

## DIVIDEND REINVESTMENT PLAN STATEMENT DATED 3 MAY 2023



### MALAYSIA AIRPORTS HOLDINGS BERHAD

(Registration No. 199901012192 (487092-W))

(Incorporated in Malaysia)

### DIVIDEND REINVESTMENT PLAN STATEMENT

*(Abbreviations and definitions, unless if the context requires otherwise, shall be as set out in Section 2 of the Terms and Conditions governing this Dividend Reinvestment Plan Statement)*

All references to “**you**” and “**your**” in this Dividend Reinvestment Plan Statement are to our Shareholders. References to “**our**” is to our Company.

This Dividend Reinvestment Plan Statement contains the Terms and Conditions under which you may elect to participate in the Reinvestment Option as our Board may, at its absolute discretion, make available.

#### **SUMMARY OF THE DIVIDEND REINVESTMENT PLAN**

The Dividend Reinvestment Plan will provide you with an opportunity to reinvest the Dividend into DRP Shares, in lieu of receiving cash. You should note that our Company is not obliged to undertake the Dividend Reinvestment Plan for every Dividend declared.

Whenever a Dividend is declared, our Board may, at its absolute discretion, determine whether to offer you a Reinvestment Option or to pay such Dividend in cash.

The Electable Portion may encompass the whole or part of the Dividend. If the Electable Portion is only applicable for part of the Dividend and not the whole Dividend, the Remaining Portion will be satisfied entirely in cash.

**Unless our Board has determined that the Reinvestment Option will apply to a particular Dividend (whether in whole or in part), all Dividend as may be declared by our Board will be entirely satisfied in cash in the usual manner.**

Our Company will issue the DRP Shares to you if you have elected to exercise the Reinvestment Option under the Dividend Reinvestment Plan. The Issue Price, which will be determined by our Board on the Price Fixing Date, shall be fixed at not more than a 10% discount to the five-day VWAP of MAHB Shares immediately before the Price Fixing Date. The said five-day VWAP of MAHB Shares shall be adjusted ex-dividend before applying the aforementioned discount in fixing the Issue Price.

The approval of Bursa Securities will be sought for the listing and quotation of the DRP Shares on the Main Market of Bursa Securities. Our Company will make an announcement of the Books Closure Date after obtaining such approval from Bursa Securities. The Issue Price shall be announced either on the same day as or before the announcement of the Books Closure Date.

Subsequent to the Books Closure Date, we will despatch to you a hardcopy of the Notice of Election by ordinary mail. Instructions will be provided in the Notice of Election for the action you should take if you wish to exercise the Reinvestment Option. The Notice of Election will also specify, among others, the Expiry Date.

You may elect to participate to reinvest into DRP Shares by either submitting a completed and signed DRF contained in the Notice of Election or by submitting the completed e-DRF to our Share Registrar via SSHSB Online, Bursa Anywhere or NRS on or before the Expiry Date and in accordance with the instructions as prescribed therein.

If you have elected to participate in the Reinvestment Option, our Company will allot and issue the DRP Shares and despatch notices of allotment to you within eight market days from the Expiry Date or such other date as may be prescribed by Bursa Securities, provided always that, the completed DRF or e-DRF via SSHSB Online, Bursa Anywhere or NRS is received no later than the Expiry Date. The DRP Shares will not be underwritten.

We will pay you the Remaining Portion in cash in the usual manner on the Allotment Date.

Our Company will also make an announcement in respect of the day which the DRP Shares will be listed and quoted on the Main Market of Bursa Securities.

The Dividend Reinvestment Plan will allow you to have the following options in respect of the Reinvestment Option announced by our Board:

- Option 1** : Elect to participate in the Reinvestment Option by reinvesting the whole Electable Portion into DRP Shares at the Issue Price and to receive the Remaining Portion in cash;
- Option 2** : Elect to participate in the Reinvestment Option by reinvesting part of the Electable Portion into DRP Shares at the Issue Price and to receive the Balance Electable Portion and Remaining Portion in cash; or
- Option 3** : Elect not to participate in the Reinvestment Option and thereby receiving your entire Dividend entitlement (both Electable Portion and Remaining Portion) wholly in cash.

Fractional entitlements of the DRP Shares will not be allotted. As such, the amount of the Electable Portion relating to such fractional entitlement of DRP Shares will be paid in cash to you in the usual manner.

The DRP Shares will be issued free from any brokerage fees and other related transaction costs to those of you who elect to participate, unless otherwise provided by any statute, law or regulation. However, those of you who elect to participate are required to pay RM10.00 for stamp duty. In addition, the following fee will be charged:

- (a) a handling fee of RM5.00 is payable to our Share Registrar for each e-DRF submitted via SSHSB Online;
- (b) a processing fee of RM4.00 is payable to Bursa Depository for each e-DRF submitted via Bursa Anywhere; or
- (c) a processing fee of RM2.00 is payable to Bursa Depository for each CDS account submitted via NRS.

The handling fee, processing fees and stamp duty payment will be made electronically at SSSHB Online or Bursa Anywhere during the submission of the e-DRF. Nominees Shareholders will make their payments as set out in Bursa Depository's User Guide for NRS.

The DRP Shares shall, upon allotment and issuance, rank equally in all respects with the then existing issued shares of our Company, save and except that the DRP Shares shall not be entitled to any dividends, rights, benefits, entitlements and/or other distributions that may be declared, made or paid before the Allotment Date.

All of you are eligible to participate in the Dividend Reinvestment Plan subject to the restrictions described in the Terms and Conditions.

## **HOW TO PARTICIPATE**

Participation in the Dividend Reinvestment Plan is optional and not transferable. If you wish to reinvest into DRP Shares in respect of any Electable Portion to which a Notice of Election relates, you must submit the completed and signed DRF contained in the Notice of Election to our Share Registrar or submit and complete the e-DRF to our Share Registrar via SSSHB Online, Bursa Anywhere or NRS in accordance with the instructions as prescribed therein on or before the Expiry Date.

If you receive more than one Notice of Election and wish to reinvest into DRP Shares for all of your entitlements to the Electable Portion, you must either submit all the completed and signed DRFs contained in the Notices of Elections to our Share Registrar or submit all the completed e-DRFs to our Share Registrar via SSSHB Online, Bursa Anywhere or NRS on or before the Expiry Date. You should note that you are at liberty to decide which particular Notice of Election you wish to elect for the reinvestment into DRP Shares. Where any particular Notice of Election is not elected upon, you will receive the Dividend relating thereto in cash in the usual manner.

You may submit your e-DRF via the NRS services provided by Bursa Depository, for each of your eligible CDS accounts if you are authorised nominees who wish to reinvest into DRP Shares in respect of all or part of your entitlement to the Electable Portion.

All of you are eligible to participate in the Dividend Reinvestment Plan, subject to the restrictions on Overseas Shareholders and provided that:

- (a) such participation will not result in a breach of any restrictions on your holding of MAHB Shares which may be imposed by any of your contractual obligation, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, as the case may be (unless the requisite approvals under the relevant law, statute or regulation are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts); or
- (b) there is no restriction for such participation as prescribed in our Constitution.

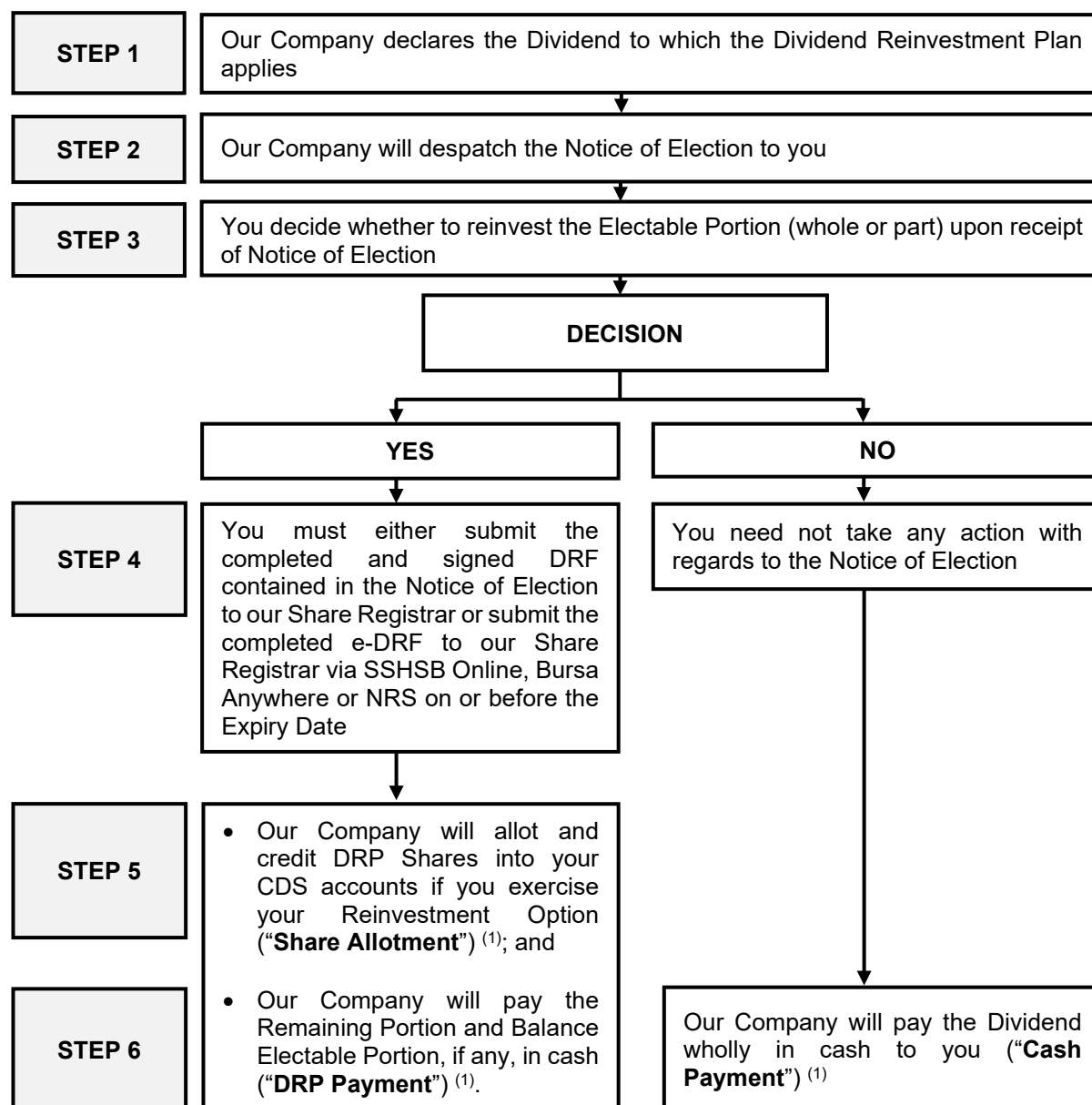
The Notice of Election will not be sent to Overseas Shareholders to avoid any violation of any securities laws applicable outside Malaysia by our Company. If Overseas Shareholders wish to participate in the Dividend Reinvestment Plan, they are strongly advised to provide our Share Registrar with their respective addresses in Malaysia no later than the relevant Books Closure Date in respect of any particular Dividend to which the Reinvestment Option is offered by our Board.

You should note that under the Dividend Reinvestment Plan:

- (a) in exercising the Reinvestment Option, you are at liberty to reinvest the entire Electable Portion or a part thereof to which a Notice of Election relates; and
- (b) your right to exercise the Reinvestment Option is non-transferable.

You will receive the Electable Portion in cash if you do not express in writing to exercise the Reinvestment Option by the Expiry Date. As such, you need not take any action with regards to the Notice of Election if you wish to receive your Dividend entirely in cash. Your shareholding in our Company will be diluted if you decide not to exercise your Reinvestment Option. However, the extent of the dilution, if any, will depend on the number of DRP Shares to be issued by our Company pursuant to the level of exercise for the Reinvestment Option by other Shareholders as a whole.

A brief process flow chart in relation to the administration of the Dividend Reinvestment Plan is shown below:



**Note:**

(1) In respect of Steps 5 and 6, the Cash Payment, Share Allotment and DRP Payment will take place on the same day.

## TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT PLAN

### 1. ESTABLISHMENT

The Dividend Reinvestment Plan was established by our Board and approved by you on 30 November 2012. Our Board at its absolute discretion shall determine the administration of the Dividend Reinvestment Plan, including the Reinvestment Option and the Electable Portion.

### 2. DEFINITIONS

In these Terms and Conditions, the following definitions shall apply:

Allotment Date	:	Date of the allotment and issuance of DRP Shares which falls within eight market days from the Expiry Date or such date as may be prescribed by Bursa Securities
Balance Electable Portion	:	If only a part of the Electable Portion is reinvested, the balance of the Electable Portion not reinvested under the Dividend Reinvestment Plan
Books Closure Date	:	Books closure date in relation to a Dividend to which the Dividend Reinvestment Plan applies
Board	:	The Board of Directors of our Company
Bursa Anywhere	:	Bursa Depository's mobile application electronic platform that enables depositors to access, manage, execute CDS transactions and receive CDS notifications electronically
Bursa Depository	:	Bursa Depository Sdn Bhd
Bursa Securities	:	Bursa Malaysia Securities Berhad
CDS	:	Central Depository System
Constitution	:	Constitution of our Company
Directors	:	Directors of our Company as at the material date
Dividend	:	Cash dividend declared by our Board (whether interim, final, special or any other types of cash dividend)
Dividend Reinvestment Plan	:	Dividend reinvestment plan that provides you the option to elect to reinvestment your Dividend into DRP Shares in lieu of receiving cash
DRF	:	Dividend Reinvestment Form
DRP Shares	:	New MAHB Shares to be issued under the Dividend Reinvestment Plan
e-DRF	:	Electronic DRF in connection with the Dividend Reinvestment Plan
Electable Portion	:	Portion of the Dividend to which the Reinvestment Option applies

Expiry Date	:	The last day (which will be a date to be fixed and announced by our Board) by which an election made by you for the Electable Portion must be received by our Share Registrar
Issue Price	:	Issue price of DRP Shares which is to be determined by our Board on the Price Fixing Date and shall be fixed at not more than a 10% discount to the five-day VWAP of MAHB Shares immediately before the Price Fixing Date. The five-day VWAP of MAHB Shares shall be adjusted ex-dividend before applying the aforementioned discount in fixing the Issue Price
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities
MAHB or Company	:	Malaysia Airports Holdings Berhad
MAHB Shares	:	Ordinary shares of our Company
Notice of Election	:	The notice of election by which you elect to participate in the Reinvestment Option
NRS	:	Nominee Rights Subscription service offered by Bursa Depository
Overseas Shareholders	:	Our Shareholders with no registered address in Malaysia or whose address(es) in our Company's Record of Depositors is/are outside Malaysia
Price Fixing Date	:	A date to be determined by our Board on which the Issue Price will be determined
Reinvestment Option	:	The option to reinvest all or part of the Dividend into DRP Shares
Remaining Portion	:	If the Electable Portion is only applicable for part of and not the whole Dividend declared, the remaining portion of the Dividend
RM and sen	:	Ringgit Malaysia and sen, respectively
Rules	:	Rules on Take-overs, Mergers and Compulsory Acquisitions issued by the Securities Commission Malaysia
Shareholders	:	Shareholders of our Company
Share Registrar	:	Share registrar of our Company, namely Securities Services (Holdings) Sdn Bhd
SSHSB Online	:	Share Registrar's online website at <a href="http://www.sshsb.com.my">www.sshsb.com.my</a>
Terms and Conditions	:	The terms and conditions of the Dividend Reinvestment Plan as amended from time to time
VWAP	:	The volume weighted average market price

### **3. ELIGIBILITY**

All of you are eligible to participate in the Dividend Reinvestment Plan, subject to the restrictions on Overseas Shareholders and provided that:

- (a) such participation will not result in a breach of any restrictions on your holding of MAHB Shares which may be imposed by any of your contractual obligation, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts); or
- (b) there is no restriction for such participation as prescribed in our Constitution.

### **4. OVERSEAS SHAREHOLDERS**

The Dividend Reinvestment Plan will only be offered for subscription in Malaysia to avoid any violation of any securities laws applicable outside of Malaysia by our Company. Accordingly, the documents relating to the Dividend Reinvestment Plan including the Notice of Election will not be sent to Overseas Shareholders. No Overseas Shareholders shall have any claim whatsoever against our Company, our Directors, our employees, our advisers and our Share Registrar as a result of the documents relating to the Dividend Reinvestment Plan not being sent to Overseas Shareholders. Overseas Shareholders who receive or come to have in their possession a Notice of Election and/or any other documents relating to the Dividend Reinvestment Plan may not treat the same as being applicable to them (except where the documents relating to the Dividend Reinvestment Plan are collected from our Share Registrar as provided below) and are, in any event, advised to inform themselves of, and to observe, any prohibitions and restrictions and to comply with any applicable laws and regulations relating to the Dividend Reinvestment Plan as may be applicable to them in any jurisdiction.

Overseas Shareholders who wish to participate in the Dividend Reinvestment Plan may collect the Notice of Election and other documents relating to the Dividend Reinvestment Plan from our Share Registrar at Level 7, Menara Milenium, Jalan Damanlela, Pusat Bandar Damansara, Damansara Heights, 50490 Kuala Lumpur or at such address in Malaysia as may be announced by our Company from time to time in which event, our Share Registrar is entitled to satisfy themselves as to the identity and authority of the person collecting the documents relating to the Dividend Reinvestment Plan. Alternatively, Overseas Shareholders who wish to participate in the Dividend Reinvestment Plan are advised to provide our Share Registrar with an address in Malaysia no later than the Books Closure Date for any particular Dividend to which the Dividend Reinvestment Plan applies.

Overseas Shareholders who wish to permanently change their address for service of documents to an address in Malaysia should inform their respective stockbrokers to effect the change of address. Such notification should be done prior to the Books Closure Date if they wish to participate in the Dividend Reinvestment Plan.

Overseas Shareholders will be solely responsible for seeking advice as to the laws of any jurisdiction that they may be subjected to, and participation by Overseas Shareholders in the Dividend Reinvestment Plan will be on the basis that they are lawfully able to participate without our Company, our Directors, our employees, our advisers and our Share Registrar being in breach of the laws of any jurisdictions.

## **5. MODE OF ELECTION TO PARTICIPATE**

### **5.1 Physical election via hardcopy DRF**

Our Company will send to you one Notice of Election for each CDS account held by you subsequent to the Books Closure Date. The Notice of Election will state the instructions for the action that is required to be taken by you to exercise the Dividend Reinvestment Plan and will also specify the Expiry Date.

If you wish to reinvest into the DRP Shares in respect of any Electable Portion to which a Notice of Election relates, you must complete and submit the DRF to our Share Registrar in accordance with the instructions as prescribed therein on or before the Expiry Date.

If you receive more than one Notice of Election and you wish to reinvest into DRP Shares in respect of all of your entitlements to the Electable Portion arising from your entire shareholding in MAHB Shares, you must complete and submit all DRFs received to our Share Registrar or at such address as may be determined by our Company from time to time, on or before the Expiry Date specified in the Notice of Election. If you receive more than one Notice of Election, you may elect to reinvest into DRP Shares in respect of your entitlement to which one Notice of Election relates and may decline to reinvest into DRP Shares in respect of your entitlement to which any other Notice of Election relates.

You should note that you are at liberty to decide which particular Notice of Election you wish to elect for the reinvestment into DRP Shares. Where any particular Notice of Election is not elected upon, the Dividend relating thereto will be paid to you in cash by our Company in the usual manner.

Once received by our Share Registrar, the DRF contained in the Notice of Election for any Electable Portion shall not be withdrawn or cancelled.

Our Company has the discretion and right to accept or reject any DRF contained in the Notice of Election that is incomplete, contains errors or is otherwise defective, does not conform to these Terms and Conditions or which is illegible. Our Company is under no obligation to correct invalid DRF on your behalf or to provide any reason for rejecting any DRF.

### **5.2 Electronic election via SSSHB Online, Bursa Anywhere or NRS**

You are advised to read the instructions as well as the terms and conditions of the electronic submission of e-DRF via SSSHB Online, Bursa Anywhere or NRS before making an election electronically.

If you wish to participate in the Dividend Reinvestment Plan via SSSHB Online, Bursa Anywhere or NRS, you shall take note of the following instructions:

- (a) any e-DRF received by our Share Registrar after the Expiry Date shall be regarded as null and void and of no legal effect, unless our Board determines otherwise, and you shall be deemed to have elected to receive the entire Electable Portion in cash. Your submission of an e-DRF is irrevocable and shall be binding on you once received by our Share Registrar;
- (b) you can elect to exercise the Reinvestment Option in whole or in part in respect of each CDS account. If you do not elect to exercise the Reinvestment Option, you shall be deemed to have elected to receive the entire Electable Portion wholly in cash;



- (c) multiple submissions of e-DRF in relation to the same CDS account, or those appearing to be, or suspected of being multiple submissions in relation to the same CDS account, may be rejected by our Company, and you shall be treated as having elected to receive the Electable Portion in cash;
- (d) any e-DRF submitted via SSHSB Online or Bursa Anywhere must be in accordance with the terms stipulated in SSHSB Online or Bursa Anywhere, this Dividend Reinvestment Plan Statement and the Notice of Election. Any e-DRF submitted that does not conform to the terms of SSHSB Online or Bursa Anywhere, this Dividend Reinvestment Plan Statement and the Notice of Election or which is illegible may be rejected by our Company. Our Company has the discretion and right to accept or reject any e-DRF that is incomplete, contain errors, and/or illegible, and you shall be treated as having elected to receive the Electable Portion in cash;
- (e) the maximum number of DRP Shares that you are entitled to reinvest in as set out in the Notice of Election have been computed based on your entitlement for the Electable Portion as at the Books Closure Date and the Issue Price. If you elect to exercise the Reinvestment Option, you are not allowed to enter a number which is higher than your maximum share entitlement of DRP Shares;
- (f) a stamp duty of RM10.00 will be levied on each e-DRF submitted by you. In addition, the following fee will be charged:
  - (i) a handling fee of RM5.00 is payable to our Share Registrar for each e-DRF submitted via SSHSB Online;
  - (ii) a processing fee of RM4.00 is payable to Bursa Depository for each e-DRF submitted via Bursa Anywhere; or
  - (iii) a processing fee of RM2.00 is payable to Bursa Depository for each CDS account submitted via NRS.

The handling fee, processing fee and stamp duty payment will be made electronically at SSHSB Online or Bursa Anywhere during the submission of the e-DRF. Nominees Shareholders will make their payments as set out in Bursa Depository's User Guide for NRS; and
- (g) the DRP Shares to be issued pursuant to the Dividend Reinvestment Plan will be credited directly into your CDS account.

#### **5.2.1 Procedures to submit e-DRF via SSHSB Online**

<b>Steps</b>	<b>Notes</b>
(i) Login to <a href="http://www.sshsb.com.my">www.sshsb.com.my</a>	-
(ii) Select the corporate exercise name: "MAHB - DIVIDEND REINVESTMENT PLAN"	-
(iii) Read and agree to the Terms & Conditions and Declaration	You are required to read, understand, and agree to be bound by the terms and conditions in relation to the access and use of SSHSB Online, which constitute a legal agreement between you and SSHSB. You represent and warrant that you have full authority to accept the terms and conditions

<b>Steps</b>	<b>Notes</b>
(iv) Enter your CDS account	For each CDS account, you can elect to exercise the Reinvestment Option in whole or in part or if you do not so elect, you will receive the entire Electable Portion wholly in cash
(v) Review your election and click "Confirm"	-
(vi) Proceed to pay the stamp duty of RM10.00 and handling fee of RM5.00 for each electronic Notice of Election via online payment at the specified payment methods	-
(vii) Completion of payment	To print the payment receipt and e-DRF for your record

### 5.2.2 Procedures to submit e-DRF via Bursa Anywhere

#### (i) Sign up as a Bursa Anywhere user

You are required to do a one-time registration (at no charge) as a user with Bursa Anywhere. You can download Bursa Anywhere mobile apps from Google Play Store for Android or App Store for iOS (Apple) and follow the instruction on the screens to complete the registration process. You will receive an e-mail notification upon your successful registration as Bursa Anywhere user.

#### (ii) Procedures to exercise Electable Portion electronically via Bursa Anywhere

- (a) Login to Bursa Anywhere by entering your username and password.
- (b) Select "My Services" at the bottom of the screen.
- (c) Select "ECORPORATE ACTION".
- (d) Select "EDIVIDEND REINVESTMENT PLAN".
- (e) Select "Application" to accept the Offer.
- (f) Select the company and click on **Malaysia Airports Holdings Berhad**.
- (g) Read and agree to the Terms and Conditions for acceptance of Dividend Reinvestment Plan via Bursa Anywhere to proceed to the next page.
- (h) Go to your CDS Account and then click "Select".
- (i) You will then come to a page on your Dividend entitlement and the Electable Portion of Dividend to reinvest.
- (j) Fill out the entitled quantity Dividend Reinvestment Plan securities to reinvest.

- (k) You will then come to a “Preview” page, where it displays the information of your elected Reinvestment Option, please go through the details thoroughly to ensure its accuracy. At the bottom of the same page, click “CONFIRM” once you have verified the accuracy of the information.
- (l) Next, a verification code will be sent to your mobile phone (the mobile number provided when you register to use Bursa Anywhere).
- (m) You are required to key-in and submit the verification code.
- (n) Once re-directed to the payment gateway, proceed to select your online banking service. You will need to login to your online bank account and proceed to complete the required payment of stamp duty at RM10.00 and processing fee of RM4.00 for each e-DRF submitted.
- (o) Once you have completed the payment, you will be brought to the “Thank You” page which also displays the bank transaction details. Click “Done” and you will be re-directed back to the “My Services” landing page of Bursa Anywhere.
- (p) You will receive a push notification from Bursa Anywhere and a message in your Bursa Anywhere account inbox on the successful submission of your e-DRF.
- (q) You may check your Dividend Reinvestment Plan acceptance records by selecting “EDIVIDEND REINVESTMENT PLAN” and then selecting “APPLICATION HISTORY” on Bursa Anywhere.

**(iii) The e-DRF made via Bursa Anywhere shall be subject to the Terms and Conditions and those appearing herein:**

- (a) the electronic Dividend Reinvestment Plan Statement, together with Notice of Election are available at the landing page of Corporate Announcement at Bursa Securities’ website and can be accessed via the hyperlink in Bursa Anywhere. You should read the Dividend Reinvestment Plan Statement and Notice of Election prior to making an e-DRF submission and should consider making an e-DRF submission based on the Dividend Reinvestment Plan Statement and Notice of Election rather than on advertising or promotional materials;
- (b) Bursa Depository is not responsible for, has not authorised and shall not be deemed to have authorised the contents of the Dividend Reinvestment Plan Statement or Notice of Election or DRF (whether in electronic or physical form or otherwise) and therefore, shall not have any liability in respect of the Dividend Reinvestment Plan Statement, Notice of Election, DRF or the e-DRF submitted;
- (c) by submitting an e-DRF, you confirm that:
  - (i) you have read and understood the contents of the Dividend Reinvestment Plan Statement, Notice of Election and the DRF;
  - (ii) you have read and agreed to be bound by the Terms and Conditions for the e-DRF and the terms and conditions of Bursa Anywhere;

- (iii) you agree to give irrevocable consent to Bursa Depository to disclose information pertaining to you, including bank account information, which are necessary or expedient to the relevant entities involved in the processing of the e-DRF and facilitating any other purpose relating to the e-DRF;
  - (iv) you agree to give irrevocable consent to the crediting of the DRP Shares to your CDS account(s) from which the submission of e-DRF is successful; and
  - (v) our Company, our Share Registrar, Bursa Depository, Bursa Securities, Bursa Malaysia Berhad and their appointed service providers will not accept any responsibility or liability if any reinvestment option and e-DRF by a non-resident securities holder is or becomes illegal, unenforceable, voidable or void in countries or jurisdictions outside Malaysia;
- (d) submission of e-DRF shall close on the Expiry Date;
- (e) an e-DRF is deemed to be received by Bursa Anywhere only upon its completion, that is, when you have:
- (i) successfully made full fee payment via the payment gateway; and
  - (ii) received an email indicating that the e-DRF has been submitted to our Company or our Share Registrar;
- (f) you are advised to print out and retain a copy of the transaction record of e-DRF for records purposes. The transaction record of e-DRF is only a record of the completed transactions received at Bursa Anywhere and not a record of the receipt of the e-DRF or any data relating to such an e-DRF by our Company or our Share Registrar;
- (g) upon receipt of the transaction record of e-DRF, cancellation of the e-DRF will not be allowed. Please refer to our Company or our Share Registrar for any right to withdraw your Dividend Reinvestment Plan application;
- (h) Bursa Depository shall not be liable for any applications made through any alternative methods of application;
- (i) if Bursa Depository has any reason to believe that the Dividend Reinvestment Plan Statement, Notice of Election or processes for collection and handling of e-DRF have been tampered with, Bursa Depository may reject the e-DRF and Bursa Depository shall not be liable for such rejection;
- (j) no e-DRF will be entertained after the Expiry Date. Bursa Depository, Bursa Securities and Bursa Malaysia Berhad do not guarantee any allotment of securities as a result of the e-DRF submission and are not responsible for any non-payment of Dividend or non-allotment of DRP Shares or part thereof by our Company pursuant to the e-DRF;
- (k) no refund of any fee charged by Bursa Depository and applicable tax (if any), will be made to you if your e-DRF is rejected by our Share Registrar;

- (l) any invalid or rejected e-DRF shall be treated as having elected to receive the Dividend entitlement in cash;
- (m) by submitting an e-DRF, you agree to assume the risks associated with conducting transactions online, including risks of electrical, electronic, technical and mobile-related faults and breakdowns, faults with mobile applications, problems occurring during data transmission, mobile security threats such as viruses, hackers and crackers, fires, acts of God and other events beyond the control of Bursa Depository, and/or our Company. You acknowledge that the aforementioned events may result in (i) interruption, transmission blackout or delayed transmission; and/or (ii) incorrect data transmission due to the public nature of the Internet and agrees to bear such risks. You agree that neither Bursa Depository, Bursa Securities, Bursa Malaysia Berhad, our Company nor our Share Registrar shall be liable for any delay, failure or inaccuracy in the recording, storage or transmission or delivery of data, breakdown or failure in communication facilities or due to any cause beyond their control;
- (n) if Bursa Depository, our Company and/or our Share Registrar does not receive your e-DRF and/or the relevant payment, or in the event that any data relating to the e-DRF is lost, corrupted, destroyed or otherwise not accessible, whether wholly or partially and for any reason whatsoever, you are deemed to have never made an e-DRF. In such an event, you shall not hold Bursa Depository, Bursa Securities, Bursa Malaysia Berhad, our Company and/or our Share Registrar liable for any matter arising from or in relation to the purported e-DRF concerned;
- (o) instead of submitting an e-DRF, you may alternatively submit applications through the existing manual paper-based application method as well as other means of application specified in the Notice of Election or Dividend Reinvestment Plan Statement; and
- (p) Bursa Depository is committed to protecting the security of your personal information. It uses a variety of security technologies and procedures, to help protect the confidentiality and security of your personal information provided through Bursa Anywhere, from unauthorised access, use, or disclosure. In addition, Bursa Depository has put in place appropriate measures to minimise the risks of unauthorised access and to maintain the security of the information it collects through Bursa Anywhere.

**5.2.3 Procedures for nominees Shareholders to submit the e-DRF by way of NRS are set out below:**

Our Company has appointed Bursa Depository to provide NRS to those of you who are authorised nominees. Only our entitled shareholders who are authorised nominees and who have subscribed for NRS with Bursa Depository may apply via NRS.

- (a) Please read carefully and follow the terms of this of the Dividend Reinvestment Plan Statement, Notice of Election and the DRF, the procedures, terms and conditions for application via NRS and Bursa Depository's terms and conditions for NRS and User Guide for NRS (which are made available to all authorised nominees who have subscribed for NRS with Bursa Depository) before making the application.

- (b) To exercise the Electable Portion electronically via NRS, you will be required to submit your subscription information via Dividend Reinvestment Plan subscription file which is to be prepared based on the format as set out in Bursa Depository's User Guide for NRS.
- (c) Stamp duty at RM10.00 and processing fee of RM2.00 are payable for each CDS account in the Dividend Reinvestment Plan subscription file.
- (d) Your application shall signify, and shall be treated as, your acceptance of the number of DRP Shares that may be allotted to you.
- (e) You acknowledge that by completing and submitting the Dividend Reinvestment Plan subscription file to Bursa Depository, you, if successful, request and authorise our Company to credit the DRP Shares allotted to you into the respective CDS Account(s) as indicated in the Dividend Reinvestment Plan subscription file.
- (f) You acknowledge that your application via NRS is subject to the risks of electrical, electronic, technical, transmission, communication and computer-related faults and breakdowns, fires and other events beyond the control of our Company, our Share Registrar, the relevant financial institution or Bursa Depository, and irrevocably agree that if –
  - (i) our Company, our Share Registrar or Bursa Depository does not receive your application via NRS; or
  - (ii) the data relating to your application via NRS is wholly or partially lost, corrupted or inaccessible, or not transmitted or communicated to our Company, our Share Registrar or Bursa Depository,

you shall be deemed not to have made your application and you shall not make any claim whatsoever against our Company, Bursa Depository, our Share Registrar or the relevant financial institution for the DRP Shares applied for or for any compensation, loss or damage relating to the application for the DRP Shares.

- (g) By completing and submitting the Dividend Reinvestment Plan subscription file to Bursa Depository, you agree that:-
  - (i) in consideration of our Company agreeing to allow and accept your application for the Dividend Reinvestment Plan via the NRS facility established by Bursa Depository, your application via NRS is irrevocable and cannot be subsequently withdrawn;
  - (ii) our Company, the relevant financial institutions, Bursa Depository and our Share Registrar shall not be liable for any delays, failures or inaccuracies in the processing of data relating to your application via NRS due to a breakdown or failure of transmission or communication facilities or to any cause beyond our control;
  - (iii) you agree that in relation to any legal action, proceedings or dispute arising out of or in relation to with the contract between the parties and/or the application via NRS and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that you irrevocably submit to the jurisdiction of the Courts of Malaysia; and

- (iv) our Share Registrar and Bursa Depository, on the authority of our Company, reserves the right to reject applications which do not conform to these instructions.
- (h) Any invalid or rejected electronic election shall be treated as having elected to receive the Dividend entitlement in cash.
- (i) By electing the Electable Portion, you, if successful, request and authorise Bursa Depository to credit the DRP Shares allotted to the CDS account as stated in the Record of Depositors as at the Books Closure Date.

Should you have any queries, you may contact Bursa Anywhere at 603-20347090 or [bursaanywhere@bursamalaysia.com](mailto:bursaanywhere@bursamalaysia.com).

We will within eight market days from the Expiry Date or such other date as may be prescribed by Bursa Securities, allot and issue the DRP Shares and despatch notices of allotment to you (who exercise the Reinvestment Option). **Concurrently, on the Allotment Date (which will be on a date falling within one month from the Books Closure Date and in any event, within three months from the date of declaration of the Dividend or the date on which the approval is obtained in a general meeting of our Company, whichever is applicable), the Remaining Portion and Balance Electable Portion will be paid in cash to the you in the usual manner through a Dividend Payment Account, where applicable.**

An announcement will be made on the listing of and quotation for the DRP Shares to be issued pursuant to the Dividend Reinvestment Plan on the Main Market of Bursa Securities.

You will receive the Electable Portion in cash if you do not expressly elect in writing to exercise the Reinvestment Option before the Expiry Date. As such, if you wish to reject the Reinvestment Option or to receive their Dividend wholly in cash need not take any action with regard to the Notice of Election.

At present, online election via SSSHB Online and Bursa Anywhere is only available to individual Shareholders, whilst NRS is only available to nominees Shareholders. Corporation or institutional Shareholders will have to complete, sign and submit the DRF contained in the Notice of Election to our Share Registrar to reinvest into DRP Shares for any Electable Portion.

By electing to exercise the Reinvestment Option, you unconditionally:

- (a) warrant to our Company that you have the legal right and full power and authority to participate in the Dividend Reinvestment Plan and that your participation in the Dividend Reinvestment Plan will not result in a breach of any restrictions on your holding of MAHB Shares which may be imposed by any of your contractual obligation, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, as the case may be (unless the requisite approvals under the relevant law, statute or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts);
- (b) acknowledge that our Company may at any time determine whether your DRF is valid, even if the DRF is incomplete, contains errors or is otherwise defective;
- (c) acknowledge that our Company and our Share Registrar on the authority of our Company may accept or reject your DRF, and agree that our Company need not provide any reason therefor;
- (d) acknowledge that our Company has not provided you with investment advice or any other advice;
- (e) agree to these Terms and Conditions and agree not to do any act or thing which would be contrary to the intention or purpose of the Dividend Reinvestment Plan;

- (f) submit to the jurisdiction of the Malaysian courts, in each case, at all times until termination of the Dividend Reinvestment Plan; and
- (g) agree that if at any time after our Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend but before the allotment and issuance of the DRP Shares, our Board shall consider that by reason of any event or circumstance (whether arising before or after such determination by our Board) or by reason that it is no longer expedient or appropriate to implement the Dividend Reinvestment Plan for the Electable Portion, our Board may, at its absolute discretion and as it deems fit or expedient, and in the interest of our Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Plan for the Electable Portion. Further, our Board may cancel the application of the Dividend Reinvestment Plan for the Electable Portion notwithstanding any other provisions, these Terms and Conditions set out herein or otherwise, and irrespective of whether an election to exercise the Reinvestment Option has been made. Such cancellation shall be communicated through announcement to Bursa Securities or in such other manner as our Board deems fit or expedient, subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, you shall receive the Electable Portion in cash in the usual manner.

## **6. EXTENT OF APPLICATION OF DIVIDEND REINVESTMENT PLAN TO EACH ELECTABLE PORTION**

Our Board may, at its absolute discretion, determine in respect of any Dividend:

- (a) whether to pay such Dividend in cash or to offer you a Reinvestment Option; and
- (b) if the Reinvestment Option is applicable, the size of the Electable Portion. If the Reinvestment Option is not exercised by you in whole, the Balance Electable Portion will be paid in cash.

The Electable Portion may encompass the whole or part of the Dividend. If the Electable Portion is only applicable for part of and not the whole Dividend, the Remaining Portion will be paid in cash to you in the usual manner. If our Board has not determined that the Dividend Reinvestment Plan is to apply to a particular Dividend, such Dividend shall be paid to you in cash by our Company in the usual manner.

## **7. SHARE ENTITLEMENT**

For any Electable Portion, the number of DRP Shares to be allotted and issued to those of you who elect to reinvest the whole or part of the Electable Portion into DRP Shares for a Notice of Election, shall be calculated in accordance with the following formula:

$$N = \frac{S \times D}{V}$$

Where:

- N = number of DRP Shares to be issued and allotted to you for such Notice of Election
- S = number of MAHB Shares held by you as at the Books Closure Date for which Notice of Election relates
- D = Electable Portion or part thereof, expressed in RM
- V = Issue Price



If you elect to exercise the Reinvestment Option under the Dividend Reinvestment Plan, you will not be allotted fractional shares. As such, the amount of the Electable Portion relating to such fractional entitlement of DRP Shares will be paid in cash to you in the usual manner.

On 28 February 2023, our Board had declared a final single-tier dividend of RM0.0391 per MAHB Share for the financial year ended 31 December 2022 ("**Final Dividend**") of which you may elect to reinvest the entire portion of the Final Dividend comprising RM0.0391 per MAHB Share into DRP Shares with the Remaining Portion to be paid in cash.

Subsequently, on 12 April 2023, our Board had fixed the issue price at RM6.06 per DRP Share.

Pursuant to the Dividend Reinvestment Plan, if all of our Shareholders elect to reinvest their entire Electable Portion for the Final Dividend into DRP Shares, the total number of DRP Shares that would be issued will be 10,705,346 MAHB Shares which represents approximately 0.65% of the total number of issued MAHB Shares as at 28 April 2023, being the Books Closure Date for the Final Dividend.

Your shareholding percentage in our Company will be diluted should you decide not to exercise your Reinvestment Option. However, the extent of the dilution will depend on the number of DRP Shares issued by our Company pursuant to the level of exercise for the Reinvestment Option by the other Shareholders as a whole.

## **8. TERMS OF ALLOTMENT**

Unless our Board otherwise determines, all DRP Shares allotted under the Dividend Reinvestment Plan will be allotted as fully paid-up. The DRP Shares shall, upon allotment and issuance, rank equally in all respects with the then existing issued shares of our Company, save and except that the DRP Shares shall not be entitled to any dividends, rights, benefits, entitlements and/or other distributions that may be declared, made or paid, before the Allotment Date.

The DRP Shares are prescribed securities and will be credited directly into your CDS account(s) and no physical share certificates will be issued.

## **9. ODD LOTS**

If you exercise the Reinvestment Option, you may be allotted DRP Shares in odd lots depending on your entitlement of DRP Shares. If you receive odd lots of DRP Shares and wish to trade such odd lots on Bursa Securities, you should do so on the odd lots market which allows the trading of odd lots with a minimum of one DRP Share.

If you do not wish to receive DRP Shares in odd lots, you may round down the number of DRP Shares elected such that you will receive DRP Shares in multiples of and not less than a board lot comprising 100 DRP Shares. If your entitlement of DRP Shares is less than one board lot, you can elect to receive your entire Dividend entitlement in cash or DRP Shares in odd lots.

## **10. COST TO THOSE OF YOU WHO ELECT TO PARTICIPATE**

The DRP Shares will be issued free from any brokerage fees and other related transaction costs to those of you who elect to participate, unless otherwise provided by any statute, law or regulation. However, those of you who elect to participate are required to pay RM10.00 for stamp duty. In addition, the following fee will be charged:

- (a) a handling fee of RM5.00 is payable to our Share Registrar for each e-DRF submitted via SSHSB Online;

- (b) a processing fee of RM4.00 is payable to Bursa Depository for each e-DRF submitted via Bursa Anywhere; or
- (c) a processing fee of RM2.00 is payable to Bursa Depository for each CDS account submitted via NRS.

The handling fee, processing fees and stamp duty payment will be made electronically at SSSHB Online or Bursa Anywhere during the submission of the e-DRF. Nominees Shareholders will make their payments as set out in Bursa Depository's User Guide for NRS.

## 11. AVAILABILITY OF THE DIVIDEND REINVESTMENT PLAN

If at any time after our Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend but before the allotment and issuance of the DRP Shares, our Board shall consider that by reason of any event or circumstance (whether arising before or after such determination by our Board) or by reason that it is no longer expedient or appropriate to implement the Dividend Reinvestment Plan for the Electable Portion, our Board may, at its absolute discretion and as it deems fit or expedient, and in the interest of our Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Plan for the Electable Portion. Further, our Board may cancel the application of the Dividend Reinvestment Plan for the Electable Portion notwithstanding any other provision, these Terms and Conditions as set out herein or otherwise, and irrespective of whether an election to exercise the Reinvestment Option has been made. Such cancellation shall be communicated through announcement to Bursa Securities or in such other manner as our Board deems fit or expedient, subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, you shall receive the Electable Portion in cash in the usual manner.

Our Board may as it deems fit or expedient and irrespective of whether you have elected to exercise the Reinvestment Option, modify, suspend (in whole or in part) or terminate the Dividend Reinvestment Plan at any time, subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia. Such development shall be communicated through announcement to Bursa Securities or in such other manner as our Board deems fit or expedient.

**In the case of a suspension, the Dividend Reinvestment Plan will be suspended in whole or in part (as the case may be) until such time as our Board resolves to recommence or terminate the Dividend Reinvestment Plan. If the Dividend Reinvestment Plan is recommenced, your Notice of Election confirming your participation under the previously suspended Dividend Reinvestment Plan will be valid and have full force and effect in accordance with these Terms and Conditions and any directions, terms and conditions for such commencement of the Dividend Reinvestment Plan which may be notified to you.**

## 12. GENERAL ADMINISTRATION OF THE DIVIDEND REINVESTMENT PLAN

Our Board may implement the Dividend Reinvestment Plan in the manner it deems fit or expedient. Our Board has the power to:

- (a) determine procedures, rules and regulations for administration of the Dividend Reinvestment Plan consistent with these Terms and Conditions, as may be amended or modified from time to time;
- (b) settle in such manner as they think fit, any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the Dividend Reinvestment Plan) which may arise in connection with the Dividend Reinvestment Plan, whether generally or in relation to any of you or any DRP Share and the determination of our Board will be conclusive and binding on all of you and other persons to whom the determination relates;

- (c) delegate to any one or more persons, for such period and on such conditions as our Board may determine, the exercise of any of its powers or discretion under or for the Dividend Reinvestment Plan and references to a decision, opinion or determination of our Board include a reference to the decision, opinion or determination of the person or persons to whom our Board has delegated its authority to, for the purposes of administering the Dividend Reinvestment Plan; and
- (d) waive strict compliance by you or our Company with any of these Terms and Conditions.

### 13. IMPLICATION OF THE RULES AND OTHER SHAREHOLDING LIMITS

#### (a) Implication of the Rules

Pursuant to Paragraph 4.01, Part B of the Rules and Sections 217 and 218 of the Capital Markets and Services Act 2007, you may be under an obligation to extend a mandatory offer for all the remaining MAHB Shares not already owned by you and your persons acting in concert (collectively, “**Affected Parties**”) if by participating in the Dividend Reinvestment Plan for the reinvestment of the Electable Portion:

- (i) the Affected Parties have obtained control in our Company via the acquisition or holding of, or entitlement to exercise or control the exercise of more than 33.0% of voting shares or voting rights of our Company or such other amount as may be prescribed in the Rules, howsoever effected; or
- (ii) the Affected Parties have acquired more than 2.0% of the voting shares or voting rights of our Company in any period of six months and the Affected Parties hold more than 33.0% but not more than 50.0% of the voting shares or voting rights of our Company during the said six months’ period or such other amount as may be prescribed in the Rules.

Therefore, if an obligation to undertake a mandatory offer is expected to arise resulting from the Affected Parties’ participation in the Dividend Reinvestment Plan, the Affected Parties may wish to consult their professional advisers at the earliest opportunity for:

- (i) any obligation to make a mandatory offer under the Rules as a result of any subscription of DRP Shares through the Affected Parties’ participation in the Dividend Reinvestment Plan; and
- (ii) whether or not to make an application to the Securities Commission Malaysia to obtain an approval for a waiver from the obligation to undertake a mandatory offer before the Affected Parties exercise their Reinvestment Option.

**The statements herein do not purport to be a comprehensive or an exhaustive description of all the relevant provisions of, or all implications that may arise under, the Rules or other relevant legislation or regulations. If you are in doubt as to whether you would trigger any obligation to make a mandatory offer under the Rules as a result of any subscription of DRP Shares through your participation in the Dividend Reinvestment Plan, you are advised to consult your professional advisers at the earliest opportunity.**

**(b) Other shareholding limits**

You are responsible for ensuring that your participation in the Dividend Reinvestment Plan will not result in a breach of any restrictions on your respective holding of MAHB Shares which may be imposed by any of your contractual obligations, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities, as the case may be (unless the requisite approvals under the relevant statute, law or regulation or from the relevant authorities are first obtained or the relevant contractual obligation is otherwise waived in accordance with the terms and conditions of the relevant contracts), or as prescribed in our Constitution.

**In view of the shareholding limit referred to above, our Board shall be entitled but not obligated to (save and except as required by law) reduce or limit the number of DRP Shares to be issued to you should our Board be aware or be informed in writing of any expected breach of such shareholding limits as a result of you exercising the Reinvestment Option, in which case our Board reserves the right to pay the remaining portion of the Electable Portion in cash.**

**14. DISCLAIMER**

Notwithstanding anything to the contrary, our Company and our respective Directors, officers, employees, agents, affiliates, advisers and representatives, shall not, under any circumstance, be held liable for any damages, cost, loss and expense whatsoever and howsoever arising / incurred / suffered by any person including any of you arising out of or in connection with the Dividend Reinvestment Plan including:

- (a) any obligation of any Shareholder to undertake a mandatory offer as a result of the Dividend Reinvestment Plan;
- (b) a breach of any restrictions on any of your holding of DRP Shares, which may be imposed by any of your contractual obligations, or by any statute, law or regulation in force in Malaysia or any other relevant jurisdiction, as the case may be (unless the requisite approvals under the relevant law, statute or regulation are first obtained), or as prescribed in our Constitution;
- (c) any losses that you have suffered due to changes in prices of the MAHB Shares or the quantum of future Dividend after the implementation of the Dividend Reinvestment Plan; and
- (d) any modification, suspension and termination of the Dividend Reinvestment Plan.

**15. GOVERNING LAW**

The Dividend Reinvestment Plan Statement, the Dividend Reinvestment Plan and these Terms and Conditions shall be governed by, and construed in accordance with the laws of Malaysia.

**16. NOTICES AND STATEMENTS**

Unless otherwise provided in these Terms and Conditions, any notices, documents, and statements required to be given by our Company to you who elect to participate shall be given in accordance with the provisions of our Constitution.