

14. ADDITIONAL INFORMATION

14.1 EXTRACTS OF OUR CONSTITUTION

The following provisions are extracted from our Constitution and are qualified in its entirety by the reference of 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 otherwise defined herein or the context otherwise requires:

| Word | Meaning |
|--------------------------|---|
| Board Meeting | : Means a meeting of the Directors of the Company |
| Central Depositories Act | : Means the Securities Industry (Central Depositories) Act 1991 and regulations made thereunder, as amended or re-enacted from time to time |
| 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 |
| General Meeting | : Means a meeting of Members of the Company |
| Joint Holder | : Means in respect of a Security (other than Deposited Security), two (2) or more persons are jointly entitled to any Security in the Company |
| Member | : Means: <ul style="list-style-type: none"> (i) 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 (ii) 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 |
| 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 |
| Representative of Member | : Means and includes any of the following persons: <ul style="list-style-type: none"> (i) Representative appointed by a corporation which is a Member; or (ii) Attorney appointed by the Member by a power of attorney |
| Rules | : Means the Rules of Depository, including any amendment that may be made from time to time |
| Security | : Has the meaning given in Section 2(1) of the CMSA |

14. ADDITIONAL INFORMATION (CONT'D)

14.1.1 Remuneration, voting and borrowing powers of Directors
Appointment of Managing and Executive Directors

"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."

Remuneration of Directors

"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.

(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 of each such non-executive Director is not specifically fixed by the Members, then the quantum of fees 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 payable to the non-executive Directors shall be divided equally amongst 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. The non-executive Directors shall be paid by a fixed sum and not by a commission on or percentage of profits or turnover.

(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
- (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.

(5) Executive Directors of the Company shall be remunerated in the manner referred to in Clause 84 but their salaries may not include a commission on or percentage of turnover."

Powers of Directors

"94 (1) The business and affairs of the Company shall be managed by or under the direction and supervision of the Directors who may pay all expenses incurred in promoting and registering the Company.

(2) The Directors may exercise all the powers necessary for managing and for directing and supervising the management of the business and affairs of the Company except any power that the Act or by this Constitution requires the Company to exercise in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made."

"95 Without limiting the generality of Clauses 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:

14. ADDITIONAL INFORMATION (CONT'D)

- (1) borrow money;
- (2) mortgage or charge its undertaking, property, and uncalled capital, or any part of the 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."

Directors' interest in contracts

"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.

(b) Every Director shall observe the provisions of Sections 221 and 222 of the Act relating to the disclosure of the interest of the Directors in contracts or proposed contracts with the Company or of any office or property held by the Directors which might create duties or interest in conflict with their duties or interest as Directors and participation in discussion and voting. Such disclosure of material personal interest by the Directors shall be in the form of a notice. Such notice shall be in the form and manner prescribed under Section 221 of the Act."

Voting at Board Meetings

"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

"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, the chairperson of a meeting at which only such a quorum is present, or at which only two (2) Directors are competent to vote on the question at issue shall not have a casting vote."

14.1.2 Changes to share capital**Issue of Securities**

"12 (1) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject always to the Act, the Listing Requirements and this Constitution, the Directors have the right to:

- (a) issue and allot shares in the Company; and
- (b) grant rights to subscribe for shares or options over unissued shares in the Company.

14. ADDITIONAL INFORMATION (CONT'D)

(2) Subject to the Act, the Listing Requirements, this Constitution and the relevant Shareholders' approval being obtained, the Directors may issue any shares (including rights or options over subscription of such shares):

- (a) with such preferred, deferred, or other special rights or such restrictions, whether with regard to dividend, voting, return of capital, or otherwise, as the Directors may determine;
- (b) to any person, whether a Member or not, in such numbers or proportions as the Directors may determine; and
- (c) for such consideration as the Directors may determine.

(3) (a) Subject to the Act, the Listing Requirements and any direction to the contrary that may be given by the Company in General Meeting, all new shares or other convertible securities shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares or securities to which they are entitled.

(b) The offer shall be made by notice specifying the number of shares or securities offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and, after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares or securities offered, the Directors may dispose of those shares or securities in such manner as they think most beneficial to the Company.

(4) Subject to Paragraph 6.06 of the Listing Requirements and notwithstanding the existence of a resolution pursuant to Sections 75(1) and 76(1) of the Act, the Company must not issue any shares or convertible securities if the total number of those shares or convertible securities, when aggregated with the total number of any such shares or convertible securities issued during the preceding twelve (12) months, exceeds ten percent (10%) of the total number of issued shares (excluding treasury shares) of the Company except where the shares or convertible securities are issued with the prior shareholder approval in a General Meeting of the precise terms and conditions of the issue."

Alteration of capital

"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.

14. ADDITIONAL INFORMATION (CONT'D)

- (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 and thereafter to deal with the shares purchased 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."

14.1.3 Transfer of Securities

Transfer of Securities

- "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."

14.1.4 Rights, preferences and restrictions attached to each class of Securities relating to voting, dividend, liquidation and any special rights

Classes of Shares

- "7 (1) The share capital of the Company is its issued share capital. The Shares in the original or any increased capital or any alteration of capital may be divided into several classes and there may be attached thereto respectively any preferred, deferred, qualified or other special rights, privileges, conditions.
- (2) A holder of ordinary share(s) shall have the following voting rights:
 - (a) Right to vote on a show of hands to one (1) vote on any resolution of the Company; and
 - (b) Right to vote on a poll to one (1) vote for every share held on any resolution of the Company."

Variation of rights

- "8 (1) 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

14. ADDITIONAL INFORMATION (CONT'D)

- (b) by a special resolution passed by a separate meeting of the holders of that class of shares sanctioning the variation.

(2) The provisions of this Constitution relating to General Meetings apply with the necessary modifications to every separate meeting of the holders of the shares of the class referred to in Clause 8(1), except that:

- (a) for a meeting other than an adjourned meeting, a quorum is constituted by two (2) persons present holding at least one-third (1/3) of the number of issued shares of such class, excluding any shares of that class held as treasury shares;
- (b) if that class of shares only has one holder, a quorum is constituted by one (1) person present holding shares of such class; and
- (c) for an adjourned meeting, a quorum is constituted by one (1) person present holding share(s) of such class.

(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 of the Company as in force at the time when the existing preference shares were issued."

Record of Depositors

"In relation to Deposited Securities, a Depositor whose name appears in the Record of Depositors maintained by the Depository in accordance with Section 34 of the Central Depositories Act in respect of the Securities of the Company which have been deposited with the Depository shall be deemed to be a shareholder, debenture holder or option holder of the Company, as the case may be, and shall, subject to the provisions of the Central Depositories Act and any regulations made under that Act, be entitled to the number of securities stated in the Record of Depositors."

Voting entitlement

"63 Subject to any rights or restrictions for the time being attached to any class or classes of shares:

- (1) at meetings or class meetings of Members, each Member entitled to vote may vote in person or by a proxy or by Representative of Member;
- (2) on a vote by way of show of hands, every Member who is present in person or by proxy or Representative of Member has one (1) vote;
- (3) on a vote by way of poll, every Member who is present in person or by proxy or by Representative of Member shall have one (1) vote for each share or stock the Member holds; and
- (4) in the case of Joint Holders, the joint holders shall be considered as one (1) Member.

64 For the purposes of Clause 63(2):

- (1) where a Member entitled to vote on a resolution has appointed a proxy, the proxy shall be entitled to vote on a show of hands, provided that he is the only proxy appointed by the Member;

14. ADDITIONAL INFORMATION (CONT'D)

- (2) where a Member entitled to vote on a resolution has appointed more than one (1) proxy,
 - (a) the proxies shall only be entitled to vote on a poll; and
 - (b) the appointment shall not be valid unless he specifies the proportions of his holdings to be represented by each proxy; and
- (3) in respect of Clause 64(1), where the shares of the Company are quoted on a stock exchange and if a Member entitled to vote on a resolution has appointed more than one (1) proxy, the entitlement of those proxies to vote on a show of hands shall be in accordance with the listing requirements of the stock exchange.

65 For the purposes of Clause 63(4), if the Joint Holders purport to exercise the power to vote in the same way, the power is treated as exercised in that way. If the Joint Holders do not purport to exercise the power in the same way, the power is treated as not exercised.

66 For the purposes of Clause 63, when a corporate Member appoints more than one (1) representative, if its representatives purport to exercise the power to vote in the same way, the power is treated as exercised in that way. If the representatives do not purport to exercise the power in the same way, the power is treated as not exercised."

14.2 LIMITATION ON THE RIGHTS TO OWN SECURITIES

Subject to **Section 14.3** of this Prospectus, there is no limitation on the right to own securities including limitation on the right of non-residents or foreign shareholders to hold or exercise their voting rights on our Shares, which is imposed by Malaysian law or by our Constitution.

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/her Shares with Bursa Depository on or before the date is fixed, failing which our Share Registrar will be required to transfer his/her Shares to the Minister of Finance 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 our shareholder 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 SHARE CAPITAL

- (i) Save as disclosed in this Prospectus, no securities will be allotted or issued on the basis of this Prospectus later than 6 months after the date of issue of this Prospectus.
- (ii) As at the date of this Prospectus, we have only 1 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.

14. ADDITIONAL INFORMATION (CONT'D)

- (iii) Save as disclosed in this Prospectus, no shares, stocks, or debentures of our Company have been issued or proposed to be issued as fully or partly paid-up in cash or otherwise, within the Financial Years/Period Under Review and up to the LPD.
- (iv) None of the share capital of our Company or our subsidiaries is under option or agreed conditionally or unconditionally to be put under option as at the date of this Prospectus.
- (v) Save for the Issue Shares reserved for subscription by the Eligible Persons as disclosed in **Section 4** of this Prospectus, there is currently no other scheme involving our Directors and employees in the share capital of our Company or our subsidiary.
- (vi) As at the date of this Prospectus, neither our Company nor our subsidiaries have any outstanding warrants, options, convertible securities or uncalled capital.
- (vii) Save as disclosed in this Prospectus, and save as provided for under our Constitution and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares or the interests in any of our Company or our subsidiary or upon the declaration or payment of any dividend or distribution thereon.

14.5 PUBLIC TAKE-OVERS

None of the following has occurred during the last financial year up to the LPD:

- (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 company's shares.

14.6 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION

(i) Malaysia

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

With effect from the year of assessment 2025, annual dividend income exceeding RM100,000 received by individual shareholders, whether resident or non-resident, including those holding shares through nominees, with certain exemptions, are subject to a 2.0% Malaysian income tax on the chargeable dividend income.

(ii) Singapore

- (a) Exchange controls

Subject to Slim Doc SG adhering to the applicable provisions of the Companies Act 1967 of Singapore ("**Singapore Companies Act**"), there are no significant restrictions on the remittance of profits, dividend and the return of capital by Slim Doc SG to Slim Doc. Under the laws of Singapore, Slim Doc SG may repatriate capital and/or remit profits to Slim Doc by way of:

- (aa) share buy-backs;
- (bb) capital reduction;

14. ADDITIONAL INFORMATION (CONT'D)

- (cc) distribution of assets on a winding-up; and
- (dd) declaration of dividends.

(b) Dividend distribution

Subject to the Singapore Companies Act, the constitution of Slim Doc SG, and the payment of applicable taxes under the laws of Singapore:

- (i) dividends may be paid only out of profits available for distribution. The constitution of Slim Doc SG provides for the declaration of dividends upon shareholders' approval by ordinary resolution in a general meeting, but any dividend declared must not exceed the amount recommended by the directors of Slim Doc SG. There are no restrictions on payment of dividends to Slim Doc;
- (ii) the directors of Slim Doc SG may, from time to time, pay to Slim Doc such interim dividends as appear to the directors to be justified by the profits of Slim Doc SG; and
- (iii) capital may not be returned to the shareholder(s) of Slim Doc SG unless a capital reduction exercise is carried out.

(c) Withholding tax

Dividends received in respect of the ordinary shares of Slim Doc SG by either Singapore tax resident or non-Singapore tax resident taxpayers are not subject to Singapore withholding tax, even if paid to non-Singapore resident shareholders. Singapore operates under the "One-Tier" Corporate Tax System ("**One-Tier System**"). Under this One-Tier System, the tax collected on corporate profits is final and Slim Doc SG can pay tax exempt (1-tier) dividends which are tax exempt in the hands of its shareholder(s), regardless of the tax residence status or the legal form of its shareholder(s).

Save as disclosed above, we do not have any other foreign subsidiary or associated company which requires repatriation of capital and remittance of profits by or to our Group.

14.7 MATERIAL CONTRACTS

Save as disclosed below, our Group has not entered into any other material contract, which is not in the ordinary course of our business, during the Financial Years/Period Under Review up to the date of this Prospectus:

- (i) Share subscription agreement dated 12 June 2023 between 1 Doc Holding and Tengku Baderul for the subscription by Tengku Baderul of 30 RCPS for a consideration of RM30.00. The RCPS issued to Tengku Baderul has been fully redeemed on 5 June 2025. Further details of the RCPS are set out in Note (6) of **Section 10.1.1** of this Prospectus.
- (ii) Share subscription agreement dated 12 June 2023 between 1 Doc Holding and Loke Yunn Xi for the subscription by Loke Yunn Xi of 30 RCPS for a consideration of RM30.00. The RCPS issued to Tengku Baderul has been fully redeemed on 5 June 2025. Further details of the RCPS are set out in Note (7) of **Section 10.1.1** of this Prospectus.
- (iii) Sale and purchase agreement dated 26 May 2023 entered into between Koong Phin Corporation (M) Sdn Bhd (as vendor) and Slim Doc (as purchaser) for the acquisition of one unit of retail shop bearing postal address VR3-01-06 V Residence 3, Lingkaran SV 1, Sunway Velocity, 55100 Kuala Lumpur for a purchase consideration of RM6,161,000. The acquisition was completed on 22 December 2023.

14. ADDITIONAL INFORMATION (CONT'D)

- (iv) Sale and purchase agreement dated 26 May 2023 entered into between Koong Phin Corporation (M) Sdn Bhd (as vendor) and Slim Doc (as purchaser) for the acquisition of one unit of retail shop bearing postal address VR3-01-07 V Residence 3, Lingkaran SV 1, Sunway Velocity, 55100 Kuala Lumpur for a purchase consideration of RM5,639,000. The acquisition was completed on 22 December 2023.
- (v) Share sale agreement dated 1 August 2025 entered into between Slim Doc and the shareholders of Slim Doc SG for the acquisition of 10,000 shares in Slim Doc SG, representing the entire equity interest in Slim Doc SG, for a purchase consideration of RM40.00. The acquisition was completed on 1 August 2025. Further details of the acquisition are set out in **Section 6.1.1** of this Prospectus.
- (vi) Share sale agreement dated 8 October 2025 entered into between our Company and the shareholders of 1 Doc Holding for the acquisition of 1,000 shares in 1 Doc Holding, representing the entire equity interest in 1 Doc Holding, for a purchase consideration of RM78,965,992. The acquisition was completed on 8 October 2025. Further details of the acquisition are set out in **Section 6.1.1** of this Prospectus.
- (vii) Share sale agreement dated 8 October 2025 entered into between our Company and the shareholders of Slim Doc for the acquisition of 250,000 shares in Slim Doc, representing the entire equity interest in Slim Doc, for a purchase consideration of RM46,164,368. The acquisition was completed on 8 October 2025. Further details of the acquisition are set out in **Section 6.1.1** of this Prospectus.
- (viii) Sale and purchase agreement dated 7 July 2025 entered into between Loh Gee Tong and Loh Jee Yong (as vendors) and Slim Doc (as purchaser) for the acquisition of one unit of 3-storey shop office bearing postal address 11, Jalan USJ 10/1C, Taipan Business Centre, 47620 Subang Jaya, Selangor for a purchase consideration of RM9,650,000. The acquisition was completed on 3 November 2025;
- (ix) Master Cornerstone Placement Agreement entered into between our Company, the Offerors, the Joint Placement Agents and the Cornerstone Investors, where the Cornerstone Investors have agreed to subscribe for and/or acquire an aggregate of [•] IPO Shares at the Institutional Price, subject to the terms of the Master Cornerstone Placement Agreement and the individual cornerstone placement agreements; and
- (x) Underwriting Agreement. Further details of the Underwriting Agreement are set out in **Section 4.6.1** of this Prospectus.

14.8 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.

14.9 CONSENTS

The written consents of our Principal Adviser, Sole Underwriter, Joint Placement Agents, Solicitors, Issuing House, Share Registrar and Company Secretaries as set out in the Corporate Directory of this Prospectus for the inclusion in this Prospectus of their names and all references thereto 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 for the inclusion of their name, Accountants' Report and independent Reporting Accountants' assurance report on the compilation of

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pro forma combined statements of financial position, and all references thereto in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

The written consent of our Independent Business and Market Research Consultants for the inclusion of its name, the IMR Report and all references thereto in the form and context in which they are contained in this Prospectus has been given before the issue of this Prospectus and has not subsequently been withdrawn.

14.10 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office at Unit 30-01, Level 30, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur during normal business hours for a period of at least 6 months from the date of issue of the Prospectus:

- (i) our Constitution;
- (ii) the audited financial statements of our Company and all our subsidiaries for the Financial Years Under Review;
- (iii) the IMR Report as set out in **Section 8** of this Prospectus;
- (iv) the Reporting Accountants' Report on the Compilation of Pro Forma Combined Statements of Financial Position as set out in **Section 12.6** of this Prospectus;
- (v) the Accountants' Report as set out in **Section 13** of this Prospectus;
- (vi) our material contracts referred to in **Section 14.7** of this Prospectus; and
- (vii) the letters of consent given by parties as disclosed in **Section 14.9** of this Prospectus.

14.11 RESPONSIBILITY STATEMENTS

Our Directors, Promoters and Offerors 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 that there is no false or misleading statement or other facts which if omitted, would make any statement in this Prospectus false or misleading.

RHB Investment Bank, being our Principal Adviser, Sole Underwriter and Joint Placement Agent, 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.