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## 14. ADDITIONAL INFORMATION

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### 14.1 Share Capital

- (i) We will not allot or issue any shares on the basis of this Prospectus after twelve (12) months from the date of this Prospectus.
- (ii) There are no founder, management or deferred shares in our Company. As at the date of this Prospectus, we have only one (1) class of shares, namely ordinary shares of RM0.10 each, all of which rank equally with one another.
- (iii) Save for the Public Issue Shares and as disclosed in Sections 4.2, 4.3 and 4.5 of this Prospectus, no shares or debentures of our Company or our subsidiaries have been issued within the two (2) years preceding the date of this Prospectus or are proposed to be issued as fully or partly paid-up, for cash or otherwise than in cash.
- (iv) Other than the 1,000,000 Public Issue shares offered to the eligible Directors and employees of our Group as disclosed in Section 2.4(i) of this Prospectus:
  - (a) no person including our Directors or employees has been or is entitled to be given an option to subscribe for any shares or debentures of our Company; nor
  - (b) has any options to subscribe for securities been granted or exercised by any of our Directors or employees in our share capital.
- (v) There is currently no other scheme for or involving our Directors and employees in the share capital of our Group.
- (vi) Our Group does not have any outstanding warrants, convertible securities and uncalled capital as at the date of this Prospectus.
- (vii) Save as disclosed in Section 3.15 of this Prospectus, there are no persons who are able to, directly or indirectly, jointly or severally, exercise control over our Group.

### 14.2 Articles of Association

The following provisions are extracted from our Company's Articles of Association. Terms defined in our Company's Articles of Association shall have the same meanings when used here unless the context otherwise requires.

#### 14.2.1 Transfer of Securities

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

##### *Article 21*

Subject to the provisions of the Central Depositories Act and the Rules, the transfer of any listed security or class of listed security of the Company, shall be by way of book entry by the Bursa Depository in accordance with the Rules and, notwithstanding sections 103 and 104 of the Act, but subject to subsection 107C(2) of the Act and any exemption that may be made from compliance with section 107C(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the listed securities. Subject to these Articles, there shall be no restriction on the transfer of fully paid shares except where required by law.

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

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**Article 22**

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

**Article 23**

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. Such notice shall state the books closing date, which shall be at least twelve (12) clear days (or such other period as prescribed by the Bursa Securities or any relevant governing laws and/or guidelines) after the date of notification to the Bursa Securities, and the address of share registry at which documents will be accepted for registration. As least three (3) market days prior notice shall be given to the Bursa Depository to enable the Bursa Depository to prepare the appropriate Record of Depositors.

**Article 24**

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

**14.2.2 Remuneration of Directors**

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

**Article 76**

- (a) The Directors shall be paid by way of fees for their services, such fixed sums (if any) as shall from time to time be determined by the Company in general meeting and shall (unless such resolution otherwise provide) be divisible among the Directors as they may agree, or, failing agreement, equally, PROVIDED ALWAYS that:-
- (i) fees payable to Directors who hold no executive office in the Company shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover;
  - (ii) salaries and other emoluments payable to Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover;
  - (iii) any Director holding office for a part of a period shall only be entitled to a proportionate part of the fees; and
  - (iv) fees payable to the Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in notice convening the meeting.

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

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- (b) The Directors may be entitled to be reimbursed all travelling or such reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or general meeting or otherwise howsoever incurred in the course of the performance of their duties as Directors.
- (c) Any Directors who is appointed to any executive office or serves on any committee or who otherwise performs or renders services, which in the opinion of the Directors are outside his ordinary duties as a Director, may be paid such extra remuneration as the Directors may determine, subject however as is hereinafter provided in this Article.
- (d) Any fee paid to an alternate Director shall be such as agreed between himself and the Director nominating him and shall be paid out of the remuneration of the latter.

***Article 110***

A Managing Director shall, subject to the terms of any agreement entered into in any particular case, receive remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine.

**14.2.3 Voting and Borrowing Powers of Directors**

The provisions of the Articles of Association of the Company in respect of the powers of Directors, in particular the voting powers of Directors in proposals, arrangements or contracts in which they are interested and the borrowing powers exercisable by them and how such borrowing powers can be varied are as follows:

***Article 88***

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

***Article 89***

The Directors may raise or secure the payment of money in such manner and upon such terms and conditions in all respects as they think fit, and in particular by the issue of debentures or debenture stock of the Company (both present and future) including uncalled capital, or by means of charges, mortgages, bonds and disposition in security or bonds of cash-credit, with or without power of sale, as the Directors shall think fit.

***Article 90***

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

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

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***Article 91***

- (a) The Directors may borrow or raise any such money as aforesaid upon the issue or sale of any bonds, debentures, debenture stock, or securities, and upon such terms as to time of repayment, rate of interest, price of issue or sale, payment of premium or bonus upon redemption or repayment or otherwise as they may think proper. The Company may in general meetings grant a right for the holders of bonds, debentures, debenture stock or securities to exchange the same for shares in the Company or any authorised class of shares to be issued.
- (b) Subject as aforesaid, the Directors may secure or provide for the payment of any money to be borrowed or raised by a mortgage or a charge upon all or any part of the undertaking or property of the Company both present and future and upon any capital remaining unpaid whether called up or not or by any other security and the Director may confer upon any mortgagees or persons in whom any debentures, debenture stock or security is vested such rights and powers as they think necessary or expedient; and the Directors may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or so raised and confer upon the trustees or any receiver to be appointed by them or by any debenture holder, such rights and powers as the Director may think necessary or expedient in relation to the undertaking or property of the Company, or the management or the realisation thereof, or the making, receiving or enforcing of calls upon the Members in respect of unpaid capital and otherwise, and may make and issue debentures to trustees for the purpose of further security, and any such trustee may be remunerated.
- (c) The Directors may give security for the payment of any money payable by the Company in like manner as for the payment of money borrowed or raised, but in such case the amount shall be reckoned as part of the money borrowed.

***Article 98***

A Director who is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Act. A Director shall not vote in respect of any contract or arrangement in which he is interested (and if he shall do so his vote shall not be counted), nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting.

**14.2.4 Changes in Capital and Variations of Class Rights**

The provisions of the Articles of Association of our Company in respect of the changes in capital or variation of class rights which are no less stringent than those required by law are as follows:

***Article 40***

The Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

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

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**Article 41**

- (a) Subject to any direction to the contrary that may be given by the Company in a general meeting any original shares or other convertible securities for the time being unissued and any new shares from time to time to be created, shall before they are issued, be offered to the Members in proportion as nearly as may be to the number of shares to which they are entitled. Such offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer if not accepted or renounced will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered or securities offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, likewise also dispose of any new or original shares or security which (by reason of the ratio which the new or original shares or securities bear to the share or securities held by persons entitled to an offer of new or original shares or securities) cannot in the opinion of the Directors be conveniently offered in manner herein before provided.
- (b) Notwithstanding the foregoing and subject to the Act, the Company may apply to any exchange for waiver of convening an extraordinary general meeting to obtain shareholders' approval for further issue of shares (other than bonus or rights issue) where the aggregate issues of which in any one (1) financial year do not exceed ten per cent (10%) of the issued capital and where in accordance with the provisions of Section 132D of the Act, there is still in effect a resolution approving the issue of shares by the Company.

**Article 42**

Except so far as otherwise provided by the conditions 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 same provisions with reference to the payment of the calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.

**Article 43**

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; or
- (b) Sub-divide its existing shares, or any of them into shares of smaller amount that is fixed by the Memorandum of Association subject, nevertheless, to the provisions of the Act, and so that as between the resulting shares, one (1) or more of such shares may by the resolution by which such sub-division is effected be given any preference or advantage as regards Dividend, capital, voting or otherwise over the others or any other of such shares; or
- (c) Cancel any shares not taken or agreed to be taken by any person.

**Article 44**

- (a) The Company may by special resolution reduce its share capital and any capital redemption reserve fund in any manner authorised and subject to any conditions prescribed by the Act and the MMLR.
- (b) The Company may reduce its issued share capital by the cancellation of shares purchased by the Company and the amount by which the Company's issued capital is diminished shall be transferred to the capital redemption reserve in accordance with section 67A of the Act and the MMLR.

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## 14. ADDITIONAL INFORMATION (Cont'd)

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### **Article 45**

Subject to the provisions of section 65 of the Act, all or any of the rights, privileges or conditions for the time being attached or belonging to any class of shares for the time being forming part of the share capital of the Company may from time to time be modified, affected, varied, extended or surrendered in any manner with the consent in writing of the holders of not less than three-fourths (3/4) of the issued shares of that class or with the sanction of a special resolution passed at a separate meeting of the Members of that class. All the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply to any such separate meeting, the necessary quorum for such separate meeting, shall be one-third (1/3) of the Members of the class holding or representing by proxy the share capital paid or credited as paid on the issued shares of the class, and every holder of shares of the class in question shall be entitled on a poll to one (1) vote for every such share held by him. To every such special resolution the provisions of section 152 of the Act shall with such adaptations as are necessary apply. Provided however that, in the event of the necessary majority not having been obtained in the manner aforesaid, consent in writing may be secured from Members holding at least three-fourths (3/4) of the issued shares of the class and such consent, if obtained 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.

### **Article 46**

The rights conferred upon the holders of the shares of any class with preference or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith but in no respect in priority thereto.

## **14.3 Promoters, Directors and Substantial Shareholders**

- (i) The names, addresses and occupations of our Directors are set out in the Corporate Directory of this Prospectus.
- (ii) A Director is not required to hold any qualification share in our Company.
- (iii) Save as disclosed in Sections 5.3.4, 7.2 and 7.3(iii) of this Prospectus, no amounts or benefits have been paid or intended to be paid or given to any promoter, Director or substantial shareholder of our Company (other than by virtue of their directorship and their employment by our Group) within the two (2) years preceding the date of this Prospectus.
- (iv) Save as disclosed in Section 7.2 of this Prospectus, none of the Directors or substantial shareholders of our Company has any interest in any contract or arrangement subsisting at the date of this Prospectus which is significant in relation to the business of our Company and our subsidiaries, taken as a whole.

## **14.4 Material Litigation**

As at the LPD, neither our Company nor our subsidiaries is engaged in any litigation, claims or arbitration, either as plaintiff or defendant, which has a material effect on our Group's financial position. Our Directors have no knowledge of any proceedings pending or threatened against our Company and our subsidiaries or any facts likely to give rise to any proceedings which might materially and adversely affect the financial position or business of our Company and our subsidiaries.

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

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**14.5 Material Contracts**

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

- (i) Underwriting Agreement dated 30 October 2006 entered into between MYEG and the Underwriter, whereby the Underwriter has agreed to underwrite 3,000,000 Public Issue Shares for an underwriting commission of 2.0% of the Issue Price.
- (ii) Sponsorship Agreement dated 30 October 2006 entered into between MYEG and Hwang-DBS, whereby MYEG appointed Hwang-DBS as the sponsor for the Company for a period of one (1) year commencing from the date of admission of MYEG to the official list of the MESDAQ Market for a sponsor fee of RM30,000.
- (iii) Placement letter dated 27 October 2006 entered into between MYEG and Hwang-DBS for the placement of 1,000,000 Public Issue Shares for a placement commission of up to 2.0%.
- (iv) Equipment Lease Agreement dated 11 October 2006 entered into between MYEG and RHB Leasing Sdn Bhd ("RHB") in relation to a leasing facility of RM420,000 for the purchase of 10 units of kiosk system and 10 units of printer upon terms and subject to conditions therein contained. The facility is secured by way of joint and several guarantee and indemnity dated 11 October 2006 made by Wong Thean Soon and Ng Hong Sing in favour of RHB.
- (v) Placement letter dated 30 August 2006 entered into between MYEG and CIMB for the placement of 22,500,000 Public Issue Shares for a placement commission of up to 2.75%.

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#### 14. ADDITIONAL INFORMATION (Cont'd)

##### 14.6 Salient Terms of the Concession Agreements

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")	The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")
Ownership of the IP rights during the concession period and after the concession periods	<p><u>Clause 14.2 - Solutions</u></p> <p>All intellectual property rights ("<b>IP Rights</b>") in the Solutions<sup>1</sup> including rights associated or arising out of any enhancement, improvement, modification or addition including the application of any concepts, expressions or methods arising from the development of the Equipment<sup>2</sup> or Solutions, including any derivatives arising out of the Solutions and the associated documentation during the Contract Period<sup>3</sup> shall vest absolutely in the Company.</p> <p><u>Clause 14.4 - Licence to use</u></p> <p>The Company shall grant to the Government, TELEKOM and TNB at no charge a perpetual licence to use the Solutions.</p>	<p><u>Clause 13.2 – Solutions</u></p> <p>All intellectual property rights ("<b>IP Rights</b>") in the Solutions<sup>4</sup> including rights associated or arising out of any enhancement, improvement, modification or addition including the application of any concepts, expressions or methods arising from the development of the equipment specified in Schedule 6 of the PDRM Agreement or Solutions, including any derivatives arising out of the Solutions and the associated documentation during the Contract Period (for definition of "Contract Period"), see item 9 (iii) below) shall vest absolutely in the Company.</p> <p><u>Clause 13.4 - Licence to use</u></p> <p>The Company shall grant to the Government at no charge a perpetual licence to use the Solutions.</p>
<ul style="list-style-type: none"> <li>▪ Termination clause; and</li> <li>▪ Renewal</li> </ul>	<p><u>Termination Clauses:</u></p> <p><u>Clause 20.1 - Breaches Capable of Remedy</u></p> <p>(a) In the event the Company commits any breach of any provision of this Agreement, which is not a breach specified under Clause 20.2, then the Government shall with the agreement of TELEKOM and TNB give notice in writing to the Company specifying the default ("<b>Remedy Notice</b>") and the Company shall remedy such default within:</p> <p>(i) 7 days for any breach occurring during the Phase I Implementation Period or Phase II Implementation Period; or</p> <p>(ii) 14 days for any breach occurring at any time other than specified in clause 20.1(a)(i) during the Contract Period.</p> <p>(collectively known as the "<b>Remedy Period</b>")</p>	<p><u>Termination Clauses:</u></p> <p><u>Clause 19.1 - Breaches Capable of Remedy</u></p> <p>(a) In the event the Company commits any breach of any provision of this PDRM Agreement, which is not a breach specified under 19.2, then the Government shall give notice in writing to the Company specifying the default ("<b>Remedy Notice</b>") and the Company shall remedy such default within:</p> <p>(i) 7 days for any breach occurring during the implementation period; or</p> <p>(ii) 14 days for any breach occurring at any time other than specified in clause 19.1(a)(i) during the Contract Period.</p> <p>(collectively known as the "<b>Remedy Period</b>")</p>



14. ADDITIONAL INFORMATION (Cont'd)

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")	The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")
	<p>(b) Upon the expiry of the Remedy Period, if the Company fails to remedy the default, then the Government with agreement of TNB and TELEKOM may extend the Remedy Period as determined by the Government with the agreement of TELEKOM and TNB ("<b>Further Remedy Period</b>") but in any event the Further Remedy Period shall not exceed 28 days from the expiry of the Remedy Period whereupon the Company shall be liable to pay the liquidated and ascertained damages in the amount specified in Clause 20.3 from the first date of the Further Remedy Period until the default is remedied or until this Agreement is terminated, whichever is the later.</p> <p>(c) Upon the expiry of the Further Remedy Period, if the Company fails to remedy the default, the Government, with the agreement of TELEKOM and TNB, shall terminate the Agreement.</p> <p><u>Clause 20.2 - Breaches Not Capable of Remedy</u></p> <p>In the event the Company:-</p> <p>(a) commits a breach of any requirement for obtaining the necessary licence, permits, consent or approval (Clause 18.1(g));</p> <p>(b) the Company:</p> <p>(i) has a winding up order made against it; or</p> <p>(ii) become insolvent or compounds with or makes arrangement with its creditors or goes into liquidation whether voluntarily (save for the purpose of permitted amalgamation or reconstruction not involving the realisation of assets in which the interest of creditors are protected) or compulsorily; or</p> <p>(iii) has a provisional liquidator, receiver or manager or receiver and manager appointed in respect of its business or undertaking or possession of its property is taken by or on behalf of creditors or debenture holders secured by a floating charges; or</p>	<p>(b) Upon the expiry of the Remedy Period, if the Company fails to remedy the default, then the Government may extend the Remedy Period as determined by the Government ("<b>Further Remedy Period</b>") but in any event the Further Remedy Period shall not exceed 28 days from the expiry of the Remedy Period whereupon the Company shall be liable to pay the liquidated and ascertained damages in the amount specified in clause 19.3 from the first day of the Further Remedy Period until the default is remedied or until this PDRM Agreement is terminated, whichever is the later.</p> <p>(c) Upon the expiry of the Further Remedy Period, if the Company fails to remedy the default, the Government shall terminate the PDRM Agreement wholly or partially.</p> <p><u>Clause 19.2 - Breaches Not Capable of Remedy</u></p> <p>In the event:-</p> <p>(a) the Company commits a breach of any requirements for obtaining the necessary licence, permits, consent or approval (Clause 17.1(g)); or</p> <p>(b) the Company:</p> <p>(i) has a winding up order made against it; or</p> <p>(ii) become insolvent or compounds with or makes arrangement with its creditors or goes into liquidation whether voluntarily (save for the purpose of permitted amalgamation or reconstruction not involving the realisation of assets in which the interest of creditors are protected) or compulsorily; or</p> <p>(iii) has a provisional liquidator, receiver or manager or receiver and manager appointed in respect of its business or undertaking or possession of its property is taken by or on behalf of creditors or debenture holders secured by a floating charges; or</p>

14. ADDITIONAL INFORMATION (Cont'd)

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")	The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")
	<p>(c) the Government, TELEKOM or TNB are satisfied that the Company or its employee, agent, consultant, subcontracts or any person acting on its behalf, has engaged in any corrupt practice, illegal or unlawful act in relation to the obtaining or execution of the Agreement;</p> <p>then the Government with the agreement of TELEKOM and TNB shall terminate the Agreement.</p> <p><b>Clause 21 - Government Buy Out</b> Without prejudice to the other rights of the Government under this Agreement, the Government upon notification to TELEKOM and TNB may if it considers that it is in the national interest or public interest, at any time during the Contract Period, terminate this Agreement and acquire the Project by giving not less than 6 months' notice to the Company provided always termination under this Clause shall be effective only upon payment by the Government to the Company at a cost to be determined by an independent auditor appointed by the Government and the Company. The right to decide what constitutes national interest or public interest shall be determined exclusively by the Government.</p> <p><b>Renewal Clauses:</b> See Clause 3.2 referred to in item 9(iii) below.</p>	<p>(c) the Government is satisfied that the Company or its employee, agent, consultant, subcontracts or any person acting on its behalf, has engaged in any corrupt practice, illegal or unlawful act in relation to the obtaining or execution of the PDRM Agreement;</p> <p>then the Government shall terminate the PDRM Agreement.</p> <p><b>Clause 20 - Government Buy Out</b> Without prejudice to the other rights of the Government under this PDRM Agreement, the Government may if it considers that it is in the national interest or public interest, at any time during the Contract Period, terminate this PDRM Agreement and acquire the Project by giving not less than 6 months' notice to the Company provided always termination under this Clause shall be effective only upon payment by the Government to the Company at a cost to be determined an by independent auditor appointed by the Government and the Company. The right to decide what constitutes national interest or public interest shall be determined exclusively by the Government.</p> <p><b>Renewal Clauses:</b> See Clause 3.2 referred to in item 9(iii) below.</p>
Duration of the concession agreements	<p><b>Clause 3.1 – Contract Period</b> 15 years from the date of execution of the Agreement ("Contract Period") unless earlier terminated in accordance with the provisions of the Agreement. See item 9(ii) above for earlier termination clauses.</p> <p><b>Clause 3.2 – Extension of Contract Period</b> The Company shall notify the Government, TELEKOM and TNB in writing not less than 18 months prior to the Contract Expiry Date<sup>5</sup> if intends to extend the Contracts Period for a further period. The parties may as soon as reasonably practicable after the receipt of such notification, negotiate the terms and conditions of such extension not later than 12 months prior to the Contract Expiry Date. In the event the parties fail to reach an agreement, this Agreement shall automatically expire on the Contract Expiry Date.</p>	<p><b>Clause 3.1 – Contract Period</b> 15 years from the Effective Date<sup>6</sup> and shall continue to be in full force and effect until the Contract Expiry Date (i.e. from 28 January 2003 until 22 May 2015) until unless earlier terminated in accordance with the provisions of this PDRM Agreement (the "Contract Period").</p> <p><b>Clause 3.2 – Extension of Contract Period</b> The Company shall notify the Government in writing not less than 18 months prior to the Contract Expiry Date<sup>7</sup> if intends to extend the Contracts Period for a further period. The parties shall as soon as reasonably practicable after the receipt of such notification, negotiate the terms and conditions of such extension not later than 12 months prior to the Contract Expiry Date. In the event the parties fail to reach an agreement, this PDRM Agreement shall automatically expire on the Contract Expiry Date.</p>

14. ADDITIONAL INFORMATION (Cont'd)

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")	The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")
Company's compliance with conditions imposed pursuant to the agreements	The Directors of MYEG believe that the Group has complied and will comply with all the conditions imposed pursuant to the agreements. In addition, the Group has not received any notification from the government agencies informing the Group of any breach in contract.	The Directors of MYEG believe that the Group has complied and will comply with all the conditions imposed pursuant to the agreements. In addition, the Group has not received any notification from the government agencies informing the Group of any breach in contract.
Any restriction for the company not to venture outside the scope of the E-Services project	<p><u>Clause 5.3(c) – Additional Services</u></p> <p>(i) The Company may be allowed to provide Additional Services PROVIDED THAT the prior written consent of the Government has been obtained and subject to such terms and conditions as may be mutually agreed upon, which shall include the service level terms ascribed in Schedule 6 of the Agreement ("Service Level Terms").</p> <p>"Additional Services" refers to any additional services made available through the Delivery Channels<sup>8</sup> by any government agency approved by the Government other than the existing Service Suppliers<sup>9</sup>.</p> <p>(ii) The Company shall submit such documents as may be required by the Government when making such application.</p> <p><u>Clause 5.3(d) – Commercial Services</u></p> <p>(i) The Company may be allowed to provide Commercial Services through the Delivery Channels PROVIDED THAT:</p> <p>(a) the prior written consent of the Government has been obtained;</p> <p>(b) the parties shall within 30 days mutually agree on such terms and conditions; and</p> <p>(c) the provision of the Commercial Services shall not affect the Company's obligations in respect of the Service Level Terms.</p> <p>"Commercial Services" refers to any services other than the services provided by the Company under this Agreement ("Services"), the Extension Services or the Additional Services.</p> <p>"Extension Services" refers to any new services other than the Services made available through the Delivery Channels by the existing Service Suppliers.</p>	<p><u>Clause 5.3(c) – Commercial Services</u></p> <p>The Company may be allowed to provide Commercial Services through the Delivery Channels PROVIDED THAT:</p> <p>(i) the prior written consent of the Government has been obtained;</p> <p>(ii) the parties shall within 30 days mutually agree on such terms and conditions; and</p> <p>(iii) the provisions of the Commercial Services shall not affect the Company's obligations in respect of the service level terms specified in Schedule 5 of the PDRM Agreement ("Service Level Terms").</p> <p>The Company shall submit such documents as may be required by the Government.</p> <p>"Commercial Services" refers to any service other than the services provided in the PDRM Agreement ("Services") and the Extension Services.</p> <p>"Extension Services" refers to new services other than the Services made available through the Delivery Channels<sup>10</sup> by the Existing Service Suppliers (i.e. Polis Diraja Malaysia)</p> <p><u>Clause 18.1 – Single Purpose Company</u></p> <p>The Company shall not carry out any business other than those provided under this PDRM Agreement unless the prior written approval of the Government has been obtained.</p>

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

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")	The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")																											
	<p>The Company shall submit such documents as may be required by the Government when making such application.</p> <p><b>Clause 19.1 - Single Purpose Company</b> The Company shall not carry out any business other than those provided under this Agreement unless the prior written approval of the Government has been obtained.</p>																												
A non-competition clause to the company not to replicate the same software for other industry after the termination of the concession agreement	Not mentioned in the Agreement.	Not mentioned in the PDRM Agreement.																											
<ul style="list-style-type: none"> <li>▪ Chargeable rates</li> <li>▪ Any revision to the chargeable rates since 2000</li> </ul>	<p><b><u>Chargeable Rates:</u></b></p> <p><b>Clause 15 – Fees</b></p> <p>(i) The Company shall have the right to collect the Convenience Fees from the public who uses the Delivery Channels provided by the Company to obtain access to the Services ("Users"). An amount of the Convenience Fee shall be apportioned to the Company ("Service Fee"). The Convenience Fee and Service Fee are summarised as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type of Service</th> <th>Service Fee per successful transaction</th> <th>Convenience Fee per successful transaction</th> </tr> </thead> <tbody> <tr> <td>JPJ Driver Licensing: Test Booking</td> <td style="text-align: center;">RM1.50</td> <td style="text-align: center;">RM2.00</td> </tr> <tr> <td>JPJ Driver Licensing: Test Taking</td> <td style="text-align: center;">RM1.50</td> <td style="text-align: center;">RM2.00</td> </tr> <tr> <td>JPJ Driver Licensing: Driver Licence Issuance &amp; Renewal</td> <td style="text-align: center;">RM1.50</td> <td style="text-align: center;">RM2.00</td> </tr> <tr> <td>JPJ Information Services: Summons Payment</td> <td style="text-align: center;">RM1.50</td> <td style="text-align: center;">RM2.00</td> </tr> <tr> <td>JPJ Information Services: information services that is charged by JPJ</td> <td style="text-align: center;">RM1.50</td> <td style="text-align: center;">RM2.00</td> </tr> </tbody> </table>	Type of Service	Service Fee per successful transaction	Convenience Fee per successful transaction	JPJ Driver Licensing: Test Booking	RM1.50	RM2.00	JPJ Driver Licensing: Test Taking	RM1.50	RM2.00	JPJ Driver Licensing: Driver Licence Issuance & Renewal	RM1.50	RM2.00	JPJ Information Services: Summons Payment	RM1.50	RM2.00	JPJ Information Services: information services that is charged by JPJ	RM1.50	RM2.00	<p><b><u>Chargeable rates:</u></b></p> <p><b>Clause 14 – Fees</b></p> <p>The Company shall have the right to collect Convenience Fee from the public who uses the Delivery Channels provided by the Company to access the Services ("Users"). An amount of the Convenience Fee shall be apportioned to the Company ("Service Fee"). The Convenience Fee and the Service Fee are summarised as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Type of Service</th> <th>Service Fee per successful transaction</th> <th>Convenience Fee per successful transaction</th> </tr> </thead> <tbody> <tr> <td>PDRM Summon Services: Summon payment</td> <td style="text-align: center;">RM1.50</td> <td style="text-align: center;">RM2.00</td> </tr> <tr> <td>Printout in respect of free information</td> <td style="text-align: center;">RM1.00</td> <td style="text-align: center;">RM1.00</td> </tr> </tbody> </table> <p>The fees quoted are subject to the discount chargeable by RHB Bank Berhad and includes its successors in title and permitted assigns.</p>	Type of Service	Service Fee per successful transaction	Convenience Fee per successful transaction	PDRM Summon Services: Summon payment	RM1.50	RM2.00	Printout in respect of free information	RM1.00	RM1.00
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14. **ADDITIONAL INFORMATION (Cont'd)**

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")			The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")
	Type of Service	Service Fee per successful transaction	Convenience Fee per successful transaction	
	TELEKOM Utility Bill Payment Services: bill payment	RM1.50	RM2.00	
	TNB Utility Bill Payment Services : bill payment	RM1.50	RM2.00	
	Vehicle Registration Related Services: application of vehicle registration number	RM2.25	RM2.75	
	Vehicle Registration Related Services: registration of motor vehicle	RM2.25	RM2.75	
	Vehicle Registration Related Services: vehicle licence issuance and renewal	RM2.25	RM2.75	
	Vehicle Registration Related Services: registration number interchange	RM2.25	RM2.75	
	Vehicle Registration Related Services: vehicle ownership transfer	RM2.25	RM2.75	

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

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")			The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")												
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Type of Service	Service Fee per successful transaction	Convenience Fee per successful transaction														
Vehicle Registration Related Services: vehicle ownership claim cancellation	RM2.25	RM2.75														
Printout in respect of free information	RM1.00	RM1.00														
Ministry of Health Online Information Services	To be determined by the Government	To be determined by the Government														
Others	<p>Amongst other terms, include:</p> <p><b>Clause 8.10 – MSC Status</b> The Company undertakes that it shall apply for the MSC status<sup>11</sup> within 30 days from the Effective Date and shall obtain such status within 6 months from the date of such application and maintain the MSC status throughout the Contract Period. In the event the Company fails to obtain the MSC status within the said period, the Company shall be entitled to a further extension of 30 days. In the event the Company fails to obtain the MSC status within that extension period, the Government who upon consultation with TELEKOM and TNB may exercise their rights under Clause 20 (i.e. termination clause).</p>			<p>Amongst other terms, include:</p> <p><b>Clause 8.10 -</b> The Company undertakes that it shall maintain its MSC status throughout the Contract Period. In the event the Company fails to maintain the MSC status within the said period, the Company shall be entitled for an extension of 30 days from the said period to obtain the MSC status. In the event the Company fails to maintain the MSC status after the extension period, the Government may exercise its rights under Clause 19 (i.e. termination clause).</p>												

#### 14. ADDITIONAL INFORMATION (Cont'd)

Summary	Agreement dated 23 May 2000 between the Government, TELEKOM, TNB and MYEG ("the Agreement")	The Electronic Delivery of PDRM Summons and Information Services Agreement dated 28 January 2003 between the Government and MYEG ("PDRM Agreement")
	<p><u>Clause 19.4 - Paid-Up Capital</u></p> <p>The Company shall ensure that its paid-up capital shall be RM1,000,000.00 on the Effective Date (i.e. 23 May 2000) and thereafter to be progressively increased to a minimum of RM5,000,000.00 within 12 months from the Effective Date. The Company shall furnish such documents to the Government evidencing that it has complied with such requirement upon request.</p> <p><b>A copy of the Agreement is available for inspection as mentioned under Section 14.10 of this Prospectus.</b></p>	<p><u>Clause 18.4 - Paid-up Capital</u></p> <p>The Company shall ensure that its paid-up capital shall be RM1,000,000.00 on the Original Contract Date and thereafter to be progressively increased to a minimum of RM5,000,000.00 within twelve (12) months from the Effective Date of the Original Agreement. The Company shall furnish such documents to the Government evidencing that it has complied with such requirement upon request.</p> <p><b>A copy of the PDRM Agreement is available for inspection as mentioned under Section 14.10 of this Prospectus.</b></p>

*Notes:*

1. "Solutions" refers to application software for the provisions of the Services including any enhancement, improvement and variation by the Company.
2. "Equipment" refers to the items of hardware for the Operation Centre referred to in Clause 8.9 of the Agreement, the Delivery Channels, data processing equipment as specified in Schedule 7 of the Agreement and including such other item of hardware deemed necessary by the Company for the provision of the Services.
3. Refer Clause 3.1 of the Agreement for the definition of "Contract Period".
4. "Solutions". Refer Note 1.
5. "Contract Expiry Date" refers to date of expiry of the Contract Period of the Agreement.
6. "Effective Date" refers to date of execution of the PDRM Agreement by the parties.
7. "Contract Expiry Date" refers to Expiry Date of the Agreement dated 23 May 2000 above.
8. "Delivery Channels" refers to the electronic access devices described in Schedule 3 of the Agreement.
9. "Service Suppliers" refers to JPJ, TNB and TELEKOM and if so determined by the Government includes the Ministry of Health in Phase II and III of the Project.
10. "Delivery Channels" refers to the electronic access devices described in Schedule 2 of the PDRM Agreement.
11. MSC Status Certificate dated 16 August 2000 from the Ministry of International Trade and Industry, Malaysia and Ministry of Finance, Malaysia to the Company.



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

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**14.7 Public Take-Overs**

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

- (i) Public take-over offers by third parties in respect of our Shares; and
- (ii) Public take-over offers by us in respect of other companies' shares.

**14.8 General**

- (i) The date and time of the opening and closing of the applications for the Public Issue are set out in Section 2.2 of this Prospectus.
- (ii) The amount payable in full on application is RM0.55 per Public Issue Share.
- (iii) Save for the Public Issue, there is no intention on the part of our Board to issue any part of our authorised but unissued share capital as at the date of this Prospectus.
- (iv) We have not established any place of business outside Malaysia as at the date of this Prospectus.

**14.9 Consents**

The written consents of our Adviser/Underwriter/Sponsor, Joint Placement Agents, Principal Banker, Issuing House, Company Secretaries, Registrar and Solicitors to the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of our Auditors and Reporting Accountants to the inclusion of its name, Accountants' Report and letters on the proforma consolidated financial information and the consolidated profit forecast for FYE 30 June 2007 in the form and context in which they appear in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn.

The written consent of our Independent Market Researcher to the inclusion of its name and the Executive Summary of the Independent Market Research Report in the form and context in which they appear in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

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

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**14.10 Documents for Inspection**

Copies of the following documents are available for inspection at the registered office of the Company at C15-1 Level 15, Tower C, Megan Avenue II, 12 Jalan Yap Kwan Seng, 50450 Kuala Lumpur during normal business hours for a period of twelve (12) months from the date of this Prospectus:

- (i) Memorandum and Articles of Association of MYEG;
- (ii) The Reporting Accountants' letter relating to the proforma consolidated financial information as included in Section 9.2 of this Prospectus;
- (iii) The Reporting Accountants' letter relating to the consolidated profit forecast for the FYE 30 June 2007 as included in Section 9.9 of this Prospectus;
- (iv) The Accountants' Report and Directors' Report as included in Sections 11 and 13 respectively of this Prospectus;
- (v) The executive summary of the Independent Market Research Report as included in Section 12 of this Prospectus;
- (vi) The material contracts referred to in Section 14.5 of this Prospectus;
- (vii) The concession agreements referred to in Section 14.6 of this Prospectus;
- (viii) The letters of consent referred to in Section 14.9 of this Prospectus;
- (ix) The Service Level Agreement dated 23 May 2000 entered into between MYEG and PDX.com Sdn Bhd referred to in Section 4.1 of this Prospectus;
- (x) The Acquiring Bank Agreement dated 23 May 2000 entered into between MYEG and RHB Bank Berhad referred to in Section 4.1 of this Prospectus;
- (xi) The Acquisition Agreement referred to in Section 7.3(iii) of this Prospectus;
- (xii) The audited financial statements of MYEG for the three (3) FYEs 30 June 2004 to 30 June 2006;
- (xiii) The audited financial statements of GVSb for the financial period from 1 November 2003 to 30 June 2004 and the two (2) FYEs 30 June 2005 and 30 June 2006; and
- (xiv) The audited financial statements of PNSB for the FYE 31 December 2004, financial period from 1 January 2005 to 30 June 2005 and FYE 30 June 2006.

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

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**14.11 Responsibility Statements**

This Prospectus has been seen and approved by our Directors and promoters and they collectively and individually accept full responsibility for the accuracy of the information contained herein and confirm, having made all reasonable enquiries, that to the best of their knowledge and belief there are no false or misleading statements or other facts the omission of which would make any statement herein false or misleading. Our Directors hereby accept full responsibility for the consolidated profit forecast included in this Prospectus and confirm that the consolidated profit forecast has been prepared based on assumptions made.

Hwang-DBS, being our Adviser, Underwriter, Joint Placement Agent and Sponsor, acknowledges that, based on all available information and to the best of their knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning the Public Issue, and is satisfied that the consolidated profit forecast (for which our Directors are fully responsible) prepared for inclusion in this Prospectus has been stated by our Directors after due and careful enquiry and has been duly reviewed by the Reporting Accountants.

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