

14. STATUTORY AND OTHER INFORMATION

14.1 SHARE CAPITAL

- (i) As at the date of this Prospectus, we only have 1 class of shares, namely, ordinary shares, all of which rank equally with one another. There are no special rights attached to our Shares.
- (ii) Save for 6,196,700 Shares under the Pink Form Allocations as disclosed in Sections 4.4.1(ii),
 - (a) no Director, employee or business associate of our Group has been or is entitled to be given or has exercised any option to subscribe for any share of our Company or our subsidiaries; and
 - (b) there is no scheme involving the employees of our Group in the shares of our Company or our subsidiaries.
- (iii) Save for the new Shares issued and to be issued pursuant to the Acquisition of Subsidiaries and the Public Issue as disclosed in Sections 6.2.2 and 4.4.1 respectively and the 2 Shares held by Low Wei Leong and Ong Boon Fern, no shares of our Company or our subsidiaries have been issued or are proposed to be issued as fully or partly paid-up, in cash or otherwise, within the past 2 years immediately preceding the date of this Prospectus.
- (iv) Other than our Public Issue as disclosed in Section 4.4.1, there is no intention on the part of our Directors to further issue any Shares.
- (v) As at the date of this Prospectus, we do not have any outstanding convertible debt securities.

14.2 CONSTITUTION

The following provisions are extracted from our Company's Constitution. Terms defined in our Constitution shall have the same meanings when used here unless they are otherwise defined here or the context otherwise requires. The following provisions extracted from our Company's Constitution are based on the current Listing Requirements and the Act.

(i) Remuneration, voting and borrowing power of Directors

The provisions in our Constitution dealing with remuneration, voting and borrowing power of Directors are as follows:

Clause	Details	Subject
126.	The fees and any benefits payable to the Directors from time to time, be determined by an ordinary resolution in the general meeting of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, except that any Director, who shall hold office for part only of the period in respect of which such fees are payable, shall be entitled only to rank in such division for a proportion of the fees related to the period during which he has held office, Provided Always that:	Remuneration

14. STATUTORY AND OTHER INFORMATION (Cont'd)

Clause	Details	Subject
	<p>(a) fees payable to non-executive Directors shall be by a fixed sum, and not by a commission on or percentage of profits or turnover;</p> <p>(b) salaries and other emoluments payable to executive Directors pursuant to a contract of service need not be determined by the Company in general meeting but such salaries and emoluments may not include a commission on or percentage of turnover;</p> <p>(c) fees payable to Directors shall not be increased except pursuant to a resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting; and</p> <p>(d) any fee paid to an alternate Director shall be agreed upon between himself and the Director nominating him and shall be paid out of the remuneration of that Director.</p>	
127.	<p>(1) The Directors shall be entitled to be reimbursed for all travelling or such other reasonable expenses as may be incurred in attending and returning from meetings of the Directors or of any committee of the Directors or general meetings or otherwise, howsoever, in or about the business of the Company in the course of the performance of their duties as Directors.</p> <p>(2) If by arrangement with the Directors, any Director shall perform or render any special duties or service's outside his ordinary duties as a Director in particular, without limiting to the generality of the foregoing, if any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing away from his usual place of business or residence for any of the purposes of the Company or in giving special attention to the business of the Company as a member of a committee of Directors, the Directors may pay him special remuneration, in addition to his Director's fees, and such special remuneration may be by way of a fixed sum, or otherwise (other than by a sum to include a commission on or percentage of turnover) as may be determined by the Board provided that in the case of non-executive Directors, the said remuneration shall not include a commission on or percentage of profits or turnover. In the case of an executive Director, such fee may be either in addition to or in substitution for his share in the fee from time to time provided by the Directors.</p>	Reimbursement and Special Remuneration
166.	<p>The remuneration of a Director holding an executive officer pursuant to this Constitution shall subject to the terms of any agreement entered into in any particular case may be by way of salary or commission or participation in profits or otherwise or by any or all of these modes but such remuneration shall not include a commission on or percentage of turnover but it may be a term of their appointment that they shall receive pension, gratuity or other benefits upon their retirement.</p>	Remuneration of Director Holding Executive Office

14. STATUTORY AND OTHER INFORMATION (Cont'd)

Clause	Details	Subject
131.	<p>(1) The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertakings, property and uncalled capital, or any part thereof, and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any related third party, Provided Always that nothing contained in this Constitution shall authorise the Directors to borrow any money or mortgage or charge any of the Company's undertaking, property or any uncalled capital or to issue debentures and other securities whether outright or as security for any debt, liability or obligation of an unrelated third party.</p> <p>(2) The Directors shall cause a proper register to be kept in accordance with the Act of all mortgages and charges specifically affecting the property of the Company and shall duly comply with the requirements of the Act in regard to the registration of mortgages and charges therein specified or otherwise.</p> <p>(3) If the Directors or any of them, or any other person, shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors, or persons so becoming liable as aforesaid, from any loss in respect of such liability.</p>	Directors' Borrowing Powers
143.	A meeting of the Directors, for the time being at which a quorum is present, shall be competent to exercise all or any of the powers, authorities and discretion by or under this Constitution, vested in or exercisable by the Directors generally. Subject to this Constitution, questions arising at any meeting of the Directors shall be decided by a majority of votes.	Proceedings of Meeting
144.	In case of equality of votes, the Chairman shall have a second or casting vote, except where only two (2) Directors are competent to vote on the question at issue, or at the meeting where only two (2) Directors form the quorum and only such a quorum is present at the meeting or only two (2) Directors are competent to vote on the question at issue.	Chairman Has Casting Vote
152.	A Director shall not vote in regard to any contract or proposed contract or arrangement in which he has, directly or indirectly, an interest. Without prejudice to the generality of the foregoing, a Director shall also not vote in regard to any contract or proposed contract or arrangement with any other company in which he is interested, either as an officer of that other company or as a holder of shares or other securities in that other company.	Directors Retained from Voting in Interested Transactions
155.	<p>Subject to relevant provisions of this Constitution, a Director may vote in respect of:</p> <p>(a) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by</p>	Director May Vote on The Giving of Security or Indemnity Where He is Interested

14. STATUTORY AND OTHER INFORMATION (Cont'd)

Clause	Details	Subject
	<p>him to or obligations undertaken by him for the benefit of the Company; or</p> <p>(b) any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself or any other Director has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security.</p> <p>By an ordinary resolution of the Company, the provisions of this Clause may at any time be suspended or relaxed to any extent and, either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction carried out in contravention of this Clause, may be ratified.</p>	

(ii) Changes to Share Capital

Clause	Details	Subject
69.	<p>The Company may, from time to time, whether all the shares for the time being issued shall have been fully paid up or not, by ordinary resolution increase its share capital by the creation and issue of new shares, such new capital to be of such amount to be divided into shares of such respective amounts and to carry such rights or to be subject to such conditions or restrictions in regard to dividend, return of capital or otherwise as the Company may direct in the resolution authorising such increase.</p>	Increase of Share Capital
70.	<p>Subject to any direction to the contrary that may be given by the Company in general meeting, all new shares or other convertible Securities shall, before they are issued, 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. 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. The Directors may, likewise, also dispose of any new shares or Securities which (by reason of the ratio which the new shares or Securities bear to shares or Securities held by persons entitled to an offer of new shares or Securities) cannot, in the opinion of the Directors, be conveniently offered under this Clause.</p>	Issue of New Shares to Existing Members

14. STATUTORY AND OTHER INFORMATION (Cont'd)

Clause	Details	Subject
71.	<p>The Company may alter its share capital by passing an ordinary resolution to:</p> <p>(a) increase the share capital by such sum to be divided into shares of such amount as the resolution shall prescribe;</p> <p>(b) 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</p> <p>(c) subdivide its shares or any of the shares, whatever is in the subdivision, the proportions 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.</p>	Alteration of Share Capital
72.	The Company may, subject to the Act, by special resolution, reduce its share capital in any manner authorised by law.	Capital Reduction

(iii) Transfer of securities

Clause	Details	Subject
54.	The transfer of any listed security or class of listed security in the Company shall be by way of book entry by the Depository in accordance with the Rules, subject to the provisions of the Act and any exemption that may be made from compliance with provisions of the Act, the Company shall be precluded from registering and effecting any transfer of listed security.	Transfer of Securities
55.	Every instrument of transfer (for any share not being a deposited security) must be left for registration at the office of the Company's Registrar accompanied by the certificate of the shares comprised therein and such evidence as the Directors may reasonably require to prove the right of the transferor to make the transfer and the due execution by him of the transfer, and subject to the power vested in the Directors by this Constitution or the provisions of any other written law and if required, to reasonable evidence of nationality, the Company shall register the transferee as shareholder.	Instrument of Transfer
56.	No share shall in any circumstances be transferred to any infant, bankrupt or person of unsound mind.	Person Under Disability
57.	Subject to the Rules and Listing Requirements, the transfer of any Securities may be suspended at such times and for such periods as the Directors may from time to time determine. Twelve (12) Market Days' notice, or such other period as may from time to time be specified by the Exchange governing the Register concerned, of intention to close the Register shall be given to the Exchange. At least three (3) Market Days' prior notice shall be given to the Depository to prepare the appropriate Record of Depositors.	Suspension Registration

14. STATUTORY AND OTHER INFORMATION (Cont'd)

Clause	Details	Subject
58.	The Depository may refuse to register any transfer of Deposited Security that does not comply with the Central Depositories Act and the Rules.	Refusal to Register Transfer
59.	Subject to the provisions of the Constitution, the Directors may recognise a renunciation of any share by the allottee thereof in favour of some other person.	Renunciation
60.	Neither the Company nor its Directors nor any of its officers shall incur any liability for registering or acting upon a transfer of shares apparently made by sufficient parties, although the same may, by reason of any fraud or other cause not known to the Company or its Directors or other officers be legally inoperative or insufficient to pass the property in the shares proposed or professed to be transferred, and although the transfer may, as between the transferor and transferee, be liable to be set aside, and notwithstanding that the Company may have notice that such instrument of transfer was signed or executed and delivered by the transferor in blank as to the name of the transferee or the particulars of the shares transferred or otherwise in defective manner. And in every such case, the person registered as transferee, his executors, administrators and assigns alone shall be entitled to be recognised as the holder of such shares and the previous holder shall, so far as the Company is concerned, be deemed to have transferred his whole title thereto.	Non-Liability of the Company, its Directors and Officers in Respect of Transfer

(iv) Rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights

Clause	Details	Subject
12.	The Company shall have power to issue preference capital ranking equally with or in priority to preference shares already issued and the Directors may, subject to the provisions of the Act, redeem such shares on such terms and in such manner as they may think fit.	Power to Issue Preference
13.	(1) Save as otherwise specifically provided for under this Constitution in respect of any particular class of preference share, preference shareholders shall have the same right as ordinary shareholders as regards to receiving notices, reports and audited financial statements and attending general meetings of the Company.	Rights of Preference Shareholders
	(2) Save as otherwise specifically provided for under this Constitution in respect of any particular class of preference share, preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the share capital of the Company or sanctioning a disposal of the whole of the Company's property, business and undertaking or where the proposition to be submitted to the meeting directly affects their rights and privileges, or when the dividend or part of the dividend on the preference shares is in arrears for more than six (6) months or on a proposal to wind up the Company or during the winding up of the Company, but shall have no other rights whatsoever.	

14. STATUTORY AND OTHER INFORMATION (Cont'd)

Clause	Details	Subject
	(3) The holder of a preference share must be entitled to a return of capital in preference to holders of ordinary shares when the Company is wound up.	
21.	Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to provisions of this Constitution, the Act, and any other requirements under the Listing Requirements, the Central Depositories Act and/or the Rules, the Company in general meeting may by ordinary resolution give the power to the Directors to exercise specific allotments. With prior approval of the Company in a general meeting, the Directors may allot, grant options over or otherwise dispose the share capital of the Company to such persons, at such times, and on such terms as they think proper, but so that no shares shall be issued which shall have the effect of transferring a controlling interest without the prior approval of the Members in general meeting. No shares shall be issued at a discount, except in accordance with the Act.	Issue of Securities
26.	<p>If at any time the share capital of the Company, by reason of the issuance of preference shares or otherwise is divided into different classes, the repayment of such preferred capital or all or any of the rights and privileges attached to each class of shares may subject to the provisions of the Act, this Constitution and the provisions of any written law, be varied, modified, commuted, affected, abrogated or dealt with by resolution passed by the holders of at least three-fourth (3/4) of the issued shares of that class at a separate meeting of the holders of that class and all the provisions hereinafter contained as to general meetings shall mutatis mutandis apply to every such meeting except that the quorum hereof shall be two (2) persons at least holding or representing by proxy one third of the issued shares of the class.</p> <p>Provided however that in the event of the necessary majority for such a resolution not having been obtained in the manner aforesaid consent in writing may be secured by members holding at least three-fourths (3/4) of the issued shares of the class and such consent if obtained within two (2) months from the date of the separate meeting shall have the force and validity of a resolution duly carried. To every such resolution the provisions of the Act, shall with such adaptations as are necessary apply.</p>	Modification of Rights
27.	The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in profits or assets of the Company in some or all respects pari passu therewith but in no respect in priority thereto.	Special Right to Any Class of Share

14. STATUTORY AND OTHER INFORMATION *(Cont'd)*

14.3 GENERAL INFORMATION

- (i) Save for the purchase consideration paid to the shareholders of our subsidiaries pursuant to the Acquisition of Subsidiaries as disclosed in Section 6.2, Directors' remuneration as disclosed in Section 5.2.4, dividends paid to our Promoter as disclosed in Section 11.13, no other amount or benefit has been paid or given within the past 2 years immediately preceding the date of this Prospectus, nor is it intended to be so paid or given, to any of our Promoter, Director or substantial shareholder.
- (ii) Save as disclosed in Section 9.1, none of our Directors or substantial shareholders has any interest, direct or indirect, in any contract or arrangement subsisting at the date of this Prospectus and which is significant in relation to the business of our Group.
- (iii) The manner in which copies of this Prospectus together with the official application forms and envelopes may be obtained and the details of the procedures for application of our Shares are set out in Section 15.
- (iv) 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.

14.4 CHANGES IN SHARE CAPITAL

As at the LPD, our share capital is RM15,120,001.80 comprising 151,200,000 Shares. The movements in our share capital since the date of our incorporation are set out below:

Date of allotment	No. of Shares allotted	Consideration	Cumulative share capital
		RM	RM
2 May 2018	2	2.00	2.00
[•]	151,199,998	15,119,999.80	15,120,001.80

As at the LPD, we do not have any outstanding warrants, options, convertible securities and uncalled capital. In addition, there are no discounts, special terms or instalment payment terms applicable to the payment of the consideration for the allotment.

Upon completion of our IPO, our enlarged share capital will be increased to RM[•] comprising 247,868,000 Shares from the issuance of 96,668,000 Issue Shares.

The share capital of our subsidiaries is as follows.

14.4.1 Orgabio Manufacturing

As at the LPD, Orgabio Manufacturing's share capital is RM200,000.00 comprising 200,000 ordinary shares.

The changes in the share capital of Orgabio Manufacturing since its incorporation are as follows:

14. STATUTORY AND OTHER INFORMATION (Cont'd)

Date of allotment	No. of shares allotted	Consideration	Cumulative share capital
		RM	RM
10 May 2006	3	3.00	3.00
17 July 2009	80,000	80,000.00	80,003.00
13 April 2011	19,997	19,997.00	100,000.00
24 December 2013	100,000	100,000.00	200,000.00

As at the LPD, there are no outstanding warrants, options, convertible securities or uncalled capital in Orgabio Manufacturing. In addition, there are no discounts, special terms or instalment payment terms applicable to the payment of the consideration for the allotment.

14.4.2 Orgapharma Herbal

As at the LPD, Orgapharma Herbal's share capital is RM350,000.00 comprising 350,000 ordinary shares.

The changes in the share capital of Orgapharma Herbal since its incorporation are as follows:

Date of allotment	No. of shares allotted	Consideration	Cumulative share capital
		RM	RM
31 May 2002	3	3.00	3.00
19 August 2002	99,997	99,997.00	100,000.00
29 August 2009	150,000	150,000.00	250,000.00
25 November 2009	100,000	100,000.00	350,000.00

As at the LPD, there are no outstanding warrants, options, convertible securities or uncalled capital in Orgapharma Herbal. In addition, there are no discounts, special terms or instalment payment terms applicable to the payment of the consideration for the allotment.

14.4.3 Orgapharma Marketing

As at the LPD, Orgapharma Marketing's share capital is RM300,003.00 comprising 300,003 ordinary shares.

The changes in the share capital of Orgapharma Marketing since its incorporation are as follows:

Date of allotment	No. of shares allotted	Consideration	Cumulative share capital
		RM	RM
09 June 2003	3	3.00	3.00
29 November 2010	300,000	300,000.00	300,003.00

As at the LPD, there are no outstanding warrants, options, convertible securities or uncalled capital in Orgapharma Marketing. In addition, there are no discounts, special terms or instalment payment terms applicable to the payment of the consideration for the allotment.

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14.4.4 Everyday F&B

As at the LPD, Everyday F&B's share capital is RM83,500.00 comprising 83,500 ordinary shares.

The changes in the share capital of Everyday F&B since its incorporation are as follows:

Date of allotment	No. of shares allotted	Consideration	Cumulative share capital
		RM	RM
2 March 2016	2	2.00	2.00
28 June 2017	83,498	83,498.00	83,500.00

As at the LPD, there are no outstanding warrants, options, convertible securities or uncalled capital in Everyday F&B. In addition, there are no discounts, special terms or instalment payment terms applicable to the payment of the consideration for the allotment.

14.5 CONSENTS

- (i) The written consents of the Adviser, Sponsor, Underwriter, Placement Agent, Solicitors, Share Registrar, Company Secretary and Issuing House to the inclusion in this Prospectus of their names in the form and context in which such names appear have been given before the issue of this Prospectus and have not subsequently been withdrawn;
- (ii) The written consents of the Auditors and Reporting Accountants to the inclusion in this Prospectus of their names, Accountants' Report and letter relating to the Pro forma Consolidated Financial Information in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not subsequently been withdrawn; and
- (iii) The written consent of the IMR to the inclusion in this Prospectus of its name and the IMR Report titled "Independent Market Research Report on the Instant Beverage Premix Industry in Malaysia", in the form and context in which they are contained in this Prospectus have been given before the issue of this Prospectus and have not been subsequently withdrawn.

14.6 DOCUMENTS FOR INSPECTION

Copies of the following documents are available for inspection at the Registered Office of our Company during normal business hours for a period of 6 months from the date of this Prospectus:

- (i) Constitution of our Company;
- (ii) The audited financial statements of the Orgabio Holdings Group for the FYEs 2018, 2019 and 2020;
- (iii) The Accountants' Report as set out in Section 12;

14. STATUTORY AND OTHER INFORMATION (Cont'd)

- (iv) The Reporting Accountants' reports relating to our pro forma consolidated statements of financial information as set out in Section 13;
- (v) The IMR Report as set out in Section 7;
- (vi) The material contracts as set out in Section 6.16; and
- (vii) The letters of consent as set out in Section 14.5.

14.7 RESPONSIBILITY STATEMENTS

Our Directors and Promoter have seen and approved this Prospectus, and they collectively and individually accept full responsibility for the accuracy of the information contained herein, and confirm that after making all reasonable enquiries and to the best of their knowledge and belief, there are no false or misleading statements or other facts which if omitted, would make any statement in this Prospectus false or misleading.

M&A Securities acknowledge 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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