

# **Electronic General Offer Service Schedule**

### 1 Definitions

The following terms have these meanings unless the contrary intention appears:

"**Applicants**" means the shareholders who have accepted the Offer via Bursa Anywhere or NRS;

**'BM**" means Bursa Malaysia Depository Sdn Bhd (198701006854 (165570-W)), the provider of the Service;

"Bursa Anywhere" means the Bursa Anywhere mobile application;

"Business Day" means a day, other than a Saturday, Sunday or public holiday in the Federal Territory of Kuala Lumpur, Malaysia when the stock exchange of Malaysia is open for business;

"Commencement Date" means the commencement date prescribed in the Service Form:

"Customer" means the customer prescribed in the Service Form;

"General Terms and Conditions" means the Bursa Malaysia Depository Services General Terms and Conditions as may be modified, amended, supplemented, revised or replaced from time to time;

"NRS" means the Nominees Rights Subscription service connected to BURSA's eFIX infrastructure;

"Offer" means the general offer initiated by the Customer to acquire Offer Shares at an offer price, which shall be satisfied by way of cash or securities exchange option, in accordance with the offer document and any subsequent documents issued by the Customer:

"Offer Shares" means securities as defined in the offer document and any subsequent documents issued by the Customer in relation to the Offer;

"Rules" means the Rules of Bursa Malaysia Depository, the Rules of Bursa Malaysia Securities, the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, the ACE Market Listing Requirements of Bursa Malaysia Securities Berhad, or the LEAP Market Listing Requirements of Bursa Malaysia Securities Berhad, as may be modified, amended, supplemented, revised or replaced from time to time;

"Schedule" means this service schedule as may be modified, amended, supplemented, revised or replaced from time to time;

"Service" means the services provided by BM in the Appendix;

"Service Annexure" means the applicable annexure to this Schedule;

"Service Fees" means the fees payable for the Service in the Service Annexure;



"Service Form" means the form duly completed by the Customer to request for the Service in this Schedule; and

"Share Registrar" means the Customer's share registrar.

# 2 Appointment

The Customer hereby appoints and BM hereby accepts the Customer's appointment to provide the Service and such other related services in accordance with this Schedule.

#### 3 Term

The Service shall commence on the Commencement Date and will remain in full force and effect for the duration specified in the Service Form, unless terminated in accordance with the General Terms and Conditions.

# 4 Scope of Service

- 4.1 The Service is conditional upon BM receiving all the necessary decisions, approvals, documents and such other information and assistance required by BM to enable BM to provide the Service.
- 4.2 Without prejudice to Clause 4.1, the Customer authorises BM to receive the relevant information, instructions, materials, payment and data of and/or concerning the acceptance of the Offer and details of the Applicant, for and on behalf of the Customer and to disclose the relevant Applicants' information to the Share Registrar or any other party as required.
- 4.3 Subject to the Customer fulfilling the requirements and complying with its obligations in this Schedule, BM will provide the Service to the Customer.
- 4.4 BM may at any time refrain from providing any part of the Service in the following circumstances:
  - (a) if the Customer fails to fulfil the requirements and/or complying with its obligations in this Schedule;
  - (b) if BM has reason to believe or is satisfied that there is a breach of this Schedule, the General Terms and Conditions, the Rules or other applicable rules of the stock exchange of Malaysia;
  - (c) if BM is prevented by law or a court order from doing so;
  - (d) if BM is of the opinion that the consent of the depositor was not properly obtained, is insufficient to enable BM to disclose the related information or has been revoked; and/or
  - (e) any other circumstances that BM may deem fit.

# 5 Customer Obligations

5.1 To the extent permitted by applicable law and regulations and its existing contractual obligations, the Customer shall provide to BURSA all necessary management decisions, approvals, acceptances and such other information, data and materials for



BURSA to provide the Services.

- 5.2 If requested by BURSA, the Customer shall also provide BURSA all necessary information and documentation required by BURSA to perform its obligations under this Schedule.
- 5.3 The Customer shall ensure that all information, data and materials supplied (if any) to BURSA are adequate, accurate and correct for the purposes of the Services.
- 5.4 The Customer assumes sole liability and responsibility for returning the Offer Shares to the rightful Applicants if, for any reason, the Offer is cancelled or unsuccessful.

## 6 Indemnity

The Customer shall indemnify and hold BM and its related corporation (including their respective directors, connected parties, its affiliates, employees, officers, and assigns and/or agents) (collectively, the "**Indemnitee**") harmless from and against any and all claims, loss, damage, liability or cost suffered by the Indemnitee as a result of or in connection with BM providing the Service to the Customer.

### 7 Termination

In addition to its rights under the General Terms and Conditions, BM may terminate the Service for the Customer breach of the Rules or other applicable rules of the stock exchange of Malaysia in the following circumstances.

#### 8 Fees

The Customer acknowledges that the Service Fees are payable to BM and are non-refundable.





## **Appendix**

### 1 Electronic General Offer Service

The Service which BM will provide to the Customer are as follows:

	Nominees eGO Service	eGO Service at Bursa Anywhere
Description	The Nominees eGO Service facilitate acceptance of the Offer by Applicants that have accounts held under authorised nominees in a consolidated file.  The Nominees eGO Service is only available to authorised nominees who have subscribed to NRS ("NRS Subscribers").	eGO Service at Bursa Anywhere facilitate acceptance of the Offer by Applicants (who are individuals) and have successfully registered to access and use Bursa Anywhere.
Verification of application	BURSA will verify the eligibility of the Applicants' holdings of the Offer shares and facilitate the transfer of the Offer Shares to the Customer's account when it receives the Applicant's acceptance of the Offer via NRS.	BURSA will verify the eligibility of the Applicants' holdings of the Offer Shares and facilitate the transfer of the Offer Shares to the Customer's account when it receives the Applicant's acceptance of the Offer via Bursa Anywhere.
Service Offering	See Paragraph 2 below.	See Paragraph 3 below.

## 2 Nominees eGO Service

- 2.1 BM will facilitate subscription of corporate exercise as follows:
  - (a) receive acceptance information and request for transfer of the Offer Shares from the NRS Subscriber;
  - (b) facilitate the request from NRS Subscriber to transfer the Offer Shares from the NRS Subscriber's CDS account to the Customer's designated CDS account;
  - (c) compile the acceptance information received from the NRS Subscribers who have successfully transferred the Offer Shares to the Customer; and
  - (d) forward the compiled acceptance information to the Customer or Share Registrar for acceptance processing.
- 2.2 After processing the transfer of the Offer Shares, BM will forward the subscription details to the Share Registrar by 7 pm on the same day.

#### 3 eGO at Bursa Anywhere

- 3.1 BM will facilitate subscription of corporate exercise via Bursa Anywhere:
  - (a) receive information on subscription submitted by the Applicants via Bursa Anywhere for Offer acceptance applications initiated by the Applicants on the



same business day;

- (b) facilitate the request from Applicants to transfer the Offer Shares from the Applicant's CDS account to the Customer's designated CDS account;
- (c) compile the acceptance information submitted by the Applicants via Bursa Anywhere; and
- (d) forward the acceptance information to the Customer or Share Registrar for processing.
- 3.2 BM will forward all acceptance information to the Share Registrar by 7 pm on the same day.