

ANNEX A

LIST OF LICENCES, ASSIGNMENTS, ALLOCATIONS AND AUTHORISATIONS HELD BY MAXIS AS AT THE LATEST PRACTICABLE DATE

I. LICENCES

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1.	Maxis Mobile	Network facilities provider individual licence for the provision of fixed links and cables, radiocommunications transmitters and links and towers, poles, ducts and pits used in conjunction with other network facilities	NFP/1/2000/91	1 October 2009	30 September 2019	<ul style="list-style-type: none"> The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee. The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. The licensee shall comply with the spectrum plan issued under the CMA. The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. The licensee shall permit interconnection with the licensee's network facilities and/or network services under the terms and conditions which may be determined and/or approved by the Commission. The licensee shall comply with any determination made by the Commission or USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
2.	Maxis Mobile	Network service provider individual licence for the provision of communications services over network facilities	NSP//2000/103	1 October 2009	30 September 2019	<p>The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee.</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with the spectrum plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network services is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. • The licensee shall permit interconnection with the licensee's network facilities and/or network services under the terms and conditions which may be determined and/or approved by the Commission. • The licensee shall comply with any determination made by the Commission on USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
3.	Maxis Mobile	Network facilities provider individual licence for the provision of fixed links and cables, radiocommunications transmitters and links and towers, poles, ducts and pits used in conjunction with other network facilities	NFP/12000/26	23 January 2003	23 December 2014	<ul style="list-style-type: none"> • The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee. • The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with the spectrum plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. • The licensee shall permit interconnection with the licensee's network facilities under the terms and conditions which may be determined and/or approved by the Commission. • The licensee shall comply with any determination made by the Commission on USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
4.	Maxis Mobile	Network service provider individual licence for the provision of communications services over network facilities	NSP/12000/27	23 January 2003	23 December 2014	<ul style="list-style-type: none"> • The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee. • The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with the spectrum plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network services is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. • The licensee shall permit interconnection with the licensee's network services under the terms and conditions which may be determined and/or approved by the Commission. • The licensee shall comply with any determination made by the Commission on USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
5.	Maxis Mobile	Applications service provider class licence for the provision of PSTN telephony, public payphone services, directory services and internet access services	SKMM (S) 07-LD / 110 / 6 / 3 / 02711/ ms	1 April 2009	31 March 2010	<ul style="list-style-type: none"> • The licensee shall only be permitted to offer services specified in the item 3 of the licensee's Class Licence (Form D) Registration Form. In the event the licensee intends to provide any services other than the services as set out in Form D, the licensee is required to furnish information in respect of the said intended changes along with the requisite payments as provided in Schedule 2 of the Licensing Regulations. • Section 126 of the CMA provides that anyone owning or providing any form of network facilities or network services whether or not in connection to the application service provider set out above or otherwise, is required to have a valid network facilities provider licence or network services provider licence. • The licensee shall comply with the provisions of the CMA. • The licensee shall comply with the provisions of any subsidiary legislation made, or other instruments, guidelines or regulatory policies issued under the CMA. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities and/or network services is accurate and reliable in all material aspects. • The licensee shall not in any way whatsoever have access to an international communications network without a Network Service Provider Individual Licence except by way of entering into an arrangement with a Network Service Provider Individual Licence holder for the purpose. • The licensee shall observe and comply with the special rate regulation regime as may be determined by the Minister under Section 200 of the CMA. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
6.	Maxis Broadband	Network facilities provider individual licence for the provision of earth stations, fixed links and cables, radiocommunications transmitters and links, satellite hubs and towers, poles, ducts and pits used in conjunction with other network facilities	NFP//2000/89	1 October 2009	30 September 2019	<ul style="list-style-type: none"> • The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee. • The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with the spectrum plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. • The licensee shall permit interconnection with the licensee's network facilities and/or network services under the terms and conditions which may be determined and/or approved by the Commission. • The licensee shall comply with any determination made by the Commission on USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
7.	Maxis Broadband	Network service provider individual licence for the provision of communications services over network facilities	NSP/12000/101	1 October 2009	30 September 2019	<p>The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee.</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with the spectrum plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network services is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. • The licensee shall permit interconnection with the licensee's network facilities and/or network services under the terms and conditions which may be determined and/or approved by the Commission. • The licensee shall comply with any determination made by the Commission on USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
8.	Maxis Broadband	Applications service provider class licence for the provision of PSTN telephony, messaging services, internet access services, directory services, public payphone services, IP telephony and public switched data services	SKMM (S) 07-LD / 110 / 6 / 3 / 02724 / ms	1 April 2009	31 March 2010	<ul style="list-style-type: none"> The licensee shall only be permitted to offer services specified in the item 3 of the licensee's Class Licence (Form D) Registration Form. In the event the licensee intends to provide any services other than the services as set out in Form D, the licensee is required to furnish information in respect of the said intended changes along with the requisite payments as provided in Schedule 2 of the Licensing Regulations. Section 126 of the CMA provides that anyone owning or providing any form of network facilities or network services whether or not in connection to the application service provider set out above or otherwise, is required to have a valid network facilities provider licence or network services provider licence. The licensee shall comply with the provisions of the CMA. The licensee shall comply with the provisions of any subsidiary legislation made, or other instruments, guidelines or regulatory policies issued under the CMA. The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities and/or network services is accurate and reliable in all material aspects. The licensee shall not in any way whatsoever have access to an international communications network without a Network Service Provider Individual Licence except by way of entering into an arrangement with a Network Service Provider Individual Licence holder for the purpose. The licensee shall observe and comply with the special rate regulation regime as may be determined by the Minister under Section 200 of the CMA. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
9.	Maxis International	Network facilities provider individual licence for the provision of earth stations, fixed links and cables, satellite hubs, submarine cable landing centre and towers, poles, ducts and pits used in conjunction with other network facilities	NFP/12000/90	1 October 2009	30 September 2019	<ul style="list-style-type: none"> The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee. The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. The licensee shall comply with the spectrum plan issued under the CMA. The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities and/or network services is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. The licensee shall permit interconnection with the licensee's network facilities and/or network services under the terms and conditions which may be determined and/or approved by the Commission. The licensee shall comply with any determination made by the Commission on USP. 	Complied.
10.	Maxis International	Network service provider individual licence for the provision of communications services over network facilities	NSP/12000/102	1 October 2009	30 September 2019	<ul style="list-style-type: none"> The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee. The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. The licensee shall comply with the spectrum plan issued under the CMA. The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
11.	Maxis Mobile Services	Network facilities provider individual licence for the provision of radiocommunications transmitters and links and towers, poles, ducts and pits used in conjunction with other network facilities	NFP//2000/92	1 October 2009	30 September 2019	<ul style="list-style-type: none"> • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network services is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. • The licensee shall permit interconnection with the licensee's network facilities and/or network services under the terms and conditions which may be determined and/or approved by the Commission. • The licensee shall comply with any determination made by the Commission on USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
12.	Maxis Mobile Services	Network service provider individual licence for the provision of communications services over network facilities	NSP/2000/104	1 October 2009	30 September 2019	<ul style="list-style-type: none"> • The licensee shall notify the Minister of any changes in the substantial shareholdings of the licensee. • The licensee shall notify the Minister of any joint ventures or consortiums, which it enters into with any other licensees after the grant of this licence. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with the spectrum plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network services is accurate and reliable in all material aspects. <p>Special or additional licence conditions:</p> <ul style="list-style-type: none"> • The licensee shall notify the Minister in writing, of any restructuring or rationalisation of the licensee's corporate structure. • The licensee shall permit interconnection with the licensee's network services under the terms and conditions which may be determined and/or approved by the Commission. • The licensee shall comply with any determination made by the Commission of USP. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
13.	Maxis Mobile Services	Applications service provider class licence for the provision of public cellular services, directory services, internet access services, messaging services and IP telephony	SKMM (S) 07-LD / 110 / 6 / 3 / 11232/ ms	1 April 2009	31 March 2010	<ul style="list-style-type: none"> • The licensee shall only be permitted to offer services specified in the item 3 of the licensee's Class Licence (Form D) Registration Form. In the event the licensee intends to provide any services other than the services as set out in Form D, the licensee is required to furnish information in respect of the said intended changes along with the requisite payments as provided in Schedule 2 of the Licensing Regulations. • Section 126 of the CMA provides that anyone owning or providing any form of network facilities or network services whether or not in connection to the application service provider set out above or otherwise, is required to have a valid network facilities provider licence or network services provider licence. • The licensee shall comply with the provisions of the CMA. • The licensee shall comply with the provisions of any subsidiary legislation made, or other instruments, guidelines or regulatory policies issued under the CMA. • The licensee shall comply with the numbering and electronic addressing plan issued under the CMA. • The licensee shall comply with any consumer codes registered under the CMA which are relevant to the activities of the licensee. • The licensee shall take reasonable steps to ensure that the charging mechanism used in connection with any of its network facilities and/or network services is accurate and reliable in all material aspects. • The licensee shall not in any way whatsoever have access to an international communications network without a Network Service Provider Individual Licence except by way of entering into an arrangement with a Network Service Provider Individual Licence holder for the purpose. • The licensee shall observe and comply with the special rate regulation regime as may be determined by the Minister under Section 200 of the CMA. 	Complied.

ANNEX A (cont'd)

NO.	LICENSEE	DESCRIPTION OF LICENCES	REFERENCE NO.	DATE OF GRANT/ RENEWAL	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
14.	Maxis Asia Access	Services-Based Operator (Individual) Licence for the provision of international simple resale services, resale of leased circuit services and virtual private network services	Not applicable	27 November 2007	26 November 2012	<ul style="list-style-type: none"> The licensee shall pay a licence fee of SGD5,000 per annum to the Infocomm Development Authority of Singapore ("IDA") for the duration of the licence period. The licensee shall not assign, transfer, sublet or otherwise dispose of its rights, duties, liabilities, obligations and privileges under the licence to any person except with the prior written approval of the IDA. The licensee shall notify IDA within 5 days from any change in: <ol style="list-style-type: none"> the appointment of its Chairman, Board or Chief Executive Officer, or the ownership of any share or interest in the licensee which would result in any person owning, whether legally or beneficially, at least 30% of the licensee or its issued voting shares. In the event that the licensee desires to terminate the licence or any of the services it provides, the licensee must obtain IDA's prior written approval. The licensee shall give IDA 6 months prior written notice if it intends to terminate the licence and 3 months prior written notice if it intends to terminate any of the services it provides. 	Complied.

ANNEX A (cont'd)

II. SPECTRUM ASSIGNMENT

NO.	SPECTRUM ASSIGNMENT HOLDER	DESCRIPTION OF ASSIGNMENT	REFERENCE NO.	DATE OF GRANT	EXPIRY DATE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1.	UMTS	Spectrum assignment over the following frequency bands: <ul style="list-style-type: none"> • 1935 MHz to 1950 MHz • 2125 MHz to 2140 MHz • 2015 MHz to 2020 MHz 	SA/02/2003	2 April 2003	1 April 2018	<ul style="list-style-type: none"> • The assignment holder shall not assign or transfer any or all of its rights under this spectrum assignment without the prior approval of the Commission. • There shall be no change in the shareholding of the assignment holder without the prior approval of the Commission for a period of 5 years from the date of this spectrum assignment or until the assignment fee of this spectrum assignment has been fully paid, whichever is the later. 	Complied.

III. SPECTRUM ALLOCATION

NO.	SPECTRUM ALLOCATION HOLDER	DESCRIPTION OF ALLOCATION	REFERENCE NO.	DATE OF GRANT	SPECTRUM TENURE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
1.	Maxis Mobile Services	Spectrum allocation for mobile cellular services under the GSM 1800 band allocation	JTM10/6439.0 1(12)	26 September 1994	The tenure of the spectrum allocation is valid so long as the licence(s) under which it is used is valid.	<p>Compliance with Communications and Multimedia (Spectrum) Regulations 2009</p> <p>The Commission may suspend or cancel an assignment in circumstances including:</p> <ul style="list-style-type: none"> (i) a breach of any condition of the assignment; (ii) a failure to pay any fee in relation to the assignment; (iii) a breach of any technical standard, mandatory standard or voluntary code registered by the Commission under the CMA; (iv) a contravention of any provision of the CMA or any subsidiary legislation made under the CMA in relation to the assignment; or (v) a contravention of any other relevant written laws. 	Complied.

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NO.	SPECTRUM ALLOCATION HOLDER	DESCRIPTION OF ALLOCATION	REFERENCE NO.	DATE OF GRANT	SPECTRUM TENURE	SALIENT CONDITIONS	STATUS OF COMPLIANCE
2.	Maxis Mobile	Spectrum allocation for mobile cellular services under the GSM 900 band allocation	JTM10/6436.0 1(29)	23 July 1993	The tenure of the spectrum allocation is valid so long as the licence(s) under which it is used is valid.	<p>Compliance with Communications and Multimedia (Spectrum) Regulations 2000</p> <p>The Commission may suspend or cancel an assignment in circumstances including:</p> <ul style="list-style-type: none"> (i) a breach of any condition of the assignment; (ii) a failure to pay any fee in relation to the assignment; (iii) a breach of any technical standard, mandatory standard or voluntary code registered by the Commission under the CMA; (iv) a contravention of any provision of the CMA or any subsidiary legislation made under the CMA in relation to the assignment; or (v) a contravention of any other relevant written laws. 	Complied.
3.	Maxis Mobile	Spectrum allocation for mobile cellular services under the extended GSM band allocation	MCMC(TD)/ZZI 302/2003	30 July 2003	The tenure of the spectrum allocation is valid so long as the licence(s) under which it is used is valid.	<p>Compliance with Communications and Multimedia (Spectrum) Regulations 2000</p> <p>The Commission may suspend or cancel an assignment in circumstances including:</p> <ul style="list-style-type: none"> (i) a breach of any condition of the assignment; (ii) a failure to pay any fee in relation to the assignment; (iii) a breach of any technical standard, mandatory standard or voluntary code registered by the Commission under the CMA; (iv) a contravention of any provision of the CMA or any subsidiary legislation made under the CMA in relation to the assignment; or (v) a contravention of any other relevant written laws. 	Complied.
4.	Maxis Broadband	Spectrum allocation for backhaul transmission - Fixed Wireless Access (FWA 10.5 GHz):- (i) 2X28 MHz for Putrajaya, Kuala Lumpur, Selangor and Johor (ii) 2X14 MHz for the border of Johor and Singapore	SKMM(T)06- RAD/80.06/Jld .1(017)	18 May 2009	The spectrum tenure is until 31 December 2013.	<ul style="list-style-type: none"> • This allocation will be cancelled in the event that Maxis Broadband's implementation does not meet the rollout plan as indicated in Maxis Broadband's letter of 1 April 2009 unless any proposed changes to this plan is approved by the Commission. 	Complied.

ANNEX B

BYE-LAWS OF MAXIS BERHAD**2009 EMPLOYEE SHARE OPTION SCHEME****1. PURPOSE**

The purpose of the Scheme is to promote ownership of Shares in Maxis Berhad by employees of Maxis Berhad and its Subsidiaries, thereby reinforcing a mutuality of interest among directors, employees and shareholders of Maxis Berhad and to enable Maxis Berhad and its Subsidiaries to attract, retain, reward and motivate employees by permitting them to share in its growth.

2. DEFINITIONS

As used in these Bye-Laws,

"Applicable Laws" means requirements relating to employee share option schemes under applicable Malaysian company and securities laws, the listing requirements, rules and regulations of Bursa Malaysia, any guidelines prescribed by any Malaysian regulatory authority having jurisdiction for the time being to regulate employee share option schemes and the applicable laws of any other country or jurisdiction where Options are granted under the Scheme, as such laws, rules, regulations, requirements and guidelines shall be in place from time to time.

"Authorised Nominee" has the meaning ascribed thereto in the Central Depositories Act.

"Board" means the board of directors of the Company and, to the extent of any delegation by the Board to a committee (or subcommittee thereof) pursuant to Clause 17 of these Bye-Laws, such committee (or subcommittee).

"Bursa Depository" means Bursa Malaysia Depository Sdn Bhd and its successors in title.

"Bursa Malaysia" means Bursa Malaysia Securities Berhad and its successors in title.

"Central Depositories Act" means the Securities Industry (Central Depositories) Act 1991, as amended from time to time and any re-enactment thereof.

"Change in Control" shall have the meaning assigned thereto by the Board from time to time.

"Closing Date" means the closing date for acceptance of Options as set out in the Acceptance Form described in Clause 6.5.

"Company" means Maxis Berhad, a company incorporated in Malaysia, and any successor corporation.

"Depositor" means the holder of a Securities Account.

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“Employee” means an employee of a Group Company who has a written employment contract and any director (executive and non-executive) of the Company.

“Eligible Employee” means an Employee who meets the criteria of eligibility to participate in the Scheme with regard to Options.

“Fair Market Value” in relation to a Share means:

- (a) in respect of a Share subscribed for upon the exercise of an Option which is an Initial Grant, the price at which a Share is purchased by a retail investor under the IPO; and
- (b) in respect of a Share subscribed for upon the exercise of an Option which is not an Initial Grant, a price which is the weighted average of the market price quotation of Shares for the five (5) Market Days immediately preceding the date on which the Option is granted rounded down to the nearest RM0.01 or the par value of a Share, whichever is higher.

“Group Company” means any one of the Company and the Subsidiaries and “Group Companies” means any two or more of them.

“Holding Company” means a holding company of the Company as defined in Section 5 of the Companies Act 1965.

“Initial Grant” means the initial Option granted prior to the consummation of the IPO, on terms that exercise thereof is conditional upon such consummation.

“IPO” means the initial public offering of the Shares via an offer for sale by Maxis Communications Berhad.

“Listing Requirements” means the Main Market Listing Requirements of Bursa Malaysia, as amended from time to time.

“Market Day” means any day between Monday and Friday (both days inclusive) which is not a public holiday and on which Bursa Malaysia is open for trading of securities.

“Offer Date” means, in relation to an Option, the date of the written offer thereof to an Eligible Employee in accordance with the provisions of these Bye-Laws.

“Option” means a right to subscribe for a Share upon exercise of that Option granted pursuant to Clause 6 of these Bye-Laws.

“Option Commencement Date” means, in respect of an Option, the date fixed by the Board as the date from which that Option may be exercised by the Optionee in accordance with these Bye-Laws.

“Option Period” means, in relation to an Option, the period commencing from that Option’s Option Commencement Date and expiring on that Option’s Option Termination Date (both dates exclusive).

“Option Price” means the subscription price payable per Share upon the exercise of an Option.

“Optionee” means the holder of an outstanding Option granted under this Scheme.

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"Option Termination Date" means, in relation to an Option, the date from which that Option terminates, expires, lapses and/or otherwise ceases to be of any force and effect in accordance with these Bye-Laws.

"Persons Connected" has the same meaning as that in paragraph 1.01 of the Listing Requirements.

"Record of Depositors" means the record provided by Bursa Depository to the Company under Chapter 24.0 of the Rules of Bursa Depository.

"RM" or "Ringgit Malaysia" means the lawful currency of Malaysia.

"Rules of Bursa Depository" means the rules of Bursa Depository and any appendices thereto, as amended from time to time.

"Secretary" means any person or persons appointed to perform the duties of the Secretary of the Company and shall include a joint, temporary, assistant or deputy secretary.

"Scheme" means the 2009 Employee Share Option Scheme of the Company, as amended from time to time.

"Securities Account" means an account established by Bursa Depository for a Depositor for the recording of deposit of securities and for dealings in securities by the Depositor as permitted under the Central Depositories Act and/or Rules of Bursa Depository.

"Shares" means ordinary shares of par value RM0.10 (or such other sum as may be adjusted in accordance with Applicable Laws and the constituent documents of the Company) each in the capital of the Company.

"Subsidiary" means a subsidiary of the Company as defined in Section 5 of the Companies Act 1965, not being a dormant company.

"Substantial Shareholder" has the meaning ascribed thereto in Section 69D of the Companies Act 1965.

"Termination of Service" means the termination of service of an Optionee as an Employee for any reason (other than by reason of his death), with or without cause, which includes termination by resignation, removal or dismissal, failure to be re-elected, or retirement.

"Twenty Percent Holder" means an Employee who either singly or collectively with his Persons Connected owns twenty per cent (20%) or more of the issued and paid-up capital of the Company.

ANNEX B (cont'd)

3. SHARES AVAILABLE

- 3.1 The total number of Shares which may be issued under Options granted pursuant to this Scheme shall not exceed in aggregate 250,000,000 during the existence of the Scheme.
- 3.2 The total number of Shares which may be issued under Options granted under this Scheme to directors and members of senior management of the Company and its Subsidiaries shall not exceed in aggregate 50% of the total number of Shares to be issued under the Scheme.
- 3.3 The total number of Shares which may be issued under Options granted under this Scheme to Twenty Percent Holders shall not exceed in aggregate 10% of the total number of Shares to be issued under the Scheme.
- 3.4 Notwithstanding the provisions of Clause 3.1, if by reason of a purchase by the Company of its own shares or the implementation by the Company of any corporate proposal (each an "Event"), the total number of new Shares which may be issued on the exercise of Options granted pursuant to this Scheme shall exceed in the aggregate ten per cent (10%) of the total issued and paid-up share capital of the Company, then all offers and Options granted prior to the relevant Event shall remain valid and exercisable in accordance with the provisions of this Scheme. However, no additional offers of Options shall be made nor shall any additional Options be granted unless the total number of Shares which may be issued under the Scheme shall fall below ten per cent (10%) of the total issued and paid-up share capital of the Company.
- 3.5 The Company shall at all times keep available sufficient unissued Shares to satisfy all outstanding Options.

4. ELIGIBILITY

Subject to the discretion of the Board, any Employee shall be eligible to participate in the Scheme if, as at the Offer Date, the Employee has attained the age of eighteen (18) years.

5. BASIS OF ALLOCATION OF OPTIONS

Subject to the provisions of Clauses 3.2 and 3.3, the number of new Shares that may be offered under the Options to any one of the Eligible Employees shall be at the discretion of the Board after taking into consideration the performance of the Company and the performance, seniority and number of years of service of the Eligible Employee as well as his actual or potential contribution to the Group. In determining the number of years of service of an Eligible Employee, the Board may take into consideration any service provided by such Eligible Employee as a secondee to the Company and/or any of its Subsidiaries.

ANNEX B (cont'd)

6. OFFER AND ACCEPTANCE OF OPTIONS

- 6.1 Subject to and in accordance with the provisions of these Bye-Laws, the Board may, within the duration of the Scheme, make offers to grant Options to Eligible Employees whom the Board may in its discretion select.
- 6.2 Offers in respect of Options to be comprised in the Initial Grant shall be made prior to the consummation of the IPO and on terms that exercise of such Options are conditional upon such consummation.
- 6.3 Offers in relation to Options (other than those comprised in the Initial Grant) may thereafter be made from time to time as the Board may determine in its discretion.
- 6.4 Each offer to grant Options shall:
- 6.4.1 be substantially in the form set out in Appendix A (subject to modification by the Board from time to time);
 - 6.4.2 specify the Option Price per share, which shall be the Fair Market Value thereof and the closing date for the acceptance of the offer (the "Closing Date");
 - 6.4.3 specify the type or types of Option(s) which forms the subject matter of the offer.
- 6.5 An Eligible Employee who accepts an offer of Options must return, on or before the Closing Date, the duly completed Acceptance Form (substantially in the form as set out in Appendix B, subject to modification by the Board from time to time) accompanied by a payment to the Company of the sum of RM1.00 as consideration for acceptance of that offer. If the offer is not accepted in such manner, the offer shall automatically lapse upon the Closing Date and shall then be null and void.
- 6.6 Successive grants may be made to the same Optionee whether or not any Options previously granted to such Optionee remain unexercised.

7. EXERCISE OF OPTIONS

- 7.1 Unless otherwise determined by the Board, all Options shall become exercisable:
- 7.1.1 to the extent of one-third ($1/3^{\text{rd}}$) of the Shares covered thereby on each of the first three anniversaries of the date of grant, if the Optionee shall have been in the continuous service of the Company or any of its Subsidiaries throughout such period. For this purpose the service of an Employee shall not be considered to have been interrupted (and therefore ceasing to be continuous) by reason alone of any of the following:
 - (a) sick leave; or
 - (b) study leave for a period of not more than one (1) year; or

ANNEX B (cont'd)

- (c) any other leave of absence approved by the Company or Subsidiary to whom the Employee provides his services, provided that such leave shall be for a period of not more than ninety (90) days; or
 - (d) in the case of transfers between the Company and any Subsidiary and vice versa or between one Subsidiary and another Subsidiary;
- 7.1.2 on such date or dates as may be determined by the Board following a Change in Control; or
- 7.1.3 at the discretion of the Board, on such date or dates as may be determined by the Board, in the event of the Termination of Service of the Optionee under any of the circumstances described in Clause 9.2.
- 7.2 No Option shall be exercisable if the exercise thereof would violate any provision of Applicable Laws, nor shall any Option be exercisable more than 10 years from the date on which this Scheme shall become effective.
- 7.3 During the period within which an Option may be exercised as provided in Clause 7.1, an Optionee may exercise Options in whole or in part in multiples of and no less than 100 Shares only at such time in accordance with any guidelines as may be prescribed by the Board from time to time. To exercise an Option, an Optionee shall give written notice to the Company in the form set out in Appendix C subject to modification by the Board from time to time, specifying the number of Shares to be subscribed for and provide payment of the Option Price and shall further specify the number of the Securities Account of the Optionee or of the Optionee's Authorised Nominee and furnish any other documentation that may be required by the Company.
- 7.4 The Option Price shall be payable in cash which shall be remitted to the Company with the notice referred to in Clause 7.3 or, at the discretion of the Board, by such other form of consideration or in such other manner as may be acceptable to the Company, and permitted under Applicable Laws and, without limitation to the generality of the foregoing, any grant may at the discretion of the Board provide (to the extent permitted by Applicable Laws) for deferred payment of the Option Price from the proceeds of sale through a broker on a date satisfactory to the Company of some or all of the Shares to which such exercise relates.
- 7.5 Except as otherwise determined by the Board, no Option shall be transferable by the Optionee except by will or the laws of descent and distribution and the Optionee shall not create any charge, pledge, lien or other encumbrance whatsoever in respect of an Option or any part thereof. Except as otherwise determined by the Board and save as otherwise provided under Clause 9.3, Options shall be exercisable during the Optionee's lifetime only by the Optionee or, in the event of the Optionee's legal incapacity to do so, the Optionee's guardian or legal representative acting on behalf of the Optionee in a fiduciary capacity under Applicable Laws and any required court supervision.

ANNEX B (cont'd)

- 7.6 Subject to and in accordance with the provisions of the Articles of Association of the Company, the Central Depositories Act and the Rules of Bursa Depository, the Company shall within eight (8) Market Days of the receipt by the Company of the aforesaid notice referred to in Clause 7.3 and remittance from the Optionee, allot and issue the relevant number of Shares, despatch a notice of allotment stating the number of Shares to be credited into the Securities Account of the Optionee or the Optionee's Authorised Nominee with a copy to the Optionee, as the case may be, and make an application for the quotation of the Shares. No physical share certificate(s) will be issued to the Optionee.
- 7.7 Notwithstanding anything to the contrary, in the event of any take-over offer being made for the issued Shares of the Company or any other corporate proposal (including but not limited to a capital reduction exercise), being undertaken whereby all of the issued Shares of the Company is to be acquired (or all of the issued Shares of the Company ends up in the hands of one or more sponsors of such proposal or their nominees), whether by way of a general offer or otherwise, the Board may in its sole discretion unilaterally decide:
- (a) to alter any Option Period applicable in respect of an Option, whether by shortening or lengthening the same;
 - (b) to alter any Option Commencement Date and/or Option Termination Date;
 - (c) to fix any Option Commencement Date and/or Option Termination Date; and/or
 - (d) to alter the terms of any Option.
- 7.8 Subject to the discretion of the Board, in the event of any application being made to the court for approval of a compromise or arrangement between the Company and its members proposed for the purposes of, or in connection with, a scheme of arrangement and/or arrangement and reconstruction of the Company under Section 176 of the Companies Act 1965, or its amalgamation with any other company or companies under Section 178 of the Companies Act 1965, an Optionee may exercise all or any part of his Options that are exercisable but remain unexercised, at any time commencing from the date upon which the application is so made to the court and ending on the date immediately prior to the date on which the scheme is approved ("Approval Date") (or on any other date specified by the Board in its sole discretion). For the avoidance of doubt, any outstanding Options after the Approval Date (or on any other date specified by the Board in its sole discretion) shall automatically lapse and shall then be null and void.

8. RIGHTS IN SHARES

- 8.1 Shares issued upon the exercise of an Option will be subjected to all the provisions of the Memorandum and Articles of Association of the Company and shall rank *pari passu* in all respects with the then existing issued Shares save that they will not entitle the holders thereof to receive any rights or bonus issues or dividends or distributions the entitlement date of which precedes the date of the issue of the Shares.

ANNEX B (cont'd)

- 8.2 No Optionee shall be entitled to exercise any voting rights in respect of any Shares nor to receive any notice of general meetings of the Company unless such Shares have been credited into the Securities Account of the Optionee pursuant to the exercise of Options prior to the relevant record date for the despatch of such notice of general meeting of the Company and to vote thereat.

9. TERMINATION OF OPTIONS

- 9.1 All unexercised Options held by an Optionee shall forthwith lapse and cease to be exercisable in relation to any Shares in respect of which such Options have not been exercised upon the occurrence of one or more of the following events:

- 9.1.1 the Optionee's Termination of Service; or
- 9.1.2 in the event of the liquidation of the Company; or
- 9.1.3 in the event of bankruptcy of the Optionee.

- 9.2 In the event of the Termination of Service of an Optionee prior to the exercise of an Option, the Board may approve in writing the exercise or partial exercise of such Option by the Optionee upon such terms and conditions as may be set out by the Board in its discretion, if such cessation occurs by reason of:

- 9.2.1 retirement on attaining the retirement age under the Company's retirement policy;
- 9.2.2 retirement before attaining the normal retirement age, but with the consent of the Board;
- 9.2.3 redundancy;
- 9.2.4 ill-health, injury, physical or mental disability; or
- 9.2.5 any other circumstances which are acceptable to the Board.

- 9.3 If an Optionee dies before the expiration of the Option Period, and, as at the date of his/her death, held an Option or Options which has become exercisable in accordance with this Scheme but remains unexercised or partially exercised as at the date of the Optionee's death, such Option or Options may be exercised or partially exercised by the legal or personal representative of the Optionee, at any time not more than one year after the Optionee's death.

- 9.4 If an Optionee dies before the expiration of the Option Period, and, as at the date of his/her death, held an Option or Options which has not otherwise become exercisable in accordance with this Scheme, the Board may at its discretion declare in writing that such Option or Options (or any part thereof) shall nevertheless be exercisable by the legal or personal representative of the Optionee, at any time not more than one year after the Optionee's death, whereupon such Option or Options shall become so exercisable by the legal or personal representative of the Optionee.

ANNEX B (cont'd)

10. ADJUSTMENTS

- 10.1 The Board may make or provide for such adjustments in the Option Price and in the number of Shares covered by outstanding Options as the Board in its discretion may in good faith determine to be equitably required in order to prevent dilution or enlargement of the rights of Optionees that would otherwise result from any (a) share dividend, share split, combination of shares, recapitalisation, rights issue, bonus issue, capital reduction or other change in the capital structure of the Company, (b) merger, consolidation, separation, reorganisation, partial or complete liquidation, issuance of rights or warrants to purchase or subscribe for shares or (c) other corporate transaction or event having an effect similar to any of the foregoing. Moreover, in the event of any such transaction or event, the Board, in its discretion, may provide in substitution for any or all outstanding Options under this Scheme such alternative consideration as it, in good faith, may determine to be equitable in the circumstances and may require in connection therewith the surrender of all Options so replaced. Any adjustments made, other than an adjustment resulting from a bonus issue, shall be confirmed in writing by the external auditor of the Company. Unless otherwise determined by the Board, the adjustments pursuant to this clause shall be effective on the day immediately following the book closure date for the event giving rise to that adjustment.
- 10.2 Any adjustment in the number of Shares covered by outstanding Options shall comply with the requirements of Applicable Laws and shall give each Optionee the same proportion of the issued Shares of the Company as that to which he was previously entitled, save and except for any adjustment in respect of a rights issue. In the case of a rights issue, any adjustments made shall ensure that the capital outlay to be incurred by the Optionee in exercising his Options remain unaffected.
- 10.3 Notwithstanding anything to the contrary, the provisions of this clause 10 shall not apply where the alteration in the capital structure of the Company arises from:
- (a) the issue of new Shares or other securities as consideration (or part consideration) for an acquisition of any other securities, assets or business;
 - (b) a 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;
 - (c) a private placement or restricted issue of new Shares or other securities by the Company;
 - (d) the implementation of a Share buy-back arrangement by the Company under the Companies Act 1965;
 - (e) any issue of warrants, convertible loan stocks or other instruments by the Company that gives a right of conversion into Shares or other securities, and any issue of new Shares or other securities arising from the exercise of any conversion rights attached to such convertible securities; or
 - (f) any issue of new Shares upon the exercise of Options granted under this Scheme.

ANNEX B (cont'd)

11. SHARE OPTION AGREEMENT

The Board may require that any Option be evidenced by a Share Option Agreement. The form of each Share Option Agreement shall be prescribed, and any Share Option Agreement evidencing an outstanding Option may with the concurrence of the affected Optionee be amended by the Board, provided that the terms and conditions of each Share Option Agreement and amendment are not inconsistent with this Scheme and that no amendment shall adversely affect the rights of the Optionee with respect to any outstanding Option without the Optionee's consent.

12. CANCELLATION OF OPTIONS

The Board may, (with the concurrence of the affected Optionee, if so required by Applicable Laws) cancel any Option granted under this Scheme. In the event of any such cancellation, the Board may authorise the granting of new Options (which may or may not cover the same number of Shares that had been the subject of any prior Option) in such manner, at such Option Price and subject to similar terms, conditions and discretion as would have been applicable under this Scheme had the cancelled Options not been granted.

13. WITHHOLDING

No later than the date as of which any amount first becomes includible in the gross income of an Optionee for any applicable income tax purposes with respect to any Option under this Scheme, the Optionee shall pay to the Company, or make arrangements satisfactory to the Board regarding the payment of, any national or local taxes of any kind required by law to be withheld with respect to such amount. If so determined by the Board, the minimum required withholding obligations may be settled with Shares, including Shares that are part of the award that gives rise to the withholding requirement. The obligations of the Company under this Scheme shall be conditional on such payment or arrangements, and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Optionee.

14. GOVERNING LAW

These Bye-Laws, this Scheme and all Options granted and actions taken thereunder shall be governed by and construed in accordance with the laws of Malaysia.

15. FRACTIONAL SHARES

The Company shall not be required to issue any fractional Shares pursuant to this Scheme. The Board may provide for the elimination of fractions or for the settlement of fractions for cash.

ANNEX B (cont'd)

16. MULTIPLE JURISDICTIONS

In order to facilitate the making of any grant under this Scheme, the Board may provide for such special terms for Options to Optionees who are employed by the Company or any Subsidiary in any particular jurisdiction, or who are nationals of any particular jurisdiction, as the Board may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Board may approve such supplements to or amendments, restatements or alternative versions of this Scheme as it may consider necessary or appropriate for such purposes, without thereby affecting the terms of this Scheme as in effect for any other purpose, and the Secretary or other appropriate officer of the Company may certify any such document as having been approved and adopted in the same manner as this Scheme. No such special terms, supplements, amendments or restatements, however, shall include any provisions that are inconsistent with the terms of this Scheme as then in effect unless this Scheme could have been amended to eliminate such inconsistency.

17. ADMINISTRATION

This Scheme shall be administered by the Board, which may from time to time delegate all or any part of its authority under this Scheme to a committee of not less than three of its members appointed by the Board. To the extent of any such delegation, references in this Scheme to the Board shall also refer to the committee. A majority of the members of the committee shall constitute a quorum, and any action taken by a majority of the members of the committee who are present at any meeting of the committee at which a quorum is present, or any action of the committee that are unanimously approved by the members of the committee in writing, shall be the acts of the committee. The Board or committee shall have the authority to delegate responsibility and authority for the operation and administration of this Scheme, appoint employees and officers of the Company to act on its behalf, and employ persons to assist in fulfilling their responsibilities under this Scheme.

18. AMENDMENT

Subject to any approvals which may be required of Bursa Malaysia and any other relevant authorities, this Scheme may be amended from time to time by the Board; provided, however, that any amendment which must be approved by the shareholders of the Company in order to comply with Applicable Laws, shall not be effective unless and until such approval has been obtained. Presentation of this Scheme or any amendment hereof for shareholders' approval shall not be construed to limit the Company's authority to offer similar or dissimilar benefits under other plans or schemes or otherwise without shareholders' approval. Furthermore, no amendment or alteration of this Scheme shall be made which would impair the rights of an Optionee with respect to any outstanding Option under this Scheme without the Optionee's consent and no amendment or alteration of this Scheme shall be made, in relation to the definition of "Fair Market Value" in Clause 2 and Clauses 3, 4, 5, 6.4.2, 6.5, 7.1, 7.2, 7.3, 7.4, 8, 10.2 and 20 to the advantage of actual or prospective participants in the Scheme without the prior approval of the Company's shareholders in general meeting where such approval is required under Applicable Laws.

ANNEX B (cont'd)

19. EFFECTIVE DATE

This Scheme shall be effective immediately upon its approval by the shareholders of the Company and its adoption by the Board; provided, however, that the Initial Grant shall be conditional on the consummation of the IPO and shall be void and of no further effect if the IPO is not consummated prior to March 31, 2010.

20. TERM

No Option shall be granted pursuant to this Scheme on or after the tenth anniversary of the date on which this Scheme shall become effective, and no awards granted prior to such tenth anniversary may extend beyond that.

21. AWARDS IN SUBSTITUTION FOR AWARDS GRANTED BY OTHER COMPANIES

21.1 To the extent not otherwise provided in this Scheme, Options may be granted under this Scheme in substitution for awards held by (i) employees of a company which is not a Group Company but which subsequently becomes a Group Company ("Previous Company") as a result of the acquisition, merger or consolidation of the Previous Company by or with the Company or a Subsidiary; or (ii) employees of any Substantial Shareholder of the Company who had provided services to the Company or any Subsidiary as secondees of such Substantial Shareholder and who subsequently become Employees.

21.2 The terms, provisions and benefits of the substitute awards so granted may vary from those set forth in or authorised by this Scheme to such extent as the Board at the time of the grant may deem appropriate to conform, in whole or in part, to the terms, provisions and benefits of awards in substitution for which they are granted.

22. DIVESTMENT OF SUBSIDIARIES

If an Optionee is in the employment of a company which ceases to be a Group Company due to a subsequent disposal or divestment (in whole or in part) from the Group resulting in a subsequent holding of 50% or less of the equity of that company by another Group Company, then such Optionee:

- (a) will remain entitled to exercise all exercisable but unexercised Options which were granted to him under this Scheme within such time period determined by the Board, failing which the right of such Optionee to subscribe for that number of the new Shares or any part thereof granted under such exercisable but unexercised Options shall automatically lapse upon the expiration of the said time period and be null and void and of no further force and effect; and
- (b) shall not be eligible to any grant of further Options under this Scheme.

ANNEX B (cont'd)

23. ACQUISITION OF SUBSIDIARIES

Notwithstanding anything to the contrary, but subject to Clause 21, in the case of an employee of a Previous Company, such an employee ("Affected Employee"):

- (a) will be entitled to continue to exercise all such unexercised rights or options that were granted to him under the Previous Company's employee share scheme or employee share option scheme in accordance with the bye-laws of that Previous Company's employee share scheme or employee share option scheme, but he shall not, upon that Previous Company becoming a Group Company, be eligible to participate for further rights or options under such Previous Company's employee share scheme or employee share option scheme unless permitted by the Board;
- (b) (subject to the approval of the Board) may be eligible to participate in this Scheme only for the remaining duration of this Scheme; and
- (c) if the Affected Employee had participated in the Previous Company's employee share scheme or employee share option scheme, the number of new Shares to be offered to such Affected Employee under this Scheme shall be determined by the Board.

24. LIQUIDATION

Upon the commencement of the winding-up proceedings of the Company, all unexercised or partially exercised Options shall lapse and be null and void and of no further force and effect, and this Scheme shall terminate.

25. EARLY TERMINATION

Notwithstanding the provisions of Clause 20, the Company may with the prior approval of:

- 25.1 the Company's members in general meeting wherein at least a majority of the members present shall vote in favour of such approval; and
- 25.2 all Optionees who have yet to exercise their Options, either in part or in whole, and whose approval must be in writing

terminate this Scheme prior to the expiry of the term specified in Clause 20.

26. NOT A TERM OF EMPLOYMENT

- 26.1 This Scheme shall not be construed as conferring upon the Optionees any right with respect to continuation of employment by the Company or any of its Subsidiaries, nor shall it interfere in any way with the right of the Company or any of its Subsidiaries to terminate such employment at any time, with or without cause. The terms of employment of an Employee shall not be affected by the execution of this Scheme. The Options granted under this Scheme shall not form a part of the terms of employment of an Employee nor entitle him to take into account the Options granted under this Scheme in calculating any benefits or payment whatsoever or compensation or damages during the course of his employment or on the termination of his employment for any reason.

ANNEX B (cont'd)

- 26.2 In no circumstances whatsoever shall any Employee ceasing to hold office or employment by virtue of which he is or may be eligible to participate in this Scheme be entitled to any compensation for any loss of any right or benefit or prospective right or benefit under this Scheme which he might otherwise have enjoyed whether such compensation is claimed by way of damages for wrongful dismissal or other breach of contract or by way of compensation for loss of office or otherwise howsoever.
- 26.3 In the event an Optionee is subject to disciplinary proceedings (whether or not such disciplinary proceedings will give rise to a Termination of Service) the Board may, in its discretion, suspend and/or cancel the right of the Optionee to exercise his/her Option pending the outcome of such disciplinary proceedings. The Board may impose such terms and conditions as the Board shall deem appropriate having regard to the nature of the charges made or brought against the Optionee and the outcome of such disciplinary proceedings.

27. INSPECTION OF ACCOUNTS

All Employees are entitled to inspect the latest audited accounts of the Company and its Subsidiaries at the office of the Scheme Administrator, as may be designated by the Board from time to time, at Level 17, Menara Maxis, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia, during normal office hours on Mondays to Fridays (public holidays excepted).

ANNEX B (cont'd)

APPENDIX A
Letter of Offer

Date:

PRIVATE AND CONFIDENTIAL

To : *Name*
Designation
Address

Dear Sir/Madam

We are pleased to inform you that you have been nominated by the Board of Maxis Berhad ("**Company**") to participate in the Company's 2009 Employee Share Option Scheme ("**Scheme**").

Accordingly, an offer is hereby made to grant you options ("**Options**"), in consideration of the payment of a sum of RM1.00 as determined by the Board, to subscribe for and be allotted [] ordinary shares of par value [] per share in the capital of the Company, at a price of RM[] per ordinary share ("**Share**"). The Options shall be subject to the terms of this letter and the Scheme (as the same may from time to time be amended). You may refer to the following Scheme Administrator appointed by the Board for a copy of the Bye-Laws of the Scheme and any other relevant information and documents relating to the Scheme as may be determined from time to time by the Board:

Scheme Administrator:Name:
Designation:
Company:
Address:
Tel No:

If you wish to accept this offer, please sign and return to the Scheme Administrator at the above address, the enclosed Acceptance Form with a sum of RM1.00 by 4.00 pm Malaysian time on [] being the closing date for acceptance of the Options, failing which this offer shall forthwith lapse. Upon your acceptance of this offer, the Options are deemed to have been granted to you as of the date of this letter.

Please note that the Options are personal to you and you shall not transfer or assign to any other person or create any charge, lien or other encumbrances whatsoever in respect of the Options or any part thereof or any rights thereunder.

Yours faithfully

ANNEX B (cont'd)

APPENDIX B
Acceptance Form

The Company Secretary
Maxis Berhad

C/o The Scheme Administrator
[Name and Address of Appointee]

Closing Date for acceptance of Options: (4.00 pm Malaysian time)

No. of Shares over which the Options are offered:

Option Price per Share:

I have read your letter of offer dated _____ ("**Letter of Offer**") and agree to be bound by the terms of the Maxis Berhad 2009 Employee Share Option Scheme ("**Scheme**") and the Letter of Offer. I hereby accept the option to subscribe for the Shares specified above at the Option Price specified above and enclose a cheque for/cash* RM1.00, in payment for the Options.

I understand that I am not obliged to exercise the Options.

I confirm that as at the date hereof, I am not less than 18 years old or an undischarged bankrupt.

I acknowledge that you have not made any representation or warranty or given me any expectation of employment or continued employment to induce me to participate in the Scheme or accept the offer and that the terms of the Letter of Offer and this Acceptance Form constitute the entire agreement between us relating to the offer.

Please print in Block Letters

Name in Full :
Designation :
Address :

Nationality :
NRIC/Passport No :

Signature :
Date :

*Delete accordingly

ANNEX B (cont'd)

APPENDIX C
Notice of Exercise of Options

The Company Secretary
Maxis Berhad

C/o The Scheme Administrator
[Name and Address of Appointee]

Total No of ordinary shares (" Shares ") over which the Options were offered under the 2009 Employee Share Option Scheme (" Scheme "), on (" Offer Date ")	:	
Number of Shares previously allotted under the Scheme	:	
Outstanding balance of Shares which may be allotted under the Scheme	:	
Number of Shares now to be subscribed	:	
Option Price per Share	:	
Option Period	:	A period commencing from the date, fixed by the Board, as the date that Options may be exercised and expiring on the date that Options terminate, lapse or cease to be in force in accordance with the Bye-Laws.

1. *[Please complete either (a)(i) or (a)(ii)]*

- (a) Pursuant to the Company's letter of offer under the Scheme to me on the above Offer Date, I hereby exercise Options to subscribe for Shares ("**Subscription Shares**") in Maxis Berhad at RM per Share.

I/We request the Company to allot and issue the said Subscription Shares and credit the Subscription Shares as follows :-

- *(i) in my/our name and to my/our direct securities account number with
[.....]; or

ANNEX B (cont'd)

*(ii) in the name of, my/our nominee, and to my/our nominee's securities account number with [.....].

The particulars of the said nominee are as follows :-

aa. address :
 bb. registration number :
 cc. country of incorporation :

2. I/We enclose *cashier's order/bank draft no. for RM by way of subscription for the said Subscription Shares.

3. I agree that the subscription for the said Subscription Shares is subject to the terms of the grant of the Options, the Scheme (as amended from time to time) and the Memorandum and Articles of Association of the Company.

4. *(a) I declare that I am subscribing for the said Subscription Shares for myself and not as a nominee for any other person.

OR

*(b) I declare that the nominee named in paragraph 1(a)(ii) above (as the case may be) is subscribing for the said Subscription Shares as my nominee.

OR

*(c) I/We declare that I/we are subscribing for the Subscription Shares in my/our capacity as the legal personal representative(s) of the [specify name of deceased employee].

*Delete accordingly

Please print in Block Letters

Name in Full :
 Designation :
 Address :
 Nationality :
 NRIC/Passport No :
 Signature :
 Date :

**NOTE In the case of an exercise of Options by legal representative(s), please provide information relating to such legal representative(s).

Maxis Berhad

Level 18, Menara Maxis
Kuala Lumpur City Centre
Off Jalan Ampang
50088 Kuala Lumpur, Malaysia

T: 603 2330 7000

F: 603 2330 0008

W: www.maxis.com.my



From left: Petronas Twin Towers, Menara Maxis

The photographs depicted on the cover of this prospectus are for the purpose of illustration only and do not purport to indicate that the properties or assets depicted in the photographs belong to Maxis.