

## 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 and 6.1.2 of this Prospectus, 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 two years immediately preceding the date of this Prospectus.
- (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, there is currently no other scheme involving our employees and directors in the share capital of our Company or any of our subsidiaries.
- (v) 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 and 12.5 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 any of our Company or 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 will bear the same meanings used in our Constitution unless they are otherwise defined herein or the context otherwise requires.

<b>Words</b>	<b>Meaning</b>
"Act"	Means the Companies Act 2016, as amended, substituted or re-enacted from time to time.
"Board" or "Board of Directors"	Means the board of directors for the time being of the Company.
"Board Meeting"	Means a meeting of the Directors of the Company.
"Bursa Securities"	Means Bursa Malaysia Securities Berhad.
"Company"	Means CTOS Digital Berhad.
"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.

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

<b>Words</b>	<b>Meaning</b>
"Depository"	Means Bursa Malaysia Depository Sdn Bhd.
"Directors"	Means the directors for the time being of the Company (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.
"Members"	Means: <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul> <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>
"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.
"Rules"	Means the Rules of 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.
"Securities Account"	Means an account established by the Depository for a Depositor for the recording of deposit of Securities and for dealing in such Securities by the Depositor.
"Shareholder"	Means a holder of one or more share(s) in the Company.

**14.2.1 Transfer of Shares****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."

**14. ADDITIONAL INFORMATION (Cont'd)****Clause 19(3) - Renunciation**

“The Directors may at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder recognise a renunciation of such share by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation on such terms and conditions as the Directors may determine.”

**Clause 20 - Closing the Register of Members or Register of Debenture Holders**

“Subject to the Rules, the Record of Depositors, Register of Members or register for any class of members or register of debenture holders may be closed for such periods as the Directors may from time to time determine provided that such register shall not be closed for more than thirty (30) days in any year. The Company shall before it closes such register:

- (1) Give notice of such intended book closure (in the case of the Register) in accordance with Section 55 of the Act; and
- (2) Give notice of such intended closure to Bursa Securities for such period as prescribed by 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 shall give notice in accordance with the Rules to enable the Depository to prepare the appropriate Record of Depositors.”

**14.2.2 Remuneration of Directors****Clause 93(1), (2), (3) and (5) – 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 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.
- (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)****Clause 93(4) – Expenses**

- “(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.”

**14.2.3 Voting and Borrowing power of Directors****Clause 95 – Borrowing, mortgage, issue debentures and lending or advance of money**

“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.”

**Clause 105 – Directors’ Interest in Contracts**

- “(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.”

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

**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, 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.”

**14.2.4 Changes in capital and rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights****Clause 8(1) and (3) – Variation of Rights**

- “(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 (75.0%) 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.”

**Clause 12(1) and (2) – Issue of Securities**

- “(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.”
- “(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;

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

- (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.”

**Clause 46(1), (2) and (3) – 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.”
- (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.”

**14.3 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 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 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 will be deemed to be a shareholder of our Company and will 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. ADDITIONAL INFORMATION (Cont'd)****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****(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 dividend payment. Therefore, there is no withholding tax imposed on dividends paid to non-residents by Malaysian resident companies. There is no Malaysian capital gains tax arising from the disposal of listed shares.

**(ii) Thailand**

Repatriation of capital out of Thailand are permitted for (a) repatriation of investment funds from BOL to our Company due to company dissolution and capital or share value reduction; and (b) remittance of dividends from BOL to our Company.

However, such permission for repatriation is subject to the following procedures:

- (1) provision of identification particulars of the applicant applying for permission and purpose of the transaction;
- (2) for a transaction value of not less than USD200,000, submission of evidence in relation to the purpose of payment is required, such as:
  - (a) for repatriation of investment funds due to company dissolution, evidence of liquidation completion (e.g. a certifying letter issued by a liquidator);
  - (b) for repatriation of investment funds due to capital or share value reduction, evidence of capital decrease or share value decrease (e.g. a company's affidavit issued by Ministry of Commerce and a copy of shareholder list); and
  - (c) for remittance of dividends, evidence of dividend payment (e.g. a notice of dividend payment); and
- (3) an authorised juristic person's satisfaction of true and correct supporting documents.

Withholding tax is generally applicable to payment made from a person in Thailand to a juristic person, registered under Malaysian laws and having no business operation in Thailand at the following rates:

- (1) dividends – 10.0%
- (2) decrease in capital not exceeding the total amount of profits and reserves – 15.0%; and
- (3) benefit derived from the dissolution of a company with monetary value exceeding the capital – 15.0%.

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

However, BOL has been granted promotional privileges under the Thailand Investment Promotion Act B.E. 2520 (1997), as amended, by the Board of Investment of Thailand, and we are therefore exempted from withholding tax on dividends paid from the income derived from the promoted business operations for which BOL's corporate income tax is exempted. Such tax relief is valid from 9 October 2013 until 15 December 2022.

**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 Group's 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 Share purchase agreement dated 12 July 2019 in respect of the acquisition of the entire issued share capital of CTOS Insights**

On 12 July 2019, our Company entered into a share purchase agreement with Man Yau Holdings Berhad and Omesti Berhad (as guarantor) to acquire 3,000,000 ordinary shares in CTOS Insights, representing the entire issued share capital of CTOS Insights, for a total cash consideration of RM26,880,000.00. CTOS Insights is the legal and beneficial owner of 1,600,000 ordinary shares in Experian, representing a 16.0% equity interest in Experian. The share purchase agreement was completed on 25 July 2019.

**14.6.2 Share purchase agreement dated 10 July 2019 in respect of the acquisition of the entire issued share capital of Enfo**

On 10 July 2019, our Company entered into a share purchase agreement with Quek Jin Oon and Vendor A\* to acquire 10,000 ordinary shares in Enfo, representing the entire issued share capital of Enfo, for a total cash consideration of RM29,300,000.00. Enfo is the legal and beneficial owner of 1,000,000 ordinary shares in Experian, representing a 10.0% equity interest in Experian. The share purchase agreement was completed on 25 July 2019.

**Note:**

\* Prior to completion of the share purchase agreement, Vendor A was a shareholder who held only one ordinary share in Enfo, representing a 0.01% equity interest in Enfo.

**14.6.3 Share purchase agreement dated 10 February 2020 in respect of the share purchase and share subscription of a 51.0% equity interest in CIBI ("CIBI SPA")**

On 10 February 2020, our Company entered into a share purchase agreement with Go Kim Pah Foundation ("GKP"), CIBI Foundation, Inc. ("CFI") and CIBI to (a) acquire in aggregate 110,680 common shares in CIBI, of which 83,010 common shares are from GKP, for a cash consideration of PHP28,500,100.00 (equivalent to RM2,437,821.75\*) and 27,670 common shares are from CFI for a cash consideration of PHP9,500,033.33 (equivalent to RM812,607.25\*); and (b) subscribe for 398,612 common shares in CIBI from the unissued portion of the authorised capital stock of CIBI for the subscription price of PHP136,856,937.58 (equivalent to RM11,706,373.63\*). The share purchase agreement was completed on 19 June 2020. See Sections 14.6.4 and 14.6.5 below for information regarding the shareholders' agreement and assignment agreement executed in relation to the CIBI SPA and Section 4.2.1 of this Prospectus for information regarding the Distribution where the entire equity interest in CIBI Holdings, which in turn holds a 51.0% equity interest in CIBI, was distributed to our existing shareholders on [●] 2021.

**Note:**

\* Computed based on SGD1:PHP35.92 and SGD1:RM3.0725, being the transacted rates quoted by the transacting bank on 19 June 2020.



**14. ADDITIONAL INFORMATION (Cont'd)****14.6.4 Shareholders' agreement dated 10 February 2020 in respect of CIBI ("CIBI SHA")**

On 10 February 2020, our Company entered into a shareholders' agreement with GKP, CFI and CIBI to regulate the relationship between the shareholders of CIBI. The rights and obligations of the parties as stipulated in the shareholders' agreement are in relation to, among others, the nomination and composition of the board of directors, the appointment of key management of CIBI, the quorum to shareholders' meetings and shareholders' rights to vote through remote communication and proxy, pre-emptive rights and restriction to dealings in shares applicable to the shareholders and non-compete clauses applicable during the term of the agreement. See Section 4.2.1 of this Prospectus for information regarding the Distribution where the entire equity interest in CIBI Holdings, which in turn holds a 51.0% equity interest in CIBI, was distributed to our existing shareholders on [●] 2021.

**14.6.5 Assignment agreement dated 19 June 2020 in respect of the assignment of rights from our Company to CIBI Holdings**

On 19 June 2020, our Company entered into an assignment agreement with CIBI Holdings to assign all our Company's rights, title, interest, benefits, duties and obligations under the CIBI SPA and the CIBI SHA to CIBI Holdings. See Section 4.2.1 of this Prospectus for information regarding the Distribution where the entire equity interest in CIBI Holdings was distributed to our existing shareholders on [●] 2021.

**14.6.6 Share purchase agreement dated 12 October 2020 in respect of the acquisition of a 20.0% equity interest in BOL**

On 12 October 2020, our Company entered into a share purchase agreement with Keppel Communications Pte Ltd to acquire 164,101,100 ordinary shares in BOL, representing 20.0% of the issued share capital of BOL, for a cash consideration of THB689,224,620.00 (paid in USD22,070,018.89 or RM91,910,593.67\*). The share purchase agreement was completed on 28 October 2020.

**Note:**

\* Computed based on USD1:RM4.1645, being the middle rate prevailing as at 12.00 p.m. on 28 October 2020 as published by BNM.

**14.6.7 Share purchase agreement dated 8 December 2020 in respect of the acquisition of the entire issued share capital of Basis**

On 8 December 2020, our Company entered into a share purchase agreement with Chan Chee Hoo and Basis Holdings Sdn Bhd to acquire 1,000,000 ordinary shares in Basis, representing the entire issued share capital of Basis for (a) an upfront cash consideration of RM32,000,000.00; and (b) earn-out payment which shall be calculated based on a revenue target for two years i.e., January 2021 to December 2022. The share purchase agreement was completed on 4 January 2021.

**14.6.8 [Master Cornerstone Placement Agreement dated [●]]****14.6.9 [Retail Underwriting Agreement dated [●]]****14.6.10 [Lock up letters dated [●] in relation to our IPO and our Listing]**

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

### 14.7 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.

Notwithstanding the above, as at the LPD, our subsidiaries, CTOS Insights and Enfo are involved in a litigation suit against Experian and other parties as disclosed below.

**CTOS Insights Sdn Bhd & Anor v Experian Credit Services Singapore Pte Ltd & 10 Ors (Kuala Lumpur High Court Originating Summons No. WA-24NCC-213-06/2020) (“Originating Summons”)**

On 12 June 2020, CTOS Insights and Enfo (the “**Plaintiffs**”) filed an oppression suit pursuant to Section 346 of the Act to seek for reliefs arising from oppressive conduct by the majority shareholders of Experian. The Defendants are:

- (1) Experian Credit Services Singapore Pte Ltd;
- (2) Enroc Pte Ltd;
- (3) Ringgit Arajaya Sdn Bhd;
- (4) Sean Thomas Brennan;
- (5) Wong Leong Pin;
- (6) Tang Lien;
- (7) Pang Chan Yip;
- (8) Lai Yee Chee;
- (9) Experian Singapore Pte Ltd;
- (10) Experian Technology Limited; and
- (11) Experian,

(collectively, the “**Defendants**”).

The oppressive conduct which forms the basis of this action includes, among others, the approval of Experian’s directors’ resolutions on 13 May 2020 for payment of management recharges and brand recharges by Experian to the 9<sup>th</sup> and 10<sup>th</sup> Defendants for the FYEs 31 March 2020 and 31 March 2021.

The Plaintiffs are seeking for, among others, declaratory reliefs in relation to oppression, order to restrain the 1<sup>st</sup> to 10<sup>th</sup> Defendants from carrying out any acts in relation to causing Experian to make payments for recharges, or to make inter-company payments to companies related or connected with the 1<sup>st</sup> to 3<sup>rd</sup> Defendants, and an alternative relief of a share buy-out at a valuation determined by an independent valuer.

On 24 June 2020, a consent order was recorded between the parties where it was agreed on a without prejudice and without admission basis that pending the disposal of the Originating Summons or until further order, the 9<sup>th</sup> and 10<sup>th</sup> Defendants would repay the management recharges and brand recharges for the FYE 31 March 2020 to Experian, and that no further payment of the management recharges and brand recharges for the FYEs 31 March 2020 and 31 March 2021 would be implemented.

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

On 6 November 2020, the Plaintiffs filed an application for discovery of documents (“**Discovery Application**”). The hearing of the Discovery Application was held on 27 May 2021. The decision on the outcome of the hearing of the Discovery Application has been scheduled for 11 June 2021.

On 8 January 2021, the Defendants filed an application to strike out the Originating Summons on the argument that the Originating Summons has been rendered academic with the Defendants’ agreement not to pay the recharges for the FYEs 31 March 2020 and 31 March 2021 (“**Striking Out Application**”). The hearing of the Striking Out Application was held on 27 May 2021. The decision on the outcome of the hearing of the Striking Out Application has been scheduled for 11 June 2021.

The hearing of the Originating Summons is fixed for 28 June 2021 and 29 June 2021.

On the probable outcome of this suit, the legal counsel acting for the Plaintiffs is of the opinion that the Plaintiffs have a reasonable chance of success.

### 14.8 CONSENTS

The written consents of the Joint Principal Advisers, Joint Global Coordinators, Joint Bookrunners, Joint Managing Underwriters, Joint Underwriters, Legal Advisers, Share Registrar and Issuing House 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 the Auditors and Reporting Accountants for the inclusion of its name, opinion on our historical consolidated financial statements for the FYEs 31 December 2018, 31 December 2019 and 31 December 2020 contained in the Accountants’ Report and Reporting Accountants’ Letter on the Pro Forma Consolidated Financial Information, 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 IDC Research for the inclusion of its name and all references thereto, and the IMR Report 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 consolidated financial statements for the past three FYEs 31 December 2018, 31 December 2019 and 31 December 2020;
- (iv) audited financial statements of each of our subsidiaries for the past three FYEs 31 December 2018, 31 December 2019 and 31 December 2020;
- (v) Reporting Accountants’ Letter on the Pro Forma Consolidated Financial Information as included in Section 12.4 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; and

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

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(viii) letters of consent referred to in Section 14.8 of this Prospectus.

**14.10 RESPONSIBILITY STATEMENTS**

Our Directors, our Promoter 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 and RHB IB, being the Joint Principal Advisers, the Joint Global Coordinators and the Joint Bookrunners for the Institutional Offering, and the Joint Managing Underwriters and the Joint Underwriters for the Retail Offering, acknowledge 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 our IPO.