

THE COMPANIES ACT, 1965

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

MALAYSIAN TECHNICAL STANDARDS FORUM BHD

1. The name of the Company is "Malaysian Technical Standards Forum Bhd".
2. The registered office of the Company will be situated in Malaysia.
3. In this Memorandum the following definitions apply unless the context otherwise requires:

"**Act**" means the Companies Act 1965 and every other Act for the time being in force concerning companies and affecting the Company.

"**Annual Revenue**" means the gross annual revenue of the applicant or Member company whose business is related to and derived within the communications and multimedia industry based on the last audited accounts of the applicant or Member, whereby the financial year of the last audited accounts shall not be more than two (2) years prior to the current calendar year. For clarification, if the current calendar year is 2003, then the latest audited accounts shall be for financial year 2001 or 2002, whichever is later.

"**Associate Members**" means Members who are admitted pursuant to Article 9 of the Articles of Association.

"**Authorised Representative**" means person nominated as such by a Corporate Member.

"**Board**" means the Board of Directors of the Company.

"**CMA**" means the Communications and Multimedia Act 1998.

"**Commission**" means the Malaysian Communications and Multimedia Commission established under the Malaysian Communications and Multimedia Commission Act 1998.

"**Company**" means the Company limited by guarantee and called the Malaysian Technical Standards Forum Bhd.

“**Corporate Member**” means a Member who is a corporation and who is not an Individual.

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“**Individual**” means a natural person not being an organisation or representing an organisation.

“**Members**” means Members of the Company who shall consist of:-

- (a) Ordinary Members; and
- (b) Associate Members,

and whose names are entered on the Register of Members.

“**Minister**” means the Minister for the time being charged with the responsibility for companies as referred under the Act.

“**Network Facilities**” means any element or combination of elements of physical infrastructure used primarily for, or in conjunction with, the provision of Network Services, but does not include customer equipment.

“**Network Services**” means a service for carrying communications by means of guided and/or unguided electromagnetic radiation.

“**Ordinary Members**” means Members who are admitted pursuant to Article 5 of the Articles of Association.

“**Register of Members**” means the register of Members kept by the Company as required by the Company’s Articles of Association.

“**Technical codes**” has the same meaning as defined in the CMA.

Words importing the singular include the plural and vice versa.

Words importing a gender include all genders.

4. The objects for which the Company is established are to:
 - (a) promote the development of standards and safety of Network Facilities; to actively promote a co-operative environment to address in a timely manner national or international issues involving technical standards, technical codes and development of operational guidelines for Malaysian Communications and Multimedia Industry; and to generally do all such things as may appear to be incidental or conducive to the development of the object thereto;
 - (b) establish and maintain technical standards, technical codes, network interoperability and operational issues affecting the Malaysian Communications and Multimedia Industry; to develop, recommend, modify, update and seek the registration of technical codes from time to time for the Communications and Multimedia Industry; to promote the dissemination of relevant information on the technical codes and

standards to the public and the education thereof; to monitor technical code compliance and administer sanctions for breaches of the technical codes; to engage in activities that would facilitate industry regulation; and to generally do all such things as may appear to be incidental or conducive to the development of the object thereto including operating as a recognised standard writing organisation for the development of Malaysian standards in accordance with the Standards of Malaysia Act 1996, where the Board deems appropriate; and

- (c) be an information resource to its Members and participants and other interested parties; to liaise closely with government and non governmental bodies, voluntary associations or individual persons with a view to facilitate the development and growth of the Communication and Multimedia Industry; and to generally do all such things as may appear to be incidental or conducive to the development of the object thereto.
5. The Company has all the following powers to carry out and promote the objects of the Company:-
- (a) To obtain, collect and receive any gift, grants, donation, contributions, subscription or fees whether movable or pecuniary and whether or not subject to any trust for anyone or more of the object of the Company.
 - (b) To take such steps by personal appeals only as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Company in the form of donations, grants, loans, legacy, subscriptions, fees or otherwise.
 - (c) To purchase, take on lease or otherwise acquire for the purposes of the Company and to hold any estates, lands, buildings, easements or other in movable or immovable property which may be deemed necessary or convenient for any of the purposes of the Company PROVIDED that the Company shall not acquire, charge, mortgage or dispose of any land without the consent of the Minister.
 - (d) To construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
 - (e) To let or lease or hire the whole or any part of the movable property of the Company on such tenure as the Company shall determine.
 - (f) To purchase or otherwise acquire, erect, maintain, reconstruct, and adopt any offices, and other things found necessary or convenient for the purpose of the Company.
 - (g) To sell, dispose of, or transfer any property and undertaking of the Company or any part thereof, for any consideration which the Company may see fit to accept.

- (h) To draw, accept and make, and to endorse, discount and negotiate, bills of exchange, promissory note and other negotiable instruments.
- (i) To invest in Malaysia the moneys of the Company not immediately required in such manner as from time to time may be determined, PROVIDED that the Company shall not invest in or hold shares or any other convertible form of security or incorporate any subsidiary or affiliate company.
- (j) 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.
- (k) 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 or person for services rendered thereof in cash or in any other manner allowed by law.
- (l) To raise money in such manner as the Company may think fit.
- (m) To do all or any of the matters hereby authorised in any part of Malaysia either alone or in conjunction with, or as trustees or agents, for any company association or person, and by or through trustees or agents.
- (n) Generally to do all such other lawful things as are incidental or conducive to the attainment of the object and the exercise of powers of the Company.

PROVIDED that :

- (i) the provisions of the Third Schedule of the Act shall not apply to the Company and the foregoing provisions of this paragraph shall be read and construed without reference to the provisions of that Schedule: unless expressly included in this Memorandum and Articles of Association; and
 - (ii) the Company shall not support with its funds any political organisation or society or endeavour to impose on or procure to be observed by its Members or others any regulation, restrictions or conditions which, if any were included in the objects of the Company would make it a Trade Union within the meaning of the Trade Union Act 1959.
6. There shall be a Board of Directors set up for the management of the affairs of the Company (hereafter called "**the Board**").
7. All of the income and property of the Company must be applied solely towards the promotion of the objects of the Company and no portion may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to the Members provided that this restriction does not prevent the payment in good faith of:

- (i) remuneration to any officers or employees of the Company or to any Member or any other person in return for services actually rendered to the Company;
- (ii) interest on money lent to the Company by a Member at a rate not exceeding the rate for the time being charged by the Company's bankers for overdrawn accounts; or
- (iii) reasonable and proper rent, remuneration or return for any premises of a Member occupied by the Company,

but so that no member of the Board shall be appointed to any salaried office of the Company paid by fees and that no remuneration or the benefit in money's worth shall be given by the Company to any member of the Board except payment of out-of-pocket expenses of the members of the Board as aforesaid.

8. A special resolution of the Members of the Company altering or adding to the Articles of Association of the Company, including without limitation to any variation to **Schedule 1** and making, varying or repealing the Company's by-laws, will not have effect unless (in addition to the requirements prescribed by the Act and the Articles of Association of the Company) the following requirements are complied with:

- (a) in the case of **Articles 40(a), (b), (c) and (d)**, the Consensus of the Ordinary Members; and
- (b) in the case of all other Articles, there is an affirmative vote of more than seventy five percent (75%) of Ordinary Members present and entitled to vote in person or by Authorised Representative or by proxy.

9. For the purposes of **Clause 8(a)**:-

- (a) "**Consensus**" is established when the Ordinary Members participating in the consideration of a Reserved Matter have reached an affirmative vote of more than seventy five (75%). Consensus requires that all views and objections be considered, and the views and objections of the minority shall be recorded with the report of the above agreement.
- (b) "**Reserved Matters**" are those matters stipulated in **Article 40**.

10. The liability of the Members is limited.

11. In the event that:-

- (a) the Commission does not designate the Company to be a technical forum in accordance with sections 94 and 184 of the CMA by 31st December 2004 ("**expiry date**"); or
- (b) the Company's designation as a technical forum pursuant to sections 94 and 184 of the CMA is subsequently withdrawn by the Commission effective from the date of registration or a later date specified

(" **withdrawal date**"), the Company is not reinstated as a technical forum within six (6) months after the withdrawal date ("**termination date**"),

the Company will be wound up within one hundred and twenty (120) days from the expiry date or the termination date, as the case may be.

12. Every Member undertakes to contribute to the property of the Company in the event of the Company being wound up while he is a Member or within one (1) year he ceases to be a Member, for payment of the debts and liabilities of the Company (contracted before he ceases to be a member) and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding RM100.00.
13. If upon the winding up or dissolution of the Company there remains, after the satisfaction of its debts and liabilities, any property or assets whatsoever, the Members may decide that the same be paid to or distributed:-
 - (a) among the Members of the Company in accordance with the proportion of the initial subscription fee and annual membership fee paid by each Member in the calendar year in which the company is wound up or dissolves;
 - (b) to some other institution or institutions or organisations having objects similar to the objects of the Company and having been approved by the Director-General of Inland Revenue, Malaysia at or before the time of dissolutions; or
 - (c) to such other persons or in such other manner as the Members may decide.
14. True accounts of the Company shall be kept of all financial transactions and, subject to any reasonable restrictions as to the time and manner, such records are open to inspection by the Members. At least once in every year the accounts of the Company shall be examined by one or more properly qualified Auditor.