities.

- (v) You must complete all the steps and follow the instructions set out in the ATM screen.

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

- (vi) Upon completion of your application, you will receive a compute-generated transaction slip ("Transaction Record") confirming the details of your application. The Transaction Record is a record that you have completed a transaction at the ATM and not a record that the Issuing House or us have received any part of your application.

Do not submit your Transaction Record with any Application Form. It is for your own retention.

17.4 TERMS AND CONDITIONS

- (i) You are required to pay the issue price of RM0.55 for each Public Issue Share you have applied for.
- (ii) You can submit only **one (1)** application for the Public Issue Shares offered to the Malaysian Public. For example, if you submit an application using a White Application Form, you cannot submit an ESA.

However, if you have made an application using the Pink or Green Application Form, you can still apply for the Public Issue Shares offered to the Malaysian Public using the White Application Form and ESA.

The Issuing House acting under the authority of the Directors of the Company has the discretion to reject application that appears to be multiple applications.

We wish to caution you that if you submit more than **one (1)** application in your own name or by using the name of others, with or without their consent, you will be committing an offence under Section 87A of the Securities Industry Act, 1983 ("SIA") and may be punished with a minimum fine of RM1,000,000 and a jail term of up to ten (10) years under Section 88B of the SIA.

- (iii) Your application must be for at least one hundred (100) Shares.
- (iv) Your application must be made in connection with and subject to this Prospectus and the Company's Memorandum and Articles of Association. You are to be bound by the Memorandum and Articles of Association.
- (v) Your submission of an application does not necessarily mean that your application will be successful. Any submission of application is irrevocable.
- (vi) The Issuing House or Share Registrar will not issue any acknowledgement of the receipt of your application or application monies.
- (vii) You must ensure that your personal particulars submitted in your application are correct and identical with the records maintained by Bursa Depository. Otherwise, your application is liable to be rejected. Bursa Depository will have to be promptly notified of any change in your address failing which the notification letter of successful allocation will be sent to your registered/correspondence address last maintained with Bursa Depository.
- (viii) Your remittances having presented for payment does not mean that your application has been accepted.

Our acceptance of your application to subscribe for or purchase the Public Issue Shares shall be constituted by the issue of notices of allotment for the Public Issue Shares to you.

- (ix) Submission of your CDS Account number in your application includes your authority/consent in accordance with Malaysian laws for Bursa Depository and the Participating Financial Institution (as the case may be) to disclose information pertaining to your CDS Account and other relevant information to us, Issuing House, Share Registrar and any regulatory bodies (as the case may be).

You agree to accept the Company's decision as final should the Company decide not to allot any Shares to you.

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

- (x) **Additional terms and conditions for ESA are as follows:**
- (a) you agree and undertake to subscribe for or purchase and to accept the number of Shares applied for as stated in the Transaction Record or any lesser amount that may be allotted or allocated to you.
 - (b) your confirmation by depressing the key or button on the ATM shall be treated as your acceptance of the number of Shares allotted or allocated to you.
 - (c) should you be allocated any Shares, you shall be bound by the Company's Memorandum and Articles of Association.
 - (d) you confirm that you are not applying for Shares as a nominee of other persons and that your ESA is made on your own account as a beneficial owner.
 - (e) you request and authorise us to credit our shares allotted to you into your CDS Account and to use share certificate(s) representing those Shares allotted in the name of Bursa Depository Nominees Sdn Bhd (*formerly known as Malaysian Central Depository Nominees Sdn Bhd*) and send them to Bursa Depository.
 - (f) you acknowledge that your application is subject to electrical, electronic, technical, transmission, communication and computer-related faults and breakdowns, fires or other events which are beyond the Company's control, or the control of the Issuing House, the Participating Financial Institution or Bursa Depository. You irrevocably agree that you are deemed not to have made an application if we or the Issuing House do not receive your application or your application data is wholly or partially lost, corrupted or inaccessible to us or the Issuing House. You shall not make any claim whatsoever against us, the Issuing House, the Participating Financial Institution or Bursa Depository.
 - (g) you irrevocably authorise Bursa Depository to complete and sign on your behalf as transferee or renounce any instrument of transfer and/or other documents required for the transfer of our shares allocated to you.
 - (h) you agree that in the event of legal disputes arising from the use of ESA, the mutual rights, obligations and liabilities of the Company shall be determined under the laws of Malaysia and be bound by the decisions of the Courts of Malaysia.

17.5 AUTHORITY OF DIRECTORS AND THE ISSUING HOUSE

If you are successful in your application, the Directors reserve the right to require you to appear in person at the registered office of the Issuing House within fourteen (14) days of the date of the notice issued to you to ascertain your application is genuine and valid. The Directors are not responsible for any loss or non-receipt of the said notice nor shall they be accountable for any expenses incurred or to be incurred by you for the purpose of complying with this provision.

Applicants will be selected in a manner to be determined by the Directors. Due consideration will be given to the desirability of allotting or allocating our shares to a reasonable number of applicants with a view to establishing an adequate market for our shares.

The Issuing House on the authority of the Directors reserves the right to:

- (i) reject applications which do not conform to the instructions in this Prospectus or are illegible, incomplete or inaccurate;
- (ii) reject or accept any application, in whole or in part, on a non-discriminatory bases without giving any reason; and

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

- (iii) bank in all application monies from unsuccessful/partially successful Bumiputera applicants which would subsequently be refunded without interest by registered post.

17.6 OVER/UNDER-SUBSCRIPTION

In the event of over-subscription, the Issuing House will conduct a ballot in the manner approved by the Directors to determine acceptance of applications. In determining the manner of balloting, the Directors will consider the desirability of distributing the Public Issue Shares to a reasonable number of applicants for the purpose of broadening the Company's shareholding base and establishing an adequate number of two hundred (200) public shareholders holding not less than one hundred (100) Shares each upon Listing. We expect to achieve this at the point of Listing. In the event that the above requirement is not met, we may not be allowed to proceed with the Listing. In the event thereof, monies paid in respect of all applications will be returned without interest.

In the event of an under-subscription for the Public Issue Shares by the Malaysian Public, the Public Issue Shares not applied for will be subscribed by the Underwriter pursuant to the Underwriting Agreement dated 9 May 2005.

Where your successfully balloted application is subsequently rejected, the full amount of your application monies will be refunded without interest to you within ten (10) Market Days from the date of the ballot of the application list to your address registered with Bursa Depository.

17.7 UNSUCCESSFUL/PARTIALLY SUCCESSFUL APPLICANTS

If you are unsuccessful/partially successful in your application, we will return your application monies without interest in the following manner.

17.7.1 For Applications by Way of White Application Form

- (i) The application monies or the balance of it, as the case may be, will be returned to you via the self-address and stamped White Official "A" envelope you provided by ordinary post (for fully unsuccessful applications) or by registered post to your last address maintained with Bursa Depository (for partially successful applications) within ten (10) Market Days from the date of the final ballot.
- (ii) If your application was rejected because you did not provide a CDS Account number, your application monies will be sent to the address stated in the NRIC or "Resit Pengenaln Sementara (JPN1/9)" or any valid temporary identity document issued by the National Registration Department from time to time.
- (iii) The Issuing House reserves the right to bank in all application monies from unsuccessful Bumiputera applicants. These monies will be refunded by registered post to your last address maintained with Bursa Depository or as per paragraph (ii) above (as the case may be) within ten (10) Market Days from the date of the final ballot.

17.7.2 For Applications by Way of ESA

- (i) The Issuing House shall inform the Participating Financial Institutions of the non-successful or partially successful application within two (2) Market Days after the balloting date. The application monies or the balance of it will be credited into your account with the Participating Financial Institution without interest within two (2) Market Days after the receipt of confirmation from the Issuing House.
- (ii) You may check your account on the fifth Market Day from the balloting day.

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

- (iii) A number of applications will be reserved to replace any balloted applications which are rejected. The application monies relating to these applications which are subsequently rejected will be refunded without interest by the Issuing House by way of cheques by registered post or ordinary post. The cheques will be issued not later than ten (10) Market Days from the date of the final ballot. For applications that are held in reserve and are subsequently unsuccessful (or only partly successful), the Participating Financial Institution will arrange for a refund of the application money (or any part thereof) without interest within ten (10) Market Days from the date of the final ballot.

17.8 SUCCESSFUL APPLICANTS

If you are successful in your application:

- (i) our shares allocated to you will be credited into your CDS Account. We will not be issuing any share certificates to you.
- (ii) a notice of allotment will be despatched to you at the at the address last maintained with Bursa Depository where you have an existing CDS Account at your own risk prior to the Listing of the Company. This is your only acknowledgement of acceptance of the application.

17.9 ENQUIRIES

You may contact the Issuing House if you have any queries on the White Application Form at 03-26932075 (10 lines). If you have any enquiry with regards to your ESA, you may refer to the relevant Participating Financial Institution.

If you are applying for the Public Issue Shares as a Malaysian Public, you may check the status of your application by logging into the Issuing House's website at www.mih.com.my, or by calling MIH Enquiry Services at 03-26932075 (10 lines) or your ADA at the telephone number as stated in Section 17.10 (List of ADAs) of this Prospectus within five (5) Market Days (during office hours only) after the balloting date.

17.10 LIST OF ADAs

The list of the ADAs and their respective ADA Codes are as follows:

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
WILAYAH PERSEKUTUAN KUALA LUMPUR					
Affin Securities Sdn Bhd	Level 3 Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel. No.: 03-21438668	028-001	AmSecurities Sdn Bhd	15th Floor Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel. No.: 03-20782788	086-001
Avenue Securities Sdn Bhd	Ground Floor & Level 1 THB Satu Jalan Damansara Indah Damansara Heights 50490 Kuala Lumpur Tel. No.: 03-20951111	052-001	BIMB Securities Sdn Bhd	1st & 2nd Floor Podium Block AMDB Building No. 1, Jalan Lumut 50400 Kuala Lumpur Tel. No.: 03-40433533	024-001

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
WILAYAH PERSEKUTUAN KUALA LUMPUR (Cont'd)					
CIMB Securities Sdn Bhd	9th Floor Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel. No.: 03-20849999	065-001	ECM Libra Securities Sdn Bhd	2nd Floor, Wisma Genting Jalan Sultan Ismail 50280 Kuala Lumpur Tel. No.: 03-27181888	099-001
Loncap Securities Sdn Bhd	Level 18 Wisma Cyclecarri 288, Jalan Raja Laut 50350 Kuala Lumpur Tel. No.: 03-26928899	061-001	Hwang-DBS Securities Berhad	2nd Floor Bangunan AHP No. 2, Jalan Tun Mohd Fuad 3 Taman Tun Dr. Ismail 60000 Kuala Lumpur Tel. No.: 03-77106688	068-009
HLG Securities Sdn Bhd	Level 5 Wisma Kia Peng No. 3, Jalan Kia Peng 50450 Kuala Lumpur Tel. No.: 03-21681168	066-001	Hwang-DBS Securities Berhad	Suite 7-03, 7th Floor Suite 12-02 & Part of Suite 12-01 12th Floor Menara Keck Seng 203 Jalan Bukit Bintang 55100 Kuala Lumpur Tel. No.: 03-27112775	068-014
Hwang-DBS Securities Berhad	No. 34-5, 36-5, 38-5, 40-5, 42-5 & 44-5 5th Floor Cheras Commercial Centre Jalan 5/101C Off Jalan Kaskas 5th Mile Cheras 56100 Kuala Lumpur Tel. No.: 03-91303399	068-012	Jupiter Securities Sdn Bhd	7th-9th Floor Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel. No.: 03-20341888	055-001
Inter-Pacific Securities Sdn Bhd	West Wing, Level 13 Berjaya Times Square No. 1 Jalan Imbi 55100 Kuala Lumpur Tel. No.: 03-21171888	054-001	KAI-Scagroatt & Campbell Securities Sdn Bhd	30th Floor Menara Weld No. 76, Jalan Raja Chulan 50200 Kuala Lumpur Tel. No.: 03-20201600	053-001
K & N Kenanga Bhd	8th Floor Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel. No.: 03-21649080	073-001	Kuala Lumpur City Securities Sdn Bhd	Ground, 1st & 2nd Floor No. 33 Plaza Crystaville Jalan 23/70A Desa Sri Hartamas 50480 Kuala Lumpur Tel. No.: 03-62033366	076-010
Kuala Lumpur City Securities Sdn Bhd	No. 8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel. No.: 03-21667922	076-001	M & A Securities Sdn Bhd	Level G-2, No. 45 & 47 The Boulevard, Mid Valley City Lingkaran Syed Putra 59100 Kuala Lumpur Tel. No.: 03-22821820	057-002
Mayban Securities Sdn Bhd	Level 5-13 MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel. No.: 03-22978888	098-001	Mercury Securities Sdn Bhd	Lot 6-05, Level 6 Tower Block Menara Milenium 8, Jalan Damanlela Bukit Damansara 50490 Kuala Lumpur Tel. No.: 03-20942828	093-002

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
WILAYAH PERSEKUTUAN KUALA LUMPUR (Cont'd)					
MIDF Sisma Securities Sdn Bhd	17th & 18th Floor Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel. No.: 03-21668888	026-001	OSK Securities Berhad	10th Floor Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel. No.: 03-21624388	056-001
OSK Securities Berhad	Ground Floor, No. 15, Block A Jalan Prima 1 Pusat Niaga Metro Prima Kepong 52100 Kuala Lumpur Tel. No.: 03-62575869	056-028	OSK Securities Berhad	Ground Floor No. M3-A-7 & M3-A-8 Jalan Pandan Indah 4/3A Pandan Indah 55100 Kuala Lumpur Tel. No.: 03-42804798	056-054
OSK Securities Berhad	Ground Floor, 1st, 2nd, 3rd Floor No. 55, Zone J4 Jalan Radin Anum Bandar Baru Seri Petaling 57000 Kuala Lumpur Tel. No.: 03-90587222	056-058	PB Securities Sdn Bhd	27th Floor Public Bank Building No. 6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel. No.: 03-20313011	051-001
PM Securities Sdn Bhd	Ground & 1st Floor MUI Plaza Jalan P. Ramlee 50250 Kuala Lumpur Tel. No.: 03-21463000	064-001	RHB Securities Sdn Bhd	Level 9, Tower One RHB Centre Jalan Tun Razak 50400 Kuala Lumpur Tel. No.: 03-92852233	087-001
Sime Securities Sdn Bhd	21st Floor Sime Bank Building 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel. No.: 03-22749288	097-001	TA Securities Holdings Berhad	Floor 13, 15-18, 20, 23, 28-30, 34 & 35 Menara TA One No. 22, Jalan P. Ramlee 50250 Kuala Lumpur Tel. No.: 03-20721277	058-003
SELANGOR DARUL EHSAN					
Affin Securities Sdn Bhd	2nd, 3rd and 4th Floor Wisma Amsteel Securities No. 1, Lintang Pekan Baru Off Jalan Meru 41050 Klang Selangor Darul Ehsan Tel. No.: 03-33439999	028-002	Hwang-DBS Securities Berhad	16th, 18th-20th Floor Plaza Masalam No. 2, Jalan Tengku Ampuan Zahedah E9/T, Section 9 40100 Shah Alam Selangor Darul Ehsan Tel. No.: 03-55133288	068-002
Hwang-DBS Securities Berhad	East Wing & Centre Link Floor 3A, Wisma Conspiant 2 No. 7, Jalan SS 16/1 47500 Subang Jaya Selangor Darul Ehsan Tel. No.: 03-56356688	068-010	JF Apex Securities Berhad	6th Floor Menara Apex Off Jalan Semenyih, Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel. No.: 03-87361118	079-001

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
SELANGOR DARUL EHSAN (Cont'd)					
JF Apex Securities Berhad	15 & 16 Floor Menara Choy Fook On No. 1B, Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-76201118	079-002	K & N Kenanga Bhd	13th Floor Menara Yayasan Selangor No. 18A, Jalan Persiaran Barat Off Jalan Timur 46000 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-79562169	073-005
K & N Kenanga Bhd	1st Floor Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Darul Ehsan Tel. No.: 03-80241682	073-006	K & N Kenanga Bhd	Room 7.02, Level 7 Menara ING Intan Millenium Square No. 68, Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Darul Ehsan Tel. No.: 03-30057001	073-007
OSK Securities Berhad	24, 24M, 24A, 26M, 28M & 28A Jalan SS 2/63 47300 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-78736366	056-011	OSK Securities Berhad	No. 37, Jalan Semenyih 43000 Kajang Selangor Darul Ehsan Tel. No.: 03-87363378	056-045
OSK Securities Berhad	Ground & 1st Floor No. 15, Jalan Bandar Rawang 48000 Rawang Selangor Darul Ehsan Tel. No.: 03-60928916	056-047	OSK Securities Berhad	Ground & Mezzanine Floor No. 87 & 89, Jalan Susur Pusat Perniagaan NBC Batu 1 ½, Jalan Meru 41050 Klang Selangor Darul Ehsan Tel. No.: 03-33439180	056-048
PM Securities Sdn Bhd	No. 157 & 159 Jalan Kenari 23/A Bandar Puchong Jaya 47100 Puchong Selangor Darul Ehsan Tel. No.: 03-80700773	064-003	PM Securities Sdn Bhd	No. 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Darul Ehsan Tel. No.: 03-33415300	064-007
SBB Securities Sdn Bhd	1st, 2nd & 3rd Floor Plaza Damansara utama No. 2, Jalan SS 21/60 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-77297345	090-002	SJ Securities Sdn Bhd	Level 3, Holiday Villa No. 9, Jalan SS 12/1 Subang Jaya 47500 Petaling Jaya Selangor Darul Ehsan Tel. No.: 03-56340202	096-001
MELAKA					
Malacca Securities Sdn Bhd	No. 1, 3 & 5, Jalan PPM 9 Plaza Pandan Malim (Business Park) Balai Panjang P.O. Box 248 75250 Melaka Tel. No.: 06-3371533	012-001	OSK Securities Berhad	No. 579, 580 & 581 Taman Melaka Raya 75000 Melaka Tel. No.: 06-2825211	056-003

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
PERAK DARUL RIDZUAN					
PM Securities Sdn Bhd	No. 11 & 13, Jalan PM2 Plaza Mahkota 75000 Melaka Tel. No.: 06-2866008	064-006	RHB Securities Sdn Bhd	Lot 9 & 10, 1st Floor Tabung Haji Building Jalan Bandar Kaba 75000 Melaka Tel. No.: 06-2833622	087-002
Avenue Securities Sdn Bhd	No. 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2422828	052-002	Hwang-DBS Securities Berhad	21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel. No.: 05-8060888	068-003
Hwang-DBS Securities Berhad	Ground & 1st Floor No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2559988	068-015	Kuala Lumpur City Securities Sdn Bhd	No. 43 & 44, Ground Floor Taman Sentosa, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel. No.: 05-6910910	076-008
M & A Securities Sdn Bhd	M & A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan Tel. No.: 05-2419800	057-001	Mayban Securities Sdn Bhd	55, 57 & 63, Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2558233	098-002
OSK Securities Berhad	21-25, Jalan Seenivasagam 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2415100	056-002	OSK Securities Berhad	17G, Jalan Intan 2 Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel. No.: 05-6236498	056-014
OSK Securities Berhad	1st Floor No. 23 & 25 Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel. No.: 05-6921228	056-016	OSK Securities Berhad	28, Jalan Maharaja Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel. No.: 05-7231888	056-018
OSK Securities Berhad	Ground Floor No. 40, 42 & 44 Jalan Berck 34000 Taiping Perak Darul Ridzuan Tel. No.: 05-8088229	056-034	OSK Securities Berhad	No.72, Ground Floor Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel. No.: 05-4671801	056-044
OSK Securities Berhad	Ground & 1st Floor No. 181, Jalan Besar 31100 Sungai Siput Perak Darul Ridzuan Tel. No.: 05-5951001	056-049	OSK Securities Berhad	Ground Floor No. 2, Jalan Wawasan 4 Taman Wawasan 34200 Parit Buntar Perak Darul Ridzuan Tel. No.: 05-7170888	056-052
SBB Securities Sdn Bhd	51-53 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel. No.: 05-2530888	090-001	TA Securities Holdings Berhad	Ground, 1 st & 2nd Floor Plaza Teh Teng Seng 227, Jalan Kampar 30250 Ipoh Perak Darul Ridzuan Tel. No.: 05-2531313	058-001

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
PULAU PINANG					
A. A. Anthony Securities Sdn Bhd	No. 41-1-1 & 41-2-1 Jalan Cantonment 10250 Pulau Pinang Tel. No.: 04-2299318	078-002	Avenue Securities Sdn Bhd	No. 111, Jalan Macalister 10400 Pulau Pinang Tel. No.: 04-2281868	052-003
ECM Libra Securities Sdn Bhd	7th Floor Menara PSCI 39, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel. No.: 04-2283355	099-002	Hwang-DBS Securities Berhad	Level 2, 3, 4, 7 & 8 Wisma Sri Pinang No. 60, Green Hall 10200 Pulau Pinang Tel. No.: 04-2636996	068-001
Hwang-DBS Securities Berhad	Ground, 1st & 2nd Floor 1620 & 1621 Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Tel. No.: 04-5372882	068-006	K & N Kenanga Bhd	Lot 1.02, Level 1 Menara KWSP 38, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel. No.: 04-2106666	073-013
Mercury Securities Sdn Bhd	Ground, 1st, 2nd & 3rd Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Prai Pulau Pinang Tel. No.: 04-3322123	093-001	OSK Securities Berhad	64, Bishop Street 20F & 20G, Penang Street 10200 Pulau Pinang Tel. No.: 04-2634222	056-004
OSK Securities Berhad	Ground, 1 & 2 Floor No. 2677, Jalan Chain Ferry Taman Indrawasih 13600 Prai Pulau Pinang Tel. No.: 04-3900022	056-005	OSK Securities Berhad	Ground & Upper Floor 11A, Jalan Keranji Off Jalan Padang Lalang 14000 Bukit Mertajam Pulau Pinang Tel. No.: 04-5402888	056-015
OSK Securities Berhad	No. 834, Jalan Besar Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel. No.: 04-5831888	056-032	OSK Securities Berhad	Ground & 1st Floor No. 15-G-5, 15-G-6, 15-I-5, 15-I-6 Medan Kampung Relau (Bayan Point) 11950 Pulau Pinang Tel. No.: 04-6404888	056-042
PM Securities Sdn Bhd	Level 25 Menara BHL 51, Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel. No.: 04-2273000	064-004	Thong & Kay Hian Securities Sdn Bhd	Level 5 & 6 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel. No.: 04-2635481	070-001
UT Securities Sdn Bhd	6th, 10th & 12th Floor Bangunan Mayban Trust 3, Penang Street 10200 Pulau Pinang Tel. No.: 04-2626644	059-001			

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
PERLIS INDERA KAYANGAN					
Kuala Lumpur City Securities Sdn Bhd	2nd Floor, Podium Block KWSP Building 01000 Kangar Perlis Indera Kayangan Tel. No.: 04-9765200	076 -003			
Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
KEDAH DARUL AMAN					
Hwang-DBS Securities Berhad	No. 70 A, B & C Jalan Mawar 1 Taman Pokan Baru 08000 Sungai Petani Kedah Darul Aman Tel. No.: 04-4256666	068 -011	Kuala Lumpur City Securities Sdn Bhd	2nd Floor Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel. No.: 04-7317088	076-004
OSK Securities Berhad	Ground Floor Swiss Inn Hotel No. 1, Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel. No.: 04-4204888	056-017	OSK Securities Berhad	No. 35, Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel. No.: 04-4964888	056-019
OSK Securities Berhad	Ground & 1st Floor 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel. No.: 04-7209888	056-021			
NEGERI SEMBILAN DARUL KHUSUS					
Hwang-DBS Securities Berhad	Ground & 1st Floor 105, 107 & 109 Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel. No.: 06-7612288	068-007	Hwang-DBS Securities Berhad	No. 6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel. No.: 06-4553188	068-013
OSK Securities Berhad	Ground, 1st & 2nd Floor No. 33, Jalan Dato' Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel. No.: 06-7641641	056-024	OSK Securities Berhad	1st Floor No. 3601, Jalan Besar 73000 Tamping Negeri Sembilan Darul Khusus Tel. No.: 06-4421000	056-037
OSK Securities Berhad	1st & 2nd Floor No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) 71200 Bahau Negeri Sembilan Darul Khusus Tel. No.: 06-4553011	056-040	OSK Securities Berhad	Ground & Mezzanine Floor No. 346 & 347 Batu ½, Jalan Pantai 71000 Port Dickson Negeri Sembilan Darul Khusus Tel. No.: 06-6461234	056-046

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
NEGERI SEMBILAN DARUL KHUSUS (Cont'd)					
PM Securities Sdn Bhd	1st, 2nd & 3rd Floor 19-21, Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel. No.: 06-7623131	064-002			
JOHOR DARUL TAKZIM					
A. A. Anthony Securities Sdn Bhd	Suite 8.2, Level 8 Menara Sarawak Enterprise No.5, Jalan Bukit Meldrum 80300 Johor Bahru Johor Darul Takzim Tel. No.: 07-3332000	078-001	AmSecurities Sdn Bhd	2nd & 3rd Floor Penggaram Complex 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel. No.: 07-4342282	086 -002
Avenue Securities Sdn Bhd	No. 57, 59 & 61, Jalan Ali 84000 Muar Johor Darul Takzim Tel. No.: 06-9532222	052-004	Eng Securities Sdn Bhd	95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel. No.: 07-2231211	081-001
Hwang-DBS Securities Berhad	Level 7 Johor Bahru City Square (Office Tower) No. 106-108, Jalan Wong Ah Fook 80000 Johor Bahru Johor Darul Takzim Tel. No.: 07-2222692	068-004	K & N Kenanga Bhd	Level 2 Menara Pelangi Jalan Kuning Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel. No.: 07-3333600	073-004
K & N Kenanga Bhd	No. 31, Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Takzim Tel. No.: 06-9542711	073 - 008	K & N Kenanga Bhd	No. 34, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel. No.: 07-9333515	073-009
K & N Kenanga Bhd	No. 33 & 35 (Ground & 1st Floor A&B) Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Darul Takzim Tel. No.: 07-7771161	073-010	Kuala Lumpur City Securities Sdn Bhd	No. 46 & 48, Jalan Dato' Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel. No.: 07-7717922	076-006
OSK Securities Berhad	Unit 27-01 to 27-08 Level 27, Menara Landmark No. 12, Jalan Ngee Heng 80000 Johor Bahru Johor Darul Takzim Tel. No.: 07-2212233	056-006	OSK Securities Berhad	53, 53-A & 53-B, Jalan Sultanah 83000 Batu Pahat Johor Darul Takzim Tel. No.: 07-4380288	056-009
OSK Securities Berhad	Ground Floor 17, Jalan Delima Pusat Perdagangan Pontian 82000 Pontian Johor Darul Takzim Tel. No.: 07-6868018	056-023	OSK Securities Berhad	Ground & 1st Floor No. 19, Jalan Pesta 1-1 Taman Tun Dr. Ismail I Jalan bakri 84000 Muar Johor Darul Takzim Tel. No.: 07-9538262	056-025

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
JOHOR DARUL TAKZIM (Cont'd)					
OSK Securities Berhad	Ground & 1st Floor No. 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor Darul Takzim Tel. No.: 07-5577628	056-029	OSK Securities Berhad	Ground & 1st Floor No. 28, Jalan Tengku Ahmad 85000 Segamat Johor Darul Takzim Tel. No.: 07-9321543	056-030
OSK Securities Berhad	Ground, 1st & 2nd Floor No. 17, Jalan Manggis 86000 Kluang Johor Darul Takzim Tel. No.: 07-7769655	056-031	OSK Securities Berhad	240 & 240A, Jalan Besar 83700 Yong Peng Johor Darul Takzim Tel. No.: 07-4675388	056-033
OSK Securities Berhad	Ground, 1st & 2nd Floor No. 10 Jalan Anggerik 1 Taman Kulai Utama 81000 Kulai Johor Darul Takzim Tel. No.: 07-6626288	056-035	OSK Securities Berhad	Ground Floor No. 7, Jalan Jaya 81900 Kota Tinggi Johor Darul Takzim Tel. No.: 07-8822018	056-036
OSK Securities Berhad	Ground, 1st & 2nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel. No.: 07-9787180	056-038	OSK Securities Berhad	1st Floor No. 2 & 4, Jalan Makmur Taman Sri Aman 85300 Iabis Johor Darul Takzim Tel. No.: 07-9256881	056-039
OSK Securities Berhad	Ground & 1st Floor No. 1 & 1-01, Jalan Rosmerah 2/11 Taman Johor Jaya 81100 Johor Bahru Johor Darul Takzim Tel. No.: 07-3522293	056-043	PM Securities Sdn Bhd	Suite 5.1, Level 5 Menara Pelangi Jalan Kuning Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel. No.: 07-2781813	064-005
PAHANG DARUL MAKMUR					
Kuala Lumpur City Securities Sdn Bhd	A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel. No.: 09-5660800	076-002	OSK Securities Berhad	A-27 & A-29, Lorong Tun Ismail 9 Seri Dagangan Kuantan Business Centre 25000 Kuantan Pahang Darul Makmur Tel. No.: 09-5163811	056-007
OSK Securities Berhad	Ground Floor 98, Jalan Pasdec 28700 Bentong Pahang Darul Makmur Tel. No.: 09-2234943	056-022	OSK Securities Berhad	Ground Floor No. 43, Jalan Bunga Tanjung 28400 Mentakab Pahang Darul Makmur Tel. No.: 09-2771541	056-026
OSK Securities Berhad	Ground Floor No. 76-A, Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel. No.: 05-4914913	056-041			

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
KELANTAN DARUL NAIM					
Kuala Lumpur City Securities Sdn Bhd	Lots 6 & 7, Section 25 Jalan Sultan Yahya Petra Bandar Kota Bahru 15200 Kota Bahru Kelantan Darul Naim Tel. No.: 09-7432588	076-007	OSK Securities Berhad	No. 3953-H Ground & 1st Floor Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel. No.: 09-7430077	056-020
TA Securities Holdings Berhad	298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel. No.: 09-7432288	058-004			
TERENGGANU DARUL IMAN					
FA Securities Sdn Bhd	No. 51 & 51A Ground, Mezzanine & 1st Floor Jalan Tok Lam 20100 Kuala Terengganu Terengganu Darul Iman Tel. No.: 09-6238128	021-001	Kuala Lumpur City Securities Sdn Bhd	No. 1D, Ground & Mezzanine No. 1F, Ground, Mezzanine 1st & 2nd Floor Jalan Air Jerneh 20300 Kuala Terengganu Terengganu Darul Iman Tel. No.: 09-6317922	076-009
OSK Securities Berhad	Ground Floor 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Darul Iman Tel. No.: 09-8583109	056-027	OSK Securities Berhad	31A, Ground Floor 31A & 31B, 1st Floor Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Darul Iman Tel. No.: 09-6261816	056-055
PTB Securities Sdn Bhd	1st, 2nd & 3rd Floor No. 61, Jalan Sultan Ismail P.O. Box 151 Pejabat Pos Besar 20700 Kuala Terengganu Terengganu Darul Iman Tel. No.: 09-6235546	025-001			
SABAH					
Hwang-DBS Securities Berhad	Room No. 106-109 Mezzanine Floor Room No. 207-212 2nd Floor, Gaya Centre Jalan Tun Fuad Stephens 88400 Kota Kinabalu Tel. No.: 088-311688	068-008	Innosabah Securities Berhad	No. 11, Equity House, Block K Sadong Jaya, Karamunsing 88100 Kota Kinabalu Sabah Tel. No.: 088-234090	020-001
Kuala Lumpur City Securities Sdn Bhd	Suite 1-9-F1, 9th Floor CPS Tower No. 1, Jalan Centre Point 88000 Kota Kinabalu Sabah Tel. No.: 088-253922	076-005	OSK Securities Berhad	5th Floor Wisma BSN Sabah Jalan Kemajuan, Karamunsing 88000 Kota Kinabalu Sabah Tel. No.: 088-269788	056-010

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
SABAH (Cont'd)					
OSK Securities Berhad	1st Floor, TB-3338 Wisma Jin Ho Town Extension No. 2 Jalan St. Patrick 91008 Tawau Sabah Tel. No.: 089-779815	056-056	OSK Securities Berhad	Ground Floor, Block 2 Lots 4 & 5, Bandar Indah, Mile 4 North Road 91000 Sandakan Sabah Tel. No.: 089-222275	056-057
SARAWAK					
Hwang-DBS Securities Berhad	Lot 328, Jalan Abell 93100 Kuching Sarawak Tel. No.: 082-236999	068-005	Hwang-DBS Securities Berhad	192, Bintulu Parkcity Commerce Square Lot 3478, Bintulu Town District 97000 Bintulu Sarawak Tel. No.: 086-330008	068-016
K & N Kenanga Bhd	Lot 2465, Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel. No.: 085-435577	073-002	K & N Kenanga Bhd	Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel. No.: 082-338000	073-003
K & N Kenanga Bhd	No. 11-12 Ground & 1st Floor Lorong Kampung Datu 3 96000 Sibu Sarawak Tel. No.: 084-313855	073-012	OSK Securities Berhad	Ground & 1st Floor Wisma Chinese Chambers Lot 357, Section 47 K.T.L.D. Jalan Bukit Mata Kuching 93100 Kuching Sarawak Tel. No.: 082-422252	056-008
OSK Securities Berhad	Lot 1168, Ground Floor Wisma Interhill Miri Waterfront Commercial Centre 98008 Miri Sarawak Tel. No.: 085-422788	056-012	OSK Securities Berhad	101 & 102, Pusat Pedada Jalan Pedada 96000 Sibu Sarawak Tel. No.: 084-329100	056-013
OSK Securities Berhad	Ground Floor No. 10, Jalan Bersatu 96100 Sarikei Sarawak Tel. No.: 084-654100	056-050	OSK Securities Berhad	Ground Floor No. 11, Lorong Maju 96500 Bintagor Sarawak Tel. No.: 084-693100	056-051
OSK Securities Berhad	Ground Floor No. 177, Taman Sri Dangang 97000 Bintulu Sarawak Tel. No.: 086-311770	056-053	OSK Securities Berhad	No. 299, Ground & 1st Floor Lot 373, Jalan Serian-By-Pass Serian Town District 97000 Serian Sarawak Tel. No.: 082-872118	056-059

17. PROCEDURES FOR APPLICATION AND ACCEPTANCE (Cont'd)

Name	Address and telephone number	Broker code	Name	Address and telephone number	Broker code
SARAWAK (Cont'd)					
OSK Securities Berhad	Ground & 1st Floor Lot 1085, Jalan Buangsiol 98700 Limbang Sarawak Tel. No.: 085-213188	056-060	TA Securities Holdings Berhad	12G, H & I Jalan Kampung Datu 96000 Sibul Sarawak Tel. No.: 084-319998	058-002
WILAYAH PERSEKUTUAN LABUAN					
CIMB Securities Sdn Bhd	Unit 7(A), Level 7 Main Office Tower Financial Park Labuan Jalan Merdeka 87000 Wilayah Persekutuan Labuan Tel. No.: 087-451666	065-002			

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