

**THE COMPANIES ACT, 2016  
MALAYSIA**

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**COMPANY LIMITED BY SHARES**

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**CONSTITUTION**

**OF**

**TOKIO MARINE LIFE INSURANCE MALAYSIA BHD  
(COMPANY NO. 457556-X)**

**Incorporated on the 11th day of February, 1998.**

THE COMPANIES ACT, 2016

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COMPANY LIMITED BY SHARES

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CONSTITUTION OF

**TOKIO MARINE LIFE INSURANCE MALAYSIA BHD**

1. The name of the Company is **“TOKIO MARINE LIFE INSURANCE MALAYSIA BHD”**.
2. The Registered Office of the Company will be in Malaysia.
3. The objects for which the Company is established are:
  - (a) To grant assurance of all kinds payable upon the happening of all or any of the following events, namely, the death or marriage, or birth or failure of issue of, or the attainment of a given age by any person or persons, or the expiration of any fixed or ascertainable period, or the occurrence of any contingency or event which would or might be taken to affect the interest (whether in possession, vested, contingent, expectant, prospective or otherwise) of any person or persons in any property, or loss or recovery of contractual or testamentary capacity in any person or persons.
  - (b) To grant, purchase, or sell endowments and annuities, either for lives or for years or on survivorship, and either immediate, deferred, determinable, contingent, or reversionary, and to purchase, invest in, and sell life, reversionary, and other estates, interests, and securities whether in real or personal property and generally to undertake and transact all matters and business which may be in any way connected with or depend on contingencies.
  - (c) Generally to transact the business of a life assurance company, including the sale and purchase or re-purchase of annuities and reversionary interests, and life or other interests of uncertain duration or commencement, and endowments, for children and all other business appertaining to or commonly transacted by life assurance companies and to acquire by sale, purchase or otherwise all assurances on lives of any description.
  - (d) To grant either policies or other instruments of assurance against, or assuring compensation or payment to the person insured in case of death or injury to health or limb by railway, aircraft or motor accident or shipwreck, or, other perils of the land or water or any other accident or misadventure, or violence during any journey or voyage by land, air or water or during any other limited or specified period.

- (e) To acquire or extinguish or otherwise deal with any insurance made with the Company.
- (f) To guarantee, provide, prepare and supply medical and surgical aid and treatment and all remedies and requisites in case of accident to any person, or the family and household or any person, or staying in the house of any such person insured.
- (g) To contribute to the funds of such hospitals or other institutions as efficiently serve or agree to serve the Company's clients in cases of accident and to pay such institutions for the said services.
- (h) To re-insure or counter-insure any of the risks undertaken by the Company.
- (i) To effect as agents for others assurances of every kind and against every and any contingency.
- (j) To create or set aside out of the capital or revenue of the Company, a special fund, or special funds, and to give to any class of its policy-holders, annuitants, or creditors, any preferential right over any fund or funds so created and for such or any other purposes of the Company to place any portion of the Company's property in the names or under the control of trustees, and to admit any class or section of those who insure or have dealings with the Company to any share in the profits of the Company or in the profits of any particular branch of the Company's business or to any other special rights privileges advantages or benefits.
- (k) To apply out of the revenue or otherwise out of the funds of the Company in each year until the first valuation of the Company's risks any sum not exceeding the gross amount realised, irrespective of expenses, during the year, from interest on invested capital or other sources of income or profits, in or towards the payment of a dividend not exceeding ten per cent per annum upon the capital called up and paid, and to spread any preliminary expenses, including such interest over any subsequent years.
- (l) To purchase, take on lease, or otherwise acquire for the purpose of the Company, any estates, lands, buildings, easements, or other interests in or immovable property, and to sell, let on lease, or otherwise dispose of or grant rights over any property belonging to the Company.
- (m) To draw, accept and make, and to indorse, discount and negotiate, bills of exchange and promissory notes, and other negotiable instruments.
- (n) To borrow or raise money by the issue of debentures, debenture stock (perpetual or terminable), bonds, mortgages, or any other securities, founded or based upon all or any of the property and rights of the Company, including its uncalled capital), or without any such security, and upon such terms as to priority or otherwise, as the Company shall think fit.
- (o) To advance moneys at interest on the security of any freehold (including enfranchised copy-hold) leasehold or other property in or of any estate or interest in any such property.

- (p) To advance moneys to shareholders in the Company and others upon security of and for the purpose of enabling the person borrowing the same to erect, purchase, enlarge or repair any dwelling house or business premises, or to purchase the freehold title or any less estate or interest in, or to take a demise for any term or terms of years of any freehold (including enfranchised copyhold) or leasehold property upon such terms as the Company may think fit.
- (q) To receive money on deposit, with or without allowance of interest thereon.
- (r) To advance and lend money upon such security as may be thought proper or without taking any security therefor.
- (s) To invest the moneys of the Company not immediately required in such manner, other than in the shares of this Company as from time to time may be determined.
- (t) To administer trust estates and the estates of deceased persons or bankrupt or insolvent estate or estates in liquidation in any part of the world and to undertake the task of trustee, executor, administrator, assignee, liquidator, receiver, inspector or any similar office and to perform and discharge the duties of such office for a commission or other remuneration or otherwise.
- (u) To acquire by subscription, purchase or otherwise, and to accept and take, hold or sell, shares or stock in any company, society or undertaking, the objects of which shall, either in whole or in part, be similar to those of this Company, or such as may be likely to promote or advance the interests of this Company.
- (v) To establish agencies (and local boards) in any country and to regulate and discontinue the same.
- (w) To provide for the welfare of persons in the employment of the Company, or formerly engaged in any business acquired by the Company, and the wives, widows and families of such persons, by grants of money pensions or other payments, and by providing or subscribing towards places of instruction and recreation, and hospitals, dispensaries, medical and other attendance, and other assistance as the Company shall think fit and form, subscribe to, or otherwise aid benevolent religion, scientific, national or other institutions or objects, which shall have any moral or other claim to support or aid by the Company by reason of the locality of its operations or otherwise.
- (x) From time to time to subscribe or contribute to any charitable benevolent or useful object of a public character, the support of which will in the opinion of the Company, tend to increase its repute or popularity among its employees, its customers, or the public.
- (y) To enter into and carry into effect any arrangement for joint working in business, or for sharing of profits, or for amalgamation with any other company, or any partnership or person, carrying on business within the objects of this Company.
- (z) To establish, promote, and otherwise assist, any company or companies for the purpose of furthering any of the objects of this Company.
- (aa) To sell, dispose of, or transfer the business, property and undertaking of the Company, or any part thereof, for any consideration which the Company may see fit to accept.

- (bb) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other Company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company.
  - (cc) To distribute in specie or otherwise as may be resolved any assets of the Company amongst its members, and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company.
  - (dd) To do all or any of the matters hereby authorised, either alone or in conjunction with, or as factors, trustees or agents for, any other companies of persons, or by or through any factors, trustees or agents.
  - (ee) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above objects or any of them.
  - (ff) To pay out of the funds of the Company all expenses of and incidental to the formation, registration and establishment of the Company and the issue of its capital, and to pay brokerage and subject to the Companies Act 2016 or any modification thereof for the time being in force, commissions for obtaining applications for taking and underwriting share debentures or debenture stock.
4. The liability of the members is limited.
5. The share capital of the Company is its issued share capital. The shares in the original or any increased capital may be divided into several classes, and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.
6. In these presents if not inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

|                  |                                                                                                                                                                                                               |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "The Company"    | TOKIO MARINE LIFE INSURANCE MALAYSIA BHD.                                                                                                                                                                     |
| "The Act"        | The Companies Act 2016, the Financial Services Act 2013 and any modification, amendment or re-enactment thereof and any and every other act for the time being in force concerning and affecting the Company. |
| "These presents" | This Constitution, as originally framed or as from time to time altered.                                                                                                                                      |
| "Directors"      | The Directors for the time being of the Company.                                                                                                                                                              |
| "Office"         | The Registered Office of the Company for the time being.                                                                                                                                                      |
| "Seal"           | The Common Seal of the Company.                                                                                                                                                                               |
| "Month"          | Calendar Month.                                                                                                                                                                                               |
| "Year"           | Calendar Year.                                                                                                                                                                                                |
| "In writing"     | Written or produced by any substitute for writing, or partly one and partly another.                                                                                                                          |

“Dividend”                      Dividend and/or bonus.

“Paid”                              Paid or credited as paid.

The expressions “debenture” and “debenture-holder” shall include “debenture-stock” and “debenture-stockholder”, and the expression “Secretary” shall include any person appointed by the Directors to perform any of the duties of the Secretary.

Words denoting the singular shall include the plural and vice versa, words denoting the masculine shall include the feminine, words denoting persons shall include corporations.

Save as aforesaid, any words or expressions defined in the Act or the Interpretation Acts, 1948 & 1967, shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

The head notes are inserted for convenience only and shall not affect the construction of these presents.

## **SHARE CAPITAL**

7. The share capital of the Company is its issued share capital.
8. Except as is otherwise expressly permitted by the Act, the Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee or the provision of security or otherwise, any financial assistance for the purpose of or in connection with the purchase of or subscription for the shares of the Company or its holding company from time to time, if any, or in any way purchase, deal in or lend money on the security of its shares.
9. Any share in the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital voting or otherwise, as the Company may from time to time by Ordinary Resolution determine, and subject to the provisions of the Act, the Company may issue preference shares which are, or at the option of the Company are to be liable, to be redeemed on such terms and in such manner as the Company before the issue thereof may by Special Resolution determine.
10. Notwithstanding the foregoing clause on any issue of preference shares, preference shareholders will be deemed to have the same rights as ordinary shareholders as regards the receiving of notices, reports and balance sheets and the attending of General Meetings of the Company. Preference shareholders shall also have the right to vote at any meeting convened for the purpose of reducing the capital or winding up or sanctioning a sale of the undertaking or where the proposal to be submitted to the meeting directly affects their rights and privileges or when the dividend on the preference shares is more than six months in arrears.

## **VARIATION OF RIGHTS**

11. Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be varied or abrogated, and preference capital may be repaid if agreed to by the holders of three-fourths of the preference shares at a General Meeting called for the purpose. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company, or to the proceedings thereat, shall mutatis mutandis apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class. Provided that where the necessary majority for such a Special Resolution is not obtained at the meeting, consent in writing if obtained within two months of the meeting, shall be as valid and effectual as a Special Resolution carried at the meeting.
12. The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

## **ALTERATION OF CAPITAL**

13. The Company may from time to time by Ordinary Resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
14. All new shares shall be subject to the provisions of these presents with reference to allotments, payment of calls, lien, transfer, transmission, forfeiture and otherwise.
15. The Company may by Special Resolution:-
  - (a) Consolidate and divide all or any of its share capital, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived;
  - (b) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled; and
  - (c) Sub-divide its shares, or any of the shares, whatever is in the subdivision, the proportion between the amount paid and the amount, if any, unpaid on each subdivided share shall be the same as it was in the case of the share from which the subdivided share is derived.
16. The Company may, subject to the Act, by Special Resolution reduce its share capital.

## **SHARES**

17. Save as the Company may by Ordinary Resolution otherwise direct and subject to compliance with the Act, the shares in the capital of the Company for the time being unissued shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper, but so that no shares shall be issued which shall have the effect of transferring a controlling interest without the prior approval of the members in General Meeting.
18. The Company may exercise the powers of paying commissions conferred by the Act. The rate or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act, and such commission shall not exceed 10 per cent of the price at which the shares in respect of which the commission is paid are issued. The Company may also on any issue of shares pay such brokerage as may be lawful.
19. If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may, subject to the conditions and restrictions mentioned in the Act, pay interest on so much of such share capital as is for the time being paid up, and may charge the same to capital as part of the cost of construction of the works, buildings or plants.
20. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these presents or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.
21. The Company shall not be bound to register more than three persons as the holder of any share except in the case of executors or administrators of the estate of a deceased member.

## **CERTIFICATES**

22. The Company shall not be required to issue a share certificate unless an application for a certificate by a Member is received by the Company. The Company shall within sixty days from receipt of such application and upon payment of a sum not exceeding RM2.00, send a certificate to the Member. Every certificate shall be issued under the Seal and bear the signatures or the facsimile signatures of two Directors or of one Director and the Secretary or such other person as may be appointed by the Directors, and shall specify the class of shares to which it relates, and the number of shares held. In the case of a share held jointly by several persons, the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of such persons shall be sufficient delivery to all.



23. If a certificate be defaced, lost, worn out, stolen or destroyed, it may be renewed or replaced on payment of such fee (if any) not exceeding RM50.00 and on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in investigating evidence as the Directors think fit.

### **CALLS ON SHARES**

24. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares and not by the terms of issue thereof made payable at fixed times, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the date, time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
25. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed, and may be made payable by instalments.
26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
27. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding 8% per annum, as the Directors determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.
28. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date, shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue, the same becomes payable, and in case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
29. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid, and the times of payment.
30. No member shall be entitled to receive any dividend or to be present or vote at any meeting or upon a poll, or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).
31. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon the shares held by him, and such payments in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is made, and upon the money so received or so much thereof as from time to time exceeds the amount of the calls then made upon the shares concerned, the Company may pay interest at such rate (not exceeding 5% per annum) as the member paying such sum and the Directors agree upon, unless the company in a General Meeting otherwise directs. No such sum paid in advance of calls shall entitle the member paying such sum to any portion of a dividend declared in respect of any period to the date upon which such sum would, but for such payment, become presently payable.

## **FORFEITURE AND LIEN**

32. If a member fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest and expenses which may have accrued.
33. The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith, the shares on which the call was made will be liable to be forfeited.
34. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.
35. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition, the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.
36. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares, but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares, with interest thereon at 8% per annum (or such lower rate as the Directors may approve) from the date of forfeiture or surrender until payment, but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender.
37. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share. The Company's lien (if any) on a share shall extend to all dividends payable thereon. The Directors may resolve that any share shall for some specified period be exempt from the provisions of this Clause.
38. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy.

39. The net proceeds of sale whether of a share forfeited by the Company or of a share which the Company had a lien, after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable, and any residue shall be paid to the person entitled to the shares at the time the sale or his executors, administrators or assigns or as he or they may direct. For giving effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser.
40. A statutory declaration in writing that the declarant is a Director of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any), given for the share on the sale, re-allotment or disposal thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

## **TRANSFER OF SHARES**

41. All transfers of shares may be effected by transfer in writing in the usual common form, or in such other form as the Directors may accept.
42. The instrument of transfer of a share shall be duly stamped and signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
43. No share shall in any circumstances be transferred to any bankrupt or person of unsound mind.
44. Subject to the Act, the Directors may decline to register any transfer of shares. If the Directors refuse to register a transfer, they shall pass a resolution within 30 days after the date on which the transfer was lodged with the Company, and send to the transferor and the transferee notice of the refusal together with the reasons for refusing the registration, within 7 days of the resolution being passed as required by the Act. The resolution shall set out in full the reasons for refusing or delaying the registration.
45. The Directors may decline to recognise any instrument of transfer, unless:-
  - (a) Such fee, not exceeding RM2.00 as the Directors may from time to time require, is paid to the Company in respect thereof; and
  - (b) The instrument of transfer is deposited at the Office or at such other place (if any) as the Directors may appoint accompanied by the certificates of the shares to which it relates (if any such certificate was previously issued to such member) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer and if the