

14. ADDITIONAL INFORMATION

14.1 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than six months after the date of issue of this Prospectus.
- (ii) As at the LPD, we have only one class of shares in our Company, namely ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.
- (iii) Save as disclosed in Sections 4.2.1, 4.2.6, 6.1.2 and 6.1.3 of this Prospectus and our Public Issue, our Company has not issued or proposed to issue any shares, stocks or debentures as fully or partly paid-up in cash or otherwise, within the Financial Years Under Review and up to the LPD.
- (iv) As at the date of this Prospectus, save for our Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.2.3 of this Prospectus and the ESOS as disclosed in Section 4.2.6 of this Prospectus, there is currently no other scheme involving our employees and Directors in the share capital of our Company or any of our subsidiaries.
- (v) Save for the ESOS as disclosed in Section 4.2.6 of this Prospectus, we have not agreed, conditionally or unconditionally, to put the share capital of our Company or any of our subsidiaries under option.
- (vi) As at the date of this Prospectus, neither we nor our subsidiaries have any outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in Sections 2.2, 4.8.3 and 12.4 of this Prospectus, and save as provided for under our Constitution as reproduced in Section 14.2 below and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in our Company or any of our subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.2 EXTRACTS OF OUR CONSTITUTION

The following provisions are reproduced from our Constitution and are qualified in its entirety by reference to our Constitution and by applicable law. The words, terms and expressions appearing in the following provisions shall bear the same meanings used in our Constitution unless they are otherwise defined or the context otherwise requires.

Words	Meaning
“Act”	Means the Companies Act 2016, as amended, substituted or re-enacted from time to time.
“Auditors”	Means the auditors of the Company.
“Board” or “Board of Directors”	Means the board of directors of the Company for the time being.
“Board Meeting”	Means a meeting of the Directors of the Company.
“Bursa Securities”	Means Bursa Malaysia Securities Berhad.
“Company”	Means KK MART RETAIL BERHAD [Registration No. 202301037992 (1531914-U)], or such other name which may be adopted from time to time.

14. ADDITIONAL INFORMATION (Cont'd)

Words	Meaning
"Constitution"	The constitution of the Company as constituted by this document, or as altered from time to time by a special resolution.
"Deposited Security"	Means a security standing to the credit of a Securities Account and includes a security in a Securities Account that is in suspense.
"Depositor"	Means a holder of a Securities Account.
"Depository"	Means Bursa Malaysia Depository Sdn. Bhd.
"Directors"	Means the directors of the Company for the time being (inclusive of alternate or nominee directors).
"General Meeting"	Means a meeting of Members of the Company.
"Listing Requirements"	Means Main Market Listing Requirements of Bursa Securities, including any amendment that may be made from time to time.
"Member"	Means: <ul style="list-style-type: none"> (a) a person whose name is entered in the Register of Members as the holder for the time being of one or more shares in the Company; and/or (b) a Depositor whose name appears in the Record of Depositors as the holder for the time being of one or more shares in the Company. <p>Shares include ordinary shares, preference shares or other type of shares that may be issued and allotted by the Company from time to time.</p>
"Office"	Means the registered office of the Company.
"Record of Depositors"	Means a record provided by the Depository to the Company under Chapter 24.0 of the Rules.
"Register of Members"	Means the record of members of the Company kept and maintained pursuant to Section 50 of the Act.
"Registrar"	Means the Registrar of Companies designated under Section 20A(1) of the Companies Commission of Malaysia Act 2001.
"Rules"	Means the Rules of the Depository, including any amendment that may be made from time to time.
"Security" or "Securities"	Has the meaning given in Section 2(1) of the Capital Markets and Services Act 2007, including any modification, amendment or re-enactment that may be made from time to time.
"Securities Account"	Means an account established by the Depository for a Depositor for the recording of deposit of Securities or withdrawal of Securities and for dealing in such Securities by the Depositor.

14. ADDITIONAL INFORMATION (Cont'd)

Words	Meaning
"Shareholder"	Means a holder of one or more share(s) in the Company.

14.2.1 Remuneration of Directors**Remuneration****Clause 84**

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

Not entitled to receive remuneration**Clause 89(1)**

"An Alternate Director has no entitlement to receive remuneration from the Company and any fee paid by the Company to the Alternate Director shall be deducted from the Appointer's remuneration;"

Non-executive Directors' remuneration**Clause 93(1)**

"The Company may from time to time by an ordinary resolution passed at a General Meeting, approve the remuneration of the Directors, who hold non-executive office with the Company, for their services as non-executive Directors."

Fee**Clause 93(2) and 93(3)**

"(2) Subject to Clause 84, the fees of the Directors and any allowance and benefits payable to the Directors shall be subject to annual shareholders' approval at a General Meeting."

"(3) If the fee, allowance and benefit of each such non-executive Director is not specifically fixed by the Members, then the quantum of fees, allowance and benefit to be paid to each non-executive Director within the overall limits fixed by the Members, shall be decided by resolution of the Board. In default of any decision being made in this respect by the Board, the fees, allowance and benefit payable to the non-executive Directors shall be divided equally among themselves and such a Director holding office for only part of a year shall be entitled to a proportionate part of a full year's fees, allowance and benefit. The non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover."

Expenses**Clause 93(4)**

"The following expenses shall be determined by the Directors:

- (a) Traveling, hotel and other expenses properly incurred by the Directors in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings of the Company or in connection with the business of the Company; and

14. ADDITIONAL INFORMATION (Cont'd)

- (b) Other expenses properly incurred by the Directors arising from the requirements imposed by the authorities to enable the Directors to effectively discharge their duties.”

Executive Directors' remuneration**Clause 93(5)**

“Executive Directors of the Company shall be remunerated in the manner referred to in Clause 84 but such remuneration shall not include a commission on or percentage of turnover.”

14.2.2 Voting and borrowing powers of Directors**Borrowing Powers of Directors****Clause 95**

“Without limiting the generality of Clause 94(1) and (2), the Directors may, subject to the Act and the Listing Requirements, exercise all the powers of the Company to do all or any of the following for any debt, liability, or obligation of the Company or of any third party:

- (1) borrow money, raise funds and/or accept credit facilities;
- (2) mortgage or charge its undertaking, property (both present and future), and uncalled capital, or any part of such undertaking, property and uncalled capital;
- (3) issue debentures and other Securities whether outright or as security; and/or
- (4)
 - (a) lend and advance money or give credit to any person or company;
 - (b) guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or company;
 - (c) secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company;

and otherwise to assist any person or company.”

Voting Powers of Directors**Clause 87**

“An Alternate Director is entitled to receive notice of Board Meetings and, if the Appointer is not present at such a meeting, is entitled to attend and vote in his stead.”

Directors' Interest in Contracts**Clause 105(a)**

“A Director shall not vote in regard to any contract or proposed contract or arrangement in which he has, directly or indirectly, an interest. A Director shall, notwithstanding his interest, be counted in the quorum for any meeting where a decision is to be taken upon any contract or proposed contract or arrangement in which he is in any way interested.”

14. ADDITIONAL INFORMATION (Cont'd)**Voting at Board Meetings****Clause 118**

“(1) Subject to this Constitution, questions arising at a Board Meeting shall be decided by a majority of votes of Directors present and voting and any such decision shall for all purposes be deemed a decision of the Directors.”

“(2) Each Director is entitled to cast one (1) vote on each matter for determination.”

Casting Vote**Clause 119**

“In the case of an equality of votes, the chairperson of the Board Meeting is entitled to a second or casting vote, except where two (2) Directors form a quorum and only such a quorum is present at the meeting, or at which only two (2) Directors are competent to vote on the question at issue at which the chairperson of a meeting shall not have a casting vote.”

14.2.3 Alteration of capital**Clause 46**

- “(1) The Company may from time to time by ordinary resolution and subject to other applicable laws or requirements:
- (a) consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived; or
 - (b) subdivide its shares or any of them into shares, whichever is in the subdivision; the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.
- (2) The Company may from time to time by special resolution and subject to other applicable requirements:
- (a) cancel shares which, at the date of the passing of the resolution in that regard, have not been taken or agreed to be taken by any person or which have been forfeited and diminish the amount of its share capital by the amount of the shares so cancelled or in such other manner allowed by law; or
 - (b) reduce its share capital in such manner permitted by law, and (where applicable) subject to the relevant required approvals being obtained.
- “(3) The Company shall have the power, subject to and in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines in respect thereof for the time being in force, to purchase its own shares. Any shares so purchased by the Company shall be purchased in good faith and in the interests of the Company and dealt with in accordance with the provisions of the Act, the Listing Requirements and any rules, regulations and guidelines thereunder or issued by Bursa Securities and any other relevant authorities in respect thereof.”

14. ADDITIONAL INFORMATION (Cont'd)**14.2.4 Transfer of Shares or Debentures****Clause 14**

"14. The transfer of any Deposited Security or class of Deposited Security of the Company, shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding Sections 105, 106 or 110 of the Act, but subject to Section 148(2) of the Act and any exemption that may be made from compliance with Section 148(1) of the Act, the Company shall be precluded from registering and effecting any transfer of the Deposited Securities."

Clause 17

- "(1) Subject to this Constitution and other written laws, any Shareholder or debenture holder may transfer all or any of his shares or debentures by instrument of transfer as prescribed under the Act.
- (2) The instrument of transfer lodged with the Company must be executed by or on behalf of the transferor and the transferee.
- (3) The transferor shall remain as the holder of such shares or debentures until the transfer is registered and the name of the transferee is entered in the Register of Members or register of debenture holders in respect of the shares or debentures respectively."

Clause 18

- "(1) To enable the Company to register the name of the transferee, the following items in relation to the transfer of shares or debentures must be delivered by the transferor or transferee, as the case may be, to the Office of the Company:
- (a) the instrument of transfer duly executed and stamped;
 - (b) the certificate of the shares or debentures which the instrument of transfer relates; and
 - (c) any other evidence as the Directors may reasonably require showing the right of the transferor to make the transfer.
- (2) Upon receipt of the items referred to in Clause 18(1), the Company shall, upon the approval of the Board and unless otherwise resolved, register the name of the transferee in the Register of Members or register of debenture holders (as applicable)."

Clause 19

- "(1) The Directors may decline or delay to register the transfer of shares within thirty (30) days from the receipt of the instrument of transfer if:
- (a) the shares are not fully paid shares;
 - (b) the Directors passed a resolution with full justification to refuse or delay the registration of transfer;
 - (c) the Company has a lien on the shares; and/or

14. ADDITIONAL INFORMATION (Cont'd)

- (d) the Shareholder fails to pay the Company an amount due in respect of those shares, whether by way of consideration for the issue of the shares or in respect of the sums payable by the Shareholder in accordance with this Constitution.
- (2) Where applicable, the Company shall send a notice of the resolution referred to in Clause 19(1)(b) to the transferor and transferee, within seven (7) days of the resolution being passed by the Directors.”

Clause 20

“On giving at least fourteen (14) days’ notice to the Registrar to close the Register of Members or register of debenture holders and to the Bursa Securities of such intended closure for such period as prescribed by the Bursa Securities or any relevant governing laws and/or guidelines before the intended date of such closure including such notice, such date, the reason for such closure and the address of the share registry at which documents will be accepted for registration, the Company may close the Register of Members or register for any class of members or register of debenture holders (collectively, the “**Registers**”) for the purpose of updating the Registers. The registration of transfer may be suspended at such time and for such period as the Directors may from time to time determine, provided that no part of the relevant Register(s) be closed for more than thirty (30) days in aggregate in any calendar year.”

14.2.5 Changes in capital and variation of class rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any rights**Clause 8****Variation of Rights**

- (1) Subject to Section 91 of the Act, if at any time the share capital is divided into different classes of shares, the rights attached to each class of shares (unless otherwise provided by the terms of issue of the shares of that class) may only, whether or not the Company is being wound up, be varied:
 - (a) with the consent in writing of the holders holding not less than seventy-five percent (75%) of the total voting rights of the holders of that class of shares; or
 - (b) by a special resolution passed by a separate meeting of the holders of that class of shares sanctioning the variation.
- (3) The rights attached to an existing class of preference shares shall be deemed to be varied by the issue of new preference shares that rank equally with the existing class of preference shares unless such issuance was authorised by:
 - (a) the terms of the issue of the existing preference shares; or
 - (b) this Constitution as in force at the time when the existing preference shares were issued.”

14. ADDITIONAL INFORMATION *(Cont'd)*

14.3 DEPOSITED SECURITIES AND RIGHTS OF DEPOSITORS

As our Shares are proposed for quotation on the Official List, such Shares must be prescribed as shares required to be deposited with Bursa Depository. Upon such prescription, a holder of our Shares must deposit his Shares with Bursa Depository on or before the date is fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance Inc. and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a person having a securities account with Bursa Depository ("**Depositor**") by means of entries in the securities account of that Depositor.

A Depositor whose name appears in the Record of Depositors maintained by Bursa Depository in respect of our Shares shall be deemed to be a shareholder of our Company and shall be entitled to all rights, benefits, powers and privileges and be subject to all liabilities, duties and obligations in respect of, or arising from, such Shares.

14.4 LIMITATION ON THE RIGHT TO HOLD SECURITIES AND/OR EXERCISE VOTING RIGHTS

Subject to Section 14.3 above, there is no limitation on the right to own our Shares, including any limitation on the right of a non-resident or non-Malaysian shareholder to hold or exercise voting rights on our Shares which is imposed by Malaysian law or by our Constitution.

14.5 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION

As at the LPD, we do not have any foreign subsidiary or associate and are not subject to governmental laws, decrees, regulations and/or other legislations that may affect the repatriation of capital and the remittance of profits by or to our Group.

All corporations in Malaysia are required to adopt a single-tier dividend. All dividends distributed by Malaysian resident companies under a single-tier dividend are not taxable. However, based on the Finance Act 2024 gazetted on 31 December 2024, dividend tax at the rate of 2.0% will be imposed on annual chargeable dividend income exceeding RM100,000.00 received by individual shareholders (resident and non-residents) as well as individuals who hold shares through nominees with certain exemptions, effective from year of assessment 2025.

Further, the Government does not levy withholding tax on dividend payment. Therefore, there is no withholding tax imposed on dividends paid to non-residents by Malaysian resident companies. There is no Malaysian capital gain tax arising from the disposal of listed shares.

14.6 MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any material contracts that are not in the ordinary course of our business within the period covered by the historical financial information as disclosed in this Prospectus and up to the date of this Prospectus:

14.6.1 SSPA

On 9 November 2023, KK Mart entered into the SSPA with Arus Sejahtera, K8 Resources, DSKK and DSL for the sale and purchase of 12,330,944 Shares representing 5.0% equity interest in our Company by Arus Sejahtera from K8 Resources, and for the subscription of 10,000,000 RCPS at a price of RM1.00 per by Arus Sejahtera. Both considerations were satisfied by way of cash. The parties later entered into the supplemental agreements dated 5 February 2024, 8 March 2024, 12 April 2024 and 5 July 2024 to, among others, extend the cut-off date for the parties to satisfy all the conditions as set out in the SSPA.

14. ADDITIONAL INFORMATION (Cont'd)

Pursuant to the SSPA, the following restructuring exercises must be completed prior to Arus Sejahtera's investment into KK Mart:

- (i) disposal of 100,000 ordinary shares in K8 Superstore by KKSMST to DSKK and DSL;
- (ii) disposal of 250,000 ordinary shares in Supergold Development Sdn Bhd by KKSMST to DSKK and DSL;
- (iii) transfer of certain real properties to DSKK, DSL or K8 Resources;
- (iv) disposal of 4,750,000 ordinary shares in KKSMST by DSKK to KK Mart; and
- (v) disposal of 250,000 ordinary shares in KKSMST by DSL to KK Mart.

The SSPA was completed on 6 September 2024.

14.6.2 Deed of Assignment for the assignment of the Trademarks by KK Mega Hugo

On 6 September 2024, Mega Hugo Holdings had assigned, delivered and transferred absolutely to KK Mega Hugo all its rights, title and interest in certain trademarks and all intellectual property rights in all the labels bearing the such trademarks for a nominal consideration of RM10.

14.6.3 Memorandum of Agreement dated 8 January 2024

On 8 January 2024, KKSMST and DSKK entered into a memorandum of agreement for the transfer of properties by KKSMST to DSKK pursuant to the dividend-in-specie that was declared by KKSMST to its ordinary shareholders whose names appeared on the Register of Members of KKSMST at the close of business on 8 February 2024 in accordance with their ordinary shareholding proportion in KKSMST. The consideration price of each of the properties to be set out in their respective instrument of transfer and/or the sale of purchase agreement shall be in accordance with the NBV of each respective property. The details of the properties which were transferred are as follows:

No.	Properties	Type	Lot and PT No.	Purchase consideration / NBV (RM)
1	<p>Address No. 714, Jalan 3/19, Kawasan Perindustrian Nilai 3, 71800 Nilai, Negeri Sembilan</p> <p>Description Single-storey terraced factory</p>	Freehold	Individual Title Geran 136024, Lot 16713, Mukim Setul, Daerah Seremban, Negeri Sembilan measuring approximately 279 sq. m. in area	132,019.34
2	<p>Address No. 715, Jalan 3/19, Kawasan Perindustrian Nilai 3, 71800 Nilai Negeri Sembilan</p> <p>Description Single-storey terraced factory</p>	Freehold	Individual Title Geran 136025, Lot 16714, Mukim Setul, Daerah Seremban, Negeri Sembilan measuring approximately 279 sq. m. in area	127,881.65

14. ADDITIONAL INFORMATION (Cont'd)

No.	Properties	Type	Lot and PT No.	Purchase consideration / NBV (RM)
3	<p>Address No. 716, Jalan 3/19, Kawasan Perindustrian Nilai 3, 71800 Nilai Negeri Sembilan</p> <p>Description Single-storey terraced factory</p>	Freehold	Individual Title Geran 136026, Lot 16715, Mukim Setul, Daerah Seremban, Negeri Sembilan measuring approximately 279 sq. m. in area	127,881.65
4	<p>Address No. 717, Jalan 3/19, Kawasan Perindustrian Nilai 3, 71800 Nilai Negeri Sembilan</p> <p>Description Single-storey terraced factory</p>	Freehold	Individual Title Geran 136027, Lot 16716, Mukim Setul, Daerah Seremban, Negeri Sembilan measuring approximately 279 sq. m. in area	128,130.05
5	<p>Address No. 1, Jalan Equine Park 9D, Taman Equine, Bandar Putra Permai, 43300 Seri Kembangan, Selangor</p> <p>Description Three-storey shop office</p>	Leasehold	Individual Title H.S.(D) 281027, PT 1709, Mukim Petaling, Daerah Petaling, Negeri Selangor measuring approximately 5,037 sq. ft. in area	1,648,833.26
6	<p>Address No. 22-17-3, Block 22, Desa Petaling, Jalan 1/125A, 57100 Kuala Lumpur</p> <p>Description Apartment</p>	Leasehold	Individual Title Pajakan Negeri (WP) No. 20810/M3/18/159, No. Petak 159, Tingkat No. 18, Bangunan No. M3, Lot No. 34343, Mukim Petaling, District and State of Wilayah Persekutuan Kuala Lumpur measuring approximately 68 sq. m. in area	100,500.72
7	<p>Address No. 9 Jalan 3/125D, Desa Petaling 57100 Kuala Lumpur</p> <p>Description Three-storey shoplot</p>	Leasehold	Individual Title Pajakan Negeri 20831, Lot 34322, Mukim Petaling, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur measuring approximately 153 sq. m. in area	1,495,200.00

14. ADDITIONAL INFORMATION (Cont'd)

No.	Properties	Type	Lot and PT No.	Purchase consideration / NBV (RM)
8	<p>Address No. 11 Jalan 3/125D, Desa Petaling 57100 Kuala Lumpur</p> <p>Description Three-storey shophot</p>	Leasehold	Individual Title Pajakan Negeri 20830, Lot 34321, Mukim Petaling, Daerah Kuala Lumpur, Negeri Wilayah Persekutuan Kuala Lumpur measuring approximately 153 sq. m. in area	1,495,200.00
9	<p>Address No. 2-1, Jalan 3/116B, Kuchai Entrepreneurs' Park, Off Jalan Kuchai Lama, 58200 Kuala Lumpur</p> <p>Description Residential unit</p>	Leasehold	Lot No. 1B/112/A, Kuchai Entrepreneurs Park. Pajakan Negeri (WP) 22484/M1/2/21, Lot 32080, No. Bangunan M1, No. Tingkat 2, No. Petak 21, Mukim Petaling, Negeri Wilayah Persekutuan Kuala Lumpur measuring approximately 136 sq. m. in area	105,411.90
Total				<u>5,361,058.57</u>

14.6.6 Master Cornerstone Placement Agreement

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14.6.7 Retail Underwriting Agreement

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14.6.8 Lock-up agreement dated [•] in relation to our IPO and Listing

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14. ADDITIONAL INFORMATION (Cont'd)

14.7 MATERIAL LITIGATION

As at the LPD, our Group is not engaged in any governmental, legal or arbitration proceedings, including those relating to bankruptcy, receivership or similar proceedings which may have or have had, material or significant effects on our financial position or profitability in the 12 months immediately preceding the date of this Prospectus.

14.8 CONSENTS

The written consents of the Principal Adviser, Sole Bookrunner, Sole Underwriter and Sole Placement Agent, legal advisers, Share Registrar, Issuing House and company secretaries as listed in the Corporate Directory of this Prospectus for 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 Baker Tilly Monteiro Heng PLT for the inclusion of its name, the Accountants' Report, the Reporting Accountants' Letter on the Pro Forma Combined Statement of Financial Position and all references thereto in the form and context in which they are included in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

The written consent of Frost & Sullivan for the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are included in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

14.9 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office during office hours for a period of six months from the date of this Prospectus:

- (i) our Constitution;
- (ii) our material contracts as referred to in Section 14.6 of this Prospectus;
- (iii) our audited combined financial statements for the FYE 30 June 2024 and FYE 30 June 2025;
- (iv) audited financial statements of each of our subsidiaries for the Financial Years Under Review or from the date of incorporation if less than three years;
- (v) Reporting Accountants' Letter on the Pro Forma Combined Statement of Financial Position as included in Section 12.5 of this Prospectus;
- (vi) Accountants' Report as included in Section 13 of this Prospectus;
- (vii) IMR Report as included in Section 8 of this Prospectus;
- (viii) Bylaws as included in Annexure D of this Prospectus; and
- (ix) letters of consent referred to in Section 14.8 of this Prospectus.

14. ADDITIONAL INFORMATION *(Cont'd)*

14.10 RESPONSIBILITY STATEMENTS

Our Directors, our Promoters and the Selling Shareholders have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information. Having made all reasonable enquiries, and to the best of their knowledge and belief, they confirm there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.

Maybank IB, being the Principal Adviser, Sole Bookrunner and Sole Placement Agent for the Institutional Offering, and Sole Underwriter for the Retail Offering acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning our IPO.