
16. ADDITIONAL INFORMATION

16.1 Share Capital

- (i) No shares will be allotted on the basis of this Prospectus later than twelve (12) months after the date of issue of this Prospectus.
- (ii) There are no founder, management or deferred shares in the Company.
- (iii) There is only one class of shares in the Company, namely ordinary shares of RM0.10 each, all of which rank pari passu with one another.
- (iv) Save as disclosed in Sections 6.2, 6.3 and 6.5 of this Prospectus, no shares or debentures of the Company or its subsidiary have been issued or been agreed to be issued, or is proposed to be issued as fully or partly paid-up, in cash or otherwise, within the two (2) years immediately preceding the date of this Prospectus.
- (v) The Company and its subsidiary have no outstanding convertible debt securities.
- (vi) Other than the 2,000,000 Public Issue Shares offered to the eligible Directors, employees and business associates of the KZen Group as disclosed in Section 3.5 of this Prospectus:
 - (a) no person or Directors, employees or business associates of the Group has been offered or is entitled to be given an option to purchase or subscribe for any shares or debenture of the company or its subsidiary; and
 - (b) there is no other scheme involving the Directors, employees and business associates of the Group in the shares of the Company or its subsidiary

16.2 Articles of Association

16.2.1 Transfer of Securities and Transmission of Securities

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

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16. ADDITIONAL INFORMATION (Cont'd)

(i) Articles of Association of the Company

Transfer of Securities

Article 29

Subject to the Act, the Central Depositories Act, the Listing Requirements and the Rules, any Member may transfer all or any of his Securities in such manner or form as may from time to time approved by Bursa Securities. The transfer of any security or class of securities of the Company which have been deposited with Bursa Depository shall be by way of book entry by Bursa Depository in accordance with the Rules and, notwithstanding Sections 103 and 104 of the Act but, subject to Section 107C(2) of the Act, and any exemption that may be made from compliance with Section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of such securities.

Article 30

Subject to any law in Malaysia for the time being in force, neither the Company nor the Directors nor any of its officers shall incur any liability for the act of Bursa Depository in registering or acting upon a transfer of securities apparently made by a Member or any person entitled to the securities by reason of death, bankruptcy or insanity of a Member although the same may by reason of any fraud or other causes not known to the Company or the Directors or Bursa Depository or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor Member and the transferee be liable to be set aside and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor Member in the blank as to the name of the transferee, of the particulars of the shares transferred or otherwise in defective manner.

Article 31

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

Article 32

Bursa Depository may refuse to register any transfer of Deposited Security that does not comply with the Central Depositories Act and the Rules.

Article 33

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine, PROVIDED ALWAYS THAT such registration shall not be suspended for more than thirty (30) days in any year or such other period as may be prescribed by Bursa Securities.

16. ADDITIONAL INFORMATION (Cont'd)

Transmission of Securities from Foreign Register

Article 34

(A) Where:-

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

the Company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the Company in the jurisdiction of the Approved Market Place (hereinafter referred to as the "Foreign Register") to the register of holders maintained by the registrar of the Company in Malaysia (hereinafter referred to as the "Malaysian Register") PROVIDED THAT there shall be no change in the ownership of such securities.

(B) Where the requirements of Articles 34(A)(i) and (ii) above are fulfilled, the Company shall not allow any transmission of securities from the Malaysian Register into the Foreign Register.

Transmission of Shares

Article 35

Subject to the provisions of the Act, the Central Depositories Act and the Rules, the executors or administrators of a deceased Member shall be the only persons recognised by the Company as having any title to the shares registered in the name of such Member, but nothing herein contained shall release the estate of a deceased holder from any liability in respect of any shares which had been held by him.

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16. ADDITIONAL INFORMATION (Cont'd)

Article 36

Any person becoming entitled to shares in consequence of the death, bankruptcy, insolvency or lunacy of any Member (herein referred to as a person entitled by transmission) shall on producing to the Company such evidence as may be reasonably required by the Directors to prove his title be entitled to be registered as a Member in respect of the shares or instead of being registered himself to make such transfer as such deceased, bankrupt or insolvent person could have made. **PROVIDED ALWAYS THAT** where the shares are Deposited Securities, subject to the Rules, the person becoming so entitled may elect either to register himself as holder of the share or to have some person nominated by him registered as transferee thereof. The Article is hereinafter referred to as the "Transmission Article".

Article 37

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

Article 38

A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not before being registered as a Member in respect of the share be entitled in respect of it to exercise any right conferred by Membership in relation to meetings of the Company. **PROVIDED ALWAYS THAT** the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within ninety (90) days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

(ii) Companies Act, 1965

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

16. ADDITIONAL INFORMATION (Cont'd)

Section 103 – Instrument of Transfer

- (1) Notwithstanding anything in its articles a company shall not register a transfer of shares or debentures unless a proper instrument of transfer in the prescribed form has been delivered to the company, but this subsection shall not prejudice any power to register as a shareholder or debenture holder any person to whom the right to any shares in or debentures of the company has been transmitted by operation of law.
- (1A) Nothing in this section shall be construed as affecting the validity of any instrument which would be effective to transfer shares or debentures apart from this section; and any instrument purporting to be made in any form which was common or usual in use, or in any other form authorised or required for that purpose apart from this section before the commencement of this Act, shall be sufficient, whether or not it is completed in accordance with the prescribed form, if it complies with the requirements as to execution and contents which apply to a transfer.

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

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

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

(iii) Rules of Bursa Depository

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

Rule 8.01 (2) – Rejection of transfer

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

16. ADDITIONAL INFORMATION (Cont'd)

Rule 8.05A – Transfer from the principal or nominee account

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

Rule 9.03(2) – Documents to lodge

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

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

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16. ADDITIONAL INFORMATION (Cont'd)

(iv) Listing Requirements

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

Clause 7.13 – Transfers of securities

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

Clause 7.14 – Transmission of securities from Foreign Register

(1) Where: -

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

such company shall, upon request of a securities holder, permit a transmission of securities held by such securities holder from the register of holders maintained by the registrar of the company in the jurisdiction of the Approved Market Place (hereinafter referred to as "the Foreign Register"), to the register of holders maintained by the registrar of the company in Malaysia (hereinafter referred to as "the Malaysian Register") provided that there shall be no change in the ownership of such securities.

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

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16. ADDITIONAL INFORMATION (Cont'd)

16.2.2 Remuneration of Directors

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

Article 75

The fees payable to the Directors shall from time to time be determined by the Company in general meeting, and such fees shall be divided among the Directors in such proportions and manner as the Directors may agree, or, failing agreement, equally, PROVIDED ALWAYS THAT:-

- (a) fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
- (b) salaries payable to Directors who do hold an executive office in the Company may not include a commission on or percentage of turnover;
- (c) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting where notice of the proposed increase has been given in the notice convening the meeting; and
- (d) any fee paid to an Alternate Director shall be such amount as shall be agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter

Article 76

The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meeting of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company. Any Director who is appointed to any executive office including the office of Chairman or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission on or percentage on profits or otherwise as the Directors may determine but not a commission on or percentage of turnover.

Article 90

The remuneration of the Managing Directors shall subject to any contract between him and the Company be fixed by the Directors but shall not under any circumstances be remunerated by a commission on or a percentage of turnover.

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16. ADDITIONAL INFORMATION (Cont'd)

Article 101

An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company. Any such fee paid by the Company to an alternate Director shall be deducted from the appointor's remuneration

16.2.3 Voting and Borrowing Powers of Directors

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

Article 79(B)

A Director shall not deliberate or vote in respect of any contract or proposed contract or arrangement in which he is directly or indirectly interested and if he shall do so his vote shall not be counted, nor shall he be counted in the quorum present at the meeting.

Article 91

The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit and may determine the quorum necessary for the transaction of business. Until otherwise determined by the Directors, two (2) Directors for the time being shall form a quorum. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum. Questions arising at any meeting shall be decided by a majority of votes of the Directors present each Director having one vote. In the case of an equality of votes, the Chairman of a meeting shall not have a second or casting vote in a meeting where only two (2) Directors are competent to vote on the question at issue or in a meeting where two (2) Directors form a quorum and only such a quorum is present at the meeting.

Articles 100

Any Director may, with the approval of the majority of the other Directors on the Board, appoint any person to act as his alternate during such period as he thinks fit. Every such alternate Director shall be entitled to receive notices of all meetings of the Directors, to attend and vote at all such meetings at which the Director appointing him is not personally present, and shall have and exercise all the powers duties and authorities of the appointor in his absence. A Director may at any time by writing revoke the appointment of any alternate appointed by him, and appoint another person approved as aforesaid. An alternate Director shall ipso facto vacate office if the Director appointing him vacates office as director or removes the alternate Director from office. Any appointment or removal under this Article shall be effected by notice in writing under the hand of the Director making the same.

16. ADDITIONAL INFORMATION (Cont'd)

Article 107

The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which the Seal shall be affixed shall be autographically signed by a Director and either by a second Director or by the Secretary or by another person appointed by the Directors for the purpose, save and except that, in the case of a certificate or other document of title in respect of any share, stock, loan stock, debenture as defined in the Act, or other marketable security created or issued by the Company such certificate may be issued pursuant to Section 101 of the Act and the Directors may by resolution determine that such signatures may be affixed by some mechanical means to be specified in such resolution.

Borrowing Power

Article 44

- (A) The Directors may from time to time at their discretion raise or borrow any sum or sums of money for the purposes of the Company.
- (B) The Directors may exercise all the powers of the Company to guarantee any debt, liability or obligation of any subsidiary or associated company with or without securities.

Article 45

- (A) Subject to the restriction contained in Article 45(B), the Directors may secure the repayment of any debt, liability or obligation of the Company or any of its subsidiaries or associated companies in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of bonds notes perpetual or redeemable debentures or debenture stock or any mortgage charge or other security upon the whole or any part of the property of the Company (both present and future) including its uncalled or unissued capital for the time being.
- (B) The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' undertaking, property, or any uncalled capital, or issue debentures and other securities, whether outright or as security for any debt, liability or obligation of an unrelated third party.

Article 46

Any bonds, notes, debentures, debenture stock or other securities may be issued at a discount, premium or otherwise and with any special privileges as to redemption surrender drawings allotment of shares attending and voting at general meeting of the Company, appointment of Directors or otherwise.

16. ADDITIONAL INFORMATION (Cont'd)

16.2.4 Changes in Share Capital and Variation of Class Rights

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

Increase of Capital

Article 39

The Company may from time to time in general meeting by ordinary resolution whether all the shares for the time being authorised shall have been issued or the shares for the time being issued shall have been fully called up or not, increase its capital by the creation and issue of new shares such aggregate increase to be of such amount and to be divided into shares of such respective amounts as the Company by the resolution authorising such increase directs. The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct and if no direction be given, as the Directors shall determine, and in particular, but without prejudice to the rights attached to any preference shares that may have been issued, such new shares may be issued with a preferential or qualified right to dividends, and in the distribution of the assets of the Company and with a special or restricted or without any right of voting.

Article 40

The resolution sanctioning an increase of capital may determine that the new shares or any of them shall be offered in the first instance to all the existing Members in proportion to the amount of the capital held by them, but in default of any such determination, or so far as the same shall not extend, such new share may be dealt with as if they formed part of the shares in the original capital. Any such offer shall be made by notice specifying the number of such shares to which the Member is entitled and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on receipt of an intimation from the Member to whom such notice is given that he declines to accept such shares, the Directors may thereupon dispose of the same in any manner they may think proper.

Article 41

Except so far as otherwise provided by the condition of issue, any capital raised by the creation of new shares shall be considered as part of the original share capital of the Company, and shall be subject to the provisions herein contained with reference to the payment of calls, lien, transfer, transmission, forfeiture, surrender and otherwise.

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16. ADDITIONAL INFORMATION (Cont'd)

Alteration of Capital

Article 42

The Company may by ordinary resolution:

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) cancel any shares which at the date of the passing of the resolution in that behalf have not been taken or agreed to be taken by any person and diminish the amount of its share by the amount of the shares so cancelled or
- (c) utilise its share premium account and/or retained profits to provide the consideration for the purchase of the Company's own shares,
- (d) by subdivision of its existing shares, or any of them divide its capital or any part thereof into shares of smaller amount that is fixed by its Memorandum of Association and so that as between the holders of the resulting shares one or more of such shares may by the resolution by which the subdivision is effected be given any preference or advantage as regards dividend, capital, voting or otherwise over the other or any other of such shares,

and may by special resolution:

- (e) reduce its share capital, any capital redemption reserve fund or any share premium account, in any manner subject to any incident authorised and consent required by law.

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16. ADDITIONAL INFORMATION (Cont'd)

Modification of Rights

Article 43

- (A) If at any time the capital by reason of the issue of preference shares or otherwise the share capital of the Company is divided into different classes, the repayment of such preferred capital (other than redeemable preference capital) or any other alteration of preference shareholders' rights or all or any of the rights and privileges attached to each class may subject to the provisions of Section 65 of the Act be varied, modified, commuted, affected, abrogated or dealt with by special resolution passed by the holders of at least three-fourths (3/4) of the issued shares of that class at a separate general meeting of the holders of the class and all the provisions hereinafter contained as to general meetings shall *mutatis mutandis* apply to every such meeting except that the quorum hereof shall be holders holding or representing by proxy at least one-third (1/3) of the issued shares of the class, PROVIDED ALWAYS that where the necessary majority is not obtained at the meeting, consent in writing if obtained from holders holding at least three-fourths (3/4) of the issued shares of that class within two (2) months from the date of the separate general meeting shall have the force and validity of a special resolution duly carried by a vote in person or by proxy at the general meeting. To every such special resolution, Section 152 of the Act shall with such adaptations as are necessary apply.
- (B) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respect *pari passu* therewith.

Company Purchasing Own Shares

Article 12

The Company shall have the power, subject to and in accordance with the provisions of the Act and any rules, regulations and guidelines issued by Bursa Securities and any other relevant authorities in respect thereof for the time being in force, to purchase its own shares and thereafter to deal with the shares purchase in accordance with the provisions of the Act and any rules, regulations and guidelines issued by Bursa Securities and any other relevant authorities in respect thereof.

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16. ADDITIONAL INFORMATION (Cont'd)

16.3 Directors and Substantial Shareholders

- (i) The names, addresses and occupations of the Directors are set out in Section 1 of this Prospectus.
- (ii) A Director is not required to hold any qualification share in the Company unless otherwise so fixed by the Company at general meeting.
- (iii) Details on the direct and indirect interest of substantial shareholders (holding 5% or more of the issued and paid-up share capital) of KZen before and after the Public Issue are set out in Section 9.1 of this Prospectus.
- (iv) Details on the direct and indirect interests of the Directors in the shares of the KZen Group before and after the Public Issue are set out in Section 9.1 of this Prospectus.
- (v) None of the Directors or substantial shareholders of the company has any interest, direct or indirect, in any business carrying on a similar trade as the Company and its subsidiary company.
- (vi) Save as disclosed in Sections 10.1, 16.6 and 16.7 of this Prospectus, none of the Directors has any interest in any contract or arrangement, which is significant in relation to the business of the Company and its subsidiary company taken as a whole subsisting at the date of this Prospectus.

16.4 General

- (i) The names of the KZen Group's business and the names of all corporations, which are deemed to be related to the KZen Group by virtue of Section 6 of the Act are set out in Section 6 of this Prospectus.
- (ii) The name and address of the Auditors and Reporting Accountants of the Company are set out in Section 1 of this Prospectus.
- (iii) None of the Promoters, Directors or substantial shareholders of the KZen Group has received any amounts or benefits paid or given by the Company other than by virtue of their directorship as disclosed in Section 9.5.4 of this Prospectus within the two (2) years preceding the date of this Prospectus, nor is it intended to be so paid or given.
- (iv) The Company and its subsidiary company have not established a place of business outside Malaysia.
- (v) The manner in which copies of this Prospectus together with the Application Forms and envelopes may be obtained is set out in Section 17 of this Prospectus.
- (vi) The date and time of the opening of the Application of the Public Issue is set out in Section 17 of this Prospectus.
- (vii) The amount payable in full on application is RM0.33 per Share.
- (viii) Save as disclosed in Section 9 of this Prospectus, the Directors of KZen are not aware of any persons who directly or indirectly, jointly or severally, exercise control over the Company and its subsidiary company.

16. ADDITIONAL INFORMATION (Cont'd)

- (ix) As at 14 October 2005, being the latest practicable date prior to the printing of this Prospectus, the Company and its subsidiary do not have any outstanding convertible debt securities.

16.5 Material Litigation

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

16.6 Material Contracts

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

- (a) Assignment Agreement (“**Assignment Agreement**”) made on 1 July 2005 between KZSB and KZen wherein KZSB has assigned the Copyright (as defined in the Assignment Agreement) and the Trade Marks (as defined in the Assignment Agreement) together with the goodwill associated therewith to KZen upon the terms and subject to the conditions contained in the Assignment Agreement for a consideration of RM100;
- (b) Master Distributorship and Reseller Agreement (“**MDR Agreement**”) made on 1 July 2005 between KZen and KZSB wherein KZen has engaged KZSB and KZSB has accepted the right to market, distribute, install and resell the Products (as defined in the MDR Agreement) within Malaysia or any country in the world upon the terms and subject to the conditions contained in the MDR Agreement at a fee to be agreed upon and computed in accordance with the MDR Agreement;
- (c) Underwriting Agreement (“**Underwriting Agreement**”) made on 22 August 2005 between KZen and the Underwriter (PMBB) wherein the Underwriter has agreed to underwrite up to 4,000,000 Public Issue Shares upon the terms and subject to the conditions contained in the Underwriting Agreement. The underwriting commission is to be calculated at the agreed rate of 2% of the issue price of RM0.33 for each of the Public Issue Shares underwritten;
- (d) Placement Agreement made on 9 September 2005 between KZen and the Placement Agent (PMBB) for the placement of up to 16,000,000 Public Issue Shares at the agreed rate of 2% of the issue price of RM0.33 per Share for places identified and secured by PMBB. In the event the places are identified and secured by the Company, the placement fees payable by the Company to PMBB shall be at a rate of 0.25% of the issue price of RM0.33 per Share.

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16. ADDITIONAL INFORMATION (Cont'd)

- (e) Conditional Share Sale Agreement made on 28 June 2004 between Ng Boon Sing, Chow Wei Hoon, Chan Seong Sun, Ng Siok Meng and Goh Gim Tiong as vendors and KZen as purchaser for the acquisition of the entire issued and paid up share capital of KZSB comprising 60,000 ordinary shares of RM1.00 each for a consideration of RM3,499,998 satisfied wholly by the issuance of 3,499,998 shares in KZen at an issue price of RM1.00 per share.

16.7 Material Agreements

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

- (a) Salient terms in the Software Licence Agreement dated 5 October 2005 between Tiara Bay Resorts Bhd (“**TBRB**”) and KZSB:
- (i) KZSB agrees to grant to TBRB a perpetual, non-exclusive and irrevocable Licence (as defined in the agreement) to use the Software which includes, collectively, the Software Program (as defined in the agreement) and the Documentation (as defined in the agreement) for a consideration of RM295,280.
- (ii) KZSB further undertakes to TBRB to perform Services (as defined in the agreement).
- (iii) The agreement may be terminated by either party:
- if the other party commits any material breach and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same;
 - if the other party shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition, scheme or arrangement with (or assigned for the benefit of) its creditors, or if the other party shall be unable to pay its debts or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purposes of an amalgamation or reconstruction).
- (b) Salient terms in the Reseller & Implementation Partner Agreement dated 1 August 2005 between IFCA MSC Berhad (“**IFCA-MSB**”) and KZSB
- (i) IFCA-MSB has been appointed as an authorised reseller and implementation partner for KZSB.
- (ii) KZSB grants a non-exclusive and non-transferable licence to IFCA-MSB to market the Products (as defined in the agreement) for the duration of one (1) year from the date of the agreement (“**Term**”) within Malaysia and such other countries outside Malaysia where IFCA-MSB has established its presence. The Term is automatically renewed on an annual basis unless terminated by either party.

16. ADDITIONAL INFORMATION (Cont'd)

- (iii) The commission payable to KZSB shall be in percentage proportion to the amount of collection received from the Clients (i.e. customers/end users handled by IFCA-MSC) as set out in the agreement.
- (iv) The agreement may be terminated by either party by giving the other party one (1) month's notice in writing.
- (c) Salient terms in the Reseller & Implementation Partner Agreement dated 11 July 2005 between IFCA Software Limited ("IFCA-SL") and KZSB:
- (i) IFCA-SL has been appointed as an authorised reseller and implementation partner for KZSB.
- (ii) KZSB grants a non-exclusive and non-transferable licence to IFCA-SL to market the Products (as defined in the agreement) for the duration of one (1) year from the date of the agreement ("Term") within Malaysia and such other countries outside Malaysia where IFCA-SL has established its presence. The Term is automatically renewed on an annual basis unless terminated by either party.
- (iii) The commission payable to KZSB shall be in percentage proportion to the amount of collection received from the Clients (i.e. customers/end users handled by IFCA-SL) as set out in the agreement.
- (iv) The agreement may be terminated by either party by giving the other party one (1) month's notice in writing.
- (d) Salient terms in the Agreement dated 24 February 2005 ("Agreement") between KZSB and Alliance Bank Malaysia Berhad ("Customer"):
- (i) In consideration of the payment of the sum of RM399,800 by the Customer, KZSB undertakes
- to provide in a good, professional and timely manner the KaiZenHR Enterprise Human Capital Information System, the Deliverables (as defined in the Agreement) and its Services (as defined in the Agreement) ("System").
 - to complete the Project (as defined in the Agreement) by the period specified in the Implementation Plan (as defined in the Agreement).
- (ii) If KZSB fails to complete the Project as specified in the Implementation Plan or any other period subsequently agreed to during the course of implementation stage, then save where such failure results from the default by the Customer of its obligations under the Agreement, KZSB shall pay the Customer by way of liquidated damages at two per cent (2%) of the individual module price of the System per week up to the maximum of ten per cent (10%) of the respective module price of the System commencing on the day after the scheduled date of completion until the Acceptance Date (as defined in the Agreement).

16. ADDITIONAL INFORMATION (Cont'd)

- (iii) The Agreement will take effect from the date of the Agreement and remains effective until the expiry or termination as set out below:
- by thirty (30) days' prior written notice by KZSB if the Customer fails to pay any sum due within thirty (30) days of the due date;
 - by thirty (30) days' prior written notice by either party if the other commits any material breach of any term of the Agreement and which (in the case of a breach capable of being remedied) is not remedied within thirty (30) days' of a written request by the non-defaulting party to remedy the same;
 - forthwith by either party if the other party undergoes any substantial changes in its ownership control or management or the transfer of substantial part of its assets which affects this Agreement;
 - forthwith by either party if the other party goes into liquidation whether voluntary or otherwise or becomes insolvent or makes an arrangement with its creditors or does an act jeopardizing in any manner its ability to fulfil its obligations under the Agreement; and
 - as per any other termination provisions as specifically provided for in the Agreement.
- (e) Salient terms in the Software Licence Agreement dated 8 October 2004 between Human Recruiters (M) Sdn Bhd ("**HRSB**") and KZSB:
- (i) KZSB grants a non-exclusive and non-transferable right to HRSB to use the Software Programs for HRSB's own business use for a consideration of RM300,000.
- (ii) In consideration of the payment of commission by KZSB, HRSB agrees to market the Software Programs (as defined in the agreement). Accordingly, KZSB also grants a non-exclusive and non-transferable licence to HRSB to market the Software Programs. The commission payable by the parties shall be on a percentage basis, and calculated in accordance with the agreement
- (iii) The agreement is for the duration of five (5) years from the date of the Agreement ("**Term**"). The Term is automatically renewed on an annual basis unless terminated by either party.
- (iv) The agreement may be terminated by either party by giving the other party one (1) month's notice in writing.
- (f) An arrangement between KZSB and IFCA Software Limited ("**IFCA-SL**") (which is evidenced by a purchase order no. BVI-1001 dated 25 August 2004 and the terms and conditions from KZSB attached therewith) wherein IFCA-SL has agreed to purchase the KaiZenHR Object Oriented Enterprise Human Capital Management Solution as described in the purchase order from KZSB for a consideration of RM304,000.

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16. ADDITIONAL INFORMATION (Cont'd)

- (g) An arrangement between KZSB and Dynacraft Industries Sdn Bhd ("Dynacraft") (which is evidenced by a purchase order no. 99257 dated 5 August 2004 and the terms and conditions attached therewith) wherein Dynacraft has agreed to purchase the KaiZenHR Enterprise Human Capital Management System as described in the purchase order from KZSB and KZSB has agreed to perform such professional services for a consideration of RM386,000. The salient terms are:
- (i) Dynacraft may, by written notice to KZSB, terminate the work in whole or in part, at any time, specifying the extent to which performance of work is terminated and the time at which such termination becomes effective, or terminate the order in whole or in part if KZSB:
- (1) fails to make delivery of the products or to perform the services within the time specified therein;
 - (2) fails to replace or correct defective products in accordance with the terms of the purchase order;
 - (3) fails to perform any of the other provisions of the purchase order so as to endanger performance in accordance with the terms of the purchase order, including delivery schedules; or
 - (4) becomes insolvent; admits in writing its inability to pay its debts as they mature; files a voluntary petition to bankruptcy; makes an assignment for the benefit of creditors or if a petition under any bankruptcy laws is filed against it.
- (h) Service Agreement made on 23 June 2004 between KZSB and Ng Boon Sing ("NBS") wherein KZSB appoints NBS and NBS agrees to serve as the Chief Executive Officer of KZSB with the following terms and conditions:
- (i) he shall not during the term of this agreement, be gainfully employed in any other occupation, trade or business save as follows:
- he may continue to manage companies in which he already holds office as at 23 June 2004;
 - he may serve in the capacity of a director in any other companies; and
 - he may receive fees and any other form of remuneration for his contributions to the said companies;
- (ii) he shall not directly or indirectly disclose to any person, firm or company, or use any trade secrets or other confidential business information, during or after his employment, except:
- in the proper course of his employment;
 - for any legitimate purposes of KZSB or the Group (as defined in the agreement); or
 - as required by law;
- (iii) if he develops any intellectual property rights for the purposes of his employment with KZSB, he must disclose it to KZSB immediately and agrees that all such intellectual property rights developed while he is in the employment of KZSB shall be assigned to KZSB; and

16. ADDITIONAL INFORMATION (Cont'd)

- (iv) the agreement shall terminate if either party gives to the other party three (3) months notice in writing.
- (i) Service Agreement made on 23 June 2004 between KZSB and Chow Wei Hoon ("CWH") wherein KZSB appoints CWH and CWH agrees to serve as the Director of Business Development of KZSB with the following terms and conditions:
- (i) he shall not during the term of this agreement, be gainfully employed in any other occupation, trade or business save as follows:
- he may continue to manage companies in which he already holds office as at 23 June 2004;
 - he may serve in the capacity of a director in any other companies; and
 - he may receive fees and any other form of remuneration for his contributions to the said companies;
- (ii) he shall not directly or indirectly disclose to any person, firm or company, or use any trade secrets or other confidential business information, during or after his employment, except:
- in the proper course of his employment;
 - for any legitimate purposes of KZSB or the Group (as defined in the agreement); or
 - as required by law;
- (iii) if he develops any intellectual property rights for the purposes of his employment with KZSB, he must disclose it to KZSB immediately and agrees that all such intellectual property rights developed while he is in the employment of KZSB shall be assigned to KZSB; and
- (iv) the agreement shall terminate if either party gives to the other party three (3) months notice in writing.
- (j) Service Agreement made on 23 June 2004 between KZSB and Chan Seong Sun ("CSS") wherein KZSB appoints CSS and CSS agrees to serve as the Chief Technology Officer of KZSB with the following terms and conditions:
- (i) he shall not during the term of this agreement, be gainfully employed in any other occupation, trade or business save as follows:
- he may continue to manage companies in which he already holds office as at 23 June 2004;
 - he may serve in the capacity of a director in any other companies; and
 - he may receive fees and any other form of remuneration for his contributions to the said companies;

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16. ADDITIONAL INFORMATION (Cont'd)

- (ii) he shall not directly or indirectly disclose to any person, firm or company, or use any trade secrets or other confidential business information, during or after his employment, except:
 - in the proper course of his employment;
 - for any legitimate purposes of KZSB or the Group (as defined in the agreement); or
 - as required by law;
 - (iii) if he develops any intellectual property rights for the purposes of his employment with KZSB, he must disclose it to KZSB immediately and agrees that all such intellectual property rights developed while he is in the employment of KZSB shall be assigned to KZSB; and
 - (iv) the agreement shall terminate if either party gives to the other party three (3) months notice in writing.
- (k) Salient terms in the Software Sale and Purchase Agreement dated 5 May 2004 between AMI Insurans Berhad ("AIB") and KZSB:
- (i) KZSB agrees to grant to AIB (including its subsidiaries and other entities owned or controlled by AIB) a perpetual, non-exclusive and irrevocable Licence (as defined in the agreement) to use the Software Program (as defined in the agreement) for a consideration of RM646,262.
 - (ii) KZSB further undertakes to AIB to perform Services (as set out in the agreement).
 - (iii) The agreement may be terminated by either party:
 - if the other party commits any material breach and which (in the case of a breach capable of being remedied) shall not have been remedied within fourteen (14) days of a written request to remedy the same; or
 - if the other party shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition, scheme or arrangement with (or assigned for the benefit of) its creditors, or if the other party shall be unable to pay its debts or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purposes of an amalgamation or reconstruction).

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16. ADDITIONAL INFORMATION (Cont'd)

- (l) Salient terms in the Software Sale and Purchase Agreement dated 1 August 2003 between INTI Universal Holdings Berhad (“IUHB”) and KZSB:
- (i) KZSB agrees to grant to IUHB (including its subsidiaries and other entities owned or controlled by IUHB, the entire list as specified in the agreement under “Licence Sites”) a perpetual, non-exclusive and irrevocable Licence (as defined in the agreement) for unlimited users to use the Software Program (as defined in the agreement) for a consideration of RM294,933.
 - (ii) KZSB further undertakes to IUHB to perform Services (as set out in the agreement).
 - (iii) The agreement may be terminated by giving thirty (30) days written notice by either party:
 - if the other party commits any material breach and which (in the case of a breach capable of being remedied) shall not have been remedied within thirty (30) days of a written request to remedy the same; or
 - if the other party shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition, scheme or arrangement with (or assigned for the benefit of) its creditors, or if the other party shall be unable to pay its debts or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purposes of an amalgamation or reconstruction).
- (m) Salient terms in the Software Sale and Purchase Agreement dated 10 February 2003 between Kumpulan Perubatan (Johor) Sdn Bhd (“KPJSB”) and KZSB:
- (i) KZSB agrees to grant to KPJSB (including its subsidiaries and other entities owned or controlled by KPJSB) a perpetual, non-exclusive and irrevocable Licence (as defined in the agreement) to use the Software which includes, collectively, the Program (as defined in the agreement) and the Documentation (as defined in the agreement) for a consideration of RM300,000.
 - (ii) KZSB further undertakes to KPJSB to perform Services (as set out in the agreement).

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16. ADDITIONAL INFORMATION (Cont'd)

- (iii) The agreement may be terminated by either party:
- if the other party commits any material breach and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of a written request to remedy the same;
 - if the other party shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition, scheme or arrangement with (or assigned for the benefit of) its creditors, or if the other party shall be unable to pay its debts or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purposes of an amalgamation or reconstruction).
- (n) Salient terms in the Software Licence and Services Agreement dated 19 September 2002 between Utusan Melayu (Malaysia) Berhad ("UMB") and KZSB:
- (i) KZSB agrees to grant to UMB (including its subsidiaries and other entities owned or controlled by UMB) a perpetual, non-exclusive and irrevocable Licence (as defined in the agreement) to use the Software which includes, collectively, the Program (as defined in the agreement) and the Documentation (as defined in the agreement) for a consideration of RM276,530.
- (ii) KZSB further undertakes to UMB to perform Services (as set out in the agreement).
- (iii) The agreement may be terminated by either party:
- if the other party commits any material breach and which (in the case of a breach capable of being remedied) shall not have been remedied within fourteen (14) days of a written request to remedy the same;
 - if the other party shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement or a proposal for any other composition, scheme or arrangement with (or assigned for the benefit of) its creditors, or if the other party shall be unable to pay its debts, or if a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party, or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purposes of an amalgamation or reconstruction).

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16. ADDITIONAL INFORMATION (Cont'd)

- (o) Salient terms in the Software Licence Agreement dated 3 May 2001 between Gamuda Berhad ("GB") and KZSB:
 - (i) KZSB agrees to grant and assigns to GB and its subsidiary(ies), associated and other related companies, a non-exclusive licence to use the Licenced Software (as defined in the agreement) in perpetuity (unless earlier terminated in accordance with the agreement) for a consideration of RM277,100.
 - (ii) GB may terminate the agreement by giving KZSB 30 days' notice without assigning any reason.

16.8 Public Take-Overs

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

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

16.9 Consents

- (i) The written consents of the Adviser, Sponsor, Underwriter, Placement Agent, Solicitors, Principal Banker, Share Registrar, Company Secretary and Issuing House to the inclusion in this Prospectus of their names in the manner and form in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (ii) The written consent of the Auditors and Reporting Accountants to the inclusion in this Prospectus of its name, Accountants' Report and letters relating to the proforma consolidated balance sheets as at 31 May 2005 in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iii) The written consent of the Expert to the inclusion in this Prospectus of its name and summary Expert Report letter dated 20 October 2005 in the manner and form in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.
- (iv) The written consent of IDC to the inclusion in this Prospectus of its name, extraction of information from its report and its report in the manner and form in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

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16. ADDITIONAL INFORMATION (Cont'd)

16.10 Documents Available For Inspection

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

- (i) Memorandum and Articles of Association of KZen;
- (ii) The Reporting Accountants' letters relating to the proforma consolidated balance sheets as at 31 May 2005 as set out in Section 14 of this Prospectus;
- (iii) The Accountants' Report and Directors' Report as included in Sections 13 and 15 respectively of this Prospectus;
- (iv) The material contracts and agreements referred to in Sections 16.6 and 16.7 respectively of this Prospectus;
- (v) The letters of consent referred to in Section 16.9 of this Prospectus; and
- (vi) The summary Expert report as set out in Section 12 of this Prospectus.
- (vii) The Malaysian HR Market Overview as set out in Section 18 of this Prospectus.

16.11 Responsibility Statements

- (i) PMBB acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts about the Public Issue.
- (ii) This Prospectus has been seen and approved by the Directors and Promoters of KZen, and they collectively and individually accept full responsibility for the accuracy of the information given and confirm that, after having made all reasonable enquiries, and to the best of their knowledge and belief, there are no false or misleading statement or other facts the omission of which would make any statement herein false or misleading.

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17. PROCEDURE FOR APPLICATION AND ACCEPTANCE

17.1 Opening and Closing of Application

Applications for the Public Issue Shares will be accepted from 10.00 a.m., 7 November 2005 to 5.00 p.m. on 14 November 2005 or for such further period or periods as the Directors of KZen together with the Underwriter in their absolute discretion may mutually decide. **Late applications will not be accepted.**

17.2 Methods of Application

Applications for the Public Issue Shares may be made using either of the following:-

- (i) Application Forms; or
- (ii) Electronic Share Application.

17.3 General Conditions for Application

The Applications shall be made in relation with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of KZen.

Application by the public

Applications for the 2,000,000 Public Issue Shares made available for Application by the Public must be made only on the **WHITE** Application Forms provided or by way of **Electronic Share Application**.

Application by the eligible Directors, employees and business associates of KZen and its subsidiary company

Applications for the 2,000,000 Public Issue Shares reserved for the eligible Directors, employees and business associates of KZen and its subsidiary company must be made only on the **PINK** Application Forms provided and **not on any other Application Forms or not by way of Electronic Share Application**.

Application by Private Placement

Application for the 16,000,000 Public Issue Shares reserved for placement to selected investors must be made only on the **BLUE** Application Forms provided and **not on any other Application Forms and not by way of Electronic Share Application**.

Corporation or institution cannot apply for the Public Issue Shares by way of Electronic Share Application.

Only one Application Form from each applicant will be considered and Applications must be for 100 ordinary shares of RM0.10 each or multiples thereof. Multiple applications will not be accepted. A person who submits multiple applications using the name of others, with or without their consents, commits an offence under Section 87A of the Securities Industry Act, 1983 and if convicted, may be punished with a minimum fine of RM1,000,000 and to a jail term of up to 10 years under Section 88B of the Securities Industry Act, 1983. The amount payable in full on application is RM0.33 per Public Issue Share.

Persons submitting applications by way of Application Forms **may not** submit applications by way of Electronic Share Applications and vice versa.

Persons submitting applications by way of Application Forms or by way of Electronic Share Applications **must have a CDS Account**.

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

IN THE CASE OF AN INDIVIDUAL APPLICANT OTHER THAN A MEMBER OF THE ARMED FORCES OR POLICE, THE NAME AND THE NATIONAL REGISTRATION IDENTITY CARD NUMBER OF THE APPLICANT MUST BE EXACTLY THE SAME AS STATED IN:

- (i) (a) THE APPLICANT'S NATIONAL REGISTRATION IDENTITY CARD;
 - (b) THE APPLICANT'S RESIT PENGENALAN SEMENTARA ("JPN 1/9") ISSUED PURSUANT TO PERATURAN 5(5), PERATURAN-PERATURAN PENDAFTARAN NEGARA 1990; OR
 - (c) ANY VALID TEMPORARY IDENTITY DOCUMENT AS ISSUED BY THE NATIONAL REGISTRATION DEPARTMENT FROM TIME TO TIME; AND
- (ii) THE RECORDS OF BURSA DEPOSITORY.

WHERE THE APPLICANT IS A MEMBER OF ARMED FORCES OR POLICE, THE NAME AND THE ARMED FORCES OR POLICE PERSONNEL NUMBER, AS THE CASE MAY BE MUST BE EXACTLY THE SAME AS THAT STATED IN HIS AUTHORITY CARD.

IN THE CASE OF A CORPORATE/INSTITUTIONAL APPLICANT, THE NAME AND CERTIFICATE OF INCORPORATION NUMBER OF THE APPLICANT MUST BE EXACTLY THE SAME AS THAT STATED IN THE APPLICANT'S CERTIFICATE OF INCORPORATION.

No acknowledgement of the receipt of Applications or Application monies will be made by KZen and/or MIDFCCS.

17.4 Applications Using Application Forms

(i) Types of Application Forms

The following Application Forms are issued with the notes and instructions printed therein are accompanied by this Prospectus:

- (a) **WHITE** Application Forms for application by the Public;
- (b) **PINK** Application Forms for application by the eligible Directors, employees and business associates of KZen and its subsidiary company; and
- (c) **BLUE** Application Forms for application by placement to selected investors.

WHITE Application Forms together with copies of this Prospectus may be obtained, subject to availability from PMBB, member companies of Bursa Securities, members of the Association of Banks in Malaysia, members of the Association of Merchant Banks in Malaysia and MIDFCCS.

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

(ii) Terms and Conditions of Applications Using Application Forms

Application by way of Application Forms shall be made on, and subject to, the terms and conditions appearing below:

- (a) Applicant who is an individual must be a Malaysian Citizen residing in Malaysia, with Malaysian address and with a CDS Account;
- (b) Applicant who is a corporation/institution incorporated in Malaysia must have a CDS Account and subject to the following:
 - (i) If the corporation/institution has a share capital, more than half of the issued share capital (excluding preference share capital) is held by Malaysian citizens; and
 - (ii) There is a majority of Malaysian citizens on the board of Directors/trustee.
- (c) Applicant which is a superannuation, provident and pension fund must be established or operating in Malaysia and with a CDS Account.
- (d) Applications will not be accepted from trustees, any person under 18 years of age, sole proprietorships, partnership or other incorporated bodies or associations, other than corporations/institutions referred to in Section 17.4(ii)(b) and (c) or the trustees thereof.
- (e) The Application Form must be completed in accordance with the Notes and Instructions printed on the reverse side of the Application Forms. In accordance with Section 41(2) of the SC Act, 1993, the Application Form together with the Notes and Instructions printed thereon are accompanied by this Prospectus. Applications which **do not strictly** conform to the terms of this Prospectus or Application Form or Notes and Instructions printed thereon or which are illegible may not be accepted.
- (f) EACH COMPLETED APPLICATION FORM MUST BE ACCOMPANIED BY REMITTANCES IN RINGGIT MALAYSIA FOR THE FULL AMOUNT PAYABLE EITHER BY:
 - 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); OR
 - 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); OR
 - MONEY ORDER OR POSTAL ORDER (for applicants from Sabah and Sarawak only); OR
 - GUARANTEED GIRO ORDER ("GGO") from Bank Simpanan Nasional (differentiated by a special red band for Bumiputera applicants); OR

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

- ATM STATEMENT OBTAINED FROM ANY OF THE FOLLOWING FINANCIAL INSTITUTIONS:
 - Alliance Bank Berhad (88103-W);
 - AmBank (M) Berhad (295576-U);
 - Affin-ACF Finance Berhad (6521-U);
 - Bumiputra-Commerce Bank Berhad (13491-P);
 - EON Bank Berhad (92351-V);
 - EON Finance Berhad (9692-K);
 - Hong Leong Bank Berhad (97141-X);
 - Hong Leong Finance Berhad (7797-V);
 - Malayan Banking Berhad (3813-K);
 - Public Bank Berhad (6463-H);
 - Public Finance Berhad (6471-U);
 - RHB Bank Berhad (6171-M);
 - Southern Bank Berhad (5303-W); and
 - Southern Finance Berhad (3838-T).

MADE OUT IN FAVOUR OF

MIDF SHARE ISSUE ACCOUNT NO. 601

AND CROSSED "A/C PAYEE ONLY" (EXCLUDING ATM STATEMENTS) AND ENDORSED ON THE REVERSE SIDE WITH THE NAME AND ADDRESS OF THE APPLICANT (AS PER THE NATIONAL REGISTRATION IDENTITY CARD OR "RESIT PENGENALAN SEMENTARA (JPN 1/9)" OR ANY VALID TEMPORARY IDENTITY DOCUMENT AS ISSUED BY THE NATIONAL REGISTRATION DEPARTMENT FROM TIME TO TIME, WHERE APPLICABLE IN THE CASE OF INDIVIDUAL APPLICANTS EXCEPT FOR ARMED FORCES/POLICE PERSONNEL AND THE REGISTERED ADDRESS IN THE CASE OF CORPORATE/INSTITUTIONAL APPLICANTS. ARMED FORCES/POLICE PERSONNEL MUST USE THE ADDRESS OF THE RESPECTIVE CAMP/BASE/STATION).

APPLICATIONS ACCOMPANIED BY ANY MODE OF PAYMENT OTHER THAN IN THE MANNER STATED ABOVE OR WITH EXCESS OR INSUFFICIENT REMITTANCE OR INAPPROPRIATE BANKER'S DRAFT/CASHIER'S ORDER/MONEY ORDER/GGO WILL NOT BE ACCEPTED. DETAILS OF THE REMITTANCE MUST BE FILLED IN THE APPROPRIATE BOXES PROVIDED IN THE APPLICATION FORMS.

- (g) AN APPLICANT MUST STATE HIS/HER CDS ACCOUNT NUMBER IN THE SPACE PROVIDED IN THE APPLICATION FORM.

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

- (h) THE NAME AND ADDRESS OF THE APPLICANT (AS PER THE NATIONAL REGISTRATION IDENTITY CARD OR "RESIT PENGENALAN SEMENTARA (JPN 1/9)" OR ANY VALID TEMPORARY IDENTITY DOCUMENT AS ISSUED BY THE NATIONAL REGISTRATION DEPARTMENT FROM TIME TO TIME, WHERE APPLICABLE IN THE CASE OF INDIVIDUAL APPLICANTS EXCEPT FOR ARMED FORCES/POLICE PERSONNEL AND THE REGISTERED ADDRESS IN THE CASE OF CORPORATE/INSTITUTIONAL APPLICANTS, WHERE ARMED FORCES/POLICE PERSONNEL MUST USE THE ADDRESS OF THE RESPECTIVE CAMP/BASE/STATION), MUST BE WRITTEN ON THE REVERSE SIDE OF THE BANKER'S DRAFT, CASHIER'S ORDER, ATM STATEMENT, MONEY ORDER, POSTAL ORDER, CHEQUES ISSUED BY PARTICIPATING LICENSED FINANCE COMPANIES OR GGO FROM BANK SIMPANAN NASIONAL.
- (i) The Directors of the Company reserve the right to require any successful applicant to appear in person at the registered office of MIDFCCS at anytime prior to the listing of and quotation for KZen Shares on the MESDAQ Market to ascertain the regularity or propriety of the application. The Directors of the Company shall not be 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 the successful applicant for the purpose of complying with this provision.
- (j) The Directors of the Company reserve the right to reject Applications which do not conform to these instructions or which are illegible or which are accompanied by remittances improperly drawn.
- (k) Where an Application is not accepted, the full amount of the Application monies, without interest, will be returned and despatched to the applicant within ten (10) market days from the date of the final ballot of the Applications by ordinary post at the applicant's address (as per the National Registration Identity Card or "Resit Pengenalan Sementara (JPN 1/9)" or any valid temporary identity document as issued by the National Registration Department from time to time, where applicable in the case of individual applicants (except for armed forces/police personnel) and the registered address in the case of corporate/institutional applicants. Armed forces/police personnel must use the address of the respective camp/base/station at the applicant's own risk.
- (l) The applicant shall ensure that his personal particulars as stated in the Application Form are identical with the records maintained by Bursa Depository. The applicant must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allocation will be sent to the registered or correspondence address last maintained with Bursa Depository.
- (m) MIDFCCS reserves the right to bank in all Application monies from unsuccessful Bumiputera applicants and partially-successful applicants, which would subsequently be refunded without interest by registered post.

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

- (n) Each completed Application Form accompanied by the appropriate remittance and legible photocopy of the relevant documents must be despatched by **ORDINARY POST** in the official envelopes provided, to the following address:-

MIDF Consultancy and Corporate Services Sendirian Berhad
12th Floor, Bangunan MIDF
195A, Jalan Tun Razak
50400 Kuala Lumpur
P.O.Box 11122
50736 Kuala Lumpur

or **DELIVERED BY HAND AND DEPOSITED** in the Drop-in Boxes provided at the Ground Floor, Bangunan MIDF, 195A, Jalan Tun Razak, 50400 Kuala Lumpur so as to arrive not later than 5.00 p.m. on 14 November 2005, or such further period or periods as the Directors of KZen and the Underwriters in their absolute discretion may decide. **Late applications will not be accepted.**

- (o) Directors and employees of MIDFCCS and their immediate families are strictly prohibited from applying for the Public Issue Shares.
- (p) **PLEASE DIRECT ALL ENQUIRIES IN RESPECT OF THE WHITE APPLICATION FORM TO MIDFCCS.**

17.5 Applications Using Electronic Share Application

- (i) **Steps for Electronic Share Application through a Participating Financial Institution's ATM**
- (a) Applicant must have an account with a Participating Financial Institution and an ATM card issued by that Participating Financial Institution to access the account;
- (b) Applicant **must** have a CDS account; and
- (c) Applicant is to apply for the Shares via the ATM of the Participating Financial Institution by choosing the Electronic Share Application option. Mandatory statements required in the Application is set out in Section 17.5(iii) in respect of the terms and conditions for Electronic Share Applications. Applicant is to enter at least the following information through the ATM where the instructions on the ATM screen at which he enters his Electronic Share Application requires him to do so:
- Personal Identification Number ("PIN");
 - **MIDF Share Issue Account Number 601;**
 - CDS Account Number;
 - Number of the Public Issue Shares applied for and/or the RM amount to be debited from the account; and
 - Confirmation of several mandatory statements.

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

(ii) Participating Financial Institutions

Electronic Share Applications may be made through an ATM of the following Participating Financial Institutions and their branches:

- AmBank (M) Berhad; or
- Bank Muamalat Malaysia Berhad; or
- Bumiputra Commerce Bank Berhad; or
- HSBC Bank Malaysia Berhad; or
- Malayan Banking Berhad; or
- OCBC Bank (Malaysia) Berhad; or
- Standard Chartered Bank Malaysia Berhad (at selected branches only).

(iii) Terms and Conditions for Electronic Share Applications

The procedures for Electronic Share Applications at ATMs of the Participating Financial Institutions are set out on the ATM screens of the relevant Participating Financial Institutions ("Steps"). For illustration purposes, the procedures for Electronic Share Applications at ATMs are set out in "Steps for Electronic Share Application through a Participating Financial Institution's ATM" in Section 17.5 (i) of this Prospectus. The Steps set out the actions that the applicant must take at the ATM to complete an Electronic Share Application.

Please read carefully the terms of this Prospectus, the Steps and the terms and conditions for Electronic Share Applications set out below before making an Electronic Share Application. Any reference to the "applicant" in the terms and conditions for Electronic Share Applications and the Steps shall mean the applicant who applies for shares through an ATM of any of the Participating Financial Institutions.

Only an applicant who is an individual with a CDS account is eligible to utilise the facility.

The applicant must have an existing bank account with, and be an ATM cardholder of, one of the participating Financial Institutions before he/she can make an Electronic Share Application at an ATM of the Participating Financial Institution. An ATM card issued by one (1) of the Participating Financial Institutions cannot be used to apply for shares at an ATM belonging to other Participating Financial Institutions. Upon the completion of his/her Electronic Share Application transaction, the applicant will receive a computer-generated transaction slip ("Transaction Record"), confirming the details of his Electronic Share Application. The Transaction Record is only a record of the completed transaction at the ATM and not a record of the receipt of the Electronic Share Application or any data relating to such an Electronic Share Application by the Company or MIDFCCS. The Transaction Record is for retention by the applicant and should not be submitted with any Application Form.

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

Upon the closing of the Public Issue for the application for the Public Issue Shares on **14 November 2005 at 5.00 p.m.** ("Closing Date and Time"), the Participating Financial Institution shall submit a magnetic tape containing its respective customers' Applications for the Public Issue Shares to MIDFCCS as soon as practicable but not later than **12.00 p.m.** of the 2nd business day after the Closing Date and Time.

An applicant will be allowed to make an Electronic Share Application for the Public Issue Shares via an ATM that accepts the ATM cards of the Participating Financial Institution with which he/she has an account and its branches, subject to the applicant making only one (1) Application.

AN APPLICANT MUST ENSURE THAT HE/SHE USES HIS/HER OWN CDS ACCOUNT NUMBER WHEN MAKING AN ELECTRONIC SHARE APPLICATION. AN APPLICANT OPERATING A JOINT ACCOUNT WITH ANY PARTICIPATING FINANCIAL INSTITUTION MUST ENSURE THAT HE/SHE ENTERS HIS/HER OWN CDS ACCOUNT NUMBER WHEN USING AN ATM CARD ISSUED TO HIM IN HIS/HER OWN NAME. HIS/HER APPLICATION WILL BE REJECTED IF HE/SHE FAILS TO COMPLY WITH THE FOREGOING.

The Electronic Share Application shall be made on, and subject to, the above terms and conditions as well as the terms and conditions appearing below:-

- (a) The Electronic Share Application shall be made in relation with and subject to the terms of this Prospectus and the Memorandum and Articles of Association of the Company.
- (b) The applicant is required to confirm the following statements (by depressing predesignated keys (or buttons) on the ATM keyboard) and undertake that the following information given is true and correct:-
 - He/She has attained 18 years of age as at the closing date of the share application;
 - He/She is a Malaysian citizen residing in Malaysia;
 - He/She has read the Prospectus and understood and agreed with the terms and conditions of the Application; and
 - He/She thereby gives consent to the Participating Financial Institution and Bursa Depository to disclose information pertaining to him/herself and his/her account with the Participating Financial Institution and Bursa Depository to MIDFCCS and other relevant authorities.

The application will not be successfully completed and cannot be recorded as a completed transaction at the ATM unless the applicant completes all the steps required by the Participating Financial Institution. By doing so, the applicant shall be treated as signifying his/her confirmation of each of the above statements as well as giving consent in accordance with the relevant laws of Malaysia including Section 97 of the Banking and Financial Institutions Act, 1989 and Section 45 of the Securities Industry (Central Depositories) Act, 1991 to the disclosure by the relevant Participating Financial Institution or Bursa Depository, as the case may be, of any of the applicant's particulars to MIDFCCS, or any relevant regulatory bodies.

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

- (c) THE APPLICANT CONFIRMS THAT HE/SHE IS NOT APPLYING FOR SHARES AS NOMINEE OF ANY OTHER PERSON AND THAT ANY ELECTRONIC SHARE APPLICATION THAT HE/SHE MAKES IS MADE BY HIM/HER AS BENEFICIAL OWNER. THE APPLICANT SHALL ONLY MAKE ONE (1) ELECTRONIC SHARE APPLICATION AND SHALL NOT MAKE ANY OTHER APPLICATION FOR THE PUBLIC ISSUE SHARES, WHETHER AT THE ATMs OF ANY PARTICIPATING FINANCIAL INSTITUTION OR ON THE PRESCRIBED APPLICATION FORMS.
- (d) The applicant must have sufficient funds in his/her account with the relevant Participating Financial Institution at the time he/she makes his/her Electronic Share Application, failing which his/her Electronic Share Application will not be completed. Any Electronic Share Application which does not strictly conform to the instructions set out on the screens of the ATM through which the Electronic Share Application is being made will be rejected.
- (e) The applicant agrees and undertakes to subscribe for or purchase and to accept the number of Shares applied for as stated on the Transaction Record or any lesser number of Shares that may be allotted or allocated to him/her in respect of his/her Electronic Share Application. In the event that the Company decides to allot or allocate any lesser number of such shares or not to allot or allocate any shares to the applicant, the applicant agrees to accept any such decision as final. If the applicant's Electronic Share Application is successful, his/her confirmation (by his/her action of pressing the designated key on the ATM) of the number of shares applied for shall signify, and shall be treated as, his/her acceptance of the number of shares that may be allotted or allocated to him/her and to be bound by the Memorandum and Articles of the Company.
- (f) The Company reserves the right to reject any Electronic Share Application or accept any Electronic Share Application in part only without assigning any reason therefor. Due consideration will be given to the desirability of allotting or allocating the shares to a reasonable number of applicants with a view to establishing an adequate market for the KZen Shares.
- (g) Where an Electronic Share Application is not successful or successful in part only, the relevant Participating Financial Institution will be informed of the non-successful or partially successful applications. Where the Electronic Share Application is not successful, the relevant Participating Financial Institution will credit the full amount of the application monies without interest into the applicant's account with that Participating Financial Institution within two (2) market days after the receipt of confirmation from MIDFCCS. MIDFCCS shall inform the Participating Financial Institutions of the non-successful or partially successful applications within two (2) market days after the balloting date. The applicants may check their accounts on the listing day of KZen.

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

Where an Electronic Share Application is accepted in part only, the relevant Participating Financial Institution will credit the balance of the application monies without interest into the applicant's account with the Participating Financial Institution within two (2) market days after the receipt of confirmation from MIDFCCS. A number of applications will, however, be held in reserve to replace any successfully balloted applications which are subsequently rejected. For such applications which are subsequently rejected, the application monies without interest will be refunded to applicants by MIDFCCS by way of cheques issued by MIDFCCS. The cheques will be issued to the applicants not later than ten market (10) days from the day of the final ballot of the applications. Should applicants encounter any problems in their applications, they may refer to the Participating Financial Institutions.

- (h) The applicant requests and authorises the Company to credit the Public Issue Shares allotted or allocated to the applicant into the CDS account of the applicant.
- (i) The applicant, acknowledging that his/her Electronic Share Application is subject to the risks of electrical, electronic, technical and computer-related faults and breakdowns, fires and other events beyond the control of the Company, MIDFCCS or the Participating Financial Institution, irrevocably agrees that if:
 - (i) The Company or MIDFCCS does not receive the applicant's Electronic Share Application; and
 - (ii) Data relating to the applicant's Electronic Share Application is wholly or partially lost, corrupted or not otherwise accessible, or not transmitted or communicated to the Company or MIDFCCS,

the applicant shall be deemed not to have made an Electronic Share Application and the applicant shall have no claim whatsoever against the Company, MIDFCCS and the Participating Financial Institution for the Public Issue Shares applied for or for any compensation, loss or damage.

- (j) All particulars of the applicant in the records of the relevant Participating Financial Institution at the time he/she makes his/her Public Issue Shares Application should be deemed to be true and correct and the Company, MIDFCCS and the Participating Financial Institution shall be entitled to rely on the accuracy thereof.
- (k) The applicant shall ensure that his personal particulars as recorded by both Bursa Depository and the relevant Participating Financial Institution are correct and identical. Otherwise, his Electronic Share Application is liable to be rejected. The applicant must inform Bursa Depository promptly of any change in address failing which the notification letter of successful allotment or allocation will be sent to his registered address last maintained with Bursa Depository.

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

- (l) By making and completing an Electronic Share Application, the applicant agrees that:-
- (i) in consideration of the Company agreeing to allow and accept the making of any Application for the shares via the Electronic Share Application facility established by the Participating Financial Institutions at their respective ATMs, his Electronic Share Application is irrevocable;
 - (ii) the Company, the Participating Financial Institutions, Bursa Depository and MIDFCCS shall not be liable for any delays, failures or inaccuracies in the processing of data relating to the applicant's Electronic Share Application to the Company due to a breakdown or failure of transmission or communication facilities or to any cause beyond their control;
 - (iii) notwithstanding the receipt of any payment by or on behalf of the Company, the acceptance of the offer made by the applicant to subscribe for and such the Public Issue Shares for which the applicant's Electronic Share Application has been successfully completed shall be constituted by the issue of notices of successful allocation for prescribed securities, in respect of the said shares;
 - (iv) the applicant irrevocably authorises Bursa Depository to complete and sign on his behalf as transferee or renounee of any instrument of transfer and/or other documents required for the issue or transfer of the shares allocated to the applicant; and
 - (v) the Company agrees that, in relation to any legal action or proceedings arising out of or in connection with the contract between the parties and/or the Electronic Share Application Scheme and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that the Company irrevocably submits to the jurisdiction of the Courts of Malaysia.
- (m) The Directors of the Company reserve the right to require any successful applicant to appear in person at the registered office of MIDFCCS at anytime prior to the listing of and quotation for the KZen Shares on the MESDAQ Market to ascertain the regularity or propriety of the Application. The Directors of the Company shall not be 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 the successful applicant for the purpose of complying with this provision.
- (n) The Directors of the Company reserve the right to reject Applications which do not conform to these instructions.
- (o) A surcharge of RM2.50 per Electronic Share Application will be charged by the respective Participating Financial Institutions.

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

17.6 Applications and Acceptances

The Directors of the Company reserve the right not to accept any Application, which does not strictly comply with the instructions, or to accept any Application in part only without assigning any reason therefor.

THE SUBMISSION OF AN APPLICATION FORM DOES NOT NECESSARILY MEAN THAT THE APPLICATION WILL BE SUCCESSFUL.

In the event of an over-subscription, acceptance of Applications by the public shall be subject to ballot to be conducted in a manner as approved by the Directors of the Company. Due consideration will be given to the desirability of distributing the Public Issue Shares to a reasonable number of applicants with a view of broadening the shareholding base and establishing an adequate market in the shares of the Company.

Pursuant to the MMLR, at least 25% but not more than 49% of the total number of shares of the Company for which listing is sought must be held in the hands of the public at the time of its admission to the MESDAQ Market. The Company is expected to achieve this at the point of listing. However, in the event that the above requirement is not met pursuant to this Public Issue, the Company may not be allowed to proceed with its listing plan. In the event thereof, monies paid in respect of all Applications will be returned in full. The successful applicants will be selected in a manner to be determined by the Directors of the Company.

If there are any undersubscription by the public and the eligible Directors, employees and other persons who have contributed to the success of KZen and its subsidiary company, the undersubscribed Public Issue Shares will be made available for subscription by the selected investors identified under the private placement. Thereafter, any Public Issue Shares not subscribed for by the public and the eligible Directors, employees and other persons who have contributed to the success of KZen and its subsidiary company, will be made available for subscription by the Underwriter as specified in the Underwriting Agreement dated 22 August 2005.

Directors and employees of MIDFCCS and their immediate family are strictly prohibited from applying for the Public Issue Shares.

WHERE A SUCCESSFUL BALLOTTED APPLICATION IS SUBSEQUENTLY NOT ACCEPTED, THE FULL AMOUNT OR THE BALANCE OF THE APPLICATION MONIES, AS THE CASE MAY BE, WILL BE REFUNDED WITHOUT INTEREST TO THE APPLICANT WITHIN TEN (10) MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION LISTS BY ORDINARY POST OR REGISTERED POST RESPECTIVELY, TO THE APPLICANT'S ADDRESS REGISTERED WITH THE BURSA DEPOSITORY. MIDFCCS RESERVES THE RIGHT TO BANK IN ALL APPLICATION MONIES FROM UNSUCCESSFUL BUMIPUTERA APPLICANTS AND PARTIALLY SUCCESSFUL APPLICANTS WHICH WOULD SUBSEQUENTLY BE REFUNDED WITHOUT INTEREST TO THE APPLICANT WITHIN TEN (10) MARKET DAYS FROM THE DATE OF THE FINAL BALLOT OF THE APPLICATION LISTS BY REGISTERED POST TO THE APPLICANT'S ADDRESS REGISTERED WITH THE BURSA DEPOSITORY AT THE APPLICANT'S OWN RISK.

NO APPLICATION SHALL BE DEEMED TO HAVE BEEN ACCEPTED BY REASON OF THE REMITTANCE HAVING BEEN PRESENTED FOR PAYMENT.

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

17.7 CDS Accounts

Pursuant to Section 14(1) of the Securities Industry (Central Depositories) Act, 1991, Bursa Securities has prescribed the securities of KZen as prescribed securities. In consequence thereof, the Public Issue Shares offered through this Prospectus will be deposited directly with the Bursa Depository and any dealings in these shares will be carried out in accordance with the aforesaid Act and Rules of Bursa Depository.

Following the above, in accordance with Section 29 of the Securities Industry (Central Depositories) Act, 1991, all dealings in the securities of KZen including the Public Issue Shares will be by book entries through CDS Accounts. No share certificates will be issued to successful applicants.

Only an applicant who has a CDS account can make an Application by way of Application Form. The applicant shall furnish his/her CDS account number in the space provided in the Application Form and he/she shall be deemed to have authorised Bursa Depository to disclose information pertaining to the CDS account to MIDFCCS or the Company. Where an applicant does not presently have a CDS account, he/she should open a CDS Account at an ADA prior to making an Application for the Public Issue Shares. Failure to comply with these specific instructions as the Application Form requires or inaccuracy in the CDS account number may result in the Application being rejected. If a successful applicant fails to state his/her CDS account number, MIDFCCS under the instruction of the Company, will reject the application.

Only an applicant who has a CDS account can make an Electronic Share Application. The applicant shall furnish his/her CDS account number to the Participating Financial Institution by way of keying in his/her CDS account number if the instruction on the ATM screen at which he/she enters his/her Electronic Share Application requires him/her to do so. Failure to comply with these specific instructions as the Electronic Share Application requires or inaccuracy in the CDS account number may result in the Application being rejected.

The Directors of the Company reserve the right to reject any incomplete and inaccurate Application. Applications may also be rejected if the applicants' particulars provided in the Application Forms, or in the case of Electronic Share Application, if the records of the Participating Financial Institutions at the time of making the Electronic Share Applications differ from those in Bursa Depository's records, such as the National Registration Identity Card number, names and nationalities.

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

17.8 Notice of Allotment

Public Issue Shares allotted to all successful or partially successful applicants will be credited to their respective CDS Account. A notice of allotment will be despatched to the successful or partially successful applicant at his/her address last maintained with Bursa Depository at the applicant's own risk within five (5) market days after the ballot of the Applications. For Electronic Share Application, the notice of allotment will be despatched to the successful or partially successful applicant at his/her address last maintained with the Bursa Depository at the applicant's own risk within five (5) market days after the ballot of the Applications. This is the only acknowledgement of acceptance of the Application.

If the applicant's address as stated in the Application Form or, in the case of an Electronic Share Application in the records of the Participating Financial Institution, as the case may be, is different from the address registered with Bursa Depository, the Applicant must inform Bursa Depository of his/her updated address promptly by adhering to the certain rules and regulations of the Bursa Depository, failing which the notification letter on successful allotment shall be sent to the applicant's address last registered with Bursa Depository.

Applicants may also check the status of their application by calling their respective ADAs at the telephone number as stated in Section 17.9 hereof or at the telephone numbers stated below within five (5) market days (during office hours only) after the balloting date:

| | |
|--------------------------|--|
| MIDFCCS Enquiry Services | 1. (603) 2161 3355 |
| Telephone Hotline | 2. (603) 2160 2727 |
| MIDFCCS website | www.midfcs.com |

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17. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**17.9 List of ADAs**

The list of ADAs and their respective Broker codes are as follows: -

| Name | Address & Telephone Number | ADA Code |
|--|---|-----------------|
| A.A. ANTHONY SECURITIES SDN BHD | Suite 8.2 Level 8 Menara Sarawak Enterprise 5 Jalan Bukit Meldrum 80300 Johor Bahru Johor Darul Takzim Tel No: 07-3332000 | 078-001 |
| A.A. ANTHONY SECURITIES SDN BHD | Tingkat 1, 2, 3 Bangunan Heng Guan 171 Jalan Burmah 10500 Pulau Pinang Tel:04-2299318 | 078-002 |
| A.A. ANTHONY SECURITIES SDN BHD | Aras Bawah & 1 2 Jalan Perniagaan 2 Pusat Perniagaan Alma 1400 Bukit Mertajam Pulau Pinang Tel:04-5541388 | 078-003 |
| A.A. ANTHONY SECURITIES SDN BHD | N3 Plaza Damas 60 Jln Sri Hartamas 1 Sri Hartamas Kuala Lumpur Tel:03-62011155 | 078-004 |
| A.A. ANTHONY SECURITIES SDN BHD | 42 Main Road Kulai Besar 81000 Kulai Johor Darul Takzim Tel:07-6636658 | 078-001 |
| AFFIN SECURITIES SDN BHD <i>(formerly Affin-UOB Securities Sdn Bhd)</i> | Level 3, Menara Keck Seng 203, Jalan Bukit Bintang 55100 Kuala Lumpur Tel No.: 03-21438668 | 028-001 |
| AFFIN SECURITIES SDN BHD | 3rd & 4th Floor Wisma Amsteel Securities No. 1, Lintang Pekan Baru Off Jalan Meru 41050 Klang Selangor Darul Ehsan Tel No.: 03-33439999 | 028-002 |
| AFFIN SECURITIES SDN BHD | Lot 229, Tingkat 2 The Curve No. 6, Jalan PJU 7/3 Mutiar Damansara 47800 Petaling Jaya Selangor Darul Ehsan Tel No.: 03-77298016 | 028-003 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|---|---|----------|
| AFFIN SECURITIES SDN BHD | No. 1, Jalan 52/16 46200 Petaling Jaya Selangor Darul Ehsan Tel No.: 03-79553281 | 028-004 |
| AMSECURITIES SDN BHD (formerly Arab-Malaysian Securities Sdn Bhd) | 15th Floor, Bangunan AmBank Group 55, Jalan Raja Chulan 50200 Kuala Lumpur Tel No.: 03-20782788 | 086-001 |
| AMSECURITIES SDN BHD | 2nd Floor Penggaram Complex 1, Jalan Abdul Rahman 83000 Batu Pahat Johor Darul Takzim Tel No.: 07-4342282 | 086-002 |
| AMSECURITIES SDN BHD | Aras 4 Plaza Damansara Utama 2 Jalan SS21/60 Tel:03-77106613 | 086-001 |
| AVENUE SECURITIES SDN BHD | Tingkat Bawah 234 Jalan Besar Taman Semberong Baru 83700 Yong Peng Johor Tel.:07-4678885 | 052-005 |
| AVENUE SECURITIES SDN BHD (formerly Allied Avenue Assets Securities Sdn Bhd) | Ground Floor & Level 1 THB Satu, Jalan Damansara Endah Damansara Heights 50490 Kuala Lumpur Tel No.: 03-20891800 | 052-001 |
| AVENUE SECURITIES SDN BHD | No.63 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No.: 05-2422828 | 052-002 |
| AVENUE SECURITIES SDN BHD | No. 7B-1, Jalan Laman Intan Bandar Baru Teluk Intan 36000 Teluk Intan Perak Darul Ridzuan Tel:05-6222828 | 052-002 |
| AVENUE SECURITIES SDN BHD (formerly Soon Theam Securities Sdn Bhd) | No.111, Jalan Macalister 10400 Pulau Pinang Tel No.: 04-2281833 | 052-003 |
| AVENUE SECURITIES SDN BHD (formerly Kestrel Securities Sdn Bhd) | No. 57, 59 & 61 Jalan Ali 84000 Muar Johor Darul Takzim Tel No:- 06-9531222 | 052-004 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|---|---|----------|
| AVENUE SECURITIES SDN BHD | 285 Tingkat 1 Jalan Lambak 86000 Kluang Johor Darul Takzim Tel:-07-7761297 | 052-004 |
| BIMB SECURITIES SDN BHD | 1st & 2nd Floor Podium Block, Bangunan AMDB No. 1, Jalan Lumut 50400 Kuala Lumpur Tel No.: 03-40433533 | 024-001 |
| CIMB SECURITIES SDN BHD | 9th Floor, Commerce Square Jalan Semantan Damansara Heights 50490 Kuala Lumpur Tel No.: 03-20849999 | 065-001 |
| CIMB SECURITIES SDN BHD | Suite 1.01, Menara PSCI 39 Jalan Sultan Ahmad Shah 10050 Penang Tel No.: 04-2911833 | 065-003 |
| CIMB SECURITIES SDN BHD | Aras 1 (UTARA) Wisma STA No. 26 Jalan Datuk Abang Abdul Rahim 93450 Kuching Sarawak Tel No.: 082-358688 | 065-004 |
| CREDIT SUISSE SECURITIES (MALAYSIA) SDN BHD | Suite 7.6, Level 7 Menara IMC 8 Jalan Sultan Ismail 50250 Kuala Lumpur Tel No.: 03-27232020 | 036-001 |
| ECM LIBRA SECURITIES SDN BHD (formerly BBMB Securities Sdn Bhd) | 1st, 2nd & 3rd Floors Wisma Genting Jalan Sultan Ismail 50250 Kuala Lumpur Tel:-03-21781888 | 099-001 |
| ECM LIBRA SECURITIES SDN BHD | 7 & 8th Floor Menara PSCI 39 Jalan Sultan Ahmad Shah 10050 Pulau Pinang Tel No: 04-2283355 | 099-002 |
| ECM LIBRA SECURITIES SDN BHD | No. 2 Jalan Selamat Greentown 30450 Ipoh Perak Darul Ridzuan Tel:05-2421833 | 099-003 |

17. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**17.9 List of ADAs (Cont'd)**

| Name | Address & Telephone Number | ADA Code |
|--|---|-----------------|
| ENG SECURITIES SDN BHD | 95, Jalan Tun Abdul Razak 80000 Johor Bahru Johor Darul Takzim Tel No.: 07-2231211 | 081-001 |
| EONCAP SECURITIES SDN BHD <i>(formerly Leong & Co.)</i> | Level 18 & 19, Wisma CycleCarri 288 Jalan Raja Laut 50350 Kuala Lumpur Tel:03-26928899 | 061-001 |
| 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 |
| HLG SECURITIES SDN BHD <i>(formerly Zalik Securities Sdn Bhd)</i> | Level 1-7, Menara HLA No. 3, Jalan Kia Peng 50450 Kuala Lumpur Tel No.: 03-21681168 | 066-001 |
| HWANG-DBS SECURITIES BHD | 2nd Floor, Bangunan AHP 2, Jalan Tun Mohd Fuad 3 Taman Tun Dr Ismail 50250 Kuala Lumpur Tel No.: 03-77106688 | 068-009 |
| HWANG-DBS SECURITIES BHD | Bilik 7-03, Tingkat 7 Bilik 12-02 & Bilik 12-01(Sebahagian) Tingkat 12 Menara Keck Seng 203 Jalan Bukit Bintang 55100 Kuala Lumpur Tel:-03-27116888 | 068-014 |
| HWANG-DBS SECURITIES BHD | No. 70A, B,C, Jalan Mawar 1 Taman Pekan Baru 08000 Sungai Petani Kedah Darul Aman Tel No.: 04-4256666 | 068-011 |
| HWANG-DBS SECURITIES BHD | Nos.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 |

17. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**17.9 List of ADAs (Cont'd)**

| Name | Address & Telephone Number | ADA Code |
|-----------------------------|---|-----------------|
| HWANG-DBS SECURITIES BHD | Ground Floor, Aras 1,2 & 3 21, Jalan Stesen 34000 Taiping Perak Darul Ridzuan Tel No.: 05-8066688 | 068-003 |
| HWANG-DBS SECURITIES BHD | 16th, 18th-20th Floor Plaza Masalam 2, Jalan Tengku Ampuan Zabedah E9/E, Section 9 40100 Shah Alam Selangor Darul Ehsan Tel No.: 03-55133288 | 068-002 |
| HWANG-DBS SECURITIES BHD | East Wing & Centre Link Floor 3A, Wisma Cosplant 2 No. 7, Jalan SS16/1 47500 Subang Jaya Selangor Darul Ehsan Tel No.: 03-56356688 | 068-010 |
| HWANG-DBS SECURITIES BHD | Level 2, 3, 4, 7 & 8 Wisma Sri Pinang 60, Green Hall 10200 Pulau Pinang Tel No.: 04-2636996 | 068-001 |
| HWANG-DBS SECURITIES BHD | Ground Fl, 1st & 2nd Fl 1620 & 1621 Jalan Permatang Batu Taman Industri Permatang Batu 14000 Bukit Mertajam Pulau Pinang Te No.: 04-5372882 | 068-006 |
| HWANG-DBS SECURITIES BHD | Ground & 1st Floor 105, 107 & 109 Jalan Yam Tuan 70000 Seremban Negeri Sembilan Darul Khusus Tel No.: 06-7612288 | 068-007 |
| HWANG-DBS SECURITIES BHD | No. 6, Upper Level Jalan Mahligai 72100 Bahau Negeri Sembilan Darul Khusus Tel No.: 06-4553188 | 068-013 |
| HWANG-DBS SECURITIES BHD | Level 7, Johor Bahru City Square (Office Tower) 106-108, Jalan Wong Ah Fook 80000 Johor Bahru Johor Darul Takzim Tel No.: 07-2222692 | 068-004 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|-------------------------------|---|----------|
| HWANG-DBS SECURITIES BERHAD | Room Nos 106-109, Mezzanine Floor Room Nos 207-212, 2nd Floor Gaya Centre, Jalan Tun Fuad Stephens 88400 Kota Kinabalu Sabah Tel No.: 088-311688 | 068-008 |
| HWANG-DBS SECURITIES SDN BHD | Tingkat Bawah 1, 2 & 3 Lot 328, Jalan Abell 93100 Kuching Sarawak Tel.: 082-506999 | 068-005 |
| HWANG-DBS SECURITIES SDN BHD | 15 Tingkat Atas Jalan Peria 45400 Sekinchan Selangor Darul Ehsan Tel:-03-32415025 | 068-003 |
| HWANG-DBS SECURITIES SDN. BHD | 10 Tingkat Atas Jalan Pantai Jaya 1 34900 Pantai Remis Perak Tel:-05-6775142 | 068-003 |
| HWANG-DBS SECURITIES SDN. BHD | Tingkat Satu No.17, Taman Sri Ishaq 34600 Hutan Melintang Perak Tel:05-6415806 | 068-003 |
| HWANG-DBS SECURITIES SDN BHD | 25 Tingkat Satu Lorong 1 Perumahan Awam Langkap2 36700 Langkap Perak Tel:-05-6596693 | 068-003 |
| HWANG-DBS SECURITIES SDN BHD | Tingkat Bawah & 1 No. 22, Persiaran Greentown 1 Greentown Business Centre 30450 Ipoh Tel:- 05-2559988 | 068-015 |
| HWANG-DBS SECURITIES SDN BHD | No. 192, Bintulu Parkcity Commerce Square Lot 3478 Bintulu Town District 97000 Bintulu Sarawak Tel :- 086-330008 | 068-016 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|--|--|----------|
| INNOSABAH SECURITIES BERHAD | 11, Equity House, Block K Sadong Jaya, Karamunsing 88100 Kota Kinabalu Sabah Tel : 088-234090 | 020-001 |
| INTER-PACIFIC SECURITIES SDN BHD | West Wing, Level 13 Berjaya Times Square 1 Jalan Imbi 55100 Kuala Lumpur Tel:-03-21171888 | 054-001 |
| INTER-PACIFIC SECURITIES SDN BHD (formerly UT Securities Sdn Bhd) | 6th, 10th & 12th Fl Bangunan Mayban Trust 3 Penang Street 10200 Penang Tel:04-2626644 | 059-001 |
| INTER-PACIFIC SECURITIES SDN BHD | Tingkat Bawah 7-0-8 Jalan 3/109F Danau Business Centre Danau Desa 58100 Kuala Lumpur Tel:03-79847796 | 054-001 |
| JF APEX SECURITIES BHD (formerly Apex Securities Sdn Bhd) | 3rd, 5th, 6th & 10th Floor, Menara Apex Off Jalan Semenyih Bukit Mewah 43000 Kajang Selangor Darul Ehsan Tel : 03-87361118 | 079-001 |
| JF APEX SECURITIES BHD (formerly Apex Securities Sdn Bhd) | 15th & 16th Floor Choy Fook On Tower No.1B Jalan Yong Shook Lin 46050 Petaling Jaya Selangor Darul Ehsan Tel : 03-76201118 | 079-002 |
| JF APEX SECURITIES BHD | No. 32 Ground Floor Jalan Tun Dr Ismail 70200 Seremban Negeri Sembilan Darul Khusus Tel:06-7641118 | 079-003 |
| JUPITER SECURITIES SDN BHD | 7th, 8th & 9th Floor Menara Olympia 8, Jalan Raja Chulan 50200 Kuala Lumpur Tel : 03-20341888 | 055-001 |
| K & N KENANGA BHD | 801, 8th Floor Kenanga International Jalan Sultan Ismail 50250 Kuala Lumpur Tel : 03-21649080 | 073-001 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|--|--|----------|
| K & N KENANGA BHD | Suite 7.02 Level 7, Menara ING Intan Millenium Square No. 68, Jalan Batai Laut 4 Taman Intan 41300 Klang Selangor Darul Ehsan Tel : 03-30057550 | 073-007 |
| K & N KENANGA BHD | 1st Floor, Wisma UEP Pusat Perniagaan USJ 10 Jalan USJ 10/1A 47620 Subang Jaya Selangor Darul Ehsan Tel : 03-80241682 | 073-006 |
| K & N KENANGA BHD | Room 13.01, 13th Floor Menara Yayasan Selangor No. 18A, Jalan Persiaran Barat Off Jalan Timur 46000 Petaling Jaya Selangor Darul Ehsan Tel : 03-79562169 | 073-005 |
| K & N KENANGA BHD (formerly <i>Peninsula Securities Sdn Bhd</i>) | Level 2, Menara Pelangi Jalan Kuning Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel : 07-3333600 | 073-004 |
| K & N KENANGA BHD | No 31, Lorong Dato' Ahmad Jalan Khalidi 84000 Muar Johor Darul Ehsan Tel : 06-9542711 | 073-008 |
| K & N KENANGA BHD | Tingkat Bawah & Tingkat Mezzanine No. 34, Jalan Genuang 85000 Segamat Johor Darul Takzim Tel : 07-9333515 | 073-009 |
| K & N KENANGA BHD | 33 & 35 Ground & 1st Fl A & B Jalan Syed Abdul Hamid Sagaff 86000 Kluang Johor Darul Takzim Tel : 07-7771161 | 073-010 |
| K & N KENANGA BHD | Tingkat Bawah 4 Jalan Dataran 1 Taman Bandar Tangkak 84900 Tangkak Johor Tel:-06-7782292 | 073-008 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|--|--|----------|
| K & N KENANGA BHD | Level 1-5 Wisma Mahmud Jalan Sungai Sarawak 93100 Kuching Sarawak Tel : 082-338000 | 073-003 |
| K & N KENANGA BHD | Lot 2465 Jalan Boulevard Utama Boulevard Commercial Centre 98000 Miri Sarawak Tel : 085-435577 | 073-002 |
| K & N KENANGA BHD | Tingkat Bawah & Tingkat 1 11-12, Lorong Kampung Datu 3 96000 Sibu Sarawak Tel:- 084-338901 | 073-012 |
| K & N KENANGA BHD | No.8G, Tingkat Bawah Jalan Delima Satu 82400 Pusat Perdagangan Pontian Johor Tel:- 06-6867433 | 073-004 |
| K & N KENANGA BHD | No.26, Jalan Mahkamah Sublot 13, 1st Flr 96500 Bintangor Sarawak Tel :- 084-693957 | 073-012 |
| K & N KENANGA BHD | Lot 1.02 Aras Satu Menara KWSP 38, Jalan Sultan Ahmad Shah 10050 Penang Tel:- 04-2106666 | 073-013 |
| K & N KENANGA BHD | Mid Valley No. 57-10 Level 10 The Boulevard Mid Valley City Lingkaran Syed Putra 59000 Kuala Lumpur Tel :- 03-22871799 | 073-015 |
| KAF-SEAGROATT & CAMPBELL SECURITIES SDN BHD <i>(formerly Seagroatt & Campbell Sdn Bhd</i> | 30th Floor Menara Weld No.76, Jalan Raja Chulan 50200 Kuala Lumpur Tel : 03-20201600 | 053-001 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | No. 8, Jalan Binjai Off Jalan Ampang 50450 Kuala Lumpur Tel : 03-21667922 | 076-001 |

17. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**17.9 List of ADAs (Cont'd)**

| Name | Address & Telephone Number | ADA Code |
|--------------------------------------|---|-----------------|
| KUALA LUMPUR CITY SECURITIES SDN BHD | Ground 1st & 2nd Floor No.33, Plaza Crystalville Jalan 23/70A Desa Sri Hartamas 50480 Kuala Lumpur Tel : 03-62033366 | 076-010 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | 43 & 44 Ground Floor Taman Sentosa Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel : 05-6910910 | 076-008 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | 2nd Floor Wisma PKNK Jalan Sultan Badlishah 05000 Alor Setar Kedah Darul Aman Tel : 04-7317088 | 076-004 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | 2nd Floor, Podium Block Bangunan KWSP 01000 Kangar Perlis Indera Kayangan Tel : 04-9765200 | 076-003 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | No. 46 & 48 Jalan Dato` Kapten Ahmad 86000 Kluang Johor Darul Takzim Tel : 07-7717922 | 076-006 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | Lot 6 & 7, Section 25 Jalan Sultan Yahya Petra Bandar Kota Bharu 15200 Kota Bharu Kelantan Darul Naim Tel : 09-7432588 | 076-007 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | A-397, A-399 & A-401 Taman Sri Kuantan III Jalan Beserah 25300 Kuantan Pahang Darul Makmur Tel : 09-5660800 | 076-002 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | No. 1D Ground & Mezzanine No. 1E, Ground, Mezzanine 1st & 2nd Floor Jalan Air Jerneh 20300 Kuala Terengganu Terengganu Darul Iman Tel : 09-6317922 | 076-009 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|---|--|----------|
| KUALA LUMPUR CITY SECURITIES SDN BHD | Suite 1-9-E1, 9th Floor CPS Tower No. 1 Jalan Centre Point 88000 Kota Kinabalu Sabah Tel : 088-253922 | 076-005 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | Tingkat Satu No.62 Jalan Temerloh 28400 Mentakab Pahang Darul Makmur Tel: 09-2771800 | 076-002 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | Tingkat Bawah No.1503B, Jalan Besar Seri Kembangan 43300 Selangor Tel: 03-89457922 | 076-001 |
| KUALA LUMPUR CITY SECURITIES SDN BHD | No. 32, Tingkat Satu Jalan Bako 96000 Sibul Sarawak Tel:- 084-347922 | 076-005 |
| M & A SECURITIES SDN BHD | Level G-2, No. 45 & 47 The Boulevard Mid Valley City Lingkaran Syed Putra 59200 Kuala Lumpur Tel : 03-22821820 | 057-002 |
| M & A SECURITIES SDN BHD (formerly Perak Traders & Co Sdn Bhd) | M & A Building 52A, Jalan Sultan Idris Shah 30000 Ipoh Perak Darul Ridzuan Tel : 05-2419800 | 057-001 |
| MALACCA SECURITIES SDN BHD (formerly Malacca Traders Sdn Bhd) | No. 1, 3 & 5, Jalan PPM 9 Plaza Pandan Malim (Business Park) Balai Panjang P.O.Box 248 75250 Melaka Tel : 06-3371533 | 012-001 |
| MAYBAN SECURITIES SDN BHD | Level 5-13, MaybanLife Tower Dataran Maybank No. 1, Jalan Maarof 59000 Kuala Lumpur Tel : 03-22978888 | 098-001 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|---|--|----------|
| MAYBAN SECURITIES SDN BHD | B-G-04(Aras Bawah), Aras 1 & 2 42 Persiaran Greentown I Pusat Perdagangan Greentown 30450 Ipoh Perak Darul Ridzuan Tel:05-2453400 | 098-002 |
| MERCURY SECURITIES SDN BHD | Ground 1st - 3rd Floor Wisma UMNO Lorong Bagan Luar Dua 12000 Butterworth Seberang Prai Pulau Pinang Tel : 04-3322123 | 093-001 |
| MERCURY SECURITIES SDN BHD | Lot 6-05, Aras 6 Tower Block Menara Millennium 8, Jalan Damanlela 50490 Kuala Lumpur Tel :- 03-20942828 | 093-002 |
| MERCURY SECURITIES SDN BHD | 81B & 83B Jalan Merdeka Melaka Raya 75000 Melaka Tel : 06-2921898 | 093-003 |
| MIDF SISMA SECURITIES SDN BHD | 17th & 18th Floor Empire Tower 182, Jalan Tun Razak 50400 Kuala Lumpur Tel : 03-21668888 | 026-001 |
| OSK SECURITIES BHD (formerly OSK & Partners Sdn Bhd) | 10th Floor, Plaza OSK Jalan Ampang 50450 Kuala Lumpur Tel : 03-21624388 | 056-001 |
| OSK SECURITIES BHD | 62 & 64 Vista Magna Jalan Prima, Metro Prima 52100 Kuala Lumpur Tel : 03-62575869 | 056-028 |
| OSK SECURITIES BHD | 24,24M,26M,28M&28A Jalan SS2/63 47300 Petaling Jaya Selangor Darul Ehsan Tel : 03-78736366 | 056-011 |
| OSK SECURITIES BHD | 579, 580-581 A & B Taman Melaka Raya 75000 Melaka Tel : 06-2825211 | 056-003 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|--------------------|--|----------|
| OSK SECURITIES BHD | 21-25, Jalan Seenivasagam Greentown 30450 Ipoh Perak Darul Ridzuan Tel : 05-2415100 | 056-002 |
| OSK SECURITIES BHD | Ground Floor 28, Jalan Maharajalela Taman Bagan Serai Baru 34300 Bagan Serai Perak Darul Ridzuan Tel : 05-7214298 | 056-018 |
| OSK SECURITIES BHD | No. 23 & 25, Jalan Lumut 32000 Sitiawan Perak Darul Ridzuan Tel : 05-6921228 | 056-016 |
| OSK SECURITIES BHD | Ground Floor No. 40,42, & 44 Jalan Berek 34000 Taiping Perak Darul Ridzuan Tel : 05-8088229 | 056-034 |
| OSK SECURITIES BHD | 17, Jalan Intan 2 Bandar Baru 36000 Teluk Intan Perak Darul Ridzuan Tel : 05-6236498 | 056-014 |
| OSK SECURITIES BHD | 64, Bishop Street 20F & 20G, Penang Street 10200 Pulau Pinang Tel : 04-2634222 | 056-004 |
| OSK SECURITIES BHD | Aras Bawah 1 & 2 No. 2677 Jalan Chain Ferry Taman Inderawasih 13600 Seberang Prai Pulau Pinang Tel :- 04-3900022 | 056-005 |
| OSK SECURITIES BHD | Ground & 1st Floor No. 15-G-5, 15-G-6,15-1-5,15-1-6 Medan Kampung Relau (Bayan Point) 11950 Pulau Pinang Tel : 04-6404888 | 056-042 |
| OSK SECURITIES BHD | Ting. Bawah & Ting. Atas 11A, Jalan Keranji Off Jalan Padang Lallang 14000 Bukit Mertajam Pulau Pinang Tel : 04-5375687 | 056-015 |

17. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**17.9 List of ADAs (Cont'd)**

| Name | Address & Telephone Number | ADA Code |
|--------------------|--|-----------------|
| OSK SECURITIES BHD | 834 Jalan Besar Sungai Bakap 14200 Sungai Jawi Seberang Perai Selatan Pulau Pinang Tel : 04-5831888 | 056-032 |
| OSK SECURITIES BHD | Ground & 1st Floor 215-A & 215-B Medan Putra, Jalan Putra 05150 Alor Setar Kedah Darul Aman Tel : 04-7304530 | 056-021 |
| OSK SECURITIES BHD | No. 35 Ground Floor Jalan Suria 1, Jalan Bayu 09000 Kulim Kedah Darul Aman Tel : 04-4955351 | 056-019 |
| OSK SECURITIES BHD | Ground Flr, Swiss Inn Hotel No. 1 , Jalan Pahlawan 08000 Sungai Petani Kedah Darul Aman Tel : 04-4235122 | 056-017 |
| OSK SECURITIES BHD | 1st & 2nd Floor No. 168, Jalan Mewah (Pusat Perniagaan UMNO Bahagian Jempol) 71200 Bahau Negeri Sembilan Darul Khusus Tel : 06-4553011 | 056-040 |
| OSK SECURITIES BHD | Ground, 1st & 2nd Floor No. 33, Jalan Dato` Bandar Tunggal 70000 Seremban Negeri Sembilan Darul Khusus Tel : 06-7641641 | 056-024 |
| OSK SECURITIES BHD | 1st Floor, No. 3601, Jalan Besar 73000 Tampin Negeri Sembilan Darul Khusus Tel : 06-4421000 | 056-037 |
| OSK SECURITIES BHD | 6th Floor, Wisma Tiong Hua 8 Jalan Keris Taman Sri Tebrau 81000 Johor Bahru Johor Darul Takzim Tel:07-2788821 | 056-006 |

17. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**17.9 List of ADAs (Cont'd)**

| Name | Address & Telephone Number | ADA Code |
|--------------------|---|-----------------|
| OSK SECURITIES BHD | 53- 53-A & 53-B Jalan Sultanah 83000 Batu Pahat Johor Darul Takzim Tel : 07-4380288 | 056-009 |
| OSK SECURITIES BHD | Ground Floor No. 7, Jalan Jaya 81900 Kota Tinggi Johor Darul Takzim Tel : 07-88222018 | 056-036 |
| OSK SECURITIES BHD | Ground Floor 1st & 2nd Floor No. 10, Jalan Anggerik 1 Taman Kulai Utama 81000 Kulai Johor Darul Takzim Tel : 07-6626288 | 056-035 |
| OSK SECURITIES BHD | 1st Floor No. 2 & 4 Jalan Makmur Taman Sri Aman 85300 Labis Johor Darul Takzim Tel : 07-9256881 | 056-039 |
| OSK SECURITIES BHD | Ground Floor 17, Jalan Delima Pusat Perdagangan Pontian 82000 Pontian Johor Darul Takzim Tel : 07-6868018 | 056-023 |
| OSK SECURITIES BHD | Ground & 1st Floor 10, Jalan Bendahara 12 Taman Ungku Tun Aminah 81300 Skudai Johor Darul Takzim Tel : 07-5577628 | 056-029 |
| OSK SECURITIES BHD | Ground & 1st & 2nd Floor No. 343, Jalan Muar 84900 Tangkak Johor Darul Takzim Tel : 06-9787180 | 056-038 |
| OSK SECURITIES BHD | Ground & 1st Floor 28 Jalan Tengku Ahmad 85000 Segamat Johor Darul Takzim Tel : 07-9321543 | 056-030 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|-----------------------|--|----------|
| OSK SECURITIES BHD | Ground, 1st & 2nd Floor 17, Jalan Manggis 86000 Kluang Johor Darul Takzim Tel No: 07-7769655 | 056-031 |
| OSK SECURITIES BHD | 240 & 240A Jalan Besar 83700 Yong Peng Johor Darul Takzim Tel No: 07-4675388 | 056-033 |
| OSK SECURITIES BHD | Tingkat Bawah & Tingkat 1 1 & 1-01 Jalan Rosmerah 2/11 Taman Johor Jaya 81100 Johor Bahru Johor Darul Takzim Tel:-07-3577290 | 056-006 |
| OSK SECURITIES BERHAD | No.3953-H (Ground & 1st Floor) Jalan Kebun Sultan 15350 Kota Bharu Kelantan Darul Naim Tel No.: 09-7430077 | 056-020 |
| 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. 76-A Persiaran Camelia 4 Tanah Rata 39000 Cameron Highlands Pahang Darul Makmur Tel No.: 05-4914913 | 056-041 |
| OSK SECURITIES BERHAD | Ground Floor No.43, Jalan Bunga Tanjung 28400 Mentakab Pahang Darul Makmur Tel No.: 09-2771541 | 056-026 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|------------------------|--|----------|
| OSK SECURITIES BERHAD | Ground Floor, 9651, Cukai Utama Jalan Kubang Kurus 24000 Kemaman Terengganu Darul Iman Tel No.: 09-8583109 | 056-027 |
| OSK SECURITIES SDN BHD | 5th Floor Wisma BSN Sabah, Jalan Kemajuan Karamuning 88000 Kota Kinabalu Sabah Tel No.: 088-269788 | 056-010 |
| 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 Tingkat Bawah 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 Sibul Sarawak Tel No.: 084-329100 | 056-013 |
| OSK SECURITIES BERHAD | No. 33-1 Tingkat 1 & 2 (Unit Penjuru) Jalan Ali 84000 Muar Johor Tel No :-07-9538262 | 056-025 |
| OSK SECURITIES BERHAD | No. 72, Tingkat Bawah Jalan Idris 31900 Kampar Perak Darul Ridzuan Tel No :-05-4671801 | 056-044 |
| OSK SECURITIES BERHAD | No. 37, Jalan Semenyih 43000 Kajang Selangor Tel No :- 03-87363378 | 056-045 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|-----------------------|--|----------|
| OSK SECURITIES BERHAD | Tgk Bawah & Tingkat Mezzanine No. 346 & 347 Batu ½, Jalan Pantai 71000 Port Dickson Negeri Sembilan Tel No :-06-6461234 | 056-046 |
| OSK SECURITIES BERHAD | Tingkat Bawah & Tingkat Satu No. 15, Jalan Bandar Rawang 4 48000 Rawang Selangor Tel No :- 03-60928916 | 056-047 |
| OSK SECURITIES BERHAD | Tingkat Bawah & Tingkat Mezanin No. 87, & 89, Jalan Susur Bati 1 ½, Jalan Meru 41050 Klang Selangor Tel No :- 03-33439180 | 056-048 |
| OSK SECURITIES BERHAD | Tingkat Bawah, Lot 3 MDLD 4711 Jalan Kastam Lama Lahat Datu Sabah Tel No:- 089-889871 | 056-010 |
| OSK SECURITIES BERHAD | Tingkat Bawah Block 2, Lot 4 & 5 Bandar Indah Mile 4, North Road 91000 Sandakan Sabah Tel No :- 089-229286 | 056-057 |
| OSK SECURITIES BERHAD | Tingkat Satu, TB-3338 Wisma Jin Ho Town Extension No. 2 Jalan St Patrick 91008 Tawau Sabah | 056-056 |
| OSK SECURITIES BERHAD | Tingkat Bawah & Tingkat Satu No. 181, Jalan Besar 31100 Sungai Besar 31100 Sungai Siput Perak Tel :- 05-5951001 | 056-049 |
| OSK SECURITIES BERHAD | Tingkat Bawah No. 2, Jalan Wawasan 4 Taman Wawasan 34200 Parit Buntar Perak Tel:- 05-7170888 | 056-052 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|-----------------------|--|----------|
| OSK SECURITIES BERHAD | Tingkat Bawah No. 10, Jalan Bersatu 96100 Sarikei Sarawak Tel:- 084-654100 | 056-050 |
| OSK SECURITIES BERHAD | Tingkat Bawah No. 11, Lorong Maju 96500 Bintangor Sarawak Tel No :- 084-693100 | 056-051 |
| OSK SECURITIES BERHAD | Tingkat Bawah No. 177, Taman Sri Dagang 97000 Bintulu Sarawak Tel No :- 086-311770 | 056-053 |
| OSK SECURITIES BERHAD | Ground, 1st, 2nd & 3rd Fl No. 55, Zone J4 Jalan Radin Anum Bandar Baru Seri Petaling 57000 Kuala Lumpur Tel :-03-90587222 | 056-058 |
| OSK SECURITIES BERHAD | No. 229, Ground & First Floor Lot 373, Jalan Serian-By-Pass Serian Town District 94700 Serian Sarawak Tel:- 082-872118 | 056-059 |
| OSK SECURITIES BERHAD | Tingkat Bawah No. M3-A-7 Dan M3-A8 Jalan Pandan Indah 4/3A Pandan Indah 55100 Kuala Lumpur Tel :- 03-42804798 | 056-054 |
| OSK SECURITIES BERHAD | 31A, Tingkat Bawah 31A & 31B, Tingkat Satu Jalan Sultan Ismail 20200 Kuala Terengganu Terengganu Tel No :- 09-6263355 | 056-055 |
| OSK SECURITIES BERHAD | Aras Bawah & 1 Lot 1085 Jalan Buangsiol 98700 Limbang Sarawak Tel :- 085-213188 | 056-060 |
| PB SECURITIES SDN BHD | 27th Floor Bangunan Public Bank No. 6, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel: 03-20313011 | 051-001 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|-----------------------|--|----------|
| PM SECURITIES SDN BHD | Ground & 1st Floor MUI Plaza Jalan P. Ramlee 50250 Kuala Lumpur Tel: 03-21463000 | 064-001 |
| PM SECURITIES SDN BHD | No. 157 & 159 Jalan Kenari 23A Bandar Puchong Jaya 47100 Puchong Selangor Darul Ehsan Tel: 03-80700773 | 064-003 |
| PM SECURITIES SDN BHD | No. 18 & 20, Jalan Tiara 2 Bandar Baru Klang 41150 Klang Selangor Darul Ehsan Tel: 03-33415300 | 064-007 |
| PM SECURITIES SDN BHD | No. 11 & 13, Jalan PM2 Plaza Mahkota 75000 Melaka Tel: 06-2866008 | 064-006 |
| PM SECURITIES SDN BHD | Level 25, Menara BHL 51, Jalan Sultan Ahmad 10050 Pulau Pinang Tel: 04-2273000 | 064-004 |
| PM SECURITIES SDN BHD | 1st, 2nd & 3rd Floor 19-21, Jalan Kong Sang 70000 Seremban Negeri Sembilan Darul Khusus Tel: 06-7623131 | 064-002 |
| PM SECURITIES SDN BHD | Tingkat Bawah Dan Satu No. 3, Jalan Dato' Abdullah 71200 Kuala Klawang Jelebu Negeri Sembilan Tel: 06-6137767 | 064-002 |
| PM SECURITIES SDN BHD | Suite 5.1 Level 5, Menara Pelangi Jalan Kuning Taman Pelangi 80400 Johor Bahru Johor Darul Takzim Tel.: 07-2781813 | 064-005 |
| PM SECURITIES SDN BHD | Tingkat Bawah & Tingkat 1 43 & 43A Jalan Penjaja 3 Taman Kim's Park Business Centre 83000 Batu Pahat Johor Tel:-07-4322316 | 064-005 |

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

17.9 List of ADAs (Cont'd)

| Name | Address & Telephone Number | ADA Code |
|---|--|----------|
| PM SECURITIES SDN BHD | Tingkat Bawah 118 Jalan Genuang 85000 Segamat Johor Tel:-07-9333418 | 064-009 |
| PM SECURITIES SDN BHD | NO. 44G, 42G &42B Jalan SS 21/35 Damansara Utama 47400 Petaling Jaya Selangor Darul Ehsan Tel:03-77223081 | 064-010 |
| RHB SECURITIES SDN BHD | Level 9, Tower One RHB Centre Jalan Tun Razak 50400 Kuala Lumpur Tel No.: 03-92852233 | 087-001 |
| RHB SECURITIES SDN BHD | Lot 9 & 10, 1st Floor Bangunan Tabung Haji Jalan Bandar Kaba 75000 Melaka Tel No.: 06-2823363 | 087-002 |
| SBB SECURITIES SDN BHD | 51-53 Persiaran Greenhill 30450 Ipoh Perak Darul Ridzuan Tel No.: 05-2530888 | 090-001 |
| SBB SECURITIES SDN BHD (formerly Mohaiyani Securities Sdn Bhd) | 1st, 2nd & 3rd Fl Plaza Damansara Utama No.2 Jalan SS21/60 Damansara Utama 47400 Petaling jaya Selangor Darul Ehsan Tel No:03-77297345 | 095-001 |
| SIME SECURITIES SDN BHD (formerly UMBC Securities Sdn Bhd) | 21st Floor, Bangunan Sime Bank 4, Jalan Sultan Sulaiman 50000 Kuala Lumpur Tel No.: 03- 22749288 | 097-001 |
| SJ SECURITIES SDN BHD | Level 3, Holiday Villa No. 9, Jalan SS 12/1 47500 Subang Jaya Selangor Darul Ehsan Tel No.: 03-56340202 | 096-001 |
| TA SECURITIES HOLDINGS BHD (formerly Botly Securities Sdn Bhd) | TA One Tower No. 22, Jalan P.Ramlee 50250 Kuala Lumpur Tel No.: 03-20721277 | 074-001 |

17. PROCEDURE FOR APPLICATION AND ACCEPTANCE (Cont'd)**17.9 List of ADAs (Cont'd)**

| Name | Address & Telephone Number | ADA Code |
|----------------------------|--|-----------------|
| TA SECURITIES HOLDINGS BHD | 12G, H & I Jalan Kampung Datu 96000 Sibul Sarawak Tel No:- 084-319998 | 058-002 |
| TA SECURITIES HOLDINGS BHD | Ground, 1st and 2nd Floor Plaza Teh Teng Seng No. 227, Jalan Raja Permaisuri Bainun 30250 Ipoh Perak Darul Ridzuan Tel No:- 05-2531313 | 085-001 |
| TA SECURITIES HOLDINGS BHD | 298, Jalan Tok Hakim 15000 Kota Bharu Kelantan Darul Naim Tel No:- 09-7433388 | 085-004 |
| TA SECURITIES HOLDINGS BHD | Tingkat 2 (Bahagian Hadapan) Bangunan Binamas Lot 138, Section 54 Jalan Padungan 93100 Kuching Sarawak | 058-006 |

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