



KUMPULAN PERANGSANG SELANGOR BERHAD

(Registration No:197501002218/23737-K)

DIRECTORS' CONFLICT OF INTEREST POLICY VERSION 2/2025

APPROVED BY THE BOARD
28 AUGUST 2025

This Policy is applicable to Kumpulan Perangsang Selangor Berhad Group of Companies

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1.0 INTRODUCTION

The purpose of this Directors' Conflict of Interest Policy ("DCOI Policy" or "Policy") is to protect the interests of Kumpulan Perangsang Selangor Berhad ("KPS Berhad" or "Company") and to promote honest and ethical conduct, including the handling of actual, apparent (perceived) or potential conflicts of interest ("COI") between personal and professional relationships/interests in his/her roles as Director.

Under the relevant laws and/or regulations of Malaysia, such as the Section 221 and Section 222 of the Companies Act 2016 ("CA2016") of the Companies Commission Malaysia ("CCM") and Paragraph 10.08(6) of the Main Market Listing Requirements ("MMLR") of Bursa Malaysia Securities Berhad ("Bursa Securities"), Directors must avoid having any COI in making decisions for the Company. All Directors have a duty to avoid a situation whereby there is a possibility of conflict between the interests of the Company and their own direct or indirect interests, or between their duties to the Company and those to another person.

1.1 Scope

The Policy is applicable to KPS Berhad's and its subsidiaries' Directors.

1.2 Responsibility

- (i) Secretarial Department ("SD") is responsible for the development and maintenance of the Policy, including any reviews, changes, amendments, additions or deletions of any provision to the Policy for KPS Berhad Group.
- (ii) KPS Berhad's Board Audit Committee ("BAC") will be responsible to review, consider, and recommend to the Board of Directors ("Board") of KPS Berhad in identifying and managing Directors' COI as stipulated in the BAC's Terms of Reference ("TOR").
- (iii) The Board of KPS Berhad upon reviewing the recommendation by the BAC, shall deliberate, review the matter and concur with the recommendation by the BAC on the next course of action.

1.3 Approving Authority

(i) At KPS Berhad

The Board of KPS Berhad is the approving authority of the Policy.

(ii) At Subsidiary Companies

The subsidiary companies are to adopt the Policy upon approval by their respective Boards.

1.4 Date of Implementation

The Policy is effective immediately upon approval by the Board of KPS Berhad. or the subsidiary companies, the Policy is effective upon approval of its adoption by their respective subsidiary boards.

1.5 Frequency of Review

The Policy shall be reviewed once every five (5) years or as and when changes occur to Bursa Securities' MMLR, MCCG, or any other regulatory requirements to ensure it remains relevant and aligned with the current prevailing laws and regulatory requirements.

1.6 Reference

The Policy is to be read in conjunction with all the relevant policies at the respective entity within the KPS Berhad Group, procedural documents and other external guidelines, but not limited to the following:

- (i) CA2016;
- (ii) MMLR of Bursa Securities;
- (iii) Malaysian Code on Corporate Governance ("MCCG");
- (iv) Bursa Malaysia Corporate Governance Guide 4th Edition;
- (v) Whistleblower Protection Act 2010;
- (vi) KPS Berhad's Constitution;
- (vii) KPS Berhad's Board Charter;
- (viii) KPS Berhad's Directors' Code of Conduct;
- (ix) KPS Berhad's BAC TOR
- (x) KPS Berhad's Code of Business Ethics;
- (xi) KPS Berhad's Financial Authority Limits and Delegation of Authority;
- (xii) KPS Berhad's Anti-Bribery and Corruption Policy;
- (xiii) KPS Berhad's Compliance Policy;
- (xiv) KPS Berhad's Related Party Transactions Policy; and
- (xv) KPS Berhad's Whistleblowing Policy and Guidelines.

1.7 Definition

The key terms and acronyms appeared in the Policy shall be defined as per **Appendix 1** of this Policy.

2.0 OBJECTIVES

The objectives of this Policy are as follows:

- 2.1 To guide the Directors in identifying and handling actual or perceived or potential COI involving the Directors themselves and/or external parties.
- 2.2 To outline the disclosure obligations of each Director concerning COI and the procedures to follow if a COI arises.
- 2.3 To assist the Directors in performing their duties with high ethical and integrity standards, while serving the KPS Berhad Group.
- 2.4 To protect KPS Berhad Group's interest and ensure that any situation giving rise to COI is adequately reported and managed in accordance with the regulatory requirements.

3.0 STATEMENT OF POLICY

- 3.1 The term "COI" describes any circumstances that could cast doubt on the Directors' ability to act with full objectivity in performing their statutory duties and safeguarding the Company's interests. No Director shall knowingly place himself or their Family Members in a position that conflicts with their statutory duties or the interests of the Company.
- 3.2 The Directors, in avoiding situations of COI, shall:
- (i) Ensure that their financial circumstances and transactions do not jeopardise their independent judgement or adversely affect their job performance.
 - (ii) Not hold any financial or other interests directly or indirectly in any contractor, vendor, or party having or is likely to have business dealings with KPS Berhad Group.
- 3.3 Directors shall declare that they do not have any COI and are not a Family Member of any other Director(s) and/or major shareholders of the Company. 'Family Members' include spouse, parent, child (including adopted child and stepchild), brother, sister and the spouse of the Director's child, brother or sister as defined under the CA2016 and MMLR of Bursa Securities.
- 3.4 The Policy does not attempt to describe all possible COI that could develop. However, some of the more common conflicts which the Directors should avoid are described below:

(i) Interest in Person/Entity that has Dealing with KPS Berhad Group

Director having any direct or indirect financial or other interest in a person or entity which has dealings with the KPS Berhad Group, where such Directors are in a position to influence the Company's decisions with respect to such dealings.

(ii) Directorship/Employment with other Companies that have Dealings with KPS Berhad Group

Directors serving on the Board or employment or service in any capacity (with or without remuneration) with any person or entity that has dealings with the KPS Berhad Group.

(iii) Directors in a Position to Influence Decision Making

Directors positioned to influence decisions made by the Board concerning dealings with a business, enterprise or entity owned or partially owned by the Directors, Directors' family members, associates or those with a close personal relationship with such Directors.

(iv) Conduct Activities Inconsistent with Company's Best Interest

Directors shall avoid any conduct or activities inconsistent with the Company's best interests or that disrupt or impair the Company's relationship with any person or entity with which the Company has or proposes to enter a business or contractual relationship.

(v) Compensation from Sources Other than the Company

Directors shall not accept compensation in any form for their services performed as a Director of the KPS Berhad Group from any source other than the KPS Berhad Group.

(vi) Confidential Information, Personal Data and Intellectual Property

- (a) The business affairs and records of Company comprising business, technical, financial, legal, personal data, intellectual property and contractual records and documents comprising e-mails, letters, reports, drawings, calculations, specifications, formulae, forms, licenses, agreements or other documents or computer software or files of whatever nature and information as to formulate, processes and manufacturing methods are all confidential information belonging to KPS Berhad or the respective subsidiary companies.
- (b) Such information is strictly private and confidential and may not be utilised, discussed with, divulged to or disclosed to persons inside or outside the KPS Berhad Group, except for legitimate business purposes by persons authorised to do so. All necessary precautions are to be taken by the employees with respect to the confidentiality of such confidential information.
- (c) Directors must comply with KPS Berhad's policies and procedures, including applicable laws concerning the protection of personal data and privacy.
- (d) Directors will not at any time, after the cessation of employment tenure with the KPS Berhad Group, whether by resignation or otherwise, use KPS Berhad Group's confidential information in breach of the employee post-tenure obligations to maintain the confidentiality of such confidential information.

(vii) Opportunities related to Company's Business for Personal Gain

Directors shall avoid taking for themselves personal opportunities related to the Company's business, using the Company's property, information or position for personal gain, and shall not compete with the Company for business opportunities.

(viii) Personal Use of Company Assets

Directors shall avoid using Company's assets, resources or information for personal use without prior approval by the Chairman of the Board, and in the case of the Chairman, approval by the Board.

(ix) Loans

Loans by the Company to, or guarantees by the Company of obligations of any Director, or their Family Members, are expressly prohibited.

(x) Directorships in Common

In some circumstances, the Company and/or its subsidiary companies may enter into transactions with other companies that share a common Director with any entity within the KPS Berhad Group, or where the Director is an officer or employee of such other company. The Conflicted Director, after having disclosed all known pertinent information and subsequently cleared by the BAC, must avoid participating in deliberations and decisions concerning any transaction, contract, or other arrangement between the Company and/or its subsidiaries and the other company.

(xi) Acceptance of Entertainment, Gifts, Meals and Benefits from Any Person or Parties/Agents or Organisation Connected to KPS Group

Directors are strictly prohibited from accepting any entertainment, benefits or gifts of a Nominal Value of more than RM350 per transaction from any person or parties/agents or organisation who have ongoing or potential business dealings or are connected to the KPS Berhad Group including but not limited to cash, vouchers or any items of value having any cost or financial value, including food and beverages (e.g. pens, hampers, concert tickets, supplier or sub-contractor sponsored meals and entertainment), particularly if it is given with the intent to influence the Directors to secure an undue or improper result, award, decision, benefits or advantage of any kind in relation to the KPS Berhad Group.

Any Director who has received such items:

- (a) must disclose/consult such fact with the Board, the Chairman, or the MD/GCEO to determine whether the gifts or benefits should be declared as it may be perceived as a COI; and
- (b) must professionally inform Participating Vendor and other relevant parties of the Policy and the reasons for its adoption, as entertainment and gifts may be perceived as bribes that could tarnish the Company's reputation or violate anti-bribery and corruption laws.

4.0 OBLIGATION & DECLARATION PROCEDURES

- 4.1 Directors are required to declare and notify, in writing or via electronic means (such as emails), the Board or the BAC and the Company Secretary, of any COI (whether direct or indirect, perceived, actual or potential, with the Company and/or its Subsidiary companies) as soon as practicable. Such a declaration shall include relevant details on the nature and extent of the COI, such as the name of the company involved, number and percentage of shares held, the nature of the relationship, and any other pertinent information. Thereafter, the Company Secretary shall table the COI to the Board at its meeting.

4.2 Identification by a Director (Self Declaration)

- (i) Where a Director has disclosed a COI as required under the Policy, the Conflicted Director:
 - (a) will continue to receive Board papers or other information which relates to the COI matter, unless the Conflicted Director requests otherwise or the Chairman determines that withholding some or all of such documents is in the best interests of the Company;
 - (b) to physically excuse himself/herself from any part of a Board and/or Board Committee meetings for the duration of any discussion on the COI matter, where necessary; and
 - (c) shall not vote on the COI matter.
- (ii) If a majority of the Non-Conflicted Directors who do not have an interest in such COI matter resolve that a disclosed interest should not disqualify a Conflicted Director from being present while the matter is being considered, then Clauses 4.2(b) of the Policy shall not apply. The Conflicted Director may be present only to make the quorum counted at the Board meeting but shall not participate in any discussion while the contract/transaction or proposed contract/transaction is being considered during the Board meeting and shall not vote on the contract/transaction or proposed contract/transaction as stated under Section 222 of the CA2016.
- (iii) The Company Secretary shall minute the COI declaration and decision taken on the COI matter.

4.3 Identification by the Board/Others

- (i) If there is any COI matter which is or is likely to be brought before the Board, by the Chairman, a Director, the MD/GCEO and/or any other persons that has a concern that the disclosure of such COI matter to a particular Director:
 - (a) would not be in the best interests of the Company; or
 - (b) places that particular Director in a position of conflict;then the matter should be referred to the Chairman of the Board. Upon consideration by the Chairman in consultation with the MD/GCEO and Company Secretary, the Chairman may determine that the particular Director is in a position of conflict, and in such circumstances, the Conflicted Director:
 - (a) will not receive Board papers or other information which relates to COI matter;
 - (b) to physically excuse himself/herself from any part of a Board or Board Committees meeting for the duration of any discussion on the COI matter, where necessary; and
 - (c) shall not vote on the COI matter.

- (ii) Where disclosure of a particular matter may place the Chairman in a position of conflict, the Board shall elect, from amongst its members, a Non-Conflicted Director who shall consider the COI matter in consultation with the MD/GCEO and Company Secretary in accordance with Clause 4.3 of the Policy.

4.4 To further strengthen the COI disclosure, the following procedures will be implemented:

- (i) The Company Secretary to remind all Directors to make declaration/disclosure on any COI matters via email or in writing upon issuance of the Notice and Agenda of the respective Board/Board Committee ("BC") meetings;
- (ii) The Chairman of the Board/Board Committee meetings is advisable, at every meeting i.e. before commencement of the agenda items to remind the Directors to make declaration/disclosure should there be any COI based on matters to be tabled at that particular Board/Board Committee meetings; and
- (iii) The Company Secretary shall also minute any deliberation of COI in the minutes of meeting (including the rationale for such COI declaration);
- (iv) All Directors are required to make an annual declaration of COI via the **Annual Declaration of COI** as set out in **Appendix 2** of the Policy; and
- (v) The Declaration of COI and/or minutes of meetings shall be made available for inspection by auditors or any relevant authorities upon request.

5.0 COMPLIANCE

As and when any potential or actual COI arises, the Director shall adhere to the Obligation and Declaration Procedures set out in item 4.0 of the Policy and/or any other applicable provisions, policies, laws, rules and regulations of Malaysia, which include amongst others:

- (i) Sections 219 and 222 of the CA2016;
- (ii) Paragraphs 7.25 and 10.08(6) of the MMLR of Bursa Securities;
- (iii) Clause 105 of KPS Berhad's Constitution;
- (iv) Clause 8 of KPS Berhad's Board Charter;
- (v) Clause 4.2 of KPS Berhad's Code of Conduct for Directors; and
- (vi) Clause 6.6 of the KPS Berhad's BAC TOR.

6.0 EXCEPTION

6.1 Any exception from the Policy shall require the approval of the Board.

6.2 Any exceptions shall be publicly disclosed if and to the extent required under the CA2016, MMLR of Bursa Securities, Company's Constitution and policies and/or any other applicable laws, rules and regulations of Malaysia.

7.0 APPENDICES

7.1 Appendix 1 - Definition

7.2 Appendix 2 - Annual Declaration of Conflict of Interest by Director

APPENDIX 1

DEFINITION

Terms	Definition
Annual Declaration of COI	means Conflict of Interest Annual Declaration made by Directors of KPS Berhad.
Board	means Board of Directors of KPS Berhad.
Board Committee	means Board Committee of KPS Berhad namely, BAC, Nomination and Remuneration Committee, Board Governance and Risk Committee, Board Investment Review Committee and Sustainability Board Committee, where relevant.
BAC	means Board Audit Committee of KPS Berhad.
Bursa Securities	means Bursa Malaysia Securities Berhad.
CCM	means Companies Commission of Malaysia.
CA2016	means Companies Act 2016.
Company Secretary	Company Secretary of KPS Berhad.
DCOI Policy or Policy	means Directors' Conflict of Interest Policy of KPS Berhad.
Conflicted Director	means a Director in respect of whom a conflict of interest arises or may reasonably arise in relation to a matter to be discussed or voted upon at the Board/Board Committee meetings pursuant to provisions under the CA2016, MMLR of Bursa Securities, KPS Berhad's Constitution, Board Charter, Code of Conduct for Directors of KPS Berhad, TOR of BAC and/or any other applicable provisions, policies, laws, rules and regulations of Malaysia.
Confidential Information	means all trade secrets, proprietary information, know - how, and confidential information of company including but not limited to: any and all technical, business or financial information or property, owned by or licensed to company, or otherwise relating to company and / or any of its subsidiaries, affiliates and related entities which is heretofore or hereinafter disclosed to Supplier, including but not limited to information regarding company's goods or services, processes, personnel, finances, business plans, studies, analyses, projections, research, market data, operations, apparatus, computer software, know-how, trade secrets, inventions, equipment, tools, moulds, dies, fixtures, parts, prototypes, samples, drawings, test results, material and manufacturing specifications, suppliers, customers, employees, processes, licensing and any other ideas or information relating to company's business or company Products, the Supplies or any business or activity in which company is engaged, regardless of the form of disclosure, whether or not disclosed in a writing marked "Confidential" or in some similar manner or identified as confidential.

Terms	Definition
Director	has the meaning given in Section 2(1) of the Capital Markets and Services Act 2007 and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon: (a) a Director of the listed issuer, its subsidiary or holding company; or (b) a Chief Executive of the listed issuer, its subsidiary or holding company. and pursuant to Section 210 of the CA2016 states that in addition to the definition of "director" in Section 2 of the CA2016, "director" includes chief executive officer, chief financial officer, chief operating officer or any other person primarily responsible for the management of the company.
Financial Interest	means direct or indirect dealings with any entity outside KPS Berhad Group from which an employee benefits cash or any other pecuniary consideration.
Family Member	have the same meanings given under Section 197(2)(a) CA2016 and Paragraph 1.01 of the MMLR of Bursa Securities which include spouse, parent, child (including adopted child and stepchild), brother, sister and the spouse of the Director's child, brother, or sister.
KPS Berhad or Company	means Kumpulan Perangsang Selangor Berhad.
KPS Berhad Group or Group	means KPS Berhad and its subsidiary companies collectively, as defined in Section 4 of the CA2016.
MD/GCEO	means Managing Director/Group Chief Executive Officer of KPS Berhad.
MMLR	means Main Market Listing Requirements of Bursa Securities.
Nominal Value	means any item, service or other thing of value (including cash or cash equivalents) with a value of not more than RM350.00 per transaction.
Non-Conflicted Director	means any Directors of the Company who is not a Conflicted Director pursuant to provisions under the CA2016, MMLR of Bursa Securities, the Company's Constitution, Board Charter, Code of Conduct for Directors, Terms of Reference of BAC of KPS Berhad and/or any other applicable provisions, policies, laws, rules and regulations of Malaysia.

Terms	Definition
Paragraph 10.08(6) of the MMLR	provides that a director with any interest, direct or indirect, must abstain from board deliberation and voting on the relevant resolution in respect of the Related Party Transaction.
Partner	means in relation to any person (referred to as "said Person") under Paragraph 1.01 of the MMLR of Bursa Securities.
Participating Vendor	means an entity that has a group purchasing agreement with KPS Berhad and/or KPS Berhad Group or submits a formal bid or offer to contract with KPS Berhad and/or KPS Berhad Group.
Person Connected with Directors	means a person shall be deemed to be connected with a director if the person is member of the director's family; a body corporate which is associated with that director; a trustee of a trust, other than a trustee for an employee share scheme or pension scheme, under which that director or a member of the director's family is a beneficiary; or a partner of that director or a partner of a person connected with that director pursuant to provision under Section 197(1) CA2016 Under Section 197(2) CA2016 states that a body corporate is associated with a director if the body corporate is accustomed or is under an obligation, whether formal or informal, or the majority of directors of the body corporate is accustomed, to act in accordance with the directions, instructions or wishes of that director; that director has a controlling interest in the body corporate; or that director, or persons connected with that director, or that director and persons connected with him, are entitled to exercise, or control the exercise of, not less than twenty per centum of the votes attached to voting shares in the body corporate. means in relation to any person (referred to as "said Person") under Paragraph 1.01 of the MMLR of Bursa Securities.
Policies	means Policies as issued and approved by the Board of Directors governing the conduct and management of KPS Berhad
Related Party	means a Director, major shareholder or persons connected with such Director or major shareholder of KPS Berhad
SD	means Secretarial Department of KPS Berhad
Section 221 of the CA2016	provides that every director of a company who is in any way, whether directly or indirectly, interested in a contract or proposed contract shall, as soon as practicable after the relevant facts have come to the director's knowledge, declare the nature of his/her interest at a meeting of the board of directors.

Terms	Definition
Section 222 of the CA2016	provides that a director of a company who is in any way, whether directly or indirectly, interested in a contract entered into or proposed to be entered into by the company, shall be counted only to make the quorum at the board meeting but shall not participate in any discussion while the contract or proposed contract is being considered during the meeting and shall not vote on the contract or proposed contract.
Subsidiary	a corporation shall be deemed to be a subsidiary of another corporation as defined under Section 4(1) of the CA2106, but only if: (a) the other corporation: (i) controls the composition of the board of directors of the corporation; (ii) controls more than half of the voting power of the corporation; (iii) holds more than half of the issued share capital of the corporation, excluding any part of the share capital which consists of preference shares; or (b) the corporation is a Subsidiary of any corporation which is that other corporation's Subsidiary;

APPENDIX 2

ANNUAL DECLARATION OF CONFLICT OF INTEREST BY DIRECTOR

In accordance with the purposes and intent of Kumpulan Perangsang Selangor Berhad ("KPS Berhad" or "Company") Directors' Conflict of Interest Policy ("DCOI Policy" or "Policy"), a copy of which has been furnished to me, I hereby disclose that I, my Family Member or Related Party (as defined in the DCOI Policy) have the following affiliations, interests or relationships, and/or have taken part in the following transactions:

NO.	CONFLICT OF INTEREST DECLARATION	YES	NO
		Please indicate with a tick (/)	
1.	Do you, a Family Member or Related Party hold, directly or indirectly, a financial interest or other substantial personal interest or affiliation with any company, vendor or firm with which KPS Berhad and/or KPS Berhad Group has or proposes to enter a business or contractual relationship? <i>Example: Serve as a board member, officer, or provide service to boards of Participating Vendor.</i>		
2.	Are you a director, executive, advisory board member, limited partner, officer, trustee or hold another position of authority to influence, directly or indirectly, any organisation, firm, company whether joint venture, owned or partially owned by your organisation that would, directly or indirectly, compete with any KPS Berhad and/or KPS Berhad Group's businesses? <i>Example: Hold a board seat or executive position of an entity or any of its sub-entities that has competing interests to KPS Berhad and/or KPS Berhad Group.</i>		
3.	Do you, a Family Member or Related Party hold, directly or indirectly, have or had a compensation relationship with any company, vendor or firm with which KPS Berhad and/or KPS Berhad Group has or proposes to enter a business or contractual relationship that has resulted in or could result in personal benefit to you, a Family Member or Related Party? <i>Examples: Compensation for employment or independent contractor services, consulting fees, board stipends or fees, cash or cash equivalents, loans, entertainment, gifts, discounts, free services, advisory committee fees, favors, honoraria, royalties, personal services, other indebtedness of any kind, etc.</i>		
4.	Have you, a Family Member or Related Party used non-public information of KPS Berhad and/or KPS Berhad Group, a Participating Vendor/member or other strategic alliance for personal benefit?		

NO.	CONFLICT OF INTEREST DECLARATION	YES	NO
		Please indicate with a tick (/)	
5.	Have you, a Family Member or Related Party taken personal opportunities related to KPS Berhad business by using KPS Berhad and/or KPS Berhad Group's property, information, or position for personal gain, or competed with KPS Berhad and/or KPS Berhad Group for business opportunities?		
6.	Have you, a Family Member or Related Party used KPS Berhad and/or KPS Berhad Group's assets, labor or information for personal use without prior approval by the Chair of the Board/Board or not as part of an approved Board communication, compensation or expense reimbursement program?		
7.	Do you, a Family Member or Related Party have an equity investment in any company, vendor or firm with which KPS Berhad and/or KPS Berhad Group has or proposes to enter into a business or contractual relationship?		
8.	Are there any other interests, activities, investments or involvement that you think might be relevant for full disclosure of all actual, apparent or potential conflicts of interest?		

* Where you have ticked '**YES**', please disclose the details of your interests such as name of company, number of shares, percentage of shareholding, nature of the relationship, etc. and/or provide the relevant supporting documents.

No.	Explanation for items ticked YES*

Name: NRIC/Passport No.:
do hereby solemnly affirm and declare the following:

- (i) I have received a copy, read and understand the DCOI Policy.
- (ii) I agree to comply with the DCOI Policy.
- (iii) I agree to report to the Chairman/Board and/or Company Secretary of KPS Berhad any changes to my responses to each of the foregoing questions that may arise due to changes in circumstances or any further financial interest, situation, activity, interest or conduct that may develop before completion of my next Annual Declaration of COI.
- (iv) The information contained in this Annual Declaration of COI is true and accurate to the best of my knowledge and belief.
- (v) I am the individual named above who completed and signed the Annual Declaration of COI.

I AGREE to the statements above/I DO NOT AGREE to the statements above*.
*(*please strikethrough whichever is not applicable)*

Name of Director :

Date :

Signature :