

## DETAILS OF THE OUTSTANDING RRPT RECEIVABLES

No.	Company in the Maxis Group involved	Transacting Party(ies)	Nature of transaction	Outstanding RRPT Receivables as at 31 December 2014 (RM'000)	Outstanding RRPT Receivables as at 31 December 2014 which exceed normal credit period of			
					1 year or less (RM'000)	More than 1 to 3 years (RM'000)	More than 3 to 5 years (RM'000)	More than 5 years (RM'000)
1.	MBSB	MBNS	Provision of managed communication services by MBSB	5,144 <sup>(1)</sup>	3	-	-	
2.	MBSB	MBNS	Strategic partnership on co-marketing and sales of Maxis fibre services, wireless services, broadband services and Astro IPTV services and On-The-Go Services	7,872 <sup>(2)</sup>	-	-	-	
3.	MBSB	MBNS, AD5SB, ARSB and AMH's affiliates	Provision of leased circuits/DIA/Metro-E by MBSB	444 <sup>(3)</sup>	-	-	-	
4.	MBSB	MBNS, AMH and/or its affiliates	Provision of bandwidth solutions by MBSB	97 <sup>(3)</sup>	-	-	-	
5.	MBSB	BAB and/or its affiliates	Provision of leased line services/DIA/Metro-E by MBSB	18 <sup>(3)</sup>	-	-	-	
6.	MBSB	MSS	Provision of bandwidth solutions by MBSB	101 <sup>(3)</sup>	-	-	-	
7.	MMSSB	KTC	Roaming partner income to MMSSB	24	-	-	-	
8.	MMSSB	STC	Roaming partner income to MMSSB	508 <sup>(3)</sup>	-	-	-	
<b>Total Outstanding RRPT Receivables</b>				<b>14,208</b>	<b>3</b>	<b>-</b>	<b>-</b>	

**Notes:**<sup>(1)</sup> As at LPD, RM4,987,000 outstanding amount has been cleared.<sup>(2)</sup> As at LPD, RM4,457,000 of the outstanding amount has been cleared.<sup>(3)</sup> As at LPD, these outstanding amounts have been fully cleared.

**DETAILS OF THE SHAREHOLDINGS OF THE DIRECTORS AND MAJOR SHAREHOLDERS IN OUR COMPANY AND PERSONS CONNECTED TO THEM WHO ARE INTERESTED IN THE PROPOSED MANDATE**

**(a) Information on the interested Directors**

Our Directors who are interested in the Proposed Mandate and their respective shareholding interests in our Company as at the LPD are set out below:

Interested Directors	Direct		Indirect	
	No. of Shares	%	No. of Shares	%
Tan Sri Mokhzani	750,000 <sup>(1)</sup>	0.01	-	-
KRK	-	-	-	-
Fraser Mark Curley	-	-	-	-
Dr. Ibrahim	-	-	-	-
ARM	750,000 <sup>(2)</sup>	0.01	-	-
Lim Ghee Keong	-	-	-	-
ML	-	-	687,175 <sup>(3)</sup>	0.009

**Notes:**

<sup>(1)</sup> As at the LPD, in addition, his spouse holds 1,000 Shares. This disclosure is made pursuant to Section 134(12)(c) of the Act.

<sup>(2)</sup> Held through a nominee, namely, CIMSEC Nominees (Tempatan) Sdn Bhd.

<sup>(3)</sup> Held by CIMB Commerce Trustee Berhad or its nominee pursuant to the terms and conditions of the incentive arrangement which forms part of the employment contract the Director has entered into with the Company, where the cash incentives payable to the Director were used to acquire shares from the open market and subject thereto, will vest in the Director on a deferred basis, in accordance with the terms and conditions of the said incentive arrangement. In addition to his interest in these shares, the Director is also deemed interested in such additional number of shares in the Company which shall only be determinable in the future, to be acquired using future cash incentives payable to the director, pursuant to the terms and conditions of such incentive arrangement.

**(b) Information on the interested Directors of Maxis' subsidiaries**

The Directors of Maxis' subsidiaries who are deemed interested in the Proposed Mandate and their respective shareholding interests in Maxis as at the LPD are set out below:

Interested Directors	Direct		Indirect	
	No. of Shares	%	No. of Shares	%
ML	-	-	687,175 <sup>(1)</sup>	0.009

**Notes:**

<sup>(2)</sup> Held by CIMB Commerce Trustee Berhad or its nominee pursuant to the terms and conditions of the incentive arrangement which forms part of the employment contract the Director has entered into with the Company, where the cash incentives payable to the Director were used to acquire shares from the open market and subject thereto, will vest in the Director on a deferred basis, in accordance with the terms and conditions of the said incentive arrangement. In addition to his interest in these shares, the Director is also deemed interested in such additional number of shares in the Company which shall only be determinable in the future, to be acquired using future cash incentives payable to the director, pursuant to the terms and conditions of such incentive arrangement.

(c) Information on the interested Major Shareholders of Maxis

Our Major Shareholders who are deemed interested in the Proposed Mandate and their respective shareholding interests in our Company as at the LPD are set out below:

Interested Major Shareholder	Direct		Indirect	
	No. of Shares	%	No. of Shares	%
MCB <sup>(1)</sup>	-	-	4,875,000,000	64.94
BGSM <sup>(2)</sup>	-	-	4,875,000,000	64.94
UTES <sup>(3)</sup>	-	-	4,875,000,000	64.94
UTSB <sup>(4)</sup>	-	-	4,875,000,000	64.94
PSIL <sup>(5)</sup>	-	-	4,875,000,000	64.94
Excorp <sup>(6)</sup>	-	-	4,875,000,000	64.94
PanOcean <sup>(6)</sup>	-	-	4,875,000,000	64.94
TAK <sup>(7)</sup>	-	-	4,875,000,000	64.94
HNSB <sup>(8)</sup>	-	-	4,875,000,000	64.94
THO <sup>(9)</sup>	-	-	4,875,000,000	64.94
Dato' Badri <sup>(9)</sup>	-	-	4,875,000,000	64.94
MSM <sup>(9)</sup>	11,000	*	4,875,000,000	64.94
STC Malaysia Holding Ltd ("STCM") <sup>(10)</sup>	-	-	4,875,000,000	64.94
STC Asia Telecom Holding Ltd ("STCAT") <sup>(11)</sup>	-	-	4,875,000,000	64.94
STC <sup>(12)</sup>	-	-	4,875,000,000	64.94
Public Investment Fund ("PIF") <sup>(13)</sup>	-	-	4,875,000,000	64.94

Notes:

- \* Less than 0.01%.
- (1) MCB's deemed interest in the Shares arises by virtue of its direct equity interest of 100% in BGSM Management, which in turn holds 100% equity interest in BGSM Equity. BGSM Equity holds 64.94% equity interest in the Company.
- (2) BGSM's deemed interest in the Shares arises by virtue of BGSM holding 100% equity interest in MCB. See Note (1) above for MCB's deemed interest in the Shares.
- (3) UTES' deemed interest in the Shares arises through its wholly-owned subsidiaries, namely, Wilayah Resources Sdn Bhd ("WRSB"), Tegas Puri Sdn Bhd ("TPSB"), Besitang Barat Sdn Bhd ("BBSB") and Besitang Selatan Sdn Bhd ("BSSB") (collectively, "UT Subsidiaries") which hold in aggregate 37% direct equity interest in BGSM, and therefore via such aggregate interest, UTES has a deemed interest over all the Shares in which BGSM has an interest. See Note (2) above for BGSM's deemed interest in the Shares.
- (4) UTSB's deemed interest in the Shares arises by virtue of UTSB holding 100% equity interest in UTES. See Note (3) above for UTES' deemed interest in the Shares.
- (5) PSIL's deemed interest in the Shares arises by virtue of PSIL holding 99.999% equity interest in UTSB. See Note (4) above for UTSB's deemed interest in the Shares.
- (6) PanOcean holds 100% equity interest in Excorp which in turn holds 100% equity interest in PSIL. See Note (5) above for PSIL's deemed interest in the Shares. PanOcean is the trustee of a discretionary trust, the beneficiaries of which are members of the family of TAK and foundations including those for charitable purposes. Although PanOcean is deemed to have an interest in the Shares, it does not have any economic or beneficial interest over the Shares, as such interest is held subject to the terms of such discretionary trust.
- (7) TAK's deemed interest in the Shares arises by virtue of PanOcean's deemed interest in the Shares. See Note (6) above for PanOcean's deemed interest in the Shares. Although TAK is deemed to have an interest in the Shares, he does not have any economic or beneficial interest over such Shares as such interest is held subject to the terms of a discretionary trust referred to in Note (6) above.
- (8) HNSB's deemed interest in the Shares arises through its wholly-owned subsidiaries, namely, Mujur Anggun Sdn Bhd, Cabaran Mujur Sdn Bhd, Anak Samudra Sdn Bhd, Dumai Maju Sdn Bhd, Nusantara Makmur Sdn Bhd, Usaha Kenanga Sdn Bhd and Tegas Sari Sdn Bhd (collectively, "HSNB Subsidiaries"), which hold in aggregate 30% equity interest in BGSM. See Note (2) above for BGSM's deemed interest in the Shares.

The HNSB Subsidiaries hold their deemed interest in such Shares under discretionary trusts for Bumiputera objects. As such, HNSB does not have any economic interest in such Shares as such interest is held subject to the terms of such discretionary trusts.

- (9) THO, Dato' Badri and MSM's deemed interest in the Shares arise by virtue of their respective 25% direct equity interest in HNSB. However, they do not have any economic interest in such Shares as such interest is held subject to the terms of the discretionary trusts for Bumiputera objects. See Note (8) above for HNSB's deemed interest in the Shares.
- (10) STCM is deemed to have an interest in the Shares by virtue of its direct 25% equity interest in BGSM. See Note (2) above for BGSM's deemed interest in the Shares.
- (11) STCAT is deemed to have an interest in all of the Shares in which STCM has an interest, by virtue of its direct 100% equity interest in STCM. See Note (10) above for STCM's deemed interest in the Shares.
- (12) STC is deemed to have an interest in all of the Shares in which STCAT has an interest, by virtue of its direct 100% equity interest in STCAT. See Note (11) above for STCAT's deemed interest in the Shares.
- (13) PIF is deemed to have an interest in all of the Shares in which STC has an interest, by virtue of its direct 70% equity interest in STC. See Note (12) above for STC's deemed interest in the Shares.

**(d) Information on Persons Connected to the interested Directors**

The Persons Connected to the interested Directors of our Group who have interests in the Shares, whether direct or indirect, and their respective shareholding interests in our Company as at the LPD are set out below:

Persons Connected to the interested Directors	Direct		Indirect	
	No. of Shares	%	No. of Shares	%
Puan Sri Mastisa Hani Binti Mohamed <sup>(1)</sup>	1,000	*	-	-

**Notes:**

\* Less than 0.01%.

<sup>(1)</sup> A person connected to Tan Sri Mokhzani.

**(e) Information on Persons Connected to our interested Major Shareholders**

The Persons Connected to our interested Major Shareholders who have interests in the Shares, whether direct or indirect, and their respective shareholdings in our Company as at the LPD are set out below:

Persons Connected to the interested Major Shareholders	Direct		Indirect	
	No. of Shares	%	No. of Shares	%
Mohd Din bin Merican <sup>(1)</sup>	2,000	*	-	-
BGSM Equity	4,875,000,000	64.94	-	-
BGSM Management <sup>(2)</sup>	-	-	4,875,000,000	64.94

**Notes:**

\* Less than 0.01%.

<sup>(1)</sup> A person connected to MSM.

<sup>(2)</sup> BGSM Management's deemed interest in the Shares arises by virtue of BGSM Management holding 100% equity interest in BGSM Equity.

## ABSTENTION FROM VOTING

Each of our Directors who is interested in any of the RRPTs covered under the Proposed Mandate has abstained and will continue to abstain from all Board deliberations and voting in relation to the Proposed Mandate concerning those RRPTs involving his interests and/or the interests of Persons Connected to him. Our interested Directors and interested Major Shareholders will abstain from voting at the forthcoming EGM in respect of their direct and/or indirect shareholdings on the relevant ordinary resolutions comprised in the Proposed Mandate in respect of the RRPTs with the transacting parties as set out in the table below. Our interested Directors and interested Major Shareholders have also undertaken to ensure that Persons Connected to them will abstain from voting on the relevant resolutions in respect of the Proposed Mandate at our forthcoming EGM in which they and/or Persons Connected to them have interests.

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
1.	AHSB Group including but without limitation to:  (a) Getit	<ul style="list-style-type: none"> <li>ARM</li> <li>LGK</li> </ul>	<ul style="list-style-type: none"> <li>UTSB</li> <li>PSIL</li> <li>Excorp</li> <li>PanOcean</li> <li>TAK</li> <li>THO</li> <li>Dato' Badri</li> <li>MSM</li> </ul>	<ul style="list-style-type: none"> <li>HNSB <sup>(a), (b) &amp; (c)</sup></li> <li>UKSB <sup>(a), (b) &amp; (c)</sup></li> <li>ASSB <sup>(a), (b) &amp; (c)</sup></li> <li>DMSB <sup>(a), (b) &amp; (c)</sup></li> <li>NMSB <sup>(a), (b) &amp; (c)</sup></li> <li>CMSB <sup>(a), (b) &amp; (c)</sup></li> <li>MASB <sup>(a), (b) &amp; (c)</sup></li> <li>TSSB <sup>(a), (b) &amp; (c)</sup></li> <li>Angsana Kukuh Sdn Bhd ("<b>AKSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Desa Bidara Sdn Bhd ("<b>DBSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Indomurni Sdn Bhd ("<b>Indomurni</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Beduk Selatan Sdn Bhd ("<b>Beduk Selatan</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Badai Maju Sdn Bhd ("<b>Badai Maju</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Badai Jaya Sdn Bhd ("<b>BJSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Tenaga Tegap Sdn Bhd ("<b>TTSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Bagan Budiman Sdn Bhd ("<b>Bagan Budiman</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Samudra Capital Sdn Bhd ("<b>SCSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Alam Nakhoda Sdn Bhd ("<b>ANSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Nusantara Saga Sdn Bhd ("<b>NSSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Nusantara Tegas Sdn Bhd ("<b>NTSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>Citra Cekal Sdn Bhd ("<b>CCSB</b>") <sup>(a), (b) &amp; (c)</sup></li> <li>MAIH <sup>(d)</sup></li> <li>Pacific Fortune Sdn Bhd ("<b>PFBSB</b>") <sup>(d)</sup></li> <li>Ria Utama Sdn Bhd ("<b>RUSB</b>") <sup>(d)</sup></li> <li>Tetap Emas Sdn Bhd ("<b>TESB</b>") <sup>(d)</sup></li> <li>MAI Sdn Bhd ("<b>MAI</b>") <sup>(d)</sup></li> <li>Terang Equity Sdn Bhd ("<b>TEQSB</b>") <sup>(d)</sup></li> <li>WTSB <sup>(d)</sup></li> <li>UTES <sup>(d) &amp; (e)</sup></li> <li>BGSM <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>MCB <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>BGSM Management <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>BGSM Equity <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>WRSB <sup>(d) &amp; (e)</sup></li> <li>TPSB <sup>(d) &amp; (e)</sup></li> <li>BBSB <sup>(d) &amp; (e)</sup></li> <li>BSSB <sup>(d) &amp; (e)</sup></li> <li>WBSB <sup>(d) &amp; (e)</sup></li> <li>TMSB <sup>(d) &amp; (e)</sup></li> </ul>

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
				<ul style="list-style-type: none"> <li>• BMSB <sup>(d) &amp; (e)</sup></li> <li>• BUSB <sup>(d) &amp; (e)</sup></li> <li>• Eridanes International N.V. ("EINV") <sup>(d)</sup></li> <li>• East Asia Telecommunications Ltd ("EAT") <sup>(d)</sup></li> <li>• Global Multimedia Technologies (BVI) Ltd ("GMT") <sup>(d)</sup></li> <li>• Worldwide Communications Technologies Ltd ("WCT") <sup>(d)</sup></li> <li>• Maxis Holdings Sdn Bhd ("MHSB") <sup>(d)</sup></li> <li>• Shield Estate N.V. ("SENV") <sup>(d)</sup></li> <li>• Mohd Din bin Merican <sup>(a)</sup></li> </ul>
2.	<p>AMH Group including but without limitation to:</p> <ul style="list-style-type: none"> <li>(a) AD5SB</li> <li>(b) MBNS</li> <li>(c) AESB</li> <li>(d) ARSB</li> <li>(e) KASB</li> </ul>	<ul style="list-style-type: none"> <li>• ARM</li> <li>• LGK</li> </ul>	<ul style="list-style-type: none"> <li>• UTSB</li> <li>• PSIL</li> <li>• Excorp</li> <li>• PanOcean</li> <li>• TAK</li> <li>• THO</li> <li>• Dato' Badri</li> <li>• MSM</li> </ul>	<ul style="list-style-type: none"> <li>• HNSB <sup>(a), (b) &amp; (c)</sup></li> <li>• UKSB <sup>(a), (b) &amp; (c)</sup></li> <li>• ASSB <sup>(a), (b) &amp; (c)</sup></li> <li>• DMSB <sup>(a), (b) &amp; (c)</sup></li> <li>• NMSB <sup>(a), (b) &amp; (c)</sup></li> <li>• CMSB <sup>(a), (b) &amp; (c)</sup></li> <li>• MASB <sup>(a), (b) &amp; (c)</sup></li> <li>• TSSB <sup>(a), (b) &amp; (c)</sup></li> <li>• AKSB <sup>(a), (b) &amp; (c)</sup></li> <li>• DBSB <sup>(a), (b) &amp; (c)</sup></li> <li>• Indomurni <sup>(a), (b) &amp; (c)</sup></li> <li>• Beduk Selatan <sup>(a), (b) &amp; (c)</sup></li> <li>• Badai Maju <sup>(a), (b) &amp; (c)</sup></li> <li>• BJSB <sup>(a), (b) &amp; (c)</sup></li> <li>• TTSB <sup>(a), (b) &amp; (c)</sup></li> <li>• Bagan Budiman <sup>(a), (b) &amp; (c)</sup></li> <li>• SCSB <sup>(a), (b) &amp; (c)</sup></li> <li>• ANSB <sup>(a), (b) &amp; (c)</sup></li> <li>• NSSB <sup>(a), (b) &amp; (c)</sup></li> <li>• NTSB <sup>(a), (b) &amp; (c)</sup></li> <li>• CCSB <sup>(a), (b) &amp; (c)</sup></li> <li>• MAIH <sup>(d)</sup></li> <li>• PFSB <sup>(d)</sup></li> <li>• RUSB <sup>(d)</sup></li> <li>• TESB <sup>(d)</sup></li> <li>• MAI <sup>(d)</sup></li> <li>• TEQSB <sup>(d)</sup></li> <li>• WTSB <sup>(d)</sup></li> <li>• UTES <sup>(d) &amp; (e)</sup></li> <li>• BGSM <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• MCB <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• BGSM Management <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• BGSM Equity <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• WRSB <sup>(d) &amp; (e)</sup></li> <li>• TPSB <sup>(d) &amp; (e)</sup></li> <li>• BBSB <sup>(d) &amp; (e)</sup></li> <li>• BSSB <sup>(d) &amp; (e)</sup></li> <li>• WBSB <sup>(d) &amp; (e)</sup></li> <li>• TMSB <sup>(d) &amp; (e)</sup></li> </ul>

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
				<ul style="list-style-type: none"> <li>• BMSB <sup>(d) &amp; (e)</sup></li> <li>• BUSB <sup>(d) &amp; (e)</sup></li> <li>• EINV <sup>(d)</sup></li> <li>• EAT <sup>(d)</sup></li> <li>• GMT <sup>(d)</sup></li> <li>• WCT <sup>(d)</sup></li> <li>• MHSB <sup>(d)</sup></li> <li>• SENV <sup>(d)</sup></li> <li>• Mohd Din bin Merican <sup>(a)</sup></li> </ul>
3.	<p>Tanjong Group including but without limitation to:</p> <p>(a) TCCPM (b) TGV</p>	<ul style="list-style-type: none"> <li>• ARM</li> <li>• LGK</li> </ul>	<ul style="list-style-type: none"> <li>• UTSB</li> <li>• PSIL</li> <li>• Excorp</li> <li>• PanOcean</li> <li>• TAK</li> <li>• MSM</li> </ul>	<ul style="list-style-type: none"> <li>• HNSB <sup>(a)</sup></li> <li>• UKSB <sup>(a)</sup></li> <li>• ASSB <sup>(a)</sup></li> <li>• DMSB <sup>(a)</sup></li> <li>• NMSB <sup>(a)</sup></li> <li>• CMSB <sup>(a)</sup></li> <li>• MASB <sup>(a)</sup></li> <li>• TSSB <sup>(a)</sup></li> <li>• AKSB <sup>(a)</sup></li> <li>• DBSB <sup>(a)</sup></li> <li>• Indomurni <sup>(a)</sup></li> <li>• Beduk Selatan <sup>(a)</sup></li> <li>• Badai Maju <sup>(a)</sup></li> <li>• BJSB <sup>(a)</sup></li> <li>• TTSB <sup>(a)</sup></li> <li>• Bagan Budiman <sup>(a)</sup></li> <li>• SCSB <sup>(a)</sup></li> <li>• ANSB <sup>(a)</sup></li> <li>• NSSB <sup>(a)</sup></li> <li>• NTSB <sup>(a)</sup></li> <li>• CCSB <sup>(a)</sup></li> <li>• MAIH <sup>(d)</sup></li> <li>• PFSB <sup>(d)</sup></li> <li>• RUSB <sup>(d)</sup></li> <li>• TESB <sup>(d)</sup></li> <li>• MAI <sup>(d)</sup></li> <li>• TEQSB <sup>(d)</sup></li> <li>• WTSB <sup>(d)</sup></li> <li>• UTES <sup>(d) &amp; (e)</sup></li> <li>• WRSB <sup>(d) &amp; (e)</sup></li> <li>• TPSB <sup>(d) &amp; (e)</sup></li> <li>• BBSB <sup>(d) &amp; (e)</sup></li> <li>• BSSB <sup>(d) &amp; (e)</sup></li> <li>• WBSB <sup>(d) &amp; (e)</sup></li> <li>• TMSB <sup>(d) &amp; (e)</sup></li> <li>• BMSB <sup>(d) &amp; (e)</sup></li> <li>• BUSB <sup>(d) &amp; (e)</sup></li> <li>• EINV <sup>(d)</sup></li> <li>• EAT <sup>(d)</sup></li> <li>• GMT <sup>(d)</sup></li> <li>• WCT <sup>(d)</sup></li> <li>• MHSB <sup>(d)</sup></li> <li>• SENV <sup>(d)</sup></li> <li>• BGSM <sup>(a), (d) &amp; (e)</sup></li> <li>• MCB <sup>(a), (d) &amp; (e)</sup></li> <li>• BGSM Management <sup>(a), (d) &amp; (e)</sup></li> <li>• BGSM Equity <sup>(a), (d) &amp; (e)</sup></li> <li>• Mohd Din bin Merican <sup>(a)</sup></li> </ul>

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
4.	<p>MGB Group including but without limitation to:</p> <p>(a) MSS (b) MBI</p>	<ul style="list-style-type: none"> <li>• ARM</li> <li>• LGK</li> </ul>	<ul style="list-style-type: none"> <li>• TAK</li> <li>• THO</li> </ul>	<ul style="list-style-type: none"> <li>• HNSB <sup>(b)</sup></li> <li>• UKSB <sup>(b)</sup></li> <li>• ASSB <sup>(b)</sup></li> <li>• DMSB <sup>(b)</sup></li> <li>• NMSB <sup>(b)</sup></li> <li>• CMSB <sup>(b)</sup></li> <li>• MASB <sup>(b)</sup></li> <li>• TSSB <sup>(b)</sup></li> <li>• AKSB <sup>(b)</sup></li> <li>• DBSB <sup>(b)</sup></li> <li>• Indomurni <sup>(b)</sup></li> <li>• Beduk Selatan <sup>(b)</sup></li> <li>• Badai Maju <sup>(b)</sup></li> <li>• BJSB <sup>(b)</sup></li> <li>• TTSB <sup>(b)</sup></li> <li>• Bagan Budiman <sup>(b)</sup></li> <li>• SCSB <sup>(b)</sup></li> <li>• ANSB <sup>(b)</sup></li> <li>• NSSB <sup>(b)</sup></li> <li>• NTSB <sup>(b)</sup></li> <li>• CCSB <sup>(b)</sup></li> <li>• MAIH <sup>(d)</sup></li> <li>• PFSB <sup>(d)</sup></li> <li>• RUSB <sup>(d)</sup></li> <li>• TESB <sup>(d)</sup></li> <li>• MAI <sup>(d)</sup></li> <li>• TEQSB <sup>(d)</sup></li> <li>• WTSB <sup>(d)</sup></li> <li>• BGSM <sup>(b) &amp; (d)</sup></li> <li>• MCB <sup>(b) &amp; (d)</sup></li> <li>• BGSM Management <sup>(b) &amp; (d)</sup></li> <li>• BGSM Equity <sup>(b) &amp; (d)</sup></li> <li>• UTES <sup>(d)</sup></li> <li>• UTSB <sup>(d)</sup></li> <li>• PSIL <sup>(d)</sup></li> <li>• Excorp <sup>(d)</sup></li> <li>• PanOcean <sup>(d)</sup></li> <li>• WRSB <sup>(d)</sup></li> <li>• TPSB <sup>(d)</sup></li> <li>• BBSB <sup>(d)</sup></li> <li>• BSSB <sup>(d)</sup></li> <li>• WBSB <sup>(d)</sup></li> <li>• TMSB <sup>(d)</sup></li> <li>• BMSB <sup>(d)</sup></li> <li>• BUSB <sup>(d)</sup></li> <li>• EINV <sup>(d)</sup></li> <li>• EAT <sup>(d)</sup></li> <li>• GMT <sup>(d)</sup></li> <li>• WCT <sup>(d)</sup></li> <li>• MHSB <sup>(d)</sup></li> <li>• SENV <sup>(d)</sup></li> </ul>



	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
5.	UT Group including but without limitation to:  (a) UTP (b) UTSSB (c) UTSBM	<ul style="list-style-type: none"> <li>• ARM</li> <li>• LGK</li> </ul>	<ul style="list-style-type: none"> <li>• UTSB</li> <li>• PSIL</li> <li>• Excorp</li> <li>• PanOcean</li> <li>• TAK</li> <li>• MSM</li> </ul>	<ul style="list-style-type: none"> <li>• HNSB <sup>(a)</sup></li> <li>• UKSB <sup>(a)</sup></li> <li>• ASSB <sup>(a)</sup></li> <li>• DMSB <sup>(a)</sup></li> <li>• NMSB <sup>(a)</sup></li> <li>• CMSB <sup>(a)</sup></li> <li>• MASB <sup>(a)</sup></li> <li>• TSSB <sup>(a)</sup></li> <li>• AKSB <sup>(a)</sup></li> <li>• DBSB <sup>(a)</sup></li> <li>• Indomurni <sup>(a)</sup></li> <li>• Beduk Selatan <sup>(a)</sup></li> <li>• Badai Maju <sup>(a)</sup></li> <li>• BJSB <sup>(a)</sup></li> <li>• TTSB <sup>(a)</sup></li> <li>• Bagan Budiman <sup>(a)</sup></li> <li>• SCSB <sup>(a)</sup></li> <li>• ANSB <sup>(a)</sup></li> <li>• NSSB <sup>(a)</sup></li> <li>• NTSB <sup>(a)</sup></li> <li>• CCSB <sup>(a)</sup></li> <li>• MAIH <sup>(d)</sup></li> <li>• PFSB <sup>(d)</sup></li> <li>• RUSB <sup>(d)</sup></li> <li>• TESB <sup>(d)</sup></li> <li>• MAI <sup>(d)</sup></li> <li>• TEQSB <sup>(d)</sup></li> <li>• WTSB <sup>(d)</sup></li> <li>• UTES <sup>(d) &amp; (e)</sup></li> <li>• BGSM <sup>(a), (d) &amp; (e)</sup></li> <li>• MCB <sup>(a), (d) &amp; (e)</sup></li> <li>• BGSM Management <sup>(a), (d) &amp; (e)</sup></li> <li>• BGSM Equity <sup>(a), (d) &amp; (e)</sup></li> <li>• WRSB <sup>(d) &amp; (e)</sup></li> <li>• TPSB <sup>(d) &amp; (e)</sup></li> <li>• BBSB <sup>(d) &amp; (e)</sup></li> <li>• BSSB <sup>(d) &amp; (e)</sup></li> <li>• WBSB <sup>(d) &amp; (e)</sup></li> <li>• TMSB <sup>(d) &amp; (e)</sup></li> <li>• BMSB <sup>(d) &amp; (e)</sup></li> <li>• BUSB <sup>(d) &amp; (e)</sup></li> <li>• EINV <sup>(d)</sup></li> <li>• EAT <sup>(d)</sup></li> <li>• GMT <sup>(d)</sup></li> <li>• WCT <sup>(d)</sup></li> <li>• MHSB <sup>(d)</sup></li> <li>• SENV <sup>(d)</sup></li> <li>• Mohd Din bin Merican <sup>(a)</sup></li> </ul>
	(d) BAB Group		<ul style="list-style-type: none"> <li>• UTSB</li> <li>• PSIL</li> <li>• Excorp</li> <li>• PanOcean</li> <li>• TAK</li> </ul>	
	(e) SLT (f) Mobitel		<ul style="list-style-type: none"> <li>• UTSB</li> <li>• PSIL</li> <li>• Excorp</li> <li>• PanOcean</li> <li>• TAK</li> </ul>	

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
6.	UMTS	<ul style="list-style-type: none"> <li>• LGK</li> <li>• FMC</li> <li>• ARM</li> <li>• NM</li> <li>• ML</li> </ul>	<ul style="list-style-type: none"> <li>• UTSB</li> <li>• PSIL</li> <li>• Excorp</li> <li>• PanOcean</li> <li>• TAK</li> <li>• THO</li> <li>• Dato' Badri</li> <li>• MSM</li> </ul>	<ul style="list-style-type: none"> <li>• HNSB <sup>(a), (b) &amp; (c)</sup></li> <li>• UKSB <sup>(a), (b) &amp; (c)</sup></li> <li>• ASSB <sup>(a), (b) &amp; (c)</sup></li> <li>• DMSB <sup>(a), (b) &amp; (c)</sup></li> <li>• NMSB <sup>(a), (b) &amp; (c)</sup></li> <li>• CMSB <sup>(a), (b) &amp; (c)</sup></li> <li>• MASB <sup>(a), (b) &amp; (c)</sup></li> <li>• TSSB <sup>(a), (b) &amp; (c)</sup></li> <li>• AKSB <sup>(a), (b) &amp; (c)</sup></li> <li>• DBSB <sup>(a), (b) &amp; (c)</sup></li> <li>• Indomurni <sup>(a), (b) &amp; (c)</sup></li> <li>• Beduk Selatan <sup>(a), (b) &amp; (c)</sup></li> <li>• Badai Maju <sup>(a), (b) &amp; (c)</sup></li> <li>• BJSB <sup>(a), (b) &amp; (c)</sup></li> <li>• TTSB <sup>(a), (b) &amp; (c)</sup></li> <li>• Bagan Budiman <sup>(a), (b) &amp; (c)</sup></li> <li>• SCSB <sup>(a), (b) &amp; (c)</sup></li> <li>• ANSB <sup>(a), (b) &amp; (c)</sup></li> <li>• NSSB <sup>(a), (b) &amp; (c)</sup></li> <li>• NTSB <sup>(a), (b) &amp; (c)</sup></li> <li>• CCSB <sup>(a), (b) &amp; (c)</sup></li> <li>• MAIH <sup>(d)</sup></li> <li>• PFSB <sup>(d)</sup></li> <li>• RUSB <sup>(d)</sup></li> <li>• TESB <sup>(d)</sup></li> <li>• MAI <sup>(d)</sup></li> <li>• TEQSB <sup>(d)</sup></li> <li>• WTSB <sup>(d)</sup></li> <li>• BGSM <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• MCB <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• BGSM Management <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• BGSM Equity <sup>(a), (b), (c), (d) &amp; (e)</sup></li> <li>• UTES <sup>(d) &amp; (e)</sup></li> <li>• WRSB <sup>(d) &amp; (e)</sup></li> <li>• TPSB <sup>(d) &amp; (e)</sup></li> <li>• BBSB <sup>(d) &amp; (e)</sup></li> <li>• BSSB <sup>(d) &amp; (e)</sup></li> <li>• WBSB <sup>(d) &amp; (e)</sup></li> <li>• TMSB <sup>(d) &amp; (e)</sup></li> <li>• BMSB <sup>(d) &amp; (e)</sup></li> <li>• BUSB <sup>(d) &amp; (e)</sup></li> <li>• EINV <sup>(d)</sup></li> <li>• EAT <sup>(d)</sup></li> <li>• GMT <sup>(d)</sup></li> <li>• WCT <sup>(d)</sup></li> <li>• MHSB <sup>(d)</sup></li> <li>• SENV <sup>(d)</sup></li> <li>• Mohd Din bin Merican <sup>(a)</sup></li> </ul>

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected <sup>1</sup>
7.	<p>MCB Group including but without limitation to:</p> <p>(a) Aircel Limited (b) DWL</p>	<ul style="list-style-type: none"> <li>• KRK</li> <li>• FMC</li> <li>• Dr. Ibrahim</li> <li>• ARM</li> </ul>	<ul style="list-style-type: none"> <li>• MCB</li> <li>• BGSM</li> <li>• UTES</li> <li>• UTSB</li> <li>• PSIL</li> <li>• Excorp</li> <li>• PanOcean</li> <li>• TAK</li> <li>• HNSB</li> <li>• THO</li> <li>• Dato' Badri</li> <li>• MSM</li> <li>• STCM</li> <li>• STCAT</li> <li>• STC</li> <li>• PIF</li> </ul>	<ul style="list-style-type: none"> <li>• UKSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• ASSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• DMSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• NMSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• CMSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• MASB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• TSSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• AKSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• DBSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• Indomurni <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• Beduk Selatan <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• Badai Maju <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• BJSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• TTSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• Bagan Budiman <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• SCSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• ANSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• NSSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• NTSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• CCSB <sup>(a), (b), (c) &amp; (i)</sup></li> <li>• MAIH <sup>(d)</sup></li> <li>• PFSB <sup>(d)</sup></li> <li>• RUSB <sup>(d)</sup></li> <li>• TESB <sup>(d)</sup></li> <li>• MAI <sup>(d)</sup></li> <li>• TEQSB <sup>(d)</sup></li> <li>• WTSB <sup>(d)</sup></li> <li>• WRSB <sup>(d), (e) &amp; (f)</sup></li> <li>• TPSB <sup>(d), (e) &amp; (f)</sup></li> <li>• BBSB <sup>(d), (e) &amp; (f)</sup></li> <li>• BSSB <sup>(d), (e) &amp; (f)</sup></li> <li>• WBSB <sup>(d), (e) &amp; (f)</sup></li> <li>• TMSB <sup>(d), (e) &amp; (f)</sup></li> <li>• BMSB <sup>(d), (e) &amp; (f)</sup></li> <li>• BUSB <sup>(d), (e) &amp; (f)</sup></li> <li>• EINV <sup>(d)</sup></li> <li>• EAT <sup>(d)</sup></li> <li>• GMT <sup>(d)</sup></li> <li>• WCT <sup>(d)</sup></li> <li>• MHSB <sup>(d)</sup></li> <li>• SENV <sup>(d)</sup></li> <li>• Mohd Din bin Merican <sup>(a)</sup></li> <li>• BGSM Management <sup>(a), (b), (c), (d), (e), (f), (g), (i) &amp; (j)</sup></li> <li>• BGSM Equity <sup>(a), (b), (c), (d), (e), (f), (g), (i) &amp; (j)</sup></li> </ul>
8.	<p>STC Group including but not without limitation to:</p> <p>(a) Cell C (b) KTC (c) AVEA (d) Viva</p>	<ul style="list-style-type: none"> <li>• KRK</li> <li>• FMC</li> <li>• Dr. Ibrahim</li> </ul>	<ul style="list-style-type: none"> <li>• STC</li> </ul>	<ul style="list-style-type: none"> <li>• STCM <sup>(g)</sup></li> <li>• STCAT <sup>(g)</sup></li> <li>• PIF <sup>(g)</sup></li> </ul>

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
9.	MJS	-	TAK	<ul style="list-style-type: none"> <li>• MAIH <sup>(d)</sup></li> <li>• PFSB <sup>(d)</sup></li> <li>• RUSB <sup>(d)</sup></li> <li>• TESB <sup>(d)</sup></li> <li>• MAI <sup>(d)</sup></li> <li>• TEQSB <sup>(d)</sup></li> <li>• WTSB <sup>(d)</sup></li> <li>• WRSB <sup>(d)</sup></li> <li>• TPSB <sup>(d)</sup></li> <li>• BBSB <sup>(d)</sup></li> <li>• BSSB <sup>(d)</sup></li> <li>• WBSB <sup>(d)</sup></li> <li>• TMSB <sup>(d)</sup></li> <li>• BMSB <sup>(d)</sup></li> <li>• BUSB <sup>(d)</sup></li> <li>• EINV <sup>(d)</sup></li> <li>• EAT <sup>(d)</sup></li> <li>• GMT <sup>(d)</sup></li> <li>• WCT <sup>(d)</sup></li> <li>• MHSB <sup>(d)</sup></li> <li>• SENV <sup>(d)</sup></li> <li>• BGSM <sup>(d)</sup></li> <li>• MCB <sup>(d)</sup></li> <li>• BGSM Management <sup>(d)</sup></li> <li>• BGSM Equity <sup>(d)</sup></li> <li>• UTES <sup>(d)</sup></li> <li>• UTSB <sup>(d)</sup></li> <li>• PSIL <sup>(d)</sup></li> <li>• Excorp <sup>(d)</sup></li> <li>• PanOcean <sup>(d)</sup></li> <li>• TMK <sup>(d)</sup></li> </ul>

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected
10.	SRGAP		TAK	<ul style="list-style-type: none"> <li>• MAIH<sup>(d)</sup></li> <li>• PFSB<sup>(d)</sup></li> <li>• RUSB<sup>(d)</sup></li> <li>• TESB<sup>(d)</sup></li> <li>• MAI<sup>(d)</sup></li> <li>• TEQSB<sup>(d)</sup></li> <li>• WTSB<sup>(d)</sup></li> <li>• WRSB<sup>(d)</sup></li> <li>• TPSB<sup>(d)</sup></li> <li>• BBSB<sup>(d)</sup></li> <li>• BSSB<sup>(d)</sup></li> <li>• WBSB<sup>(d)</sup></li> <li>• TMSB<sup>(d)</sup></li> <li>• BMSB<sup>(d)</sup></li> <li>• BUSB<sup>(d)</sup></li> <li>• EINV<sup>(d)</sup></li> <li>• EAT<sup>(d)</sup></li> <li>• GMT<sup>(d)</sup></li> <li>• WCT<sup>(d)</sup></li> <li>• MHSB<sup>(d)</sup></li> <li>• SENV<sup>(d)</sup></li> <li>• BGSM<sup>(d)</sup></li> <li>• MCB<sup>(d)</sup></li> <li>• BGSM Management<sup>(d)</sup></li> <li>• BGSM Equity<sup>(d)</sup></li> <li>• UTES<sup>(d)</sup></li> <li>• UTSB<sup>(d)</sup></li> <li>• PSIL<sup>(d)</sup></li> <li>• Excorp<sup>(d)</sup></li> <li>• PanOcean<sup>(d)</sup></li> <li>• TMK<sup>(d)</sup></li> </ul>

	Transacting Parties	Interested Directors	Interested Major Shareholders	Persons Connected*
11.	MLP	-	<ul style="list-style-type: none"> <li>• TAK</li> <li>• MSM</li> </ul>	<ul style="list-style-type: none"> <li>• HNSB<sup>(a)</sup></li> <li>• UKSB<sup>(a)</sup></li> <li>• ASSB<sup>(a)</sup></li> <li>• DMSB<sup>(a)</sup></li> <li>• NMSB<sup>(a)</sup></li> <li>• CMSB<sup>(a)</sup></li> <li>• MASB<sup>(a)</sup></li> <li>• TSSB<sup>(a)</sup></li> <li>• AKSB<sup>(a)</sup></li> <li>• DBSB<sup>(a)</sup></li> <li>• Indomurni<sup>(a)</sup></li> <li>• Beduk Selatan<sup>(a)</sup></li> <li>• Badai Maju<sup>(a)</sup></li> <li>• BJSB<sup>(a)</sup></li> <li>• TTSB<sup>(a)</sup></li> <li>• Bagan Budiman<sup>(a)</sup></li> <li>• SCSB<sup>(a)</sup></li> <li>• ANSB<sup>(a)</sup></li> <li>• NSSB<sup>(a)</sup></li> <li>• NTSB<sup>(a)</sup></li> <li>• CCSB<sup>(a)</sup></li> <li>• MAIH<sup>(d)</sup></li> <li>• PFSB<sup>(d)</sup></li> <li>• RUSB<sup>(d)</sup></li> <li>• TESB<sup>(d)</sup></li> <li>• MAI<sup>(d)</sup></li> <li>• TEQSB<sup>(d)</sup></li> <li>• WTSB<sup>(d)</sup></li> <li>• BGSM<sup>(a) &amp; (d)</sup></li> <li>• MCB<sup>(a) &amp; (d)</sup></li> <li>• BGSM Management<sup>(a) &amp; (d)</sup></li> <li>• BGSM Equity<sup>(a) &amp; (d)</sup></li> <li>• UTES<sup>(d)</sup></li> <li>• UTSB<sup>(d)</sup></li> <li>• PSIL<sup>(d)</sup></li> <li>• PanOcean<sup>(d)</sup></li> <li>• Excorp<sup>(d)</sup></li> <li>• WRSB<sup>(d)</sup></li> <li>• TPSB<sup>(d)</sup></li> <li>• BBSB<sup>(d)</sup></li> <li>• BSSB<sup>(d)</sup></li> <li>• WBSB<sup>(d)</sup></li> <li>• TMSB<sup>(d)</sup></li> <li>• BMSB<sup>(d)</sup></li> <li>• BUSB<sup>(d)</sup></li> <li>• EINV<sup>(d)</sup></li> <li>• EAT<sup>(d)</sup></li> <li>• GMT<sup>(d)</sup></li> <li>• WCT<sup>(d)</sup></li> <li>• MHSB<sup>(d)</sup></li> <li>• SENV<sup>(d)</sup></li> <li>• Mohd Din bin Merican<sup>(a)</sup></li> </ul>
12.	<ul style="list-style-type: none"> <li>• OCSB</li> </ul>	<ul style="list-style-type: none"> <li>• Tan Sri Mokhzani</li> </ul>	-	<ul style="list-style-type: none"> <li>• Datin Mastisa Hani Binti Mohamed<sup>(h)</sup></li> </ul>

**Notes:**

- \* *The list may not be exhaustive. However as explained under Section 7 of this Circular, the interested Directors and interested Major Shareholders will undertake to ensure that Persons Connected to them will abstain from all deliberations and voting at the forthcoming EGM on the resolutions of the Proposed Mandate in which they have an interest.*
- (a) *A person connected to MSM.*
- (b) *A person connected to THO.*
- (c) *A person connected to Dato' Badri.*
- (d) *A person connected to TAK.*
- (e) *A person connected to UTSB, PSIL, Excorp and PanOcean.*
- (f) *A person connected to UTES.*
- (g) *A person connected to STC.*
- (h) *A person connected to Tan Sri Mokhzani.*
- (i) *A person connected to HNSB.*
- (j) *A person connected to MCB, BGSM, STCM, STCAT and PIF.*

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## DRAFT BY-LAWS

MAXIS BERHAD LONG TERM INCENTIVE PLAN  
BY-LAWS**1. DEFINITIONS AND INTERPRETATION**

1.1 In these By-Laws, except where the context otherwise requires, the following expressions shall have the following meanings:

- (a) "Acquirer" is as defined in clause 33.
- (b) "Adviser" means a corporate finance adviser that may act as a principal adviser under the SC's Guidelines on Principal Advisers for Corporate Proposals (as amended from time to time).
- (c) "Affected Employee" is as defined in clause 19.
- (d) "Aggregate Scheme Shares" is as defined in clause 3.2.
- (e) "Board" means the Board of Directors of the Company.
- (f) "Bursa Depository" means Bursa Malaysia Depository Sdn. Bhd. (165570-W).
- (g) "Bursa Securities" means Bursa Malaysia Securities Berhad (635998-W).
- (h) "By-Laws" means these By-Laws governing the Scheme, as amended, modified and/or supplemented from time to time.
- (i) "CDS" means the Central Depository System governed under SICDA.
- (j) "CDS Account" means the Central Depository System account established by Bursa Depository for a depositor for the recording of deposit of securities and dealings in such securities by that depositor of securities, and "CDS Accounts" shall be construed accordingly.
- (k) "Companies Act" means the Companies Act, 1965, as amended from time to time.
- (l) "Company" means Maxis Berhad (867573-A).
- (m) "Director" means a natural person who is a director for the time being of the Company, and "Directors" shall be construed accordingly.
- (n) "Effective Date" means the date the date on which the Scheme takes effect, being the the date of full compliance with all relevant requirements of the Listing Requirements more particularly set forth in clause 7.
- (o) "Eligible Employee" means an employee of any company within the Group (including an Executive Director) and includes any person who is proposed to be employed as an employee of the Group (including an Executive Director), who is eligible to be selected to participate in the Scheme pursuant to clause 5, and "Eligible Employees" shall be construed accordingly.
- (p) "Excluded Entities" means, in relation to the Group for the purposes of the Scheme, any one of the following:
  - (i) Subsidiaries which are listed on any stock exchange or over-the-counter market;
  - (ii) Subsidiaries which are incorporated or which have places of business outside Malaysia; and



- (iii) Subsidiaries which are dormant.
- (q) "Executive Director" means a natural person who is or will be a Director in a full-time executive capacity who is involved in the day-to-day management and on the payroll of the Company.
- (r) "Grant" means an Offer which has been accepted by a Selected Employee, and "Grants" shall be construed accordingly.
- (s) "Group" means, collectively, the Company and its Subsidiaries (excluding Excluded Entities).
- (t) "Group Member" means any corporation comprised in the Group, and "Group Members" shall be construed accordingly.
- (u) "Listing Requirements" means the Main Market Listing Requirements of Bursa Securities, as amended from time to time.
- (v) "Market Day" means a day on which Bursa Securities is open for trading in securities, and "Market Days" shall be construed accordingly.
- (w) "Maximum Allowable Allocation" means the aggregate maximum number of Scheme Shares that may be allocated pursuant to clause 4
- (x) "Maximum Scheme Shares Available" is as defined in clause 3.1.
- (y) "Offer" means an offer made in writing by the Scheme Committee to a Selected Employee pursuant to the Scheme, and "Offers" shall be construed accordingly.
- (z) "Offer Date" means the date on which an Offer is made or deemed made by the Scheme Committee to a Selected Employee, which shall be the date the Offer is served in accordance with clause 24.
- (aa) "Offer Period" means the period of thirty days from the Offer Date, or such other period as may be determined by the Scheme Committee and specified in the Offer, during which an Offer may be accepted.
- (bb) "Performance Period" means the period during which the Performance Targets are required to be achieved.
- (cc) "Performance Targets" means the performance targets stipulated by the Scheme Committee and as set forth in an Offer, which are to be achieved by the Selected Employees during the Performance Period.
- (dd) "Previous Company" is as defined in clause 19.
- (ee) "PSU" means performance stock awards, being Scheme Shares which will vest in a Scheme Participant under a Grant when the PSU's Performance Targets and Vesting Conditions are met.
- (ff) "RM" means the ringgit, the lawful currency of Malaysia.
- (gg) "RSU" means restricted stock awards, being Scheme Shares which will vest in a Scheme Participant under a Grant when the RSU's Vesting Conditions are met.
- (hh) "Scheme" means the Maxis Berhad Long Term Incentive Plan established under and governed by these By-Laws.

- (ii) "Scheme Committee" means the committee comprising Directors and/or other officers or executives of the Company appointed by the Board pursuant to clause 10 to implement and administer the Scheme, in accordance with these By-Laws.
  - (jj) "Scheme Participant" means a Selected Employee who has duly accepted an Offer in accordance with these By-Laws, and "Scheme Participants" shall be construed accordingly.
  - (kk) "Scheme Period" means the period of the Scheme as set forth in clause 7.1.
  - (ll) "Scheme Shares" or "Shares" means ordinary shares in the capital of the Company, and "Scheme Share" or "Share" means any one of them.
  - (mm) "Scheme Termination Date" is as defined in clause 8.
  - (nn) "Selected Employee" means an Eligible Employee to whom an Offer is or is to be made pursuant to these By-Laws.
  - (oo) "SICDA" means the Securities Industry (Central Depositories) Act, 1991, as amended from time to time.
  - (pp) "Subsidiaries" means subsidiaries of the Company within the meaning of section 5 of the Companies Act, and shall include such subsidiaries which are existing as of the Effective Date and those subsequently acquired or incorporated at any time during the Scheme Period, unless determined by the Board and/or Scheme Committee to fall outside the expression "Subsidiaries" pursuant to clause 18.1, and "Subsidiary" shall be construed accordingly.
  - (qq) "Vesting Conditions" means the conditions determined by the Scheme Committee and stipulated in the Offer in respect of a Grant, which must be fulfilled by a Scheme Participant for the vesting of the Scheme Shares.
  - (rr) "Vesting Date" means the date on which Scheme Shares pursuant to a Grant is vested in the Scheme Participant.
- 1.2 In these By-Laws, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing the masculine, feminine or neuter gender shall include all genders.
- 1.3 The headings and sub-headings herein are inserted for convenience only and shall not affect the interpretation of these By-Laws. Any reference to a clause is a reference to the relevant clause of these By-Laws. The Schedule forms part of these By-Laws.
- 1.4 Any reference to a statute, statutory provisions, guidelines, regulations or rules includes a reference to that statute, statutory provision (and all statutory instruments or orders made pursuant to it), guidelines, regulations and rules, as from time to time amended, extended, re-enacted or consolidated.
- 1.5 Any liberty, power or discretion which may be exercised, or any decision or determination which may be made, hereunder by the Scheme Committee (including any selection) may be exercised in the Scheme Committee's sole and absolute discretion, having regard only to the directions specified by the Board (where applicable), and the Scheme Committee shall not be under any obligation to give any reason for the same, except as may be required by the relevant regulatory authorities.
- 1.6 If an event is to occur on a stipulated day which is not a Market Day, then the stipulated day will be taken to be the first Market Day after that day.

- 1.7 In the event of any change in the name of the Company from its present name, all references to "Maxis Berhad" in these By-laws and all other documents pertaining to the Scheme shall be deemed to be references to the Company's new name.

## **2. THE SCHEME**

- 2.1 The Scheme shall be called the "Maxis Berhad Long Term Incentive Plan", and be established and governed by these By-Laws.

## **3. MAXIMUM NUMBER OF SCHEME SHARES AVAILABLE UNDER THE SCHEME**

- 3.1 Subject to clause 3.2, and subject to any adjustment as may be required to the relevant numbers of Shares pursuant to Schedule 1, the maximum number of Scheme Shares which may be made available under the Scheme shall not, when aggregated with the total number of new Shares allotted and issued and/or to be allotted and issued under the Maxis Berhad 2009 Employee Share Option Scheme, exceed 250,000,000 Shares at any point of time during the Scheme Period ("Maximum Scheme Shares Available").
- 3.2 In the event that the Company purchases or cancels its own shares in accordance with the provisions of section 67A of the Companies Act or otherwise howsoever, or undertakes any other corporate proposal resulting in a reduction of its issued and paid-up ordinary share capital, the following provisions shall apply in respect of future Offers (provided that all the valid Offers which are pending acceptances, and Grants that have not been vested and/or Grants that have been vested, prior to such purchase and/or reduction of the issued and paid-up ordinary share capital of the Company shall remain valid in accordance with the provisions of the Scheme as if that reduction had not occurred):
- (i) if, after such purchase, cancellation or reduction, the aggregate number of Scheme Shares comprised in all the valid Offers which are pending acceptances, Grants that have not been vested and/or Grants that have been vested ("Aggregate Scheme Shares") as of the date of purchase, cancellation or reduction of shares is greater than the Maximum Scheme Shares Available, no further Offers shall be made by the Scheme Committee until the Aggregate Scheme Shares falls below the Maximum Scheme Shares Available; or
  - (ii) if, after such purchase, cancellation or reduction, the Aggregate Scheme Shares is less than the Maximum Scheme Shares Available, the Scheme Committee may make further Offers provided that the aggregate number of Scheme Shares comprised in the Aggregate Scheme Shares and the future Offers is equivalent to the Maximum Scheme Shares Available after such purchase, cancellation or reduction.

## **4. MAXIMUM ALLOWABLE ALLOCATION AND THE BASIS OF ALLOCATION**

- 4.1 Subject to any adjustment which may be made under Schedule 1, the aggregate maximum number of Scheme Shares that may be allocated under the Scheme to any one of the Eligible Employees shall be determined by the Scheme Committee from time to time, provided that the allocation to an Eligible Employee who, either singly or collectively through persons connected with the Eligible Employee as defined in the Listing Requirements, holds 20% or more of the issued and paid-up ordinary share capital (excluding treasury shares) of the Company, shall not exceed 10% of the Maximum Scheme Shares Available.
- 4.2 In the circumstances where the maximum allowable allocation as provided in the Listing Requirements on employees share schemes is amended by Bursa Securities (or any relevant authority) from time to time, the Scheme Committee shall have the discretion to make the necessary adjustments so that the number of Scheme Shares comprised in the Offers that may be made to any Eligible Employee shall be in accordance with the provisions of the Listing Requirements on employees share schemes.

- 4.3 Subject to clauses 4.1 and 5.1, and any adjustment which may be made under Schedule 1, the Scheme Committee may from time to time at its absolute discretion identify and select suitable Eligible Employees to be offered one or more Offers under the Scheme .
- 4.4 The Company shall ensure that the allocation of Scheme Shares to Selected Employees is verified at the end of each financial year of the Company by the Company's audit committee as being in compliance with clause 4.1, and (where required by applicable law or stock exchange regulations) a statement by the audit committee, verifying such allocation, is included in the Company's annual report.
- 4.5 No Eligible Employee shall participate in any deliberation or discussion on his or her own respective Offer under the Scheme.

## **5. ELIGIBILITY**

- 5.1 Any Eligible Employee in the Group who fulfills the following criteria as of the Offer Date shall be eligible for consideration and selection as a Selected Employee by the Scheme Committee:
- (a) has attained the age of eighteen years and is not an undischarged bankrupt nor subject to any bankruptcy proceedings;
  - (b) is employed on a full-time basis and is on the payroll of any Group Member and, has not served a notice of resignation or received a notice of termination;
  - (c) is serving in a specific designation under an employment contract, whether on a permanent contract or for a fixed duration (but excluding those who are employed for a specific project, or any other contract as may be determined by the Scheme Committee); and
  - (d) fulfills any other eligibility criteria and/or falls within such category as may be determined by the Scheme Committee in its discretion from time to time.

Subject to applicable law, the Scheme Committee may vary or revise any of the eligibility criteria set forth in this clause 5.1 at any time and from time to time.

- 5.2 Eligibility for consideration under the Scheme does not confer an Eligible Employee with any right whatsoever under or to participate in the Scheme.
- 5.3 The selection of any Eligible Employee for participation in the Scheme shall be made by the Scheme Committee in its absolute discretion. The decision of the Scheme Committee shall be final and binding.

## **6. RETENTION PERIOD**

- 6.1 The Scheme Shares vested in the Scheme Participants pursuant to these By-Laws may be subject to such retention period and/or such restrictions on transfer, as may be determined by the Scheme Committee at its absolute discretion, unless otherwise stipulated in the Offer.
- 6.2 The expression "retention period" referred to in clause 6.1 shall mean the period within which the Scheme Shares transferred to the Scheme Participants pursuant to this Scheme must not be sold, transferred, assigned or otherwise disposed of by the Scheme Participants.

## **7. SCHEME PERIOD**

- 7.1 The Scheme shall take effect on the Effective Date and shall continue to be in force for a period of ten years thereafter, provided that the following conditions have been fulfilled:
- (a) grant of the approval of Bursa Securities for the listing of and quotation for the Shares to be issued pursuant to the Scheme on the Main Market of Bursa Securities;

- (b) grant of the approval of the shareholders of the Company;
- (c) the submission to Bursa Securities of the final copy of the By-Laws; and
- (d) the fulfillment of all conditions attached to the approvals referred to in clauses 7.1(a) and (b), if any.

All unaccepted Offers shall forthwith cease to be capable of acceptance, and all unvested Shares comprised in any Grant shall forthwith cease to be capable of vesting, upon expiration of the Scheme.

- 7.2 Within five Market Days after the Effective Date, the Company shall, through the Adviser, submit a confirmation to Bursa Securities of full compliance with the approvals and/or conditions set forth in clause 7.1, stating the Effective Date, together with a certified true copy of the relevant resolution passed by the shareholders of the Company in the general meeting approving the Scheme.

## **8. TERMINATION OF THE SCHEME**

- 8.1 Notwithstanding anything to the contrary in these By-Laws, but subject to any applicable law or stock exchange regulation, the Scheme may be terminated by the Company at any time prior to the expiry of the Scheme Period by written notice to affected Scheme Participants, provided that:

- (a) in the case of any unaccepted Offers, such Offers shall forthwith lapse and become null and void on the date specified in the notice;
- (b) in the case of any unvested Scheme Shares, the written consents of all affected Scheme Participants are obtained prior to such termination, whereupon all unvested Scheme Shares shall cease to be capable of vesting in the affected Scheme Participants and be null and void on the date specified in the notice which shall be after the consents have been obtained ("Scheme Termination Date"), provided however that the Scheme Committee may in its absolute discretion permit the vesting of unvested Scheme Shares either in whole or in part thereof in the Scheme Participant at any time prior to the Scheme Termination Date subject to such terms and conditions as may be prescribed by the Scheme Committee notwithstanding that:
  - (i) the Vesting Date is not due or has not occurred; and/or
  - (ii) any other term or condition of the Offer has not been fulfilled or satisfied.

- 8.2 Upon termination of the Scheme, no further Offers shall be made by the Company.

## **9. RIGHTS ATTACHED TO SCHEME SHARES**

- 9.1 Subject to this clause 9, the Scheme Shares to be allotted and issued to Scheme Participants pursuant to the Scheme upon vesting thereof shall rank equally in all respects with the then existing issued ordinary shares in the capital of the Company.

- 9.2 The Scheme Participant shall not be entitled to any dividend, right, allotment, entitlement and/or any other distribution:

- (a) attached to the Scheme Shares prior to the date on which the Scheme Shares are credited into the Scheme Participants' respective CDS Accounts; and/or
- (b) which may be declared, made or paid to the Company's shareholders, for which the book closure date is prior to the date on which the Scheme Shares are credited into the CDS Account of that Scheme Participant.

- 9.3 For the purposes of this clause 9, "book closure date" shall mean the date as of the close of business on which a shareholder of the Company must be registered as a member and whose name must appear in the record of depositors maintained at Bursa Depository in order to be entitled to any dividend, right, allotment, entitlement and/or any other distribution.
- 9.4 The Scheme Shares shall be subject to all the provisions of the articles of association of the Company in relation to voting, dividend, entitlements, liquidation, and their allotment, issuance, transfer, transmission, or otherwise.

## **10. ADMINISTRATION**

- 10.1 The Scheme shall be administered by the Scheme Committee consisting of such persons appointed by the Board from time to time.
- 10.2 Subject to these By-Laws and to such terms of reference, as may be specified by the Board, the Scheme Committee shall administer the Scheme in such manner as it shall in its discretion deem fit.
- 10.3 For the purpose of administering the Scheme, the Scheme Committee may do all such acts and things; enter into any transaction, agreement, deed, instrument, document or arrangement; make rules and regulations; impose terms and conditions; and/or delegate any part of its power and authority relating to the administration of the Scheme, as the Scheme Committee may in its discretion deem fit, necessary and/or expedient for the implementation and administration of, and to give full effect to, the Scheme.
- 10.4 The Board shall have power at any time and from time to time to:
- (a) approve, terminate and/or revoke the appointment of any member of the Scheme Committee and appoint replacement members to the Scheme Committee;
  - (b) make, issue and/or amend such terms of reference as it may specify in respect of the Scheme Committee at any time and from time to time; and
  - (c) assume and/or exercise or execute any of the powers and authorities conferred upon the Scheme Committee pursuant to these By-Laws.

## **11. DISCIPLINARY PROCEEDINGS**

- 11.1 In the event a Selected Employee is subjected to disciplinary proceedings (whether or not such disciplinary proceedings will give rise to a dismissal or termination of service or demotion to a lower category of employment) after an Offer is made but before the acceptance thereof by such Selected Employee, the Offer is deemed withdrawn and no longer capable of acceptance, unless otherwise decided by the Scheme Committee who may in so doing, impose such terms and conditions as it deems appropriate having regard to the nature of the disciplinary actions made or brought against the Selected Employee.
- 11.2 Nothing herein shall prevent the Scheme Committee (but the Scheme Committee shall not be obliged to do so) from making a fresh Offer to such Selected Employee in the event that such disciplinary actions are not found against him, or if such disciplinary actions are withdrawn, provided that such Offer is made within the duration of the Scheme Period.
- 11.3 In the event a Scheme Participant is subjected to disciplinary proceedings (whether or not such disciplinary proceedings will give rise to a dismissal or termination of service or demotion to a lower category of employment) after the acceptance of an Offer, the right in respect of the Grant shall be suspended pending the outcome of the disciplinary proceedings unless otherwise decided by the Scheme Committee who may in so doing, impose such terms and conditions as it deems appropriate having regard to the nature of the disciplinary actions made or brought against the Scheme Participant, provided that:

- (a) in the event the Scheme Participant is found guilty resulting in the dismissal or termination of service, the Grant shall immediately lapse notwithstanding that such dismissal or termination of service may be subsequently challenged by the Scheme Participant in any other forum;
- (b) in the event the Scheme Participant is found guilty resulting in a demotion to a lower category of employment, the number of Scheme Shares comprised in the Grant held by that Scheme Participant which are unvested at that time may be reduced by the Scheme Committee in its sole and absolute discretion or be dealt with in such manner as the Scheme Committee, in its absolute discretion, deems appropriate; and
- (c) in the event the Scheme Participant is found guilty of some or all of the charges but no dismissal or termination of service is recommended, the Scheme Committee shall have the sole right to determine, at its absolute discretion, whether or not the Scheme Shares comprised in the Grant may continue to vest and, if so, to impose such terms and conditions as it deems appropriate in respect of such vesting.

11.4 Nothing herein shall prevent the Scheme Committee (but the Scheme Committee shall not be obliged to do so) from making a fresh Offer and/or reinstating the right in respect of the Grant in the event that such disciplinary actions are not decided against him or if such disciplinary actions against the Scheme Participant are withdrawn provided that such Offer and/or reinstatement is made within the duration of the Scheme Period. If the Scheme Committee does not reinstate such right in respect of the Grant prior to the expiry of the Scheme Period, the Offer and acceptance thereof shall automatically lapse and shall immediately become null and void and any unvested Scheme Share shall forthwith cease to be capable of vesting in the Scheme Participant, as the case may be, unless the Scheme Committee determines otherwise.

## **12. AMENDMENT, VARIATION AND/OR MODIFICATION TO THE SCHEME**

12.1 Subject to compliance with the Listing Requirements and to the approval of any regulatory authority (if required), the Scheme Committee may at any time and from time to time recommend to the Board any addition, amendment and/or modification to and/or deletions of all or any part of these By-Laws as it shall in its discretion think fit and the Board shall at any time and from time to time have the power by resolution to add to, amend, modify and/or delete all or any part of these By-Laws upon such recommendation provided that:

- (a) no such addition, amendment, modification and/or deletion shall be made which would adversely affect the rights attaching to any Grant awarded prior to such addition, amendment, modification and/or deletion except with the approval of the Scheme Participant to whom that Grant is made; and
- (b) no such addition, amendment, modification and/or deletion shall be made to the advantage of Scheme Participants without the prior approval of the shareholders of the Company.

## **13. DISPUTES**

13.1 In the event of any dispute between the Scheme Committee and an Eligible Employee, Selected Employee or Scheme Participant, as to any matter or thing of any nature arising hereunder, such dispute or difference shall be referred to the Board whose decision shall be final and binding on all parties in all respects.

## **14. SCHEME NOT A TERM OF EMPLOYMENT**

14.1 This Scheme does not form part of nor shall it in any way be construed as forming part of the terms and conditions of employment of any Eligible Employee, Selected Employee or Scheme Participant. This Scheme shall not confer or be construed to confer on any Eligible Employee, Selected Employee or Scheme Participant any special right or privilege over and above his terms and conditions of employment nor any right in addition to compensation or

damages that he may be normally entitled to arising from the cessation of his employment for any reason whatsoever.

#### **15. NO COMPENSATION**

- 15.1 No Eligible Employee, Selected Employee or Scheme Participant who ceases to hold office in or employment with any Group Member shall be entitled to any compensation for the loss of any right or benefit or prospective right or benefit under the Scheme which they might otherwise have enjoyed, whether such compensation is claimed by way of damages for wrongful dismissal, other breach of contract or by way of compensation for loss of office.

#### **16. NO LIABILITY**

- 16.1 The Company, any Group Member, the Board, the Scheme Committee, and/or the directors, officers, employees, agents, affiliates and representatives of the Company and/or any Group Member, shall not be liable for any compensation, loss or damages of any claim, action or proceeding by any Eligible Employee, Selected Employee or Scheme Participant or legal or personal representatives whatsoever and howsoever arising from the suspension or termination of any right to the vesting of Scheme Shares pursuant to the Grant, or of such right ceasing to be valid pursuant to the provisions of these By-Laws.

#### **17. SUBSIDIARIES OF THE COMPANY**

- 17.1 The Board and/or Scheme Committee may, in its absolute discretion, determine that a Subsidiary (including those subsequently incorporated or acquired during the Scheme Period) shall not fall within the expression "Subsidiaries" for the purpose of the Scheme.

#### **18. DIVESTMENT FROM THE GROUP**

- 18.1 If a Scheme Participant who held office or was in the employment with a corporation of the Group which has ceased to be a Group Member as a result of a restructuring or divestment exercise or otherwise (other than a takeover or reconstruction as provided under these By-Laws), the Scheme Committee may, in its absolute discretion, permit the vesting of unvested Scheme Shares either in whole or in part thereof in the Scheme Participant at any time subject to such terms and conditions as may be prescribed by the Scheme Committee notwithstanding that:

- (a) the Vesting Date is not due or has not occurred; and/or
- (b) other terms and conditions set out in the Offer have not been fulfilled or satisfied.

Unless otherwise permitted as aforesaid, any unvested Scheme Shares shall cease to be capable of vesting in that Scheme Participant and such Scheme Participant shall not be eligible to participate further under the Scheme.

#### **19. ACQUISITIONS OF SUBSIDIARIES**

- 19.1 Notwithstanding anything to the contrary, an employee who is in employment of a corporation which is not Group Member ("Previous Company") but subsequently becomes a Group Member as a result of an acquisition or other exercise involving the Company and/or any Subsidiary or transferred to a corporation which is a Group Member subsequent to the acquisition or other exercise, in the case of an employee of a Previous Company, such an employee ("Affected Employee") may, at the absolute discretion of the Scheme Committee, be eligible to participate in the Scheme.

#### **20. TRANSFER TO OTHER CORPORATION/SUBSIDIARY THAT IS NOT A GROUP MEMBER**

- 20.1 Notwithstanding anything to the contrary, in the event a Scheme Participant who was employed in a corporation which is a Group Member is subsequently transferred from such corporation to another corporation which is not a Group Member, the Scheme Committee



shall have the absolute discretion to decide that the Grant shall remain valid upon the same terms and conditions as may be set out in the Offer as if the Scheme Participant is still in employment with the Group Member.

## **21. INSPECTION OF AUDITED FINANCIAL STATEMENTS**

21.1 All Scheme Participants may inspect a copy of the latest audited financial statements of the Company at the Company's website.

## **22. COSTS, EXPENSES AND TAXES**

22.1 All fees, costs, and expenses (including but not limited to brokerage, administrative and handling charges) incurred in relation to the allotment and issuance of the Scheme Shares pursuant to the vesting of the Scheme Shares under the Grant shall be borne by the Company.

22.2 All brokerage fees, charges of Bursa Depository, commissions and such other incidental costs and stamp duties arising from the sale of the Scheme Shares by the Scheme Participants shall be borne by the Scheme Participants.

22.3 Each Scheme Participant shall be solely responsible for all taxes (including, without limitation, income tax) which may be incurred by him arising out of or as a result of the vesting of the Scheme Shares or transfer of Scheme Shares to him under these By-Laws.

## **23. ARTICLES OF ASSOCIATION**

23.1 Notwithstanding the terms and conditions contained in this Scheme, if a situation of conflict should arise between this Scheme and the articles of association of the Company, the provisions of the articles of association of the Company shall prevail to the extent of the conflict at all times.

## **24. NOTICE**

24.1 Any notice or communication under the Scheme required to be given to or served upon the Scheme Committee, the Company and/or the relevant Group Member by an Eligible Employee, Selected Employee or a Scheme Participant or any correspondence to be made between an Eligible Employee, Selected Employee or Scheme Participant to the Scheme Committee, the Company and/or the relevant Group Member shall be given, served or made in writing and sent to the registered office of the Company or such other office which the Scheme Committee, the Company and/or the relevant Group Member may have stipulated for a particular purpose either by hand (with acknowledgment of receipt) or registered letter.

24.2 Unless otherwise provided in these By-Laws, any notice or communication which under the Scheme is required to be given to or served upon an Eligible Employee, Selected Employee or Scheme Participant or any correspondence to be made with an Eligible Employee, Selected Employee or Scheme Participant shall be deemed to be sufficiently given, served or made if it is given, served or made by hand, facsimile transmission, registered post, courier, human resource electronic management system or electronic mail addressed to the Eligible Employee, Selected Employee or Scheme Participant at the place of employment or at the last facsimile number or address known to the Company or the relevant Group Member as being his facsimile number or address. Any notice or communication served by hand, facsimile, or courier as aforesaid shall be deemed to have been received at the time when such notice (if by hand or courier) is received and duly acknowledged, and if by facsimile at the time the notice or communication is transmitted with a confirmed log print-out for the transmission indicating the date, time and transmission of all pages. Any notice or communication served by registered post shall be deemed to have been received on the third day after the letter is posted, including that day. Any notice or communication served by any electronic management system or electronic mail shall be deemed to have been received upon the said communication being sent.

24.3 Notwithstanding clause 24.2, where any notice or communication is required to be given by the Scheme Committee, the Company and/or the relevant Group Member under these By-Laws in relation to matters which may affect all the Eligible Employees, Selected Employees or Scheme Participants, as the case may be, the Scheme Committee, the Company and/or the relevant Group Member may give notice or communication through an announcement to all employees of Group Members to be made in such manner deemed appropriate by the Scheme Committee. Upon the making of such an announcement, the notice or communication to be made under clause 24.2 shall be deemed to be sufficiently given, served or made to all affected Eligible Employees, Selected Employees or Scheme Participants, as the case may be.

## **25. SEVERABILITY**

25.1 If at any time any term, condition, stipulation and/or provision of these By-Laws is or becomes illegal, void or unenforceable in any respect, the same shall be ineffective to the extent of such illegality, voidness or unenforceability without invalidating the remainder thereof, and any such illegality, voidness or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation and/or provision contained in these By-Laws.

## **26. DISCLAIMER OF LIABILITY FOR SHARE ISSUANCE**

26.1 Notwithstanding any provisions contained herein and subject to the Companies Act and the Listing Requirements, the Board, the Scheme Committee, the Company, and any Group Member shall not under any circumstance be liable or held liable for any cost, loss, expense and/or damage whatsoever incurred, arising and/or suffered by any Scheme Participant in connection with any delay in the allotment and/or issuance or causing to be allotted and/or issued any Scheme Share to a Scheme Participant in accordance with these By-Laws for any reason whatsoever.

## **27. DECISION OF THE SCHEME COMMITTEE**

27.1 Any decision and/or determination made by the Scheme Committee under these By-Laws shall, be final and binding on all parties.

## **28. GOVERNING LAW**

28.1 The Scheme, these By-Laws, all Offers, all Grants, and all decisions and actions taken under the Scheme shall be governed by and construed in accordance with Malaysian laws. The Scheme Participant, by accepting the Offer in accordance with these By-Laws, terms of the Scheme and the articles of association of the Company, irrevocably submit to the exclusive jurisdiction of the Malaysian courts.

## **29. OFFER UNDER THE SCHEME**

29.1 Pursuant to the Scheme, the Scheme Committee may, at any time and from time to time during the Scheme Period, make one or more Offers to Selected Employees to participate in the Scheme.

29.2 The Offer may be made upon such terms and conditions as the Scheme Committee deems appropriate and the terms and conditions of each Offer may differ.

29.3 Subject to any adjustment which may be made under Schedule 1, the Scheme Committee may, from time to time, at its absolute discretion determine the number of Scheme Shares to be comprised in an Offer made to a Selected Employee under the Scheme.

29.4 The Scheme Committee may at its discretion determine:

- (a) the type of Offer (whether it is a PSU or an RSU) to be made to a Selected Employee;

- (b) the date on which an Offer is made to a Selected Employee;
- (c) the Vesting Conditions;
- (d) the number of Scheme Shares to be vested on the Vesting Date;
- (e) any other terms and conditions as the Scheme Committee may from time to time deem appropriate; and
- (f) to make such changes as the Scheme Committee may deem fit or appropriate.

### **30. ACCEPTANCE OF THE OFFER**

- 30.1 The Offer must be accepted by the Selected Employee during the Offer Period in such form and manner as may be prescribed by the Scheme Committee and must be accompanied by the details of his CDS Account number and a payment to the Company or the relevant Group Member of a sum of RM1.00 only as non-refundable consideration for the Offer. The date of receipt by the Company or the relevant Group Member of such form and payment shall be the date of acceptance of the Offer by the Selected Employee.
- 30.2 Unless the Scheme Committee otherwise decides, in the event that the Selected Employee fails to accept the Offer in the manner prescribed within the Offer Period, such Offer shall automatically lapse and shall then be null and void and the Offer may, at the sole and absolute discretion of the Scheme Committee, be offered to other Selected Employees in accordance with these By-Laws provided that the Scheme Committee shall not be precluded from making a fresh Offer to the Selected Employee subsequently.
- 30.3 Upon acceptance of the Offer in accordance with these By-Laws, the Selected Employees shall be referred to as a Scheme Participant for the purposes of these By-Laws.

### **31. VESTING OF SCHEME SHARES**

- 31.1 The Scheme Shares or such part thereof as may be specified in the Offer will only vest in the Scheme Participants in accordance with the terms of the Offer on the Vesting Date provided that the Scheme Participant must fulfill the criteria under clause 5.1 as of the Vesting Date.
- 31.2 The determination as to whether the Vesting Conditions have been fulfilled shall be made by the Scheme Committee. In the event that the Scheme Committee shall determine that the Vesting Conditions are not fully satisfied, the Scheme Committee may, at its discretion, adjust the number of Scheme Shares (if any) which may vest in the Scheme Participants and/or to impose such other conditions as the Scheme Committee deems fit in respect of the vesting of the Scheme Shares to such Scheme Participants.
- 31.3 Where the Scheme Committee has made the determination that the Vesting Conditions have been fulfilled or has made a determination pursuant to clause 31.2 if the Vesting Conditions are not fully satisfied, the Scheme Committee shall notify the Scheme Participant of the number of Scheme Shares vested or which will be vested in him on the Vesting Date, as the case may be.
- 31.4 No Scheme Participant shall have any right to or interest in the Scheme Shares unless and until the Scheme Shares are vested to him on and with effect from the date such Scheme Shares are credited into his CDS Accounts.
- 31.5 In relation to Scheme Shares to be vested on the Vesting Date, the Company shall, within eight Market Days after the Vesting Date (or such other period as may be prescribed or allowed by Bursa Securities and/or the Listing Requirements):
  - (a) allot and issue the relevant number of Scheme Shares and despatch the notice of allotment to the Scheme Participant accordingly; and

(b) apply for the quotation of such Scheme Shares on Bursa Securities.

31.6 The Scheme Shares to be allotted and issued to the Scheme Participants pursuant to the vesting of the Scheme Shares under the Grant will be credited directly into the CDS Account of the Scheme Participant and no physical share certificates will be delivered to the Scheme Participant or his authorised nominee (as the case may be).

## **32. TERMINATION OF OFFERS AND UNVESTED SCHEME SHARES**

32.1 Subject to clauses 32.2 and 32.3, any unaccepted Offer shall forthwith lapse and be null and void and/or any unvested Scheme Share in respect of a Scheme Participant shall forthwith cease to be capable of vesting in a Scheme Participant, as the case may be, without any liability to or right to claim against the Company, any Group Member, the Scheme Committee, and/or the Board upon the occurrence of any one or more of the following events:

- (a) service of a notice to resign by the Selected Employee or Scheme Participant, as the case may be;
- (b) service of a notice of termination or termination or cessation of employment of the Selected Employee or Scheme Participant with a Group Member by reason of misconduct, as the case may be; or
- (c) bankruptcy of the Selected Employee or Scheme Participant, as the case may be.

32.2 In the event of the termination or cessation of employment of the Selected Employee or Scheme Participant with the Group in any of the following circumstances:

- (a) retirement on attaining the retirement age under the Group's retirement policy;
- (b) retirement before attaining the normal retirement age;
- (c) ill-health, injury, physical or mental disability or mental disorder;
- (d) redundancy or retrenchment, or cessation of service pursuant to the acceptance by the Selected Employee of a voluntary separation scheme offered by the relevant Group Company;
- (e) non-renewal of fixed-term contract; or
- (f) any other circumstance which is acceptable to the Scheme Committee in its sole and absolute discretion;

any unaccepted Offer shall forthwith lapse and be null and void and/or any unvested Scheme Shares in respect of that Scheme Participant shall forthwith cease to be capable of vesting in that Scheme Participant without any liability to or right to claim against the Company, any Group Member, the Scheme Committee, and/or the Board. Notwithstanding this, the Scheme Committee may in its absolute discretion permit the vesting of unvested Scheme Shares (or any part thereof) in the Scheme Participant subject to such terms and conditions as may be prescribed notwithstanding that:

- (e) the Vesting Date is not due or has not occurred; and/or
- (f) other terms and conditions set forth in the Offer have not been fulfilled or satisfied.

32.3 Where a Scheme Participant retires and is immediately re-employed by the Company or by any Group Member, upon his re-employment, the Scheme Committee may at its absolute discretion allow the Scheme Participant to be vested with the Scheme Shares under such Offer made pursuant to clause 29 either in whole or in part within such period as the Scheme Committee may determine.

- 32.4 In the event of death of the Scheme Participant before vesting of the Scheme Shares, such Grant shall automatically lapse and become null and void at the date of his death, unless otherwise decided by the Scheme Committee.
- 32.5 Any unaccepted Offer shall forthwith lapse and be null and void and/or unvested Scheme Shares shall forthwith cease to be capable of vesting, as the case may be, without any claim against the Company, the Scheme Committee, and/or the Board upon the occurrence of one or more of the following events:
- (a) winding-up or liquidation of the Company; or
  - (b) termination of the Scheme pursuant to these By-Laws.
- 32.6 Any unvested Scheme Share that ceases to be capable of vesting in a Scheme Participant pursuant to this clause 32 will continue to be available under the Scheme.

### **33. TAKEOVER**

- 33.1 In the event of a take-over offer being made for the issued and paid-up share capital of the Company or any other corporate proposal (including but not limited to a selective capital reduction exercise), being undertaken whereby all of the issued and paid-up share capital of the Company (or such part thereof not at the time owned by the person making the general offer or through any other corporate proposal ("Acquirer") or any persons acting in concert with the Acquirer) is to be acquired, the Scheme Committee may, in its sole and absolute discretion, alter the terms of any Grant (including but not limited to the Vesting Date).
- 33.2 In the absence of any alteration by the Scheme Committee pursuant to clause 33.1, and upon:
- (a) such take-over offer or corporate proposal becoming or being declared unconditional; or
  - (b) the Acquirer becoming entitled or bound to exercise the right of compulsory acquisition of Shares under the provisions of any statutes, rules and/or regulations applicable at that point of time and gives notice to the Company that it intends to exercise such right on a specific date;

the Scheme Committee may in its absolute discretion, to the extent permitted by law, permit the vesting of unvested Scheme Shares (or any part thereof) in the Scheme Participant subject to such terms and conditions as may be prescribed notwithstanding that:

- (c) the Vesting Date is not due or has not occurred; and/or
- (d) other terms and conditions set forth in the Offer have not been fulfilled or satisfied.

### **34. SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, MERGER**

- 34.1 In the event of any application being made to the court for sanction of a compromise or arrangement between the Company and its members for the purposes of, or in connection with, a scheme of arrangement and/or reconstruction of the Company or its amalgamation with any other corporation, the Scheme Committee may in its absolute discretion permit the vesting of unvested Scheme Shares (or any part thereof) in the Scheme Participant subject to such terms and conditions as may be prescribed notwithstanding that:
- (a) the Vesting Date is not due or has not occurred; and/or
  - (b) other terms and conditions set forth in the Offer have not been fulfilled or satisfied.

34.2 In the event the Company decides to merge with any other corporation, the Scheme Committee may in its discretion, permit the vesting of unvested Scheme Shares (or any part thereof) in the Scheme Participant subject to such terms and conditions as may be prescribed notwithstanding that:

- (a) the Vesting Date is not due or has not occurred; and/or
- (b) other terms and conditions set forth in the Offer have been fulfilled or satisfied.

**35. NON-TRANSFERABILITY**

35.1 The rights of a Scheme Participant to the vesting of Scheme Shares shall be personal to him and cannot be assigned, transferred, encumbered or otherwise disposed of in any manner whatsoever unless otherwise expressly provided in these By-Laws.

**SCHEDULE 1  
ALTERATION OF CAPITAL**

1. If the Scheme Committee so decides (but not otherwise), in the event of any alteration in the capital structure of the Company during the duration of the Scheme, whether by way of capitalisation of profits or reserves, rights issues, bonus issues, capital reduction (save for set off against accumulated losses), capital repayment, sub-division or consolidation of capital, or declaration of any special dividend or distribution or otherwise howsoever taking place, such corresponding alterations (if any) may be made to the Scheme.
2. Alterations, as set forth in section 1 of Schedule 1, may be made in:
  - (a) the number of unvested Shares comprised in a Grant; and/or
  - (b) the method and/or manner in the vesting of the Shares comprised in a Grant.
3. The alterations set forth in section 2 of Schedule 1 shall be in such a manner as to give the Selected Employee a fair and reasonable Grant entitlement, as certified in writing (other than for adjustments made pursuant to a bonus issue) by the external auditor or Adviser to the Company (acting as an expert and not as an arbitrator) as being in its opinion fair and reasonable and such certification shall be final and binding in all respects, provided that:
  - (a) upon any adjustment being made pursuant to section 2 of Schedule 1, the Scheme Committee shall notify the Selected Employee (or his personal representatives, where applicable) in writing of the adjusted number of Shares comprised in the Grant, and/or the revised maximum number of Shares and/or percentage of the total Shares comprised in the Grant, that may vest at any time or in any period which supersedes the earlier Grant.
  - (b) in the event that a fraction of a Share arising from the adjustments referred to in section 2 of Schedule 1 would otherwise be required to be issued upon the vesting of Shares comprised in a Grant, the Selected Employee's entitlement shall be rounded to the nearest whole number.

Unless otherwise determined by the Scheme Committee, the adjustments pursuant to section 2 of Schedule 1 shall be effective on the day immediately following the book closure date for the event giving rise to that adjustment.
4. Notwithstanding anything to the contrary, the provisions of this Schedule 1 shall not apply where the alteration in the capital structure of the Company arises from:
  - (a) any issuance of Shares or other securities as consideration (or part consideration) for an acquisition of any other securities, assets or business by the Group;
  - (b) any special issuance of Shares or other securities to Bumiputera investors nominated by the Malaysian government and/or any other relevant authority of the Malaysian government to comply with the Malaysian government's policy on Bumiputera capital participation;
  - (c) any private placement or restricted issuance of Shares or other securities by the Company;
  - (d) any implementation of a share buy-back arrangement by the Company under the Act;
  - (e) any issuance of warrants, convertible loan stocks or other instruments by the Company that gives a right of conversion into shares in the Company or other securities, and any issuance of Shares or other securities arising from the exercise of any conversion rights attached to such convertible securities; or
  - (f) any issuance or allotment of Shares upon the vesting of Shares comprised in a Grant.
5. The provisions of Schedule 1 shall also, where applicable, apply to a situation where the Offer has been made but has not been accepted by the Selected Employee or withdrawn by the Scheme Committee.

**ADDITIONAL INFORMATION****1. Responsibility Statement**

This Circular has been seen and approved by our Directors who collectively and individually accept full responsibility for the accuracy of the information contained herein. Our Directors confirm that, after making all enquiries as were reasonable in the circumstances and to the best of their knowledge and belief, there is no other fact, the omission of which would make any statement herein misleading.

**2. WRITTEN CONSENT AND DECLARATION OF CONFLICT OF INTEREST****2.1 CIMB**

CIMB, our Adviser in relation to the Malaysian regulatory requirements for the Proposed LTIP, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto in the form and context in which it appears in this Circular.

CIMB is not aware of any possible conflict of interest which exists or is likely to exist, in its capacity as the Adviser to our Company for the Proposed LTIP.

**2.2 Towers Watson (Malaysia) Sdn Bhd (“Towers Watson”)**

Towers Watson, our Scheme Adviser in relation to the Proposed LTIP, has given and has not subsequently withdrawn its written consent to the inclusion in this Circular of its name and all references thereto in the form and context in which it appears in this Circular.

Towers Watson is not aware of any possible conflict of interest which exists or is likely to exist, in its capacity as the Scheme Adviser to our Company for the Proposed LTIP.

**3. Material Contracts**

As at the LPD, neither our Company nor our subsidiaries have entered into any material contracts (not being contracts entered into in the ordinary course of business), within the 2 years immediately preceding the date of this Circular.

**4. Material Litigation, Claims or Arbitration**

As at the LPD, neither our Company nor our subsidiaries are involved in any material litigation, claims or arbitration, and our Company and our subsidiaries are not aware of any material litigation, claims or arbitration pending or threatened against our Company and our subsidiaries.



## 5. MATERIAL COMMITMENTS AND CONTINGENT LIABILITIES

### 5.1 Material commitments

As at 31 December 2014, save as disclosed below, our Board is not aware of any other material commitments contracted or known to be contracted by our Group, which may have a material effect on our Group's financial position.

#### Capital commitments:

Capital expenditure for property, plant and equipment approved and not provided for in the financial statements as at 31 December 2014, are as follows:

	<u>RM</u> <u>million</u>
Contracted for	162
Non contracted for	958
	<u>1,120</u>

#### Operating lease commitments

Generally, our Group leases certain network infrastructure, content rights, offices and customer service centres under operating leases. The leases run for a period of 2 to 10 years. Certain operating leases contain renewal options with market review clauses. Our Group does not have the option to purchase the leased assets at the expiry of the lease period.

As at 31 December 2014, the future minimum lease payments under non-cancellable operating leases are as follows, of which RM26,238,000 has been recognised in the financial statements:

	<u>RM</u> <u>million</u>
Not later than one year	201
Later than one year but not later than five years	488
Later than five years	106
	<u>795</u>

Included in the future minimum lease payments are lease commitments for network infrastructure which are based on the number of co-sharing parties for each individual site.

#### Other commitments

Other commitments comprise of procurement of devices amounting to RM116 million which have been approved and contracted for but not provided for in the financial statements as at 31 December 2014.

## **5.2 Contingent liabilities**

In the normal course of business, there are contingent liabilities arising from legal recourse sought by our Group's and our Company's customers or vendors, indemnities given to financial institutions on bank guarantees and claims from the authorities. There were no material losses anticipated as a result of these transactions.

As at 31 December 2014, save as disclosed above, our Board is not aware of any other contingent liabilities of our Group which, upon becoming enforceable, may have a material effect on our Group's financial position.

## **6. CORPORATE PROPOSALS ANNOUNCED BUT PENDING COMPLETION**

Save for the Proposed LTIP, we do not have any other outstanding corporate exercise/scheme which has been announced but pending completion as at 26 March 2015 (being the latest practicable date before the printing of this Circular).

## **7. Documents Available for Inspection**

Copies of the following documents are available for inspection at the registered office of our Company at Level 21, Menara Maxis, Kuala Lumpur City Centre, Off Jalan Ampang, 50088 Kuala Lumpur, Malaysia, between 9.00 a.m. to 5.30 p.m. on Monday to Friday (except public holidays) from the date of this Circular up to and including the date of 6th AGM:

- (a) Memorandum and Articles of Association of our Company;
- (b) Audited consolidated financial statements of our Company for the past 2 financial years ended 31 December 2013 and 31 December 2014;
- (c) the draft By-Laws as set out in Appendix V of this Circular; and
- (d) the letters of consent referred to in Section 2 of this Appendix.



## Maxis Berhad

(Company No.: 867573-A)

(Incorporated in Malaysia under the Companies Act, 1965)

### NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting of Maxis Berhad (“Maxis” or “the Company”) will be held at the Grand Ballroom, 1<sup>st</sup> Floor, Sime Darby Convention Centre, 1A Jalan Bukit Kiara 1, 60000 Kuala Lumpur, Malaysia on Tuesday, 28 April 2015 at 11.30 a.m. or immediately after the conclusion or adjournment (as the case may be) of the Sixth Annual General Meeting of the Company which will be held at the same venue and on the same day at 10.00 a.m. or any adjournment of the Extraordinary General Meeting, whichever is later, for the purpose of considering and, if thought fit, passing with or without modifications the following resolutions:

#### ORDINARY RESOLUTION 1

**Proposed shareholders’ mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Astro Holdings Sdn Bhd and/or its affiliates, including but not limited to Getit Infoservices Private Limited and/or its affiliates.**

“**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad (“**Listing Requirements**”) for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Astro Holdings Sdn Bhd and/or its affiliates, including but not limited to Getit Infoservices Private Limited as specified in Part A of Appendix I of the Company’s Circular to shareholders dated 30 March 2015 provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the parties with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

## **ORDINARY RESOLUTION 2**

**Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Astro Malaysia Holdings Berhad and/or its affiliates, including but not limited to Astro Digital 5 Sdn Bhd, MEASAT Broadcast Network Systems Sdn Bhd, Astro Radio Sdn Bhd, Astro Entertainment Sdn Bhd, Kristal-Astro Sdn Bhd and Astro GS Shop Sdn Bhd.**

"**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Astro Malaysia Holdings Berhad and/or its affiliates, including but not limited to Astro Digital 5 Sdn Bhd, MEASAT Broadcast Network Systems Sdn Bhd, Astro Radio Sdn Bhd, Astro Entertainment Sdn Bhd, Kristal-Astro Sdn Bhd and Astro GS Shop Sdn Bhd as specified in Parts A and B of Appendix I of the Company's Circular to shareholders dated 30 March 2015 provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the parties with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution."

## **ORDINARY RESOLUTION 3**

**Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Tanjong Public Limited Company and/or its affiliates, including but not limited to Tanjong City Centre Property Management Sdn Bhd and TGV Cinemas Sdn Bhd**

"**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Tanjong Public Limited Company and/or its affiliates, including but not limited to Tanjong City Centre Property Management Sdn Bhd and TGV Cinemas Sdn Bhd as specified in Parts A and B of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the parties with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or

(c) this resolution is revoked or varied by resolution passed by shareholders in general meeting, whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

#### **ORDINARY RESOLUTION 4**

**Proposed shareholders’ mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with MEASAT Global Berhad and/or its affiliates, including but not limited to MEASAT Satellite Systems Sdn Bhd and Measat Broadband (International) Ltd**

“**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with MEASAT Global Berhad and/or its affiliates, including but not limited to MEASAT Satellite Systems Sdn Bhd and Measat Broadband (International) Ltd as specified in Part A of Appendix I of the Company’s Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the parties with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

#### **ORDINARY RESOLUTION 5**

**Proposed shareholders’ mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Usaha Tegas Sdn Bhd and/or its affiliates, including but not limited to UT Projects Sdn Bhd, UT Energy Services Sdn Bhd, UTSB Management Sdn Bhd, Bumi Armada Berhad, Mobitel (Private) Limited and Sri Lanka Telecom PLC**

“**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Usaha Tegas Sdn Bhd and/or its affiliates, including but not limited to UT Projects Sdn Bhd, UT Energy Services Sdn Bhd, UTSB Management Sdn Bhd, Bumi Armada Berhad, Mobitel (Private) Limited and Sri Lanka Telecom PLC as specified in Part A of Appendix I of the Company’s Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the parties with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution."

#### **ORDINARY RESOLUTION 6**

##### **Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with UMTS (Malaysia) Sdn Bhd**

"**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with UMTS (Malaysia) Sdn Bhd as specified in Part A of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the party with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution."

## **ORDINARY RESOLUTION 7**

**Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Maxis Communications Berhad and/or its affiliates, including but not limited to Dishnet Wireless Limited, Aircel Limited and Bridge Mobile Pte Ltd**

"**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Maxis Communications Berhad and/or its affiliates, including but not limited to Dishnet Wireless Limited, Aircel Limited and Bridge Mobile Pte Ltd as specified in Part A of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the parties with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution."

## **ORDINARY RESOLUTION 8**

**Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Saudi Telecom Company and/or its affiliates, including but not limited to Cell C (Pty) Ltd, Kuwait Telecom Company, AVEA İletişim Hizmetleri A.Ş. and Viva Bahrain BSC (C)**

"**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Saudi Telecom Company and/or its affiliates, including but not limited to Cell C (Pty) Ltd, Kuwait Telecom Company, AVEA İletişim Hizmetleri A.Ş. and Viva Bahrain BSC (C) as specified in Part A of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the parties with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

#### **ORDINARY RESOLUTION 9**

##### **Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Malaysian Jet Services Sdn Bhd**

“**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Malaysian Jet Services Sdn Bhd as specified in Part A of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the party with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

#### **ORDINARY RESOLUTION 10**

##### **Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with SRG Asia Pacific Sdn Bhd**

“**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with SRG Asia Pacific Sdn Bhd as specified in Part A of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the party with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred by this resolution is renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,



whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

#### **ORDINARY RESOLUTION 11**

##### **Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Malaysian Landed Property Sdn Bhd**

“**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with Malaysian Landed Property Sdn Bhd as specified in Part A of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the party with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred *by* this resolution *is* renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or
- (c) this resolution is revoked or varied by resolution passed by shareholders in general meeting,

whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

#### **ORDINARY RESOLUTION 12**

##### **Proposed shareholders' mandate for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with OPCOM Cables Sdn Bhd**

“**THAT** approval be and is hereby given pursuant to Paragraph 10.09 of the Listing Requirements for the Company and/or its subsidiaries to enter into recurrent related party transactions of a revenue or trading nature with OPCOM Cables Sdn Bhd as specified in Part A of Appendix I of the Company's Circular to shareholders dated 30 March 2015, provided that such transactions are necessary for day-to-day operations of the Company and/or its subsidiaries and are carried out in the ordinary course of business on normal commercial terms and on terms which are not more favourable to the party with which such recurrent transactions are to be entered into than those generally available to the public and which are not detrimental to the non-interested shareholders of the Company,

**AND THAT** the mandate conferred by this resolution shall continue to be in force until:

- (a) the conclusion of the next annual general meeting of the Company following the general meeting at which this resolution shall be passed, at which time it will lapse, unless by a resolution passed at such meeting, the authority conferred *by* this resolution *is* renewed; or
- (b) the expiration of the period within which the next annual general meeting is required to be held pursuant to Section 143(1) of the Companies Act, 1965 (but shall not extend to such extension as may be allowed pursuant to Section 143(2) of the Companies Act, 1965); or

(c) this resolution is revoked or varied by resolution passed by shareholders in general meeting, whichever is the earliest.

**AND THAT** the Directors of the Company be authorised to complete and do all such acts and things (including executing all such documents as may be required) as they may consider expedient or necessary to give effect to this resolution.”

### ORDINARY RESOLUTION 13

#### PROPOSED ESTABLISHMENT OF A LONG TERM INCENTIVE PLAN FOR THE ELIGIBLE EMPLOYEES OF MAXIS BERHAD AND ITS SUBSIDIARIES (“PROPOSED LTIP”)

“**THAT** subject to the approvals of all relevant regulatory authorities for the Proposed LTIP being obtained and to the extent permitted by law and the Memorandum and Articles of Association of Maxis, the Board of Directors of Maxis (“**Board**”) be and is hereby authorised:

- (a) to establish, implement and administer the Proposed LTIP which comprises the share grant for the benefit of the employees of Maxis and its subsidiaries (excluding subsidiaries which are dormant) (“**Maxis Group**”) who fulfill the criteria of eligibility for participation in the Proposed LTIP (“**Eligible Employees**”) and who are selected by a committee established to administer the Proposed LTIP to be offered a grant (“**Selected Employees**”) in accordance with the By-Laws of the Proposed LTIP (“**By-Laws**”) set out in Appendix V of the Circular to Shareholders dated 30 March 2015;
- (b) to allot and issue from time to time such number of new ordinary shares of RM0.10 each in Maxis (“**Maxis Shares**”) as may be required to be issued to the Selected Employees who have accepted the grant (“**Grants**”) pursuant to the vesting of the Grants under the Proposed LTIP, provided always that the total number of new Maxis Shares to be allotted and issued under the Proposed LTIP shall not, when aggregated with the total number of new Maxis Shares allotted and issued and/or to be allotted and issued under the Maxis Berhad 2009 Employee Share Option Scheme, exceed 250 million Maxis Shares at any point in time during the duration of the Proposed LTIP and that such new Maxis Shares shall, upon allotment and issuance, rank equally in all respects with the then existing issued Maxis Shares, save and except that they shall not be entitled to any dividends, rights, allotments and/or any other distributions, for which the entitlement date is prior to the date on which the new Maxis Shares are credited into the central depository system accounts of the respective Selected Employees who have accepted the Grants, upon vesting of their Grants under the Proposed LTIP;
- (c) to add, modify and/or amend the Proposed LTIP, By-Laws and all rules, regulations and administration relating to the Proposed LTIP and/or the administration thereof, from time to time as may be permitted by the authorities or deem necessary by the relevant regulatory authorities or the Board or any committee established to administer the Proposed LTIP, provided that such additions, modifications, and/or amendments are effected and permitted in accordance with the provisions of the By-Laws; and
- (d) to do all such acts and things and to execute all such documents and enter into all such transactions, arrangements and agreements, deeds or undertakings, to make such rules or regulations, or impose such terms and conditions or delegate part of its power and to generally exercise such powers and perform such acts as may be necessary or expedient in order to give full effect to the Proposed LTIP and the terms of the By-Laws;

**THAT** the Board be and is hereby authorised to give effect to the Proposed LTIP with full power to consent to and to adopt such conditions, modifications, variations and/or amendments (including adopting such modifications, variations and/or amendments to the By-Laws as set out in Appendix V of the Circular to Shareholders dated 30 March 2015) as it may deem fit and/or as may be required by the relevant regulatory authorities;

**AND THAT** the proposed By-Laws of the Proposed LTIP, as set out in Appendix V of the Circular to Shareholders dated 30 March 2015, which is in compliance with the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, be and is hereby approved.”

## **BY ORDER OF THE BOARD**

**Dipak Kaur**  
**Company Secretary**  
(LS5204)

30 March 2015

### **Notes:**

1. *A member of the Company entitled to attend and vote at this meeting is entitled to appoint not more than two proxies to attend and vote for him/her except in the circumstances set out in Notes 2 and 3. A proxy may but need not be a member of the Company. There shall be no restriction as to the qualification of a proxy and the provision of Section 149(1)(b) of the Companies Act, 1965 shall not apply to the Company.*
2. *Where a member of the Company is also a substantial shareholder (within the meaning of the Companies Act, 1965) per the Record of Depositors, such member shall be entitled to appoint up to (but not more than) five proxies. For an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account (“omnibus account”), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.*
3. *Where a member of the Company is an authorised nominee, it may appoint at least one proxy in respect of each securities account it holds to which ordinary shares in the Company are credited. Each appointment of proxy by an authorised nominee may be made separately or in one instrument of proxy and shall specify the securities account number and the name of the beneficial owner for whom the authorised nominee is acting.*
4. *The instrument appointing a proxy shall:*
  - (i) *in the case of an individual, be signed by the appointor or by his/her attorney; and*
  - (ii) *in the case of a corporation, be either under its common seal or under the hands of its duly authorised attorney or officer on behalf of the corporation.*
5. *Where a member appoints more than one proxy the appointment shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.*
6. ***The instrument appointing a proxy must be deposited at the office of our Company's Share Registrar, Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Block D13, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor, Malaysia not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; otherwise the instrument of proxy shall not be treated as valid and the person so named shall not be entitled to vote in respect thereof. Fax copies of the duly executed form of proxy are not acceptable.***
7. *A proxy may vote on a show of hands and on a poll. If the form of proxy is returned without an indication as to how the proxy shall vote on any particular matter the proxy may exercise his discretion as to whether to vote on such matter and if so, how.*
8. *A proxy appointed to attend and vote at the meeting shall have the same rights as the member to speak at the meeting.*
9. *The lodging of a form of proxy does not preclude a member from attending and voting in person at the meeting should the member subsequently decide to do so.*

## **MEMBERS ENTITLED TO ATTEND**

For purposes of determining the entitlement of a member to attend the Extraordinary General Meeting, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd, in accordance with Article 81(b) of the Company's Articles of Association and Section 34(1) of the Securities Industry (Central Depositories) Act 1991, to issue a General Meeting Record of Depositors as at 22 April 2015. Only a depositor whose name appears on the General Meeting Record of Depositors as at 22 April 2015 shall be entitled to attend the said meeting or appoint a proxy(ies) to attend and/or vote on such depositor's behalf.

## **EMAIL ADDRESS**

An email account have been set-up to attend to all queries from shareholders pertaining to the Form of Proxy and all other matters relating to this forthcoming Extraordinary General Meeting. The email address is [agm2015@maxis.com.my](mailto:agm2015@maxis.com.my). This will be valid from 30 March 2015 to 28 April 2015.



(Company No.: 867573-A)  
 (Incorporated in Malaysia under the Companies Act, 1965)

**FORM OF PROXY**

\*I/\* We ..... \*NRIC (new and old)/\*Passport /\*Company No .....  
 (FULL NAME OF A MEMBER IN BLOCK LETTERS AS PER \*IDENTITY CARD/\*PASSPORT/\*CERTIFICATE OF INCORPORATION)(COMPULSORY)

of .....  
 (ADDRESS)

telephone no. .... being a member of Maxis Berhad (the "Company"), hereby appoint

..... \*NRIC No/\*Passport No .....  
 (FULL NAME OF A PROXY IN BLOCK LETTERS AS PER \*IDENTITY CARD/\*PASSPORT) (COMPULSORY)

of .....  
 (ADDRESS)

and/or ..... \*NRIC No/\*Passport No .....  
 (FULL NAME OF A PROXY IN BLOCK LETTERS AS PER \*IDENTITY CARD/\*PASSPORT) (COMPULSORY)

of .....  
 (ADDRESS)

**Only in the case of a member who is a substantial shareholder / exempt authorised nominee**

and/or ..... \*NRIC No/\*Passport No .....  
 (FULL NAME OF A PROXY IN BLOCK LETTERS AS PER \*IDENTITY CARD/\*PASSPORT) (COMPULSORY)

of .....  
 (ADDRESS)

and/or ..... \*NRIC No/\*Passport No .....  
 (FULL NAME OF A PROXY IN BLOCK LETTERS AS PER \*IDENTITY CARD/\*PASSPORT) (COMPULSORY)

of .....  
 (ADDRESS)

and/or ..... \*NRIC No/\*Passport No .....  
 (FULL NAME OF A PROXY IN BLOCK LETTERS AS PER \*IDENTITY CARD/\*PASSPORT) (COMPULSORY)

of .....  
 (ADDRESS)

or failing \*him/\*her, THE CHAIRMAN OF THE MEETING as \*my/\*our \*proxy/\*proxies to vote for \*me/\*us and on \*my/\*our behalf at the Extraordinary General Meeting of the Company to be held at the Grand Ballroom, 1st Floor, Sime Darby Convention Centre, 1A Jalan Bukit Kiara 1, 60000 Kuala Lumpur, Malaysia on Tuesday, 28 April 2015 at 11.30 a.m. or at any adjournment thereof. \*I/\*We indicate with an "✓" or "✗" in the spaces below how \*I/\*we wish \*my/\*our vote to be cast:

Agenda	For	Against
Ordinary Resolution 1		
Ordinary Resolution 2		
Ordinary Resolution 3		
Ordinary Resolution 4		
Ordinary Resolution 5		
Ordinary Resolution 6		
Ordinary Resolution 7		
Ordinary Resolution 8		
Ordinary Resolution 9		
Ordinary Resolution 10		
Ordinary Resolution 11		
Ordinary Resolution 12		
Ordinary Resolution 13		

Subject to the above stated voting instructions, \*my/\*our proxy may vote or abstain from voting on any resolution as \*he/\*she/\*they may think fit.

If appointment of proxy is under hand  Signed by *individual member/ *officer or attorney of member/ *authorised nominee of ..... (beneficial owner)	No of shares held : .....  Securities Account No: ..... (CDS Account No)(COMPULSORY)  Date :	The proportions of *my/*our holding to be represented by *my/*our proxies are as follows:
If appointment of proxy is under seal  The Common Seal of ..... was hereto affixed in accordance with its Articles of Association in the presence of :-  ..... Director                      *Director/*Secretary  in its capacity as *member/ *attorney of member/ *authorised nominee of ..... (beneficial owner)	Seal   No of shares held : .....  Securities Account No: ..... (CDS Account No)                      (COMPULSORY)  Date :	<b>First Proxy</b>  No. of Shares : ..... Percentage : .....%  <b>Second Proxy</b>  No. of Shares : ..... Percentage : .....%

<p><b>Only in the case of a member who is a substantial shareholder/exempt authorised nominee</b></p> <p>The proportions of *my/*our holding to be represented by *my/*our proxies are as follows:</p> <p><b>Third Proxy</b>          No. of Shares : .....          Percentage : ..... %</p> <p><b>Fourth Proxy</b>          No. of Shares : .....          Percentage : ..... %</p> <p><b>Fifth Proxy</b>          No. of Shares : .....          Percentage : ..... %</p>
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**MEMBERS ENTITLED TO ATTEND**

For purposes of determining the entitlement of a member to attend the Extraordinary General Meeting, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd, in accordance with Article 81(b) of the Company's Articles of Association and Section 34(1) of the Securities Industry (Central Depositories) Act 1991, to issue a General Meeting Record of Depositors as at 22 April 2015. Only a depositor whose name appears on the General Meeting Record of Depositors as at 22 April 2015 shall be entitled to attend the said meeting or appoint a proxy(ies) to attend and/or vote on such depositor's behalf.

**EMAIL ADDRESS**

An email account have been set-up to attend to all queries from shareholders pertaining to the Form of Proxy and all other matters relating to this forthcoming Extraordinary General Meeting. The email address is [agm2015@maxis.com.my](mailto:agm2015@maxis.com.my). This will be valid from 30 March 2015 to 28 April 2015.

\* delete if inappropriate

**Notes to form of proxy:**

1. A member of the Company entitled to attend and vote at this meeting is entitled to appoint not more than two proxies to attend and vote for him/her except in the circumstances set out in Notes 2 and 3. A proxy may but need not be a member of the Company. There shall be no restriction as to the qualification of a proxy and the provision of Section 149(1)(b) of the Companies Act, 1965 shall not apply to the Company.
2. Where a member of the Company is also a substantial shareholder (within the meaning of the Companies Act, 1965) per the Record of Depositors, such member shall be entitled to appoint up to (but not more than) five proxies. For an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("omnibus account"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each omnibus account it holds.
3. Where a member of the Company is an authorised nominee, it may appoint at least one proxy in respect of each securities account it holds to which ordinary shares in the Company are credited. Each appointment of proxy by an authorised nominee may be made separately or in one instrument of proxy and shall specify the securities account number and the name of the beneficial owner for whom the authorised nominee is acting.
4. The instrument appointing a proxy shall:
  - (i) in the case of an individual, be signed by the appointor or by his/her attorney; and
  - (ii) in the case of a corporation, be either under its common seal or under the hands of its duly authorised attorney or officer on behalf of the corporation.
5. Where a member appoints more than one proxy the appointment shall be invalid unless he/she specifies the proportions of his/her holdings to be represented by each proxy.
6. The instrument appointing a proxy must be deposited at the office of our Company's Share Registrar, Symphony Share Registrars Sdn Bhd at Level 6, Symphony House, Block D13, Pusat Dagangan Dana 1, Jalan PJU 1A/46, 47301 Petaling Jaya, Selangor, Malaysia not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; otherwise the instrument of proxy shall not be treated as valid and the person so named shall not be entitled to vote in respect thereof. **Fax copies of the duly executed form of proxy are not acceptable.**
7. A proxy may vote on a show of hands and on a poll. If the form of proxy is returned without an indication as to how the proxy shall vote on any particular matter the proxy may exercise his discretion as to whether to vote on such matter and if so, how.
8. A proxy appointed to attend and vote at the meeting shall have the same rights as the member to speak at the meeting.
9. The lodging of a form of proxy does not preclude a member from attending and voting in person at the meeting should the member subsequently decide to do so.

Fold this flap for sealing

Then fold here



AFFIX  
STAMP

**Maxis Berhad**  
**c/o Symphony Share Registrars Sdn Bhd** 378993-D  
Level 6, Symphony House  
Block D13, Pusat Dagangan Dana 1  
Jalan PJU 1A/46  
47301 Petaling Jaya, Selangor  
Malaysia

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