

**From:** [Tetra YANUARIADI](#)  
**To:** [II](#)  
**Subject:** Fw: PA of PD 935-SWU MALAYSIA  
**Date:** Wednesday, April 3, 2024 1:57:38 PM  
**Attachments:** [image001.png](#)  
[AMLCTF Questionnaire MTCC.xlsx](#)  
[Appendix I MTCC Organisation Chart.pdf](#)  
[Appendix II MAA-MTCC.pdf](#)  
[Appendix III MTCC Bank Statement.pdf](#)

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Dear Naho san,

Please find the docs from MTTC.

Best regards,

Tetra

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**From:** Akmal <akmal@mtcc.com.my>  
**Sent:** Tuesday, April 2, 2024 9:47 PM  
**To:** Tetra YANUARIADI <tetra@itto.int>  
**Cc:** 'Dr. Farrah Shameen' <f.shameen@mtcc.com.my>; sabrina.mawasi@mtcc.com.my <sabrina.mawasi@mtcc.com.my>  
**Subject:** RE: PA of PD 935-SWU MALAYSIA

Dear Dr. Tetra,

Please find attached herewith the completed questionnaires for your further action.

Thank you.

Kind regards,

**AKMAL SAARANI(Mr)**

Director (Product)

Malaysian Timber Certification Council

Unit C-8-5, Block C, Megan Avenue 2

No.12, Jalan Yap Kwan Seng

50450, Kuala Lumpur

Tel : +(6) 03 21612298

Fax: +(6) 03 21612293

Website: [www.mtcc.com.my](http://www.mtcc.com.my)

Facebook: [www.facebook.com/MTCC.Malaysia](https://www.facebook.com/MTCC.Malaysia)



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**From:** Tetra YANUARIADI <tetra@itto.int>  
**Sent:** Tuesday, 26 March, 2024 12:50 PM  
**To:** Akmal <akmal@mtcc.com.my>  
**Subject:** Fw: PA of PD 935-SWU MALAYSIA

Dear Akmal,

Please the below email and its attachment.

We need you to submit the filled in AMLCTF questionnaires asap to enable us to process further the PA.

Best rega

---

**From:** Tetra YANUARIADI <[tetra@itto.int](mailto:tetra@itto.int)>  
**Sent:** Wednesday, December 13, 2023 9:31 PM  
**To:** Sabrina Hj. Mawasi <[sabrina.mawasi@mtcc.com.my](mailto:sabrina.mawasi@mtcc.com.my)>  
**Cc:** Erlena <[erlena@mtcc.com.my](mailto:erlena@mtcc.com.my)>  
**Subject:** FW: PA of PD 935-SWU MALAYSIA

Dear Sabrina and dear Erlena

Attached please find the AMLCTF Questionnaire. Please fill it out.

Best regards,  
Tetra

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**From:** TI <[ti@itto.int](mailto:ti@itto.int)>  
**Sent:** Thursday, December 14, 2023 2:29 PM  
**To:** Tetra YANUARIADI <tetra@itto.int>  
**Subject:** RE: PA of PD 935-SWU MALAYSIA

Dear Tetra,

Please ask the EA to fill out the attached AMLCTF so I can enter this information when we add them as a new supplier and attach the form when the project agreement is uploaded to Rak Approval.

Thank you.

Naho

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**From:** Tetra YANUARIADI <[tetra@itto.int](mailto:tetra@itto.int)>  
**Sent:** Thursday, December 14, 2023 2:25 PM  
**To:** TI <[ti@itto.int](mailto:ti@itto.int)>  
**Subject:** PA of PD 935-SWU MALAYSIA

Dear Naho san,

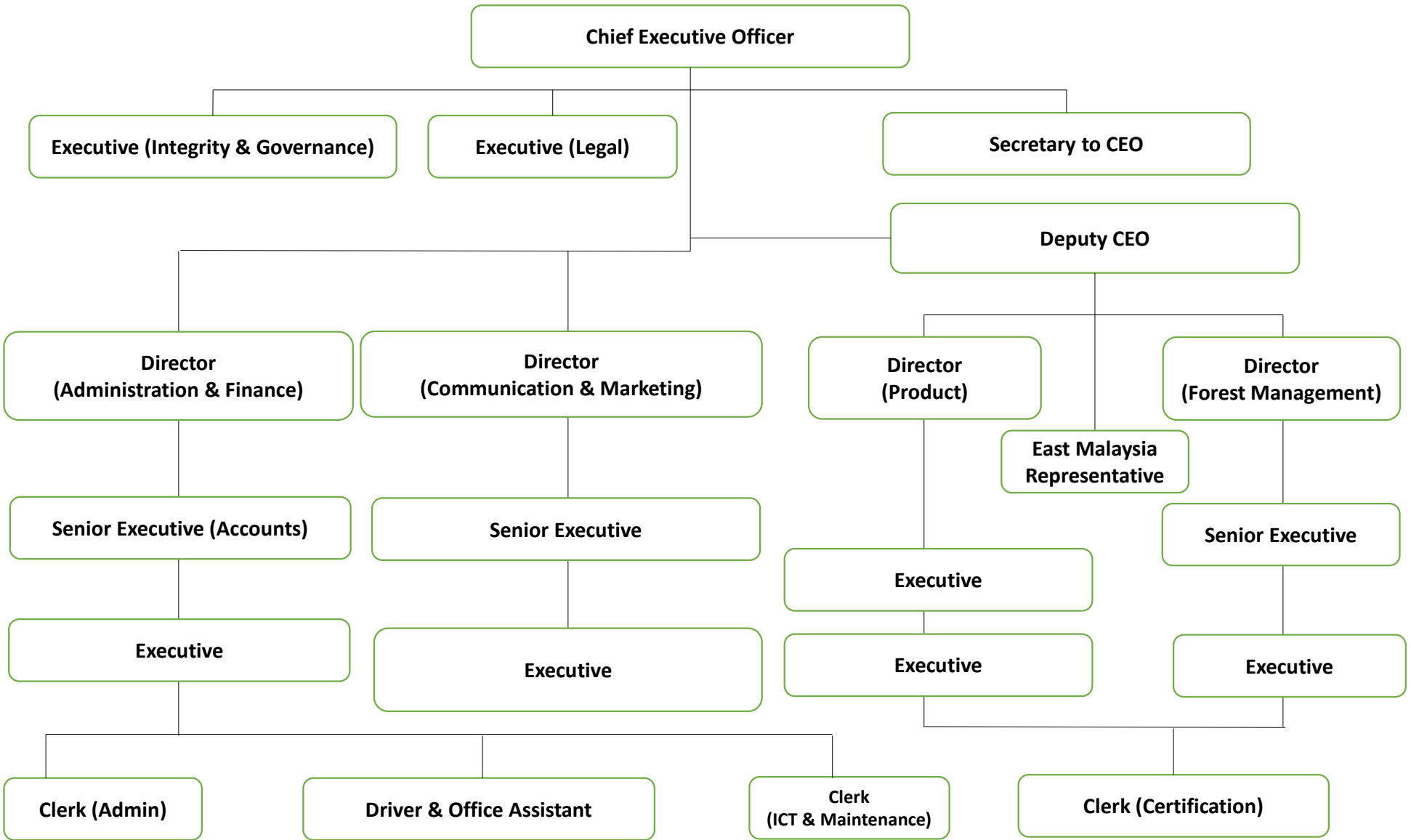
Attached please find the draft PA of SWU Malaysia for further processes.

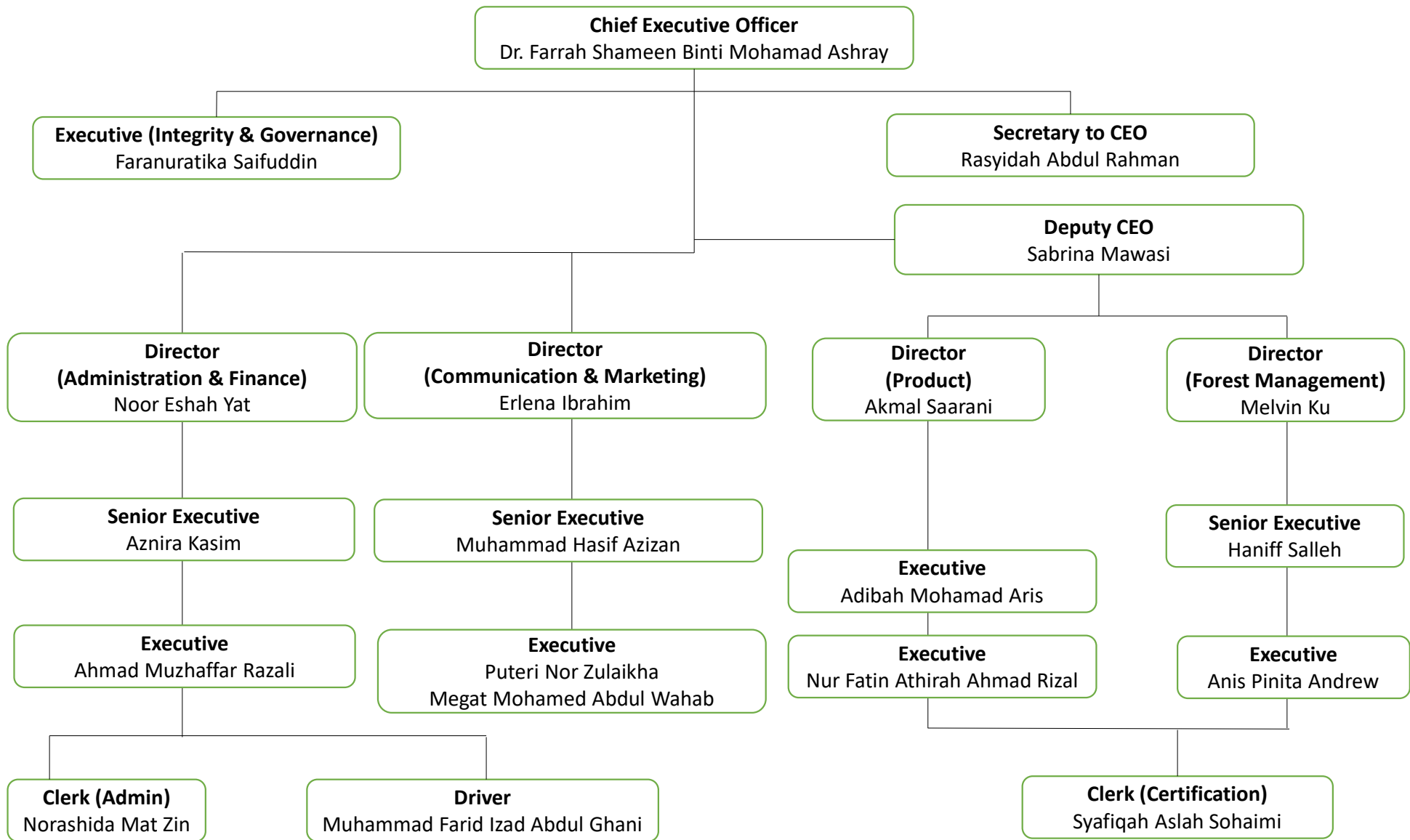
Thanks and best regards,  
Tetra

Information required by the ITTO Anti-money Laundering and Counter Terrorism Financing Policy for transferring funds to Executing Agencies/receiving funds from non-member governments

Type of Information needed regarding the entity	Explanation	Input field	Source of information (Please indicate source of information if other than from the entity)
<b>Name of Organization</b>	Name, acronym if any	<b>Malaysian Timber Certification Council (MTCC)</b>	
<b>Nature of business/work of the organization</b>	Brief information on the main business/partner which is related to the cooperation with ITTO	MTCC promotes sustainable forest management in Malaysia by providing forest certification and timber products certification. This ensures that forests are managed responsibly, benefiting the environment, local communities, and the timber industry.	
<b>Source of Funds</b>	Information on the source of funds (Provided by the donors and used by the partners to co-finance the ITTO projects)	Profit from the investment of the endowment fund received from the Government of Malaysia.	
<b>Beneficiaries</b>	The natural person(s) who ultimately owns or controls the entity	MTCC is a Company Limited by Guarantee (CLBG). As such, it does not have shares, beneficiaries or person(s) who owns or controls the entity.	
<b>Key Managers</b>	The senior management and the persons authorized to act on behalf of the entity	MTCC is governed by 11-member Board of Trustees which hold the highest authority to act on behalf of MTCC and set its strategic direction. In particular situations, the Chief Executive Officer (CEO), Deputy CEO, and Directors are authorised to act on behalf of MTCC within the scope of respective areas of responsibility.	
<b>Ownership structures</b>	Organizational structure and ownership (e.g. board, stock holder) structure	MTCC operates as an agency under the Ministry of Plantation and Commodities. As such, it does not have an ownership structure. MTCC's organisational structures is attached as <b>Appendix I</b> .	
<b>Documents on establishment</b>	E.g. Registration certificate, Recommendation Letter from focal point, articles of association, charter, statute. Any document that can be used to verify its establishment	MTCC's Memorandum and Articles of Association is attached as <b>Appendix II</b> .	
<b>Date and place of establishment</b>	Date and place when the entity was established.	29/10/1998, Malaysia	
<b>Bank account details</b>	Bank account details for account which ITTO will transfer funds to/receive funds from	Maybank Berhad (Maluri Branch) No. 88, Jalan Mahkota, Taman Maluri Cheras, 55100 Kuala Lumpur, Malaysia  Account No:5644 0980 3141 Swift code: MBBEMYKL Bank statement attached as <b>Appendix III</b> .	
<b>Legal address</b>	Registered address	Unit K03-03-10 UOA Business Park, No. 1 Jalan Pengaturcara U1/51A, Seksyen U1, 40150 Shah Alam, Selangor	
<b>Actual address</b>		C-8-5, Block C, Megan Avenue 2, No. 12, Jalan Yap Kwan Seng, 50450 Kuala Lumpur, Malaysia.	
<b>Emails</b>		ceo@mtcc.com.my	
<b>Phone numbers</b>		+60321612298	
<b>Background and history on the engagement with ITTO</b>	Please explain <b>how</b> and <b>when (date/year)</b> the entity came into contact with ITTO	Malaysia has been a member of the International Tropical Timber Organization (ITTO) since 1996. MTCC is the agency under the Ministry of Plantation and Commodities, which serves as the national focal point for ITTO. Through this, Malaysia has seen the completion of 42 ITTO-funded projects.	







CERTIFIED TRUE COPY

  
ZAINAL ABIDIN PIT  
MAICSA 7014057  
Company Secretary

THE COMPANIES ACT, 1965  
MALAYSIA

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COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

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*Memorandum*

*and*

*Articles of Association*

*of*

**MALAYSIAN TIMBER CERTIFICATION COUNCIL**

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Incorporated on the 29th day of October, 1998

---

Company No. 471002-M

CERTIFIED TRUE COPY

**FORM 11**

  
ZAINAL ABIDIN PIT  
MAICSA 7014057  
Company Secretary

COMPANIES ACT 1965 [Sections 21(2), 28(9) and 154(1)]

**NOTICE OF RESOLUTION**

**MALAYSIAN TIMBER CERTIFICATION COUNCIL**

To: The Registrar of Companies  
Kuala Lumpur

At an Extraordinary General Meeting of the Members of *MALAYSIAN TIMBER CERTIFICATION COUNCIL* duly convened and held at the Registered Office of the company situated at 19F, Level 19, Menara PGRM, No. 8, Jalan Pudu Ulu, Cheras, 56100 KUALA LUMPUR on 27 OCT 2006, the Special Resolutions set out below in the annexure marked with the letter "A" and was signed by me for purpose of identification were duly passed.

*Please refer to annexure marked "A" attached hereto.*

Dated this: 27 OCT 2006

  
.....  
ZAINAL ABIDIN BIN PIT  
MAICSA 7014057  
Secretary

Lodged by: ZAP Management Services Sdn. Bhd.  
No. 15B, Tingkat 2, Jalan Tengku Ampuan Zabedah F9/F,  
Seksyen 9, 40100 Shah Alam, Selangor Darul Ehsan  
Telephone: 03-58805250 Fax: 03-58805351



Company No.  
471002-M

**CERTIFIED TRUE COPY**

  
**ZAINAL ABIDIN BIN PIT**  
MAICSA 7014057  
Company Secretary

This is the annexure of 1 page  
marked "A" referred to in the Notice  
of Resolution signed by me on

27 OCT 2006

  
.....  
**ZAINAL ABIDIN BIN PIT**  
MAICSA 7014057  
Company Secretary

## **MALAYSIAN TIMBER CERTIFICATION COUNCIL**

### **SPECIAL RESOLUTIONS**

#### **APPROVAL TO AMEND THE ARTICLES OF ASSOCIATION OF THE COMPANY**

**THAT**, in accordance with Clause 7 of the Company's Memorandum of Association and after obtaining the Minister's consent pursuant to Section 24(4) of the Companies Act, 1965, the Company's Memorandum and Articles of Association of the Company be amended in the following manner.

#### **ARTICLES OF ASSOCIATION**

The existing Article 10(a) be deleted in its entirety and the following new Article 10(a) be substituted therefor as follows: -

- 10(a) There shall be a Board of Trustees for the management of the affairs of the NTCC, Malaysia. The maximum number of Trustees shall unless the Minister resolves otherwise, be eleven (11). The Board of Trustees shall comprise the following:
- i) a Chairman;
  - ii) two (2) representatives from the government;
  - iii) two (2) representatives from an academic or research and development institutions;
  - iv) two (2) representatives from the private sector (timber industry associations);
  - v) four (4) representatives from non-governmental organisations (social and environmental interests).

Dated this: 27 OCT 2006

Lodged by: ZAP Management Services Sdn. Bhd.  
No. 15B, Tingkat 2, Jalan Tengku Ampuan Zabedah F9/F,  
Seksyen 9, 40100 Shah Alam, Selangor Darul Ehsan  
Telephone: 03-58805250 Fax: 03-58805351

Company No. 471002-M

**FORM 11**

**CERTIFIED TRUE COPY**

  
**ZAINAL ABIDIN PIT**  
MAICSA 7014057  
Company Secretary

COMPANIES ACT 1965 [Sections 21(2), 28(9) and 154(1)]

**NOTICE OF RESOLUTION**

**MALAYSIAN TIMBER CERTIFICATION COUNCIL**

To: The Registrar of Companies  
Kuala Lumpur

At an Extraordinary General Meeting of the Members of MALAYSIAN TIMBER CERTIFICATION COUNCIL duly convened and held at the Registered Office of the company situated at 19F, Level 19, Menara PGRM, No. 8, Jalan Pudu Ulu, Cheras, 56100 KUALA LUMPUR on 10 DEC 2004, the Special Resolutions set out below in the annexure marked with the letter "A" and was signed by me for purpose of identification were duly passed.

*Please refer to annexure marked "A" attached hereto.*

Dated this: 10 DEC 2004



.....  
**ZAINAL ABIDIN BIN PIT**  
MAICSA 7014057  
Secretary

Lodged by: ZAP Management Services Sdn. Bhd.  
No. 15B, Tingkat 2, Jalan Tengku Ampuan Zabedah F9/F,  
Seksyen 9, 40100 Shah Alam, Selangor Darul Ehsan  
Telephone: 03-58805250 Fax: 03-58805351

Company No:  
471002-M

**CERTIFIED TRUE COPY**

  
**ZAINAL ABIDIN BIN PIT**  
MAICSA 7014057  
Company Secretary

This is the annexure of 2 pages  
marked "A" referred to in the  
Notice of Resolution signed by  
me on 10 DEC 2004



.....  
**ZAINAL ABIDIN BIN PIT**  
MAICSA 7014057  
Company Secretary

**MALAYSIAN TIMBER CERTIFICATION COUNCIL**

**SPECIAL RESOLUTIONS**

APPROVAL TO AMEND THE MEMORANDUM AND ARTICLES OF  
ASSOCIATION OF THE COMPANY

**THAT**, in accordance with Clause 7 of the Company's Memorandum of Association and after obtaining the Minister's consent pursuant to Section 24(4) of the Companies Act, 1965, the Company's Memorandum and Articles of Association of the Company be amended in the following manner.

**A. MEMORANDUM OF ASSOCIATION**

1. The existing Clause 5(iv) be amended by substituting the word "**forestry**" with the phrase "**the timber industry**" to read as follows: -
  5. The powers of the NTCC, Malaysia shall be: -
    - (iv) to purchase, take on lease or otherwise acquire for the purposes of the NTCC, Malaysia and to hold any estates, lands, buildings, easements or other interests in immovable property, and any moveable property of interest or interests in moveable property and to sell and to let on lease or otherwise dispose of or grant rights over any moveable or immovable property belonging to the NTCC, Malaysia, provided that the NTCC, Malaysia shall not acquire, charge or lease any land without prior consultation with the Minister in charge of **the timber industry** and without prior consent of the Minister charged with responsibility for companies;



2. The existing Clause 5(xviii) be amended by substituting the word "forestry" with the phrase "the timber industry" to read as follows: -
  5. (xviii) to incorporate companies of any forms of legal entity in Malaysia or in any other countries, solely or jointly with others and to hold such equity interest as approved by the Minister for the time being in charge of **the timber industry** and the Minister charged with the responsibility for companies;
3. The existing Clause 7 be amended by substituting the word "forestry" with the phrase "the timber industry" to read as follows: -
  7. 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 for the time being in charge of **the timber industry** and the Minister charged with the responsibility of companies.
4. The existing Clause 8 be amended by substituting the word "forestry" with the phrase "the timber industry" to read as follows: -
  8. No person shall be appointed a Trustee of the NTCC, Malaysia unless his proposed appointment has been approved by the Minister in charge of **the timber industry**.

**B. ARTICLE OF ASSOCIATION**

1. That the definition of "Minister" in Article 1 be amended as follows: -
  1. In these Articles unless there is something in the subject or context inconsistent therewith: -

WORDS	...	MEANING
"Minister"	...	means the Minister for the time being in charge of <b>the timber industry</b>

Dated this 1 0 DEC 2004

**CERTIFIED TRUE COPY**

  
**ZAINAL ABIDIN PIT**  
 MAICSA 7014057  
 Company Secretary

Lodged by: ZAP Management Services Sdn. Bhd.  
 No. 15B, Tingkat 2, Jalan Tengku Ampuan Zabedah F9/F,  
 Seksyen 9, 40100 Shah Alam, Selangor Darul Ehsan  
 Telephone: 03-58805250 Fax: 03-58805351



COMPANY NO: 471002-M

FORM 11

COMPANIES ACT 1965 [Section 154(1)]

NOTICE OF RESOLUTION

CERTIFIED TRUE COPY

  
ZAINAL ABIDIN PIT  
MAICSA 7014057  
Company Secretary

NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA

To: The Registrar of Companies,  
Kuala Lumpur

At an Extraordinary General Meeting of the Members of *NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA*, duly convened and held at the No. 19F, Level 19, Menara PGRM, No. 8, Jalan Pudu Ulu, Cheras, 56100 in the State of Kuala Lumpur on the 27<sup>th</sup> day of June 2001, the Special Resolution set out below was duly passed:-

SPECIAL RESOLUTION

THAT the existing name of the Company be changed from 'National Timber Certification Council, Malaysia' to "MALAYSIAN TIMBER CERTIFICATION COUNCIL" with effect from the date the certificate of incorporation on change of name of the Company is issued by the Registrar of Companies AND THAT all references in the Memorandum and Articles of Association of the Company wherever the name 'National Timber Certification Council, Malaysia' may appear, shall be deleted and be substituted with "MALAYSIAN TIMBER CERTIFICATION COUNCIL"

Dated this: 27<sup>th</sup> June 2001

  
.....  
DATO' DR. FREEZAILAH B. CHE YEOM  
Chairman

Lodged by: ZAP Management Services Sdn. Bhd.  
No. 71A, Jalan Mamanda 1  
Ampang Point  
68000 Ampang  
SELANGOR DARUL EHSAN  
Tel: 03-42532188 Fax : 03-42567188



PEJABAT PENDAFTAR SYARIKAT  
(Registry of Companies)  
MALAYSIA

BORANG 8  
AKTA SYARIKAT 1965  
[Seksyen 16 (4)]

CERTIFIED TRUE COPY

ZAINAL ABIDIN PIT  
MAICSA 7014057  
Company Secretary

No. Syarikat

471002	M
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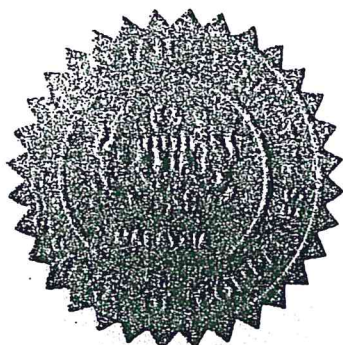
**PERAKUAN PEMERBADANAN SYARIKAT AWAM**

Adalah diperakui bahawa

NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA

telah diperbadankan di bawah Akta Syarikat 1965, pada dan  
mulai dari 29 haribulan Oktober, 1998, dan bahawa  
syarikat ini adalah sebuah syarikat berhad menurut jaminan.

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 29 haribulan Oktober, 1998.



HAMIDAH BINTI MANAD  
Penolong Pendaftar Syarikat  
Malaysia



CERTIFIED TRUE COPY

ZAINAL ABIDIN PIT  
MAICSA 7014057  
Company Secretary

MENTERI PERDAGANGAN DALAM NEGERI  
DAH HAL EHWAL PENGGUNA MALAYSIA

BORANG 15

AKTA SYARIKAT 1965

LESEN DI BAWAH SEKSYEN 24(1)

Bahawasanya telah dibuktikan dengan puashati saya :

- (a) bahawa suatu syarikat bernama **NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA** (kemudian daripada ini disebut sebagai "**COUNCIL**" tersebut) hendak ditubuhkan sebagai suatu syarikat berhad bagi menganjurkan tujuan-tujuan khairat atau berguna yang dinyatakan dalam Tatawujud Persatuan "**COUNCIL**" tersebut;
- (b) bahawa "**COUNCIL**" tersebut bercadang hendak menggunakan semua keuntungannya dan lain-lain pendapatan untuk menganjurkan tujuan-tujuan khairat dan berguna yang tersebut itu;
- (c) bahawa "**COUNCIL**" tersebut adalah dilarang oleh Perlembagaannya dari membayar apa-apa dividen kepada ahli-ahlinya.

Maka dengan ini saya, Datuk Seri Megat Junid Bin Megat Ayob, Menteri Perdagangan Dalam Negeri dan Hal Ehwat Pengguna Malaysia, dengan ini mengarahkan menurut kuasa-kuasa yang diberi kepada saya oleh Seksyen 24(1) Akta Syarikat 1965, bahawa "**COUNCIL**" tersebut didaftarkan sebagai suatu syarikat dengan tanggungan berhad tanpa perkataan "**BERHAD**" kepada namanya.

Bertarikh: 05 - 10 - 98

( DATUK SERI MEGAT JUNID BIN MEGAT AYOB )

Menteri Perdagangan Dalam Negeri  
Dan Hal Ehwat Pengguna Malaysia

P/S/98/K/3988





PEJABAT PENDAFTAR SYARIKAT  
(Registry of Companies)  
MALAYSIA

BORANG 13  
AKTA SYARIKAT 1965  
[Seksyen 23 (2)]

CERTIFIED TRUE COPY

  
ZAINAL ABIDIN PIT.  
MAICSA 7014057  
Company Secretary

No. Syarikat

471002	M
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**PERAKUAN PEMERBADANAN ATAS  
PERTUKARAN NAMA SYARIKAT**

Adalah diperakui bahawa

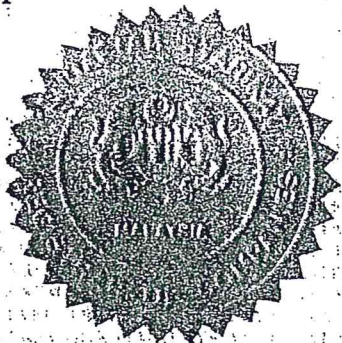
NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA

yang telah diperbadankan di bawah Akta Syarikat 1965, pada  
29 haribulan Oktober 1998, sebagai sebuah syarikat  
Awam, pada 30 haribulan Jun 2001,  
telah menukar namanya kepada

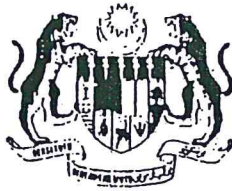
MALAYSIAN TIMBER CERTIFICATION COUNCIL

dan bahawa syarikat ini adalah sebuah syarikat Awam  
dan adalah sebuah syarikat berhad menurut Jaminan

Diberi di bawah tandatangan dan meterai saya di Kuala Lumpur  
pada 30 haribulan Jun, 2001.



  
ANUAR BIN SHAMAD  
PENOLONG PENDAFTAR SYARIKAT  
MALAYSIA



CERTIFIED TRUE COPY

ZAINAL ABIDIN PIT  
MAICSA 7814057  
Company Secretary

MENTERI PERDAGANGAN DALAM NEGERI  
DAN HAL EHWAL PENGGUNA MALAYSIA

AKTA SYARIKAT 1965

PERSETUJUAN DI BAWAH SEKSYEN 22(1)

**NATIONAL TIMBER CERTIFICATION COUNCIL,  
MALAYSIA**

Menurut Seksyen 22(1), Akta Syarikat 1965, saya Datuk Seri Megat Junid bin Megat Ayob, Menteri Perdagangan Dalam Negeri dan Hal Ehwat Pengguna Malaysia, dengan ini memberi persetujuan saya untuk sebuah syarikat Berhad Menurut Jaminan yang akan dipemerbadankan iaitu **NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA** menggunakan perkataan "NATIONAL" di dalam namanya.

Bertarikh: 05 - 10 - 98

(DATUK SERI MEGAT JUNID BIN MEGAT AYOB.)

Menteri Perdagangan Dalam Negeri  
Dan Hal Ehwat Pengguna Malaysia



CERTIFIED TRUE COPY

  
ZAINAL ABIDIN PIT  
MAICSA 7914057  
Company Secretary

THE COMPANIES ACT, 1965

COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA (471002-M)

1. The name of the Company is NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA (hereinafter referred to as NTCC, Malaysia.)
2. The Registered Office of the Company will be situated in Malaysia.
3. The objects for which the NTCC, Malaysia is established are to create and maintain a fund to be used for purposes of establishing and operating a timber certification scheme in Malaysia, as part of efforts to ensure sustainable forest management as well as to facilitate the timber trade in Malaysia, it being intended that the objects of all or any of the objects and or powers specified in each paragraph of this Article shall except and unless where otherwise expressed in such paragraph be in no way limited or restricted by reference to or inference from the terms of any other paragraph or group of paragraphs and shall be capable of being pursued as an independent object and or power either alone or in conjunction with all or any one or more of the other objects and or powers specified in the same or in any other paragraph or group of paragraphs and the discontinuance or abandonment of all or any of the business or objects and or powers hereinafter referred to shall not prevent the NTCC, Malaysia from carrying on any other business authorised to be carried on by the NTCC, Malaysia and it is hereby expressly declared that in the interpretation of this Article the meaning of any of the NTCC, Malaysia objects and or powers shall not be restricted by reference to any other object or power or by the juxtaposition of two or more of them and that in the event of any ambiguity, this Article shall be construed in such a way as to widen and not to restricted the objects and powers of the NTCC, Malaysia. To this end and without prejudice to the generality of the foregoing the said fund shall be used:-

- (a) to consult with all interested parties regarding the establishment and operation of a timber certification scheme in Malaysia;
- (b) to process applications for timber certification from applicant enterprises;
- (c) to exercise control over evaluation of forest management and chain of custody status in the applicant enterprises for purposes of certification;
- (d) to liaise closely with the appropriate standards setting body in the application of standards related to timber certification;
- (e) to formulate rules with regard to the use and issuance of certificates for forest management and chain of custody;
- (f) to consider reports of assessors and make decisions whether to certify or reject applications;
- (g) to liaise closely with the national accreditation council and other certification organisations in matters related to timber certification;
- (h) to liaise closely with assessors and certifiers in application of standards related to timber certification;
- (i) to conduct promotion programmes to publicise its activities, both internationally and locally;
- (j) to establish and implement an appeals procedure for enterprises whose certification application have been rejected;
- (k) to determine costs involved in carrying out assessments and certification;
- (l) to determine fee structure for payments by applicant enterprises;
- (m) to establish surveillance mechanism for periodic review of compliance by certified enterprises;
- (n) to do all such things as may be deemed incidental or conducive to the furtherance of any or all of the above objects.

4. NTCC, Malaysia shall initially be funded by a grant in the form of an Endowment Fund. The utilisation of the Endowment Fund by the Board of Trustees for and on behalf of the NTCC, Malaysia granted for the purpose of carrying on its business in accordance with the Memorandum and Articles of Association of the NTCC, Malaysia shall be limited to the interests earned from the principal sum of the Endowment Fund.



5. The powers of the NTCC, Malaysia shall be:-

- (i) to take such steps by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of NTCC, Malaysia in the shape of donations, annual subscriptions or otherwise;
- (ii) to receive any gift of any property whether real or personal or pecuniary and whether or not subject to any trust for any one or more of the objects of NTCC, Malaysia;
- (iii) to enter into any lawful agreement, or any reciprocal concession in pursuit of its objectives and purposes;
- (iv) to purchase, take on lease or otherwise acquire for the purposes of the NTCC, Malaysia and to hold any estates, lands, buildings, easements or other interests in immovable property, and any moveable property of interest or interests in moveable property and to sell and to let on lease or otherwise dispose of or grant rights over any moveable or immovable property belonging to the NTCC, Malaysia, provided that the NTCC, Malaysia shall not acquire, charge or lease any land without prior consultation with the Minister in charge of forestry and without prior consent of the Minister charged with responsibility for companies;
- (v) to sell or dispose of the undertaking of the NTCC, Malaysia or any part thereof for such consideration as the NTCC, Malaysia may think fit;
- (vi) to undertake and execute any trusts which may lawfully be undertaken by the NTCC, Malaysia and may be conducive to its objects;
- (vii) to invest the monies of the NTCC, Malaysia not immediately in use in any fixed deposit account with any licensed commercial banks or licensed financial institutions in Malaysia, or in government securities or Treasury Bonds or in approved Trustee Stock;
- (viii) to expend the funds of the NTCC, Malaysia in such manner as it shall consider most beneficial for the objects of the NTCC, Malaysia and to invest in the name of the NTCC, Malaysia such part thereof as it may see fit, and to direct the sale or transposition of any such investments, and to expend the proceeds of any such sale for the objects of the NTCC, Malaysia;
- (ix) to take or hold mortgages, liens and charges to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the NTCC, Malaysia's property or whatsoever kind sold by NTCC, Malaysia, or any money due to the NTCC, Malaysia from purchasers and others;



- (x) to borrow or raise or secure the payment of money in such manner as the NTCC, Malaysia may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the NTCC, Malaysia in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the NTCC, Malaysia's property (both present and future), and to purchase, redeem, or pay off any such securities;
- (xi) to draw, accept and make, and to endorse, discount and negotiate, bills of exchange and promissory notes, and other negotiable instruments;
- (xii) to pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the NTCC, Malaysia and to remunerate any person or persons for services rendered in the promotion and establishment of the NTCC, Malaysia by payment in cash, or other securities of the NTCC, Malaysia or partly in cash and partly in other securities or in any other manner allowed by law;
- (xiii) to apply for, purchase or otherwise acquire any patents, patent rights, copyrights, trade marks, formulas, licenses, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to, any invention which may seem capable of being used for any of the purposes of the NTCC, Malaysia or the acquisition of which may seem calculated directly or indirectly in respect of, or otherwise turn to account the property, rights, or information so acquired;
- (xiv) to accept stock or share in, or mortgages debentures or other securities of any company or person as payment or part payment for any services rendered or for any sale made to or debt owing from any such company or person;
- (xv) to enter into any contract or legal relationship with any person, and upon such terms as the NTCC, Malaysia deems fit;
- (xvi) to sue, defend or to take any form of legal or quasi legal action in or outside of Malaysia, solely or jointly with others;
- (xvii) to give Power of Attorney, or any form of authorisation to any Trustee, Member, agent, employee or any person as it deems fit upon such terms and conditions as the NTCC, Malaysia deems necessary and convenient;
- (xviii) to incorporate companies of any forms of legal entity in Malaysia or in any other countries, solely or jointly with others and to hold such equity interest as approved by the Minister for the time being in charge of forestry and the Minister charged with the responsibility for companies;

- (xix) to establish and procure the registration of, and to direct, manage and maintain any agency or branch of the NTCC, Malaysia in any part of the world in connection with the objects of the NTCC, Malaysia or one or more of them;
- (xx) to do all or any of the matters hereby authorised in any part of the world either alone or in conjunction with, or as trustees or agents for, any company, association or persons, or by or through any trustees or agents;
- (xxi) to procure the NTCC, Malaysia to be registered or recognised in any country or place outside Malaysia;
- (xxii) to promote, and support or aid in the establishment and support of any associations or institutions in any way connected with the purposes of the NTCC, Malaysia or calculated to further its objects;
- (xxiii) to advance money or to give credit to any person or company solely in accordance to the objects of this Article, to guarantee and give guarantees or indemnities for the payment of money or their performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of monies lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company;
- (xxiv) to enter into any arrangements with any Government or authority, federal, municipal, local or otherwise, that may seem conducive to the NTCC, Malaysia objects, or any rights privileges and concession which the NTCC, Malaysia may think it desirable to obtain; and to carry out, exercise, and comply with any such arrangements, rights, privileges and concessions;
- (xxv) to acquire in the name of the NTCC, Malaysia build upon, pull down, rebuild, add to, alter, repair, improve, sell or dispose of, or otherwise deal with any land, buildings or premises for the use of the NTCC, Malaysia;
- (xxvi) to make and from time to time to repeal or alter regulations and by-laws as to the management of the NTCC, Malaysia and the affairs thereof, and as to the duties of any officers or servants of the NTCC, Malaysia, and as to their conduct.

Provided always that the NTCC, Malaysia shall not support with its funds any political organisation or society or institution or mission for whose maintenance any Government or municipal or other authority is liable by law or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which is an object of the NTCC, Malaysia would make it a trade union; and

The provisions of Section 19 and the Third Schedule of the Companies Act, 1965 shall not apply to the NTCC, Malaysia and the foregoing provisions of this paragraph shall be read and construed without reference to the provisions of that Section or Schedule unless expressly included in this Memorandum and Articles of Association with the approval in writing of the Minister charged with the responsibility for companies.



6. The income and property of the NTCC, Malaysia whencesoever derived shall be applied solely towards the promotion of the objects of the NTCC. Malaysia as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend or bonus, or otherwise howsoever by way of profit, to the Members of the NTCC, Malaysia. Provided that nothing herein shall prevent the payment, in good faith, of the following:-
- (a) remuneration to any officer or servant of the NTCC, Malaysia ;
  - (b) any Member of the NTCC, Malaysia or the Trustees in return for any professional services rendered to the NTCC, Malaysia;
  - (c) payment of interest at the current banking rate on any loan advance given by the Members of the NTCC, Malaysia to promote the objects thereof;
  - (d) proper rent for premises demised or let by any Member of the NTCC, Malaysia ;
  - (e) out-of-pocket expenses to any member of the Board of Trustees; and
  - (f) any other remuneration or expense which the Board of Trustees may from time to time think fit and proper.
7. 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 for the time being in charge of forestry and the Minister charged with the responsibility of companies.
8. No person shall be appointed a Trustee of the NTCC, Malaysia unless his proposed appointment has been approved by the Minister in charge of forestry.
9. The liability of the Members is limited.
10. NTCC, Malaysia shall apply all income and donations received or whatever percentage approved by the Director General of Inland Revenue for non-commercial purposes and solely towards the promotion of the objects of the NTCC, Malaysia as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the NTCC, Malaysia, PROVIDED that nothing herein shall prevent the payment, in good faith of the remuneration to any officer or servants of the NTCC, Malaysia but so that no member of the Board of Trustees shall be appointed to any salaried office of the NTCC, Malaysia or any office of the NTCC, Malaysia paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the NTCC, Malaysia to any member of the Board of Trustees except repayment of out-of pocket expenses.

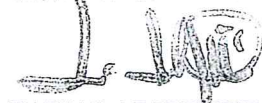
11. Every Member of the NTCC, Malaysia undertakes to contribute to the assets of the NTCC, Malaysia in the event of the same being wound up which he is a Member, or within one (1) year after he ceases to be a Member, for payment of the debts and liabilities of the NTCC, Malaysia contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors amongst themselves, such amount as may be required not exceeding the sum of Ringgit Malaysia One Hundred Only (RM 100.00).
12. If upon the winding up or dissolution of the NTCC, Malaysia there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be paid to the Government of Malaysia for the time being.

We, whose names, addresses and descriptions are subscribed, are desirous of being formed into an association in pursuance of this Memorandum of Association.

Names	Addresses
Datuk Haron bin Siraj Secretary General Ministry of Primary Industries	Ministry of Primary Industries 6-8, Floor, Menara Dayabumi Jalan Sultan Hishamudin 50654 Kuala Lumpur
Dato' Haji Abdul Rashid bin Mat Amin Director General Malaysian Timber Industry Board	L 14.01, Level 13-17 Menara PGRM No. 8, Jalan Pudu Ulu, Cheras 56100 Kuala Lumpur

Dated this 21st day of October, 1998  
Witness to the above signatures :-

Zainal Abidin bin Pit  
MAICSA 7014057  
NRIC 591219-04-5877  
10, Jalan Pinggir 8/1L  
40000 Shah Alam



ZAINAL ABIDIN PIT  
 MAICSA 7014057  
 Company Secretary

THE COMPANIES ACT, 1965  


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 COMPANY LIMITED BY GUARANTEE AND  
 NOT HAVING A SHARE CAPITAL  


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ARTICLES OF ASSOCIATION

OF

NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA (471002-M)

TABLE A

The regulations in Table A in the Fourth Schedule to the Act shall not apply to the NTCC, Malaysia except so far the same are repeated or contained in the Articles.

1. In these Articles unless there is something in the subject or context inconsistent therewith:-

WORDS	...	MEANINGS
"NTCC, Malaysia"	...	means NATIONAL TIMBER CERTIFICATION COUNCIL, MALAYSIA
"The Act"	...	means the Companies Act, 1965 or any statutory modification or amendment thereof
"The Board"	...	means the Board of Trustees for the time being of the NTCC, Malaysia
"Endowment Fund"	...	means the endowment of a fixed sum of money granted to the NTCC, Malaysia for the purpose of generating income and as a source of funds to do all such things incidental or conducive to the object of NTCC, Malaysia.
"The Trustee"	...	means a member of the Board of Trustees
"Member"	...	means the subscribers to these Articles and any person admitted to the membership of the NTCC, Malaysia under these Articles



"The Office"	...	means the registered office of the NTCC, Malaysia
"Minister"	...	means the Minister for the time being in charge of forestry

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall including the feminine and neuter gender; and

Words importing persons shall include corporations.

Subject as aforesaid words or expressions defined in the Act, shall, except where the subject or context forbids, bear the same meanings in these Articles.

#### MEMBERSHIP OF NTCC, MALAYSIA

2. The number of Members to which the NTCC, Malaysia proposed to be registered is not more than fifteen (15) but the Board may from time to time register an increase or reduction in the number of Members with the written consent of the Minister.
3. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these Articles and no others shall be Members of the NTCC, Malaysia and shall be entered into the register of Members accordingly.
4. NTCC, Malaysia is established for the purposes expressed in its Memorandum of Association. Any amendments to the objects or powers of these Articles must be approved by two-thirds (2/3) majority of the Members with the concurrence of the Minister and subject to the approval of the Minister charged with the responsibilities for companies.
5. The Board may admit to membership any organisation or associations which have been duly recognised by the Minister and which makes application for membership whom the Board deems in its absolute discretion to be desirable to admit to membership of the NTCC, Malaysia after obtaining the written consent of the Minister. Every person desiring to become a Member shall make written application to the NTCC, Malaysia and upon being admitted as a Member such person shall sign the Register of Members.
6. A copy of the Memorandum and Articles of Association together with the rules and regulations, if any, made thereunder shall be supplied to every Member on admission.
7. Every Member of the NTCC, Malaysia shall be bound to further to the best of his ability the objects, interests and influence of the NTCC, Malaysia and shall observe all regulations of the NTCC, Malaysia.

8. Any Member who shall be in breach of any of the regulations or by-laws of the NTCC, Malaysia or is guilty of conduct derogatory or injurious to the dignity, reputation or interest of the NTCC, Malaysia may be expelled from membership of the NTCC, Malaysia by resolution of a majority of at least two-thirds of the Trustees present and voting at a special Board meeting at which not less than two-third of the Trustees shall be present. Such Member shall have seven (7) clear days' notice sent to him of the Board meeting at which he may attend and speak but shall not be present at the voting or otherwise take part in the proceedings except as the Board shall allow. A Member expelled from membership of the NTCC, Malaysia by such meeting may, within fourteen (14) days next after notice of his expulsion, appeal from the decision of the Board of Trustees to the Minister and the decision taken thereafter shall be final and binding upon such Member.
9. A Member shall also cease to be a Member if he:-
- (a) becomes bankrupt or suspends payment or compounds with his creditors;
  - (b) be found lunatic or become of unsound mind;
  - (c) be convicted of any offence which carries a term of imprisonment of no less than six (6) months;
  - (d) by notice in writing given to the NTCC, Malaysia resigns his membership;
  - (e) be liquidated or struck off from the Register of Companies;
  - (f) be declared null and void or de-registered under the Societies Act, 1966.

#### THE BOARD

10. (a) There shall be a Board of Trustees for the management of the affairs of the NTCC, Malaysia. The number of Trustees shall unless the Minister resolves otherwise, be nine (9). The Board of Trustees shall comprise the following:
- i) a Chairman;
  - ii) two (2) representatives from the government;
  - iii) two (2) representatives from an academic or research and development institutions;
  - iv) two (2) representatives from the private sector (timber industry associations);
  - v) two (2) representatives from non-governmental organisations;
- (b) The first Trustees shall be Datuk Haron bin Siraj and Dato' Haji Abdul Rashid bin Mat Amin.



- (c) The Chairman of the Board who shall be a Trustee, shall be appointed by the Minister and shall hold a term of office not exceeding three (3) years. The Chairman may be re-appointed by the Minister at the end of his term in office.
  - (d) The Chairman shall appoint the other members of the Board of Trustees upon consultation with the Minister.
  - (e) All appointments, removals or substitution under the foregoing provisions of this Articles shall be approved by the Minister.
  - (f) Notice of appointment, removal or substitution of a Trustee shall be given to the Company Secretary and shall take effect upon the compliance of the necessary statutory formality by the Company Secretary;
  - (g) Subject to any statutory disqualification and to the terms of any subsisting agreement and as herein otherwise provided, a Trustee shall be appointed for a period of no more than two (2) years and shall not be removed during his tenure of office except at the instance of the Minister. In the event of any vacancy in the Board of Trustees, for whatever reasons, the Minister shall subject to the provisions of Article 10 (a) hereof, appoint his replacement.
11. A Trustee need not be a Member of the NTCC, Malaysia.
  12. The Board shall hold a meeting at such regularity not exceeding ninety (90) days in between meetings.
  13. The Chairman may convene a meeting of the Board at any time he deems fit and necessary.
  14. The Chairman shall preside at all meetings of the Board, but if there is no Chairman, or if at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the meeting, or if the Chairman is present but is unwilling to preside for whatsoever reason, the Trustees at such a meeting shall choose from one of their members present to act as Chairman at such a meeting.
  15. The Board may meet together for the despatch of business as the Board may think fit. Subject to Article 16, the quorum for a meeting of the Board shall be no less than half the composition of the existing membership of the Board. Questions arising at any meeting shall be decided by a majority of votes. In case of any equality of votes the Chairman shall have a second or casting vote.
  16. A resolution in writing, with the unanimous approval of all the Trustees for the time being shall be as valid and effectual as if it has been passed at a meeting of the Board duly convened and held.



17. The management and control of the NTCC, Malaysia shall be vested in the Board who in addition to the powers and authorities by all the provisions herein expressly conferred upon them, may exercise all such acts and things as may be exercised or done by the NTCC, Malaysia and are not hereby or by statute expressly directed or required to be exercised or done by the NTCC, Malaysia in General Meeting.
18. The Board may delegate any of their powers to a committee consisting of such member or members of their body as they think fit. A committee so formed shall in the exercise of their powers so delegated conform to any regulation that may be imposed on it by the Board and meet and adjourn its meetings as its members think fit.
19. No Member of the Board shall hold an executive post in the NTCC, Malaysia. Provided that this provision shall not apply to the Chief Executive Officer who may, with prior written approval of the Minister, hold the office of Trustee pursuant to the provision of Article 25.
20. Subject as herein otherwise provided and to the terms of any subsisting agreement the office of a Trustee shall be vacated if the Trustee:-
  - (a) becomes bankrupt or suspends payment or compounds with his creditors;
  - (b) be found lunatic or become of unsound mind;
  - (c) be convicted of any offence which carries a term of imprisonment of no less than six (6) months;
  - (d) by notice in writing given to the NTCC, Malaysia resigns from his office.
  - (e) is directly or indirectly interested in any contract with the NTCC, Malaysia and fails to declare the nature of his interest in the manner required by Section 131 of the Act.
  - (f) is absent for more than six (6) months without permission of the Chairman of the Board held during that period.
21. The Board may from time to time and at any time by the power of attorney appoint any company, firm or person or body or persons, whether nominated directly or indirectly by the Board to be the attorney or attorneys of the NTCC, Malaysia for such purpose and such powers, authorities and discretions (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 may think fit.
22. The Board shall have the power to do all things which are necessary to achieve the objects and powers as contained in the Memorandum of Association of the NTCC, Malaysia.

## BORROWING POWERS

23. The Board may exercise all powers of the NTCC, Malaysia to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debentures stock and other securities, whether outright or as security for any debt, liability or obligation of the NTCC, Malaysia, PROVIDED always that such borrowing in aggregate shall not exceed the sum of RM500,000 (Ringgit Malaysia Five Hundred Thousand Only) at any one time unless with the express written approval from the Minister.

## STAFF

24. NTCC, Malaysia staff shall consist of the Chief Executive Officer and such other staff as may be necessary for the proper and effective functioning of the NTCC, Malaysia.
25. The Chief Executive Officer shall be appointed by the Board and hold office for such period and enjoy such duties, powers and privileges and receive such remuneration as may be determined from time to time by the Board. Provided that prior approval from the Minister shall be obtained for the appointment of the Chief Executive Officer.
26. The senior professional staff of the NTCC, Malaysia shall be appointed by the Board, on recommendation by the Chief Executive Officer of the NTCC, Malaysia.
27. Other administrative and support staff of the NTCC, Malaysia shall be appointed by the Chief Executive Officer in accordance with the rules and regulations laid down by the Board.

## NOTICE OF GENERAL MEETING

28. Subject to the provisions of Sections 152 and 153 of the Act relating to the convening of meetings to pass special resolutions and resolutions of which special notice is required, fourteen (14) days' notice in writing at the least of every General Meeting (exclusive in every case both of the day on which it is served, or deemed to be served, and of the day for which it is given) specifying the place, the day and the hour of meeting, and, in the case of special business, shall be given in manner hereinafter mentioned to such persons as are under these provisions or under the Act entitled to receive such notices from the NTCC, Malaysia ; but with the consent of all the Members having the right to attend and vote thereat a meeting may be convened by such notice as these Members may think fit.



## GENERAL MEETINGS

29. General Meetings shall be held once every year at such time and place as may be determined by the Board except as is provided by the Act, not so that more than fifteen (15) months shall be allowed to elapse between any two Annual General Meetings.
30. The abovementioned General Meetings shall be called Annual General Meetings. All other General Meetings shall be called Extraordinary General Meetings.
31. The Board may whenever they think fit and shall on the requisition of such number of Members comprising at least ten percent (10 %) of its Members convene an Extraordinary General Meeting.
32. An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a Special Resolution, shall be called by twenty-one (21) days' notice in writing at the least and any Extraordinary General Meeting by fourteen (14) days' notice in writing at the least (excluding in either case of the day on which it is given), provided that the accidental omission to give notice to or the non-receipt of a notice by, any person entitled thereto shall not invalidate the proceedings at any General Meeting.
33. The quorum for a General Meeting shall be such number of Members as shall constitute half of the total number of registered Members of the NTCC, Malaysia and where such number shall contain a fraction it shall be reduced accordingly to the nearest whole number. For the purpose of this Article, "Member" includes a person attending by proxy or Attorney or Representative.
34. If within fifteen (15) minutes 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 at such other place as the Chairman may determine 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 a quorum.
35. The Chairman of the Board shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen (15) minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members present shall choose a Trustee or if no Trustee be present, or if all the Trustees present decline to take the chair, they shall choose a Member present who agrees to preside.
36. The Chairman may, with the consent of any meeting at which a quorum is present (as shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty (30) days, or more, notice of the adjourned meeting shall be given in the same manner as the original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

37. At a General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by a majority of the Members present in person by an attorney or by proxy or by representative and every Member so present shall have one vote. A declaration by the chairman that a resolution has been carried and an entry to the effect in the book containing the minutes of the proceedings of the NTCC, Malaysia shall have conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
38. A person may vote by duly authorised representative under the Act or by an attorney or by proxy. The representative or proxy shall be entitled to vote as a Member and need not be a Member of the NTCC, Malaysia.
39. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarily certified or office copy thereof shall be deposited at the Office not less than forty-eight (48) hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.
40. Any instrument appointing a proxy shall be in the usual or common form or in any other form which the Board shall approve.
41. NTCC, Malaysia may at any time at a General Meeting adopt, alter or revoke any by-laws provided always that any by-laws adopted or altered shall be consistent with the provisions of this Article and of the Memorandum of Association.
42. Notice and details or particulars of any proposed adoption, alteration or revocation to any by-laws shall prior to the General Meeting be given to all the Members of the NTCC, Malaysia in the Agenda.

#### THE SEAL

43. The Board shall provide for the safe custody of the seal which shall only be used by the authority of the Trustees or a committee of the Trustees authorised by the Trustees in that behalf, and every instrument to which the seal shall be signed by a Trustee and shall be countersigned by the Secretary or by another Trustee or by a person appointed by the Board for the purpose.

#### SECRETARY

44. The Secretary or Secretaries shall, in accordance with the Act, be appointed by the Board for such term, at such remuneration and upon such condition as the Board think fit and any Secretary or Secretaries so appointed may be removed by them. The Board may from time to time by resolution appoint a temporary substitute for the Secretary or Secretaries who shall be deemed to be the Secretary during the term of his appointment. The first Secretary shall be Zainal Abidin-bin Pit (MAICSA 7014057).



## ACCOUNTS

45. The Board shall as soon as may be after the business of the NTCC, Malaysia shall have commence open or caused to be opened in the name of the NTCC, Malaysia an account (hereinafter called "the NTCC, Malaysia Account") with a bank carrying on business in Malaysia. The NTCC, Malaysia Account shall be operated by cheques signed on behalf of the NTCC, Malaysia by one (1) Trustee and an officer or officers authorised by the Board. Thereafter the Board subject to the terms of the Memorandum of Association, may but shall be under no obligation to invest the capital monies or any part thereof of the NTCC, Malaysia in any lawful manner which the Board in their discretion may deem advisable and the Board may from time to time vary such investments in such manner as the Board may deem advisable.
46. The Board may from time to time at its discretion apply any money standing to the credit of the NTCC, Malaysia Account in furtherance of the objects of the NTCC, Malaysia.
47. Subject to the payment of all proper costs charges and expenses of and incidental to the management of the affairs of the NTCC, Malaysia the balance of the income and profits of the NTCC, Malaysia shall be applied by the Board in furtherance of the objects of the NTCC, Malaysia.
48. The Board shall cause proper accounting and other records to be kept and shall distribute copies of the balance sheet and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the NTCC, Malaysia or any of them shall be open to the inspection or Members and Trustees alike.
49. The books of accounts shall be kept at the office or such other place or places as the Board shall think fit, and shall always be open to the inspection of any Trustee and Member.

## RELATIONS WITH OTHER ORGANISATIONS AND AGENCIES

50. NTCC, Malaysia may co-operate with any other institution, association or organisation, within or outside Malaysia, whether incorporated or not, whose interests and activities are in whole or in part similar to those of NTCC, Malaysia. To this end, the Chief Executive Officer, acting under the general authority of the Board, may enter into any arrangement or establish effective working relationships with such organisations and agencies and make arrangement for establishing joint committees as may be necessary to ensure effective co-operation. Any formal arrangement entered into with such organisations and agencies shall be subject to the approval of the Board.

## AUDITED ACCOUNTS

51. The Board shall from time to time in accordance with the Act cause to be prepared such profit and loss accounts balance sheets reports as are required by the Act, and further to appoint an independent auditor who shall review these accounts before it is laid before the NTCC, Malaysia in General Meeting.

## AUDITORS

52. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

## NOTICES

53. Every Member shall be entitled to have notices served upon him at his registered address or an address of service.
54. A notice or other document may be served by the NTCC, Malaysia on any Member either personally or by sending it through the post in prepaid letter addressed to such Member at his registered address or an address of service as appearing in the register.
55. Any notice or other document if served by post shall be deemed to be served in the case of a Member having an address for service outside Malaysia seven (7) days following that on which the letter suitably stamped at airmail rates containing the same is posted within Malaysia. In proving service by post it shall be sufficient to prove that the letter containing the notice or document was properly addressed and stamped and put into a Government post office letter box.
56. Any notice or document delivered or sent by post to, or left at, the registered address or address of service of any Member shall, if such Member be then deceased, and whether or not the NTCC, Malaysia has notice of his death, be deemed to have been served on his legal personal representatives.

## INDEMNITY

57. Every Trustee or officer of the NTCC, Malaysia or any person (whether an officer of the NTCC, Malaysia or not) employed by the NTCC, Malaysia as auditor shall be indemnified out of the funds of the NTCC, Malaysia against all liability incurred by him as such member of the Trustees of the NTCC, Malaysia or auditor in 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 Act in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

We, the several persons whose names and addresses are subscribed hereunder being subscribers hereby agree with the foregoing Articles of Association.

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Names	Addresses
<b>Datuk Haron bin Siraj</b> Secretary General Ministry of Primary Industries	Ministry of Primary Industries 6-8, Floor, Menara Dayabumi Jalan Sultan Hishamudin 50654 Kuala Lumpur
<b>Dato' Haji Abdul Rashid bin Mat Amin</b> Director General Malaysian Timber Industry Board	L 14.01, Level 13-17 Menara PGRM No. 8, Jalan Pudu Ulu, Cheras 56100 Kuala Lumpur

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Dated this 21st day of October, 1998  
Witness to the above signatures :-

Zainal Abidin bin Pit  
MAICSA 7014057  
NRIC 591219-04-5877  
10, Jalan Pinggir 8/1L  
40000 Shah Alam



Maybank Islamic Berhad (787435-M)

15th Floor, Tower A, Deteran Maybank, 1, Jalan Maarof, 59000 Kuala Lumpur.

IBS TMN MALURI, KL

MALAYSIAN TIMBER CERTIFICATION COUNCIL  
C-08-05, BLOCK C  
MEGAN AVENUE II  
12 JALAN YAP KWAN SENG  
50450 KUALA LUMPUR, WP

MUKA/ 頁 /PAGE : 1  
TARIKH PENYATA :  
結單日期 : 29/02/24  
STATEMENT DATE  
NOMBOR AKAUN :  
戶號 : 564409803141  
ACCOUNT NUMBER

PROTECTED BY PIDM UP TO RM250,000 FOR EACH DEPOSITOR

CURRENT ACCOUNT-I

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