



AEON Credit Service (M) Berhad  
Registration No. 199601040414 (412767-V)

# NOTICE OF EXTRAORDINARY GENERAL MEETING

**NOTICE IS HEREBY GIVEN THAT** an Extraordinary General Meeting of AEON Credit Service (M) Berhad (“**AEON Credit**” or “**Company**”) will be conducted on a virtual basis through live streaming and online remote voting using the Remote Participation and Electronic Voting facilities from the Broadcast Venue at Grand Studio Room, Level 1, Wyndham Grand Bangsar, 1, Jalan Pantai Baharu, Jaya Tower 3, 59200 Kuala Lumpur, Malaysia on Monday, 16 October 2023 at 10.00 a.m. or at any adjournment thereof, for the purpose of considering and if thought fit, passing with or without modifications the following resolutions by way of poll:

## ORDINARY RESOLUTION 1

### **PROPOSED JOINT VENTURE BETWEEN AEON CREDIT SERVICE (M) BERHAD AND AEON FINANCIAL SERVICE CO., LTD. TO UNDERTAKE THE BUSINESS OF A DIGITAL ISLAMIC BANK (“PROPOSED JOINT VENTURE”)**

“**THAT** subject to the conditions precedent as set out in the Shareholders’ Agreement dated 14 July 2023 (“**Shareholders’ Agreement**”) entered into between AEON Credit and AEON Financial Service Co., Ltd. (“**AFS**”) being fulfilled, approval be and is hereby given to AEON Credit to operate a joint venture company, ACS Digital Berhad (“**ACSD**”) together with AFS to engage in the business of a digital Islamic bank.

**AND THAT** the Board of Directors of AEON Credit (“**Board**”), be and is hereby authorised and empowered to give full effect to the Proposed Joint Venture with full power to deal with all matters incidental, ancillary and/or relating thereto and to do all such steps and do all acts, deeds and things to enter into any arrangements, transactions, agreements, indemnities and/or undertakings and to sign, execute and deliver on behalf of the Company, all such documents as may be necessary, expedient and/or appropriate to implement and give full effect to the Proposed Joint Venture and the Shareholders’ Agreement (including but not limited to providing capital and liquidity support for the digital banking business and for implementing the exit plan measures in the event of an exit, including amongst others, to meet, pay and settle all outstanding customer deposits, and carrying out all undertakings committed to Bank Negara Malaysia) with full powers to assent to any conditions, variations, modifications and/or amendments as the Board may be in its absolute discretion deem fit, necessary or expedient and/or as may be imposed or permitted by any relevant authorities in connection with the Proposed Joint Venture and to do all such things as the Board consider necessary or expedient in the best interest of the Company.”

## ORDINARY RESOLUTION 2

### **PROPOSED BONUS ISSUE OF 255,307,690 NEW ORDINARY SHARES IN AEON CREDIT SERVICE (M) BERHAD (“AEON CREDIT SHARES”) (“BONUS SHARES”) ON THE BASIS OF 1 BONUS SHARE FOR EVERY 1 AEON CREDIT SHARE HELD BY THE ENTITLED SHAREHOLDERS ON AN ENTITLEMENT DATE TO BE DETERMINED LATER (“PROPOSED BONUS ISSUE”)**

“**THAT**, subject to the approvals of all relevant regulatory authorities or parties, including but not limited to the approval of Bursa Malaysia Securities Berhad (“**Bursa Securities**”) being obtained, the Board of Directors of the Company (“**Board**”) be and is hereby authorised to issue 255,307,690 Bonus Shares to be credited as fully paid-up on the basis of 1 Bonus Share for every 1 existing AEON Credit Share held by the shareholders whose names appear in the Record of Depositors of the Company as at the close of business on the entitlement date to be determined and announced later by the Board.

**THAT** fractional entitlements arising from the Proposed Bonus Issue, if any, will be disregarded and/or dealt with by the Board in such manner as it may in its absolute discretion deem fit or expedient and to be in the best interest of the Company.

**THAT** such Bonus Shares shall, upon allotment and issuance, rank *pari passu* with the existing AEON Credit Shares.

**AND THAT** the Board be and is hereby authorised and empowered to do all acts, deeds and such things and to enter into, sign, execute and deliver or caused to be signed, executed or delivered on behalf of the Company, all necessary

documents, agreements or arrangements to give effect and complete the Proposed Bonus Issue, including without limitation, with full power to assent to or make any modifications, variations and/or amendments as may be required or imposed by the relevant authorities and/or parties or as may be deemed necessary and/or expedient and/or appropriate by the Board in their absolute discretion and to take such steps as may be necessary or expedient to finalise, implement, give full effect and to complete the Proposed Bonus Issue.”

### **By Order of the Board**

#### **TAI YIT CHAN**

(SSM PC No. 202008001023) (MAICSA 7009143)

Company Secretary

Selangor Darul Ehsan

29 September 2023

#### **Notes:**

- I. The Company will conduct the Extraordinary General Meeting (“EGM”) on a virtual basis through live streaming and online remote voting using the Remote Participation and Electronic Voting (“RPEV”) facilities at <https://meeting.boardroomlimited.my>. Kindly refer to the Administrative Details for the EGM of the Company for more information.
- II. The Broadcast Venue is strictly for the purpose of complying with Section 327(2) of the Companies Act 2016 which specifies that the Chairman of the Meeting shall be present at the main venue of the EGM and is in accordance with Clause 86 of the Company’s Constitution which allows a meeting of members to be held at more than one (1) venue, using any technology or method so that all members of the Company can participate and be able to exercise their rights to participate and vote at the general meeting. The Broadcast Venue of the EGM is to inform members where the electronic EGM production and live streaming would be conducted from. No shareholder or proxy from the public should be physically present nor admitted at the Broadcast Venue on the day of the EGM.
- III. As the EGM will be conducted via a virtual meeting platform, a member who is not able to participate in the EGM may appoint the Chairman of the EGM as his/her proxy and indicate the voting instruction in the Proxy Form.
- IV. A member of the Company entitled to attend, participate, speak and vote at the EGM is entitled to appoint up to two (2) proxies to attend, participate, speak and vote in his/her stead at the same meeting. Where a member appoints up to two (2) proxies, the appointments shall be invalid unless he/she specifies the proportions of his/her shareholdings to be represented by each proxy. A proxy may but need not be a member of the Company.
- V. Where a member is an Exempt Authorised Nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account (“omnibus account”) as defined under the Securities Industry (Central Depositories) Act, 1991, there is no limit to the number of proxies which the Exempt Authorised Nominee may appoint in respect of each omnibus account it holds.
- VI. The instrument appointing a proxy by a member who is entitled to participate and vote at the EGM, shall be in writing, executed by the appointor or of his/her attorney duly authorised in writing, or if the appointor is a corporation, either under its common seal or the hand of its officer or its duly authorised attorney. The instrument appointing a proxy or the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the office of the Company’s Share Registrar office at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor Darul Ehsan, Malaysia not less than forty-eight (48) hours before the time set for holding the meeting or adjourned meeting, otherwise the instrument of proxy should not be treated as valid. Alternatively, the instrument appointing a proxy can be electronically submitted via e-mail to [bsr.helpdesk@boardroomlimited.com](mailto:bsr.helpdesk@boardroomlimited.com) (for Corporate Shareholders, Authorised Nominee and Exempt Authorised Nominee only) or submitted through the Share Registrar’s website, Boardroom Smart Investor Online Portal at <https://investor.boardroomlimited.com> (for individual shareholders only) before the Proxy Form lodgement cut-off time as mentioned above.
- VII. In respect of deposited securities, only members whose names appear on the Record of Depositors on 9 October 2023 (General Meeting Record of Depositors) shall be eligible to attend the meeting or appoint proxy(ies) to attend, participate and/or vote on his/her behalf.
- VIII. Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, all the resolutions set out in the Notice of the EGM will be put to vote by way of poll.

#### **PERSONAL DATA PRIVACY**

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, participate, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member’s personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof) and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the “Purposes”), (ii) warrants that where the member discloses the personal data of the member’s proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purpose, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member’s breach of warranty.