

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 remainder provisions 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 they are otherwise defined herein or the context otherwise requires.

(i) Transfer of securities**Clause 14 – Transfer of securities**

“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.”

(ii) Remuneration of Directors**Clause 84 – 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.”

Clause 93 – Remuneration of Directors

- “(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, 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 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, 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.
- (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. ADDITIONAL INFORMATION (CONT'D)**(iii) Power of Directors****Clause 95 – Power of Directors**

“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;
- (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.”

(iv) Delegation of powers**Clause 99(1) – Delegation of powers**

“Subject to the applicable laws and/or the Listing Requirements: the Directors may delegate any of their powers to a committee or committees consisting of such their number as they think fit;”

(v) Voting at Board meetings**Clause 118 – Voting at Board meetings**

- “(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.”

(vi) Casting vote**Clause 119 – Casting vote**

“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. ADDITIONAL INFORMATION (CONT'D)**(vii) Alteration of capital****Clause 46 – Alteration of capital**

- “(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.”

(viii) Classes of shares**Clause 7 – Classes of shares**

- “(3) Subject to the Act and any applicable laws and any other requirements of Bursa Securities and the SC, any preference shares may with the sanction of an ordinary resolution be issued on the terms that they are liable, or at the option of the Company are liable to be redeemed and the Company shall not issue preference shares ranking in priority over preference shares already issued but may issue preference shares ranking equally therewith.”

(ix) Variation of 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 of the Company as in force at the time when the existing preference shares were issued.”

14. ADDITIONAL INFORMATION (CONT'D)**14.2 LIMITATION ON THE RIGHTS TO OWN SECURITIES**

Subject to Clauses 55 and 63 which have been reproduced from our Constitution, 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 voting rights on our Shares:

Clause 55(3) - Subject to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 (where applicable), a Depositor shall not be regarded as a Member entitled to attend any General Meeting and to speak and vote thereat unless his name appears in the General Meeting Record of Depositors.

Clause 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 resolution to be decided on a show of hands, each 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.

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 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 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, 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 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 2 years immediately preceding the date of this Prospectus.
- (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.

14. ADDITIONAL INFORMATION (CONT'D)

- (v) Save for the Issue Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.1.1(ii) of this Prospectus and subject to our Listing 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 subsidiaries.
- (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 subsidiaries 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**14.6.1 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.

14.6.2 Indonesia**(a) Investments repatriation**

Indonesian investment law as regulated under Law No. 25 of 2007 regarding Investment as lastly amended by Law No. 6 of 2023 regarding Stipulation of Government Regulation in Lieu of Law No. 2 of 2022 regarding Job Creation to Become Law ("**Capital Investment Law**") only permits foreign direct investment in Indonesia by establishing an Indonesian limited liability company. Under the Capital Investment Law, an investor may repatriate investments from PT Fairmed in the form of:

- (i) capital;
- (ii) profits, bank interest, dividends, and other income;
- (iii) funds required to:
 - (a) purchasing raw and auxiliary materials, half-finished goods or finished goods; or
 - (b) replacing capital goods to protect the viability of the investment;
- (iv) additional funds required for investment financing;
- (v) royalties or fees payable;

14. ADDITIONAL INFORMATION (CONT'D)

- (vi) income of individual foreign citizens working in the investment company;
- (vii) proceeds from the sales or liquidation of an investment;
- (viii) compensation for losses;
- (ix) compensation for acquisitions;
- (x) payments made in connection with technical assistance, fees payable for technical and management services, payments made under the project contract, and payment of intellectual property rights; and
- (xi) proceeds of sales of assets.

Further, the laws of Indonesia specifically provide that these repatriation rights do not prejudice the government's rights to require reports on the implementation of repatriation activities and compliance with related taxation/royalties regulations. In addition, the repatriation rights do not prejudice the implementation of any law that gives protection to creditors' rights or laws to avoid losses to the government.

(b) Dividend distribution

The applicable tax for the dividend distribution of PT Fairmed is subject to the prevailing Double Tax Agreement between Indonesia and Malaysia. Such dividends paid by PT Fairmed to LAC may be taxed in Indonesia at a rate not exceeding 15.0% of the gross amount of the dividends.

(c) Withholding tax

Dividend payments will be subject to a withholding tax according to the prevailing Double Tax Agreement between Indonesia and Malaysia. PT Fairmed has the obligation to withhold the tax of dividends distribution and pay to the tax authority.

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 Under Review up to the date of this Prospectus:

- (i) share sale agreement dated 9 April 2025 entered into between LAC with Giam Teck Eng, Liew Yoon Kit, Liew Yoon Poh and Chan Yue Mun for the purchase of the entire equity interest in LAC Medical for a total purchase consideration of RM34,383,117, to be satisfied via the issuance of 229,220,780 new Shares at an issue price of RM0.15 per Share;
- (ii) share sale agreement dated 9 April 2025 entered into between LAC with Giam Teck Eng, Liew Yoon Kit, Liew Yoon Poh and Chan Yue Mun for the purchase of the entire equity interest in CVS Medical for a total purchase consideration of RM13,455,930, to be satisfied via the issuance of 89,706,200 new Shares at an issue price of RM0.15 per Share;
- (iii) share sale agreement dated 9 April 2025 entered into between LAC with Hong Chong Chet and Noor Izwan Fazly Bin Nor Azman for the purchase of the entire equity interest in GoCloud for a total purchase consideration of RM1,031,310, to be satisfied via the issuance of 6,875,400 new Shares at an issue price of RM0.15 per Share; and
- (iv) Underwriting Agreement. Further details of the Underwriting Agreement are set out in Section 4.6 of this Prospectus.

14. ADDITIONAL INFORMATION (CONT'D)**14.8 MATERIAL LITIGATION**

As at the LPD, our Group is not engaged in any material litigation, claim or arbitration, either as plaintiff or defendant, and our Directors confirm that there are no proceedings pending or threatened or of any fact likely to give rise to any proceedings which might materially and adversely affect our financial or business position.

14.9 CONSENTS

The written consents of our Principal Adviser, Sole Underwriter, Sole Placement Agent, 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 Reporting Accountants' Report on the Compilation of 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 Office Suite No. 603 Block C, Pusat Dagangan Phileo Damansara 1, No. 9, Jalan 16/11, Off Jalan Damansara, 46350 Petaling Jaya, Selangor 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 LAC Medical, CVS Medical and GoCloud 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 12.8 of this Prospectus;
- (v) 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. ADDITIONAL INFORMATION (CONT'D)

14.11 RESPONSIBILITY STATEMENTS

Our Directors, Promoter and Offerors have seen and approved this Prospectus. They collectively and individually accept full responsibility for the accuracy of the information contained in this Prospectus. 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 Sole Placement Agent in relation to our IPO, 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.

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