

15. ADDITIONAL INFORMATION

15.1 SHARE CAPITAL

- (i) 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 date of this Prospectus, 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 for the new Shares issued pursuant to the employee share option scheme and the Bonus Issue as disclosed in Section 6 of this Prospectus, and Shares to be issued pursuant to the Public Issue as disclosed in Section 4 of this Prospectus, no shares, debentures, warrants, options, convertible securities or uncalled capital of our Company and our subsidiaries have been issued or are proposed to be issued as fully or partly paid-up, in cash or otherwise than in cash, during the Financial Years Under Review, and from 1 January 2024 up to the date of this Prospectus.
- (iv) Save for the Issue Shares reserved for subscription by 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 any of our subsidiaries.
- (v) As at the date of this Prospectus, none of the share capital of our Company or any of our subsidiaries is under option or agreed conditionally or unconditionally to be put under option.
- (vi) Save as disclosed in this Prospectus and save as provided under our Constitution as reproduced in Section 15.2 below and the Act, there are no other restrictions upon the holding or voting or transfer of our Shares.

15.2 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.

Words	Meaning
Act	Means the Companies Act 2016 and any statutory modification, amendment or re-enactment thereof, including any and every other sub-legislation for the time being in force made thereunder and any written law for the time being in force concerning companies and affecting the Company.
Board	Means the Board of Directors for the time being of the Company and where the context permits or requires, shall mean the Directors whose number is not less than the required quorum acting as a board of Directors.
Central Act	Depositories Means the Securities Industry (Central Depositories) Act 1991 and any statutory modification, amendment or re-enactment thereof for the time being in force.
Clause	Means a clause in this Constitution as originally framed or as altered from time to time by special resolution.

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Words	Meaning
CMSA	Means the Capital Markets and Services Act 2007 and any statutory modification, amendment or re-enactment thereof for the time being in force,
Company	Cuckoo International (MAL) Berhad [Registration No. 201401026804 (1102894-H)]
Constitution	Means this Constitution as originally framed or as may be altered from time to time by way of passing a special resolution.
Depository	Means Bursa Malaysia Depository Sdn Bhd [Registration No. 198701006854 (165570-M)] and includes its successors-in-title and permitted assigns.
Director	Means a director of the Company for the time being as defined in Section 2(1) of the CMSA, and includes his/her duly appointed alternate or nominee director.
Exchange or Bursa Securities	Means Bursa Malaysia Securities Berhad [Registration No. 200301033577 (635998-W)] and includes its successors-in-title and permitted assigns.
Listed	Means admitted to the Official List of Bursa Securities and “listing” shall be construed accordingly.
Listing Requirements	Means the Main Market Listing Requirements of Bursa Securities including any amendments to the same that may be made from time to time.
Member	Means any person whose name is entered in the Register of Members including Depositors whose names appear on the Record of Depositors except the Depository and/or its nominee company in its capacity as a bare trustee.
Promoter	In relation to a prospectus issued by or in connection with a corporation, means a promoter of the corporation who was a party to the preparation of the prospectus or of any relevant portion of the prospectus; but does not include any person by reason only of his acting in a professional capacity.
Rules	Means the Rules of the Depository and any appendices thereto as they may be amended or modified from time to time.
Secretary	Means any person or persons appointed to perform the duties as the secretary of the Company under Section 236 of the Act and shall include a joint, temporary, assistant or deputy secretary and any person appointed by the Directors to perform any of the duties of the secretary.
Security or Securities	Means securities as defined in Section 2 of the CMSA.
Shares	Means shares in the Company which include ordinary shares, preference shares or other type of shares that may be issued and allotted by the Company from time to time.

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15.2.1 Remuneration, Voting and Borrowing Powers of Directors

The provisions in our Constitution in respect of the remuneration, voting and borrowing powers of directors are as follows:

Remuneration

Clause 112 – Remuneration of Directors

“The fees and any benefits payable to the Directors from time to time, shall be subject to annual shareholder approval at general meeting 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:

- (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;
- (b) salaries payable to executive Directors shall not include a commission on or percentage of turnover.
- (c) fees and any benefits payable to Directors shall not be increased except pursuant to an ordinary resolution passed at a general meeting, where notice of the proposed increase has been given in the notice convening the meeting; and
- (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.”

Clause 113 – Reimbursement and Special Remuneration

- “(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.
- (2) If by arrangement with the Directors, any Director shall perform or render any special duties or services 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 as may be arranged/determined by the Board.”

Clause 146 – Directors May Appoint Managing Director and Term of Appointment

“The Directors may from time to time appoint any one or more of their body to be Managing Director or Managing Directors. Subject to Clause 104(1) and so far as the Act and the Listing Requirements allow, any such appointment shall be subject to reappointment and on such terms as they think fit. The Directors may confer upon such Managing Director or Managing Directors, such of the powers hereby vested in the Directors generally as they may think fit. The Managing Director or Managing Directors, or a person or persons performing the functions of a Managing Director, by whatever name called shall be subject to the control of the Board.”

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Clause 147 – Remuneration of Managing Director

“The remuneration of the Managing Director or Managing Directors shall subject to the terms of any agreement entered into in any particular case, 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. It may be a term of their appointment that they shall receive pension, gratuity or other benefits upon their retirement.”

Voting powers

Clause 128 – Quorum

“The quorum necessary for the transaction of the business of the Directors shall be two (2) of the Directors. A director is counted in the quorum in relation to a resolution although the director is not entitled to vote.”

Clause 129 – Proceedings of Meeting

“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.”

Clause 130 – Chairman Has Casting Votes

“Subject to Clause 88, the Chairman shall have a second or casting vote, EXCEPT where only two (2) Directors form a quorum, or where only two (2) Directors are competent to vote on the question at issue.”

Clause 133 – Chairman and Deputy Chairman

“The Directors may from time to time elect and remove a Chairman and Deputy Chairman of the Board and determine the period for which they are respectively to hold office. The Chairman so elected, or in his absence, the Deputy Chairman shall preside at all meetings of the Directors, but if no such Chairman or Deputy Chairman be elected, or if at any meeting the Chairman or Deputy Chairman be not present within fifteen (15) minutes after the time appointed for holding the same, the Directors present shall choose one of their number to act as Chairman of such meeting.”

Clause 135 - Directors Refrained from Voting in Interested Transactions

“A Director shall not vote or participate in any discussion regarding 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.”

Clause 137 - Director May Vote on The Giving of Security or Indemnity Where He is Interested

“Subject to Clause 138, a Director may vote in respect of:

- (a) any arrangement for giving the Director himself or any other Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

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- (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.

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."

Clause 109(1) – Alternate Directors

"A Director may appoint a person to act as his alternate, PROVIDED THAT such person is not an existing Director, such person does not act as an alternate for more than one Director, the appointment is approved by a majority of the other Members of the Board, and any fee paid by the Company to the alternate Director shall be deducted from that Director's remuneration. The alternate Director shall be entitled to receive notices of all meetings and to attend, speak and vote at any such meeting at which his appointor is not present. Any appointment so made may be revoked at any time by the appointor, and any appointment or revocation under this Clause shall be effected by notice in writing to be delivered to the Secretary of the Company. An alternate Director shall ipso facto cease to be an alternate Director if his appointor for any reason ceases to be a Director."

Borrowing powers

Clause 117 – Directors' Borrowing Powers

- "(1) To the extent that the Act, the Listing Requirements and the Constitution allow, 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 collateral 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 or its Subsidiary'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. Provided also that the Directors shall not issue any debt securities convertible to ordinary shares without the prior approval of the Company in meeting of Members.
- (2) The Directors shall cause a proper register to be kept in accordance with Section 60 of 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.
- (3) Subject to the Act, 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."

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15.2.2 Changes to share capital

The provisions in our Constitution in respect of changes in share capital are as follows:

Clause 10 – Authority of Directors to Allot Shares

- “(1) Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, and subject to the provisions of the Act, the Central Depositories Act, Listing Requirements, this Constitution and the provision of any resolution of the Company, the Directors are authorised, to:
- (a) allot shares or grant any rights to subscribe for shares, under an offer made to shareholders in proportion to the shareholders’ shareholdings;
 - (b) allot shares or grant any rights to subscribe for shares, on a bonus issue to shareholders in proportion to the shareholders’ shareholdings;
 - (c) allot shares to a Promoter of the Company which the Promoter has agreed to take;
 - (d) allot shares or grant any rights where shares are to be issued as consideration or part consideration for the Company to acquire shares or assets. Shareholders must be notified of the intention to issue such shares at least fourteen (14) days before the issuance of the shares.”

Clause 12 – Power to Issue Preference Shares

“The Company shall have power to issue preference shares which are liable, or at the option of the Company are to be liable (which are ranking equally with or in priority to preference shares already issued), to be redeemed by the Directors, subject to the provisions of the Act and this Constitution.”

Clause 15 – Purchase of Own Shares

“Subject to the provisions of the Act and the rules, regulations, orders, guidelines or requirements issued by the Exchange and/or any other relevant authority from time to time, the Company may by ordinary resolution purchase its own shares. Any shares in the Company, so purchased by the Company, shall be dealt with in accordance with the Act, the guidelines or requirements issued by the Exchange and/or any other relevant authority from time to time.”

Clause 60 – Increase of Share Capital

“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 issuance 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.”

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Clause 61- Issue of New Shares to Existing Members

“Subject to 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 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. For the avoidance of doubt, where approval of the Members is obtained in a general meeting for any issuance of shares or convertible Securities, including approvals obtained under Sections 75 and 76 of the Act, such approval shall be deemed to be a direction to the contrary given in general meeting which will render the pre-emptive rights above inapplicable. In any case and in respect of any issuance of shares or convertible Securities, the pre-emptive rights of Members are strictly as contained in the Constitution and accordingly, the provisions of Section 85 of the Act in respect of the pre-emptive rights to the new Shares shall not apply.”

Clause 62 – Alteration of Share Capital

“Subject to the applicable laws or requirements, the Company may from time to time alter its share capital by passing an ordinary resolution to:

- (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;
- (b) convert all or any of its paid-up shares into stock and may reconvert that stock into paid-up shares;
- (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;
- (d) cancel any shares, which at the date of the passing of the resolution, which 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; and
- (e) subject to the provisions of this Constitution and the Act, convert and/or reclassify any class of shares into any other class of shares.”

Clause 63 – Capital Reduction

“The Company may by special resolution, reduce its share capital in accordance with Section 115 of the Act.”

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15.2.3 Transfer of securities

The provisions in our Constitution in respect of the transfer of securities are as follows:

Clause 49 – Transfer of Securities

“The transfer of any Listed Securities or class of Listed Securities in the Company shall be by way of book entry by the Depository in accordance with the Rules and, notwithstanding Sections 105, 106 and 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 Listed Security.”

Clause 50 – Instrument of Transfer

- “(1) Every instrument of transfer (for any share not being a Deposited Security) must be delivered to the office of the Registrar accompanied by the certificate of the shares comprised therein (if any) 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 instrument of transfer which is executed and stamped, 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.
- (2) A fee not exceeding RM3.00 (excluding the stamp duty) or any amount as shall be determined from time to time by the Exchange may be charged for each transfer and shall if required by the Directors be paid before the registration thereof.”

Clause 51 – Person under Disability

“No share shall in any circumstances be transferred to any minor, bankrupt or person of unsound mind.”

Clause 52 – Refusal to Transfer and Notice of Refusal

- “(1) Subject to Section 106 and any other relevant provisions of the Act, the Directors may refuse or delay to register the transfer of a share, not being a Deposited Security, to a person of whom they shall not approve. The Central Depository may refuse to register any transfer of Deposited Securities if it does not comply with the Central Depositories Act or the Central Depositories Rules.
- (2) If the Directors passed a resolution to refuse or delay the registration of a transfer, they shall, within seven days of the resolution being passed, give to the lodging broker, transferor and the transferee written notice of the resolution setting out the refusal and the precise reasons thereof.”

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Clause 53 – Non-Liability of the Company, its Directors and Officers in Respect of Transfer

“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.”

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

The provisions in our Constitution in respect of the rights, preferences and restrictions attached to each class of securities relating to voting, dividend, liquidation and any special rights are as follows:

Clause 13 – Rights of Preference Shareholders

- “(1) Save as otherwise specifically provided for under this Constitution in respect of any particular class of preference shares and subject to the Act, 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.
- (2) Save as otherwise specifically provided for under this Constitution in respect of any particular class of preference share, preference shareholders shall only have the right to vote at any meeting convened for the following circumstances:
 - (a) on a proposal to reduce the share capital of the Company; or
 - (b) on a proposal for the disposal of the whole of the Company's property, business and undertaking; or
 - (c) on a proposal that affects their rights and privileges attached to the preference shares; or
 - (d) when the dividend or part of the dividend on the preference share is in arrears for more than six months; or
 - (e) on a proposal to wind-up the Company; or
 - (f) during the winding up of the Company; or
 - (g) any other circumstances as may be provided by the Act from time to time.
- (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.”

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Clause 25 – Modification of Rights

“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 of shares, the repayment of such preferred share capital or all or any of the rights and privileges attached to each class of shares may subject to the provisions of Section 91 of the Act, this Constitution and the provisions of any written law, be varied, modified, commuted, affected, abrogated or dealt with by special resolution. The special resolution shall be passed by at least three-fourth (3/4) of the holders of issued shares of that class at a separate meeting of the holders of that class.

All the provisions hereinafter contained as to general meetings shall mutatis mutandis apply to every such meeting except that the quorum shall be at least two (2) persons present holding or representing one third (1/3) of the issued shares of the class (excluding shares held as treasury shares) and for an adjourned meeting one person holding shares of such class.

Provided always that in the event of the necessary majority for such a special resolution not having been obtained in the manner aforesaid at the separate meeting, consent in writing may be secured from Members holding at least three-fourth (3/4) of the issued shares of the class within two (2) months from the date of the meeting, consent in writing if obtained shall have the force and validity of a special resolution duly carried at the meeting. To every such resolution the provisions of Section 91 of the Act, shall with such adaptations as are necessary apply.”

Clause 26 – Special Right to Any Class of Share

“The special rights attached to any class of shares having preferential rights shall not, unless otherwise expressly provided by the terms of issue of such shares, as regards participation in profits or assets of the Company in some or all respects be deemed to be varied by the creation or issuance of further shares ranking pari passu with that class of shares.”

Clause 89 – Vote of members

“Subject to any special rights or restrictions as to voting attached to any class or classes of shares by or in accordance with these Clauses, on a resolution to be decided on a show of hands, a holder of ordinary shares or preference shares who presents as a Member or a Member’s representative or proxy or attorney and entitled to vote, shall be entitled to one (1) vote on any question at any general meeting, and in the case of a poll, every Member present in person or by proxy or by attorney or other duly authorised representative, shall have one (1) vote for every share held by him. A person entitled to more than one (1) vote need not use all his votes or cast all the votes he uses on a poll in the same way.”

Clause 163 – Dividends in Proportion to Amounts Paid Up

“Subject to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of call shall be treated for the purposes of this Clause as paid up on the share. All dividends shall be apportioned and paid pro-rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid, except that if any share is issued on terms providing that it shall rank for dividend as if paid up (in whole or in part) as from a particular date, such share shall rank for dividend accordingly.”

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“The Directors may if they think fit from time to time pay to the Members such dividends as appear to the Directors to be justified by the profits of the Company bearing in mind the solvency of the Company. If at any time the share capital of the Company is divided into different classes, the Directors may pay such dividends in respect of those shares in the capital of the Company which confer on the holders thereof deferred or non-preferential rights as well as in respect of those shares which confer on the holders thereof preferential rights with regard to dividend and, provided that the Directors act bona fide, they shall not incur any responsibility to the holder of shares conferring any preferential rights for any damage that they may suffer by reason of the payment of a dividend on any shares having deferred or non-preferential rights. The Directors may also pay half-yearly, or at other suitable intervals to be determined by them, any dividend which may be payable at a fixed rate, if they are of the opinion that the profits justify the payment.”

Clause 191 – Distribution of assets in Specie

“If the Company is wound up (whether the liquidation is voluntary, under supervision, or by the Court), the liquidator may, with the sanction of a special resolution of the Company and subject to the Act, divide amongst the Members in specie or in kind the whole or any part of the assets of the Company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of any such assets, in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, thinks fit, but so that no Member shall be compelled to accept any shares or other Securities whereon there is any liability.”

15.3 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 and such Shares may not be traded on Bursa Securities.

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

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

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

Subject to Section 15.3 above and **Clauses 91 and 93** which have been reproduced below from our Constitution, there is no limitation on the right to own our Shares, including any limitation on the right of non-resident or foreign shareholders to hold or exercise voting rights on our Shares imposed by law or by our Constitution.

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“Any Member being of unsound mind or whose person or estate is liable to be dealt with in any way under the law relating to mental disorder, may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other legal guardian or such other person who has been properly appointed to manage his estate. Any one of such committee or other person may vote either by proxy or by attorney, provided such evidence, as the Directors may require of the authority of the person claiming to vote, shall have been deposited at the Office not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll, not less than twenty-four (24) hours before the time appointed for the taking of the poll.”

Clause 93 – Members in Default

“No Member shall be entitled to be present or to vote at any general meeting or to exercise any privilege as a Member nor be counted as one of the quorums unless all calls or other sums immediately payable by him in respect of shares in the Company have been paid.”

15.5 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION**15.5.1 Malaysia**

As at the LPD, there are no governmental laws, decrees, regulations or other requirements in Malaysia which may affect the repatriation of capital and the remittance of profit by our Company to our shareholders.

The Income Tax Act 1967 of Malaysia governs the taxation of income in Malaysia. All corporations in Malaysia are required to adopt single-tier dividends. Hence, all dividends distributed to our shareholders under a single tier dividend are not taxable. Further, the Malaysian government does not levy withholding tax on dividend payments. Therefore, the dividends to be paid to shareholders who are non-tax residents in Malaysia are not subject to withholding tax in Malaysia. There is no Malaysian capital gains tax arising from the disposal of listed shares.

Based on the recent 2025 Budget announcement, dividend tax at the rate of 2% is proposed to be imposed on annual chargeable dividend income exceeding RM100,000 received by individual shareholders (resident and non-residents) as well as individuals who hold shares through nominees with certain exemptions, effective from year of assessment 2025 (“**Dividend Tax**”). The Dividend Tax is pending the gazettment of the upcoming Finance Act.

15.5.2 Singapore

As at the LPD, there are no governmental laws, decrees, regulations or other requirements in Singapore which may affect the repatriation of capital and the remittance of profit by CUCKOO Singapore to our Company.

The Income Tax Act 1947 of Singapore governs the taxation of income in Singapore. All corporations in Singapore adopt a one-tier corporate tax system where the tax paid by a Singapore Resident company on its chargeable income is a final tax and all dividends paid by such company is not taxable under the shareholders. Further, the Singapore government does not levy withholding tax on dividend payments.

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15.6 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 Financial Years Under Review, and thereafter up to the date of this Prospectus:

15.6.1 Sale of business agreement dated 31 March 2021, as supplemented by an agreement dated 21 July 2021, for the sale and transfer of the business of Wonderlab Resources (M) Sdn Bhd to our Company

On 31 March 2021, our Company entered into a sale of business agreement with Wonderlab Resources (M) Sdn Bhd ("**Wonderlab Resources**") and Mak Foong Ling (as the legal and beneficial owner of the entire issued share capital of Wonderlab Resources) for the sale and transfer of the business of Wonderlab Resources to our Company for a total cash consideration of RM1,772,760.00.

The supplemental agreement set the effective date for the transfer and amalgamation of the business as 1 April 2021.

15.6.2 Sale and purchase agreement dated 5 September 2022 in respect of the acquisition of the property under Geran Mukim 67, Lot 831, Mukim Damansara, Daerah Petaling, Negeri Selangor

On 5 September 2022, our Company entered into a sale and purchase agreement with Mega Logistic Holdings (M) Sdn Bhd to acquire a piece of industrial land with a four-storey office building and a one-storey warehouse erected thereon known as Geran Mukim 67, Lot 831, Mukim Damansara, Daerah Petaling, Negeri Selangor measuring approximately 1.2141 hectares, which is now being used as our distribution hub, for a total cash consideration of RM55.5 million.

The sale and purchase agreement was completed on 9 February 2023.

15.6.3 12 sale and purchase agreements in respect of the acquisition of 12 strata parcels comprising our office at Level 13B, Subplace Boulevard, Pusat Komersil Vestland, No. 6, Jalan Juruanalisis U1/35, Seksyen U1, 40150 Shah Alam, Selangor

On 28 January 2022, our Company entered into 12 sale and purchase agreements with Sg. Besi Construction Sdn Bhd for the purchase of 12 strata parcels comprising our office at Level 13B, Subplace Boulevard, Pusat Komersil Vestland, No. 6, Jalan Juruanalisis U1/35, Seksyen U1, 40150 Shah Alam, Selangor for a total cash consideration of RM6.0 million.

The sale and purchase agreements were each completed on 2 November 2022.

15.6.4 Retail Underwriting Agreement dated [●]

[●]

15.6.5 Master Cornerstone Placement Agreement dated [●]

[●]

15. ADDITIONAL INFORMATION

15.7 MATERIAL LITIGATION

As at the LPD, our Group is not engaged in any material litigation or arbitration, either as plaintiff or defendant, which has a material adverse effect on the business or financial position of our Group, and our Directors confirm that there are no legal 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.

15.8 CONSENTS

The written consent of our Sole Principal Adviser, Managing Underwriter, Joint Underwriters, Joint Global Coordinators, Joint Bookrunners, legal advisers, Company Secretaries, 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, the Accountants' Report and the Reporting Accountants' letter on the pro forma consolidated statement of financial position of our Group as at 31 December 2023 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 Frost & Sullivan 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.

15.9 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents may be inspected at our registered office at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur Wilayah Persekutuan 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 15.6 of this Prospectus;
- (iii) the audited consolidated financial statements of our Company and our subsidiaries for the FYE2021, FYE2022 and FYE2023;
- (iv) the Reporting Accountants' letter on the pro forma consolidated statement of financial position of our Group as included in Section 14 of this Prospectus;
- (v) the Accountants' Report as included in Section 13 of this Prospectus;
- (vi) the IMR Report as included in Section 8 of this Prospectus; and
- (vii) the letters of consent referred to in Section 15.8 of this Prospectus.