

**THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt as to the course of action to be taken, you should consult your stockbroker, bank manager, solicitor, accountant or other professional adviser immediately.

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**CAPITAL A BERHAD**  
(Registration No. 201701030323 (1244493-V))  
(Incorporated in Malaysia)

**CIRCULAR TO SHAREHOLDERS**

**IN RELATION TO**

**PART A**

**PROPOSED NEW SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE ("PROPOSED RRPT MANDATE")**

**PART B**

**PROPOSED ALLOCATION OF AWARDS UNDER THE LONG TERM INCENTIVE SCHEME OF CAPITAL A BERHAD TO TAN SRI ANTHONY FRANCIS FERNANDES AND DATUK KAMARUDIN BIN MERANUN ("PROPOSED ALLOCATION")**

**AND**

**NOTICE OF EXTRAORDINARY GENERAL MEETING 2**

The Proposed RRPT Mandate and Proposed Allocation will be tabled at our Company's Extraordinary General Meeting 2 ("**EGM 2**") which will be held at Gateway Ballroom, Level 1, Sama-Sama Hotel, KL International Airport, Jalan CTA 4B, 64000 KLIA, Sepang, Selangor Darul Ehsan, Malaysia on Wednesday, 7 May 2025 at 11.00 a.m. or immediately after the conclusion of the Extraordinary General Meeting on the Proposed Regularisation Plan, which will be held at 10.00 a.m. on the same day, or at any adjournment thereof. The Notice of the EGM 2 together with the Form of Proxy are enclosed in this Circular.

You are entitled to attend and vote at the EGM 2 or appoint proxy(ies) to vote for and on your behalf. In such event, the Form of Proxy should be completed and lodged at our Company's registered office at Wisma Capital A, 19-04-02, 19, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia or electronically lodged via the TIH Online website at <https://tiah.online>. Please refer to the Administrative Note for the EGM 2 on the procedures for electronic lodgement of the Form of Proxy. The lodging of the Form of Proxy will not preclude you from attending and voting in person at the EGM 2 should you subsequently wish to do so but if you do so, your proxy shall be precluded from attending the EGM 2.

Last date and time for lodging the Form of Proxy : Monday, 5 May 2025 at 11.00 a.m.

Date and time of EGM 2 : Wednesday, 7 May 2025 at 11.00 a.m. or immediately after the conclusion of the Extraordinary General Meeting on the Proposed Regularisation Plan, which will be held at 10.00 a.m. on the same day

This Circular is dated 15 April 2025

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**NOTICE OF EGM 2**

**ENCLOSED**

**FORM OF PROXY**

**ENCLOSED**

**PART A**  
**PROPOSED RRPT MANDATE**

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## DEFINITIONS

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Except where the context otherwise requires, the following definitions shall apply throughout Part A of this Circular:

AAAGL	:	AirAsia Aviation Group Limited
AAAGL Group	:	Collectively, AAAGL and its subsidiaries
AAB	:	AirAsia Berhad
AAB Group	:	Collectively, AAB and its subsidiaries
Act	:	Companies Act, 2016
ADE	:	Asia Digital Engineering Sdn. Bhd.
AGM	:	Annual General Meeting
AirAsia MOVE	:	AirAsia MOVE Sdn. Bhd. (formerly known as AirAsia Superapp Sdn. Bhd.)
AirAsia SEA	:	AirAsia SEA Sdn. Bhd.
AirAsia SEA TH/IHQ	:	AirAsia SEA Limited (Thailand)
BIGLIFE	:	BIGLIFE Sdn. Bhd.
BigPay	:	Big Pay Pte Ltd
BigPay Group	:	Collectively, BigPay and its subsidiaries
Board	:	Board of Directors of our Company
Brand AA	:	Brand AA Sdn. Bhd.
Bursa Securities	:	Bursa Malaysia Securities Berhad
Capital A Company	or	Capital A Berhad (formerly known as AirAsia Group Berhad)
Capital A Group	or	Collectively, our Company and our subsidiaries
Circular	:	This circular to shareholders dated 15 April 2025 comprising Part A – Letter to our shareholders in relation to the Proposed RRPT Mandate, and Part B – Letter to our shareholders in relation to the Proposed Allocation
Consideration Shares	:	2,307,692,307 new ordinary shares in AAX to be issued at RM1.30 for the Proposed AAAGL Disposal
Closed Loop Transactions	:	Closed loop transactions are the commercial arrangement between the merchant and the issuer (i.e. the respective BigPay Group entity). In this instance, the issuer is also the acquirer who processes and settles the transactions made on the merchant platform. BigPay Group has collaborated with AAX and AAB which allows for payment for transactions made for goods and services sold and distributed by AAX and AAB (including flight tickets) made with the user's BigPay account to be routed to BigPay Malaysia Sdn. Bhd. as the acquirer and for the transactions to be directly processed by BigPay Malaysia Sdn. Bhd., which in turn allows BigPay Malaysia Sdn. Bhd. to earn from the Merchant Discount Rate (MDR)
Datuk Kamarudin	:	Datuk Kamarudin Bin Meranun

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**DEFINITIONS (CONT'D)**

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Directors	:	The directors of our Company and shall have the meaning given in Section 2(1) of the Act, Section 2(1) of the Capital Markets and Services Act 2007 and includes any person who is or was within the preceding six (6) months of the date on which the terms of the transaction were agreed upon, a director or chief executive of our Company, our subsidiary or holding company.
Distribution Shares	:	1,692,307,692 Consideration Shares to be distributed to the entitled shareholders of our Company pursuant to the Proposed Distribution
EGM 2	:	Extraordinary General Meeting 2
EPS	:	Earnings per Capital A Share
Existing Mandate	:	Existing Mandate dated 30 April 2024
FYE	:	Financial year ended
IKHLAS	:	Ikhlas Com Travel Sdn. Bhd.
Listing Requirements	:	The Main Market Listing Requirements of Bursa Securities, including any amendments that may be made from time to time
LPD	:	27 March 2025, being the latest practicable date prior to the date of this Circular
Major Shareholders	:	The major shareholders of our Company and shall have the meaning given in Paragraph 10.02(f)(i) of the Listing Requirements
Mandate Period	:	The period during which the RRPT are to be entered into by our Group for which the Proposed RRPT Mandate is being sought. The validity period for the Proposed RRPT Mandate is outlined in Section 4 of this Circular.
Move Duty Free	:	Move Duty Free Sdn. Bhd. (formerly AirAsia Duty Free Sdn. Bhd.)
NA	:	Net assets
Person(s) Connected	:	Shall have the same meaning given in Paragraph 1.01 of the Listing Requirements
Proposed AAAGL Disposal	:	Proposed disposal by our Company of our entire 100% equity interest (including any forms of capital distribution and any unissued capital) in AAAGL held by our Company to AAX for the disposal consideration of RM3,000.0 million which will be satisfied by way of the Consideration Shares
Proposed AAB Disposal	:	Proposed disposal by our Company of our entire 100% equity interest (including any forms of capital distribution and any unissued capital) in AAB held by our Company to AAX for the disposal consideration of RM3,800.0 million which will be satisfied by way of assumption by AAX of an amount of RM3,800.0 million owing by our Company to AAB
Proposed Corporate Exercises	:	Collectively, the Proposed Disposals and Proposed Distribution
Proposed Disposals	:	Collectively, the Proposed AAAGL Disposal and Proposed AAB Disposal
Proposed Distribution	:	Proposed distribution of the Distribution Shares to the entitled shareholders of our Company based on their respective shareholdings in our Company on the entitlement date by way of a reduction and repayment of our Company's issued share capital pursuant to Section 116 of the Act

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**DEFINITIONS (CONT'D)**

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Proposed RRPT Mandate	:	Proposed new shareholders' mandate for RRPTs
Record of Depositors	:	A record consisting of names of depositors provided by Bursa Malaysia Depository Sdn. Bhd. (Bursa Depository) pursuant to Chapter 24.0 of the rules of Bursa Depository
Related Party(ies)	:	Director(s), Major Shareholder(s) or Person(s) Connected with such Director(s) or Major Shareholder(s)
Rokki	:	Rokki Sdn. Bhd.
RRPT(s)	:	Recurrent related party transaction(s) of a revenue or trading nature, which are necessary for the day-to-day operations and are in the ordinary course of business of our Group, entered or to be entered into by our Group which involve the interest, direct or indirect, of a Related Party(ies)
Santan	:	Santan Food Services Sdn. Bhd. (formerly known as Santan Restaurant Sdn. Bhd.)
Tan Sri Tony Fernandes	:	Tan Sri Anthony Francis Fernandes
TASB	:	Tune Air Sdn. Bhd.
Teleport	:	Teleport Everywhere Pte Ltd
TLSB	:	Tune Live Sdn. Bhd.
Transacting Party(ies)	:	A party with which our Group has entered or may enter into an RRPT under the Proposed RRPT Mandate

**Currencies**

RM	:	Ringgit Malaysia
USD	:	United States Dollar

References to "our Company" in this Circular are to Capital A and references to "our Group" are to our Company and our subsidiaries. References to "we", "us", "our" and "ourselves" in this Circular are to our Company and where the context otherwise requires, shall include our subsidiaries. All references to "you" in this Circular are to our shareholders.

Unless specifically referred to, words denoting the singular shall, where applicable, include the plural and vice versa and words denoting the masculine gender shall, where applicable, include the feminine and/or neuter genders and vice versa. References to persons shall include corporations, unless otherwise specified.

Any reference in this Circular to the provisions of any statute, rules, regulation or rules of stock exchange shall (where the context admits) be construed as a reference to the provisions of such statute, rules, regulation or rules of stock exchange (as the case may be) as modified by any written law or (if applicable) amendments to the statute, rules, regulation or rules of stock exchange for the time being in force.

Any reference to a time of day and date in this Circular shall be a reference to Malaysian time and date respectively, unless otherwise specified.

For illustration purposes only, the exchange rate of USD1 = RM4.4335 have been used throughout this Circular, unless otherwise stated.



**CAPITAL A BERHAD**  
[Registration No. 201701030323 (1244493-V)]  
(Incorporated in Malaysia)

**Registered Office:**

Wisma Capital A, 19-04-02  
19, Lorong Dungun  
Bukit Damansara  
50490 Kuala Lumpur  
Wilayah Persekutuan  
Malaysia

15 April 2025

**Board of Directors:**

Datuk Kamarudin bin Meranun (*Non-Independent Executive Chairman*)  
Tan Sri Anthony Francis Fernandes (*Non-Independent Executive Director and Chief Executive Officer*)  
Dato' Abdel Aziz @ Abdul Aziz bin Abu Bakar (*Non-Independent Non-Executive Director*)  
Dato' Fam Lee Ee (*Senior Independent Non-Executive Director*)  
Dato' Mohamed Khadar bin Merican (*Independent Non-Executive Director*)  
Brig Gen (R) Fadzillah binti Abdullah (*Independent Non-Executive Director*)

**To: Our shareholders**

Dear Sir/Madam,

**PROPOSED NEW SHAREHOLDERS' MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE ("PROPOSED RRPT MANDATE")**

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**1. INTRODUCTION**

On 24 January 2025, our Board announced that our Company proposes to seek your approval for the Proposed RRPT Mandate at our forthcoming EGM 2.

The above Proposed RRPT Mandate is an additional RRPT which the Group will enter upon the completion of the Proposed Corporate Exercises. The Board intends to seek shareholders' mandate for the Group to enter into new RRPTs with the new Related Parties as set out in Section 2.3 of this Circular.

Our Board wishes to highlight that at the 7<sup>th</sup> AGM held on 13 June 2024, our Company has obtained a mandate from the shareholders for the Group to enter into RRPTs as stipulated in the Circular/Statement to Shareholders dated 30 April 2024 ("Existing Mandate"). The authority conferred by the Existing Mandate shall, in accordance with the Listing Requirements, lapse at the conclusion of our next AGM.

The purpose of this Circular is to provide you with details of the Proposed RRPT Mandate and to seek your approval for the ordinary resolution to be tabled at the forthcoming EGM 2 of the Company.

**YOU ARE ADVISED TO READ AND CONSIDER THE CONTENTS OF THIS CIRCULAR TOGETHER WITH THE APPENDIX CAREFULLY BEFORE VOTING ON THE ORDINARY RESOLUTION PERTAINING TO THE PROPOSED RRPT MANDATE.**

## **2. PROPOSED RRPT MANDATE**

### **2.1 Details of the Proposed RRPT Mandate**

As provided in Paragraph 10.09(2) of the Listing Requirements, our Company proposes to seek a general mandate from you for the new RRPTs subject to, *inter-alia*, the following:

- (a) the transactions are in the ordinary course of business and are on terms not more favourable to the Related Party(ies) than those generally available to the public;
- (b) your mandate is subject to annual renewal and disclosure is made in the annual report of the aggregate value of transactions conducted pursuant to your mandate during the financial year where:
  - (i) the consideration, value of the assets, capital outlay or costs of the aggregated transactions is RM1 million or more; or
  - (ii) any one of the percentage ratios of such transaction is 1% or more,whichever is the higher;
- (c) this Circular includes the information as may be prescribed by Bursa Securities;
- (d) in a meeting to obtain your mandate, the interested Director, interested Major Shareholder and interested Persons Connected with a Director or Major Shareholder; and where it involves the interest of an interested Person Connected with a Director or Major Shareholder, such Director or Major Shareholder must not vote on the resolution to approve the transactions. An interested Director or interested Major Shareholder must also ensure that Persons Connected with them shall abstain from voting on the resolution, deliberating or approving the transactions; and
- (e) our Company immediately announces to Bursa Securities when the actual value of a RRPT entered into by our Company, exceeds the estimated value of the RRPT disclosed in this Circular by 10% or more and must include the information as may be prescribed by Bursa Securities in our announcement.

Where your mandate has been procured pursuant to the above, the provisions of Paragraph 10.08 of the Listing Requirements in relation to related party transactions will not apply.

### **2.2 Principal activities of our Group and Nature of RRPT**

Our Company is an investment holding company. The principal activities of our subsidiaries include the aviation services, brand management, provision of travel solutions, logistics, e-wallet, food & beverages, shared services such as finance and accounting, digital, information and technology, human resources, and sourcing and procurement operation support service, and others.

It is envisaged that in the ordinary course of our Group's businesses, transactions of a revenue or trading nature which are necessary for its day-to-day operations are likely to occur between companies in our Group and the Related Parties.

### 2.3 Details of RRPTs and the Related Parties

The Proposed RRPT Mandate shall include the following new RRPTs undertaken by Capital A Group with the Transacting Parties as follows:

No.	Transacting Parties	Nature of RRPT	Actual value of RRPTs transacted from 1 January 2024 up to LPD	Estimated value during the Mandate Period~	Class and relationship of the Related Parties
<b>REVENUE/INCOME</b>					
1.	AAB Group	Sale of loyalty points from BIGLIFE, which operate and manages a loyalty program branded as the airasia rewards programme	RM18,901,874	RM7,734,800	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
2.	AAAGL Group	Sale of loyalty points from BIGLIFE, which operate and manages a loyalty program branded as the airasia rewards programme	RM14,206,995	RM5,481,700	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
3.	AAB Group	Provision of platform services by AirAsia MOVE: Online distribution of AAB flight inventory via the AirAsia MOVE domain or AirAsia MOVE mobile app owned/operated by AirAsia MOVE	RM177,551,545	RM75,783,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
4.	AAAGL Group	Provision of platform services by AirAsia MOVE: Online distribution of AAAGL Group's flight inventory via the AirAsia MOVE domain or AirAsia MOVE mobile app owned/operated by AirAsia MOVE.	RM133,240,361	RM32,183,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>

No.	Transacting Parties	Nature of RRPT	Actual value of RRPTs transacted from 1 January 2024 up to LPD	Estimated value during the Mandate Period~	Class and relationship of the Related Parties
<b>REVENUE/INCOME</b>					
5.	AAB Group	Provision of the following shared services by AirAsia SEA, and AirAsia SEA TH/IHQ to AAB Group: (a) Finance and accounting support operation services; (b) People department support operation services; (c) Refunds; (d) Customer Support; (e) Facilities; (f) Procurement; (g) Information security; and (h) Supply chain	RM37,931,734	RM7,605,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
6.	AAAGL Group	Provision of the following shared services by, AirAsia SEA and AirAsia SEA TH/IHQ to AAAGL Group: (a) Finance and accounting support operation services; (b) People department support operation services; (c) Refunds; (d) Customer Support; (e) Facilities; (f) Procurement; (g) Information security; and (h) Supply chain	RM43,110,586	RM10,406,300	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>

No.	Transacting Parties	Nature of RRPT	Actual value of RRPTs transacted from 1 January 2024 up to LPD	Estimated value during the Mandate Period~	Class and relationship of the Related Parties
<b>REVENUE/INCOME</b>					
7.	AAB Group	Line Maintenance Agreement between ADE and AAB Group for the provision of resources to ensure the smooth operations of aircraft maintenance which include manpower, tooling and store.	RM157,616,928	RM32,693,420	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
8.	AAAGL Group	Line Maintenance Agreement between ADE and AAAGL Group for the provision of resources to ensure the smooth operations of aircraft maintenance which include manpower, tooling and store.	RM1,986,818	RM234,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
9.	AAB Group	Provision of platform services by IKHLAS: Online distribution of AAB Group's flight inventory via the IKHLAS domain owned/operated by IKHLAS	RM314,858	RM10,850	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
10.	AAB Group	Santan to enter into an agreement for supply chain services with AAB to supply airline catering, merchandise and duty free to AAB Group as part of the inflight services.	RM156,148,457.92	RM38,000,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
11.	AAAGL Group	Santan to enter into an agreement for supply chain services with AAAGL to supply airline catering, merchandise and duty free to AAAGL Group as part of the inflight services.	RM35,180,921.31	RM33,514,100	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
12.	AAB Group	Act as acquirer for all Close Loop Transactions and responsible for including but not limited to, acquiring, servicing, billing to, collecting from, setting the Merchant Rate and authorizing of BigPay card transactions.	RM344,626	RM32,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>

No.	Transacting Parties	Nature of RRPT	Actual value of RRPTs transacted from 1 January 2024 up to LPD	Estimated value during the Mandate Period~	Class and relationship of the Related Parties
<b>REVENUE/INCOME</b>					
13.	AAAGL Group	Act as acquirer for all Close Loop Transactions and responsible for including but not limited to, acquiring, servicing, billing to, collecting from, setting the Merchant Rate and authorizing of BigPay card transactions.	RM67,559	RM16,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
14.	AAAGL Group	Provision of the rights to operate scheduled air services under the "AIRASIA" trade name and livery of Brand AA.	RM232,866,263.91	RM131,240,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
15.	AAB Group	Media Services Agreement between AirAsia MOVE and AAB Group for managing the sales of aircraft media inventory.	RM823,875	RM100,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
16.	AAAGL Group	Media Services Agreement between AirAsia MOVE and AAAGL Group for managing the sales of aircraft media inventory	RM264,371	RM73,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
17.	AAB Group	Sales and distribution for Duty Free and merchandise products between Move Duty Free and AAB Group	RM3,201,076	RM6,189,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>

No.	Transacting Parties	Nature of RRPT	Actual value of RRPTs transacted from 1 January 2024 up to LPD	Estimated value during the Mandate Period~	Class and relationship of the Related Parties
<b>EXPENSES</b>					
18.	AAB Group	Redemption of loyalty points when Big members use the loyalty points accumulated under the airasia rewards programme operated and managed by BIGLIFE for AAB's flights and other ancillary products and services.	RM18,283,457	RM5,365,800	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
19.	AAAGL Group	Redemption of loyalty points when Big members use the loyalty points accumulated under the airasia rewards programme operated and managed by BIGLIFE for AAAGL Group's flights and other ancillary products and services.	RM14,635,932	RM3,716,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
20.	AAB Group	Purchase of AAB Group 's cargo transportation capacity by Teleport on routes operated by AAB Group.	USD23,656,304 (RM105,483,460)	USD7,201,400 (RM32,111,043)	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
21.	AAAGL Group	Purchase of AAAGL Group 's cargo transportation capacity by Teleport on routes operated by AAAGL Group.	USD17,003,082 (RM75,816,743)	USD5,334,960 (RM23,788,590)	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
22.	AAB Group	Lease rental of freighter to AAB Group by Teleport	USD46,058,782 (RM205,376,109)	USD12,923,300 (RM57,625,000)	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>

No.	Transacting Parties	Nature of RRPT	Actual value of RRPTs transacted from 1 January 2024 up to LPD	Estimated value during the Mandate Period~	Class and relationship of the Related Parties
<b>EXPENSES</b>					
23.	AAAGL Group	Provision of the following shared services by AirAsia Aviation Management Services Sdn. Bhd. to Capital A Group: (a) Information and technology operation support services; (b) Information security; and (c) People department support operation services.	Nil	USD3,131,991 (RM13,966,000)	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
24.	AAB Group	Media Services Agreement between AirAsia MOVE and AAB Group for the sales of aircraft media inventory	RM1,954,623	RM1,823,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
25.	AAB Group	Sales and distribution for Duty Free and merchandise products between Move Duty Free Sdn Bhd and AAB Group	RM351,814	RM1,294,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>
26.	AAAGL Group	Sales and distribution for Duty Free and merchandise products between Move Duty Free Sdn Bhd and AAAGL Group	NIL	RM855,000	<b>Interested Directors and Major Shareholders</b> Tan Sri Tony Fernandes <sup>(1)</sup> Datuk Kamarudin <sup>(2)</sup>

**Notes:**

~ Indicative estimate during the Mandate Period which is based on historical trends and may vary from the estimated values above depending on the prevailing economic and competitive environment.

(1) Tan Sri Tony Fernandes is deemed interested via his interest in Tune Group Sdn. Bhd. and AAB, being the Major Shareholders of AAX, pursuant to Section 8 of the Act.

(2) Datuk Kamarudin is deemed interested via his interest in Tune Group Sdn. Bhd. and AAB, being the Major Shareholders of AAX, pursuant to Section 8 of the Act.

## 2.4 Amounts due and owing to our Group by the Related Parties in relation to services given under the RRPTs

As at 27 March 2025, the amount due and owing to/(from) our Group by the Related Parties in relation to services given under the RRPTs as follows:

Related Party	Total (RM 000)	1 year or less (RM 000)	1-3 years (RM 000)	More than 3 years (RM 000)
AAB Group	(266,002)	(134,597)	(122,760)	(8,645)
AAAGL Group	401,107	320,072	80,783	252

There were no interest and late payment charges imposed on the amounts as the Company had reviewed the outstanding amounts and is of the opinion that the overdue amounts have been incurred under normal business transaction arrangements.

The Company has taken and will continue to follow up with the related parties to recover the outstanding amount by issuing reminders.

The Board have assessed the outstanding amount and is of the opinion that the amount remains recoverable within the expected timeframe. The Board will continue to monitor the situation closely and take necessary steps to ensure recovery.

## 2.5 Basis of estimates

The estimated transaction values for the RRPTs referred to in Section 2.3 above are based on (i) estimated prevailing prices, which are reasonably market-competitive; and (ii) the sums incurred or received over the past years for similar transactions. The estimated transaction values were also projected based on the assumption that (i) our Group's usual levels of transaction; (ii) our Group's projected business volume; and (iii) our current level of operations would be maintained during the Mandate Period.

## 2.6 Review procedures for RRPTs

To promote good corporate governance in the conduct of our Company's business, our Group has established a framework for evaluating potential conflicts of interest and disclosure obligations arising out of transactions, arrangements and relationships between our Company and its Related Parties. The procedures in this framework ensure the RRPTs are on arm's length basis not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders and in the best interest of our Group. We set forth below the review procedures of our Company's RRPTs:

- (i) Each Director is required to make full disclosure at once of any interest he or she may have in any business enterprise with an existing or proposed business relationship or transaction with our Company and/or our subsidiaries.
- (ii) There are no specific thresholds for approval of RRPTs within our Group. All potential RRPTs have to be disclosed by management, being the relevant head of department in which the transaction falls under ("**Management**"). Management will then propose the RRPT by providing a RRPT paper and other relevant documents, including a draft of the announcement to be made to Bursa Securities to the Group Legal Department, at least one (1) week prior to the Audit Committee meeting to ensure that regulatory requirements have been met. The Internal Audit Department shall ensure that internal processes in respect of the RRPT are followed. Upon obtaining clearance from the Group Legal Department, Group Governance and Company Secretarial Department as well as the Group Internal Audit Department, Management will sign off on the RRPT papers and the matter shall be tabled to the Audit Committee for consideration and if deemed appropriate, recommended to your Board for approval.

- (iii) With the information provided in the RRPT papers, your Board ascertains that at least two (2) other contemporaneous transactions with unrelated third parties for similar products or services and/or quantities will be used as comparison, wherever possible, to determine whether the price and terms offered to or by the Related Parties are fair and reasonable and comparable to those offered to or by other unrelated third parties for the same or substantially similar type of products or services and/or quantities. In the event that a quotation or comparative pricing from unrelated third parties cannot be obtained, the transaction price will be based on prevailing market prices that are agreed upon under similar commercial terms for transactions with third parties, business practices and policies and on terms which are generally in line with industry norms and not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our Company or our Group or to our minority shareholders.
- (iv) The interested Director(s) in the RRPT must abstain from your Board's deliberation and voting on the relevant resolution(s) in respect of the RRPT. The interested Director(s) must inform your Board of the details of the nature and extent of his/her interest, including all matters in relation to the proposed RRPT that he/she is aware of or should reasonably be aware of, which is not in the best interest of our Company or our subsidiary, as the case may be.
- (v) The interested Major Shareholder(s) and/or Person(s) Connected to them must not vote at the general meeting on the resolution approving the RRPT. It is the duty of the interested Director(s) and interested Major Shareholder(s) to ensure that Person(s) Connected to them abstain from voting on the resolution, deliberating or approving the RRPT.

## **2.7 Audit Committee's Statement**

The Audit Committee has seen and reviewed the procedures set out in Section 2.6 above and is of the view that the procedures are:

- (i) sufficient to ensure that the RRPTs are undertaken on arm's length basis not more favourable to the Transacting Parties than those generally available to the public and are not to the detriment of our Company's minority shareholders; and
- (ii) adequate to monitor, track and identify RRPTs in a timely and orderly manner and that such procedures and processes are reviewed on an annual basis or whenever the need arises.

## **2.8 Disclosure of RRPTs**

If the Proposed RRPT Mandate is approved, disclosure will be made in our Annual Report of the breakdown of the aggregate value of RRPTs conducted pursuant to the shareholders' mandate during the financial year, based on the following information:

- (a) the types of RRPTs made; and
- (b) the names of the Related Parties involved in each type of the RRPTs made and their relationship with our Company.

## **3. RATIONALE AND BENEFITS OF THE PROPOSED RRPT MANDATE**

The new RRPTs to be entered into by our Group as set out in Section 2.3 above are necessary for our business and are intended to meet business needs on the best possible terms so as to achieve the synergistic benefits within the entire Group. Our Group should be able to have access to all available markets, products and services provided by all vendors including Related Parties and to provide products and services to all persons including our Related Parties. This will enhance the ability of our Group to explore beneficial business opportunities as well as to promote cross-selling which will be beneficial to our Group.

The Proposed RRPT Mandate will eliminate the need to announce and convene separate general meetings on each occasion to seek your prior approval for the entry by our Group into such transactions. This will reduce the associated expenses, improve administrative efficiency and allow manpower, resource and time to be better channelled towards achieving other corporate objectives.

The RRPTs are likely to continue in the future on a frequent and recurrent basis from time to time. In addition, these transactions may be constrained by the time-sensitive nature and confidentiality of such transactions, and it may be impractical to seek your prior approval on a case-by-case basis before entering into such transactions.

The RRPTs are transactions in the ordinary course of our business, made on commercial terms on an arm's length basis, on terms not more favourable to the Related Parties than those generally available to the public and are not to the detriment of our minority shareholders.

#### **4. VALIDITY PERIOD FOR THE PROPOSED RRPT MANDATE**

The Proposed RRPT Mandate is subject to annual renewal. In this respect, the Proposed RRPT Mandate, if approved at our forthcoming EGM 2, will take effect from the conclusion of the said EGM 2 or completion of the Proposed Corporate Exercises, whichever is later and shall continue to be in force until:

- (a) the conclusion of our next AGM, at which time it will lapse, unless by a resolution passed at the meeting, the authority is renewed; or
- (b) the expiration of the period within which our next AGM is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
- (c) revoked or varied by a resolution passed by you in a general meeting,

whichever is the earlier.

#### **5. EFFECTS OF THE PROPOSED RRPT MANDATE**

The Proposed RRPT Mandate will not have any effect on the issued and paid-up share capital of our Company and our substantial shareholders' shareholdings and is not expected to have a material effect on the NA per share and gearing of our Group.

The Proposed RRPT Mandate is in relation to the transactions which are of revenue or trading nature which forms part of our Group's day-to-day operations. Thus, those transactions will contribute positively to our Group's financial performance and EPS.

#### **6. APPROVALS REQUIRED**

The Proposed RRPT Mandate is subject to the approval of our shareholders at our forthcoming EGM 2.

#### **7. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED TO THEM**

Save as disclosed below, none of our Directors, Major Shareholders, and/or Persons Connected to them, have any interests, direct or indirect in the Proposed RRPT Mandate:

- (i) Tan Sri Tony Fernandes, by virtue of his directorship in our Company and being a Major Shareholder of our Company and by virtue of his directorships and shareholdings in the Transacting Parties as detailed in Section 2.3 above; and
- (ii) Datuk Kamarudin, by virtue of his directorship in our Company and being a Major Shareholder of our Company and by virtue of his directorships and shareholdings in the Transacting Parties as detailed in Section 2.3 above.

The shareholdings of the interested Directors and Major Shareholders in our Company as at the LPD are as follows:

	<-----Direct ----->		<----- Indirect ----->	
	No. of Shares	%	No. of Shares	%
<b>Interested Directors/Major Shareholders</b>				
Tan Sri Tony Fernandes	2,300,000	0.05	1,025,485,082*	23.66
Datuk Kamarudin	2,000,000	0.05	1,026,858,782**	23.70
TASB	516,485,082	11.92	-	-
TLSB	509,000,000	11.75	-	-
Dato' Fam Lee Ee	-	-	-	-

**Notes:**

\* Deemed interested by virtue of Section 8 of the Act through a shareholding of more than 20% in TLSB and TASB, both being Major Shareholders of our Company.

\*\* Deemed interested by virtue of Sections 8 and 59(11)(c) of the Act through a shareholding of more than 20% in TLSB and TASB, both being Major Shareholders of our Company and his children's interest in our Company.

The interested Directors have abstained and will continue to abstain from Board deliberations and voting on the Proposed RRPT Mandate. The interested Directors and interested Major Shareholders will abstain from voting in respect of their direct and/or indirect interests, if any, on the resolution pertaining to the Proposed RRPT Mandate at our forthcoming EGM 2.

In addition, the interested Directors and interested Major Shareholders have undertaken to ensure that the Persons Connected to them shall abstain from voting on the resolution, deliberating or approving the Proposed RRPT Mandate at our forthcoming EGM 2 in respect of their direct and/or indirect interests in our Company.

In line with corporate governance standards, one of our Directors, namely, Dato' Fam Lee Ee who is also a Non-Independent Non-Executive Chairman of AAX, have abstained and will continue to abstain from all Board deliberations and voting on the RRPTs in relation to AAX group of companies. Dato' Fam Lee Ee has also undertaken that he will ensure that Persons Connected with him, if any, will also abstain from voting on the resolution, deliberating or approving the Proposed RRPT Mandate at our forthcoming EGM 2.

## 8. DIRECTORS' RECOMMENDATION

Your Board (save for the interested Directors), having considered all aspects of the Proposed RRPT Mandate, is of the opinion that the Proposed RRPT Mandate is in our Company's best and long-term interests. Accordingly, your Board (save for the interested Directors), recommends that you vote in favour of the ordinary resolution pertaining to the Proposed RRPT Mandate to be tabled at our forthcoming EGM 2.

## 9. EGM 2

The EGM 2, the notice of which is set out in this Circular, will be held at Gateway Ballroom, Level 1, Sama-Sama Hotel, KL International Airport, Jalan CTA 4B, 64000 KLIA, Sepang, Selangor Darul Ehsan, Malaysia on Wednesday, 7 May 2025 at 11.00 a.m. or immediately after the conclusion of the Extraordinary General Meeting on the Proposed Regularisation Plan, which will be held at 10.00 a.m. on the same day, or at any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolution to give effect to the Proposed RRPT Mandate.

You are entitled to attend and vote at our forthcoming EGM 2 or appoint proxy(ies) to vote for and on your behalf. In such event, the Form of Proxy should be lodged at our registered office at Wisma Capital A, 19-04-02, 19, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia or lodged by electronic means via the TIIH Online website at <https://tiih.online>, not later than forty-eight (48) hours before the time fixed for our forthcoming EGM 2 or any adjournment thereof. Please refer to the Administrative Note for the EGM 2 on the procedures for electronic lodgement of the Form of Proxy. The lodging of the Form of Proxy will not preclude you from attending and voting in person at our forthcoming EGM 2 should you subsequently wish to do so.

**10. FURTHER INFORMATION**

You are advised to refer to Appendix for further information.

Yours faithfully,  
For and on behalf of the Board of Directors  
**CAPITAL A BERHAD**

**DATO' MOHAMED KHADAR BIN MERICAN**  
Independent Non-Executive Director

## FURTHER INFORMATION

### 1. DIRECTORS' RESPONSIBILITY STATEMENT

Our Board has seen and approved this Circular and it collectively and individually accepts full responsibility for the accuracy of the information given in this Circular and confirms that, after having made all reasonable enquiries and to the best of its knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement in this Circular false or misleading.

### 2. MATERIAL CONTRACT

Save as disclosed below, our Group has not entered into any material contracts (not being contracts entered into in the ordinary course of business) within the past two (2) years immediately preceding the date of this Circular:-

- (a) On 25 April 2024, Capital A had entered into the following:-
- (i) a conditional share sale and purchase agreement with AirAsia Group Sdn Bhd (formerly known as AirAsia Aviation Group Sdn Bhd) ("**AAG**") for the disposal of its 100% equity interest in AAGL, a wholly-owned subsidiary of the Company for a disposal consideration of RM3,000,000,000 ("Proposed AAAGL Disposal") subject to the terms and conditions as stipulated in the share sale and purchase agreement ("AAAGL SSPA"); and
  - (ii) a conditional share sale and purchase agreement with AAG for the disposal of its 100% equity interest in AAB, a wholly-owned subsidiary of the Company for a disposal consideration of RM3,800,000,000 ("Proposed AAB Disposal") subject to the terms and conditions as stipulated in the share sale and purchase agreement ("AAB SSPA").
- (b) On 26 July 2024, Capital A had entered into supplemental agreements with AAX and AAG to amend and vary certain terms and conditions of the AAAGL SSPA ("AAAGL Supplemental SSPA") and AAB SSPA ("AAB Supplemental SSPA") (collectively, "Supplemental SSPAs"). Pursuant to the Supplemental SSPAs, AAX has assumed the rights, benefits, titles, interests, obligations and liabilities of AAG to the AAAGL SSPA and AAB SSPA as the purchaser in respect of the Proposed AAAGL Disposal and Proposed AAB Disposal respectively.
- (c) On 3 September 2024, our Company entered into a deed of settlement ("Deed of Settlement") with SK Malaysia Investment I Pte. Ltd. ("SK"), MOVE Digital Sdn. Bhd. and BigPay in respect of the settlement of approximately USD60.00 million (equivalent to approximately RM266.01 million\*) as at the LPD arising from a convertible note entered into between SK and BigPay ("SK Financing").

Pursuant to the Deed of Settlement, our Company shall pay the principal sum of USD60 million (equivalent to approximately RM266.01 million\*) together with the accrued interest to SK in accordance with the agreed repayment schedule, in consideration of all agreements relating to the SK Financing being terminated and parties being discharged from its respective obligations or liabilities under the agreements.

*\*Note: Based on BNM's exchange rate of USD1.00:RM4.4335, being the middle rate published on BNM's website as at the LPD.*

- (d) Capital A had on 4 September 2024 entered into supplemental agreements with AAX to amend and vary certain terms and conditions of the AAAGL SSPA (as supplemented by the AAAGL Supplemental SSPA) (“AAAGL Second Supplemental SSPA”) and AAB SSPA (as supplemented by the AAB Supplemental SSPA) (“AAB Second Supplemental SSPA”) (collectively, “Second Supplemental SSPAs”). Pursuant to the AAAGL Second Supplemental SSPA and AAB Second Supplemental SSPA, Capital A shall, before the completion date of the Proposed AAAGL Disposal and Proposed AAB Disposal respectively, obtain the approvals and/or consents for the release and/or discharge of any corporate guarantee and/or security provided by Capital A Group (excluding AAAGL Group and AAB Group) in favour of lenders/financiers of the AAAGL Group and AAB Group.

### 3. MATERIAL LITIGATION, CLAIMS OR ARBITRATION

As at the LPD, save as disclosed below, our Group is not involved in any material litigation, claims or arbitration, either as plaintiff or defendant, and our Board is not aware of any proceedings, pending or threatened, against our Group or any facts which are likely to give rise to any proceedings which may materially and adversely affect the business or financial position of our Group:

- (i) Arbitration matter involving Mr. Christopher Davison and Mr. Navin Rajagopalan (as claimants) v AirAsia Digital Sdn Bhd (“AA Digital”), AAB and BigPay (as respondents) at Singapore International Arbitration Centre in respect of disputes arising from the shareholder disputes in relation to BigPay

On 17 March 2017, the claimants, AAB and BigPay have entered into the following agreements in relation to the regulation of affairs of BigPay:

- (1) Shareholders’ agreement which sets out the terms governing the relationship between the shareholders of BigPay (“**BigPay SHA**”); and
- (2) Investment agreement which sets out the terms and conditions relating to AAB’s investment in BigPay (“**BigPay IA**”).

On 18 November 2021, the claimants issued a notice of arbitration against AA Digital, AAB and BigPay under the Arbitration Rules of the Singapore International Arbitration Centre 2016, in respect of the decision taken by AA Digital to terminate the BigPay SHA and BigPay IA. The claimants, as minority shareholders of BigPay, claimed for breaches and wrongful termination of the BigPay IA and BigPay SHA by the respondents and minority oppression under section 216(1) of the Companies Act 1967 of Singapore (“**Singapore Companies Act**”). The claimants made claims in the region of USD140,000,000 to USD183,000,000 (equivalent to approximately RM620,690,000 to RM811,330,500\*), and the main relief sought by the claimants was a buy-out by AA Digital of the shares held by the claimants in BigPay.

On 27 December 2024, the Singapore International Arbitration Centre issued a partial award wherein AA Digital was ordered to buy out the BigPay shares held by the claimants at the buyout price of USD14,736,000 (equivalent to RM65,332,056\*).

The arbitral tribunal will next consider the issue of costs and interest. In relation thereto, parties have filed their respective submissions to the arbitral tribunal on 20 January 2025.

AA Digital, through its solicitors, filed an application in the Singapore High Court on 26 March 2025 to set aside the aforementioned partial award. A case conference has been scheduled for 24 April 2025. The claimants have 14 days to reply to the application, though they are expected to seek an extension of time.

\*Note: Based on BNM’s exchange rate of USD1.00:RM4.4335, being the middle rate published on BNM’s website as at the LPD.

(ii) Litigation involving AirAsia (India) Limited (“AAIL”) and Commissioner of Central Tax, Bangalore North

During the course of the operations of AAIL, AAIL had received certain demands and assessment orders from the tax authorities in India in respect of assessment years 2016-17, 2017-18, 2018-19 and 2020-21. The maximum liability of our Group which may arise from the tax demands is approximately RM253.7 million based on 49% of the aggregate liability of AAIL of INR10,022.2 million (equivalent to approximately RM517.8 million\*).

In the midst of the ongoing litigation, the Indian Government announced a litigation settlement scheme i.e., Vivad Se Vishwas scheme (“VSV”) which provides an option to pay only the base tax, and the underlying interest and penalty shall be waived. Considering the facts of the case, an application was filed under VSV on 30 December 2024, a pre-requisite of which was payment of the base tax amounting to INR1,543.4 million (equivalent to approximately RM79.7 million\*), of which the Group was liable for 49% which amounted to INR756.3 million (equivalent to approximately RM39.1 million\*). Currently, the VSV application for all assessment years have been approved by the Principal Commissioner, save for the VSV application for assessment year 2018-19 which is still pending approval from the Principal Commissioner.

*\*Note: Based on BNM's exchange rate of INR100:RM5.1664, being the middle rate published on BNM's website as at the LPD.*

#### 4. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents are available for inspection at our registered office at Wisma Capital A, 19-04-02, 19, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia during office hours on Mondays to Fridays (except public holidays) from the date of this Circular up to and including the date of our forthcoming EGM 2:

- (i) our Constitution;
- (ii) our audited consolidated financial statements for the past 2 financial years up to the FYE 31 December 2023 and our latest unaudited consolidated financial statements for the FYE 31 December 2024;
- (iii) material contracts referred to in Section 2 above; and
- (iv) the relevant cause papers in respect of the material litigations referred to in Section 3 above.

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**PART B**  
**PROPOSED ALLOCATION**

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## DEFINITIONS

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Except where the context otherwise requires, the following definitions shall apply throughout Part B of this Circular:

AAAGL	:	AirAsia Aviation Group Limited
AAB	:	AirAsia Berhad
AAX	:	AirAsia X Berhad
Act	:	Companies Act 2016
Board	:	Board of Directors of our Company
Bursa Securities	:	Bursa Malaysia Securities Berhad
By-Laws	:	The rules, terms and conditions governing the LTIS as set out in Appendix I of this Circular
Capital A or Company	:	Capital A Berhad (formerly known as AirAsia Group Berhad)
Capital A Group or Group	:	Collectively, Capital A and our subsidiaries
Capital A Shares or Shares	:	Ordinary shares in our Company
Circular	:	This circular to shareholders dated 15 April 2025 comprising Part A – Letter to our shareholders in relation to the Proposed RRPT Mandate, and Part B – Letter to our shareholders in relation to the Proposed Allocation
Consideration Shares	:	2,307,692,307 new ordinary shares in AAX to be issued at RM1.30 for the Proposed AAAGL Disposal
Constitution	:	The constitution of our Company
Datuk Kamarudin	:	Datuk Kamarudin bin Meranun
Distribution Shares	:	1,692,307,692 Consideration Shares to be distributed to the entitled shareholders of our Company pursuant to the Proposed Distribution
Effective Date	:	2 August 2021, being the implementation date of the LTIS and the date upon which our Company had fully complied with the provisions of the Listing Requirements in relation to the LTIS
EGM 2	:	Extraordinary General Meeting 2
Eligible Person(s)	:	Director(s) and/or employee(s) of Capital A, which are not dormant, who meet the criteria of eligibility for participation in the LTIS in the manner as indicated in the By-Laws
EPS	:	Earnings per Capital A Share
ESOS	:	Employee share option scheme pursuant to our LTIS
ESOS Award(s)	:	An award of ESOS Option(s)
ESOS Grantee(s)	:	Eligible Person(s) who has accepted an ESOS Award(s)
ESOS Option(s)	:	An option granted to the Eligible Person(s) to subscribe for new Shares at a pre-determined specified Exercise Price, subject to vesting conditions

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**DEFINITIONS (CONT'D)**

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Exercise Price	:	The price at which an ESOS Grantee shall be entitled to subscribe for each new Share upon the exercise of an ESOS Option
FYE	:	Financial year ended
Listing Requirements	:	The Main Market Listing Requirements of Bursa Securities, including any amendments that may be made from time to time
LPD	:	27 March 2025, being the latest practicable date prior to the date of this Circular
LTIS	:	Long term incentive scheme of our Company comprising the ESOS and SGS
LTIS Award(s)	:	ESOS Award(s) and/or SGS Award(s) under the LTIS
LTIS Committee	:	A committee appointed by our Board to administer the LTIS in accordance with the terms of the By-Laws
MFRS	:	Malaysian Financial Reporting Standards
NA	:	Net assets
NRC	:	Nomination and Remuneration Committee of our Company
Proposed Allocation	:	Proposed allocation of the LTIS Awards under our LTIS to Tan Sri Tony Fernandes and Datuk Kamarudin
Proposed AAAGL Disposal	:	Proposed disposal by our Company of our entire 100% equity interest (including any forms of capital distribution and any unissued capital) in AAAGL held by our Company to AAX for the disposal consideration of RM3,000.0 million which will be satisfied by way of the Consideration Shares
Proposed AAB Disposal	:	Proposed disposal by our Company of our entire 100% equity interest (including any forms of capital distribution and any unissued capital) in AAB held by our Company to AAX for the disposal consideration of RM3,800.0 million which will be satisfied by way of assumption by AAX of an amount of RM3,800.0 million owing by our Company to AAB
Proposed Corporate Exercises	:	Collectively, the Proposed Disposals and Proposed Distribution
Proposed Disposals	:	Collectively, the Proposed AAAGL Disposal and Proposed AAB Disposal
Proposed Distribution	:	Proposed distribution of the Distribution Shares to the entitled shareholders of our Company based on their respective shareholdings in our Company on the entitlement date by way of a reduction and repayment of our Company's issued share capital pursuant to Section 116 of the Act
Proposed Regularisation Plan	:	Proposed regularisation plan to regularise our Company's financial condition in accordance with Paragraph 8.04(3) of the Listing Requirements comprising the proposed reduction of the issued share capital of our Company of up to RM6,000.0 million pursuant to Section 116 of the Act to set-off the accumulated losses of our Group
RCUIDS	:	The 7-year redeemable convertible unsecured Islamic debt securities 2021/2028 issued by our Company and constituted by Trust Deed
SGS	:	Share grant scheme pursuant to our LTIS

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**DEFINITIONS (CONT'D)**

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SGS Award(s)	:	An award of Shares via the SGS
SGS Grantee(s)	:	Eligible Person(s) who has accepted an SGS Award(s)
Tan Sri Tony Fernandes	:	Tan Sri Anthony Francis Fernandes
TASB	:	Tune Air Sdn Bhd
TLSB	:	Tune Live Sdn Bhd
Trust Deed	:	The trust deed dated 18 November 2021, as supplemented by the supplemental trust deed dated 5 November 2024, between our Company and Malaysian Trustees Berhad, which constitutes the RCUIDS
VWAMP	:	Volume-weighted average market price
Warrants	:	Warrants 2021/2028 in our Company

All references to “**our Company**” in this Circular are to Capital A, references to “**our Group**” are to our Company and our subsidiaries, collectively, and references to “**we**”, “**us**”, “**our**” and “**ourselves**” are to our Company, and where the context requires, shall include our subsidiaries. All references to “**you**” in this Circular are to our shareholders.

Unless specifically referred to, words denoting the singular shall include the plural and vice versa and words denoting the masculine gender shall include the feminine and/or neuter genders and vice versa. References to persons shall include corporations.

Any reference to time of day in this Circular is a reference to Malaysian time, unless otherwise stated.

Any reference in this Circular to any enactment or guidelines is a reference to that enactment or guidelines as for the time being amended or re-enacted.



**CAPITAL A BERHAD**  
(Registration No. 201701030323 (1244493-V))  
(Incorporated in Malaysia)

**Registered Office:**

Wisma Capital A, 19-04-02  
19, Lorong Dungun  
Bukit Damansara  
50490 Kuala Lumpur  
Wilayah Persekutuan  
Malaysia

15 April 2025

**Board of Directors:**

Datuk Kamarudin bin Meranun (*Non-Independent Executive Chairman*)  
Tan Sri Anthony Francis Fernandes (*Non-Independent Executive Director and Chief Executive Officer*)  
Dato' Abdel Aziz @ Abdul Aziz bin Abu Bakar (*Non-Independent Non-Executive Director*)  
Dato' Fam Lee Ee (*Senior Independent Non-Executive Director*)  
Dato' Mohamed Khadar bin Merican (*Independent Non-Executive Director*)  
Brig Gen (R) Fadzillah binti Abdullah (*Independent Non-Executive Director*)

**To: Our shareholders**

Dear Sir/Madam,

**PROPOSED ALLOCATION**

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**1. INTRODUCTION**

On 24 March 2025, our Board announced that our Company proposed to seek our shareholders' approval for the Proposed Allocation at an extraordinary general meeting to be convened.

Under the terms of the By-Laws, Tan Sri Tony Fernandes, being our Executive Director and Chief Executive Officer, and Datuk Kamarudin, being our Executive Chairman, are eligible to participate in the LTIS which was implemented on 2 August 2021.

Pursuant to Paragraph 6.06(1) of the Listing Requirements, a listed issuer must ensure that it or any of its subsidiaries does not issue shares or otherwise convertible securities to the following persons unless shareholders in general meeting have approved the specific allotment to be made to such persons:

- (i) a director, major shareholder or chief executive of the listed issuer or a holding company of the listed issuer ("**interested director**", "**interested major shareholder**" and "**interested chief executive**"); or
- (ii) a person connected with an interested director, interested major shareholder or interested chief executive.

**THE PURPOSE OF PART B OF THIS CIRCULAR IS TO PROVIDE YOU WITH THE DETAILS OF THE PROPOSED ALLOCATION AND TO SEEK YOUR APPROVAL FOR THE ORDINARY RESOLUTIONS PERTAINING TO THE PROPOSED ALLOCATION TO BE TABLED AT OUR FORTHCOMING EGM 2. THE NOTICE OF EGM 2 AND THE FORM OF PROXY ARE ENCLOSED IN THIS CIRCULAR.**

**YOU ARE ADVISED TO READ AND CAREFULLY CONSIDER THE CONTENTS OF PART B OF THIS CIRCULAR TOGETHER WITH THE APPENDICES BEFORE VOTING ON THE ORDINARY RESOLUTIONS PERTAINING TO THE PROPOSED ALLOCATION TO BE TABLED AT OUR FORTHCOMING EGM 2.**

## **2. DETAILS OF THE PROPOSED ALLOCATION**

### **2.1 Proposed Allocation to Tan Sri Tony Fernandes and Datuk Kamarudin**

The LTIS was implemented by our Company with the intention to align the motivation of the Eligible Persons to the corporate goals of our Group and our shareholders' interests, by allowing them to participate in the LTIS and benefit from the increase in the share price of our Company.

Our Board (save for Tan Sri Tony Fernandes and Datuk Kamarudin) proposes to offer and grant the LTIS Awards to Tan Sri Tony Fernandes and Datuk Kamarudin to recognise and reward them by giving recognition to their contributions to the Proposed Regularisation Plan, subject to the provisions of the By-Laws and provided always that:

- (i) they do not participate in the deliberation or discussion of their own allocation and the allocation to any persons connected to each of them;
- (ii) not more than 10% of the new Shares available under the LTIS shall be allocated to each of them who, either singly or collectively through persons connected with each of them, holds 20% or more in the issued share capital (excluding treasury shares, if any) of the Company; and
- (iii) subject always to such terms and conditions and/or any adjustments which may be made in accordance with the By-Laws governing and constituting the LTIS and the Listing Requirements or any prevailing guidelines issued by Bursa Securities or any other relevant authorities, as amended from time to time.

Premised on the above and based on the total number of issued shares of our Company as at the LPD of 4,333,647,059 Capital A Shares, each of Tan Sri Tony Fernandes and Datuk Kamarudin may be offered and granted up to 43,336,470 new Shares available under the LTIS. The indicative allocation to each of Tan Sri Tony Fernandes and Datuk Kamarudin is up to 43,336,470 new Shares under the SGS, subject to the recommendation of the LTIS Committee and approval from the NRC. The allocation of up to 43,336,470 new Shares each to Tan Sri Tony Fernandes and Datuk Kamarudin under the LTIS comply with the By-Laws and the Listing Requirements.

For clarity, the granting of the LTIS Awards under the Proposed Allocation are conditional upon the completion of the Proposed Corporate Exercises, Proposed Regularisation Plan and the upliftment of the PN17 status of our Company, and any other vesting conditions as may be recommended by the LTIS Committee and approved by the NRC. Barring any unforeseen circumstances, the Proposed Corporate Exercises and Proposed Regularisation Plan are expected to be completed by the end of 2<sup>nd</sup> quarter of 2025.

### **2.2 Information on the LTIS**

The LTIS entails a long term incentive scheme of up to 10% of the total number of issued shares of Capital A (excluding treasury shares, if any) at any one time throughout the duration of the LTIS for the Eligible Persons in accordance with the By-Laws and subject to the LTIS not contravening any foreign laws, regulatory requirements and/or administrative constraints in the respective countries.

In the event that any foreign laws, regulatory requirements and/or administrative constraints prevent or restrict the ability of Capital A to allow the Eligible Persons of overseas subsidiaries to participate in the LTIS, an alternative, i.e. a cash based long term incentive plan (which reflects the benefits accrued to Eligible Persons covered under the LTIS) may be put in place to ensure equitable treatment of employees covered by similar terms and conditions across Capital A.

The salient terms of the LTIS which comprises the ESOS and SGS are set out below:

- (i) The ESOS is intended to reward selected eligible employees and directors (excluding non-executive directors) of our Group (excluding dormant subsidiaries) by granting them an option to subscribe for new Shares at a pre-determined specified exercise price, subject to the terms and conditions of the By-Laws.

An ESOS Award once accepted by an Eligible Person, may be vested on a 3-year cliff vesting, i.e. 100% may be vested at the end of the 3 years from the grant date over the duration of the LTIS, subject to the achievement of certain performance conditions, as may be determined by the LTIS Committee in accordance with the By-Laws, which includes, but is not limited to, the Share price performance. The ESOS Awards when vested and exercised under the ESOS will be satisfied by the allotment and issuance of new Shares.

The price at which an ESOS Grantee shall be entitled to subscribe for each new Share upon the exercise of an ESOS Option shall be based on the 5-day VWAMP of Shares immediately preceding the date of the ESOS Award, with a discount of not more than 10% or such other percentage of discount as may be permitted by Bursa Securities and/or any other relevant authorities from time to time.

- (ii) The SGS is intended to award new Shares to all Eligible Persons who may be awarded cash bonuses above a certain threshold to be determined by the LTIS Committee. These awards will be subject to certain conditions as may be determined by the LTIS Committee, in accordance with the By-Laws. These conditions may also include certain performance conditions as set out in Capital A's annual bonus scheme, or any other performance conditions as may be determined by the LTIS Committee from time to time. An SGS Award, once accepted by the Eligible Person, will vest in the SGS Grantee at no cost to the SGS Grantee if the vesting conditions stipulated in the said SGS Award (if any) have been satisfied on the vesting date(s). An SGS Award under the SGS may be granted on a staggered basis over the duration of the LTIS.

### **2.3 Maximum number of new Shares available under the LTIS**

The maximum number of new Shares which may be issued under the LTIS, and any other employee share scheme of our Company which may be implemented from time to time by Capital A, shall not exceed in aggregate of 10% of the total number of issued Shares (excluding treasury shares, if any) at any point in time throughout the duration of the LTIS. The intended allocation of the ESOS and SGS is approximately 6% and 4% of the total number of issued Shares (excluding treasury shares, if any) respectively.

### **2.4 Basis of allocation and maximum allowable allotment**

The allocation of new Shares to be made available for the LTIS Award(s) under the LTIS shall be determined by and at the sole discretion of the LTIS Committee.

The aggregate number of new Shares that may be allocated to any one of the Eligible Persons under the LTIS shall be determined at the absolute discretion of the LTIS Committee, after taking into consideration any performance target(s) during a performance period and/or such other criteria as the LTIS Committee may decide in its discretion (subject always to the By-Laws and any applicable law) and subject to the final approval by the NRC.

Notwithstanding the above, the maximum number of new Shares that may be offered to an Eligible Person shall be subject to the following:

- (i) not more than 10% of the total number of new Shares to be made available under the LTIS shall be allocated to any Eligible Person who, either singly or collectively through persons connected with the Eligible Person, holds 20% or more of the total number of Shares; and
- (ii) not more than 80% of the new Shares available under the LTIS shall be allocated in aggregate to the executive directors and senior management of our Group.

The maximum allocation of new Shares to be made available over the duration of the LTIS will not exceed in aggregate 10% of the issued and paid-up share capital of our Company (excluding treasury shares, if any) on a fully diluted basis, which includes any increase in the number of issued Shares arising from conversion of RCUIDS or exercise of Warrants at any point of time during the duration of the LTIS, in compliance with the Listing Requirements.

The interested directors and senior management of our Group shall not participate in the deliberation or discussion of his/her own allocation and allocation to person connected to them under the LTIS.

The LTIS Committee shall have the discretion in determining:

- (i) whether the allocation available shall be awarded in a single LTIS Award, or several separate and independent LTIS Awards; and
- (ii) where the allocation is awarded in several separate and independent LTIS Awards, the number of new Shares comprised in each LTIS Award as well as, amongst others, the vesting date(s) and vesting conditions for each LTIS Award, if any.

The details of the ESOS Options granted since the Effective Date up to the LPD are as follows:

<b>Date of grant</b>	<b>No. of ESOS Options</b>			
	<b>Granted</b>	<b>Exercised</b>	<b>Lapsed</b>	<b>Balance as at LPD</b>
3 August 2021	159,400,000 <sup>(a)</sup>	-	159,400,000	-

**Note:**

- (a) All the 159,400,00 ESOS Options were granted to the senior management of our Group and none were granted to our executive directors. The aforementioned ESOS Options were deemed cancelled on 31 August 2024 as the conditions for vesting of the ESOS Options (which was originally scheduled for vesting on 31 August 2024) were not met. Hence, none of the aforementioned ESOS Options were exercised.

There were no SGS Awards granted under the SGS since the Effective Date up to the LPD.

## **2.5 Duration of the LTIS**

The LTIS is in force for a period of 6 years which shall expire on 2 August 2027.

The LTIS may be extended for a further period of up to 4 years immediately from the expiry of the first 6 years at the discretion of our Board upon the recommendation of our LTIS Committee. Any renewal of the LTIS shall not, in aggregate with the initial term, exceed 10 years from the Effective Date of implementation of the LTIS, or such longer period as may be allowed by Bursa Securities and/or any other relevant authorities.

On expiry of the LTIS, any LTIS Awards which have yet to be vested (whether fully or partially) or ESOS Options which have been vested but remained unexercised, shall be deemed terminated and be null and void.

The LTIS may be terminated by the LTIS Committee at any time without having to assign any reason before the date of expiry of the LTIS, provided that our Company makes an announcement immediately of the termination to Bursa Securities.

## **2.6 Ranking of the new Shares to be issued pursuant to the LTIS**

The new Shares shall, upon allotment and issuance, rank pari passu in all respects with the existing new Shares in issue, save and except that the new Shares will not be entitled to any entitlements, including dividends or other distributions that may be declared, made or paid for which the relevant entitlement date is prior to the date of allotment and issuance of the new Shares.

## **2.7 Retention period**

The new Shares to be allotted and issued to the Eligible Persons pursuant to the LTIS will not be subjected to any retention period unless the LTIS Committee stipulates otherwise upon granting of the LTIS Awards.

## **2.8 Utilisation of proceeds**

Our Company will receive proceeds from the exercise of the ESOS Options by the ESOS Grantees. However, the amount of proceeds to be received cannot be determined at this juncture as it will depend on, amongst others, the number of ESOS Options granted and exercised at the relevant point in time and the Exercise Price. The proceeds from the exercise of the ESOS Options will be used, amongst others, for our Group's working capital purposes, including but not limited to payment of trade and other payables, employee costs, marketing and administrative expenses. Such proceeds are expected to be utilised within a period of 12 months, as and when received throughout the duration of the LTIS.

Our Company will not receive any proceeds pursuant to the issue of new Shares to the SGS Grantees under the SGS, as the SGS Grantees will not be required to pay for the new Shares to be issued to them pursuant to the SGS Awards.

## **3. RATIONALE AND BENEFITS OF THE PROPOSED ALLOCATION**

The LTIS was implemented by our Company with the intention to align the motivation of the Eligible Persons to the corporate goals of our Group and our shareholders' interests, by allowing them to participate in the LTIS and benefit from the increase in the share price of our Company.

The Proposed Allocation is intended to be undertaken to recognise and reward Tan Sri Tony Fernandes and Datuk Kamarudin by giving recognition to their contributions to the Proposed Regularisation Plan. Tan Sri Tony Fernandes and Datuk Kamarudin both joined our Board on 30 March 2018. Both of them have not been awarded with any LTIS Award since the Effective Date up to the LPD. As at the LPD, there is no concurrent proposed allocation to other employees of our Group.

## **4. EFFECTS OF THE PROPOSED ALLOCATION**

### **4.1 Issued share capital**

The Proposed Allocation is not expected to have any immediate effect on the issued share capital of Capital A until such time when new Shares are issued arising from the vesting of the Shares comprised in the SGS Awards and/or exercise of the ESOS Options.



### **4.3 NA per Share and gearing**

Save for the potential impact of MFRS 2 on 'Share-based Payment' issued by the Malaysian Accounting Standards Board as set out in Section 4.4 below, if the Proposed Allocation is settled by new Shares, the Proposed Allocation is not expected to have an immediate effect on the consolidated NA, NA per Share and gearing of our Company until such time the ESOS Options are exercised and/or new Shares comprised in the SGS Awards are vested. The effects will depend on the following:

- (i) in respect of the ESOS Awards, the number of new Shares to be issued pursuant to the exercise of the ESOS Options and the Exercise Price; and
- (ii) in respect of the SGS Awards, the number of new Shares to be awarded pursuant to the vesting of Shares comprised in the SGS Awards.

For illustration purposes, upon exercise of the ESOS Options, the consolidated NA per share is expected to:

- (i) increase if the Exercise Price is higher than the consolidated NA per share; or
- (ii) decrease if the Exercise Price is lower than the consolidated NA per share,

at such point of exercise and/or vesting.

In respect of the SGS Awards, if it is settled by way of issuance of new Shares, the consolidated NA per share of our Company is expected to be diluted following the allotment and issuance of new Shares to satisfy the SGS Awards. If the SGS Awards is settled by cash, the consolidated NA and NA per share of our Company is expected to be reduced, and the gearing of our Company is expected to be increased accordingly.

### **4.4 Earnings and EPS**

The Proposed Allocation is not expected to have any immediate effect on the consolidated earnings and EPS of our Company until such time when the LTIS Awards are granted. According to MFRS 2, the costs arising from the LTIS Awards are required to be measured at the date on which the LTIS Awards are granted and recognised as an expense in our statement of profit or loss and other comprehensive income over the vesting period of the LTIS Awards, which may have an effect on our future earnings and EPS.

Any potential effects of the Proposed Allocation on our earnings and EPS in the future, as a result of the recognition of the expense, cannot be determined at this juncture as it would depend on the number of new Shares comprised in the LTIS Awards, number of ESOS Options granted and exercised, the Exercise Price payable upon the exercise of the ESOS Options under the ESOS and various factors that affect the fair value of the ESOS Options and/or the SGS Awards.

The potential cost of the LTIS Awards does not represent a cash outflow as it is only an accounting treatment. For avoidance of doubt, there will be cash outflow if the SGS Awards is fully or partially satisfied in cash.

#### **4.5 Convertible securities**

Save for the following, our Company does not have any other convertible securities in issue as at the LPD:

**(i) RCUIDS**

As at the LPD, there are 863,762,110 RCUIDS which remain in issue and are convertible into new Shares at a conversion price of RM0.75. Based on the relevant provision of the Trust Deed, the Proposed Allocation will not give rise to an adjustment to the conversion price or conversion ratio of the RCUIDS.

**(ii) Warrants**

As at the LPD, 649,670,148 Warrants remain outstanding in Capital A. Based on the relevant provisions of the deed poll constituting the Warrants dated 18 November 2021, the Proposed Allocation will not give rise to an adjustment to the exercise price of the Warrants.

**(iii) ESOS Options**

As at the LPD, there are no outstanding ESOS Options in Capital A under the LTIS. All ESOS Options previously granted by Capital A were deemed cancelled on 31 August 2024 as the conditions for vesting of the ESOS Options (which was originally scheduled for vesting on 31 August 2024) were not met. For information purposes, the aforementioned ESOS Options would have been vested on 31 August 2024 provided that all the conditions for vesting of the ESOS Options were met, amongst others, the ESOS Grantees must remain in service for a period of 3 years from the date of grant up to the vesting date and that our share price on the vesting date must range from RM1.50 to RM2.00 and above.

#### **5. APPROVAL REQUIRED**

The Proposed Allocation is subject to the approval of our shareholders at our forthcoming EGM 2.

#### **6. CONDITIONALITY OF THE PROPOSED ALLOCATION**

Save for the Proposed RRPT Mandate (as contained in Part A of this Circular), Proposed Allocation, Proposed Corporate Exercises and Proposed Regularisation Plan, there is no other intended corporate exercise/scheme which has been announced by us but not yet completed before the printing of this Circular.

The granting of the LTIS Awards under the Proposed Allocation are conditional upon the completion of the Proposed Corporate Exercises, Proposed Regularisation Plan and the upliftment of the PN17 status of our Company, and any other vesting conditions as may be recommended by the LTIS Committee and approved by the NRC. The Proposed Allocation is not conditional upon the Proposed RRPT Mandate or any other proposals to be undertaken by the Company.

## 7. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED

Tan Sri Tony Fernandes and Datuk Kamarudin are deemed interested in the Proposed Allocation by virtue of the allocation of the LTIS Awards to them. As such, Tan Sri Tony Fernandes and Datuk Kamarudin have abstained and will continue to abstain from deliberating and voting at all relevant Board meetings on the Proposed Allocation.

Tan Sri Tony Fernandes and Datuk Kamarudin will abstain and have undertaken to ensure that persons connected with them (if any) will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the ordinary resolutions pertaining to the Proposed Allocation at our forthcoming EGM 2.

TLSB and TASB, being the major shareholders of our Company, are deemed interested in the Proposed Allocation as TLSB and TASB are persons connected with Tan Sri Tony Fernandes and Datuk Kamarudin, where they are major shareholders of TLSB and TASB respectively.

TLSB and TASB will abstain and have undertaken to ensure that persons connected with them (if any) will abstain from voting in respect of their direct and/or indirect shareholdings in our Company on the ordinary resolutions pertaining to the Proposed Allocation at the forthcoming EGM 2.

The direct and indirect shareholdings of Tan Sri Tony Fernandes, Datuk Kamarudin, TLSB and TASB in our Company as at the LPD are as follows:

	Direct		Indirect	
	No. of Shares	%	No. of Shares	%
Tan Sri Tony Fernandes	2,300,000	0.05	1,025,485,082 <sup>(1)</sup>	23.66
Datuk Kamarudin	2,000,000	0.05	1,026,858,782 <sup>(2)</sup>	23.70
TLSB	509,000,000	11.75	-	-
TASB	516,485,082	11.92	-	-

### Note:

<sup>(1)</sup> Deemed interested by virtue of Section 8 of the Act through a shareholding of more than 20% in TLSB and TASB.

<sup>(2)</sup> Deemed interested by virtue of Sections 8 and 59(11)(c) of the Act through a shareholding of more than 20% in TLSB and TASB, and his children's interest in our Company.

Save as disclosed above, none of our Directors, major shareholders, chief executive, and/or persons connected with them have any interest, whether direct or indirect, in the Proposed Allocation.

## 8. DIRECTORS' RECOMMENDATION

Our Board (save for Tan Sri Tony Fernandes and Datuk Kamarudin), after having considered all aspects of the Proposed Allocation, is of the opinion that the Proposed Allocation is in the best interest of our Company.

Accordingly, our Board (save for Tan Sri Tony Fernandes and Datuk Kamarudin) recommends that you vote in favour of the ordinary resolutions in relation to the Proposed Allocation to be tabled at our forthcoming EGM 2.

## 9. ESTIMATED TIME FRAME FOR IMPLEMENTATION

Barring any unforeseen circumstances, the Proposed Allocation is expected to be implemented by the 4<sup>th</sup> quarter of 2025 after the completion of the Proposed Regularisation Plan and the upliftment of the PN17 status of our Company.

## 10. HISTORICAL SHARE PRICES

The monthly highest and lowest transacted market prices of our Shares for the past 12 months from April 2024 to March 2025 are as follows:

	<b>High (RM)</b>	<b>Low (RM)</b>
<b><u>2024</u></b>		
April	0.810	0.650
May	0.930	0.795
June	0.880	0.795
July	1.140	0.810
August	0.840	0.715
September	1.010	0.720
October	1.020	0.850
November	1.090	0.950
December	1.030	0.935
<b><u>2025</u></b>		
January	1.030	0.905
February	0.945	0.820
March	0.880	0.770

The last transacted market price of our Shares as at the LPD 0.825

(Source: Bloomberg)

## 11. EGM 2

The EGM 2, the notice of which is set out in this Circular, will be held at Gateway Ballroom, Level 1, Sama-Sama Hotel, KL International Airport, Jalan CTA 4B, 64000 KLIA, Sepang, Selangor Darul Ehsan, Malaysia on Wednesday, 7 May 2025 at 11.00 a.m. or immediately after the conclusion of the Extraordinary General Meeting on the Proposed Regularisation Plan, which will be held at 10.00 a.m. on the same day, or at any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without modifications, the ordinary resolutions to give effect to the Proposed Allocation.

You are entitled to attend and vote at our forthcoming EGM 2 or appoint proxy(ies) to vote for and on your behalf. In such event, the Form of Proxy should be lodged at our registered office at Wisma Capital A, 19-04-02, 19, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia or lodged by electronic means via the TIH Online website at <https://tiah.online>, not later than forty-eight (48) hours before the time fixed for our forthcoming EGM 2 or any adjournment thereof. Please refer to the Administrative Note for the EGM 2 on the procedures for electronic lodgement of the Form of Proxy. The lodging of the Form of Proxy will not preclude you from attending and voting in person at our forthcoming EGM 2 should you subsequently wish to do so.

## 12. FURTHER INFORMATION

You are advised to refer to the Appendices of this Circular enclosed herein for further information.

Yours faithfully,  
For and on behalf of the Board  
**CAPITAL A BERHAD**

**DATO' FAM LEE EE**  
Senior Independent Non-Executive Director

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**BY-LAWS FOR THE LTIS**


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**CAPITAL A BERHAD  
EMPLOYEES' LONG TERM INCENTIVE SCHEME**

**DEFINITIONS AND INTERPRETATION**

In these By-Laws, the following words and expressions shall bear the following meanings, unless the context otherwise requires.

<b>“Act”</b>	means the Companies Act, 2016, as amended from time to time and any re-enactment thereof.
<b>“Adviser”</b>	has the meaning ascribed to it in the Listing Requirements.
<b>“Auditor”</b>	mean any approved company auditor as defined under the Act.
<b>“Award Shares”</b>	means Share(s) comprised in the LTIS that have vested pursuant to the Share Vesting Schedule.
<b>“Board”</b>	means the board of directors of the Company for the time being.
<b>“Bursa Securities”</b>	means Bursa Malaysia Securities Berhad.
<b>“By-Laws”</b>	means the terms and conditions of the LTIS as set forth in these By-Laws as amended, modified and/or supplemented from time to time.
<b>“Company”</b>	means AirAsia Group Berhad (Registration No.: 201701030323 (1244493-V)), a public company limited by shares and incorporated in Malaysia.
<b>“Constitution”</b>	means the constitution of the Company.
<b>“Disciplinary Proceedings”</b>	means proceedings instituted by a Group Company against an Eligible Employee and/or Participant for any alleged misbehaviour, misconduct and/or any other act of the Eligible Employee and/or Participant deemed to be unacceptable by that Group Company in the course of employment of that Eligible Employee and/or Participant whether or not such proceedings may give rise to a dismissal or termination of the contract of service of such Eligible Employee and/or Participant.
<b>“Effective Date”</b>	means the date upon which the Company has fully complied with the provisions of the Main Market Listing Requirements of Bursa Securities in relation to the LTIS.
<b>“Eligible Employee”</b>	means an employee of a Group Company who is selected to be eligible for participation in the LTIS as set forth in <b>By-Law 7</b> , and <b>“Eligible Employees”</b> means any two or more of them.
<b>“Financial Year”</b>	means the financial year of the Company.

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**BY-LAWS FOR THE LTIS (CONT'D)**


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<b>“Good Leaver”</b>		means a Participant who has ceased or terminated his/her employment with the relevant Group Company due to:
		(i) retirement on attaining the retirement age under the Group’s retirement policy;
		(ii) retirement before attaining the normal retirement age by reason of ill-health, injury, medically boarded-out, physical or mental disability;
		(iii) redundancy or voluntary separation scheme;
		(iv) mutually agreed separation which is recorded via a mutual separation agreement; or
		(v) any other circumstances which are acceptable to the Scheme Committee in its sole and absolute discretion.
<b>“Group”</b>		means, collectively, the Company and its Subsidiaries (excluding dormant Subsidiaries) and <b>“Group Company”</b> shall mean any one of them.
<b>“Listing Requirements”</b>		means the Main Market Listing Requirements of Bursa Securities, as amended from time to time
<b>“LTIS”</b>		means the AirAsia Group Berhad Employees’ Long Term Incentive Scheme set up under and governed by these By-Laws.
<b>“Market Day”</b>		means any day between Monday and Friday (both days inclusive) which is not a public holiday, and on which Bursa Securities is open for the trading of securities.
<b>“Maximum Allocation”</b>	<b>Allowable</b>	has the meaning ascribed to it in <b>By-Law 5.1</b> .
<b>“Maximum Shares”</b>		has the meaning as ascribed to it in <b>By-Law 4</b> .
<b>“NRC”</b>		means the Nomination and Remuneration Committee of the Company.
<b>“Participant”</b>		means an Eligible Employee who has accepted the Share Grant Award or Share Option Offer in the manner indicated in <b>By-Law 10</b> (as maybe applicable in the context of these By-Laws), and <b>“Participants”</b> means any two or more of them.
<b>“Performance Period”</b>		means the period in which the Performance Targets, as stipulated by the Scheme Committee and communicated to the Eligible Employees, are required to be achieved.
<b>“Performance Targets”</b>		means (i) the performance conditions recommended by the Scheme Committee and approved by the NRC, and as communicated to the Eligible Employees and (ii) such other conditions as may be determined by the Scheme Committee at its sole and absolute discretion and communicated to the Eligible Employees from time to time, which are to be achieved by the Group Company during the Performance Period.

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**BY-LAWS FOR THE LTIS (CONT'D)**


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<b>“Poor Leaver”</b>	means a Participant who has ceased or terminated his/her employment with the relevant Group Company and is not deemed as a Good Leaver pursuant to these By-Laws.
<b>“Scheme Committee”</b>	means the committee for the LTIS established pursuant to <b>By-Law 20.1</b> with such powers to perform such acts as are deemed necessary or expedient to promote and give full effect to the LTIS, in the best interest of the Company.
<b>“Service Period”</b>	means the period determined by the Scheme Committee and stipulated in the Share Grant Letter / Share Option Offer during which a Participant must: <ul style="list-style-type: none"> <li>(i) remain / continue in continuous employment with Group Company; and</li> <li>(ii) not have given a notice to resign or received a notice of termination.</li> </ul>
<b>“Share Capital”</b>	has the meaning ascribed to it in <b>By-Law 4.1</b> .
<b>“Shares”</b>	means ordinary shares in the share capital of the Company.
<b>“Share Grant”</b>	means the award of Shares made by the Scheme Committee to the Eligible Employee(s) under the Share Grant Scheme pursuant to the acceptance of the Share Grant Letter.
<b>“Share Grant Agreement”</b>	means the agreement between the Participant and the Company upon acceptance of the Share Grant by Eligible Employee(s) pursuant to the Share Grant Letter and these By-Laws.
<b>“Share Grant Award”</b>	means the grant of Shares recommended by the Scheme Committee and approved by the NRC to the Eligible Employee(s) by issuance of the Share Grant Letter.
<b>“Share Grant Date”</b>	means the date of the Share Grant Letter issued to a selected Eligible Employee to participate in the Share Grant Scheme.
<b>“Share Grant Letter”</b>	means the letter granting the Share Grant Awards.
<b>“Share Grant Period”</b>	means the period of thirty (30) days from the Share Grant Date or such other period as may be recommended by the Scheme Committee having regard to the Terms of Reference and approved by the Board and specified in the Share Grant Letter during which a Share Grant Award may be accepted.
<b>“Share Grant Scheme”</b>	means the scheme established under <b>Part C</b> of these By-Laws.
<b>“Share Grant Vesting Conditions”</b>	means the conditions recommended by the Scheme Committee and approved by the NRC and stipulated in the Share Grant Letter which must be fulfilled for the vesting of the Share Grant Awards or any part thereof.

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**BY-LAWS FOR THE LTIS (CONT'D)**


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<b>“Share Grant Vesting Date”</b>	means the date that the Share Grant Award will be proportionately vested on the Participant in the manner set out in <b>By-Law 11.1</b> and as set out in the Share Grant Letter provided that the Share Grant Vesting Conditions have been fulfilled at each relevant Share Grant Vesting Date.
<b>“Share Vesting Schedule”</b>	has the meaning ascribed to it in <b>By-Law 11.1</b> .
<b>“Share Option(s)”</b>	means the option(s) granted by the Scheme Committee to an Eligible Employee in accordance with the Share Option Scheme under these By-Laws.
<b>“Share Option Holder”</b>	means an Eligible Employee who has accepted a Share Option Offer and has been granted Share Option(s) in accordance with these By-Laws.
<b>“Share Option Offer”</b>	means the offer made by the Scheme Committee to Eligible Employee(s) to grant him/her Share Option(s) as set out in <b>By-Law 32</b> .
<b>“Share Option Offer Date”</b>	means the date on which a Share Option Offer is made by the Scheme Committee to an Eligible Employee in accordance with these By-Laws.
<b>“Share Option Offer Period”</b>	means the period of fourteen (14) days from the Share Option Offer Date or such longer period as may be determined by the Scheme Committee to an Eligible Employee in accordance with these By-Laws for acceptance of the Share Option Offer.
<b>“Share Option Period”</b>	means the period in which an Exercisable Share Option may be exercised as determined by the Scheme Committee in accordance with these By-Laws.
<b>“Share Option Price”</b>	means the price at which the Share Option Holder shall be entitled to subscribe for every new Share by exercising his Share Option as determined in accordance with <b>By-Law 33</b> .
<b>“Share Option Scheme”</b>	means the scheme established under <b>Part B</b> of these By-Laws.
<b>“Share Option Vesting Date”</b>	means the date in which the Share Option(s) shall be vested in favour of the Share Option Holder.
<b>“Share Scheme Period”</b>	has the meaning ascribed to it in <b>By-Law 3.1</b> .
<b>“Share Vesting Schedule”</b>	has the meaning ascribed to it in <b>By-Law 11.1</b> .
<b>“Subsidiaries”</b>	has the meaning defined in Section 4 of the Act.
<b>“Terms of Reference”</b>	means the terms of reference which the Board may establish to regulate and govern the Scheme Committee’s functions and/or responsibilities under these By-Laws, as may be amended from time to time.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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In these By-Laws, unless the context otherwise requires:

- (i) words importing the singular number include the plural and vice versa and words importing the masculine, feminine or neuter gender shall include all genders;
- (ii) the headings and sub-headings herein are inserted for convenience only and shall not affect the interpretation of these By-Laws;
- (iii) any reference to a statute, statutory provisions, guidelines, regulations or rules includes a reference to that statute, statutory provision (and all statutory instruments or orders made pursuant to it), guidelines, regulations and rules, as from time to time amended, extended, re-enacted or consolidated;
- (iv) any liberty, power or discretion which may be exercised or any decision or determination which may be made under these by-Laws by:
  - (a) the Scheme Committee (including any selection) may be exercised by the Scheme Committee having regard only to the Terms of Reference (where applicable) but subject to the Board's power to overrule any decision of the Scheme Committee; and
  - (b) by the NRC may be exercised in the NRC's sole discretion, but subject always to the Board's power to overrule any decision of the NRC;

The Scheme Committee and NRC shall not be under any obligation to give any reason therefore, except as may be required by relevant authorities.

- (v) if an event is to occur on a stipulated day which is not a Market Day, then the stipulated day shall be taken to be the first Market Day after that day; and if an event is to occur on a stipulated day which falls after the expiry of the Scheme then the stipulated day shall be taken to be the last Market Day of the Share Scheme Period; and
- (vi) in the event of any change in the name of the Company from its present name, all references to "AirAsia Group Berhad" in these By-Laws and all other documents pertaining to the LTIS shall be deemed to be references to the Company's new name.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**PART A: GENERAL PROVISIONS****1. THE SCHEME**

- 1.1. The Scheme shall be known as “AirAsia Group Berhad Employees’ Long Term Incentive Scheme” and shall comprise of the Share Option Scheme and/or the Share Grant Scheme.

**2. APPLICATION OF THIS PART A**

- 2.1. Unless expressly provided, the provisions of this Part A shall apply generally to the Share Option Scheme and the Share Grant Scheme.

**3. DURATION OF THE SCHEME**

- 3.1. The Scheme shall take effect from the Effective Date and shall continue to be in force for a maximum period of six (6) years from the Effective Date (“**Share Scheme Period**”). The Scheme may be extended for a further period of up to four (4) years immediately from the expiry of the first six (6) years at the discretion of the Board upon the recommendation of the Scheme Committee.

**4. MAXIMUM NUMBER OF SHARES AVAILABLE UNDER THE LTIS**

- 4.1. The total number of Shares which may be available under the Scheme shall not exceed in aggregate ten per cent (10%) of the issued and paid-up share capital of the Company on a fully diluted basis (excluding treasury shares, if any) (the “**Share Capital**”) at any point of time during the Share Scheme Period (“**Maximum Shares**”).
- 4.2. Subject to **By-Law 4.1**, the Company may implement more than one (1) employee share scheme provided that the aggregate number of Shares available under all the employee share schemes implemented by the Company is not more than the lower of (i) ten per cent (10%) of the Share Capital or (ii) any other limit in accordance with any prevailing guideline issued by the relevant authorities as amended.
- 4.3. Notwithstanding anything set out in these By-Laws, if by reason of a purchase by the Company of its own shares or the undertaking by the Company of any corporate proposal (each an “**Event**”), the total number of Shares which may be issued or made available under the Share Option(s) and Share Grant Agreement(s) shall exceed in the aggregate ten per cent (10%) of the Share Capital, then the Share Option(s) and/or Share Grant Agreement granted or entered prior to the relevant Event shall remain valid and exercisable in accordance with the provisions of the Scheme. However, no additional Share Option Offer(s), Share Grant Offer(s), Share Option(s) and/or Share Grant Agreement(s) (where applicable) shall be made, granted or entered, unless the total number of Shares which may be issued or made available under the Scheme shall fall below ten per cent (10%) of the Share Capital.
- 4.4. For the avoidance of doubt, any Share Option Offer and/or Share Grant Award that is not accepted by any Eligible Employee pursuant to these By-Laws will be added back to the number of Shares available to be awarded as described in **By-Laws 4.1 and 4.2** above.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**5. MAXIMUM ALLOWABLE ALLOCATION AND THE BASIS OF ALLOCATION**

- 5.1. The aggregate number of Shares comprised in the LTIS to be granted to any one (1) of the Eligible Employees at any time shall be at the recommendation of the Scheme Committee after taking into account the Performance Targets during the Performance Period and/or such other criteria as the Scheme Committee may decide in its discretion (subject always to these By-Laws and any applicable law) and subject to the final approval by the NRC.

Subject to the foregoing provisions of this **By-Law 5.1** and any adjustment which may be made pursuant to **By-Law 6**, the actual number of Shares comprised in the LTIS to be granted to the Eligible Employee shall be as determined by the Scheme Committee and subject to the final approval by the NRC.

However, subject to any adjustments which may be made under **By-Law 6**, the allocation to any one Participant who, either singly or collectively through Persons Connected (as defined under the Listing Requirements) with the Participant, holds 20% or more of the Share Capital, does not exceed 10% of the total number of Shares to be issued and awarded under the LTIS or any other share issuance schemes implemented or to be implemented by the Company ("**Maximum Allowable Allocation**").

- 5.2. The Company and/or the Scheme Committee shall ensure that the Share Option(s) and/or Share Grant Award(s) to the Participants is verified at the end of each financial year of the Company by the NRC as being in compliance with these By-Laws.
- 5.3. For the avoidance of doubt, the Scheme Committee shall have sole and absolute discretion in determining whether the LTIS is to be offered to the Eligible Employees via a single grant at a time determined by the Scheme Committee or several grants where the allotment and issuance of the Share Option(s) and/or Share Grant Shares will be staggered or made in tranches at such times determined by the Scheme Committee and set out in the Share Vesting Schedule.

**6. ALTERATION IN SHARE CAPITAL**

- 6.1. If there is any variation in the capital structure of the Company during the Share Scheme Period, the Scheme Committee may, with the approval of the Board, appropriately adjust the number of Shares and/or Share Options contained in the LTIS to be granted pursuant to this LTIS and/or the Share Option Price, subject always to applicable laws and listing requirements.
- 6.2. In the event of any such transaction or event, the Scheme Committee, in its discretion, may provide in substitution for any or all outstanding Share Option(s) and/or Share Grants pursuant to Share Agreement(s) under the Scheme such alternatives as it, in good faith, may determine to be equitable in the circumstances and may require in connection therewith the surrender or cancellation of all outstanding Share Option(s) or Share Grant Agreement(s). If the Scheme Committee decides that no adjustments will be made, the Scheme Committee shall inform the Share Option Holders and Share Grant Participant of this decision through an announcement to be made in such manner deemed appropriate by the Scheme Committee.
- 6.3. For the avoidance of doubt, the following (whether singly or in combination) shall not be regarded as circumstances requiring adjustment of the number of Shares and/or Share Options and/or the Share Option Price:
- (i) an issue of securities as consideration for an acquisition or acquisitions, as the case may be;

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**BY-LAWS FOR THE LTIS (CONT'D)**


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- (ii) an issue of securities due to compliance with any terms of licence or laws applicable to the Company;
- (iii) any special issue of new Shares or other securities to Bumiputera investors nominated by the Malaysian government and/or any other relevant authority of the Malaysian government to comply with the Malaysian government's policy on Bumiputera capital participation;
- (iv) any private placement or restricted issue of new Shares or other securities by the Company;
- (v) any implementation of a Share buy-back arrangement by the Company under the Act;
- (vi) any issue of warrants, convertible loan stocks or other instruments by the Company that gives a right of conversion into Shares or other securities (other than rights issue or bonus issue), and any issue of new Shares or other securities arising from the exercise of any conversion rights attached to such convertible securities; and
- (vii) any issue of new Shares upon the exercise of the Share Options or vesting of Shares under a Share Grant.

6.4. The alterations as set out in this **By-Law 6** shall be in such a manner or formula as to give the Participant a fair and reasonable entitlement under the Share Grant and Share Option Offer, as certified in writing (other than for adjustments made pursuant to a bonus issue, subdivision or consolidation of shares in respect of which no certification is required as provided under the Listing Requirements) by the Auditor or Adviser of the Company (acting as an expert and not as an arbitrator) as being in its opinion fair and reasonable and such certification shall be final and binding in all respects, provided that:

- (i) upon any adjustment being made pursuant to these By-Laws, the Scheme Committee shall, within thirty (30) calendar days, notify the Participant in writing of the event giving rise to the adjustment, the adjusted number of Shares contained in the Share Grant Award or the adjusted number of Options contained in the Share Option Offer (as the case may be), the adjusted Share Option Price and the effective date of such adjustment; and
- (ii) in the event that a fraction of a Share or Share Option arising from the adjustments referred to in this **By-Law 6** would otherwise be required to be issued upon the vesting of Shares or Share Options, the Participant's entitlement shall be rounded down to the nearest whole number.

Unless otherwise determined by the Scheme Committee, the adjustments pursuant to this **By-Law 6** shall be effective on the day immediately following the book closure date for the event giving rise to that adjustment.

## 7. ELIGIBILITY

Subject to the determination of the Scheme Committee, any Eligible Employee who meets the following criteria as at the Share Grant Date or Share Option Offer Date (as the case may be) shall be eligible for consideration and selection as a Participant by the Scheme Committee if:

- (i) he/she is a Malaysian citizen or a foreigner employed by the Group;
- (ii) he/she is at least 18 years of age;
- (iii) he/she is neither an undischarged bankrupt nor subject to any bankruptcy proceedings;

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**BY-LAWS FOR THE LTIS (CONT'D)**

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- (iv) he/she has been employed on a full time basis or is serving in a specific designation under any employment contract with, and is on the payroll of, any Group Company;
- (v) he/she is a confirmed employee;
- (vi) he/she remains an employee of the Group and has not given any notice of resignation or received a notice of termination or has otherwise ceased or had his/her employment terminated;
- (vii) he/she falls within any other eligibility criteria as may be determined by the Scheme Committee; and
- (viii) he/she is also required to be an executive director or an employee of any Group Company holding a senior position or such position as may be designated by the Scheme Committee. For the avoidance of doubt, non-executive directors will not be eligible.

For the avoidance of doubt, the selection of any Eligible Employee as a Participant shall be made by the Scheme Committee, whose decision shall be final, binding and conclusive. The Scheme Committee may determine any other eligibility criterion or waive any eligibility criterion, for the purposes of selecting an Eligible Employee at any time and from time to time.

Eligibility under this LTIS does not confer on any Eligible Employee any claim, right to participate in, or any other right whatsoever under this LTIS.

An Eligible Employee is eligible to participate in both or any of the Share Option Scheme and the Share Grant Scheme.

In the case where a Participant is transferred from a company within the Group to a corporation which is not within the Group, that employee may, at the absolute discretion of the Scheme Committee (who may in doing so impose such terms and conditions as it deems fit and appropriate), continue to be entitled to all of his rights in respect of his accepted Share Option Offer and/or Share Grant Award, subject to these By-Laws.

## **8. LTIS GRANT AND PERFORMANCE TARGETS FOR VESTING**

- 8.1. The Scheme Committee may from time to time during the Share Scheme Period, award the Share Option Offer(s) and/or Share Grant Award(s) to the Eligible Employees to participate in this LTIS pursuant to this **By-Law 8**.
- 8.2. The Scheme Committee may make additional Share Option Offer(s) and/or Share Grant Award(s) to Eligible Employees at any time as it deems fit and proper provided always that the aggregate number of Shares comprised in the LTIS shall not exceed the Maximum Shares and that no Share Option(s) or Share Grant(s) shall vest on a Share Scheme Vesting Date which falls after the expiry of the Share Scheme Period.
- 8.3. The vesting of the Share Option(s) may be subject to the fulfillment by the Group Company and/or the Eligible Employee (as the case may be) of Performance Targets during the Performance Period and/or such other conditions, as may be determined by the Scheme Committee, and approved by the NRC.
- 8.4. The determination as to whether the Performance Targets have been fulfilled shall be made by the NRC at the expiry of the Performance Period.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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- 8.5. Where the NRC has made the determination that the Performance Targets and/or such other conditions imposed, if any, have been fulfilled pursuant to **By-Laws 8.3**, the Scheme Committee shall notify the Participant of the number of Share Option(s) which will be vested on the Share Option Vesting Date.
- 8.6. If the Performance Targets and/or other conditions imposed (if any) on the Share Option Holder cannot be achieved/satisfied upon expiry of the Performance Period, the NRC may, in its sole and absolute discretion, determine the number of Share Option(s) which will be vested to such Share Option Holder on the Share Option Vesting Date.
- 8.7. Upon acceptance of the Share Option Offer and/or Share Grant in accordance with **By-Law 10**, the Eligible Employee shall be referred to as a Participant for the purposes of these By-Laws.
- 8.8. Each Eligible Employee (including Participants) shall not disclose the details of their Share Option Offer and/or Share Grant to any other employees of the Group or third parties unless required by the Scheme Committee for purposes of effecting this LTIS and such other administrative matters that the Scheme Committee may in its sole and absolute discretion determine.

**9. TERMS OF THE AWARD**

The Scheme Committee may also at any time and from time to time recommend to the Board of the Company on any addition, amendment and/or modification to and/or deletion of these By-Laws as it shall in its discretion think fit and the Board shall at any time and from time to time have the power by resolution to add to, amend, modify and/or delete all or any part of these By-Laws upon such recommendation, subject to compliance with the Listing Requirements and the approvals of any other authorities (if required).

The Scheme Committee may do all such acts and things to rectify such error or omission including, but not limited to, all acts and things to ensure that the Eligible Employee is given the opportunity to participate in the Scheme and/or to withdraw the award given to the Eligible Employee who was erroneously selected as Participant and/or the aggregate number of Shares to which the Participant is correctly entitled to.

The Scheme Committee may in its discretion by notice in writing to any Participant, waive any condition stipulated in the award for a Share Option(s) Offer and/or Share Grant Award.

In the event of an error in any particulars referred to in this or otherwise in the Share Option Offer(s) and/or Share Grant Award, the Scheme Committee may, with the approval of the NRC, to the extent permitted by law, issue a supplemental Share Option Offer(s) and/or Share Grant Award(s) stating the correct particulars referred to in this **By-Law 9**.

**10. ACCEPTANCE OF THE AWARD**

- 10.1. The Share Option Offer and the Share Grant Award shall be accepted by the Eligible Employee in accordance with **By-Law 34** and **By-Law 38.1** respectively.
- 10.2. If the Eligible Employee fails to accept the Share Option Offer or the Share Grant Award (as the case may be) in the manner prescribed under these by-Laws, the Share Option Offer or the Share Grant Award (as the case may be) shall automatically lapse and be null and void and of no effect and as provided in **By-Law 4.4** and the new Shares comprised in such Options or Share Grants may, at the discretion of the Scheme Committee, be re-awarded to other eligible Employees for acceptance.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**11. VESTING CONDITIONS AND VESTING**

- 11.1. The Share Option(s) and the Share Grant will vest in such manner as the Scheme Committee may in its discretion determine, as set out in the Share Option Offer or Share Grant Letter (as the case may be) (the “**Share Vesting Schedule**”) provided that the vesting conditions as set out in the Share Option Offer or the Share Grant Letter (as the case may be), are fully and duly satisfied and met on the Share Option Vesting Date or the Share Grant Vesting Date (as the case may be) and as may be determined by the Scheme Committee and, unless the Scheme Committee decides otherwise in its sole discretion:
- (i) the Participant must remain in employment with the Group Company as at the relevant Share Option Vesting Date or the Share Grant Vesting Date (as the case may be) (whether employed on a full time basis or serving in a specific designation under employment contract for a fixed duration) and shall not have given a notice of resignation or received a notice of termination as at each of the Share Option Vesting Date or Share Grant Vesting Date (as the case may be) save and except as may be provided under these By-Laws;
  - (ii) the Participant is not enrolled in any performance improvement programme as may be required by a Group Company. The vesting of Share Option(s) or Share Grant (as the case may be) shall be suspended until the Participant has completed the performance improvement programme to the satisfaction of the Scheme Committee in its sole discretion. The Share Option(s) or Share Grant (as the case may be) shall be vested to the Participant upon such satisfaction on the Share Option Vesting Date or Share Grant Vesting Date (as the case may be) next occurring; and
  - (iii) the Participant is not an undischarged bankrupt as at the relevant Share Option Vesting Date or Share Grant Vesting Date (as the case may be) under the laws to which he is subjected to and shall not have received any notice that a bankruptcy proceeding is being instituted/threatened to be instituted against him as at such Share Option Vesting Date or Share Grant Vesting Date (as the case may be).
- 11.2. Within thirty (30) days from the Share Option Vesting Date, the relevant Option(s) shall be issued to the Participant. The Company shall within eight (8) Market Days of the receipt of the notice of exercise of Share Options together with the requisite payment (or such other period as may be prescribed or allowed by Bursa Securities):
- (i) crediting the relevant number of Shares into the Participant's CDS Account as notified by the Participant in writing to the Company;
  - (ii) despatch a notice of transfer of such Shares to the Participant; and
  - (iii) make an application for the listing of and quotation for such relevant number of Shares (where applicable).
- 11.3. In respect of Shares which are vested to a Participant on the Share Grant Vesting Date, the Scheme Committee shall procure the following, on or before the relevant Share Grant Vesting Date but not later than eight (8) Market Days after the relevant Share Grant Vesting Date, as the case may be (or such period as may be prescribed or allowed by Bursa Securities):
- (i) crediting the relevant number of Shares into the Participant's CDS Account as notified by the Participant in writing to the Company;
  - (ii) despatch a notice of transfer of such Shares to the Participant; and
  - (iii) make an application for the listing of and quotation for such relevant number of Shares (where applicable).

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**12. RANKING OF SHARES**

The Shares to be allotted and issued pursuant to the vesting of a Share Grant Award or exercise of an Option shall:

- (i) be subject to the laws of Malaysia and all the provisions of the Constitution; and
- (ii) rank in full for all entitlements, including dividends or other distributions declared or recommended in respect of the then existing Shares, the Record Date for which is on or after the date the Shares are allotted and issued to the respective Eligible Employees pursuant to vesting of a Share Grant Award or an exercise of the Options and shall in all other respects rank pari passu with other existing Shares then in issue.

**13. TERMINATION OF SHARE AWARDS**

13.1. Any unaccepted Share Option(s) Offer or Share Grant Award shall upon the expiry of the Share Option Period or Share Grant Period (as the case may be) forthwith lapse without any liability to or right to claim against the Company and its officers, servants and agents, the Board, the NRC and/or the Scheme Committee.

13.2. In the event of a Good Leaver or a divestment pursuant to **By-Law 17**:

- (i) in relation to any unaccepted Share Option(s) and Share Grant, the Scheme Committee may in its sole and absolute discretion permit the acceptance of the same subject to such terms and conditions as may be prescribed by the Scheme Committee;
- (ii) in relation to Shares comprised in an unvested Share Grant, the Scheme Committee may in its sole and absolute discretion permit the prorated vesting of the Share Grant in the Participant at any time subject to such terms and conditions as may be prescribed by the Scheme Committee; or
- (ii) in relation to Shares comprised in unvested Share Option(s), the Scheme Committee may in its sole and absolute discretion permit the vesting of the Share Option(s) in the Participant at any time subject to such terms and conditions as may be prescribed by the Scheme Committee.

In the event the Scheme Committee does not exercise its direction to permit the above mentioned vesting, any unaccepted Share Option(s) and Share Grant and any unvested Share Option(s) and Share Grant in respect of such Good Leaver shall forthwith lapse and/or be deemed to be cancelled and/or cease to be a capable of vesting on such Good Leavers without any liability to or right to claim against the Company, the Board, the NRC and the Scheme Committee.

In the event of death of the Participant, **By-Laws 13.1 and 13.2** shall apply mutatis mutandis to the Participant's legal or personal representatives as if the Participant's legal or personal representatives were the Participant and subject to such terms and conditions as may be prescribed by the Scheme Committee.

13.3. In the event of a Poor Leaver, liquidation of the Company or bankruptcy of a Participant, with effect from the date of such termination or cessation of employment or engagement with the Group Company, any unvested Share Option(s) and Share Grant and unaccepted Share Option(s) and Share Grant in respect of the Poor Leaver shall forthwith lapse and be null and void and/or be deemed to be cancelled and/or cease to be a capable of vesting on such Poor Leaver without any liability to or right to claim against the Company, the Board, the NRC and the Scheme Committee.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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- 13.4. For the purposes of **By-Laws 13.2 and 13.3**, the Scheme Committee has the absolute discretion to determine whether a Participant is a Good Leaver or Poor Leaver, with the exception of the top 10 earners which shall be decided by the NRC and whose decision shall be final and conclusive and shall not be subject to challenge in any court or forum.

**14. TERMINATION OF THE LTIS**

- 14.1. Notwithstanding anything to the contrary herein stated or as set out in these By-Laws and subject always to the applicable laws and the relevant regulatory authorities' guidelines or directives, the Company may terminate the Scheme at any time during the Scheme Period as the Company deems appropriate provided that the Company makes any announcement immediately of the termination to Bursa Securities; whereupon any unvested Share Grant and Options which have yet to be vested (fully or partially) or vested but remained unexercised or partially exercised, shall be deemed to have been cancelled and be null and void and of no further force and effect.

**15. DISCIPLINARY PROCEEDINGS**

- 15.1. If an Eligible Employee is subjected to Disciplinary Proceedings after a Share Option Offer or Share Grant Award (as the case may be) is made but before the acceptance of the same by such Eligible Employee, the Share Option Offer or Share Grant Award (as the case may be) shall be deemed withdrawn and no longer capable of acceptance, unless otherwise decided by the Scheme Committee who may in so doing, impose such terms and conditions as it deems appropriate having regard to the nature of the Disciplinary Proceedings made or brought against the Eligible Employee. Nothing herein shall prevent the Scheme Committee (but the Scheme Committee shall not be obliged to do so) from making a fresh Share Option Offer or Share Grant Award to such Eligible Employee if such Disciplinary Proceedings are not taken against him or if such Disciplinary Proceedings are subsequently withdrawn provided that such Share Option Offer or Share Grant Award is made within the Share Scheme Period.
- 15.2. If a Participant is subjected to Disciplinary Proceedings, the right of such Participant to be vested with any Option, allotted and issued any Shares pursuant to an exercise of an Option or vested with any Share Grant shall be suspended pending the outcome of the Disciplinary Proceedings unless otherwise decided by the Scheme Committee who may in so doing, impose such terms and conditions as it deems fit and appropriate having regard to the nature of the Disciplinary Proceedings made or brought against the Participant. Nothing herein shall prevent the Scheme Committee (but the Scheme Committee shall not be obliged to do so) from making a fresh Share Option Offer or Share Grant Award and/or reinstating the right of the Participant to exercise any vested Option yet to be exercised and/or to have any Share Grant or Option vested in the event that such Disciplinary Proceedings are not decided against him or if such Disciplinary Proceedings are withdrawn provided that such Share Option Offer or Share Grant Award and/or reinstatements is made within the Share Scheme Period.
- 15.3. If the Participant is found guilty, resulting in his dismissal or termination of service, the Share Option(s) and/or Share Grant Award shall immediately lapse without further notice, upon pronouncement of the dismissal or termination of service.
- 15.4. In the event the misconduct on the part of the Participant is proven at any Disciplinary Proceedings but does not result in the dismissal or termination of the Participant, the Scheme Committee shall decide on a case to case basis at its sole and absolute discretion whether to reinstate the right of the Participant to exercise any vested Option yet to be exercised and/or to have any Share Grant or Option vested.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**16. CHANGE OF CONTROL**

- 16.1. In the event of an acquisition of more than 50% of the issued share capital of the Company by any person:
- (i) all unvested Share Grants shall vest immediately prior to the closing of the acquisition and the Participants shall receive cash consideration in lieu of the Award Shares; and
  - (ii) all unvested Share Options shall vest immediately prior to the closing of the acquisition.
- 16.2. In the event of an acquisition of less than 50% of the issued share capital of the Company by any person, the Scheme shall continue to be executed in accordance with these By-Laws.

**17. DIVESTMENT FROM GROUP**

If a Participant is in the employment of a Group Company which ceases to be a Group Company due to a subsequent disposal or divestment (in whole or in part) from the Group, unless otherwise decided by the Scheme Committee in its sole discretion (who may in so doing, impose such terms and conditions as it deems fit and appropriate), such Participant:

- (i) shall be entitled to retain the Share Option(s) and/or Share Grant which were granted and vested in the Participant under this LTIS as from the date of completion of such divestment; but
- (ii) shall not be eligible to any grant of further Share Option Offer and/or Share Grant Award but shall be entitled to the vesting of any unvested Share Option(s) and/or Share Grant as from the date of completion of such divestment.

For the purposes of this **By-Law 17**, a Group Company shall be deemed to be divested from the Group or disposed of, from the Group if the effective interest of the Company in such Group Company is reduced from above fifty per cent (50%) to fifty per cent (50%) or below, such that such Group Company would no longer be a Subsidiary of the Company.

**18. SCHEME OF ARRANGEMENT, AMALGAMATION, RECONSTRUCTION, MERGER, ETC.**

In the event of the court sanctioning a compromise or arrangement between the Company and its members for the purposes of, or in connection with, a scheme of arrangement and reconstruction of the Company or its amalgamation with any other company or companies or the Company decides to amalgamate or merge with other company or companies (other than a takeover which is set out under **By-Laws 36 and 42**), the Scheme Committee may permit the vesting of unvested Share Option(s) and/or Share Grant (or any part thereof) in the Participant or the Participant's legal and personal representatives, as the case may be, at any time subject to such terms and conditions as may be prescribed notwithstanding that:

- (i) the Share Option Vesting Date or Share Grant Vesting Date (as the case may be) is not due or has not occurred; or
- (ii) other terms and conditions set out in the Share Option Offer and/or Share Grant Letter (as the case may be) have not been fulfilled/satisfied.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**19. MULTIPLE JURISDICTIONS**

- 19.1. In order to facilitate the making of any Share Option(s) and/or Share Grant Award (and/or the benefit thereof) under the LTIS, the Scheme Committee and/or the Board may provide for such special terms to apply to any Share Option(s) and/or Share Grant to Participants who are employed by a Group Company in any particular jurisdiction, or who are nationals or any particular jurisdiction that is outside Malaysia, as the Scheme Committee and/or the Board may consider necessary and/ or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Scheme Committee and/or the Board may approve such supplements to or amendments, restatement or alternative versions of this LTIS as it may consider necessary and/ or appropriate for such purposes, without thereby affecting the terms of this LTIS as is in effect for any other purpose. No such special terms, supplements, amendments or restatement, however, shall include any provision that is inconsistent with the terms of this LTIS as then in effect unless this LTIS could have been amended to eliminate such inconsistency.
- 19.2. Any Participant to whom the Share Option(s) and/or Share Grant Award is offered, is required to ensure that they comply with all applicable laws and regulations in each country or jurisdiction in or from which they accept the Share Option Offer or Share Grant Award (as the case may be). By their acceptance of the Share Option Offer or Share Grant Award (as the case may be), each Participant represents, warrants and agrees that he has and will continue to observe all applicable laws and regulations in the jurisdiction in which he accepts the Share Option Offer and/or Share Grant Award.

**20. ADMINISTRATION**

- 20.1. This LTIS shall be administered by the Scheme Committee consisting of such persons appointed by the Board from time to time.
- 20.2. Subject to these By-Laws (including but not limited to **By-Law 20.3**), the Scheme Committee may, for the purpose of administering this LTIS, do all acts and things and enter into any transaction, agreement, deed, document or arrangement, and make such rules and regulations, impose such terms and conditions, appoint any adviser, agent, trustee or nominee to facilitate the implementation and operation of this LTIS, and/or delegate all or any part of its powers or duties relating to this LTIS which the Scheme Committee may in its sole and absolute discretion consider to be necessary or desirable for giving full effect to this LTIS.
- 20.3. Unless these By-Laws expressly provide for the Board approval to be obtained, where these By-Laws provide that any discretion is to be exercised by the Scheme Committee or the NRC, that discretion may be exercised by the Scheme Committee or the NRC in its sole and absolute discretion.

**21. MODIFICATION AND/OR AMENDMENT OF THESE BY-LAWS**

The terms and conditions of these By-Laws and this LTIS may from time to time be modified and/or amended by resolution of the Board without the need for prior approval of the Company's members in a general meeting, except that (unless expressly provided in these By-Laws) no such modification and/or amendment shall be made which would either materially prejudice the rights then accrued to any Participant without his prior written consent or which would alter to the advantage of the Participant in respect of any provision of these By-Laws without the prior approval of the Company's members in general meeting and subject to any applicable laws.

If any provision of these By-Laws is or becomes inconsistent with the Listing Requirements, these By-Laws is deemed not to contain that provision to the extent of the inconsistency.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**22. COSTS, EXPENSES AND TAXES**

- 22.1. All administrative costs and expenses incurred in relation to this LTIS, including but not limited to the costs and expenses relating to the allotment and issue and/or ad valorem stamp duty relating to the transfer of the Shares pursuant to the Share Grant Scheme shall be borne by the Company.
- 22.2. For the avoidance of doubt, unless stated otherwise in this LTIS, all other costs, fees, levies, charges and/or taxes (including, without limitation, income taxes) that are incurred by a Participant pursuant or relating to the holding or dealing of the Award Shares or Options including (but not limited to the stamp duty) shall be borne by the Participant for his or her own account and the Company shall not be liable for any one or more of such costs, fees, levies, charges and/or taxes.

**23. LTIS NOT A TERM OF EMPLOYMENT**

This LTIS shall not form part of, constitute or in any way be construed as any term or condition of employment of any Eligible Employee or Participant. This LTIS shall not confer or be construed to confer on any Eligible Employee or Participant any special right or privilege over and above the Eligible Employee's or Participant's terms and conditions of employment under which that Eligible Employee or Participant is employed.

**24. DISCLAIMER OF LIABILITY**

Notwithstanding any provision contained herein, and subject to all applicable laws, the Board, the Scheme Committee, the NRC, the Company and its officers, servants and agents, shall not, under any circumstance whatsoever and in any event, be held liable howsoever for any damage, cost, loss and expense whatsoever and howsoever arising, including but not limited to the Company's delay in allotting and/or issuing of the Shares under the LTIS or in applying for or procuring the listing of the Shares on Bursa Securities.

**25. NOTICE**

Any notice under the LTIS required to be given to or served upon an Eligible Employee or Participant shall be deemed to be sufficiently given, served or made if it is given, served or made by hand, by electronic mail, by facsimile transmission and/or by letter sent via ordinary post addressed to the Eligible Employee or Participant at his place of employment, to his electronic mail address, at his last facsimile transmission number known to the Company, or to his last-known address. Any notice served by hand, by electronic mail or post as aforesaid shall be deemed to have been received at the time when such notice (if by hand) is received and duly acknowledged, (if by electronic mail) the dispatch of the electronic mail without an automatic notification that the email cannot be received by the intended recipient, and (if by post) three days after delivery by normal postage.

Any notice under the LTIS required to be given to or served upon the Board, the NRC and/or the Scheme Committee by an Eligible Employee or Participant shall be given, served or made in writing and delivered by hand or by registered post to the registered office of the Company (or such other office or place which the Board, the NRC and/or the Scheme Committee may have stipulated for this purpose) and marked 'Private and Confidential, for the attention of 'the Chief People & Culture Officer'.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**26. THE CONSTITUTION**

Notwithstanding the terms and conditions contained in these By-Laws, if a situation of conflict should arise between these By-Laws and the Constitution, the provisions of the Constitution shall prevail at all times.

**27. ERRORS AND OMISSIONS**

If in consequences of an error or omission, the Scheme Committee discovers/determines that: (i) an Eligible Employee who was selected by the Scheme Committee as a Participant, has not been given the opportunity to participate in the LTIS on any occasion; or (ii) the number of Share Option(s) and/or Share Grant allotted and issued to any Participant on any occasion is found to be incorrect; and such error or omission cannot be corrected within the relevant period specified in the LTIS, the Scheme Committee may do all such acts and things to rectify such error or omission and ensure that the Eligible Employee is given the opportunity to participate in the LTIS and/or the aggregate number of Share Option(s) and/or Share Grant to which the Participant is correctly entitled is to be allotted and issued.

**28. DISPUTES**

In the event of a dispute between the Scheme Committee with an Eligible Employee or a Participant as to any matter or thing of any nature arising hereunder, such dispute or difference shall be referred to the NRC. The NRC shall determine such dispute or difference by a written decision (without the obligation to give any reason for the same) given to the Eligible Employee or a Participant, as the case may be. The said decision of the NRC shall be final, binding and conclusive on the parties and shall not be subject to any review or challenge by the Eligible Employee or a Participant in any court of law or forum.

**29. COMPENSATION**

- 29.1. An Eligible Employee who ceases to hold office or employment shall not be entitled to any compensation for the loss of any right or benefit, or prospective right or benefit, under this LTIS which he might otherwise have enjoyed, whether such compensation is claimed by way of damages for wrongful dismissal, unfair dismissal, breach of contract or by way of compensation for loss of office or otherwise.
- 29.2. No Eligible Employee or Participant, or legal or personal representative therefore, shall bring any claim, action or proceeding against the Company and its officers, servants or agents, the Board, the NRC, the Scheme Committee or any other party for any compensation, loss or damages whatsoever and howsoever arising from the suspension or cessation of the vesting of Share Option(s) and/or Share Grant, his Options or Share Grant not vesting for any reason whatsoever, and/or his Options or Share Grant ceasing to be valid pursuant to the provisions of these By-Laws, or any termination of the LTIS herein provided.

**30. GOVERNING LAW**

The LTIS shall be governed by, and construed in accordance with, Malaysian law and each Participant irrevocably submits to the non-exclusive jurisdiction of the Malaysian courts with respect to any dispute or claim which may arise out of or in connection with the LTIS.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**31. SEVERABILITY**

Any term, condition, stipulation, and/or provision in these By-Laws which is adjudged to be illegal, void, prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability, but the same shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision contained in these By-Laws.

In interpreting these By-Laws, the contra proferentum rule shall not apply, nor shall any similar rule or approach to interpretation.

In interpreting these By-Laws, the expressio unius est exclusio alterius (i.e. the express mention of one thing excludes all others) principle shall apply.

These By-Laws supersede and replace all previous oral or written agreements, memoranda, correspondence or other communications between the Company and Eligible Employee or Participant relating to the subject matter hereof.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**PART B: SHARE OPTION SCHEME****32. SHARE OPTION OFFER**

- 32.1. The Scheme Committee may, within the Scheme Period, at its discretion (after taking into account the Performance Targets and/or such other criteria, as the Scheme Committee may decide) make a Share Option Offer to any Eligible Employee whom the Scheme Committee may in its discretion select during the duration of the Scheme Period.
- 32.2. Nothing herein shall prevent the Scheme Committee from making more than one Share Option Offer to any Eligible Employee PROVIDED ALWAYS THAT the total aggregate number of Shares to be allotted to any Eligible Employee (inclusive of Shares allotted pursuant to previous Share Option Offers under the LTIS and other share issuance schemes implemented or to be implemented by the Company, if any) shall not exceed the Maximum Allowable Allocation of each Eligible Employee.
- 32.3. Each Share Option Offer shall be made in writing by the Scheme Committee.
- 32.4. Each Share Option Offer may include, the following particulars in the letter of offer:
- (i) number of Share Options that are being offered to the selected Eligible Employee;
  - (ii) number of Shares which the selected Eligible Employee shall be entitled to subscribe for upon exercise of the Share Option upon satisfying the conditions set out in the Share Option Offer;
  - (iii) Share Option Period;
  - (iv) Share Option Price;
  - (v) Share Option Offer Date;
  - (vi) Share Option Offer Period;
  - (vii) Performance Targets;
  - (viii) Performance Period; and
  - (ix) any other condition which the Scheme Committee may determine from time to time in relation to that Share Option Offer.

**33. SHARE OPTION PRICE**

- 33.1. The price at which an Share Option Holder is entitled to subscribe for each Share shall be based on the five (5) day volume weighted average market price of the Shares immediately preceding the Share Option Offer Date and may be at a discount (as determined by the Scheme Committee or such other pricing mechanism as may from time to time be permitted by Bursa Securities or such other relevant regulatory authorities), provided that the discount shall not be more than 10% (or such other percentage of discount as may be permitted by Bursa Securities and any other relevant authorities from time to time) from the abovementioned five (5) day volume weighted average market price of the Shares.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**34. ACCEPTANCE OF THE SHARE OPTION OFFER**

- 34.1. The Share Option Offer shall be valid for acceptance for the Share Option Offer Period. The acceptance of a Share Option Offer shall be made by way of a written notice from the Eligible Employee to the Scheme Committee in the form prescribed by the Scheme Committee from time to time. In the event that the Eligible Employee fails to accept the Share Option Offer within the prescribed period, the Share Option Offer shall automatically lapse and shall then be null and void PROVIDED THAT the Scheme Committee shall not be precluded from making a new Share Option Offer to the Eligible Employee subsequently.
- 34.2. Acceptance of the Share Option Offer by an Eligible Employee shall be accompanied by the payment of Ringgit Malaysia One (RM1.00) as non-refundable consideration for the grant of the Share Option.
- 34.3. Within thirty (30) days after the due acceptance of the Share Option Offer in accordance with the provisions of By-Law, the Scheme Committee may, at its sole discretion, issue to the Share Option Holder a certificate of Share Option in such form as may be determined by the Scheme Committee from time to time. The Share Option may include in the certificate, the following:
- (i) number of Share Options;
  - (ii) number of Shares entitled to be subscribed for upon exercise of the Share Option upon satisfying the conditions set out in the Share Option Offer;
  - (iii) Share Option Period;
  - (iv) Share Option Price;
  - (v) Date of grant of Share Option;
  - (vi) Performance Targets;
  - (vii) Performance Period;
  - (viii) any other condition which the Scheme Committee may determine from time to time in relation to that Share Option Offer; and
  - (ix) the Share Option shall be subject to the terms of these By-Laws.
- 34.4. Unless otherwise provided in these By-Laws, an Share Option shall be personal to the Share Option Holder and cannot be assigned, transferred or otherwise disposed of in any manner whatsoever unless **By-Laws 13.2 or 36.2** applies.

**35. EXERCISE OF SHARE OPTION(S)**

- 35.1. The Scheme Committee may, by giving notice in writing to Share Option Holders, vary or waive the terms of any Performance Targets, Performance Period or other conditions or include additional conditions, as will be used to determine the number of Share Options to be vested on such Share Option Holders on any Share Option Vesting Shares Date.
- 35.2. The determination whether the Share Option Holder has achieved the stipulated conditions or his/her Performance Targets (if any) during the Performance Period and the value created therein shall be determined by the Scheme Committee and approved by the NRC.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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- 35.3. Based on the determination pursuant to **By-Law 35.2**, the Scheme Committee shall determine the number of Options to be vested on that Share Option Holder subject to the Maximum Allowable Allocation and **By-Law 4**.
- 35.4. As soon as practicable after a determination is made pursuant to **By-Laws 35.2 and 35.3** to vest the Options, the Scheme Committee shall notify each Share Option Holder the:
- (i) number of Options to be vested to him/her;
  - (ii) the retention period for those Shares to be issued and allotted upon exercise of the vested Options (if any);
  - (iii) Share Option Shares Vesting Date (where applicable);
  - (iv) Share Option Price;
  - (v) Share Option Period; and
  - (vi) any other conditions of the vesting of the Options and Shares to be issued and allotted upon exercise of the vested Options.
- 35.5. Subject to **By-Laws 35.6 and 35.7**, a vested Share Option may be exercised by the Share Option Holder by notice in writing to the Company through the Scheme Committee in the prescribed form from time to time during the Share Option Period. A vested Option may be exercised in such manner and subject to such conditions as stipulated in the Share Option Offer in respect of such lesser number of new Shares as the Share Option Holder may decide to exercise PROVIDED ALWAYS that the number shall be in multiples of and not less than one hundred (100) Shares, SAVE AND EXCEPT where a Share Option Holder's balance of Shares exercisable in accordance with these By-Laws shall be less than one hundred (100), in which case the said balance shall, if exercised, be exercised in a single tranche. Such partial exercise of a vested Option shall not preclude the Share Option Holder from exercising the Option as to the balance of any new Shares, if any, which he is entitled to subscribe under the LTIS.
- 35.6. Subject to **By-Law 4**, the Scheme Committee may, at any time and from time to time, after a Share Option is granted, permit a Share Option Holder to exercise one hundred percent (100%) of his/her Share Option(s) at any time during the Share Option Period.
- 35.7. A Share Option Holder who is foreign shall be entitled to exercise such percentage of the Share Option(s) vested to him as may be determined by the Scheme Committee at its discretion.
- 35.8. Every notice referred to in **By-Law 35.5** must be in the form prescribed by the Scheme Committee from time to time and accompanied by a remittance for the full amount of the Option Price in respect of which notice is given.
- 35.9. A Share Option Holder who exercises his/her vested Share Option shall provide the Scheme Committee with his/her CDS account number or the CDS account number of his/her authorised nominee, as the case may be, in the notice referred to in **By-Law 34.1**.
- 35.10. No vested Share Option(s) shall be exercisable after the expiry of the Share Option Period.
- 35.11. Subject to the discretion of the Scheme Committee, failure by the Share Option Holder to comply with the procedure for an exercise of a vested Share Option as stipulated in **By-Laws 35.5 and 35.9** will invalidate the purported exercise of such vested Share Option by that Share Option Holder.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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- 35.12. Every Share Option shall be subject to the condition that no Shares shall be issued and allotted or transferred to a Share Option Holder pursuant to the exercise of a vested Share Option if such issue would be contrary to any law, enactment, rules and/or regulations of any legislative or non-legislative body which may be in force during the Share Option Period or such period as may be extended.

**36. TAKEOVER**

- 36.1. In the event of:

- (i) a takeover offer being made for the Company through a general offer to acquire the whole of the issued share capital of the Company (or such part thereof not at the time owned by the person making the general offer (“**Offeror**”) or any persons acting in concert with the Offeror); or
- (ii) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of the Shares under the provisions of any applicable statutes, rules and/or regulations and gives notice to the Company that it intends to exercise such right on a specific date;

the Scheme Committee may, upon such terms and conditions as may be set out,

- (a) if there remains unvested Share Option(s), allow for such number of Share Options to be immediately vested on the Share Option Holder; and
  - (b) if, in relation to a Share Option where a determination pursuant to **By-Laws 35.2 and 35.3** has yet to be made, make such determination based on the Share Option Holder’s level of achievement and vest such number of Share Options the Scheme Committee deems appropriate.
- 36.2. In the event of death of the Share Option Holder during the circumstances set out in **By-Law 36.1(i) or (ii)**, **By-Law 36.1** shall apply mutatis mutandis to the Participant’s legal or personal representatives as if the Participant’s legal representatives were the Participant and subject to such terms and conditions as may be prescribed by the Scheme Committee.
- 36.3. Any Share Option which remains unexercised after the expiry of the periods stipulated in the aforesaid circumstances shall thereafter lapse and be null and void and of no effect.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**PART C: SHARE GRANT SCHEME****37. SHARE GRANT OFFER**

- 37.1. The Scheme Committee may make an offer under which:
- (i) the Scheme Committee may, specify the value for the Eligible Employee;
  - (ii) the Scheme Committee shall specify the number of Shares which may be awarded to the Eligible Employee under the Share Grant Award;
  - (iii) invite such Eligible Employee to enter into the Share Grant Agreement whereupon the Scheme Committee shall agree to award Award Shares to the Eligible Employee in consideration of the Eligible Employee satisfying the conditions set out in the Share Grant Agreement and these By-Laws.
- 37.2. Nothing herein shall prevent the Scheme Committee from making more than one Share Grant Award pursuant to **By-Law 37.1** to any Eligible Employee PROVIDED ALWAYS THAT the total aggregate number of Shares to be allotted to any Eligible Employee (inclusive of Shares allotted pursuant to this LTIS and any other share issuance schemes implemented or to be implemented by the Company shall not exceed the Maximum Allowable Allocation of each Eligible Employee.
- 37.3. The Share Grant Offer under this By-Law shall be made in writing by the Scheme Committee.

**38. ENTRY INTO A SHARE GRANT AGREEMENT**

- 38.1. The Share Grant Award shall be valid for acceptance for the Share Grant Offer Period. The acceptance of the Share Grant Award shall be made by way of written notice from the selected Eligible Employee to the Scheme Committee in the form prescribed by the Scheme Committee from time to time. In the event that the Eligible Employee fails to accept the Share Grant Award within the prescribed period, the Share Grant Award shall automatically lapse and shall be then null and void and of no further effect PROVIDED THAT the Scheme Committee shall not be precluded from making a new Share Grant Award to the Eligible Employee subsequently. Acceptance of the Share Grant Award by an Eligible Employee shall be accompanied by the payment of Ringgit Malaysia One (RM1.00) (in respect of each Share Grant Award) as non-refundable consideration for the grant of the Award Shares.
- 38.2. The rights of the Share Grant Participant under the Share Grant Agreement shall be personal to the Share Grant Participant and cannot be assigned, transferred or otherwise disposed of in any manner whatsoever unless **By-Laws 13.2 or 41.2** applies.

**39. SHARE GRANT PRICE**

- 39.1. Where the vesting of the Award Shares under the Share Grant Agreement (or any part thereof) are by way of cash pursuant to **By-Law 41.6**, the reference price used to determine the amount to be paid to the Participant will be based on market value of the Shares after taking into account, among others, the five (5) day volume weighted average market price of the Shares immediately preceding the relevant vesting date(s).

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**40. TERMS OF A SHARE GRANT AGREEMENT**

40.1. A Share Grant Agreement may include the following:

- (i) Share Grant Price;
- (ii) number of Award Shares to be awarded under the Share Grant Agreement;
- (iii) Share Grant Award Date;
- (iv) Share Grant Vesting Schedule; and
- (v) any other condition which the Scheme Committee may determine from time to time in relation to that Share Grant Award.

The Share Grant Agreement shall be subject to the terms of these By-Laws.

**41. AWARD OF SHARES**

41.1. The Scheme Committee may, by giving notice in writing to Share Grant Participants, vary or waive the any of the conditions or include additional conditions, as will be used to determine the number of Award Shares awarded or vested to such Share Grant Participants on any Share Grant Award Date or Share Grant Vesting Date.

41.2. The determination whether the Share Grant Participant has achieved the stipulated conditions and the Value created therein shall be determined by the Scheme Committee at its absolute discretion.

41.3. Upon making the determination pursuant to **By-Laws 41.2**, the Scheme Committee shall vest the Award Shares to the Participant based on the value determined under **By-Law 41.2** subject to the Maximum Allowable Allocation and **By-Law 4**.

41.4. As soon as practicable after a determination is made pursuant to **By-Laws 41.2 and 41.3** to vest the Award Shares, the Scheme Committee shall notify each Participant the:

- (i) number of Award Shares vested to him;
- (ii) retention period for those Award Shares (if any);
- (iii) dates on which the Award Shares awarded shall vest (where applicable); and
- (iv) any other conditions of the vesting of the Award Shares.

41.5. No Share Grant Participant shall have a right to require any Award Shares to be vested to him/her unless and until the Scheme Committee has made a determination under **By-Laws 41.2 and 41.3** to vest the Award Shares to him under his/her Share Grant Agreement.

41.6. The Scheme Committee may, in its sole and absolute discretion, decide that the vesting of the Award Shares under the Share Grant Agreement, be satisfied by the allotment and issuance of Award Shares or wholly in cash or a combination of allotment and issuance of Award Shares and cash payment.

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**BY-LAWS FOR THE LTIS (CONT'D)**

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**42. TAKEOVER**

42.1. In the event of:

- (i) a takeover offer being made for the Company through a general offer to acquire the whole of the issued share capital of AirAsia (or such part thereof not at the time owned by the person making the general offer ("Offeror") or any persons acting in concert with the Offeror); or
- (ii) the Offeror becoming entitled or bound to exercise the right of compulsory acquisition of the Shares under the provisions of any applicable statutes, rules and/or regulations and gives notice to AirAsia that it intends to exercise such right on a specific date;

the Scheme Committee may, upon such terms and conditions as may be set out,

- (a) if there remains unvested Share Grants, allow for such number of Award Shares to be immediately vested on the Participant;
- (b) if, in relation to a Share Grant Agreement where a determination pursuant to **By-Laws 41.2 and 41.3** has yet to be made, make such determination based on the Participant's level of achievement and award such number of Award Shares the Scheme Committee deems appropriate.

42.2. In the event of death of the Participant during the circumstances set out in **By-Law 41.1(i) or (ii)**, **By-Law 41.1** shall apply mutatis mutandis to the Participant's legal or personal representatives as if the Participant's legal representatives were the Participant and subject to such terms and conditions as may be prescribed by the Scheme Committee.

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**FURTHER INFORMATION**


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**1. DIRECTORS' RESPONSIBILITY STATEMENT**

Our Board has seen and approved this Circular and it collectively and individually accepts full responsibility for the accuracy of the information given in this Circular and confirms that, after having made all reasonable enquiries and to the best of its knowledge and belief, there are no false or misleading statements or other facts, the omission of which would make any statement in this Circular false or misleading.

**2. MATERIAL COMMITMENTS**

Save as disclosed below, there is no material commitment incurred or known to be incurred by our Group which may have a material impact on the financial results/position of our Group:

<b>Capital commitment</b>	<b>Unaudited as at the LPD RM'million</b>
Contracted but not provided for <sup>(1)</sup> :	
• Not later than 1 year	1,827.83
• Later than 1 year and not later than 5 years	11,194.69
• Later than 5 years	94,577.99
<b>Total</b>	<b>107,600.51</b>

**Note:**

<sup>(1)</sup> *The approved and contracted for capital commitments of our Group are in respect of aircraft purchases.*

**3. CONTINGENT LIABILITIES**

As at the LPD, there is no contingent liability incurred or known to be incurred by our Group which, upon becoming enforceable, may have a material impact on the financial results/position of our Group.

**4. MATERIAL LITIGATION, CLAIMS OR ARBITRATION**

As at the LPD, save as disclosed below, our Group is not involved in any material litigation, claims or arbitration, either as plaintiff or defendant, and our Board is not aware of any proceedings, pending or threatened, against our Group or any facts which are likely to give rise to any proceedings which may materially and adversely affect the business or financial position of our Group:

- (i) Arbitration matter involving Mr. Christopher Davison and Mr. Navin Rajagopalan (as claimants) v AirAsia Digital Sdn Bhd ("AA Digital"), AAB and BigPay (as respondents) at Singapore International Arbitration Centre in respect of disputes arising from the shareholder disputes in relation to BigPay

On 17 March 2017, the claimants, AAB and BigPay have entered into the following agreements in relation to the regulation of affairs of BigPay:

- (1) Shareholders' agreement which sets out the terms governing the relationship between the shareholders of BigPay ("**BigPay SHA**"); and
- (2) Investment agreement which sets out the terms and conditions relating to AAB's investment in BigPay ("**BigPay IA**").

On 18 November 2021, the claimants issued a notice of arbitration against AA Digital, AAB and BigPay under the Arbitration Rules of the Singapore International Arbitration Centre 2016, in respect of the decision taken by AA Digital to terminate the BigPay SHA and BigPay IA. The claimants, as minority shareholders of BigPay, claimed for breaches and wrongful termination of the BigPay IA and BigPay SHA by the respondents and minority oppression under section 216(1) of the Companies Act 1967 of Singapore (“**Singapore Companies Act**”). The claimants made claims in the region of USD140,000,000 to USD183,000,000 (equivalent to approximately RM620,690,000 to RM811,330,500\*), and the main relief sought by the claimants was a buy-out by AA Digital of the shares held by the claimants in BigPay.

On 27 December 2024, the Singapore International Arbitration Centre issued a partial award wherein AA Digital was ordered to buy out the BigPay shares held by the claimants at the buyout price of USD14,736,000 (equivalent to RM65,332,056\*).

The arbitral tribunal will next consider the issue of costs and interest. In relation thereto, parties have filed their respective submissions to the arbitral tribunal on 20 January 2025.

AA Digital, through its solicitors, filed an application in the Singapore High Court on 26 March 2025 to set aside the aforementioned partial award. A case conference has been scheduled for 24 April 2025. The claimants have 14 days to reply to the application, though they are expected to seek an extension of time.

*\*Note: Based on BNM's exchange rate of USD1.00:RM4.4335, being the middle rate published on BNM's website as at the LPD.*

(ii) Litigation involving AirAsia (India) Limited (“**AAIL**”) and Commissioner of Central Tax, Bangalore North

During the course of the operations of AAIL, AAIL had received certain demands and assessment orders from the tax authorities in India in respect of assessment years 2016-17, 2017-18, 2018-19 and 2020-21. The maximum liability of our Group which may arise from the tax demands is approximately RM253.7 million based on 49% of the aggregate liability of AAIL of INR10,022.2 million (equivalent to approximately RM517.8 million\*).

In the midst of the ongoing litigation, the Indian Government announced a litigation settlement scheme i.e., Vivad Se Vishwas scheme (“**VSV**”) which provides an option to pay only the base tax, and the underlying interest and penalty shall be waived. Considering the facts of the case, an application was filed under VSV on 30 December 2024, a pre-requisite of which was payment of the base tax amounting to INR1,543.4 million (equivalent to approximately RM79.7 million\*), of which the Group was liable for 49% which amounted to INR756.3 million (equivalent to approximately RM39.1 million\*). Currently, the VSV application for all assessment years have been approved by the Principal Commissioner, save for the VSV application for assessment year 2018-19 which is still pending approval from the Principal Commissioner.

*\*Note: Based on BNM's exchange rate of INR100:RM5.1664, being the middle rate published on BNM's website as at the LPD.*

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## **5. DOCUMENTS AVAILABLE FOR INSPECTION**

Copies of the following documents are available for inspection at our registered office at Wisma Capital A, 19-04-02, 19, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia during normal office hours from Monday to Friday (except public holidays) from the date of this Circular up to and including the date of our EGM 2:

- (i) our Constitution;
- (ii) our audited consolidated financial statements for the past 2 financial years up to the FYE 31 December 2023 and our latest unaudited consolidated financial statements for the FYE 31 December 2024;
- (iii) the By-Laws referred to in Appendix I of Part B of the Circular; and
- (iv) the relevant cause papers in respect of the material litigation referred to in Section 4 above.

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**CAPITAL A BERHAD**

[Registration No. 201701030323 (1244493-V)]  
(Incorporated in Malaysia)

**NOTICE OF EXTRAORDINARY GENERAL MEETING 2**

**NOTICE IS HEREBY GIVEN** that an Extraordinary General Meeting 2 (“**EGM 2**”) of Capital A Berhad (“**Capital A**” or the “**Company**”) will held at Gateway Ballroom, Level 1, Sama-Sama Hotel, KL International Airport, Jalan CTA 4B, 64000 KLIA, Sepang, Selangor Darul Ehsan, Malaysia on Wednesday, 7 May 2025 at 11.00 a.m. or immediately after the conclusion of the Extraordinary General Meeting on the Proposed Regularisation Plan, which will be held at 10.00 a.m. on the same day, or at any adjournment thereof, for the purpose of considering and, if thought fit, passing with or without modifications, the following ordinary resolutions:

**ORDINARY RESOLUTION 1**

**PROPOSED NEW SHAREHOLDERS’ MANDATE FOR RECURRENT RELATED PARTY TRANSACTIONS OF A REVENUE OR TRADING NATURE**

“**THAT** approval be and is hereby given to the Company and its subsidiaries (“**Group**”) to enter into and give effect to the recurrent related party transactions of a revenue or trading nature with the related parties as set out in Section 2.3 of Part A of the of the Circular to Shareholders dated 15 April 2025, provided that such arrangements and/or transactions which are necessary for the Group’s day-to-day operations are undertaken in the ordinary course of business, at arm’s length basis, on normal commercial terms and transaction prices which are not more favourable to the related parties than those generally available to the public and not detrimental to the minority shareholders of the Company (hereinafter referred to as the “

**THAT** such approval will take effect from the conclusion of the EGM 2 or completion of the Proposed Corporate Exercise, whichever is later and shall continue to be in force until:

- (a) the conclusion of the next Annual General Meeting (“**AGM**”) of the Company at which time it will lapse, unless by a resolution passed at the meeting, the authority is renewed; or
- (b) the expiration of the period within which the next AGM of the Company after that date is required to be held pursuant to Section 340(2) of the Act (but shall not extend to such extension as may be allowed pursuant to Section 340(4) of the Act); or
- (c) revoked or varied by resolution passed by the shareholders in general meeting,

whichever is the earlier.

**AND THAT** the Directors be and are hereby authorised to do all such acts and things and take all such steps and to execute all such transactions, deeds, agreements, arrangements, undertakings and any relevant documents as the Directors in their discretion deem fit, necessary, expedient and/or appropriate in the interest of the Company in order to implement, finalise and give full effect to the Proposed RRPT Mandate and such transactions as authorised by this ordinary resolution with full powers to assent to any conditions, variations, modifications and/or amendments in any manner as may be required or permitted under relevant authorities.”

**ORDINARY RESOLUTION 2  
PROPOSED ALLOCATION OF AWARDS UNDER THE LONG TERM INCENTIVE SCHEME OF  
CAPITAL A BERHAD TO TAN SRI ANTHONY FRANCIS FERNANDES**

“**THAT** subject to the approvals of the relevant authorities and/or parties (where applicable) being obtained, approval be and is hereby given to the Board of Directors (“**Board**”) of Capital A (save for Tan Sri Anthony Francis Fernandes and Datuk Kamarudin bin Meranun) to authorise the Long Term Incentive Scheme (“**LTIS**”) Committee to offer and grant to Tan Sri Anthony Francis Fernandes, being the Executive Director and Chief Executive Officer of the Company, from time to time throughout the duration of LTIS, of up to 10% of the new ordinary shares of the Company (“**Shares**”) available under the LTIS, provided always that:

- (i) he does not participate in the deliberation or discussion of his own allocation and the allocation to any persons connected to him;
- (ii) not more than 10% of the new Shares available under the LTIS shall be allocated to him who, either singly or collectively through persons connected with him, holds 20% or more in the issued share capital (excluding treasury shares, if any) of the Company; and
- (iii) subject always to such terms and conditions and/or any adjustments which may be made in accordance with the By-Laws governing and constituting the LTIS and the Main Market Listing Requirements of Bursa Malaysia Securities Berhad (“**Bursa Securities**”) or any prevailing guidelines issued by Bursa Securities or any other relevant authorities, as amended from time to time.

**AND THAT** the Board be and is hereby authorised to allot and issue from time to time such number of new Shares to Tan Sri Anthony Francis Fernandes under the LTIS.”

**ORDINARY RESOLUTION 3  
PROPOSED ALLOCATION OF AWARDS UNDER THE LONG TERM INCENTIVE SCHEME OF  
CAPITAL A BERHAD TO DATUK KAMARUDIN BIN MERANUN**

“**THAT** subject to the approvals of the relevant authorities and/or parties (where applicable) being obtained, approval be and is hereby given to the Board of Capital A (save for Tan Sri Anthony Francis Fernandes and Datuk Kamarudin bin Meranun) to authorise the LTIS Committee to offer and grant to Datuk Kamarudin bin Meranun, being the Executive Chairman of the Company, from time to time throughout the duration of the LTIS, of up to 10% of the new Shares available under the LTIS, provided always that:

- (i) he does not participate in the deliberation or discussion of his own allocation and the allocation to any persons connected to him;
- (ii) not more than 10% of the new Shares available under the LTIS shall be allocated to him who, either singly or collectively through persons connected with him, holds 20% or more in the issued share capital (excluding treasury shares, if any) of the Company; and
- (iii) subject always to such terms and conditions and/or any adjustments which may be made in accordance with the By-Laws governing and constituting the LTIS and the Main Market Listing Requirements of Bursa Securities or any prevailing guidelines issued by Bursa Securities or any other relevant authorities, as amended from time to time.

**AND THAT** the Board be and is hereby authorised to allot and issue from time to time such number of new Shares to Datuk Kamarudin bin Meranun under the LTIS.”

**BY ORDER OF THE BOARD**

**CHEW MEI LING (SSM PC NO. 201908003178) (MAICSA 7019175)**  
**CYNTHIA GLORIA LOUIS (SSM PC NO. 201908003061) (MAICSA 7008306)**  
Company Secretaries

Kuala Lumpur  
15 April 2025

## Notes:

- (i) A member is entitled to appoint not more than two (2) proxies to attend and vote in his/her stead. Where two (2) proxies are appointed, the proportion of shareholdings to be represented by each proxy must be specified in the instrument appointing the proxies, failing which the appointments shall be invalid.
- (ii) A proxy need not be a member of the Company. There shall be no restriction as to the qualification of the proxy.
- (iii) A member who is an exempt authorised nominee for multiple beneficial owners in one securities account ("**Omnibus Account**") may appoint any number of proxies in respect of the Omnibus Account.
- (iv) The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or if the appointer is a corporation either under its common seal or under the hand of an officer or attorney duly authorised in writing.
- (v) The appointment of a proxy may be made in a hard copy form or by electronic means in the following manner and must be received by our Company not less than forty-eight (48) hours before the time appointed for holding the EGM 2 or adjourned meeting:
  - a. In hard copy form  
In the case of an appointment made in hard copy, the Form of Proxy must be duly executed and deposited at the Registered Office of the Company at Wisma Capital A, 19-04-02, 19, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia. **Faxed copies of the duly executed form of proxy are not acceptable.**
  - b. By electronic forms  
In the case of an appointment made via electronic means, the Form of Proxy can be electronically lodged via TIIH Online website at <https://tiih.online>. Please refer to the Administrative Note for further information on submission via TIIH Online website.
- (vi) Pursuant to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 and Rule 41(a) of the Company's Constitution, only those Foreigners (as defined in the Constitution) who hold shares up to the current prescribed foreign ownership limit of 45.0% of the total number of issued shares of the Company, on a first-in-time basis based on the Record of Depositors to be used for the forthcoming EGM 2, shall be entitled to vote. A proxy appointed by a Foreigner not entitled to vote, will similarly not be entitled to vote. Consequently, all such disenfranchised voting rights shall be automatically vested in the Chairman of the EGM 2.
- (vii) For the purpose of determining members who shall be entitled to attend the EGM 2, the Company shall be requesting Bursa Malaysia Depository Sdn Bhd to issue a Record of Depositors as at 29 April 2025. Only depositors whose names appear on the Record of Depositors as at 29 April 2025 shall be entitled to attend the said meeting or appoint proxies to attend and vote on their behalf.
- (viii) Pursuant to Paragraph 8.29A(1) of the Listing Requirements of Bursa Securities, all resolutions set out in the notice of EGM 2 will be put to vote by poll.

## Personal data privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM 2 and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM 2 (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM 2 (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "**Purposes**"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will fully and wholly indemnify the Company on full indemnity basis (whether demanded or not) in respect of any penalty, liability, claim, demand, loss and damage as a result of the member's breach of warranty.



**CAPITAL A BERHAD**  
(Registration No. 201701030323 (1244493-V))  
(Incorporated in Malaysia)

## FORM OF PROXY

CDS Account No. (Nominees Account Only)	
No of Shares Held	

I/We

.....  
[Full name in block, NRIC/Passport/Company No.]

Tel: ..... of .....  
[Address]

being a member of **CAPITAL A BERHAD** hereby appoints:

Full Name (in Block):	NRIC/Passport No.	Proportion of Shareholdings	
		No of Shares	%
Address:			
Email Address:			
Mobile Number:			

and/or\* (delete as appropriate)

Full Name (in Block):	NRIC/Passport No.	Proportion of Shareholdings	
		No of Shares	%
Address:			
Email Address:			
Mobile Number:			

or failing whom, the Chairman of the Meeting as \*my/our proxy to vote for \*me/us on \*my/our behalf at the Extraordinary General Meeting 2 of the Company to be held at Gateway Ballroom, Level 1, Sama-Sama Hotel, KL International Airport, Jalan CTA 4B, 64000 KLIA, Sepang, Selangor Darul Ehsan, Malaysia on Wednesday, 7 May 2025 at 11.00 a.m. or immediately after the conclusion of the Extraordinary General Meeting on the Proposed Regularisation Plan, which will be held at 10.00 a.m. on the same day, or at any adjournment thereof.

NO.	ORDINARY RESOLUTIONS	FOR	AGAINST
1	PROPOSED RRPT MANDATE		
2.	PROPOSED ALLOCATION TO TAN SRI ANTHONY FRANCIS FERNANDES		
3.	PROPOSED ALLOCATION TO DATUK KAMARUDIN BIN MERANUN		

Please indicate an "X" in the space provided below on how you wish your votes to be casted. If no specific instruction as to voting is given, the proxy will vote or abstain from voting at his/her discretion.

Signed on this..... day of ..... 2025

\_\_\_\_\_  
Signature of Member(s)/ Common Seal



*\* Manner of execution:*

- (a) *If you are an individual member, please sign where indicated.*
- (b) *If you are a corporate member which has a common seal, this Form of Proxy should be executed under seal in accordance with the constitution of your corporation.*
- (c) *If you are a corporate member which does not have a common seal, this Form of Proxy should be affixed with the rubber stamp of your company (if any) and executed by:*
  - (i) *at least two (2) authorised officers, of whom one shall be a director; or*
  - (ii) *any director and/or authorised officers in accordance with the laws of the country under which your corporation is incorporated.*

**Notes:**

- (i) A member is entitled to appoint not more than two (2) proxies to attend and vote in his/her stead. Where two (2) proxies are appointed, the proportion of shareholdings to be represented by each proxy must be specified in the instrument appointing the proxies, failing which the appointments shall be invalid.
- (ii) A proxy need not be a member of the Company. There shall be no restriction as to the qualification of the proxy.
- (iii) A member who is an exempt authorised nominee for multiple beneficial owners in one securities account ("**Omnibus Account**") may appoint any number of proxies in respect of the Omnibus Account.
- (iv) The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorised in writing or if the appointer is a corporation either under its common seal or under the hand of an officer or attorney duly authorised in writing.
- (v) The appointment of a proxy may be made in a hard copy form or by electronic means in the following manner and must be received by our Company not less than forty-eight (48) hours before the time appointed for holding the EGM 2 or adjourned meeting:
  - a. In hard copy form  
In the case of an appointment made in hard copy, the Form of Proxy must be duly executed and deposited at the Registered Office of the Company at Wisma Capital A, 19-04-02, 19, Lorong Dungun, Bukit Damansara, 50490 Kuala Lumpur, Wilayah Persekutuan, Malaysia. **Faxed copies of the duly executed form of proxy are not acceptable.**
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In the case of an appointment made via electronic means, the Form of Proxy can be electronically lodged via TIIH Online website at <https://tiih.online>. Please refer to the Administrative Note for further information on submission via TIIH Online website.
- (vi) Pursuant to the Securities Industry (Central Depositories) (Foreign Ownership) Regulations 1996 and Rule 41(a) of the Company's Constitution, only those Foreigners (as defined in the Constitution) who hold shares up to the current prescribed foreign ownership limit of 45.0% of the total number of issued shares of the Company, on a first-in-time basis based on the Record of Depositors to be used for the forthcoming EGM 2, shall be entitled to vote. A proxy appointed by a Foreigner not entitled to vote, will similarly not be entitled to vote. Consequently, all such disenfranchised voting rights shall be automatically vested in the Chairman of the EGM 2.
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- (viii) Pursuant to Paragraph 8.29A(1) of the Listing Requirements of Bursa Securities, all resolutions set out in the notice of EGM 2 will be put to vote by poll.

**Personal data privacy:**

By submitting an instrument appointing a proxy(ies) and/or representative(s), the member accepts and agrees to the personal data privacy terms set out in the Notice of EGM 2 dated 15 April 2025.

Fold this flap for sealing

Then fold here

AFFIX  
STAMP

**CAPITAL A BERHAD**  
(Registration No. 201701030323 (1244493-V))  
(Incorporated in Malaysia)

Wisma Capital A,  
19-04-02, 19, Lorong Dungun  
Bukit Damansara,  
50490 Kuala Lumpur  
Wilayah Persekutuan  
Malaysia

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