

SUNWAY[®]

SUNWAY BERHAD

Registration No. 201001037627 (921551-D)
(Incorporated in Malaysia)

DIVIDEND REINVESTMENT SCHEME STATEMENT

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

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

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

SUMMARY OF THE DIVIDEND REINVESTMENT SCHEME

The Dividend Reinvestment Scheme will provide you the option to elect to reinvest your Dividends into New Shares, in lieu of receiving cash. You should note that our Company is not obliged to undertake the Dividend Reinvestment Scheme for every Dividend declared.

Whenever a Dividend is declared, our Board may, at their discretion, determine whether to offer you a Reinvestment Option or to pay such Dividend in cash. The Electable Portion may encompass the whole or only part of the Dividend. In the event the Electable Portion is only applicable for part of the Dividend and not the whole Dividend, the Remaining Portion will be entirely satisfied in cash.

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

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

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

Subsequent to the Books Closure Date, we will send to you a copy of the NOE via email if you have a registered email address with your CDS account. Otherwise, we will despatch to you a hardcopy of the NOE by ordinary mail if you do not have a registered email address with your CDS account. Instructions will be provided in the NOE in respect of the action you should take to exercise the Reinvestment Option. The NOE will also state, amongst others, the Expiry Date.

If you have elected to participate in the Reinvestment Option, our Company will allot and issue the New Shares and despatch notices of allotment to you within eight Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities provided always that the completed DRF/e-DRF is received by our Share Registrar no later than the Expiry Date. The New Shares will not be underwritten.

We will pay you the Non-Selectable Portion and the Remaining Portion in cash in the usual manner on the Allotment Date.

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

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

(i) Option 1:

Elect to participate by reinvesting the whole Selectable Portion into the New Shares at the Issue Price and to receive the Non-Selectable Portion in cash;

(ii) Option 2:

Elect to participate by reinvesting part of the Selectable Portion into the New Shares at the Issue Price and to receive the Non-Selectable Portion and Remaining Portion in cash; or

(iii) Option 3:

Elect not to participate in the Reinvestment Option and thereby receive your entire Dividend (both the Selectable Portion and Non-Selectable Portion) entirely in cash.

Fractional entitlements and odd lots of the New Shares will not be allotted and any amount of dividend payment that is insufficient for issuance of one board lot will be paid to you in cash in the usual manner.

The New Shares will be issued free of any brokerage fees or other related transaction costs unless otherwise provided by any statute, law or regulation. However, those of you who elect to participate are required to pay RM10.00 for stamp duty. In addition, a handling fee is payable to our Share Registrar for each e-DRF submitted via TIIH Online.

The New Shares will rank equally in all respects with the then existing Sunway Shares, save and except that the New Shares shall not be entitled to any dividends, rights, allotments and/or other distributions, which may be declared, made or paid, the entitlement date of which is prior to the Allotment Date.

Those of you who are eligible to participate in the Dividend Reinvestment Scheme are subject to the restrictions described in the Terms and Conditions.

HOW TO PARTICIPATE

Participation in the Dividend Reinvestment Scheme is optional and not transferable. If you wish to reinvest into the New Shares in respect of any Electable Portion to which a NOE relates, you must complete and submit the DRF to our Share Registrar or complete and submit the e-DRF via TIIH Online in accordance with the instructions as prescribed therein on or before the Expiry Date.

If you receive more than one NOE and you wish to reinvest into New Shares in respect of all your entitlements to the Electable Portion arising from your entire shareholding in Sunway Shares, you must complete and submit all DRFs received to our Share Registrar or complete and submit all e-DRFs via TIIH Online on or before the Expiry Date. You should note that you are at liberty to decide which particular NOE you wish to elect for the reinvestment into New Shares. Where any particular NOE is not elected upon, the Dividend relating thereto will be paid to you in cash by our Company in the usual manner.

You are eligible to participate in the Dividend Reinvestment Scheme provided that:

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

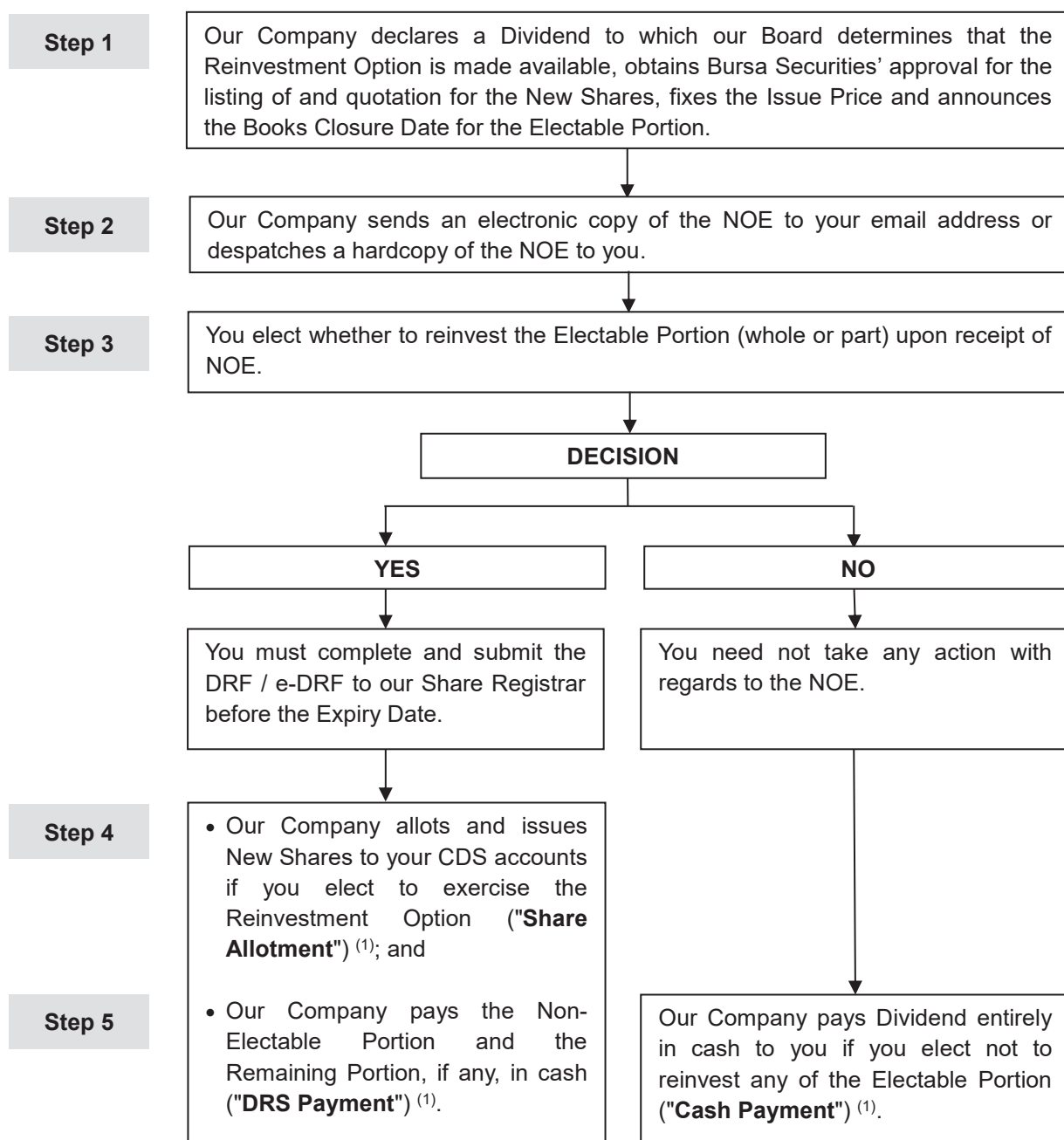
You should note that to avoid any violation on the part of our Company of the securities laws applicable outside Malaysia, the NOE will not be sent to Foreign Addressed Shareholders. Foreign Addressed Shareholders who wish to participate in the Dividend Reinvestment Scheme are advised to provide our Share Registrar with an address in Malaysia no later than three Market Days before the relevant Books Closure Date in respect of any particular Dividend to which the Reinvestment Option is made available by our Board.

You should note that under the Dividend Reinvestment Scheme:

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

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

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



Note:

(1) In respect of Steps 4 and 5, the Cash Payment, Share Allotment and DRS Payment will take place on the same day, which shall be within one month from the Books Closure Date and within three months from the date of the declaration of the Dividend or the date on which the approval is obtained in a general meeting of our Company, whichever is applicable.

TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT SCHEME

1. Establishment

The Dividend Reinvestment Scheme has been established by our Board and the administration of the Dividend Reinvestment Scheme, including the Reinvestment Option and the Electable Portion shall be determined by our Board at their absolute discretion.

2. Definitions

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

Allotment Date	:	Date of allotment and issuance of the New Shares which falls within eight Market Days from the Expiry Date or such date as may be prescribed by Bursa Securities (which will be within one month from the Books Closure Date and in any event, within three months from the date of declaration of the Dividend or the date on which the approval is obtained in a general meeting of our Company, whichever is applicable)
Board	:	Board of Directors of our Company
Books Closure Date	:	Books closure date in relation to a Dividend to which the Dividend Reinvestment Scheme applies
Bursa Depository	:	Bursa Malaysia Depository Sdn Bhd
Bursa Securities	:	Bursa Malaysia Securities Berhad
CDS	:	Central Depository System
CMSA	:	Capital Markets and Services Act, 2007 and any amendments from time to time
Constitution	:	Constitution of our Company, as amended, supplemented and/ or modified from time to time
Directors	:	Directors of our Company
Dividends	:	Cash dividends declared by our Company including interim, final, special or any other cash dividend
Dividend Reinvestment Scheme	:	Dividend reinvestment scheme that provides you the option to elect to reinvest your Dividends into New Shares in lieu of receiving cash
DRF / e-DRF	:	Electronic or hardcopy of the dividend reinvestment form issued in connection with the Dividend Reinvestment Scheme and contained in the NOE
Electable Portion	:	The whole or a portion of a Dividend to which the Reinvestment Option applies

Expiry Date	:	The last day (which will be a date to be fixed and announced by our Board) by which an election made by you for the Electable Portion must be received by our Share Registrar and which shall be a date at least 14 days from the despatch of the NOE
Foreign Addressed Shareholders	:	Our Shareholders who do not have a registered address in Malaysia
Issue Price	:	Issue price of the New Shares, to be determined by our Board on the Price Fixing Date and shall be fixed at not more than 10% discount to the five-day VWAMP of Sunway Shares immediately preceding the Price Fixing Date. The said VWAMP shall be adjusted ex-dividend before applying the aforementioned discount in fixing the Issue Price.
Listing Requirements	:	Main Market Listing Requirements of Bursa Securities and any amendments from time to time
Market Days	:	Any day between Mondays and Fridays (both days inclusive) which is not a public holiday and on which Bursa Securities is open for trading of securities
New Shares	:	New Sunway Shares to be issued pursuant to the Dividend Reinvestment Scheme
Non-Electable Portion	:	If the Electable Portion is only applicable for part of the Dividend, the remaining portion of the Dividend which will be paid in cash
NOE	:	The hardcopy or electronic copy of the notice of election (in such form as our Board may approve) pursuant to the Dividend Reinvestment Scheme which includes the DRF
Price Fixing Date	:	A date to be determined by our Board on which the Issue Price will be determined upon procuring all the relevant approvals
Registered Shareholders	:	Shareholders who have registered with TIIH Online as a user
Reinvestment Option	:	The option given to you to reinvest all or part of the Electable Portion into New Shares pursuant to the Dividend Reinvestment Scheme
Remaining Portion	:	If only part of the Electable Portion is reinvested, the balance of the Electable Portion not reinvested
RM	:	Ringgit Malaysia being the lawful currency of Malaysia
Rules	:	Rules on Take-overs, Mergers and Compulsory Acquisitions and any amendments from time to time issued by the Securities Commission Malaysia
Share Registrar	:	Share registrar of our Company, namely Tricor Investor & Issuing House Services Sdn Bhd
Shareholders	:	Shareholders of our Company
Sunway or our Company	:	Sunway Berhad
Sunway Shares	:	Ordinary shares of our Company

Terms and Conditions	:	The terms and conditions of the Dividend Reinvestment Scheme as amended, modified and supplemented from time to time
TIIH Online	:	Our Share Registrar's online system at https://tiih.online
VWAMP	:	Volume weighted average market price

In this Dividend Reinvestment Scheme Statement, 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 neuter genders and vice versa. References to persons shall include corporations, unless otherwise specified.

Any references in this Dividend Reinvestment Scheme Statement to any enactment is a reference to that enactment as for the time being amended or re-enacted. Any references to a time of day in the Dividend Reinvestment Scheme Statement shall be a reference to Malaysian time, unless otherwise stated.

3. Eligibility

You are eligible to participate in the Dividend Reinvestment Scheme provided that:

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

4. Foreign Addressed Shareholders

The Dividend Reinvestment Scheme will only be offered for subscription in Malaysia and will not be offered for subscription in any country other than Malaysia to avoid any violation on the part of our Company of the securities laws applicable outside Malaysia. Accordingly, all documents relating to the Dividend Reinvestment Scheme including the NOE will not be sent to the Foreign Addressed Shareholders. No Foreign Addressed Shareholder shall have any claim whatsoever against our Company as a result of the documents relating to the Dividend Reinvestment Scheme not being sent to such Foreign Addressed Shareholder.

Foreign Addressed Shareholders who receive or come to have in their possession a NOE and/or any other documents relating to the Dividend Reinvestment Scheme may not treat the same as being applicable to them (except where the NOE and/or documents relating to the Dividend Reinvestment Scheme have been obtained from our Share Registrar in the manner specified below) and are, in any event, advised to inform themselves of, and to observe, any prohibitions and restrictions, and to comply with any applicable laws and regulations relating to the Dividend Reinvestment Scheme as may be applicable to them.

Foreign Addressed Shareholders who wish to participate in the Dividend Reinvestment Scheme are advised to provide our Share Registrar with an address in Malaysia no later than three Market Days before the relevant Books Closure Date in respect of any particular Dividend to which the Reinvestment Option is made available by our Board.

Alternatively, such Foreign Addressed Shareholders may collect the NOE and/or other documents relating to the Dividend Reinvestment Scheme from our Share Registrar, namely Tricor Investor & Issuing House Services Sdn Bhd, at Unit 32-01, Level 32, Tower A, Vertical Business Suite, Avenue 3, Bangsar South, No. 8 Jalan Kerinchi, 59200 Kuala Lumpur or such address as may be announced by our Company from time to time. Our Share Registrar may in such event be entitled to satisfy itself as to the identity and authority of the person collecting the NOE and/or other documents relating to the Dividend Reinvestment Scheme.

Foreign Addressed Shareholders who wish to change or register their address for service of documents to an address in Malaysia should inform their respective stockbrokers to effect the change of address. Such notification should be done no later than three Market Days prior to the Books Closure Date.

Foreign Addressed Shareholders will be solely responsible for seeking advice as to the laws of any jurisdiction that they may be subjected to. Participation by the Foreign Addressed Shareholders in the Dividend Reinvestment Scheme will be on the basis that they may lawfully participate in the Dividend Reinvestment Scheme without our Company, our Directors, our employees, our advisers and the employees of our advisers being in breach of the laws of any jurisdiction.

Our Company and our subsidiaries, our Directors, officers, employees, advisers, agents, affiliates and representatives, and the employees of our advisers, agents, affiliates and representatives and other advisers shall not accept responsibility or liability in the event of any participation in the Dividend Reinvestment Scheme by a Foreign Addressed Shareholder is or shall become illegal, unenforceable, voidable or void in any such countries or jurisdictions.

5. MODE OF ELECTION TO PARTICIPATE

5.1 Physical election via hardcopy DRF

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

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

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

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

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

Our Company has the discretion and right to accept or reject any DRF that is incomplete, contains errors or is otherwise defective. Our Company is under no obligation to correct any invalid DRF on your behalf or to provide any reason for rejecting any DRF.

5.2 Electronic election via TIIH Online

Our Company will send to you a copy of the NOE via email if you have a registered email address with your CDS account. If you wish to reinvest into the New Shares in respect of any Electable Portion to which an electronic copy of the NOE relates, you may do so through TIIH Online at <https://tiih.online>. You are required to do a one-time registration (at no charge) as a user with TIIH Online to use the electronic election services to exercise your Reinvestment Option. If you are a Registered Shareholder, TIIH Online will send an email notifying you that the Dividend Reinvestment Scheme is available for you to electronically elect to exercise your Reinvestment Option.

You are advised to read the instructions as well as the terms and conditions of TIIH Online before making an electronic election.

If you wish to participate in the Reinvestment Option electronically via TIIH Online, you shall take note of the following:

- (i) any e-DRF received by our Share Registrar after the Expiry Date shall be regarded as null and void and of no legal effect unless our Board, in their absolute discretion, determine otherwise and you shall be deemed to have elected to receive the Dividend entitlement in cash. Your submission of an e-DRF is irrevocable and shall be binding on you once received by our Share Registrar;
- (ii) if you are a Registered Shareholder, you will receive an email notifying you that the Dividend Reinvestment Scheme is available for you in relation to all your CDS accounts. Accordingly, for each CDS account, you can elect to exercise the Reinvestment Option in whole or in part, or if you do not elect to exercise the Reinvestment Option, you will receive the Dividend entitlement wholly in cash;
- (iii) multiple submissions in relation to the same CDS account, or those appearing to be, or suspected of being multiple submissions in relation to the same CDS account, may be rejected at the discretion of our Board, and you shall be treated as having elected to receive your Electable Portion entitlement in cash;
- (iv) the e-DRF must be completed and submitted in accordance with the terms and conditions of TIIH Online, this Dividend Reinvestment Scheme Statement and the NOE. Any e-DRF submitted that does not conform to the terms and conditions of TIIH Online, this Dividend Reinvestment Scheme Statement and the NOE or which are illegible may not be accepted at the sole discretion of our Board. Our Board reserves the right at their absolute discretion, to reject any electronic elections which are incomplete, incorrectly completed, and/or illegible, and you shall be treated as having elected to receive your Electable Portion in cash;
- (v) the maximum number of New Shares available under the Reinvestment Option as set out in the NOE have been computed based on your Dividend entitlement as at the Books Closure Date and the Issue Price. If you elect to exercise the Reinvestment Option, you are not allowed to enter a number which is higher than the maximum number of New Shares you are entitled to under the Reinvestment Option;

- (vi) a handling/processing fee is payable if you submit an e-DRF via TIIH Online. You will also be required to pay a stamp duty of RM10.00; and
- (vii) any issuance of New Shares arising from your election to exercise the Reinvestment Option will be issued and credited into your CDS account to which such NOE relates.

5.2.1 Procedures to submit e-DRF using TIIH Online

(i) Sign up as a user of TIIH Online (at no charge)

- (a) Access TIIH Online at <https://tiih.online>
- (b) Under e-Services, select “Sign Up” – “Create Individual Account” (applicable for individuals) or “Create Corporate Holder Account” (applicable for corporations or institutions). You may refer to the tutorial guide posted on the homepage for assistance.
- (c) Registration will be verified and you will be notified by email within two working days.
- (d) Proceed to activate your account with the temporary password given in the email and re-set your own password.

Note:

If you are already a user of TIIH Online, you are not required to sign up again. An email address is allowed to be used to register one new user account, and the same email address cannot be used to register for another user account. If you are signing up to represent Corporate Holder Accounts, please contact our Share Registrar for further details and requirements.

(ii) Procedures to exercise Reinvestment Option

Individual Registered Shareholder

- (a) Login to TIIH Online at <https://tiih.online>
- (b) Select the corporate exercise name: “SUNWAY DIVIDEND NO. 21 - DIVIDEND REINVESTMENT SCHEME”.
- (c) Read and agree to the terms and conditions, and declaration.
- (d) Select your CDS Account that you wish to elect for the Reinvestment Option.
- (e) Review your election and click “Confirm”.
- (f) Review the payment of stamp duty at RM10.00 and handling fee of RM5.00 for each e-DRF.
- (g) Proceed to pay via online payment gateway through Maybank2U or any Financial Process Exchange (FPX) participating bank which you have an internet banking account.
- (h) Upon completion of payment, print the payment receipt and your e-DRF for your record.

Corporation or Institutional Registered Entitled Shareholder

- (a) Login to TIIH Online at <https://tiih.online>
- (b) Select the corporate exercise name: "SUNWAY DIVIDEND NO. 21 - DIVIDEND REINVESTMENT SCHEME".
- (c) Read and agree to the terms and conditions, and declaration.
- (d) Proceed to download the "e-DRF file of Reinvestment Option".
- (e) Preview the CDS account details and its respective Reinvestment Option.
- (f) Prepare the submission of your election by inserting the required information into the "e-DRF file of Reinvestment Option".
- (g) Proceed to pay stamp duty at RM10.00 and handling fee of RM2.00 for each e-DRF into our Share Registrar's bank account as follows:

Account Name : TRICOR INVESTOR & ISSUING HOUSE SERVICES SDN BHD

Bank : Malayan Banking Berhad

Bank Account No. : 514012025081

Bank Swift Code : MBBEMYKL

Note:

The bank account above is solely for payment to be made by **Corporations or Institutional Registered Shareholders** who are subscribing via TIIH Online platform only.

- (h) Upon payment of stamp duty and handling fee, login to TIIH Online, select corporate exercise name: "SUNWAY DIVIDEND NO. 21 – DIVIDEND REINVESTMENT SCHEME" and proceed to upload the duly completed "e-DRF file of Reinvestment Option".
- (i) Select "Submit" to complete your submission.
- (j) Print the confirmation report of your submission for your record.

The online election made via TIIH Online shall be made based on and subject to the Terms and Conditions and those set out below:

- (a) by electing to submit the e-DRF, you request and authorise Bursa Depository to credit the New Shares allotted to you into your CDS account as stated in the Record of Depositors as at the Books Closure Date;
- (b) the Terms and Conditions shall be governed by, and construed in accordance with the laws of Malaysia and you shall be deemed to have irrevocably and unconditionally submitted to the exclusive jurisdiction of the Malaysian Courts in respect of any matters in connection with the Dividend Reinvestment Scheme;

- (c) your confirmation for the number of New Shares elected for under the Reinvestment Option shall signify and be treated as your acceptance of New Shares available for the Reinvestment Option allotted to you in respect of your Electable Portion;
- (d) you acknowledge that your election made via the TIIH Online is subject to the risks of electrical, electronic, technical, transmission, communication and computer-related faults and breakdowns, fires and other events beyond the control of our Company and our Share Registrar, and irrevocably agree that if our Company and our Share Registrar do not receive your e-DRF or data relating to your elections are wholly or partially lost, corrupted or inaccessible, or not transmitted or communicated to our Company and our Share Registrar by the Expiry Date, you shall be deemed not to have made an election and shall not make any claim whatsoever against our Company and our Share Registrar for the New Shares subscribed for or for any compensation, loss or damage relating to the subscription of the New Shares;
- (e) all of your particulars including your nationality and place of residence, in the records of the relevant internet participating financial institution at the time of your submission of the e-DRF via TIIH Online shall be true and correct, and our Company, our Share Registrar, authorised financial institution and Bursa Depository shall be entitled to rely on the accuracy thereof;
- (f) you must inform Bursa Depository promptly of any change in address failing which the notice of allotment will be sent to your address last maintained with Bursa Depository;
- (g) the election will not be successfully completed and cannot be recorded as a completed transaction at the screen of TIIH Online unless you complete all the steps required. By doing so, you shall be deemed to have confirmed agreement and compliance to all the terms and conditions of TIIH Online; and
- (h) by submitting an e-DRF, you agree that:
 - (i) in consideration of our Company agreeing to allow and accept your submission of an e-DRF, your e-DRF is irrevocable and cannot be subsequently withdrawn or cancelled;
 - (ii) our Company, our Share Registrar and our advisers for the Dividend Reinvestment Scheme shall not be liable for any delays, failures or inaccuracies in the processing of data relating to your e-DRF due to a breakdown or failure of transmission or communication facilities or to any cause beyond control of our Company, our Share Registrar and our advisers;

- (iii) in relation to any legal action, proceedings or dispute arising out of or in relation with the contract between the parties and/or TIIH Online and/or any terms herein, all rights, obligations and liabilities shall be construed and determined in accordance with the laws of Malaysia and with all directives, rules, regulations and notices from regulatory bodies and that you irrevocably submit to the exclusive jurisdiction of the Malaysian Courts;
- (iv) our Share Registrar, on the authority of our Company, reserves the right to reject e-DRF which does not conform to these instructions;
- (v) any submission of the e-DRF that does not comply with the Terms and Condition shall be treated as invalid;
- (vi) if you fail to meet or comply with the Terms and Conditions stipulated herein or fail to provide the information required accurately, our Company and/or our Share Registrar have the absolute right to reject your submitted e-DRF;
- (vii) if our Company and/or our Share Registrar reject the e-DRF or exercises their discretion to accept any e-DRF notwithstanding the non-compliance with any or all of the Terms and Conditions, our Company and/or our Share Registrar shall be absolved from any or all forms of liabilities, losses, damages, costs and claims that may be incurred or suffered by us / them as a result thereof;
- (viii) our Company and/or our Share Registrar reserve the right to accept or reject any e-DRF, in part or in full without assigning any reason;
- (ix) any invalid or rejected e-DRF shall be treated as having elected to receive the Dividend entitlement in cash;
- (x) our Company has not provided you with investment advice or any other advice; and
- (xi) any e-DRF received by our Share Registrar after the Expiry Date shall be regarded as null and void and of no legal effect unless our Board at their sole discretion determine otherwise and you shall be deemed to have elected to receive your Dividend entitlement in cash.

By electing to participate in the Reinvestment Option, you unconditionally and irrevocably:

- (a) warrant to our Company that you have the legal right, full power and authority to participate in the Dividend Reinvestment Scheme and that your participation in the Dividend Reinvestment Scheme will not result in a breach of any statute, law or regulation or your contractual obligation;
- (b) acknowledge that our Company may at any time determine whether your DRF is valid, even if, the DRF is incomplete, contains errors or is otherwise defective;
- (c) acknowledge that our Company may accept or reject your DRF and the decision of our Company is final and conclusive and agree that our Company need not provide any reason therefor;
- (d) acknowledge that our Company has not provided you with investment advice or any other advice;

- (e) agree to the Terms and Conditions and agree not to do any act or thing which would be contrary to the intention or purpose of the Dividend Reinvestment Scheme;
- (f) submit to the jurisdiction of the Malaysian courts, in each case, at all times until the termination of the Dividend Reinvestment Scheme; and
- (g) agree that if at any time after our Board has determined that the Dividend Reinvestment Scheme shall apply to any Dividend but before the allotment and issuance of the New Shares, our Board shall consider that by reason of any event or circumstance (whether arising before or after such determination by our Board) or by reason that it is no longer expedient or appropriate to implement the Dividend Reinvestment Scheme for the Electable Portion, our Board may, at their absolute discretion and as it deems fit or expedient, and in the interest of our Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Scheme for the Electable Portion. Further, our Board may cancel the application of the Dividend Reinvestment Scheme for the Electable Portion notwithstanding any other provisions, these Terms and Conditions set out herein or otherwise and irrespective of whether an election to exercise the Reinvestment Option has been made. Such cancellation shall be communicated through announcement to Bursa Securities or in such other manner as our Board deems fit or expedient, subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be. In such event, the Dividend will be paid to you in cash by our Company in the usual manner.

A tax voucher will be despatched to you irrespective of whether an election is made. For income tax purposes, you shall be treated as having received cash distribution equivalent to the amount of the Dividend declared, notwithstanding that you may elect to exercise the Reinvestment Option. Hence, the election for the Reinvestment Option does not relieve you of any income tax obligation (if applicable) and there is no tax advantage to be gained in exercising the Reinvestment Option or otherwise.

Our Company will allot and issue the New Shares and despatch notices of allotment to you if you have elected to participate in the Reinvestment Option within eight Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities.

The Non-Electable Portion and the Remaining Portion will be paid to you in cash by our Company in the usual manner, where applicable, on the Allotment Date (which will be within one month from the Books Closure Date and in any event, within three months from the date of declaration of the Dividend or the date on which the approval is obtained in a general meeting of our Company, whichever is applicable).

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

You will receive the Electable Portion in cash if you do not expressly elect in writing to exercise the Reinvestment Option by the Expiry Date. As such, if you wish to receive your Dividends entirely in cash, you need not take any action with regard to the NOE.

6. Extent of application of Dividend Reinvestment Scheme to each Electable Portion

Our Board may, at their discretion, determine in respect of any Dividend, whether the Dividend Reinvestment Scheme shall apply and if so, whether the Electable Portion is for the whole or a portion of the Dividend. If our Board has not determined that the Dividend Reinvestment Scheme is to apply to a particular Dividend, such Dividend shall be paid to you in cash by our Company in the usual manner.

7. Share entitlement

In respect of any Electable Portion, the maximum number of New Shares to be allotted and issued to those of you who have elected to reinvest the whole or part of the Electable Portion into New Shares in respect of a NOE shall be calculated in accordance with the following formula:

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

Where:

- N : Number of New Shares to be allotted and issued as fully paid-up to you in respect of such NOE
- S : Number of Sunway Shares held by you as at the Books Closure Date to which a NOE relates
- D : Electable Portion or part thereof, expressed in RM
- V : Issue Price

Any fractional entitlement and odd lots of New Shares computed in accordance to the above formula will be paid to you in cash by our Company in the usual manner.

On 23 February 2023, our Board had declared a second interim single-tier dividend of 3.5 sen per Sunway Share for the financial year ended 31 December 2022 (“**Second Interim Dividend**”) of which you may elect to reinvest the Electable Portion of 2.0 sen per Sunway Share into New Shares with the Remaining Portion to be paid in cash.

Subsequently, on 21 March 2023, our Board had fixed the issue price at RM1.38 per New Share. Pursuant to the Dividend Reinvestment Scheme, in the event that all of our Shareholders elect to reinvest their entire Electable Portion for the Second Interim Dividend into New Shares, the total number of New Shares that would be issued will be up to 70,856,100 New Shares (rounded down to the nearest board lot) which represents approximately 1.45% of the total number of 4,889,077,153 Sunway Shares (excluding 45,004,665 treasury shares) as at 5 April 2023, being the Books Closure Date for the Second Interim Dividend.

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

8. Odd lots

Under the Dividend Reinvestment Scheme, if you exercise the Reinvestment Option and receive New Shares, you shall be allotted with such New Shares in multiples of 100 New Shares. The amount of the Dividends relating to the entitlement of New Shares which is less than 100 New Shares will be added to the Remaining Portion and Non-Electable Portion, and paid to you in cash by our Company in the usual manner. You shall not be allotted and issued with odd lots of New Shares arising from your election to exercise the Reinvestment Option.

9. Terms of allotment

Unless our Board otherwise determines, all New Shares allotted under the Dividend Reinvestment Scheme will be allotted and issued as fully paid-up. All such New Shares shall upon allotment and issuance rank equally in all respects with the then existing Sunway Shares, save and except that the New Shares shall not be entitled to any dividends, rights, allotments and/or other distributions which may be declared, made or paid, the entitlement date of which is prior to the Allotment Date.

As the New Shares to be issued pursuant to the Dividend Reinvestment Scheme are prescribed securities, the New Shares will be credited directly into your CDS accounts and no physical share certificate will be issued.

10. Notifications to you

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

Our Company will allot and issue the New Shares and despatch notices of allotment to you if you have elected to participate in the Reinvestment Option within eight Market Days from the Expiry Date or such other date as may be prescribed by Bursa Securities.

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

11. Cost to be incurred by you

The New Shares will be issued to you free of any brokerage or fees unless otherwise provided by any statute, law or regulation. However, you are required to pay RM10.00 for stamp duty for each DRF / e-DRF submitted. In addition, a handling fee is payable to our Share Registrar for each e-DRF submitted via TIIH Online.

12. Cancellation of application of the Dividend Reinvestment Scheme

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

13. Modification, suspension and termination of the Dividend Reinvestment Scheme

Subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia, as the case may be, the Dividend Reinvestment Scheme and the Terms and Conditions may be modified, suspended (in whole or in part) or terminated at any time by our Board as it deems fit or expedient by giving notice in writing to you in such manner as our Board deems fit, notwithstanding any other terms and conditions of the Dividend Reinvestment Scheme and irrespective of whether an election to exercise the Reinvestment Option has been made by you.

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

14. General administration of the Dividend Reinvestment Scheme

Our Board may implement the Dividend Reinvestment Scheme in the manner as it may deem fit at their absolute discretion.

Our Board has the power to:

- (a) determine procedures, rules and regulations for administration of the Dividend Reinvestment Scheme which are consistent with the Terms and Conditions, as may be amended or modified from time to time;
- (b) settle in such manner as they think fit, any difficulty, anomaly or dispute (including relating to the interpretation of any provision, regulation or procedure or as to any rights under the Dividend Reinvestment Scheme) which may arise in connection with the Dividend Reinvestment Scheme, whether generally or in relation to any of you or any New Shares and the determination of our Board will be conclusive and binding on all of you and other persons to whom the determination relates;
- (c) delegate to any one or more persons, for such period and on such conditions as our Board may determine, the exercise of any of its powers or discretion under or in respect of the Dividend Reinvestment Scheme and references to a decision, opinion or determination of our Board include a reference to the decision, opinion or determination of the person or persons to whom our Board have delegated its authority for the purposes of administering the Dividend Reinvestment Scheme; and
- (d) waive strict compliance by you or our Company with any of the Terms and Conditions.

15. Implications of the Rules and other shareholding limits

(a) The Rules

Your attention is drawn to Paragraph 4.01 of the Rules and Section 217 of the CMSA. You should note that you may be under an obligation to extend a take-over offer for the remaining Sunway Shares not already owned by you and persons acting in concert with you (collectively, the "**Affected Parties**") if by participating in the Dividend Reinvestment Scheme in relation to any Electable Portion:

- (i) the Affected Parties have obtained control via the acquisition or holding of, or entitlement to exercise or control the exercise of more than 33.0% of our Company's voting shares or voting rights, or such other amount as may be prescribed in the Rules, howsoever effected; or

- (ii) the Affected Parties acquire more than 2.0% percent of the voting shares or voting rights of our Company in any six-month period, and the Affected Parties hold more than 33.0% but not more than 50.0% of the voting shares or voting rights of our Company during the said six-month period, or such other amount as may be prescribed in the Rules.

Therefore, in the event an obligation to undertake a mandatory offer is expected to arise resulting from the Affected Parties' exercise of the Reinvestment Option, the Affected Parties may wish to consult their professional advisers at the earliest opportunity for:

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

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

(b) Other shareholding limits

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

In view of the shareholding limits referred to above, our Board shall be entitled but not obligated to (save and except where required by law) reduce or limit the number of New Shares to be issued to you should our Board be aware or be informed of any expected breach of such shareholding limits as a result of your exercise of the Reinvestment Option.

16. Disclaimer

Notwithstanding any other provisions, our Board and our Company including any of our subsidiaries, our Directors, officers, employees, advisers, agents, affiliates and representatives and the employees of our advisers, agents, affiliates and representatives nor other advisers, shall not, under any circumstance, be held liable for any damage, cost, loss and expense whatsoever and howsoever arising or incurred or suffered by any person including any of you arising out of or in connection with the Dividend Reinvestment Scheme including (but not limited to):

- (a) any obligation of any of you undertaking a mandatory offer as a result of the Dividend Reinvestment Scheme;
- (b) a breach of any restrictions on any of your shareholding of Sunway Shares which may be imposed by your contractual obligations, or by statute, law or regulation in force in Malaysia or any other relevant jurisdiction, or by any relevant authorities; and

- (c) any losses suffered by any of you due to changes in share prices of Sunway Shares or the quantum of future Dividend after the implementation of the Dividend Reinvestment Scheme.

17. Governing Law

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

18. Notices and statements

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