

THE COMPANIES ACT, 1965
MALAYSIA

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Memorandum

and

Articles of Association

of

PUBLIC PERFORMANCE MALAYSIA (PPM)
BERHAD
(Company No.1213311-V)

Incorporated on the 23th December 2016

THE COMPANIES ACT, 1965

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

PUBLIC PERFORMANCE MALAYSIA (PPM) BERHAD

1. The name of the Company is **PUBLIC PERFORMANCE MALAYSIA (PPM) BERHAD** (hereinafter referred to as "the Company").
2. The registered office of the Company will be situated in Malaysia.
3. The objects for which the Company is established are:
 - (a) To exercise and enforce on behalf of the Proprietors all rights and remedies of the Proprietors, by virtue of the 1987 Act or otherwise or such other legislation applicable in territories in which those rights are or may be exercisable by the Company, in respect of the Performing Right and/or Reproduction Right and otherwise to act on behalf of the Proprietors in matters relating to the Performing Right and/or Reproduction Right or such other rights of the Proprietors as may from time to time be assigned or licensed to the Company in respect of Sound Recordings or any copyright and ancillary rights of the Proprietors.
 - (b) In the exercise and enforcement of such rights and remedies to authorise others under licence or agreement or other arrangement and to make and from time to time rescind, alter or vary any such licences or agreements or other arrangements with respect to the Performing Right and/or Reproduction Right or other rights of the Proprietors in respect of Sound Recordings in any respect whatever and to collect and receive and give effectual discharges for all royalties, fees and other moneys payable under such licences, agreements and other arrangements or otherwise in respect of the Performing Right and/or Reproduction Right by all actions or other proceedings and to recover such royalties, fees and other moneys and to restrain and to recover damages for any infringement of the Performing Right and/or Reproduction Right or any other rights of the Proprietors or of the Company in respect of Sound Recordings and to release, compromise or to refer to arbitration any such proceedings or actions or any other disputes or differences.
4. The powers of the Company under the object clause shall be limited to the following:
 - (a) To determine, make and from time to time alter or vary any rules for regulating:



- (i) the manner in which, the period or periods for which, and the conditions under which the Proprietors shall assign or authorise the Company to exercise and enforce such rights and remedies in respect of such Sound Recordings
 - (ii) the method and proportions by and in which and the times at which the net royalties or licence fees received by the Company in respect of the Performing Right and/or Reproduction Right shall be divided and apportioned among the Members and others directly or indirectly involved, in the opinion of the Company, in the production of such Sound Recordings or other persons so entitled
 - (iii) the administration of the property, resources and/or business of the Company and any matters incidental thereto
- (b) To obtain from the Proprietors and to act in accordance with such assignments, assurances, appointments as Exclusive Agent, powers of attorney or other authorities or instruments as the Company may deem necessary or expedient for enabling the Company to acquire the legal right, standing and estate in the Performing Right and/or Reproduction Right or other rights in Sound Recordings and to exercise and enforce in its own name or otherwise all such rights and remedies and to execute and do all such assurances, agreements and other instruments and acts as the Company may deem necessary or expedient for the purpose of the exercise or enforcement by the Company of such rights and remedies
- (c) To diffuse among the Members and/or the public, information upon matters affecting the exploitation of the Performing Rights, Reproduction Rights and to print, publish, issue and circulate such papers, periodicals, circulars and other publications as may enhance, promote or be conducive to any objects of the Company
- (d) To invest the funds of the Company in or upon such investments, securities or property or in any other company or organisation having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company and/or any Member/s and/or in the interests (directly or indirectly) of any Member/s and to invest and deal with the funds of the Company or royalties and monies collected or received on behalf of the Members not immediately required in such manner as may, in the opinion of the Company, be of benefit to the Company or the Members, directly or indirectly
- (e) To authorise any Member, person, body or organisation on such terms as the Company may deem necessary or expedient to institute and/or prosecute and/or conduct proceedings before any court, tribunal or other body and/or to take and/or authorise such steps and/or any other action on behalf of the Company and/or any Member and/or in the interests (directly or indirectly) of any Member designed, intended or undertaken to stop, prevent, discourage and/or obtain compensation or such other relief as may be available in respect of the actual, threatened or suspected piracy or counterfeiting of, or the infringement of the copyright in, Sound Recordings (or related rights) and to authorise any such Member, person, body or organisation to

retain all such compensation or such other relief as may be due to its Members as a result of any such action provided that neither the Company nor any Members, person, body or organisation so authorised by the Company shall be under any obligation to take any such action on behalf of any Member

- (f) To take any action or assist any person or body which the Company may think is in the interests of any Member (including, without prejudice to the generality of the foregoing, the provision of funds to any person or body as and on such terms as the Company may think is necessary or expedient in the interests of any Member) and/or which the Company may think appropriate with a view to protecting or furthering or enhancing directly or indirectly any interest of and/or any right of the Company and/or any Member
- (g) To grant gratuities, donations, pensions, allowances, bonuses and emoluments to any person at any time in the employment of the Company or engaged in any business acquired by the Company and the spouses, widows, widowers, families and dependents of any such persons, and establish and support or aid in the establishment and support of any charitable or benevolent associations or institutions, and to subscribe or guarantee money for charitable or benevolent purposes in any way connected with the purposes of the Company or calculated to further its objects
- (h) To carry on any business, agency or activity which may seem to the Company capable of being conveniently carried on in connection with the above objects or calculated, directly or indirectly, to enhance the value of or render profitable any of the assets, property, undertaking or rights of the Company
- (i) To acquire or undertake the whole or any part of the business, properties or liabilities of any of the business, properties or liabilities of any person, firm, association or company carrying on any undertaking or business which the Company is authorised to carry on or be possessed of any assets or property suitable or capable of being used by the Company
- (j) To take or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company
- (k) To promote any company for the purpose of acquiring all or any part of the property and liabilities of the Company, or for any other purpose which may seem directly or indirectly of benefit to the Company
- (l) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purposes of its undertaking or business, and to construct, maintain and alter any buildings or erections necessary or convenient for the use, occupation, work or any purpose of the Company
- (m) To let on lease or on hire the whole or any part of the moveable property of the Company on such tenure as the Board shall determine

- (n) To enter into partnership or any arrangement including for union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, firm, association or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company and to amalgamate with or become affiliated to any such association or company, and to lend money to, guarantee the contracts of or otherwise assist any such person, association or company and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same
- (o) To borrow and raise money in any manner and to secure the repayment of money borrowed, raised or owing in such manner as the Company shall think fit, and in particular by mortgage, charge, standard security, lien or other security, upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- (p) To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company
- (q) To apply for, promote and obtain any Act of Parliament, order or licence of the relevant or governing authority / authorities to enable the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests
- (r) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges or concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions
- (s) To issue appeals, hold public meetings and take such other steps as may be required for the purpose of procuring contributions to the funds of the Company in the shape of donations, subscriptions or otherwise or for the purpose of further attainment of the objects of the Company or any of them
- (t) To take and accept any gifts of money, property or other assets subject to any special trust or not

- (u) To make to and for the benefit of the Members, Proprietors or any person or body of persons representing them or any of them or to or for the benefit of trade associations, research establishments or other persons or organisations such payments, subscriptions or other disbursements as and on such terms as shall in the opinion of the directors be necessary or desirable in the interests (directly or indirectly) of the Company and/or the Members or any of them
- (v) To lobby and make submissions on behalf of the Company, the Members, Proprietors or any of them before any body, tribunal, court, body of enquiry or other organisation or forum directly or indirectly concerned or connected with matters relating to the Performing Right and/or Reproduction Right or any other right as may from time to time be assigned or licensed to the Company in respect of Sound Recordings and/or generally in the interests of the Company and/or Members or any of them and/or the recorded music industry
- (w) To remunerate any person or company for services rendered or to be rendered in placing or guaranteeing and placing any debentures, debenture stock or other securities of the Company, or in or about the formation or promotion of the Company or in the conduct of its business
- (x) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, promissory notes, bills of exchange, warrants, debentures and other negotiable or transferable instruments
- (y) To sell or dispose of the undertakings of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the Company
- (z) To adopt such means of making known the operations of the Company as may seem expedient, including advertising in the press, circulars and publication of books and periodicals and to pay all or any expenses so incurred
- (aa) To procure the Company to be registered or recognised in any foreign country or place
- (bb) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account or otherwise deal with all or any part of the property and/or rights of the Company and/or any monies of the Company or received or receivable by the Company
- (cc) To purchase, acquire, hold, sell and deal in sharers, stocks, debenture stocks, bonds, obligations and securities issued or guaranteed by the government or public body or authority
- (dd) To appoint any agent or agents for the collection and the recovery of any moneys receivable by the Company including licence fees and/or royalties in the exercise of its powers or otherwise for the purpose of the exercise of any such powers

- (ee) To engage and appoint and pay such officers, clerks, agents, servants or persons to perform such duties or services for the proper administration and management of the Company and to remove and suspend the same
- (ff) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment and administration and management of the Company and to remunerate any person/s for services rendered thereof in case or in any other manner permitted by law
- (gg) To do all or any of the above things, in any part or territory of the world, whether as principals, agents, contractors, trustees or otherwise, or by or through trustees, agents or otherwise and whether alone or in conjunction with others
- (hh) To do all such other lawful things as are incidental or conducive to the attainment of the above objects and the exercise of powers of the Company **PROVIDED** that:
 - (i) the provisions of the Third Schedule of the Companies Act shall not apply to the Company and the foregoing provisions of this Paragraph shall be read and construed without reference to that provisions of that Schedule;
 - (ii) the Company shall not support with its fund any political organization or society or endeavour to impose on or procure to be observed by its members or others any regulations, restrictions or conditions which, if any were included in the objects of the Company would make it a Trade Union within the meaning of Trade Union Act 1959..

Where the words used in this Memorandum have a meaning which is described and/or defined by the Articles, the words in this Memorandum shall be read and given the same meaning and/or definition.

None of the objects described above shall be restrictively construed but the widest interpretation is to be given to each such object and none such objects shall be in any way limited or restricted by reference to or inference from any other object, the terms of any other part of the Memorandum or Articles or from the name of the Company.

None of the objects specified in this Memorandum or any part hereof shall be deemed subsidiary or ancillary to any of the objects specified and the Company shall have full powers to fully exercise each and every one of the objects specified.

Powers of delegation shall have the widest interpretation and:

- (a) the word Board in the context of the exercise of any power includes any committee consisting of one or more directors, any director holding executive office and any manager or agent of the Company to which or, as the case may be, to whom the power in question has been delegated;
 - (b) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
 - (c) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under the Memorandum or under another delegation of the power.
5. There shall be a board of directors set up for the management of the affairs of the Company (hereinafter called "the Board").
6. The profit, income and property of the Company howsoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, by the Company PROVIDED that nothing herein shall prevent the payment in good faith:
- i) of any allowance or remuneration to any officer or servant of the Company, in return for any professional services rendered to the Company;
 - ii) of interest at the current bank rate on any loan advanced to the Company; and/or
 - iii) for the purpose of promoting, the object thereof or reasonable and proper rent for premises demised or let by any Member of the Company
7. The Board and the Members of the Company shall always ensure that the Company and/or the funds of the Company are not being used for any form of political activity or for unlawful purpose prejudicial to or incompatible with peace, welfare, security, public order, good order or morality in Malaysia or for any purpose prejudicial to national security or public interest.
8. No addition, alteration or amendment shall be made to or in the provisions contained in the Memorandum or Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Minister charged with responsibilities for companies.

9. The liability of the Members of the Company is limited.
10. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt, and expenditure takes place, and of the property, credits and liabilities of the Company and subjects to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, shall be open for the inspection of the members. Once at least in every calendar year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more qualified auditor or auditors.
11. To purchase, take on lease or otherwise acquire for the purposes of the Company and to hold any estates, lands, buildings, easements or other interests in movable or immovable property which may be deemed necessary or convenient for any of the purpose of the Company PROVIDED that the Company shall not hold, acquire, charge, mortgage, sell or dispose of any land without the consent of the Minister charged with the responsibility for companies;
12. To invest in Malaysia the money of the Company not immediately require in such manner as from time to time may be determined, PROVIDED that the Company shall not invest in or incorporate any subsidiary company
13. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed among the members of the Company in such proportion and in accordance with such scheme of distribution as the members have agreed and resolved to be applicable at the time.
14. Every member of the Company undertakes to contribute to the assets of the Company in the event of the Company being wound up during the time that he is a member or within one year after he ceased to be a member for payment of debts and liabilities of the Company contracted before he and for the adjustment, of rights of the contributories amongst themselves, such amount as may be required not exceeding Ringgit Malaysia One Thousand (RM1,000.00).

THE COMPANIES ACT, 1965
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

PUBLIC PERFORMANCE MALAYSIA (PPM) BERHAD



- 1 In these articles, the words in the first column of the table below shall have the meaning set out opposite them in the second column below –

Words	Meanings
“1987 Act”	The Copyright Act 1987 or any relevant statutory modification or re-enactment thereof for the time being in force
“the Act”	The Companies Act 1965 or any statutory modification or amendment thereof for the time being
“Agent”	A company, business or individual authorised to exercise a right which is exercisable by the copyright or related right owner and/or its licensee, and shall include an Exclusive Agent
“Articles”	These articles of association, as from time to time altered
“Board”	The board of directors of the Company
“Company”	Public Performance Malaysia (PPM) Berhad
“Collective Management Organisation”	A company, society or organisation which has as its main object, or one of its main objects, the negotiation or granting, either as owner or prospective owner of copyright or related right, or as agent for him, of copyright or related rights licences, and whose objects include the granting of licences
“Directors”	The directors for the time being of the Company
“Exclusive Agent”	An agent authorised to the exclusion of all persons including the copyright owner and, if any, its exclusive licensee, to

exercise a right which would otherwise be exercisable by the copyright owner and/or its exclusive licensee

“Malaysia Performing Right”	The Performing Right in so far as it extends to acts in or on the territory of Malaysia
“Malaysia Reproduction Right”	The Reproduction Right in so far as it extends to acts in or on the territory of Malaysia
“Member”	A person admitted to membership of the Company and whose name appears on the Register
“Membership Agreement”	Such form of agreement as may from time to time be prescribed by the directors relating to membership of the Company
“Member’s Mandate”	Such form of agreement as may from time to time be prescribed by the directors relating to the authorisation mandate by the Member to the Company of the Performing Right and the Reproduction Right and/or the appointment of the Company by the Member as Exclusive Agent
“Net Distributable Royalties”	The sum to be distributed to Members by the Company in an annual period
“Non-Working Days”	A day that is a Saturday or Sunday or any day that is a public holiday in the Federal Territory of Kuala Lumpur or Malaysia
“Performing Right”	<p>The exclusive right under the 1987 Act or otherwise in or on Malaysia and/or any other territory to do the following acts or any of them, namely –</p> <ul style="list-style-type: none">(i) to play any Sound Recording in public, to perform any Sound Recording in public and to cause any Sound Recording to be heard in public(ii) to communicate any Sound Recording to the public by way of broadcast, making available or otherwise; and(iii) to authorise another to do any of the acts stated in (i) and/or (ii) above
“Proprietors”	Members being producers of Sound Recordings and/or owners of or otherwise entitled to the Performing Right and/or Reproduction Right in respect of Sound Recordings

“Reproduction Right”	The exclusive right under the 1987 Act or otherwise to copy or to authorise the copying of any Sound Recording in or on Malaysia and/or any other territory for the purpose of exercising or authorising the exercise of the Performing Right
“Register”	The Register of Members
“Seal”	Any common or official seal that the Company may be permitted to have under the Statutes
“Secretary”	Any person who is a holder of secretary licence or a member of a prescribed body appointed to perform the duties of the secretary of the Company
“Sound Recording”	Any fixation of a sequence of sounds or of a representation of sounds capable of being perceived aurally (whether accompanied by visual images or otherwise) and of being reproduced by any means, but does not include a sound-track associated with a film
“Statutes”	The Act and every other act, statutory instrument, regulations or order for the time being in force concerning companies and affecting the Company.
“Voting Share”	Shall be equivalent to the percentage of Net Distributable Royalties allocated by the Company to a given Member in respect of the most recent year for which such percentages are available

Unless the context requires otherwise –

- (a) words importing the singular number only shall include the plural number, and vice versa
- (b) words importing masculine gender only shall include the feminine gender and words importing persons shall include bodies corporate, partnerships and unincorporated associations and whether domiciled in Malaysia or elsewhere
- (c) any words or expressions defined in the Act or the 1987 Act shall bear the same meaning in these Articles
- (d) a “document” includes reference to a document in electronic form
- (e) a document being executed includes references to it being executed under hand or seal or, in the case of a document in electronic form, by electronic signature or such other means of verifying the authenticity of the communication that the directors may from time to time approve
- (f) “an instrument” means a written document having tangible form (e.g., on paper)
- (g) “in writing” and “written” means the representation or reproduction of words, numbers or symbols in a legible and non-transitory form by any method or

- combination of methods whether in electronic form or otherwise and including by telex, telegram, facsimile and e-mail
- (h) address in relation to a document sent in electronic form includes any number or address used for the purposes of such communications
 - (i) a reference to any of the words “include”, “includes” and “including” is read as if followed by the words “without limitation”
 - (j) a reference to any statute or statutory provision includes a reference to statutory instruments and orders made further to it and includes consolidation or amendments or modifications or re-enactments; and
 - (k) the headings are inserted for convenience only and shall not affect the construction of these Articles

MEMBERSHIP

- 2 For the purposes of registration, the number of Members of the Company is declared to be unlimited but the Company may from time to time determine the number of new members, the criteria for and/or manner of their admission or application for membership.
- 3 Any owner or prospective owner of the Malaysia Performing Right and/or Malaysia Reproduction Right in a Sound Recording and any person entitled or prospectively entitled to the benefit of such Performing Right and/or Reproduction Right or the executor, administrator, other personal representatives, trustee in bankruptcy, receiver, curator bonis or other person entitled to exercise powers with regard to the property or affairs of such a person by reason of his mental disorder, shall be eligible for election to membership of the Company and may on application be elected as a Member thereof by the directors at their discretion, but the directors shall have full and unrestricted power to refuse any application for membership without assigning any reason for such refusal. The process of application for membership shall be as follows:
 - (a) Every such application shall be made to the Company in writing in the form of the Membership Agreement delivered to the Company together with the Member's Assignment duly executed by the applicant and such other documentation as the Company may from time to time require applicants to provide.
 - (b) Membership shall be conditional on the execution by the applicant of the Member's Assignment and the proper completion by the applicant of the Membership Agreement.
 - (c) Upon the approval by the directors of such application the Company shall issue to the applicant a certificate of membership and a copy of the Member's Assignment, in each case signed on behalf of the Company.
- 4 Every Member shall during his membership and as a condition of continued membership from time to time if and when requested by the Company in writing so to do execute all or any further agreement, assignment, assurance, power of attorney or other authority or instrument in the form prescribed by the Company as may from time to time be resolved by the directors or by the Company in general meeting.

5 By virtue of and as a condition of membership of the Company, each Member grants to the Company the full power and authority to:

- (a) authorise any Member, person, body or organisation on such terms as the Company may deem necessary or expedient to institute and/or prosecute and/or conduct proceedings before any court, tribunal or other body and/or to take and/or authorise such steps and/or any other action on behalf of the Company and/or any Member and/or in the interests (directly or indirectly) of any Member designed, intended or undertaken to stop, prevent, discourage and/or obtain compensation or such other relief as may be available in respect of the actual, threatened or suspected piracy or counterfeiting of, or the infringement of the copyright in, Sound Recordings (or related rights); and
- (b) to authorise any such Member, person, body or organisation to retain all such compensation or such other relief as may be due to its Members as a result of any such action for payment to the Company and distribution to its Members (or any of them).

Provided That neither the Company nor any Member, person, body or organisation so authorised by the Company shall be under any obligation to take any such action on behalf of any individual Member and further Provided That the initiation, instigation and conduct of proceedings pursuant to this Article shall at all times remain under the control of the Company, exercised in its sole and absolute discretion but subject only to the remaining provisions of these Articles and the Company's obligations to its Members.

6 The Company may at any time without prejudice to the provisions of the Membership Agreement and the Member's Assignment or any other provision of these Articles re-assign to the Member any part of the Performing Right and/or Reproduction Right.

7 Subject to the Member terminating his membership, no Member shall have the liberty to transfer his membership to any third party or to alienate, deal in or exercise the Performing Right and/or Reproduction Right vested in the Company by the Member, or controlled by the Company by virtue of his membership or required by these Articles to be so vested or controlled.

8 In the case of a Member who is an individual, his membership of the Company shall cease and not be transmissible or transferable to any third party:

- (a) on his death or bankruptcy;
- (b) if he is suffering from mental disorder and an order is made by a Court having jurisdiction (whether in Malaysia or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.

Notwithstanding the cessation of such membership, the rights vested in the Company by the Member shall remain so vested until such time as those rights shall have been assigned to or at the direction of the Member's executor, administrator, other personal representatives, trustee in bankruptcy, receiver or curator bonis, or other person entitled to exercise powers

with respect to his property or affairs by reason of his mental disorder ("Representative"), as the case may be. Until that time, any payment to which the Member would have been entitled, if living, solvent or not subject to any Court order by reason of his mental condition, shall be made to the Representative. The assignment of those rights shall be executed in accordance with the applicable Member's Assignment after service of a written notice by the Representative on the Company or by the Company on the Representative requesting such assignment; but prior to executing the assignment, the directors shall be entitled to require proof in such form as they think fit of the entitlement of the Representative to require or direct the assignment in question.

- 9 In the case of a corporation, its membership shall cease upon the corporation being struck off the register of companies and in the case of a partnership, upon such partnership being dissolved. Notwithstanding the cessation of such membership, the rights vested in the Company by such corporation or partnership shall remain so vested until such time as those rights shall have been assigned to or at the direction of the liquidator, administrator, administrative receiver, receiver or other person entitled to control the affairs or winding up of the corporation or the partnership as the case may be ("Office Holder"). Until that time, if any resolution has been passed or any order has been made for the winding up, liquidation or administration or a receiver or administrative receiver has been appointed over all or part of the assets of such corporation or as the case may be, partnership, any payment to which the corporation or partnership would have been entitled shall be made to the Office Holder or the person entitled for the time being to receive debts due to the corporation or partnership. The assignment of those rights shall be executed in accordance with the applicable Member's Assignment after service of a written notice served by the Office Holder on the Company or by the Company on the Office Holder requesting such assignment; but prior to executing the assignment, the directors shall be entitled to require proof in such form as they think fit of the entitlement of the Office Holder to require or direct the assignment in question.
- 10 The membership of any Member shall cease upon the expiration of the period for which copyright subsists in all Sound Recordings in respect of which such Member is entitled to participate in the distribution of royalties, licence fees and other monies received by the Company.
- 11 Upon the dissolution of the Company, the rights (if any) vested in the Company by any Member or controlled by the Company by virtue of his membership shall revert to such Member, his personal representative, administrator or trustee in bankruptcy as the case may be.
- 12 Any Member may terminate his membership of the Company at any time on at least 6 calendar months' prior notice in writing to the Secretary and upon such termination, all rights and authority assigned shall, on the expiry of such notice, be re-assigned by the Company to such Member in accordance with the applicable Member's Assignment, and all grants of rights to the Company by such Member shall terminate but without prejudice to any antecedent claim by the Company or such Member. In the case of any licences covering such Member's Sound Recordings that have been granted by the Company prior to such termination, the Company shall use its reasonable efforts promptly to comply with the formalities or notices required (if any) under such licences to remove from the scope of such licences such Member's Sound Recordings.

- 13 The Company may at any time give to any Member notice in writing signed by the Secretary terminating the Member's membership at the expiration of 21 days from the date of such notice and upon such expiration, the membership shall cease, provided always that if before the expiration of such notice the Member writes to require the Company to submit the question of continuance of the membership to the Board at the next meeting of the Board, the membership shall not cease unless and until the Board has approved the termination and in such a case, the membership shall be deemed to have ceased on the date of such approval. On termination of a Member's membership pursuant to this article, all rights and authority assigned to the Company by such a Member shall, on the effective date of termination, be re-assigned in accordance with the applicable Member's Assignment and all grants of rights to the Company by such Member shall terminate but without prejudice to any antecedent claims by the Company or such Member. In the case of any licences covering such Member's Sound Recordings that have been granted by the Company prior to such termination, the Company shall use its reasonable efforts promptly to comply with the formalities or notices required (if any) under such licences to remove from the scope of such licences such Member's Sound Recordings.
- 14 The Secretary shall cause to be entered the name, address and such other particulars as may be prescribed by the Board of each Member in the Register upon the admission to membership of the Member.

GENERAL MEETINGS

- 15 The Company shall, in each calendar year, in addition to any other meeting in that year, hold a general meeting as its annual general meeting and shall specify the meeting as such in notices calling it; provided always that not more than 15 calendar months shall elapse between the date of the annual general meeting of the Company and that of the next annual general meeting. Provided that so long as the Company holds its first annual general meeting within 18 months of its incorporation it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Board shall appoint.
- 16 All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- 17 All Members, directors and auditors of the Company shall be entitled to notice of and to attend general meetings.
- 18 The Board may, whenever it thinks fit, convene an extraordinary general meeting, and extraordinary general meeting shall also be convened on such requisition, or, in default, may be convened by those who requisitioned, as provided by section 144 of the Act.
- 19 If, after the giving of notice of a meeting but before the meeting is held, or after the adjournment of a meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the Board decides that it is impracticable or unreasonable for reasons beyond their control to hold the meeting at the declared place and/or time, the Board may change the place and/or postpone the time at which the meeting is to be held. If

such a decision is made, the Board may then change the place and/or postpone the time again if they decide that it is reasonable to do so. In either case:

- (a) no new notice of the meeting need be given, but the Board shall, if practicable, advertise the new place, date and/or time of the meeting via a suitable channel including by advertising in a national daily newspaper and shall make arrangements for notices of the change of place and/or postponement to appear at the original place and/or at the original time; and
- (b) an appointment of proxy in relation to the meeting may be deposited or delivered in any manner permitted by these Articles at any time not less than 48 hours before any new time fixed for holding the meeting.

- 20 The Board and, at any general meeting, the chairman of the meeting may make any arrangement and impose any requirement or restriction considered appropriate to ensure the security of a meeting including, requirements for evidence of identity to be produced by any person attending the meeting, the searching of their personal property and place restriction on items that may be taken into the meeting place. A director or the Secretary may refuse entry to a person who refuses to comply with these arrangements, requirements or restrictions. They may also arrange for any person to be removed from a meeting.

NOTICE OF GENERAL MEETINGS

- 21 An annual general meeting and a meeting called for the passing of a special resolution shall be called by 21 days' notice in writing at least, and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by 14 days' notice in writing. The notice shall be exclusive of the day on which it is served and of the day on which it is given and shall specify the place, day and time of meeting and shall detail the matter(s) to be discussed and/or transacted at the meeting and invite Members to submit in writing to the Board any further matters for discussions at the meeting within 1 week of the date when the notice was received and shall be given in any manner permitted by these Articles or in such manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under these Articles, be entitled to receive such notice from the Company. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than specified in this article, be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the annual meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of Members having a right to attend and vote at the meeting, being majority together representing not less than 90% of the voting rights at that meeting of all Members.

PROCEEDINGS AT GENERAL MEETINGS

- 22 All business shall be special that is transacted at an extraordinary general meeting and also that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheet, and the report of the members of the Board and auditors, the election of members of the Board in place of those retiring and the appointment of and fixing of the remuneration of the auditors.
- 23 No business shall be transacted at any general meeting unless a quorum of Members is present when the meeting proceeds to business. Each person present at the general meeting who is entitled to vote shall be counted in the quorum. Save as otherwise provided for in these Articles, the quorum shall be 5 Members present personally or by their proxy or in the case of a Member who is a corporation, by a duly authorised representative, or, such number of Members present personally or by their proxy or in the case of a Member who is a corporation, by a duly authorised representative, which number shall not be less than 2 and representing at least 30% of the Voting Share.
- 24 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week, at the same time and place, or to such other place, day and time as the chairman of the meeting shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the Members present shall be the quorum.
- 25 No amendment to a resolution to be proposed as an ordinary resolution may be considered or voted on (other than a mere clerical amendment to correct an obvious error) unless:
- (a) at least 48 hours before the time fixed for the meeting or adjourned meeting at which the ordinary resolution is to be considered, notice of the terms of the amendment and the intention to move it has been delivered by means of an instrument to the office or such other place as may be specified by or on behalf of the Company for that purpose, or received in an electronic communication at such address (if any) for the time being notified by or on behalf of the Company for that purpose; or
 - (b) the chairman of the meeting in his absolute discretion decides that the amendment may be considered and voted on.
- 26 No amendment to a resolution to be proposed as a special or extraordinary resolution may be considered or voted upon, whatsoever, other than a mere clerical amendment to correct an obvious error or as may otherwise be permitted by law.
- 27 If the chairman of the meeting rules an amendment to any resolution admissible or out of order (as the case may be), the proceedings on the resolution shall not be invalidated by any error in his ruling. Any ruling by the chairman of the meeting in relation to a resolution or an amendment to a resolution shall be final and conclusive.
- 28 A person who proposes an amendment to a resolution may withdraw it before it is put to the vote.

- 29 With the consent of any meeting at which a quorum is present, the chairman of the meeting may adjourn the meeting from time to time, and from place to place, as the meeting shall determine. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as the original meeting. Otherwise, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting. No business shall be transacted at an adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. In addition, the chairman of the meeting may without such consent adjourn the meeting to another time and/or place if in his opinion:
- (a) it is or is likely to be impracticable to hold or continue the meeting because of the number of Members wishing to attend;
 - (b) the conduct of any persons attending the meeting prevents or is likely to prevent the orderly conduct of the business of the meeting;
 - (c) the facilities of a meeting place have become inadequate; or
 - (d) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 30 The Chairman of the Company or the Board shall chair every general meeting but if at any meeting he shall not be present within 15 minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose another director or if no such other director be present or if all the other directors present shall decline to take the chair, they shall choose a Member who is present to chair the meeting.
- 31 At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hand) demanded by:
- (a) the chairman; or
 - (b) at least 3 Members present in person or by proxy.

Unless a poll be so demanded, a declaration by the chairman that resolution has on a show of hands been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the minute book of the Company shall be binding evidence thereof, without proof of the number or proportion of the votes recorded for or against such resolution. The demand for a poll may be withdrawn.

- 32 Save for a poll demanded on the election of a chairman, or on a question of adjournment, which shall be taken forthwith, a poll demanded on any other question shall take place at such time and place and in such a manner as the chairman of the meeting shall decide and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the result of the poll. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken. A declaration by the chairman of the meeting that a resolution has been carried, or has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive, and an entry to that effect in the

minute book of the Company shall be binding evidence thereof, without proof of the number or proportion of the votes recorded for or against such resolution.

- 33 A director of the Company shall be entitled to attend and speak at any general meeting of the Company notwithstanding he is not a Member.
- 34 Subject to the provisions of the Act, a resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings or being corporate body by their duly authorised representative shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.

VOTES OF MEMBERS

- 35 Save as otherwise expressly provided in these Articles, every Member shall have such number of votes as are equivalent to the Voting Share of that Member. The Company shall inform the Member of his Voting Share when notice of each general meeting is given.
- 36 Save as herein expressly provided, no person other than a Member duly registered in accordance with these Articles, and who shall have paid every subscription or other sum (if any) which shall be due and payable to the Company in respect of its membership, shall be entitled to receive notice of, to be present at and to vote, either personally, by his corporate representative, or by proxy, or as proxy for another Member at any general meeting.
- 37 Any corporation which is a Member may (by resolution of its board of directors or other governing body) authorise any person to act as its representative at any meeting of the Company. A person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it is a Member at such meeting. Any director or the Secretary may (but shall not be bound to) require evidence of the authority of any representative.
- 38 In the case of an equality of votes, whether on a show of hands or on poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 39 Votes shall be given either personally or by proxy. A Member is entitled to appoint any person as his proxy to attend, speak and vote at a general meeting of the Company.
- 40 The appointment of a proxy shall not preclude a Member from attending and voting in person at the meeting.
- 41 An appointment of a proxy shall be:
- (a) by means of an instrument or a document in electronic form
 - (b) in any usual or common form or in any other form which the directors may from time to time approve; and
 - (c) executed by the appointor or his agent or, if the appointor is a corporation by a duly authorised officer, attorney or other authorised person or under its common seal.

42 The Board may, if it thinks fit, but subject to the Statutes and at the Company's expense, send forms of proxy for use at the meeting and issue invitations in electronic form to appoint a proxy in relation to the meeting in such form as the Board may approve.

43 The appointment of a proxy shall:

(a) in the case of an instrument, be delivered personally or by post to the office or such other place within Malaysia as may be specified by or on behalf of the Company for that purpose:

- (i) in the notice convening the meeting; or
- (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting

not less than 48 hours (excluding Non-Working Days) before the time fixed for holding the meeting at which the person named in the appointment proposes to vote; or

(b) in the case of an appointment in electronic form, where an address has been specified by or on behalf of the Company for the purpose of receiving documents in electronic form:

- (i) in the notice convening the meeting;
- (ii) in any form of proxy sent by or on behalf of the Company in relation to the meeting; or
- (iii) in any invitation contained in electronic form to appoint a proxy issued by or on behalf of the Company in relation to the meeting,

be received at that address not less than 48 hours (excluding Non-Working Days) before the time appointed for holding the meeting at which the person named in the appointment proposes to vote; or

(c) in either case, where an adjourned meeting is to be held more than 48 hours after the time fixed for the original meeting, be delivered or received as set out above in this article after the meeting adjourned at least 24 hours before the time appointed for taking the meeting; or

(d) in the case of an instrument, where an adjourned meeting is to be held 48 hours or less after the time fixed for the original meeting, be delivered at the original meeting to the chairman of the meeting or to the Secretary or to any director or as directed at the meeting by the chairman of the meeting.

44 If the appointment of proxy is not delivered or received in the manner required above, the appointment shall not be treated as valid and the person named in the appointment of proxy shall not be entitled to vote at the meeting in question.

45 No appointment of proxy shall be valid after the expiration of 12 months from the date stated in it as the date of its execution.

- 46 If two or more valid appointments of proxy are received in respect of the same Member in respect of the same meeting, the one which was executed last shall be treated as replacing and revoking the others; if the Company is unable to determine which was executed last, none of them shall be treated as valid.
- 47 An appointment of a proxy shall, unless the contrary is stated on the proxy, be valid as well for any adjournment of the meeting as for the meeting to which it relates. An appointment relating to more than one meeting (including any adjournment of a meeting) having been duly delivered for the purposes of any meeting is not required to be delivered again in relation to any subsequent meetings to which it relates.
- 48 A vote given in accordance with the terms of an instrument or proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy, provided that no intimation of the death or revocation shall have been received at the registered office of the Company not less than one hour before the time fixed for holding the meeting.
- 49 An instrument appointing a proxy shall be in the following form or any other form which the directors may approve from time to time:

Public Performance Malaysia (PPM) Berhad

*I/We.....of.....
, being a Member of the above Company, hereby
 appoint..... of
or failing him,
of.....
as my/our proxy to vote for me/us in my/our name[s] on my/our behalf at the
 (annual or extraordinary, as the case may be) general meeting of the Company to be
 held on theday of20.... and at any adjournment thereof.*

Signed this.....day of20....

- 50 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

BOARD OF DIRECTORS

- 51 Unless otherwise determined by a general meeting, the number of directors (other than alternate directors) on the Board shall not be less than 5 or more than 15. The Company may, by ordinary resolution, from time to time vary the minimum and/or maximum number of directors. A director need not be a Member unless otherwise determined by the Company in general meeting.
- 52 No person may be appointed as a director if by virtue of his appointment there will, following the end of the meeting at which he is appointed, be more than one director who is an employee and/or officer of any particular Member who is a body corporate ("Corporate Member") and/or any associate of that Corporate Member. For the purposes of this article:

- (a) a Corporate Member is an associate of another Corporate Member if one of the two has control of the other or both are under the control of the same person; and
 - (b) a person, persons or a company shall be taken to have control of a company if he, they or it is entitled to exercise, or control the exercise of, directly or indirectly, of more than one-half of the voting power at any general meeting of the company.
- 53 The directors may appoint a member of the Board to be chairman of the Board ("Chairman") and determine the period for which he is to hold office. The directors may also revoke any such appointment. The Chairman shall chair all meetings of the Board at which he shall be present, but if at any meeting of the Board the Chairman shall not be present within 10 minutes after the time appointed for holding the meeting or shall have intimated his inability to be present, the directors present shall choose one of their number to be Chairman of that meeting. The Chairman shall be subject to the same provisions as to resignation, removal and retirement by rotation as the other directors. The Chairman shall hold office until the annual general meeting next following his election when he may offer himself for re-election. If re-elected as Chairman he shall hold office thereafter. No person may offer himself for election or re-election as Chairman unless:
- (a) his nomination is supported by two or more directors; and
 - (b) written notice of his nomination is given to the Secretary not less than 14 clear days before the Board meeting or general meeting at which his election or re-election is to be considered.
- 54 Subject to the provisions of these Articles, the directors may from time to time, and at any time, and upon such terms and conditions as they may from time to time determine, appoint any person as a director provided that the prescribed maximum is not exceeded. Any director so appointed shall retain his office only until the next annual general meeting, and he shall then be eligible for re-election but he shall not be taken into account in determining the retirement of directors by rotation at such meeting.
- 55 The first members of the Board shall be Tan Siew Hwee, Gan Kok Hong, Shireen Mardziah Hashim, Cheng Kwai Wu, Ng Cheong Hock, Choy Khin Ming, Tan Tiou Chong, and Rosmin bin Hashim. Notwithstanding anything to the contrary in these Articles, these first 6 members shall be empowered to hold office as members of the Board and to conduct and manage the business and operations of the Company for and during the first 24 months from the date of incorporation of the Company.

DIRECTORS' FEES

- 56 The Company will pay to any director all proper and reasonable expenses incurred by him in attending and returning from meetings of the directors or of any committee or general meetings or otherwise in connection with the business of the Company or in the performance of his duties as a director.

- 57 The Board shall have power to pay, provide or procure the grant of retirement, death or disability benefits, annuities or other allowance, emoluments, benefits or gratuities to any person who is or has been at any time director of, or in the employment or service of, the Company or of any other undertaking which is or was at some time:

- (a) a subsidiary undertaking of the Company; or
- (b) otherwise associated with the Company or any such subsidiary undertaking,

or of the predecessors in business of the Company or of any such subsidiary undertaking or associate and to the families and other relatives or dependants of any such person. For that purpose the Board may establish and maintain or participate in or contribute to any trust, scheme, association, arrangement or fund or pay premiums.

ALTERNATE DIRECTORS

- 58 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 59 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate director but shall be entitled to be re-paid expenses in accordance with these Articles. It shall not be necessary to give notice of such a meeting to an alternate director who is absent from Malaysia.
- 60 An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but if a director retires by rotation or otherwise but is re-appointed or is deemed to have been re-appointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his re-appointment.
- 61 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making the appointment or removal or in any other manner approved by the Board and shall be effective on receipt of such notice by the Company which shall, in the case of a notice contained in an instrument, be at the office or the meeting of directors or, in the case of a notice contained in an electronic communication, be at such address (if any) for the time being notified by or on behalf of the Company for the purpose.
- 62 Save as otherwise provided in these Articles, an alternate director shall be deemed for all purposes to be a director and shall be subject in all respects to these Articles relating to directors and shall alone be responsible to the Company for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWERS AND DUTIES OF DIRECTORS

- 63 Subject to the provisions of the Act and these Articles and to any directions given by a special resolution, the business and affairs of the Company shall be managed by the Board who may pay all the expenses incurred in promoting and registering the Company, and may exercise all the powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company and are not by the Act or by these Articles required to be exercised or done by the Members in general meeting. No alteration of these Articles and no such direction shall invalidate any prior act of the Board which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Board by the Articles and a meeting of directors at which quorum is present may exercise all powers exercisable by the directors.
- 64 The Board may at its own discretion and upon such terms in all respects as it thinks fit raise or borrow money for the purposes of the Company's business and may mortgage or charge the whole or any part of the undertaking, assets and property of the Company (present or future); and may, subject to and in accordance with the Statutes, issue debentures, debenture stock, mortgages or other securities whether outright or as collateral, security for any guarantee, debt, liability or obligation of the Company or any third party.
- 65 The Board may regulate the general expenses of the Company and fix the salaries and emoluments of all officers and employees, having regard to the recommendations of the committee of management and/or the chief executive officer (from time to time, if any).
- 66 The Board may from time to time and at any time by powers of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Board, to be attorney/s of the Company for such purpose and such powers, authorities and discretion (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board thinks fit.
- 67 All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Board (or any duly authorised committee of the directors) shall from time to time by resolution determine.

DIRECTORS' INTERESTS

- 68 Save as otherwise provided by these Articles, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement with the Company or a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors in accordance with the provisions herein.
- 69 A director shall declare the nature and extent of his interest:
- (a) in respect of a transaction or arrangement that has been entered into by the Company, as soon as reasonably practicable; and

- (b) in respect of a proposed transaction or arrangement with the Company, before the Company enters into such transaction or arrangement.
- 70 Such declaration shall be made to the other directors at a meeting of the Board, by notice in writing or by way of general notice given at a meeting of the Board to the effect that the director has an interest in a specified body corporate or is connected with a specified person and is to be regarded as interested in any transaction or arrangement that may be made with the specified body corporate or person.
- 71 A declaration of interest as provided herein is not required:
 - (a) if the director is not aware of the interest or the relevant transaction or arrangement
 - (b) if the interest cannot reasonably be regarded as likely to give to a conflict of interest; or
 - (c) to the extent that the other directors are already aware of the interest.
- 72 Save as otherwise provided by these Articles, a director shall not vote at a meeting of the Board or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless the remaining directors at such meeting authorise, on such terms and subject to such limits or conditions, if any, as they may determine, the conflict and allow the relevant director to so vote or his interests or duty arise only because the case falls within one or more of the following:
 - (a) any arrangement for giving any director any guarantee, security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company; or
 - (b) any arrangement for the giving by the Company of any guarantee, security or indemnity to a third party in respect of a debt or obligation of the Company for which the director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the granting of a security; or
 - (c) any contract by a director to subscribe for or underwrite shares or debentures of the Company; or
 - (d) any contract or arrangement with any other company in which he is interested (directly or indirectly) only as an officer of the Company or as holder of shares or other securities; or
 - (e) any contract or arrangement for to be purchased and/or maintained pursuant to these Articles in respect of liability assurance of directors and office bearers of the Company.

For the purpose of this article, an interest of a person who is in any way connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 73 A director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of director for such period and on such terms (as to remuneration and otherwise) as the Board may determine and no director or intending director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company in which any director is in any way interested, be liable to be avoided, nor shall any director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relation thereby established.
- 74 Any director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a director, provided that nothing herein contained shall authorise a director or his firm to act as auditor to the Company.
- 75 A director, notwithstanding his interest, shall be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote but may be excluded by resolution of the remaining directors present at the meeting during that part of the meeting as relates to the relevant resolution.
- 76 Subject to the Act, the Company may by ordinary resolution in general meeting suspend or relax to any extent, either generally or in respect of any particular matter, contract, arrangement or transaction, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 77 The office of director shall be vacated by a director if:
- (a) he becomes bankrupt or he makes any arrangement or composition with his creditors generally;
 - (b) he becomes of unsound mind;
 - (c) by notice in writing to the Company he resigns his office, in which case he shall vacate that office on the delivery of that notice to the Company or at such later time as specified in that notice;
 - (d) he is removed or prohibited from being a director under any provision of law;
 - (e) he is absent for more than 6 months without permission of the Board from meetings of the Board held during that period;
 - (f) he is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by these Articles and Section 131 of the Act; or

- (g) he is removed by ordinary resolution of the Company before the expiration of his period of office, and the Company may by an ordinary resolution appoint a person qualified in his stead, but any person so appointed shall be subject to re-election in accordance with the provisions of these Articles.

APPOINTMENT AND RETIREMENT OF DIRECTORS

- 78 At the first annual general meeting of the Company, all members of the Board shall retire from office and at the annual general meeting in every 2 years, one third of the Board for the time being shall retire from office. If the number of directors for the time being is not three or a multiple of three, the number nearest to but not exceeding one third shall retire from office. A retiring director shall retain his office until the dissolution or adjournment of the meeting at which his successor is elected or it is determined not to fill his place.
- 79 The directors to retire in every such subsequent year shall be those who have been longest in office since their last election or appointment. As between directors of equal seniority, the directors to retire shall in the absence of agreement be selected from them by lot. Any retiring director shall be eligible for re-election at the meeting at which he retires.
- 80 The Company shall, at the meeting at which a director retires in the manner aforesaid, fill up the vacated office by election, and in default the retiring member shall, if offering himself for re-election and not being disqualified under the Act or these Articles from holding office as a director, be deemed to have been re-elected, unless at such meeting it shall be determined either not to fill the vacant office or else to reduce the number of directors.
- 81 No person other than a director retiring by rotation at the meeting shall, unless recommended by the Board for election, be eligible for election to the office of director at any general meeting, unless nominated in writing by two or more Members representing in excess of 0.2% of the Voting Share and approved by the Board within the prescribed time before the day appointed for the meeting. Such nomination must be accompanied by notice in writing, signed by the person to be proposed, of his willingness to be elected together with evidence of his suitability for the office of director. Such nomination and such prescribed time shall be not less than 7 clear days before the day appointed for the meeting.
- 82 The Board may from time to time, by ordinary resolution, increase or reduce the number of members of the Board and may also determine in what rotation the increased or reduced number is to go out of office.
- 83 The Company may from time to time by ordinary resolution, of which special notice has been given in accordance with Section 128 of the Act, remove any member of the Board before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Board and such member of the Board.
- 84 The Company may by ordinary resolution appoint another person in place of a member of the Board removed from office pursuant to these Articles. Without prejudice to the powers of the Board provided by these Articles, the Company in general meeting may appoint any person to

be a member of the Board either to fill a casual vacancy or as an additional member of the Board.

APPOINTMENTS BY DIRECTORS

- 85 The Board may from time to time appoint a chief executive and/or a committee of management to conduct the general business of the Company for such a term and at such remuneration as it thinks fit and may from time to time decide, and may delegate to such chief executive and/or committee of management, all or such of their administrative powers as they may deem necessary for the full and proper conduct and administration of the affairs of the Company. The person/s appointed by the directors as such chief executive or as members of such committee of management shall not necessarily be a Member/s of the Company. Subject to the provisions of any contract of service that may be entered into between the directors and such person/s, the directors may from time to time remove such person/s, or any of them, and appoint some other person/s in his or their place.
- 86 The Board may entrust to and confer upon any director any of their powers, authorities and discretions (with power to sub-delegate) on such terms and conditions and with such restrictions as it thinks fit, and either collaterally with, or to the exclusion, of its own powers, and may revoke, withdraw or vary all or any of such powers. Without limiting this article in any way, the Board may delegate any of its powers, authorities or discretions to a committee. Any such committee shall, unless the Board otherwise resolves, has power to sub-delegate to any sub-committees any of the powers or discretions delegated to it. Any such delegation shall be made on such terms and conditions as the Board thinks fit, and may be revoked or altered.
- 87 Any committee or sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations which may be imposed on it by the Board.

PROCEEDINGS OF THE BOARD

- 88 The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A meeting of the Board will not be quorate unless at least half the composition of the existing members of the Board is present. An alternate director shall be counted in the quorum. Questions arising at any meeting shall be decided by a majority of directors on a show of hands. Each director on the Board shall be entitled to one vote except that in the case of an equality of votes, the Chairman shall have a second or casting vote. A member of the Board may, and the Secretary on the requisition of a member of the Board shall, at any time, summon a meeting of the Board.
- 89 The Board may at its discretion by majority resolution invite whomsoever it wishes to attend meetings of directors including persons who are not members of the Board save that such persons who are not members shall attend as observers or to express any opinion or provide any information or guidance as the Board may require towards promoting the objects of the Company and provided that such persons shall not have any power to vote in respect of any matters to be resolved at such meeting of the Board.

- 90 Notice of a meeting of the Board shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent by instrument to him at his last known address or any other address given by him to the Company for this purpose or given in electronic form to such address (if any) for the time being notified by him or on his behalf to the Company for that purpose. A director absent or intending to be absent from Malaysia may request that notices of meetings of directors shall, during his absence, be sent by instrument in electronic form to him at an address given by him to the Company for this purpose but, in the absence of any such request, it shall not be necessary to give notice of a meeting of the Board to any director for the time being absent from Malaysia. A director may waive notice of any meeting either prospectively or retrospectively.
- 91 A meeting of the Board may consist of a conference between directors who are not all in one place, provided that each director who participates is able, directly or by telephonic or other communication means (whether in use when these Articles are adopted or developed subsequently), to speak to each of the others and to be heard by each of the others simultaneously. A director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, at the place from where the Chairman participates.
- 92 A meeting of the Board for the time being at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under these Articles for the time being vested in the directors generally.
- 93 All acts done by a meeting of the Board or of any committee or by a person acting as a director or a member of a committee shall, as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment or continuance in office of any member of the Board or committee or person so acting, or that they or any of them were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified to be, and had continued to be, a director or member of the committee and had been entitled to vote.
- 94 The Board shall cause proper minutes to be made of the proceedings of all meetings of the Company and of the directors and of a committee of management and of any other committee appointed by the directors, and all business transacted at such meetings, and any minutes of any such meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be conclusive evidence without any further proof of the facts therein stated. Additionally, the Board shall cause minutes to be made of all appointment of officers made by the Board and of the names of all members of the Board present at each meeting of the Board and of any committee of the Board.
- 95 A resolution in writing, executed by all the directors entitled to notice of and to vote at a meeting of the Board (provided that their number is sufficient to constitute a quorum) shall be as valid and effective as a resolution passed at a meeting of directors duly convened and held. For this purpose, a resolution:

- (a) may be by means of an instrument or in electronic form sent to such address (if any) for the time being notified by the Company for that purpose;
- (b) may consist of several instruments or documents in electronic form, each executed by one or more directors, or a combination of both;
- (c) executed by an alternate director need not also be executed by his appointor; and
- (d) executed by a director who has appointed an alternate director need not also be executed by the alternate director in that capacity.

SECRETARY

- 98 The Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and any Secretary so appointed shall be removable by them at any time. The Board may from time to time, by resolution, appoint a temporary substitute for the Secretary or two or more persons or joint secretaries and one or more deputy and/or assistant secretaries and any person so appointed shall for all the purposes of these Articles, be deemed during the term of his appointment to be the Secretary.
- 99 The first secretaries of the Company shall be Tan Ai Peng (MAICSA 7018419) and Pauline Ng Peck Kun (MAICSA 7029550).
- 100 A provision of the Act or these Articles requiring or authorising a thing to be done by or to a member of the Board and the Secretary shall not be satisfied by its being done by or to the same person acting both as a member of the Board and as, or in place of, the Secretary.
- 101 The office of Secretary shall become vacant if the Secretary resigns his office by notice in writing to the Company, left at the registered office and copies lodged with the directors for the time being at their last known address. The Company shall undertake to fully indemnify the Secretary against any liability incurred or sustained by him in or about the execution of the duties of his office or otherwise in relation thereto, including defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by Court in respect of any negligence, default, breach of duty or breach of trust.

AUDITORS

- 102 The Company's auditors will not automatically be deemed to be re-appointed at the end of their term of office, but will have to be appointed by ordinary resolution of the Company at an annual general meeting of the Company.
- 103 Auditors shall be appointed and their duties regulated in accordance with Sections 174 to 175 of the Act.

THE SEAL

- 104 The Board shall provide for the safe custody of the Seal, which shall only be used with the authority of the Board or of a committee of the Board authorized by the Board in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a director and shall

be countersigned by the Secretary or by a second director, or some other person appointed by the Board or a committee of the directors for the purpose. A document signed, with the authority of the Board or a committee of the directors, by a director and Secretary or by two directors and expressed to be executed by the Company shall have the same effect as if executed under the Seal.

NET DISTRIBUTABLE ROYALTIES

- 105 All payments, licence fees and royalties received by the Company in respect of rights granted by Members shall be applied first to the payment of and in the discharge of all the expenses of the Company including all expenses and costs incidental to the management and operation of the Company or as otherwise provided for in these Articles, and then subject to Article 110, the balance remaining shall be allocated and distributed amongst the Members and any other persons so entitled in such shares and proportions and/or in accordance with a scheme of distribution as the Board may from time to time determine.
- 106 Any scheme of distribution fixed by the Board shall comply with the terms and conditions of any agreement in force from time to time between the Company and any Member.
- 107 The Board shall, in its discretion, fix the times for Net Distributable Royalties to be allotted and distributed to Members.
- 108 The declaration of the Board supported by the certificate of the Company's auditors as to the amount of the monies received by the Company shall be conclusive.
- 109 Allocations and distributions when made by the Board shall be final and binding except that the Board shall be at liberty to consider and if thought fit, admit any claims made by any interested persons within 2 years of the date of the allocation or distribution concerned.
- 110 The Board may before recommending or making any distribution to Members as aforesaid:
- (a) apply out of the receipts such sums as it thinks proper or has agreed to contribute towards:
 - (i) any superannuation, benevolent, pension or similar fund which has been or may be established for the benefit of Members or ex-Members, employees or ex-employees of the Company or the spouses, surviving spouses, children or other dependents of such persons; and/or
 - (ii) any foundation, trust, or similar fund which has been established for the purpose of promoting the use and recognition of Malaysian or Asian music and for the development of the Malaysian music industry.
 - (b) set aside out of the receipts such sums as they think proper as a reserve fund to meet contingencies, or for future distribution, or for repairing, improving and maintaining any of the property or premises of the Company, or for such other purposes as the directors shall in their absolute discretion think necessary or conducive to the interests of the Company, and may invest the sums so set aside upon such investments as they may think fit and from time to time deal with or vary such investments and dispose of all or any part for the benefit of the Company and divide the reserve fund into such special funds as they think fit, and employ the reserve fund or any part thereof for the general purposes of the Company, and that without being bound to keep the same separate from the other assets.

ACCOUNTS

- 111 The Board shall cause proper books of account to be kept with respect to:
- (a) the assets and liabilities of the Company
 - (b) all sums of money received, expended and distributed by the Company and the matters in respect of which such receipts, expenditures and distribution take place; and
 - (c) all sales and purchases of goods by the Company.
- 112 Proper books shall not be deemed to be kept if there are not kept such books of accounts as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.
- 113 The books of account shall be kept at the registered office of the Company, or subject to Section 167(3) of the Act, at such other place or places as the Board thinks fit, and shall always be open to the inspection of the Company's officers.
- 114 No Member (not being a director) shall have the right to inspect any account or book or document of the Company except as conferred by the Statutes or ordered by a court of competent jurisdiction or authorized by the directors.
- 115 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the auditors' report, shall not less than 21 days before the date of the meeting be sent to every Member of the Company.

AUDIT

- 116 Auditors shall be appointed and their duties regulated in accordance with Section 174 to 175 of the Act.

NOTICES

- 117 Any notice to be given to or by any person under these Articles (other than a notice calling a meeting of the Board) shall be in writing, except where otherwise expressly stated. Any such notice may be given in electronic form to a person who has agreed that the notice may be sent or supplied in that form and has notified the person sending the notice of an address for that purpose and in the case of communications between the Company and the Members, in accordance with the Articles herein.
- 118 The Company shall give any notice or other document ("Document") under these Articles to a Member by whichever of the following methods it may in its absolute discretion determine:
- (a) personally
 - (b) by posting the Document in a prepaid envelope addressed, in the case of a Member, to his registered address, or to another address notified for that purpose
 - (c) by leaving the Document at that address
 - (d) by sending the Document in electronic form to a Member who has agreed (generally or specifically) that the Document may be sent or supplied in that form (and has not revoked that agreement) and had notified the Company or an address for the purpose; or
 - (e) by any other method provided by these Articles or approved by the Board from time to time.

- 119 A Member whose registered address is not within Malaysia and who gives to the Company an address within Malaysia at which Documents may be given to him or an address to which Documents may be sent in electronic form (having previously agreed to receive the Document in electronic form) shall be entitled to receive Documents from the Company at that address, but, unless he does so, shall not be entitled to receive any Document from the Company. Without limiting the previous sentence, any notice of a general meeting of the Company which is in fact sent or purports to be sent to such address shall be ignored for the purposes of determining the validity of proceedings at such meeting.
- 120 Subject to the Statutes, with respect any Member who has not supplied any address or any valid address to the Company for the purposes of giving notice, then, a notice published on the official website of the Company shall be deemed to be duly served on such a Member at the expiration of no less than 7 days after it is so posted up.
- 121 The directors may from time to time issue, endorse or adopt terms and conditions relating to the use of electronic means for the giving of Documents and proxy appointments by the Company to Members and by Members to the Company.
- 122 A notice or Document sent by the Company to a Member in electronic form shall be deemed given to the Member on the day following that on which it was sent to the Member notwithstanding that the Company becomes aware that the Member has failed to receive the relevant notice or Document for any reason and notwithstanding that the Company subsequently sends a copy of such notice or Document by post to the Member.
- 123 The Board may in its absolute discretion determine the methods of sending out any document other than a notice required to be served on a Member in accordance with these Articles.
- 124 Proof that an envelope containing a Document was properly addressed, prepaid and posted shall be conclusive evidence that the Document was given. Proof that a Document in electronic form was sent with confirmation received that it was so sent shall be conclusive evidence that the Document was sent or given. A Document sent by the Company to a Member by post shall be deemed to be given or delivered:
- (a) if sent by first class post or special delivery post or by a postal service similar to first class post or special delivery post, on the second day following that on which the envelope containing it was posted; and
 - (b) in any other case, on the third day following that on which the envelope containing it was posted.
- 125 Unless otherwise provided by these Articles, a Member shall give any Document under these Articles to the Company by whichever of the following methods he may in his absolute discretion determine:
- (a) by posting the Document in a prepaid envelope addressed to the registered office of the Company ("Office")
 - (b) by leaving the Document at the Office; or

- (c) by sending the Document in electronic form to such address (if any) for the time being notified by or on behalf of the Company for that purpose.
- 126 The Company may convene a general meeting by notices sent through the post or by of electronic mail (e-mail) or in other electronic form and/or by having the notice advertised in at least one leading national daily newspaper and the notice so sent shall be deemed to have been given to all Members and other persons entitled to receive it on the day or time as prescribed by the provisions of these Articles or as may be the case, on the day when the advertisement appears (or first appears).
- 127 A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting, where requisite, of the purposes for which it was called.
- 128 Nothing in these Articles shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.
- 129 For the purposes of giving notice of meetings or other documents, whether under these Articles, the Statutes or other statutes or statutory instrument, the Company may determine that the persons entitled to receive such notices or other documents are those persons entered on the Register at the close of business on a day determined by it provided that such a day determined by the Company may not be more than 15 days before the day that the notice of the meeting or other document is sent.
- 130 For the purpose of determining which persons are entitled to attend and/or vote at a meeting, and how many votes such persons may cast, the Company may specify in the notice of the meeting a time, not more than 48 hours before the time fixed for the meeting, by which a person must be entered on the Register in order to have the right to attend and/or vote at the meeting.
- 131 Notice of every general meeting shall be given by the Company in any manner hereinafter authorised to:
- (a) every Member except those Members who have not supplied to the Company an address within Malaysia for the giving of notice to them; and
 - (b) the auditors for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

LOBBYING

- 132 The Company shall not pursue any lobbying or undertake any form of lobbying activities as described by its objects ("Lobbying Activities") if to do so would conflict with the best interests of its Members unless a notice calling a meeting of the Board has been given to each director on the Board, setting out in detail the matters in respect of which the Lobbying Activities are to be conducted and the nature and scope of the Lobbying Activities and such matters are approved by a resolution of the Board. Any approval given shall be specific to the Lobbying Activities set out in the notice of the relevant meeting and shall not be construed as an approval generally to undertake Lobbying Activities in respect of any matter. Any Lobbying Activities taken in contravention of the approval may be ratified by a resolution of the Board.

- 133 If it is subsequently resolved that the approved Lobbying Activities or any part of them should not be undertaken, the Company shall take such steps as may be necessary to effect an orderly cessation of such Lobbying Activities.

INDEMNITY

- 134 Subject to the provisions of and so far as may be consistent with the Statutes, every director or other officer of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

INSURANCE

- 135 Without prejudice to the indemnity provisions of these Articles, the Board has the power to purchase and maintain insurance for or for the benefit of any person who is or was at any time:
- (a) a director or other officer of the Company or a subsidiary undertaking of the Company or an undertaking which is or was at some time, otherwise associated with the Company or any such subsidiary undertaking or the predecessors in business of the Company or of any such subsidiary undertaking or associate (any of such company or undertaking shall be called "Relevant Company")
 - (b) a trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of any Relevant Company or employees' share scheme in which employees of any Relevant Company are interested

including, insurance against any liability within the indemnity provision of these Articles incurred by him in relation to any Relevant Company, or any such pension fund, retirement or other scheme or employees' share scheme.

WINDING UP

- 136 The Company may be wound up by a resolution passed by a majority of Members holding not less than 90% of the Voting Rights present and voting at a general meeting of which not less than 2 months prior written notice specifying the intention to propose the winding up has been duly given to all persons who are entitled to receive such notice from the Company.
- 137 Every Member undertakes to contribute to the assets of the Company in the event of the same being wound up during the time that he is a Member or within one year afterwards for the

payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a Member and of the costs, charges and expenses of winding up the same, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding RM1000.00 (Ringgit Malaysia One Thousand Only).

- 138 If upon the winding up or dissolution of the Company, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to or distributed amongst the Members of the Company as at the time of such winding up or dissolution, in the same proportion as the distributions received by the Members from the Company in the financial year immediately prior to such winding up or dissolution; and all and any rights vested in the Company by any member, or controlled by the Company by virtue of its membership, shall revert to such Member.