

Company No.

200701032867 (790895-D)

THE COMPANIES ACT, 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

AIA BHD.

COMPANY NO. 200701032867 (790895-D)

Incorporated on the 4th day of October, 2007

(Incorporating all amendments made up to 8 October 2021)



SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

BORANG 13
AKTA SYARIKAT 1965

[Seksyen 23(2)]

No. Syarikat

790895	D
--------	---

**PERAKUAN PEMERBADANAN ATAS PERTUKARAN
NAMA SYARIKAT**

Dengan ini diperakui bahawa

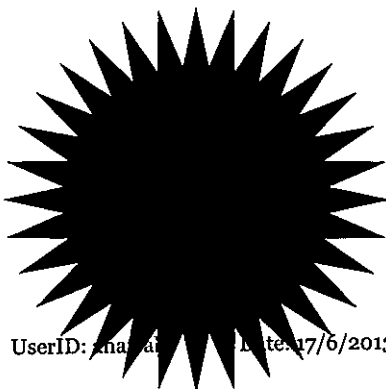
AMERICAN INTERNATIONAL ASSURANCE BHD.

yang telah diperbadankan di bawah Akta Syarikat 1965, pada
04 haribulan Oktober 2007, sebagai sebuah syarikat awam,
pada 17 haribulan Jun 2013 telah menukar namanya kepada

AIA BHD.

dan bahawa syarikat ini adalah sebuah syarikat awam
dan adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur
pada 17 haribulan Jun 2013.



**NOORLIDA HANIM BINTI AHMAD
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA**

UserID: nana... Date: 17/6/2013 12:03:02 PM



SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

BORANG 23
AKTA SYARIKAT 1965

[Seksyen 52(3)]

No. Syarikat

790895	D
--------	---

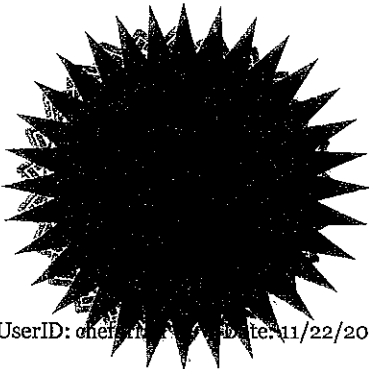
**PERAKUAN DI BAWAH SEKSYEN 52 (3)
AKTA SYARIKAT, 1965, BAHAWA SESEBUAH SYARIKAT
ADALAH BERHAK MEMULAKAN PERNIAGAAN**

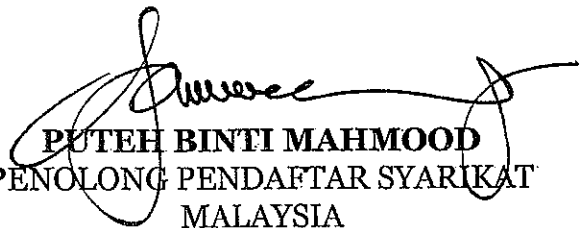
Saya, PUTEH BINTI MAHMOOD, Penolong Pendaftar Syarikat, dengan ini memperakui bahawa

AMERICAN INTERNATIONAL ASSURANCE BHD.

telah, pada hari ini menyerahkan kepada saya Akuan Berkanun yang dikehendaki di bawah peruntukan-peruntukan Seksyen 52 (2) (c) Akta Syarikat, 1965 dan bahawa syarikat tersebut adalah berhak memulakan perniagaan dan menjalankan kuasa meminjamnya.

Diberi di bawah tandatangan saya pada 22 haribulan November 2007.




PUTEH BINTI MAHMOOD
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA

UserID: chief... Date: 11/22/2007 3:24:52 PM



SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

BORANG 8
AKTA SYARIKAT 1965

[Seksyen 16(4)]

No. Syarikat

790895	D
--------	---

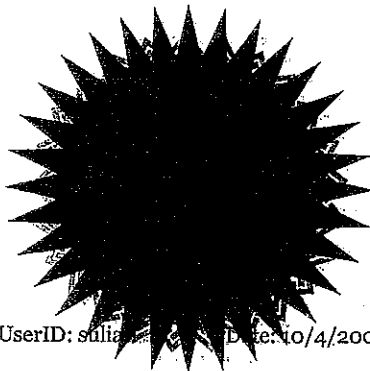
PERAKUAN PEMERBADANAN SYARIKAT AWAM

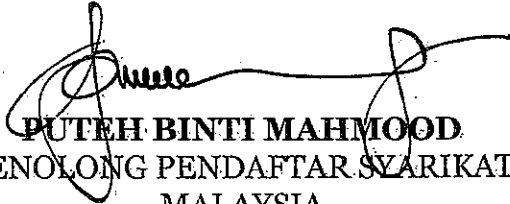
Dengan ini diperakui bahawa

AMERICAN INTERNATIONAL ASSURANCE BHD.

telah diperbadankan di bawah Akta Syarikat 1965, pada dan mulai dari 04 haribulan Oktober 2007 dan bahawa syarikat ini adalah sebuah syarikat berhad menurut syer.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur pada 04 haribulan Oktober 2007.




PUTEH BINTI MAHMOOD
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA

UserID: sullivan Date: 10/4/2007 3:59:47 PM

Company No.

200701032867 (790895-D)

THE COMPANIES ACT, 2016

MALAYSIA

PUBLIC COMPANY LIMITED BY SHARES

CONSTITUTION

OF

AIA BHD.

COMPANY NO. 200701032867 (790895-D)

1. The name of the Company is **AIA BHD.**
2. The registered office of the Company will be situated in Malaysia.
3. The objects for which the Company is established are:
 - (1) To carry on all or any kinds of life assurance, insurance, indemnity or guarantee business in all or any of its respective branches and whether of a kind now known or hereafter derived.
 - (2) To carry on the business of life insurance of all classes payable upon the happening of all or any of the following events, namely, the death or marriage, or birth or failure to issue of, or the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of any contingency or event which would or might be taken to affect the interest (whether in possession, vested, contingent, expectant, prospective or otherwise) of any person or persons in any property, or the loss or recovery of contractual or testamentary capacity in any person or persons.
 - (3) To grant annuities of all kinds whether dependent on human life or otherwise and whether perpetual or terminable and whether immediate or deferred and whether contingent or otherwise.
 - (4) To grant assurances of all kinds for the payment of money by way of single payment or several payments, or by way of annuities, or otherwise, upon the happening of personal injuries caused by accident of any description, or upon the happening of sickness or bodily and mental incapacity, and generally to carry on the business of accident insurance in all its branches.

Company No.

200701032867 (790895-D)

- (5) Generally to carry on and transact every kind of guarantee business, and every kind of indemnity business, and every kind of counter guarantee and counter indemnity business, and all kinds of insurance business, and in particular without prejudice to the generality of the foregoing words, to carry on aviation, employers' liability, workmen's compensation, disease, sickness, burglary and robbery, theft, and fidelity insurance.
- (6) To contract with leaseholders, borrowers, lenders, annuitants and others for the establishment, accumulation, provision, and payment of sinking funds, redemption funds, depreciation funds, renewal funds, endowment funds, and any other special funds, and that either in consideration of a lump sum, or of an annual premium, or otherwise, and generally on such terms and conditions as may be arranged.
- (7) To purchase and deal in and lend on reversionary and other interests in property of all kinds, whether absolute or contingent or expectant, and whether determinable or not and to acquire, lend money on, redeem, cancel, or extinguish by purchase, surrender, or otherwise, any policy, security, grant, or contract issued, made, or taken over or entered into by the Company.
- (8) To lend and advance money upon or without security, including the lending of money upon policies issued by the Company or in respect of which it is liable, and to apply any of the funds of the company in buying up, canceling, extinguishing, or obtaining a release from any policy, contract or liability, and to lend money with or without security and generally to such persons, firms or corporations and upon such terms and conditions as the Company may think fit.
- (9) To reassure or reinsure, or counter-assure or counter-insure all or any risks, and to undertake all kinds of reinsurance and counter-assurance connected with any of the business aforesaid.
- (10) To give to any class or section of those who assure or insure or have other dealings with the Company, any rights over or in relation to any fund or funds, or a right to participate in the profits of the Company, or in the profits of any particular branch or part of its business, or any other special privileges, advantages or benefits.
- (11) To pay, satisfy, or compromise any claims made against the Company in respect of any policies or contracts granted by, dealt in, or entered into by the Company which claims the Company may deem it expedient to pay, satisfy or compromise notwithstanding that the same may not be valid in law.
- (12) To effect as agents for other assurances of every kind and against every and any contingency.
- (13) To guarantee, provide, prepare and supply medical and surgical aid and treatment, or any other assistance in illness, and all remedies and requisites in case of accident or illness to any person, or the family and household of any

Company No.

200701032867 (790895-D)

person, whom the Company insures, or to any person dwelling or staying in the house of such person insured, or to horses, cattle and other animals.

- (14) To rebuild, repair, replace or reinstate, houses, buildings, machinery, and every other description of property which may be insured by the Company, and to carry on any kind of business necessary or expedient for any such purposes.
- (15) To negotiate loans and to act as agents for the loan, payment transmission, investing and collection of money, and for the management and realization of property, and generally to transact all kinds of agency business.
- (16) To issue on commission, subscribe for, take, acquire, underwrite and deal in stocks, shares, mortgages, bonds, obligations, and securities of all kinds, and generally to carry on business as capitalists and financiers.
- (17) To acquire and hold shares, stock, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company incorporated constituted or carrying on business in Malaysia or elsewhere, and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, in any part of the world, but so that no investment involving unlimited liability will be deemed to be hereby authorized.
- (18) To offer for public subscription any shares or stocks in the capital of, or debentures or debenture stock or other securities of, or otherwise to establish, or promote or concur in establishing or promoting any company, syndicate, association, partnership, undertaking, or public or private body, and to guarantee the payment of dividends or interest on any stocks, shares, debentures, or other securities issued by, or any other contract or obligation of any such company, syndicate, association, partnership, undertaking or public or private body.
- (19) To take part in the conversion of business concerns and undertakings into companies, or in the management, supervision or control of the business or operations of any company or undertaking, and for that purpose to appoint and remunerate any directors accounts or other experts or agents, and to employ independent experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings, and generally of any assets, property and rights.
- (20) To contribute to the funds of societies, institutions or establishments which effect or promote the spread of science, and the practical application thereof to public or private use.
- (21) To accumulate capital for any of the purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally and for such or any other purposes of the

Company No.

200701032867 (790895-D)

Company to place any portion of the Company's property in the names or under the control of trustees, and to admit any class or section of those who insure or have any dealings with the Company to any share in the profits of the Company or in the profits of any particular branch of the Company's business or to any other special rights, privileges, advantages or benefits.

- (22) to undertake and execute any trusts the undertaking whereof may seem desirable, and to transact all kinds of trust and agency business and also to undertake the office of executor administrator, receiver, committee, curator, guardian, treasurer, or registrar and to keep for any company, government authority, or body, and register relating to any stocks, funds, shares or securities, or to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise, and to carry on any other business which may seem to the Board capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or render profitable or more profitable any of the Company's property or rights.
- (23) To purchase, take on lease or in exchange, hire or otherwise acquire and to hold, sell, exchange, let, lease, turn to account, dispose of and deal in movable and immovable property of all kinds, and in particular lands, buildings, and easements, shipping, ship-building, aeronautic, agricultural, manufacturing, mining, industrial, and other business concerns and undertakings, mortgages, charges annuities, patents, patent rights, trade marks, copyrights, licences, or any secret or other process or information as to any invention or otherwise, stocks, funds, shares, debentures, securities, tolls grants, charters, concessions, leases, contracts, options, policies, book debts and claims, and any interest in movable or immovable property, and any claim against such property or against any person or company, and to finance and carry on any business concern or undertakings so acquired.
- (24) To draw, accept and make, and to indorse, discount and negotiate bills of exchange and promissory notes and other negotiable instruments.
- (25) To borrow or raise money with or without security and to secure the payment of money or the performance of obligations for the purposes of the Company in such manner, and upon such terms as may seem expedient, and in particular by the issue of bonds, mortgage or other debentures or debenture stock, or other securities, perpetual or otherwise, or by mortgages, scrip certificates, bills of exchange or promissory notes, or by any other instrument or in such other manner as may be determined, and for any such purposes to charge all or any part of the undertaking and property of the Company, both present and future, including its uncalled capital, and either with or without participation in profits or voting power.
- (26) To receive monies on deposit, account, current or otherwise with or without allowance of interest thereon and to receive on deposit title deeds and other securities.

Company No.

200701032867 (790895-D)

- (27) To invest the monies of the Company not immediately required upon such securities (other than in the shares of the Company) and in such manner as from time to time may be determined.
- (28) To establish agencies (or local boards) in any country and to regulate and discontinue the same.
- (29) To provide for the welfare of persons in the employment of the Company, or formerly engaged in any business acquired by the Company, and the wives, widows, and families of such persons, by grants of money pensions or other payment and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance, and other assistance, as the Company thinks fit, and to form, subscribe to or otherwise any benevolent, religious, scientific, national or other institutions or objects, which has any moral or other claim to support or aid by the Company by reason of the locality of its operations or otherwise.
- (30) From time to time to subscribe or contribute or give prizes or awards to any charitable benevolent or useful object of a public character, the support of which will, in the opinion of the Company, tend to increase its reputation or popularity among the employees, its customers or the public.
- (31) To enter into and carry into effect any arrangement for joint working in business, or for sharing in profits or for amalgamation with any other Company, or any partnership or person, carrying on business within the objects of this Company.
- (32) To establish, promote and otherwise assist, any company or companies for the purpose of furthering any of the objects of the Company.
- (33) To sell, dispose of or transfer the business and undertaking of the Company or any part thereof for any consideration which the Company may see fit to accept.
- (34) To pay for any services rendered to and any property or right acquired by the Company in such manner as may seem expedient, and in particular by the issue of shares or securities of the Company, credited as fully or partly paid up.
- (35) To maintain, repair, build upon, alter, improve, extend, manage, develop, sell, lease, exchange, let on hire, mortgage or otherwise deal with the whole or any part of the property and assets at any time acquired, possessed or controlled by the Company.
- (36) To develop and turn to account any land acquired by the Company or in which it is interested, and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, fitting up, and improving buildings, and conveniences, and by planting, paving, draining, farming, cultivating, and letting on building lease

Company No.

200701032867 (790895-D)

or building agreement, and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.

- (37) To make such deposits with any Government or State or public body as the laws or regulations of any such Government or State or public body may require.
- (38) To distribute in specie or otherwise as may be resolved any assets of the Company among its members, and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of the Company.
- (39) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees, or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (40) To pay out of the funds of the Company all, or any part of the expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Company or of any other company promoted, formed, established or registered by or on behalf of the Company, and all commission, brokerage, discount underwriting and where expenses lawfully payable which may be deemed necessary for taking, placing or underwriting all or any of the shares or debentures or other obligations of the Company or of any company so promoted, formed, established or registered by the Company.
- (41) To enter into—
 - (a) interest rate swaps, currency swaps, cross-currency swaps, rate protection agreements, caps, collars, floors, interest rate options, and foreign exchange transactions, swap options and similar transactions of whatsoever nature; and
 - (b) hedging and risk management arrangement of whatsoever nature.
- (42) To carry on any other business which may be to the Company capable of being conveniently carried on in connection with any of the above or calculated directly or indirectly to enhance the value of or render profitable to the Company's property and rights.
- (43) To transfer to or otherwise cause to be vested in the Company or persons all or any of the lands and properties of the Company, to be held in trust for the Company or such trust for working, developing or disposing of such items as may be considered expedient.
- (44) Unless expressly excluded or modified herein or by the Company's Constitution, to exercise each and every one of the powers set forth in the Companies Act, 2016.

Company No.

200701032867 (790895-D)

- (45) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the members is limited.
5. Subject always to the respective rights, terms and conditions mentioned herein, the Company will have the power to increase or reduce the capital, to consolidate or sub-divide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any additional capital as fully paid or partly paid shares, and with any special or preferential rights or privileges, or subject to any special terms or conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate or deal with any such rights, privileges, terms, conditions or designations in accordance with the regulations for the time being of the Company.

INTERPRETATION

6. In this Constitution, the words standing in the first column below will bear the meanings set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:

WORDS	MEANINGS
Act	the Companies Act 2016 or any statutory modification, amendment or re-enactment thereof for the time being in force and all subsidiary legislation made thereunder;
associated company	any company which is deemed to be related to the Company in terms of Section 7 of the Act or which, in the opinion of the Directors, can properly be otherwise regarded as being connected with the Company;
Board	the board of Directors of the Company, the minimum composition of which shall be in accordance with the requirements of the FSA or any guidelines, circulars or notices issued under any of them;
Business Day	any day other than a Saturday, Sunday or a day which is a public holiday in Kuala Lumpur;
Chief Executive Officer	means an individual, who either individually or jointly with one or more other persons, is responsible, subject to the authority of the Directors, for the conduct of the business and the administration of the Company;
Company	AIA Bhd.;

Company No.

200701032867 (790895-D)

Constitution	This Constitution as originally framed or as altered from time to time by Special Resolution.
Directors	the directors for the time being of the Company as a body or a quorum of the directors present at a meeting of the Directors;
Executive Director	any director, including a Chief Executive Officer, who has been or is engaged substantially whole-time in the business of the Company or of any associated company or partly in one and partly in another;
FSA	means the Financial Services Act 2013 or any statutory modification or re-enactment thereof for the time being in force;
in writing	written, printed or lithographs or visibly expressed in all or any of these or any other modes of representing or reproducing words;
Member	any person/persons currently holding shares in the Company and whose names appear in the Register of Members;
month	a calendar month;
Record Date	in relation to any dividends, rights, allotments and other distributions, the date on which the shareholders must be registered in order to participate in such dividends, rights, allotments or other distributions;
Office	the registered office of the Company;
Register of Members	the register of members to be kept pursuant to the Act;
Seal	the common seal of the Company;
Securities	include shares, debentures, stocks or bonds issued or proposed to be issued and includes any right, option or interest in respect thereof;
Secretary	the Secretary of the Company appointed by the Directors under this Constitution; and
Statutes	the Act and every other act for the time being in force concerning joint stock companies and affecting the Company.

Company No.

200701032867 (790895-D)

Words importing the singular number includes the plural number and vice versa.

Words importing the masculine gender includes the feminine gender. Words importing persons includes corporations.

Subject as aforesaid, any words or expression defined in the statutes or this Constitution will, except where the subject or context forbids, bear the same meaning in the Act.

BUSINESS

- 7(1) Any branch or kind of business which by this Constitution, is either expressly or by implication authorised to be undertaken by the Company, may be undertaken by the Directors at such time as they think fit.
- 7(2) The Office will be at such place in Malaysia as the Board from time to time appoints.
- 7(3) No part of the Company's funds must be employed in the purchase of or in loans upon the security of any shares in the Company. Except as provided by law and this Constitution, the Company must not give any financial assistance for the purpose of or in connection with the purchase of or subscription for any shares in the Company.

SHARES

- 8 The Company may, with the consent of the Members -
- (a) increase or reduce its share capital;
 - (b) issue any part of its share capital, original, or increased, with or without any preference, priority or special privilege; or
 - (c) subject to any postponement of rights, or to any conditions or restrictions, issue preference capital, ranking equally with or in priority to preference shares already issued.

Unless the conditions of issue otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, will be subject to the provisions of this Constitution.

- 9(1) Without prejudice to any special rights previously conferred on the holders of any of existing shares or class of shares but subject to the Act and the provisions of this Constitution, the shares of the Company will be under the control of the Directors.
- 9(2) The Directors may allot or otherwise dispose of the same to such persons and on such terms and conditions with such preferred, deferred or other special rights or such restrictions as the Directors determine, provided always that the rights attaching to shares of a class other than ordinary shares will be expressed in the resolution creating the same and in this Constitution.

Company No.

200701032867 (790895-D)

118 No unpaid dividend, bonus or interest will bear interest as against the Company.

CAPITALISATION OF PROFITS AND RESERVES

119(1) The Company in general meeting may, upon the recommendation of the Directors, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of the Company's reserve funds, or to the credit of the profit and loss account, or otherwise available for distribution and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend, and in the same proportion, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and credited as fully paid up to or to provide the consideration for the purchase of the Company's own shares to and amongst such Members or their nominees in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors will give effect to such resolution.

Provided that a capital redemption reserve fund may, for the purposes of this Constitution, only be applied in the paying up of unissued shares to be issued to Members as fully paid bonus shares or, subject to the provisions of the Act, to provide the consideration for the purchase of the Company's own shares.

119(2) Whenever such a resolution as aforesaid is passed, the Directors must make all appropriations and applications of the amounts resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally must do all acts and things required to give effect thereto, with full power to the Directors to make such provision for the satisfaction of the right of any Member under such resolution to a fractional part of a share by the issue of fractional certificates, or by payment in cash or otherwise, as they think fit, and also to authorise any person to enter, on behalf of all the Members entitled thereto or their nominees, into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up of any further shares to which they may be entitled upon such capitalisation and any agreement made under such authority will be effective and binding on all such Members and their nominees.

ACCOUNTS

120 The Directors must cause proper books of account to be kept which must give a true and fair view of the state of the Company's affairs and explain its transactions and such books of account must be in compliance with the provisions of the FSA.

121 The books of account must be kept at the Office or, subject to the Act, at such other place or places as the Directors think fit, and must always be open to the inspection of the Directors.

122 The Directors must from time to time determine whether and to what extent and at what time and places and under what conditions or regulations, the accounts and books of the Company or any of them, will be open to the inspection of Members,

Company No.

200701032867 (790895-D)

and no Member (not being a Director) will have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors or by a resolution of the Company in general meeting.

123 At the annual general meeting in each year, the Directors must lay before the Company a duly audited profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company as are referred to in the Act whether in printed or electronic form.

124 A printed copy of every balance sheet and profit and loss account (including every document required by law to be annexed thereto) which is to be laid before the Company in a general meeting together with a copy of the Auditors' report and the Directors' report must before the date of the meeting, be delivered or sent by post to every Member of and every holder of debentures of, the Company provided that this Constitution will not require a copy of those documents to be sent to any Member of or any holder of debentures of whose address the Company is not aware.

AUDIT

125(1) Auditors must be appointed and their duties regulated in accordance with the Act.

125(2) Subject to the provisions of the Act, all acts done by any person acting as an auditor of the Company will, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there were some defects in his appointment or that he was at the time of his appointment not qualified for appointment.

125(3) The auditors of the Company are entitled to attend any general meeting and to receive all notices of and other communications relating to any general meeting which any Member is entitled to receive, and to be heard at any general meeting on any part of the business of the meeting which concerns him as an auditor of the Company.

COMPANY'S DOCUMENTS

126(1) Any communication (including notices and documents) ("Company's Documents") may be given by the Company to the persons mentioned below in the following manner:

(a) In respect of a Member and person entitled to a share in consequence of an Event of Transmission ("Persons"), the Company's Documents shall be in writing and shall be given to the aforesaid Persons either:

(i) in hard copy, which shall be sent to the Persons either personally or by post to his last known address;

(ii) in electronic form, which shall be either:

- transmitted to the electronic address provided by the Persons to the Company;

Company No.

200701032867 (790895-D)

- transmitted to the last known contact details as recorded in the Register of Members provided by the Persons to the Company; or
 - by publishing on a website (only applicable to notice of General Meeting); or
- (iii) partly in hard copy, partly in electronic form.

If a notice is published on the website, the Company must notify the Persons in writing in hard copy or electronic form stating the following:

- it concerns a General Meeting; and
- the place, date and time of the General Meeting

and the notice must be published on the Company's website throughout the period starting from the date of notification until the conclusion of the General Meeting.

- (b) In respect of a Director, the Company's Documents shall be in writing and shall be given to the Director either:
- (i) in the manners set out in Clause 126(1)(a) (except for publishing on a website); or
 - (ii) to the Director's last known service address.
- (c) In respect of the Auditors, the Company's Documents shall be in writing and shall be given to the Auditors either:
- (i) in the manners set out in Clause 126(1)(a) (except for publishing on a website); or
 - (ii) to the Auditors' last known address.
- (d) For the purpose of Clause 126(1)(a), the Board may, at its discretion, determine the appropriate mode of communication with the persons mentioned above.

126(2) Where the Company's Documents are:

- (a) served by post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, and to have been effected, in the case of a notice of the Persons, on the day after the date of its posting;
- (b) sent by facsimile transmission, service of the notice shall be deemed to be effected at the time when the notice is transmitted, unless the Company receives notification that the transmission was not successful;

Company No.

200701032867 (790895-D)

- (c) sent by electronic transmission, service of the notice shall be deemed to be effected at the time when the notice is transmitted electronically, unless the Company receives notification that the transmission was not successful;
 - (d) published on the Company's website, service of the notice shall be deemed to be effected on the day on which the notice first appears on the Company's website to which the relevant person may have access or the day on which the notice of publication is deemed to have been served or delivered to such person under Clause 126(1)(a), whichever is later; or
 - (e) served or delivered in person, service of the notice shall be deemed effected at the time the relevant Company's Documents are delivered, received or left at the address of such person.
- 127 The Company's Documents may be given by the Company to joint holders by giving the notice to the joint holder first named in the Register of Members.
- 128 Any Company's Documents delivered or sent to any Persons in such manner as provided in Clause 126(1)(a) shall, if such Member be then deceased, and whether or not the Company has notice of his death, be deemed to have been duly served on his legal personal representative or survivor.

WINDING UP

- 129 If the Company is wound up, subject to due provision being made satisfying the claims of any holders of shares having attached thereto any special rights in regards to the repayment of capital, the surplus assets will be applied in repayment of the capital paid up or credited as paid up on the shares of the Company at the commencement of the winding up and the excess will be distributed amongst the Members in proportion to the capital at the commencement of the winding up paid up or which ought to have been paid up on the shares held by them respectively.
- 130 If the Company is wound up, the assets of the Company will be divided in accordance with the existing rights of the Members. However, the liquidators may, with the sanction of a special resolution, divide among the Members in specie any part of the assets of the Company otherwise than in accordance with the existing rights of the Members but the Members will have the same right of dissent and consequential rights as if such resolution were a special resolution passed pursuant to the Act. A special resolution sanctioning a transfer or sale to another company duly passed pursuant to the Act may in like manner authorise the distribution of any shares or other consideration receivable by the liquidators amongst the Members otherwise than in accordance with their existing right and any such determination will be binding upon all the Members subject to the right of dissent and consequential rights conferred by the Act.
- 131 In the event of there being a sale of all or any of the Company assets on a voluntary liquidation of the Company no commission or fees or other remuneration will be payable to any Director or liquidator in respect of any such sale on liquidation unless

Company No.

200701032867 (790895-D)

the payment is approved by the Members by resolution at a general meeting. Special notice of any such proposed payment and the amount thereof must be given to the Members in the notice convening the meeting at which such proposed payment is to be considered and such notice must be given not less than 7 days before the meeting is to be held.

INDEMNITY

- 132 To the fullest extent permitted by law in effect on the date this Constitution becomes effective and to such greater extent as applicable law may thereafter permit from time to time, the Company:
- (a) shall indemnify (on a full indemnity basis) every director, secretary, officer and employee of the Company and their heirs, executors or administrators against any liability to a party other than the Company that attaches to him in his capacity as a Director, manager, secretary, officer or employee of the Company or a related company;
 - (b) shall indemnify (on a full indemnity basis) every Director, secretary, officer and employee of the Company and their heirs, executors or administrators against any liability incurred by him in his capacity as a Director, manager, secretary, officer or employee of the Company or a related company:
 - (i) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted;
 - (ii) in connection with any application under the Act in which relief is granted to him by the court;
 - (c) may, in accordance with the Act, advance monies to a director for the costs, charges and expenses he may incur for the purposes of the Company or a related company or for the purpose of enabling him to properly perform his duties as a director of the Company or a related company:
 - (i) in defending any proceedings, whether civil or criminal, taken against him alleging a liability to a party other than the Company incurred by him in his capacity as a director of the Company or a related company, on condition that the monies shall be repaid to the Company on demand if any allegation of fraud or dishonesty is proved against him;
 - (ii) in responding to any formal or official investigation, examination or inquiry into the Company or a related company in his capacity as director of the Company or a related company, on condition that the monies shall be repaid to the Company on demand if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or a related company as a result of that investigation, examination or inquiry;

Company No.

200701032867 (790895-D)

- (d) may advance monies to a secretary, officer or employee of the Company and their heirs, executors or administrators (but not a director, except as provided for in sub-clause (iii) of this Clause) for the costs, charges and expenses he may incur:
 - (i) in defending any proceedings, whether civil or criminal, taken against him alleging a liability incurred by him in his capacity as a secretary, officer or employee of the Company or a related company (but not as a director, except as provided for in sub-clause (iii) of this Clause), on condition that the monies shall be repaid to the Company if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or a related company;
 - (ii) in responding to any formal or official investigation, examination or inquiry into the Company or a related company in his capacity as a secretary, officer or employee of the Company or a related company (but not as a director, except as provided for in sub-clause (iii) of this Clause), on condition that the monies shall be repaid to the Company if he is found guilty of any negligence, default, breach of duty or breach of trust in relation to the Company or a related company as a result of that investigation, examination or inquiry;
- (e) shall purchase and maintain for any director, secretary, officer and employee of the Company insurance against any liability (save for fraud) incurred by him in his capacity as a director, secretary, officer or employee of the Company or a related company.

In this Clause:

“director” includes any person occupying the position of director of the Company by whatever name called and includes a person in accordance with whose directions or instructions the directors of the Company are accustomed to act and an alternate or substitute director.

“employee” means an employee of the Company acting in a managerial or supervisory capacity.

“related company” means any company that is the Company’s subsidiary or holding company or is a subsidiary of the Company’s holding company.

“capacity as a director, secretary, officer or employee of ... a related company” means a liability attaching to a director, secretary, officer or employee of the Company arising solely from his acting, at the Company’s specific written request (but not otherwise) in the capacity of director, secretary, officer or employee of a related company.

This Clause does not authorise any indemnity that would be prohibited or rendered void by any applicable law.

Company No.

200701032867 (790895-D)

SECRECY

- 133 No Member is entitled to require discovery of or any information respecting any detail of the Company's trade or any matter which may be in the nature of a trade secret, mystery of trade or secret process which may relate to the conduct of the business of the Company and which in the opinion of the Directors it will be inexpedient in the interest of the Members of the Company to communicate to the public save as may be authorised by law.

INSURANCE POLICIES

- 134 The Company, through the Directors will require from every person desirous of effecting an assurance with the Company upon any event or contingency, such declaration in writing signed by the person proposing to effect such assurance as to the facts deemed material by the Directors in relation to the matters proposed to be assured on in respect of which any assurance is proposed to be effected. The basis of every contract entered into by such persons with the Company will be on the basis of the above declaration so that if any facts in such declaration is false or fraudulent, such contract will be void for all intents and purposes whatsoever, and all premiums or sums paid thereon will be forfeited to the Company.
- 135 The Company may enter into such policies or contracts of assurance and other contracts, in such form and upon such rates and terms and under such conditions as it thinks fit. Every policy or contract for insurance must be issued with a form bearing the signatures of the Chief Executive Officer or Managing Director and one other signatory approved through the Chief Executive Officer or Managing Director.
- 136 It will be lawful for the Board to accept from any person assured by or having any grant of contract from or with the Company, a surrender of his policy, grant or contract either by an absolute purchase or by substituting it with a new assurance, grant or contract at such rates and upon such new terms and conditions as the Board deems proper.
- 137 When and so often as a person assured with the Company is desirous of having an advance of money, by way of loan, the Directors may advance out of the funds of the Company to any such person on the security of such policy or on the person's own security, any sums of money at interest not exceeding in the whole value of the policy.
- 138 The Directors may reduce either partially or wholly the amount of the risk for which the Company may be liable in respect of any policy of insurance.
- 139 The Company, through the Directors must set aside and maintain an assurance fund for each class of business as defined in the FSA which is conducted by the Company and the fund of each particular class will be the security of the policy holder of that class as though it belonged to a company carrying on no other business other than the insurance business of that class, and will not be liable for any contracts of the Company for which it would not have been liable had the business of the Company

Company No.

200701032867 (790895-D)

been only that of insurance of that class and must not be applied directly or indirectly for any purposes other than those of that class of business to which the fund is applicable.

140 This Clause will have effect insofar as and to the extent that they are not avoided or restricted in their operation by the provisions of the FSA.