

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 Section 4.2.5 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 the IPO Shares reserved for subscription by the Eligible Persons as disclosed in Section 4.2.2 of this Prospectus and the ESOS as disclosed in Section 4.2.5 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) Save for the ESOS as disclosed in Section 4.2.5 of this Prospectus, 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 our Company or any of our subsidiaries or upon the declaration or payment of any dividend or distribution thereon.

14.2 EXTRACTS OF OUR CONSTITUTION

The following provisions are extracted from our Constitution. The description below is only a summary and is qualified in its entirety by reference to our Constitution and by applicable law. The words, terms and expressions appearing in the following provisions shall bear the same meanings used in our Constitution unless they are otherwise defined or the context otherwise requires.

Words	Meaning
"Act"	the Companies Act, 2016 and any statutory modification, amendment or re-enactment thereof and any other legislation for the time being in force made thereunder
"Applicable Laws"	all laws, by-laws, regulations, rules, orders and/or official directions for the time being in force affecting the Company and its subsidiaries, including but not limited to the Act, the applicable securities laws, the Listing Requirements and every other law for the time being in force concerning companies and affecting the Company and any other directives or requirements imposed on the Company by the Companies Commission of Malaysia, Securities Commission Malaysia and/or other relevant regulatory bodies and/or authorities
"Board" and "Board of Directors"	the Board of Directors for the time being of the Company

14. ADDITIONAL INFORMATION *(Cont'd)*

“Central Depositories Act”	the Securities Industry (Central Depositories) Act 1991 and any statutory modification, amendment or re-enactment thereof and every other legislation made thereunder for the time being in force
“Company”	HARPS HOLDINGS BHD (Registration No. 201501007748 (1133082-W))
“Depository”	Bursa Malaysia Depository Sdn. Bhd. (Registration No. 198701006854 (165570-W)) or such other name by which it shall be known from time to time
“Directors”	the directors for the time being of the Company (inclusive alternate or nominee Directors)
“Exchange”	Bursa Malaysia Securities Berhad ((Registration No. 200301033577 (635998-W)) and its successors-in-title
“Listing Requirements”	Main Market Listing Requirements of the Exchange as may be modified or amended from time to time
“Member”	<p>(a) A person whose name is entered in the Register as the holder for the time being of one or more shares in the Company; and/or</p> <p>(b) A depositor who will be treated as if he were a member pursuant to Section 35 of the Central Depositories Act but excludes the Central Depository in its capacity as a bare trustee</p> <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>
“Officer(s)”	any Director, Secretary or employee of the Company
“Record of Depositors”	a record provided by the Depository to the Company under Chapter 24.0 of the Rules of the Depository
“Register”	the Register of Members to be kept pursuant to the Act, and unless otherwise expressed to the contrary, includes the Record of Depositors
“Rules of Depository” or “Rules”	the Rules of the Depository as defined under the Central Depositories Act and any appendices thereto 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”	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

14. ADDITIONAL INFORMATION (Cont'd)**14.2.1 Remuneration of Directors****Clause 24.1 – Directors' remuneration**

"Subject to this Constitution, the fees and benefits payable to the Directors shall from time to time be determined annually by an ordinary resolution of the Company in general meeting provided always that:

- (a) fees payable to non-executive Directors in the Company shall be a fixed sum and shall not be payable by a commission on or percentage of profits or turnover;
- (b) remuneration and other emoluments (including bonus, benefits or any other emoluments) payable to executive Directors who hold an executive office in the Company pursuant to a contract of service need not be determined by the Company in general meeting but such remuneration and emoluments may not include a commission on or a percentage of turnover;
- (c) fees and benefits payable to Directors shall be subject to annual shareholders' approval at a general meeting; and
- (d) any fee and benefits paid to an alternate Director shall be agreed between him and the Director nominating him and shall be paid out of the remuneration of the latter."

Clause 24.2 – Reimbursement of expenses

"The Directors may be paid all travelling, hotel and other reasonable expenses, properly and reasonably incurred by them in the execution of their duties including any such expenses incurred in connection with attending and returning from meetings of the Directors or any committee of Directors or general or other meetings of the Company or in connection with the business of the Company in the course of the performance of their duties as Directors."

Clause 24.3 – Special Remuneration

"The Directors may grant special remuneration to any Director who (on request by the Directors) is willing to:

- (a) render any special or extra services to the Company; or
- (b) to go or reside outside his country of domicile or residence in connection with the conduct of any of the Company's affairs.

Such special remuneration may be paid to such Director in addition to or in substitution for his ordinary remuneration as a Director, and may be paid in a lump sum or by way of salary, or by a percentage of profits, or by all or any of such methods but shall not include (where such special remuneration is paid by way of salary) a commission on or a percentage of turnover."

14.2.2 Voting and borrowing powers of Directors**Clause 27.1 – General borrowing powers**

"Except as provided by Clause 27.2, the Directors may subject to the Act and Listing Requirements, exercise all the powers to do all or any of the following for any debt, liability, or obligation of the Company or of any third party:

- (a) borrow money from any person, bank, firm or company;

14. ADDITIONAL INFORMATION (Cont'd)

- (b) to mortgage or charge its undertaking, property and uncalled capital, or any part thereof;
- (c) to issue debentures and other securities, whether outright or as security for any debt, liability or obligation of the Company, its subsidiaries or any other party;"

Clause 27.2 – Restrictions on borrowings

"The Directors shall not borrow any money or mortgage or charge any of the Company's or its subsidiaries' 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."

Clause 27.3 – Register of charges

"The Directors shall cause proper register to be kept in accordance with the provisions of the Act of all charges specifically affecting the property of the Company and all floating charges on the undertaking or any property of the Company and shall duly comply with the requirements of the Act in regard to the registration of charges therein specified and otherwise."

Clause 30.8 – Restriction on voting

"Subject to the Act, a Director shall not participate in any discussion or vote in respect of any contract or proposed contract or arrangement in which he has directly or indirectly an interest (and if he shall do so his vote shall not be counted) nor shall his vote be counted for the purpose of any resolution regarding the same."

Clause 30.9 – Relaxation or restriction on voting

"A Director notwithstanding his interest may be counted in the quorum present at any meeting where he or any other Director is appointed to hold any office or place of profit under the Company or where the Board resolves to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to appoint or concur in the appointment of a Director to hold any office or place of profit under any other company, or where any decision is taken upon any contract or arrangement in which he is in any way interested."

Clause 30.10 – Power to vote

"Subject to Clause 30.9, 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
- (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 security."

14.2.3 Alterations to constitutional documents**Clause 50.1 – Alteration of Constitution**

"Subject to the provisions of the Act, the Listing Requirements and this Constitution, no amendment whether by way of rescission, alteration or addition shall be made to this Constitution unless the same has been passed by a special resolution."

14. ADDITIONAL INFORMATION (Cont'd)**14.2.4 Alteration of capital and variation of class rights****Clause 16.1 – Power to alter capital**

The Company may, by ordinary resolution:

- (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 subdivided share is derived; or
- (b) cancel any shares which at the date of the passing of the resolution 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;
- (c) subject to the provisions of this Constitution and the Act, convert and/or reclassify any class of shares into another class of shares; and/or
- (d) subdivide its shares or any of the shares, such that whatever 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 shares is derived.

Anything done in pursuance of this Clause shall be done in the manner provided herein and subject to any conditions imposed by the Act, in so far as they shall be applicable, and, so far as they shall not be applicable, in accordance with the terms of the resolution authorising the same, and, so far as such resolution shall not be applicable, in such manner as the Directors deem most expedient.”

Clause 3.1 – Variation of class rights

“If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may (subject to Section 90 of the Act and whether or not the Company is being wound up) be varied or abrogated:

- (a) with the consent in writing of the holders of not less than seventy-five per centum (75%) of the total voting rights of the Members in that class; or
- (a) by a special resolution passed at a separate general meeting of the holders of the shares of that class.

The provisions of the Act and this Constitution relating to meetings of Members shall mutatis mutandis apply to a meeting of holders of a class of shares convened to sanction a variation of class rights but so that the necessary quorum:

- (a) for a meeting other than an adjourned meeting shall be two (2) persons present or representing by proxy holding at least one-third (1/3) of the issued shares of that class (excluding any shares of that class held as treasury shares) and that any holder of shares of that class present in person or by proxy may demand a poll; and
- (b) for an adjourned meeting shall be one (1) person present or representing by proxy holding shares of such class.

To every such special resolution, Section 292 of the Act shall apply with such adaptations as are necessary.”

14. ADDITIONAL INFORMATION (Cont'd)**Clause 3.2 – Alteration of rights by issuance of new shares**

"The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or in all respects *pari passu* therewith."

Clause 3.3 – New issues of Securities

"All new issues of Securities for which listing is sought shall be made by way of crediting the Securities Accounts of the allottees or entitled persons with such Securities, save and except where the Company is specifically exempted from complying with Section 38 of the Central Depositories Act, in which event it shall be so similarly be exempted from compliance with this Clause. For this purpose, the Company shall notify the Depository of the names of the allottees or entitled persons together with all such particulars as may be required by the Depository, to enable the Depository to make the appropriate entries in the Securities Accounts of such allottees or entitled persons. Notwithstanding this Constitution, the Company shall comply with the provisions of the Central Depositories Act and the Rules in all matters relating to the prescribed Securities."

14.2.5 Voting rights (generally and on a poll) and rights to demand a poll**Clause 20.16 – Voting by show of hand**

"At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless:"

Clause 20.16(a) – Voting by poll

- (a) voting by poll is required by the Listing Requirements or other Applicable Laws, rules and regulations; or

Clause 20.16(b) – Demand for poll

- (b) a poll is (before or on the declaration of the result of the show of hands or on the withdrawal of any other demand for a poll), demanded -
- (i) by the chairman of the meeting; or
 - (ii) by at least three (3) Members having the right to attend and vote at the meeting in person or by proxy or by attorney or in the case of corporation, a duly authorised representative; or
 - (iii) by a Member or Members having the right to attend and vote at the meeting in person or by proxy, representing at least one-tenth (1/10) of the total voting rights of all the Members having the right to vote at the meeting; or
 - (iv) by a Member or Members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to at least one-tenth (1/10) of the total sum paid on all the shares conferring that right, and a demand by a person as proxy for or attorney of a Member (whether individual, corporate or otherwise) or as duly authorised representative for a corporate Member shall be the same as a demand by the Member.

14. ADDITIONAL INFORMATION (Cont'd)

Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company and signed by the chairman shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

14.2.6 Transfer of Shares**Clause 4.9 – Renunciation**

“Subject to the provisions of this Constitution, Listing Requirements, the Central Depositories Act and the Rules, the Directors may at any time after the allotment of any share but before any person has been entered in the Register 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 9.1 – Transfer of shares and instrument of transfer

Subject to the restrictions imposed by this Constitution, the Listing Requirements and the provisions of any written law and all rules and regulations made thereunder including the Central Depositories Act and the Rules (with respect to the transfer of Deposited Security), listed securities shall be transferable, but every transfer must be in writing and in such form prescribed and approved by the Exchange, or such form as may from time to time be prescribed under the Act or approved by the Exchange or such authorities of the stock exchange on which the Company's securities are listed.

Clause 9.2 – Transfer of Securities by way of book entry

The transfer of any listed securities or class of listed securities of the Company shall be made 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 the listed securities.

Clause 9.8 – Closure of register

Subject to the Rules, the Register 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 calendar year. The Company shall before it closes such register:

- (a) give notice of such intended book closure (in the case of the Register) in accordance with Section 55 of the Act; and
- (b) give notice of such intended closure to the Exchange for such period as prescribed by the Exchange or any relevant governing laws and/or guidelines before the intended date of such closure including in 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. ADDITIONAL INFORMATION (Cont'd)**Clause 9.10 – No liability of Directors etc**

Subject to the Act, Central Depositories Act and the Rules, every entry in the Register, purporting to have been made on the basis of an instrument of transfer or other document in good faith by the Company, shall be conclusively deemed to have been duly and properly made including (without limitation) where:

- (a) the instrument of transfer or other document is obtained or created fraudulently or is otherwise void, voidable or otherwise unenforceable; or
- (b) the Company or any of its Directors or Officers may have notice that such instrument of transfer was signed, executed and/or delivered by the transferor or other authorised person in blank as to the name of the transferee or the particulars of the securities transferred or otherwise made defectively,

and any person who becomes the registered holder of any securities by reason of any such entry shall be entitled to be recognised as the registered holder of such securities, and the Company, its Directors and/or other Officers shall not be liable to any person by reason of any such entry being made.

Clause 9.11 – No liability of the Company, Directors and Officers

Neither the Company nor any of its Directors or any of its Officers shall be liable for any transfer of securities effected by the Depository.

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

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 is fixed, failing which our Share Registrar will be required to transfer his Shares to the Minister of Finance and such Shares may not be traded on Bursa Securities.

Dealing in our Shares deposited with Bursa Depository may only be effected by a 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.

Subject to the 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.

14.4 REPATRIATION OF CAPITAL, REMITTANCE OF PROFIT AND TAXATION

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 Malaysian 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 gain tax arising from the disposal of listed shares.

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

14. ADDITIONAL INFORMATION (Cont'd)**14.5 MATERIAL CONTRACTS**

Our Group has not entered into any material contracts that are not in the ordinary course of our business within the period covered by the historical financial information as disclosed in this Prospectus up to the date of this Prospectus save for four sale and purchase agreements all dated 1 November 2018 between Central Medicare and Everise Project Sdn Bhd for the purchase of four parcels of office units located at Level 8 of an office tower known as Tower 3 UOA Business Park and held under Master Title H.S.(D) No. 280929 PT 2957 in Mukim Bandar Glenmarie, Daerah Petaling, Negeri Selangor for a total cash consideration of RM6,905,200.00. The respective sale and purchase agreements were completed on 8 August 2019. See Annexure B of this Prospectus for more details of the above properties.

14.6 MATERIAL LITIGATIONS

As at the LPD, we are not engaged in any governmental, legal or arbitration proceedings, including those relating to bankruptcy, receivership or similar proceedings which may have or have had, material or significant effects on our financial position or profitability, in the 12 months immediately preceding the date of this Prospectus.

14.7 CONSENTS

The written consents of the Principal Adviser, Financial Adviser, Legal Advisers, Joint Global Coordinators, Joint Bookrunners, Managing Underwriter, Joint Underwriters, Share Registrar, Issuing House and company secretaries as listed in the Corporate Directory of this Prospectus for 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 Crowe for the inclusion of its name, the Accountants' Report and the Reporting Accountants' letter on the Pro Forma Consolidated Statements of Financial Position as at 31 December 2020, 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 Vital Factor for the inclusion of its name, the IMR Report 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.

14.8 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 14.5 of this Prospectus;
- (iii) our audited consolidated financial statements for FYE 31 December 2018, FYE 31 December 2019 and FYE 31 December 2020;
- (iv) audited financial statements of each of our subsidiaries for FYE 31 December 2018, FYE 31 December 2019 and FYE 31 December 2020;
- (v) Reporting Accountants' letter on the Pro Forma Consolidated Statements of Financial Position as at 31 December 2020 as included in Section 12.4 of this Prospectus;
- (vi) Accountants' Report as included in Section 13 of this Prospectus;

14. ADDITIONAL INFORMATION *(Cont'd)*

- (vii) IMR Report as included in Section 8 of this Prospectus;
- (viii) letters of consent referred to in Section 14.7 of this Prospectus; and
- (ix) By-Laws as included in Annexure C of this Prospectus.

14.9 RESPONSIBILITY STATEMENTS

Our Directors, the Promoters 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, being the Principal Adviser, Joint Global Coordinator and Joint Bookrunner for the Institutional Offering and Managing Underwriter and Joint Underwriter for the Retail Offering in relation to our IPO, acknowledges that, based on all available information, and to the best of its knowledge and belief, this Prospectus constitutes a full and true disclosure of all material facts concerning our IPO.