



**MALAYAN BANKING BERHAD**

(Co. Reg. No. 196001000142)  
(Incorporated in Malaysia)

**DIVIDEND REINVESTMENT PLAN STATEMENT**

*(Where used, all abbreviations and definitions, unless where the context requires otherwise, shall be as set out in Section 2 of the Terms and Conditions of the Dividend Reinvestment Plan below)*

This Statement contains the terms and conditions of the dividend reinvestment plan of Maybank as may be amended from time to time (“**Terms and Conditions**”) under which persons registered in the record of depositors of the Company (“**Record of Depositors**”) as Shareholders on the Book Closure Date may, in relation to any Dividend, be given an option to reinvest the whole or part of such Dividend into new Maybank Shares as the Board may, in its absolute discretion, make available (“**Dividend Reinvestment Plan**” or “**DRP**”).

**SUMMARY OF THE DIVIDEND REINVESTMENT PLAN**

The Dividend Reinvestment Plan will provide the Shareholders with the opportunity to reinvest their Dividend into new Maybank Shares.

Whenever a Dividend is announced, the Board may, in its absolute discretion, determine that the Dividend Reinvestment Plan applies to the whole or a portion of the Dividend and where applicable, any remaining portion of the Dividend will be paid in cash.

**Unless the Board has determined that the Dividend Reinvestment Plan will apply to a particular Dividend (whether in whole or in part), the Dividend concerned will be paid to the Shareholders in cash in the usual manner. Shareholders should note that the Company is not obliged to make available the Dividend Reinvestment Plan for every Dividend declared/proposed by the Company.**

The Dividend Reinvestment Plan provides the Shareholders with the following options in respect of the Electable Portion:

- (i) elect to receive the entire Electable Portion in cash; or
- (ii) elect to reinvest the entire Electable Portion into new Maybank Shares at an issue price to be determined by the Board on the Price-Fixing Date; or
- (iii) elect to reinvest part of the Electable Portion into new Maybank Shares at an issue price to be determined by the Board on the Price-Fixing Date and to receive the remaining part of the Electable Portion in cash.

For the purpose of calculating the number of new Maybank Shares to be issued pursuant to the Dividend Reinvestment Plan, the issue price of such new Maybank Shares shall not be more than 10% discount to the adjusted 5-day VWAMP of Maybank Shares up to and including the last trading date prior to the Price-Fixing Date, of which the 5-day VWAMP shall be adjusted ex-Dividend before applying the aforementioned discount in fixing the issue price. An announcement on the Book Closure Date shall be made thereafter.

Subsequent to the Book Closure Date, a Notice of Election will be sent to the Shareholders. For Shareholders who have registered their e-mail address in their CDS account, the Notice of Election will be sent to such Shareholders via e-mail in softcopy. Hardcopy of the Notice of Election will be sent via ordinary mail to Shareholders who do not have e-mail address registered in their CDS account. Instructions will be provided in the Notice of Election in respect of the action to be taken by the Participating Shareholders. Participating Shareholders may elect to reinvest into new Maybank Shares through submission of hardcopy of the Dividend Reinvestment Form contained in the Notice of Election or submission of an e-DRF through BSIP Online. Please refer to Section 6 of the Terms and Conditions of the Dividend Reinvestment Plan for further instructions as well as the terms and conditions of the submission of the Dividend Reinvestment Form and e-DRF.

Under the present law in Malaysia, there is no brokerage or other material transaction costs payable by the Participating Shareholders on the new Maybank Shares allotted and issued under the Dividend Reinvestment Plan, save for stamp duty of RM10.00. In the event a Participating Shareholder confirms his/her election via BSIP Online, he/she will be required to pay stamp duty of RM10.00 and a handling fee of RM3.00 chargeable by the Registrar for the DRP via online payment gateway (Maybank2u or FPX) at BSIP Online.

All Shareholders are eligible to participate in the Dividend Reinvestment Plan subject to the restriction on Overseas Shareholders as set out in Section 4 of the Terms and Conditions of the Dividend Reinvestment Plan, and such other Shareholders or class of Shareholders as the Board may, in its absolute discretion, decide.

The new Maybank Shares to be allotted and issued pursuant to the Dividend Reinvestment Plan will rank equally in all respects with the existing Maybank Shares, except that the holders of the new Maybank Shares shall not be entitled to any Dividends, rights, allotments and/or other distributions, the entitlement date of which is prior to the Allotment Date.

Shareholders who are eligible to participate in the Dividend Reinvestment Plan will receive notification letters setting out, among others, the number of new Maybank Shares allotted to them under the Dividend Reinvestment Plan. Subsequently, the Company will make an announcement on the day the new Maybank Shares are listed and quoted on the Main Market of Bursa Securities.

## HOW TO PARTICIPATE

Participation in the Dividend Reinvestment Plan is optional and this option is neither renounceable nor transferable. A Shareholder wishing to reinvest in respect of any Electable Portion into new Maybank Shares, to which a Notice of Election received by him/her relates, must complete the Dividend Reinvestment Form and submit it to the Registrar for the DRP at such address as may be announced by the Company from time to time or complete the e-DRF via BSIP Online in accordance with the instructions as prescribed therein.

A Shareholder who has more than 1 CDS account entitled for the Dividend Reinvestment Plan may elect to reinvest into new Maybank Shares in respect of his/her entitlement to which 1 Notice of Election relates and decline to reinvest into new Maybank Shares in respect of his/her entitlement to which any other CDS account relates.

A Shareholder who has more than 1 CDS account entitled for the Dividend Reinvestment Plan and wishing to reinvest into new Maybank Shares in respect of all his/her entitlement to the Electable Portion to which the CDS accounts relate, must complete all Dividend Reinvestment Forms received by him/her and submit the completed Dividend Reinvestment Forms to the Registrar for the DRP at such address as may be announced by the Company from time to time or complete all the e-DRF via BSIP Online in accordance with the instructions as prescribed therein.

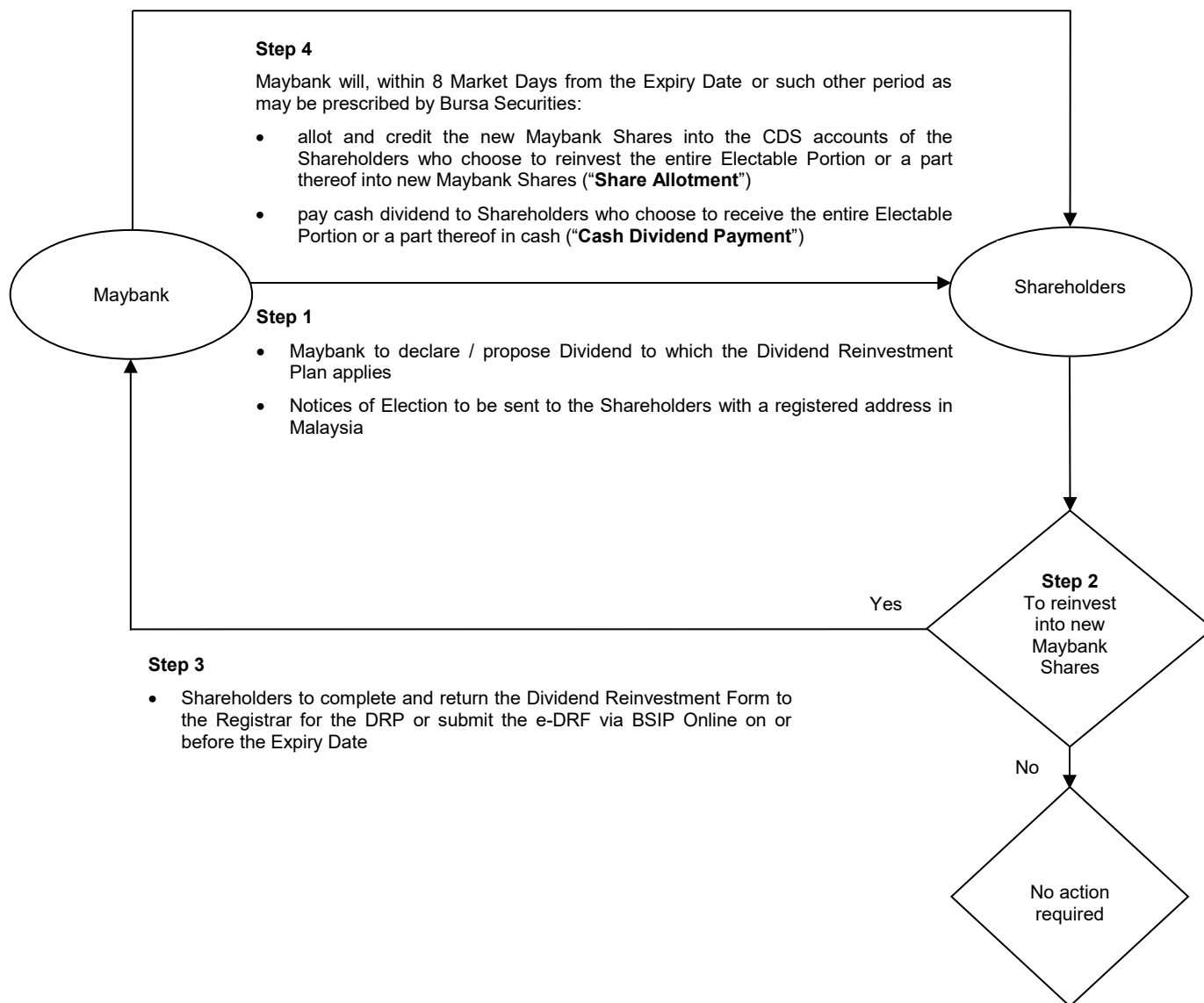
For an Electable Portion to which a Notice of Election relates to take effect, the duly completed Dividend Reinvestment Form must be received by the Registrar for the DRP or the completed e-DRF must be submitted via BSIP Online in accordance with the instructions as prescribed therein, no later than the Expiry Date as stated in the accompanying Notice of Election in respect of that Electable Portion.

To avoid any violation on the part of Maybank of any securities laws applicable outside Malaysia, Notices of Election will not be sent to Shareholders who do not provide an address in Malaysia.

**Shareholders who currently do not have a registered address in Malaysia and 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 the Registrar for the DRP, Boardroom Share Registrars Sdn Bhd, at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, in which event, the Registrar for the DRP is entitled to satisfy itself as to the identity and authority of the person collecting the documents relating to the Dividend Reinvestment Plan; or alternatively provide the Registrar for the DRP with an address in Malaysia not later than 3 Market Days prior to the Book Closure Date for the Dividend to which the Dividend Reinvestment Plan applies.**

## THE PROCESS FLOW CHART

The process flow chart in relation to any Dividend to which the Dividend Reinvestment Plan applies and the Dividend Reinvestment Plan is shown below:



**Note:**

*In respect of Step 4, the Shareholders should note that the Cash Dividend Payment and the Share Allotment will occur on the same day, which will be on a date falling within 1 month from the Book Closure Date and in any event, within 3 months from the date of declaration of the Dividend or the date on which approval is obtained in a general meeting of Maybank, whichever is applicable.*

## TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT PLAN

### 1. Establishment

The Dividend Reinvestment Plan has been established by the Board.

### 2. Definitions

The following definitions shall apply in the Terms and Conditions:

Allotment Date	:	Date of allotment of the new Maybank Shares which falls within 8 Market Days from the Expiry Date
Balance of the Electable Portion	:	Balance of the Electable Portion not reinvested into new Maybank Shares and/or the fractional entitlement of new Maybank Share in relation to the Electable Portion under the Dividend Reinvestment Plan, whichever is applicable, of which will be paid to the Shareholder in cash in the usual manner
Board	:	Board of Directors of Maybank
Book Closure Date	:	Book closure date in relation to a Dividend to which the Dividend Reinvestment Plan applies
BSIP Online	:	Boardroom Smart Investor Portal website at <a href="https://investor.boardroomlimited.com">https://investor.boardroomlimited.com</a>
Bursa Depository	:	Bursa Malaysia Depository Sdn Bhd
Bursa Securities	:	Bursa Malaysia Securities Berhad
CDS	:	Central Depository System
Constitution	:	Constitution of the Company, as amended, supplemented and/or modified from time to time
Dividend	:	Dividend (including any interim, final, special and/or other dividend) declared/proposed by Maybank for the respective financial year
Dividend Reinvestment Form	:	Dividend reinvestment form issued in connection with the Dividend Reinvestment Plan and contained in the Notice of Election
e-DRF	:	Electronic copy of Dividend Reinvestment Form
Electable Portion	:	The whole or a portion of the Dividend to which the Board, in its absolute discretion, determines that the Dividend Reinvestment Plan applies
Expiry Date	:	Last date and time (which will be fixed and announced by the Board) for the Shareholders to make an election in relation to the Electable Portion
Market Day	:	A day on which Bursa Securities is open for the trading of securities

Maximum Share Entitlement	:	Maximum number of new Maybank Shares made available to the Shareholder in respect of the Electable Portion under the Dividend Reinvestment Plan, which is computed based on the Shareholder's entitlement for the Electable Portion as at the Book Closure Date and the issue price of the new Maybank Shares to be issued pursuant to the Dividend Reinvestment Plan
Maybank or Company	:	Malayan Banking Berhad
Maybank Shares	:	Ordinary shares in Maybank
Notice of Election	:	Notice of election (in such form as the Board may approve) by which the Shareholders elect to participate in the Dividend Reinvestment Plan through the Dividend Reinvestment Form contained therein
Overseas Shareholders	:	Shareholders residing overseas with no registered address in Malaysia
Participating Shareholders	:	Shareholders who elect to participate in the Dividend Reinvestment Plan to the extent of the Electable Portion as determined by the Board in its absolute discretion in respect of his/her holdings of Maybank Shares as at the Book Closure Date to which each Notice of Election received by him/her relates
Price-Fixing Date	:	The date on which the Board determines and announces the issue price of the new Maybank Shares to be issued pursuant to the Dividend Reinvestment Plan upon receiving all relevant regulatory approvals for the Dividend Reinvestment Plan
Registered Overseas Shareholders	:	Shareholders who have successfully registered with BSIP Online as a user but have not provided an address in Malaysia
Registered Shareholders	:	Shareholders who have registered with BSIP Online
Registrar for the DRP or Boardroom	:	Boardroom Share Registrars Sdn Bhd
Remaining Portion	:	Remaining portion of the Dividend after the deduction of Electable Portion, where applicable
Rules	:	Rules on Take-overs, Mergers and Compulsory Acquisitions issued by the Securities Commission Malaysia, as amended, supplemented and/or modified from time to time
Shareholders	:	Shareholders of Maybank
Statement	:	Dividend Reinvestment Plan Statement
VWAMP	:	Volume weighted average market price
<b>CURRENCY</b>		
RM and sen	:	Ringgit Malaysia and sen, respectively

### **3. Eligibility**

All Shareholders are eligible to participate in the Dividend Reinvestment Plan, subject to the restrictions on Shareholders having registered addresses outside Malaysia as at the Book Closure Date for the Dividend to which the Dividend Reinvestment Plan applies, and further subject to the requirement that such participation by the Shareholder will not result in a breach of any other restriction on such Shareholder's shareholding of Maybank Shares which may be imposed by any statute, law or regulation in force in Malaysia or any other relevant jurisdiction, as the case may be, or as prescribed in the Constitution.

### **4. Overseas Shareholders**

For practical reasons and to avoid any violation on the part of the Company of any securities laws applicable outside Malaysia where the Shareholders may have their registered addresses, the Dividend Reinvestment Plan will not be offered for subscription in any country other than Malaysia. Accordingly, the documents relating to the Dividend Reinvestment Plan, including the Notice of Election will not be sent to the Overseas Shareholders (including Registered Overseas Shareholders). No Overseas Shareholder shall have any claim whatsoever against the Company as a result of the Dividend Reinvestment Plan not being offered to such Overseas Shareholder. Overseas Shareholders who receive or come to have in their possession this Statement, a Notice of Election and/or a Dividend Reinvestment Form may not treat the same as being applicable to them and are 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.

Overseas Shareholders who wish to change their addresses for service of documents in Malaysia will bear the responsibility to notify their respective stockbrokers to effect the change of address. Such notifications should be done prior to the Book Closure Date.

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 the Registrar for the DRP, Boardroom Share Registrars Sdn Bhd, at Ground Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, in which event, the Registrar for the DRP is entitled to satisfy itself as to the identity and authority of the person collecting the documents relating to the Dividend Reinvestment Plan; or alternatively provide the Registrar for the DRP with their respective address in Malaysia not later than 3 Market Days prior to the Book Closure Date for the Dividend to which the Dividend Reinvestment Plan applies.

Overseas Shareholders will be solely responsible for seeking advice as to the laws of any jurisdiction that they may be subject to, and any participation by the Overseas Shareholders in the Dividend Reinvestment Plan will be on the basis that he may lawfully so participate without the Company, the Board, its advisers, employees and/or the Registrar for the DRP being in breach of the laws of any jurisdiction.

### **5. Level of participation**

A Shareholder may elect to participate in the Dividend Reinvestment Plan to the extent of the Electable Portion in respect of his/her shareholding of Maybank Shares as at each Book Closure Date to which each Notice of Election received by him/her relates.

## 6. Mode of election to participate

### 6.1 Manual through submission of the Dividend Reinvestment Form

The Company will, in its absolute discretion, send to each Shareholder 1 or more Notices of Election in relation to each CDS account held by the Shareholder. To be effective in respect of any Electable Portion, a Dividend Reinvestment Form must be duly completed and executed by the Participating Shareholder as to the confirmation of his/her election to reinvest into new Maybank Shares and the same must be received by the Registrar for the DRP, no later than the Expiry Date. A Shareholder receiving more than 1 Notice of Election may elect to reinvest into new Maybank Shares in respect of his/her entitlement to which 1 Notice of Election relates and decline to reinvest into new Maybank Shares in respect of his/her entitlement to which any other Notice of Election relates.

A Shareholder receiving more than 1 Notice of Election and wishing to reinvest into new Maybank Shares in respect of all his/her entitlement to the Electable Portion to which the Notices of Election relate, must complete all Dividend Reinvestment Forms received by him/her and submit the completed Dividend Reinvestment Forms to the Registrar for the DRP, no later than the Expiry Date. A Dividend Reinvestment Form to participate in the Dividend Reinvestment Plan in any other form will not be accepted by the Company.

A Dividend Reinvestment Form in respect of any Electable Portion shall not, upon its receipt by the Company, be withdrawn or cancelled.

The Company has the discretion and right to accept or reject any Dividend Reinvestment Form that is incomplete, contains errors or is otherwise defective. The Company is under no obligation to correct any invalid Dividend Reinvestment Form on behalf of any Participating Shareholder or to provide any reason for the rejection of any Dividend Reinvestment Forms.

By electing to participate in the Dividend Reinvestment Plan, the Participating Shareholder unconditionally:

- (a) warrants to the Company that it has the legal right and full power and authority to participate in the Dividend Reinvestment Plan and that its participation in the Dividend Reinvestment Plan will not result in a breach of any statute, law or regulation by which it is bound;
- (b) acknowledges that the Company may, at any time determine, that the Participating Shareholder's Dividend Reinvestment Form or other form ("**Form**") is valid, even if the relevant Form is incomplete, contains errors or is otherwise defective;
- (c) acknowledges that the Company may accept or reject any Form and agrees that the Company is under no obligation to provide any reason for the same;
- (d) acknowledges that the Company has not provided and is not obliged to provide the Participating Shareholder with investment advice or any other advice;
- (e) agrees to the Terms and Conditions and agrees not to do any act or thing which would or may be contrary to the intention or purpose of the Dividend Reinvestment Plan; and
- (f) submits to the jurisdiction of the courts of Malaysia, in each case, at all times until termination of the Dividend Reinvestment Plan.



## 6.2 Instructions, terms and conditions on submission of the e-DRF via BSIP Online

Shareholders who wish to exercise their Electable Portion electronically may do so through BSIP Online at <https://investor.boardroomlimited.com>. To use the electronic services to exercise their Electable Portion, Shareholders are required to do a one-time registration (at no charge) as a user with BSIP Online.

Shareholders are advised to read the instructions as well as the terms and conditions of the electronic election before making an election electronically.

At present, electronic election via BSIP Online is only available to individual Shareholders. Corporation or institutional Shareholders will have to complete, sign and submit the physical Dividend Reinvestment Form contained in the Notice of Election to the Registrar for the DRP to exercise their Electable Portion.

Participating Shareholders who wish to opt for electronic election via BSIP Online shall take note of the following instructions:

- (a) any electronic election of Electable Portion received by the Registrar for the DRP after the Expiry Date shall be regarded as null and void and of no legal effect unless the Board, in its absolute discretion, determines otherwise and such Registered Shareholder who is entitled to the Dividend based on his/her entitlement on the Book Closure Date, as the case may be, shall be deemed to have elected to receive the Dividend entitlement in cash. An electronic election, once received by the Registrar for the DRP from the Participating Shareholder, is irrevocable and shall be binding on him/her;
- (b) the Registered Shareholder will receive 1 notification to login to BSIP Online in relation to all CDS accounts held by him/her. Accordingly, for each CDS account, the Registered Shareholder can elect to exercise the Electable Portion in whole or part thereof as stipulated in his/her entitlement to the Dividend Reinvestment Plan or if the Registered Shareholder does not so elect, he/she will receive the Dividend entitlement wholly in cash;
- (c) multiple submissions 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 at the discretion of the Board, and such Registered Shareholder shall be treated as having elected to receive their Electable Portion in cash;
- (d) any electronic election made must be in accordance with the notes and instructions in BSIP Online, this Statement and the Notice of Election. Any electronic election submitted that does not conform to the terms of BSIP Online, this Statement and the Notice of Election or which are illegible may not be accepted at the sole discretion of the Company. The Company reserves the right, in its absolute discretion, to reject any electronic election which is incomplete, incorrectly completed and/or illegible, and such Registered Shareholder shall be treated as having elected to receive their Electable Portion in cash;
- (e) the maximum number of new Maybank Shares available under the Electable Portion set out in the Notice of Election has been computed based on the Registered Shareholder's shareholding as stated in the Record of Depositors as at the Book Closure Date, his/her Dividend entitlement as at the Book Closure Date and the issue price of the new Maybank Shares to be issued pursuant to the Dividend Reinvestment Plan. Participating Shareholder is not allowed to enter a number of new Maybank Shares higher than the maximum number of new Maybank Shares available under the Electable Portion;
- (f) the Participating Shareholder will need to pay a stamp duty of RM10.00 and a handling fee of RM3.00 chargeable by the Registrar for the DRP via online payment gateway (Maybank2u or FPX) at BSIP Online; and
- (g) the new Maybank Shares arising from the Electable Portion will be issued and credited into the Participating Shareholder's CDS account as stated in the Record of Depositors as at the Book Closure Date.

The procedures to exercise Electable Portion electronically and submit e-DRF are set out below:

**(i) Sign up as a user of BSIP Online**

- (a) Access BSIP Online at <https://investor.boardroomlimited.com>.
- (b) From the BSIP Online webpage, select “**Register**” to sign up as a new user for BSIP Online.
- (c) In the registration page, fill in all necessary and required information. Upload and attach your National Registration Identity Card (NRIC) front and back image. After entering all necessary information, click “**Register**”.
- (d) You will receive an e-mail from BSIP Online for e-mail address verification. Click on “**Verify E-mail Address**” from the e-mail received to proceed with the registration.
- (e) Once your email address is verified, you will be re-directed to BSIP Online for verification of your mobile phone number. Click on “**Request OTP Code**” and an OTP code will be sent to your registered mobile number. You will need to enter the OTP Code and click “**Enter**” to complete the process.
- (f) Once your mobile phone number is verified, registration of your new BSIP account will be pending for final verification.
- (g) An e-mail will be sent to you to inform the approval of your BSIP account within 1 to 2 business days. Subsequently, you can login at <https://investor.boardroomlimited.com> using the e-mail address and password filled up by you during registration.

**(ii) Procedures to exercise Electable Portion electronically via BSIP Online**

- (a) Login to BSIP Online at <https://investor.boardroomlimited.com>.
- (b) Select “**Corporate Exercise**” and click “**Enter**” on “**MALAYAN BANKING BERHAD - DIVIDEND REINVESTMENT PLAN**” from the table shown.
- (c) Go to your CDS Account and then click “**Select**”.
- (d) Read and agree to the Terms and Conditions and Declaration and click “**Next**”.
- (e) Review your information, insert your election amount and click “**Proceed To Payment Summary**”.
- (f) Review the payment summary information and click “**Confirm & Proceed To Pay**” to proceed with the submission.
- (g) 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.
- (h) Once you have completed the payment, click “**Back to Merchant Page**” and you will be re-directed back to BSIP Online.
- (i) Print the submission report for your record.

The electronic election made via BSIP Online shall be made on and subject to the Terms and Conditions and those appearing herein:

- (i) by electing the Electable Portion via BSIP Online, the Registered Shareholder, if successful, requests and authorises Bursa Depository to credit the new Maybank Shares allotted to the Participating Shareholder into his/her CDS account as stated in the Record of Depositors as at the Book Closure Date;
- (ii) this Statement, the Dividend Reinvestment Plan and the Terms and Conditions shall be governed by, and construed in accordance with the laws of Malaysia and the Registered Shareholders shall be deemed to have irrevocably and unconditionally submitted to the exclusive jurisdiction of the courts of Malaysia in respect of any matters in connection with and/or relating to the Dividend Reinvestment Plan;
- (iii) the Registered Shareholder's confirmation for the number of new Maybank Shares elected for under the Electable Portion shall signify and be treated as the Participating Shareholders' acceptance of the new Maybank Shares allotted to him/her pursuant to the Electable Portion;
- (iv) the Registered Shareholder acknowledges that his/her election made via BSIP Online 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 the Company or the Registrar for the DRP and hereby irrevocably agrees that if the Company or Registrar for the DRP does not receive the Registered Shareholder's election via BSIP Online or data relating to his/her election is wholly or partially lost, corrupted or inaccessible, or not transmitted or communicated to the Company or the Registrar for the DRP by the Expiry Date, the Registered Shareholder shall be deemed not to have made an election and he/she shall not make any claim whatsoever against the Company or the Registrar for the DRP for the new Maybank Shares subscribe for or for any compensation, loss or damage relating to the subscription of the Dividend Reinvestment Plan;
- (v) all particulars of the Registered Shareholder including his/her nationality and place of residence, in the records of the relevant internet participating financial institution at the time the Registered Shareholder makes his/her election via BSIP Online shall be taken as true and correct, and the Company or the Registrar for the DRP shall be entitled to rely on the accuracy thereof;
- (vi) the Registered Shareholder must inform Bursa Depository promptly of any change in address, failing which the notice of allotment will be sent to his/her correspondence address last maintained with Bursa Depository;
- (vii) the election will not be successfully completed and cannot be recorded as a completed transaction at the screen of BSIP Online unless the Registered Shareholder completes all the steps required. By doing so, the Registered Shareholder shall be deemed to have confirmed the agreement and compliance with all the terms and conditions of BSIP Online; and
- (viii) by making and completing an electronic election via BSIP Online, the Registered Shareholder agrees that:
  - (a) in consideration of the Company agreeing to allow and accept the Participating Shareholder's election under the Dividend Reinvestment Plan via BSIP Online at his/her respective internet services website, his/her election is irrevocable and cannot be subsequently withdrawn or cancelled;
  - (b) the Company or the Registrar for the DRP shall not be liable for any delays, failures or inaccuracies in the processing of data relating to his/her electronic election due to a breakdown or failure of transmission or communication facilities or to any cause beyond the Company's or the Registrar for the DRP's control;

- (c) in relation to any legal action, proceedings or dispute arising out of or in relation with the contract between the parties and/or BSIP Online 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 the Participating Shareholder irrevocably submits to the jurisdiction of the courts of Malaysia;
- (d) the Registrar for the DRP, on the authority of the Company, reserves the right to reject electronic election which does not conform to these instructions;
- (e) any election made via BSIP Online that does not comply with the Terms and Conditions shall be treated as invalid;
- (f) should the Registered Shareholder fail to meet or comply with the Terms and Conditions or fails to accurately provide the information required, the Company and/or the Registrar for the DRP has the absolute and unfettered right to reject the Participating Shareholder's electronic election under the Dividend Reinvestment Plan;
- (g) in the event the Company and/or the Registrar for the DRP rejects the electronic election or exercises its discretion to accept the electronic election made notwithstanding the non-compliance with any or all of the Terms and Conditions, the Company and/or the Registrar for the DRP shall be absolved from any or all forms of liabilities, losses, damages, costs and claims that may be incurred or suffered by them as a result thereof;
- (h) the Company and/or the Registrar for the DRP reserves the right not to accept or accept any electronic election made under the Dividend Reinvestment Plan via BSIP Online, in part or in full without assigning reason;
- (i) any invalid or rejected electronic election shall be treated as having elected to receive the Dividend entitlement in cash;
- (j) he/she acknowledges that the Company has not provided the Registered Shareholder with investment advice or any other advice; and
- (k) any electronic election via BSIP Online received by the Registrar for the DRP after the Expiry Date shall be regarded as null and void and of no legal effect unless the Board, at its sole discretion, determines otherwise and such Registered Shareholder who is entitled to the Dividend based on his/her entitlement on the Book Closure Date, as the case may be, shall be deemed to have elected to receive his/her Dividend entitlement in cash.

For income tax purposes, a Shareholder is regarded as having received a cash distribution equivalent to the amount of the Dividend and will not be relieved from any income tax obligation (if applicable) or receive any tax advantage, irrespective of the mode of election selected by a Participating Shareholder or if a Shareholder elects to receive the entire Electable Portion in cash. As such, a tax voucher will be issued and sent to all the Shareholders.

## **7. Extent of application of Dividend Reinvestment Plan to each Electable Portion**

The Board may, in its absolute discretion, determine in respect of any Dividend, whether the Dividend Reinvestment Plan shall apply to the whole or a portion of the Dividend. If, in its absolute discretion, the Board has not determined that the Dividend Reinvestment Plan is to apply to a particular Dividend, such Dividend shall be paid to the Shareholders in cash in the usual manner.

## 8. Maximum Share Entitlement and the Balance of the Electable Portion

By electing to participate in the Dividend Reinvestment Plan in respect of any Notice of Election received by him/her, a Shareholder elects in respect of any Electable Portion to which such Notice of Election relates, to reinvest the entire or, if applicable, part of the Electable Portion into new Maybank Shares.

### (a) Maximum Share Entitlement

In respect of any Electable Portion, the Maximum Share Entitlement to be allotted and issued to the Participating Shareholder in respect of a Notice of Election shall be calculated in accordance with the following formula:

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

where:

N = is the Maximum Share Entitlement to be allotted and issued as fully paid-up to the Participating Shareholder in respect of such Notice of Election

S = is the number of Maybank Shares held by the Participating Shareholder as at the Book Closure Date to which such Notice of Election relates

D = is the Electable Portion to which such Notice of Election relates

V = is the issue price of a new Maybank Share, which shall not be more than 10% discount to the adjusted 5-day VWAMP of Maybank Shares up to and including the last trading date prior to the Price-Fixing Date, of which the 5-day VWAMP shall be adjusted ex-Dividend before applying the aforementioned discount in fixing the issue price

Any fractional entitlement of new Maybank Share calculated in accordance to the above formula will be paid to the Participating Shareholders in cash in the usual manner.

On 25 August 2022, the Board declared a single-tier first interim dividend in respect of the financial year ending 31 December 2022 of RM0.28 per Maybank Share ("**First Interim Dividend**"). The Dividend Reinvestment Plan shall apply to this First Interim Dividend, which the Electable Portion of RM0.07 per Maybank Share held can be elected to be reinvested into new Maybank Shares and the Remaining Portion of RM0.21 per Maybank Share held will be paid in cash ("**23rd DRP**").

The issue price of a new Maybank Share arising from the 23rd DRP is fixed at RM8.38, as announced on 5 September 2022.

### Example

Assuming a Participating Shareholder holds 50,000 Maybank Shares as at the Book Closure Date, his/her Maximum Share Entitlement will be calculated as follows in accordance with the aforementioned formula:

$$N = \frac{S \times D}{V}$$
$$N = \frac{50,000 \times \text{RM}0.07}{\text{RM}8.38}$$
$$N = 417$$

In conclusion, his/her First Interim Dividend, Electable Portion and Remaining Portion are as follows:

	<b>(RM)</b>
First Interim Dividend of RM0.28 per Maybank Share held <sup>(1)</sup> <i>Calculation = 50,000 x RM0.28</i>	14,000.00
Less: Electable Portion of RM0.07 per Maybank Share held <sup>(2)</sup> <i>Calculation = 50,000 x RM0.07</i>	(3,500.00)
<b>Remaining Portion of RM0.21 per Maybank Share held <sup>(3)</sup></b>	<b><u>10,500.00</u></b>

#### **Notes:**

- <sup>(1)</sup> *If a Participating Shareholder decides to receive his/her First Interim Dividend entitlement in cash only, the payment of the total First Interim Dividend is as per indicated.*
- <sup>(2)</sup> *Kindly take note that a Participating Shareholder has an option to elect to reinvest the entire Electable Portion or a part thereof into new Maybank Shares and if applicable, to receive the balance of the Electable Portion not reinvested into new Maybank Shares in cash; or elect not to participate and thereby receive the entire Electable Portion in cash.*
- <sup>(3)</sup> *The Remaining Portion is the remaining portion of the First Interim Dividend after the deduction of the Electable Portion, where applicable.*

#### **(b) The Balance of the Electable Portion**

In respect of any Electable Portion, the Balance of the Electable Portion in respect of a Notice of Election shall be calculated in accordance with the following formula:

$$B = (S \times D) - (A \times V)$$

where:

- B = is the Balance of the Electable Portion in respect of such Notice of Election relates
- S = is the number of Maybank Shares held by the Participating Shareholder as at the Book Closure Date to which such Notice of Election relates
- D = is the Electable Portion to which such Notice of Election relates
- A = is the number of new Maybank Shares that the Participating Shareholder elects to subscribe for in respect of the Electable Portion to which such Notice of Election relates

V = is the issue price of a new Maybank Share, which shall not be more than 10% discount to the adjusted 5-day VWAMP of Maybank Shares up to and including the last trading date prior to the Price-Fixing Date, of which the 5-day VWAMP shall be adjusted ex-Dividend before applying the aforementioned discount in fixing the issue price

The Balance of the Electable Portion will be paid to the Participating Shareholders in cash in the usual manner.

**Examples**

**Scenario 1 – If a Participating Shareholder decides to reinvest the entire Electable Portion into new Maybank Shares**

Assuming a Participating Shareholder holds 50,000 Maybank Shares as at the Book Closure Date and he wishes to subscribe for his/her Maximum Share Entitlement of 417 new Maybank Shares calculated based on his/her entitlement for the Electable Portion as at the Book Closure Date using the formula as per Section 8(a) above, his/her Balance of the Electable Portion will be calculated as follows:

$$B = (S \times D) - (A \times V)$$

$$B = (50,000 \times RM0.07) - (417 \times RM8.38)$$

$$B = RM3,500.00 - RM3,494.46$$

$$B = RM5.54$$

Based on the calculation above, the table below shows the total cash amount payable to the Participating Shareholder based on his/her election:

	<b>(RM)</b>
Electable Portion of RM0.07 per Maybank Share held	3,500.00
Less: Amount payable for reinvestment at RM8.38 per Maybank Share (417 x RM8.38)	(3,494.46)
Balance of the Electable Portion	5.54
Add: Remaining Portion	10,500.00
<b>Total cash amount payable</b>	<b>10,505.54</b>

**Scenario 2 - If a Participating Shareholder decides to reinvest part of the Electable Portion into new Maybank Shares**

Assuming a Participating Shareholder holds 50,000 Maybank Shares as at the Book Closure Date and his/her Maximum Share Entitlement is 417 new Maybank Shares calculated based on his/her entitlement for the Electable Portion as at the Book Closure Date using the formula as per Section 8(a) above. However, he/she only wishes to subscribe for 400 new Maybank Shares; hence, his/her Balance of the Electable Portion will be calculated as follows:

$$B = (S \times D) - (A \times V)$$

$$B = (50,000 \times RM0.07) - (400 \times RM8.38)$$

$$B = RM3,500.00 - RM3,352.00$$

$$B = RM148.00$$

Based on the aforementioned calculation, the table below shows the total cash amount payable to the Participating Shareholder based on his/her election:

	<b>(RM)</b>
Electable Portion of RM0.07 per Maybank Share held	3,500.00
Less: Amount payable for reinvestment at RM8.38 per Maybank Share (400 x RM8.38)	(3,352.00)
Balance of the Electable Portion	<u>148.00</u>
Add: Remaining Portion	<u>10,500.00</u>
<b>Total cash amount payable</b>	<b><u><u>10,648.00</u></u></b>

Pursuant to the 23rd DRP, in the event that all Shareholders elect to reinvest their entire Electable Portion into new Maybank Shares, the total number of new Maybank Shares to be issued will be up to 99,988,179 new Maybank Shares which represents approximately 0.84% of the total issued share capital (excluding treasury shares) of Maybank as at the Book Closure Date.

#### **9. Terms of allotment**

Unless the Board determines otherwise, all new Maybank Shares under the Dividend Reinvestment Plan will be allotted as fully paid-up. All such new Maybank Shares shall, upon allotment and issuance, rank equally in all respects with the existing Maybank Shares, except that the holders of such new Maybank Shares shall not be entitled to any Dividends, rights, allotments and/or other distributions, the entitlement date of which is prior to the Allotment Date.

As the new Maybank Shares to be issued pursuant to the Dividend Reinvestment Plan are prescribed securities, the new Maybank Shares will be credited directly into the respective CDS accounts of the Participating Shareholders. No physical share certificates will be issued.

#### **10. Odd Lots**

A Participating Shareholder may be allotted new Maybank Shares in odd lots depending on his/her entitlement of new Maybank Shares. Participating Shareholders who receive odd lots of new Maybank Shares and wish to trade such odd lots on Bursa Securities should do so on the odd lot market, which allows trading of odd lots with a minimum of 1 Maybank Share.

A Participating Shareholder who does not wish to be allotted new Maybank Shares in odd lots may round down the number of new Maybank Shares elected to be received, in multiples of 100 and receive the balance of the Electable Portion in cash in the usual manner. Where a Shareholder's entitlement is less than 100 Maybank Shares, the Participating Shareholder can elect to receive his/her entire Dividend entitlement in cash or new Maybank Shares in odd lots.

#### **11. Notification letters to the Participating Shareholders**

Maybank will, within 8 Market Days from the Expiry Date, or such other period as may be prescribed by Bursa Securities, allot and issue the new Maybank Shares and send the notices of allotment to the successful Participating Shareholders by ordinary post at the Participating Shareholders' own risk to the addresses shown in the records of Bursa Depository. An announcement will also be made on the listing and quotation of the new Maybank Shares to be issued pursuant to the Dividend Reinvestment Plan on the Official List of Bursa Securities. Concurrently on the Allotment Date, the Electable Portion (where the Shareholders choose to receive the entire Electable Portion or a part thereof in cash) will be paid to the respective Shareholders in cash in the usual manner and the tax voucher for such Dividend will be sent to the Shareholders who are entitled to such Dividend.



## **12. Cost to the Participating Shareholders**

Under the present law in Malaysia, there is no brokerage or other material transaction costs payable by the Participating Shareholders on the new Maybank Shares allotted and issued under the Dividend Reinvestment Plan, save for stamp duty of RM10.00. In the event a Participating Shareholder confirms his/her election via BSIP Online, he/she will be required to pay stamp duty of RM10.00 and a handling fee of RM3.00 chargeable by the Registrar for the DRP via online payment gateway (Maybank2u or FPX) at BSIP Online.

## **13. Cancellation of application of the Dividend Reinvestment Plan**

Notwithstanding any provisions of the Dividend Reinvestment Plan, if at any time after the Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend and before the allotment and issuance of the new Maybank Shares in respect of the Electable Portion, the Board shall consider that by reason of any event or circumstance (whether arising before or after such determination) or by reason of any matter whatsoever it is no longer expedient or appropriate to implement the Dividend Reinvestment Plan in respect of the Electable Portion, the Board may, in its absolute discretion and as it deems fit and in the interest of the Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Plan in relation to the Electable Portion 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, the Electable Portion shall be paid to the Shareholders in cash in the usual manner.

## **14. Modification, suspension and termination of the Dividend Reinvestment Plan**

The Dividend Reinvestment Plan may be modified, suspended (in whole or in part) or terminated at any time by the Board as it deems fit and such development shall be communicated through an announcement to Bursa Securities or in such other manner as the Board deems fit, notwithstanding any Terms and Conditions stating the contrary and irrespective of the election option selected.

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 the Board resolves to recommence, or terminate the Dividend Reinvestment Plan. If the Dividend Reinvestment Plan is recommenced, Participating Shareholders' Notice of Election confirming their participation under the previously suspended Dividend Reinvestment Plan will remain valid and will have full force and effect in accordance with the Terms and Conditions and any directions, terms and conditions to the Shareholders for such recommencement of the Dividend Reinvestment Plan will be notified to all Shareholders accordingly.

## **15. General administration of the Dividend Reinvestment Plan**

In relation to any Maybank Shares which a Participating Shareholder has nominated as participating in the Dividend Reinvestment Plan which are subject to a lien in favour of the Company, they shall, unless:

- (a) otherwise provided in the terms and conditions of issue thereof; or
- (b) the Board determines otherwise,

be treated as if the relevant Participating Shareholder had, in relation to such Maybank Shares, not elected to so participate.

The Board may implement the Dividend Reinvestment Plan in its absolute discretion and as it deems fit. The Board has the power to:

- (a) determine procedures, rules and regulations for the administration of the Dividend Reinvestment Plan consistent with the Terms and Conditions;
- (b) settle in such manner as it thinks 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 Participating Shareholder or any Maybank Share and the determination of the Board will be conclusive and binding on all Shareholders and other persons to whom the determination relates;
- (c) delegate to any one or more persons, for such period and on such conditions as the Board may determine, the exercise of any of its powers or discretion under or in respect of the Dividend Reinvestment Plan and references to a decision, opinion or determination of the Board include a reference to the decision, opinion or determination of the person or persons to whom the Board has delegated its authority to, for the purposes of administering the Dividend Reinvestment Plan; and
- (d) waive strict compliance by the Company or any Shareholder with any of the Terms and Conditions.

## 16. Take-over implications

The attention of the Shareholders is drawn to Paragraph 4.01 of Part B of the Rules and Section 217 of the Capital Markets and Services Act 2007. In particular, a Shareholder should note that he may be under an obligation to extend a take-over offer for the remaining Maybank Shares not already owned by him/her and persons acting in concert with him/her (if any) (collectively, "**Affected Parties**"), if by participating in the Dividend Reinvestment Plan in relation to any Electable Portion:

- (a) the Affected Parties have obtained control via the acquisition or shareholding of, or entitlement to exercise or control the exercise of more than 33% of the voting shares or voting rights in the Company, or such other amount as may be prescribed in the Rules; or
- (b) the Affected Parties acquire more than 2% of the voting shares or voting rights of the Company in any period of 6 months, and the Affected Parties hold more than 33% but not more than 50% of the voting shares or voting rights of the Company during the aforementioned 6 months period, or such other shareholding percentage as may be prescribed by the Rules.

In the event an obligation to undertake a mandatory offer is expected to arise resulting from a Shareholder's participation in the Dividend Reinvestment Plan, the Affected Parties may make an application to the Securities Commission Malaysia to be granted an exemption from the obligation to undertake a mandatory offer pursuant to the Rules prior to participating in the Dividend Reinvestment Plan.

**The statements herein do not purport to be a comprehensive or exhaustive description of all the relevant provisions of, or all implications that may arise under, the Rules or other relevant legislation or regulations.**

Therefore, in the event an obligation to undertake a mandatory offer is expected to arise resulting from a Shareholder's participation in the Dividend Reinvestment Plan, the Affected Parties (if any) may wish to consult his/her or their professional adviser(s) at the earliest opportunity in relation to:

- (a) any obligation to undertake a mandatory offer pursuant to the Rules as a result of any acquisition of the new Maybank Shares through participation in the Dividend Reinvestment Plan; and

- (b) the making of an application to the Securities Commission Malaysia to obtain an approval for a waiver from the obligation to undertake a mandatory offer pursuant to the Rules prior to participating in the Dividend Reinvestment Plan.

## **17. Shareholding limits**

As Maybank and its related and associated companies ("**Maybank Group**") form a diversified financial group and are engaged in a wide range of investment and commercial banking, brokerage, securities trading, asset and funds management, insurance and credit transaction services businesses, the Maybank Group is regulated under the Financial Services Act, 2013 and the Islamic Financial Services Act, 2013 (as the case may be) and as such is subject to the shareholding limitations as prescribed under the aforementioned statutes.

In the event that such prescribed shareholding limits are expected to be breached by any Shareholder (whether alone or together with any party acting in concert or associate) as a result of his/her participation in the Dividend Reinvestment Plan, the relevant Shareholder shall make and ensure that all other Affected Parties (if any) shall make the necessary application to the relevant authority prior to participating in the Dividend Reinvestment Plan.

All Shareholders are responsible for ensuring that their participation in the Dividend Reinvestment Plan will not result in a breach of any restrictions on their respective shareholding of Maybank Shares which may be imposed by any of the Shareholders' contractual obligations, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities (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 the Constitution, as the case may be.

In view of the aforementioned shareholding limits, notwithstanding any other provisions, should the Board be aware of or be informed in writing of any expected breach of such shareholding limits as a result of the participation in the Dividend Reinvestment Plan by such Shareholder, the Board shall be entitled, but not obligated (save and except where required by such law), to reduce or limit the number of new Maybank Shares to be issued to such Shareholder and/or to pay to such Shareholder, the Electable Portion or any part thereof in cash.

## **18. Disclaimer**

Notwithstanding any other provisions, the Board and the Company including any of its subsidiaries, related and associated companies and its respective directors, officers, employees, agents, affiliates and representatives, shall not, under any circumstance, be held liable for any damage, cost, loss and/or expense whatsoever and howsoever arising or incurred or suffered by any person including any Shareholder arising out of and/or in connection with the Dividend Reinvestment Plan including, but not limited to:

- (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 Shareholder's shareholding of Maybank Shares which may be imposed by the Shareholder's contractual obligations, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities; and
- (c) any losses suffered by any Shareholder due to changes in prices of Maybank Shares or the quantum of future Dividend after the implementation of the Dividend Reinvestment Plan.

**19. Governing law**

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

**20. Notices and statements**

Unless otherwise provided in the Terms and Conditions, any notices, documents and statements required to be given by the Company to a Participating Shareholder shall be given in accordance with the applicable provisions of the Constitution.