

DIVIDEND REINVESTMENT PLAN STATEMENT IS DATED 14 JUNE 2021



RHB BANK BERHAD
(Registration No. 196501000373 (6171-M))
(Incorporated in Malaysia)

DIVIDEND REINVESTMENT PLAN STATEMENT

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

This Dividend Reinvestment Plan Statement contains the terms and conditions of the dividend reinvestment plan of our Company as may be amended from time to time (“**Terms and Conditions**”) under which you may elect to participate in the Reinvestment Option as our Board may, at its absolute discretion, make available (“**Dividend Reinvestment Plan**”).

SUMMARY OF THE MAIN FEATURES OF THE DIVIDEND REINVESTMENT PLAN

The Dividend Reinvestment Plan will provide you with an opportunity to reinvest the Dividend in DRP Shares, in lieu of receiving cash. You should note that our Board is not obliged to undertake the Dividend Reinvestment Plan for each and every Dividend to be declared.

Whenever a Dividend is declared, our Board may, at its absolute discretion, determine:

- (a) whether to pay such Dividend in cash or to offer you a Reinvestment Option; and
- (b) if the Reinvestment Option is applicable, the size of the Electable Portion. If the Reinvestment Option is not exercised by you in whole, any remaining portion of the Dividend will be paid in cash.

The Electable Portion may encompass the whole or part of the Dividend declared. If the Electable Portion is only applicable for part of and not the whole Dividend declared, the Remaining Portion will be paid in cash to you in the usual manner.

Unless our Board has determined that the Reinvestment Option will apply to a particular Dividend declared (whether in whole or in part), all Dividend as may be declared by our Board will be paid wholly in cash to you in the usual manner. For income tax purposes, you shall be taken as having received a cash dividend equivalent to the amount of the Dividend declared, notwithstanding that you elect to exercise the Reinvestment Option (in whole or in part).

The Issue Price, which will be determined by our Board on the Price-Fixing Date, shall be fixed at not more than a 10% discount to the 5-day VWAP of RHB Bank Shares immediately before the Price Fixing Date, in compliance with Paragraph 6.45D(1) of the Listing Requirements. The 5-day VWAP of RHB Bank Shares 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 DRP Shares to be issued on the Main Market of Bursa Securities pursuant to each and every Dividend to which the Dividend Reinvestment Plan applies. After obtaining the approval of Bursa Securities, and such approval from other relevant authorities, if any:

- (a) our Company shall make an announcement in relation to the Entitlement Date; and
- (b) our Company shall make an announcement in relation to the Price-Fixing Date and Issue Price on or before the announcement of the Entitlement Date.

Subsequent to the Entitlement Date, a Notice of Election will be despatched to you. The Notice of Election will specify, among others, the Expiry Date. Instructions will be provided in the Notice of Election for the action you should take if you wish to exercise the Reinvestment Option.

For those of you who have registered your e-mail addresses in your central depository system account, the Notice of Election will be sent to you via e-mail in softcopy. Hardcopy of the Notice of Election will be sent via ordinary mail to those of you who do not have your e-mail addresses registered in your central depository system account. You may elect to participate to reinvest in DRP Shares by either submitting a completed and signed DRF contained in the Notice of Election or by submitting the completed e-DRF to our Share Registrar through BSIP at www.boardroomlimited.my, such that it reaches our Share Registrar on or before the Expiry Date and in accordance with the instructions as prescribed therein.

Our Company will, on the Allotment Date, allot and issue the DRP Shares and despatch notices of allotment to you, if you have elected to participate in the Reinvestment Option. The DRP Shares will not be underwritten.

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

You will have the following options for a Reinvestment Option:

- Option 1** : Elect to participate in the Reinvestment Option by reinvesting the entire Electable Portion at the Issue Price and to receive the Remaining Portion in cash
- Option 2** : Elect to participate in the Reinvestment Option by reinvesting part of the Electable Portion at the Issue Price and to receive the Balance Electable Portion and Remaining Portion in cash
- Option 3** : Elect not to participate in the Reinvestment Option and thereby receiving your entire Dividend entitlement (both Electable Portion and Remaining Portion) wholly in cash

The DRP Shares will be issued free from any brokerage fees and other related transaction costs to those of you who elect to participate, 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.

The DRP Shares shall, upon allotment and issuance, rank equally in all respects with the then existing issued shares of our Company, save and except that the DRP Shares shall not be entitled to any dividends, rights, benefits, entitlements and/or other distributions that may be effected before the Allotment Date.

All of you are eligible to participate in the Dividend Reinvestment Plan subject to the restrictions described in the following section.

HOW TO PARTICIPATE

Participation in the Dividend Reinvestment Plan is optional and not transferable. If you wish to reinvest in DRP Shares for any Electable Portion, you must either complete, sign and submit DRF contained in the Notice of Election to our Share Registrar or complete and submit the e-DRF to our Share Registrar via BSIP at www.boardroomlimited.my, such that it reaches our Share Registrar on or before the Expiry Date and in accordance with the instructions as prescribed therein.

If you receive more than one Notice of Election and wish to reinvest in DRP Shares for all of your entitlement to the Electable Portion, you must either submit the duly completed and signed DRF contained in the Notices of Election to our Share Registrar or complete and submit the e-DRF to our Share Registrar via BSIP at www.boardroomlimited.my on or before the Expiry Date. You should note that you are at liberty to decide which particular Notice of Election you wish to elect for the reinvestment in DRP Shares. If any particular Notice of Election is not elected upon, you will receive the Dividend relating thereto in cash in the usual manner.

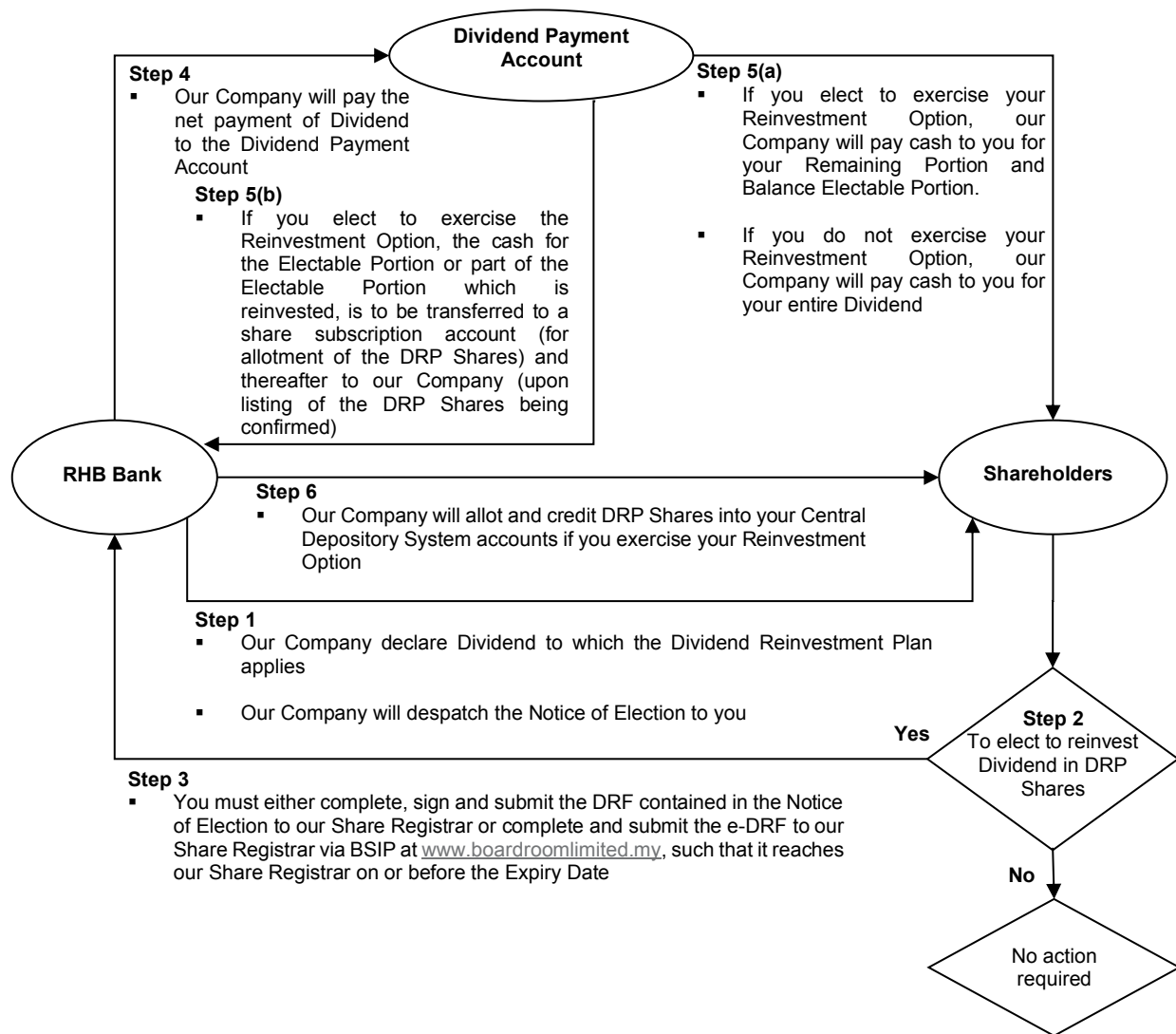
To be effective for any Electable Portion to which a Notice of Election relates, such duly completed and signed DRF contained in the Notice of Election or completed e-DRF must be submitted to the office of our Share Registrar or submitted to our Share Registrar via BSIP at www.boardroomlimited.my (as the case may be), such that it reaches our Share Registrar on or before the Expiry Date.

All of you are eligible to participate in the Dividend Reinvestment Plan, subject to the restrictions on Overseas Shareholders and provided that:

- (a) such participation will not result in a breach of any restrictions on your holding of RHB Bank 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, as the case may be (unless the requisite approvals under the relevant law, statute or regulation are first obtained); or
- (b) there is no restriction for such participation as prescribed in our Constitution.

The Dividend Reinvestment Plan will only be offered for subscription in Malaysia to avoid any violation of any securities laws applicable outside of Malaysia by our Company. No action has been or will be taken to ensure that the Dividend Reinvestment Plan complies with the laws of any countries or jurisdictions other than the laws of Malaysia. Accordingly, the documents relating to the Dividend Reinvestment Plan including the Notice of Election will not be sent to Overseas Shareholders. No Overseas Shareholders shall have any claim whatsoever against our Company, our Directors, our employees and our advisers as a result of the documents relating to the Dividend Reinvestment Plan not being sent to Overseas Shareholders.

A brief process flow chart in relation to how the Dividend Reinvestment Plan is intended to be administered is shown below:



TERMS AND CONDITIONS OF THE DIVIDEND REINVESTMENT PLAN

1. ESTABLISHMENT

Our Board has established the Dividend Reinvestment Plan. Our Board at their absolute discretion shall determine the administration of the Dividend Reinvestment Plan, including the Reinvestment Option and the Electable Portion.

2. DEFINITIONS

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

Allotment Date	:	Date of the allotment and issuance of DRP Shares which falls within eight market days from the Expiry Date or such date as may be prescribed by Bursa Securities
Balance Electable Portion	:	If only a part of the Electable Portion is reinvested, the balance of the Electable Portion not reinvested under the Dividend Reinvestment Plan
Board	:	The board of directors of our Company as at the material date
BSIP	:	Boardroom Smart Investor Portal
Bursa Securities	:	Bursa Malaysia Securities Berhad
Directors	:	Directors of our Company as at the material date
Dividend	:	Cash dividend declared by our Board (whether interim, final, special or any other types of cash dividend)
Dividend Payment Account	:	Dividend payment account held in trust for you to facilitate the payment of Dividends
DRF	:	Dividend reinvestment form
DRP Shares	:	New RHB Bank Shares to be issued under the Dividend Reinvestment Plan
e-DRF	:	Electronic DRF issued in connection with the Dividend Reinvestment Plan
Electable Portion	:	Portion of the Dividend to which the Reinvestment Option applies
Entitlement Date	:	The date (which will be a date to be fixed and announced by our Board) on which you must be registered in the record of depositors of our Company to be eligible to participate in the Dividend Reinvestment Plan
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
Issue Price	:	Issue price of DRP Shares which is to be determined by our Board on the Price Fixing Date and shall be fixed at not more than a 10% discount to the 5-day VWAP of RHB Bank Shares immediately before the Price Fixing Date. The 5-day VWAP of RHB Bank Shares shall be adjusted ex-dividend before applying the aforementioned discount in fixing the Issue Price

Listing Requirements	:	Main Market Listing Requirements of Bursa Securities
Notice of Election	:	The notice of election by which you elect to participate in the Reinvestment Option
Overseas Shareholders	:	Our Shareholders who currently do not have a registered address in Malaysia
Price Fixing Date	:	A date to be determined by our Board on which the Issue Price will be determined
Reinvestment Option	:	The option to reinvest all or part of the Dividend in DRP Shares
Remaining Portion	:	If the Electable Portion is only applicable for part of and not the whole Dividend declared, the remaining portion of the Dividend
RHB Bank or Company	:	RHB Bank Berhad
RHB Bank Shares or Shares	:	Ordinary shares of our Company
RM and sen	:	Ringgit Malaysia and sen, respectively
Rules	:	Rules on Take-overs, Mergers and Compulsory Acquisitions issued by the Securities Commission Malaysia
Shareholders	:	Shareholders of our Company
Share Registrar	:	Share registrar of our Company, being Boardroom Share Registrars Sdn Bhd
VWAP	:	The volume weighted average market price

3. ELIGIBILITY

All of you are eligible to participate in the Dividend Reinvestment Plan, subject to the restrictions on Overseas Shareholders and provided that:

- (a) such participation will not result in a breach of any restrictions on your holding of RHB Bank 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, as the case may be (unless the requisite approvals under the relevant law, statute or regulation are first obtained); or
- (b) there is no restriction for such participation as prescribed in our Constitution.

4. OVERSEAS SHAREHOLDERS

The Dividend Reinvestment Plan will only be offered for subscription in Malaysia to avoid any violation of any securities laws applicable outside of Malaysia by our Company. No action has been or will be taken to ensure that the Dividend Reinvestment Plan complies with the laws of any countries or jurisdictions other than the laws of Malaysia. Accordingly, the documents relating to the Dividend Reinvestment Plan including the Notice of Election will not be sent to Overseas Shareholders. No Overseas Shareholders shall have any claim whatsoever against our Company, our Directors, our employees and our advisers as a result of the documents relating to the Dividend Reinvestment Plan not being sent to Overseas Shareholders.

Overseas Shareholders who wish to participate in the Dividend Reinvestment Plan are strongly advised to provide our Share Registrar with an address in Malaysia no later than five market days before the relevant Entitlement Date for any particular Dividend to which the Dividend Reinvestment Plan applies.

Overseas Shareholders who wish to participate in the Dividend Reinvestment Plan may collect the Notice of Election and other documents relating to the Dividend Reinvestment Plan from our Share Registrar at 11th Floor, Menara Symphony, No. 5, Jalan Prof. Khoo Kay Kim, Seksyen 13, 46200 Petaling Jaya, Selangor, Malaysia or at such address as may be announced by our Company from time to time in which event, our Share Registrar is entitled to satisfy themselves as to the identity and authority of the person collecting the documents relating to the Dividend Reinvestment Plan.

Overseas Shareholders who wish to permanently change 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 five market days before the relevant Entitlement Date if they wish to participate in the Dividend Reinvestment Plan.

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

5. NOTICE OF ELECTION

Our Company will despatch a Notice of Election to you subsequent to the Entitlement Date. The Notice of Election will specify, among others, the Expiry Date. Instructions will be provided in the Notice of Election for the action you should take if you wish to exercise the Reinvestment Option.

For those of you who have registered your e-mail addresses in your central depository system account, the Notice of Election will be sent to you via e-mail in softcopy. Hardcopy of the Notice of Election will be sent via ordinary mail to those of you who do not have your e-mail addresses registered in your central depository system account. You may elect to participate to reinvest in DRP Shares by either submitting a completed and signed DRF contained in the Notice of Election or by submitting the completed e-DRF to our Share Registrar through BSIP at www.boardroomlimited.my, such that it reaches our Share Registrar on or before the Expiry Date and in accordance with the instructions as prescribed therein.

If you receive more than one Notice of Election, you may elect to reinvest in DRP Shares for your entitlement to which one Notice of Election relates and decline to reinvest in DRP Shares for your entitlement to which any other Notices of Election relates. If you receive more than one Notice of Election, and you wish to reinvest in DRP Shares for all your entitlement to the Electable Portion, you must either submit the duly completed and signed DRF contained in the Notices of Election to our Share Registrar or complete and submit the e-DRF to our Share Registrar via BSIP at www.boardroomlimited.my on or before the Expiry Date.

Once received by our Share Registrar, a Notice of Election and/or an e-DRF for any Electable Portion shall not be withdrawn or cancelled.

Our Company has the discretion and right to accept or reject any Notice of Election and/or e-DRF that is incomplete, contains errors or is otherwise defective, does not conform to these Terms and Conditions or which is illegible. Our Company is under no obligation to correct invalid Notices of Election and/or e-DRFs on your behalf or to provide any reason for rejecting any Notice of Election and/or e-DRFs.

By electing to exercise the Reinvestment Option, you unconditionally:

- (a) warrant to our Company that you have the legal right and full power and authority to participate in the Dividend Reinvestment Plan and that your participation in the Dividend Reinvestment Plan will not result in a breach of any restrictions on your holding of RHB Bank 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, as the case may be (unless the requisite approvals under the relevant law, statute or regulation are first obtained), or as prescribed in our Constitution;
- (b) acknowledge that our Company may at any time determine whether your Notice of Election or other form (collectively, “**Form**”) is valid, even if the relevant Form is incomplete, contains errors or is otherwise defective;
- (c) acknowledge that our Company may accept or reject any Form 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 these 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 Plan;
- (f) submit to the jurisdiction of the Malaysia courts, in each case, at all times until termination of the Dividend Reinvestment Plan; and
- (g) agree that if at any time after our Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend but before the allotment and issuance of the DRP 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 Plan for the Electable Portion, our Board may, at their absolute discretion and as they deem fit or expedient, and in the interest of our Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Plan for the Electable Portion. Further, our Board may cancel 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 deem 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.

For those of you who wish to reinvest in DRP Shares electronically through the BSIP, you are advised to read the following instructions:

(a) Sign up as a user of BSIP

- (i) Access into BSIP at <https://boardroomlimited.my/>.
- (ii) From web homepage, click on the “Login” button to be re-directed to the user login page. Within the user login page, click on “Register” to sign up as a BSIP user.
- (iii) In the registration page, fill in all necessary information and upload a copy of your National Registration Identity Card (front and back). Once all necessary information has been entered, click on the “Register” button.
- (iv) You will receive an e-mail from BSIP for e-mail address verification. You will need to click on “Verify E-mail Address” on the e-mail received from BSIP to complete the e-mail address verification.

- (v) You will be notified within few days once your e-mail address is verified.
- (vi) An e-mail will be sent to you to inform you that you have been granted right to access BSIP. Subsequently, you will be able to login at <https://boardroomlimited.my/> via the e-mail address and password provided by you during registration.

(b) Procedure to exercise the Reinvestment Option electronically via BSIP

- (i) Login into BSIP at <https://boardroomlimited.my/>
- (ii) Select corporate exercise name: RHB DIVIDEND REINVESTMENT PLAN.
- (iii) Read and agree to the Terms & Condition and Declaration. Thereafter, click on the “Next” button.
- (iv) Select Central Depository System Account Number and then click on the “Next” button.
- (v) Review the pre-populated information (name, address, Central Depository System Account Number, National Registration Identity Card number, Final Dividend entitlement) and enter the desired Reinvestment Option. Once you have confirmed and/or entered the necessary information, click on the “Submit” button.
- (vi) Proceed to make the necessary payment for stamp duty of RM10.00 and handling fee of RM3.00 for each e-DRP via the online payment gateway from all available payment channels.
- (vii) Upon completion of payment, you will be re-directed to BSIP with successful submission message displayed and an e-mail with payment receipt details will be sent to you.

At present, online election via BSIP is only available to individual Shareholders. Corporation or institutional Shareholders will have to complete, sign and submit the DRF contained in the Notice of Election to our Share Registrar to reinvest in DRP Shares for any Electable Portion.

6. EXTENT OF APPLICATION OF DIVIDEND REINVESTMENT PLAN TO EACH ELECTABLE PORTION

Whenever a Dividend is declared, our Board may, at its absolute discretion, determine:

- (a) whether to pay such Dividend in cash or to offer you a Reinvestment Option; and
- (b) if the Reinvestment Option is applicable, the size of the Electable Portion.

The Electable Portion may encompass the whole or part of the Dividend declared. If the Electable Portion is only applicable for part of and not the whole Dividend declared, the Remaining Portion will be paid in cash to you in the usual manner.

7. SHARE ENTITLEMENT

For any Electable Portion, the number of DRP Shares to be allotted and issued to those of you who elect to reinvest the whole or part of the Electable Portion in DRP Shares for a Notice of Election, shall be calculated in accordance with the following formula:

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

Where:

- N = number of DRP Shares to be issued and allotted to you for such Notice of Election
- S = number of RHB Bank Shares held by you as at the Entitlement Date for which Notice of Election relates
- D = Electable Portion, expressed in RM
- W = proportion of the Electable Portion chosen by you to be reinvested in DRP Shares, expressed in %
- V = Issue Price

Under the Dividend Reinvestment Plan, if you elect to exercise the Reinvestment Option, you will not be allotted fractional shares. As such, the amount of the Electable Portion relating to such fractional entitlement of DRP Shares will be paid in cash to you in the usual manner.

The percentage of your shareholding in our Company may be diluted should you decide not to exercise your Reinvestment Option. However, the extent of the dilution will depend on the number of DRP Shares issued by our Company.

8. TERMS OF ALLOTMENT

The DRP Shares shall, upon allotment and issuance, rank equally in all respects with the then existing issued shares of our Company, save and except that the DRP Shares shall not be entitled to any dividends, rights, benefits, entitlements and/or other distributions that may be effected before the Allotment Date.

9. ODD LOTS

If you exercise the Reinvestment Option, you may be allotted DRP Shares in odd lots depending on your entitlement of DRP Shares. If you receive odd lots of DRP Shares and wish to trade such odd lots on Bursa Securities, you should do so on the odd lots market which allows the trading of odd lots with a minimum of one DRP Share.

If you do not wish to receive DRP Shares in odd lots, you may round down the number of DRP Shares elected such that you will receive DRP Shares in multiples of and not less than a board lot comprising 100 DRP Shares. If your entitlement of DRP Shares is less than one board lot, you can elect to receive your entire Dividend entitlement in cash or DRP Shares in odd lots.

10. COST TO THOSE OF YOU WHO ELECT TO PARTICIPATE

The DRP Shares will be issued free from any brokerage fees and other related transaction costs to those of you who elect to participate, 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.

11. AVAILABILITY OF THE DIVIDEND REINVESTMENT PLAN

If at any time after our Board has determined that the Dividend Reinvestment Plan shall apply to any Dividend but before the allotment and issuance of the DRP 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 Plan for the Electable Portion, our Board may, at their absolute discretion and as they deem fit or expedient, and in the interest of our Company and without assigning any reason thereof, cancel the application of the Dividend Reinvestment Plan for the Electable Portion. Further, our Board may cancel 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 deem 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.

12. MODIFICATION, SUSPENSION AND TERMINATION OF THE DIVIDEND REINVESTMENT PLAN

Our Board may as they deem fit or expedient and irrespective of whether you have elected to exercise the Reinvestment Option, modify, suspend (in whole or in part) or terminate at any time and from time to time the Dividend Reinvestment Plan, subject to any requirement or provision imposed by any statute, law or regulation in force in Malaysia. Such development shall be communicated through announcement to Bursa Securities or in such other manner as our Board deem fit or expedient.

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

13. GENERAL ADMINISTRATION OF THE DIVIDEND REINVESTMENT PLAN

Our Board may implement the Dividend Reinvestment Plan in the manner they deem fit or expedient. Our Board has the power to:

- (a) determine procedures, rules and regulations for administration of the Dividend Reinvestment Plan consistent with these 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 Plan) which may arise in connection with the Dividend Reinvestment Plan, whether generally or in relation to any of you or any DRP Share and the determination of our Board will be conclusive and binding on all of you and other persons to whom the determination relates;

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 for the Dividend Reinvestment Plan 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 has delegated its authority to, for the purposes of administering the Dividend Reinvestment Plan; and

- (c) waive strict compliance by you or our Company with any of these Terms and Conditions.

14. IMPLICATION OF THE RULES AND OTHER SHAREHOLDING LIMITS

(a) Implication of the Rules

Pursuant to Paragraph 4.01, Part B of the Rules and Sections 217 and 218 of the Capital Markets and Services Act 2007, you may be under an obligation to extend a mandatory offer for all the remaining RHB Bank Shares not already owned by you and your persons acting in concert (collectively, “**Affected Parties**”) if by participating in the Dividend Reinvestment Plan for the reinvestment of the Electable Portion:

- (i) the Affected Parties have obtained control in our Company via the acquisition or holding of, or entitlement to exercise or control the exercise of more than 33.0% of voting shares or voting rights of our Company or such other amount as may be prescribed in the Rules, howsoever effected; or
- (ii) the Affected Parties have acquired more than 2.0% of the voting shares or voting rights of our Company in any period of six months 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 months’ period.

If an obligation to undertake a mandatory offer is expected to arise resulting from the Affected Parties’ participation in the Dividend Reinvestment Plan, the Affected Parties may wish to consult their professional advisers at the earliest opportunity in relation to:

- (i) any obligation to make a mandatory offer under the Rules as a result of any subscription of DRP Shares through your participation in the Dividend Reinvestment Plan; 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 exercising your 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 other relevant legislation or regulations.

(b) Shareholding limits

You are responsible for ensuring that your participation in the Dividend Reinvestment Plan will not result in a breach of any restrictions on your respective holding of RHB Bank 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 limit referred to above, notwithstanding the proportion of Electable Portion which may be determined by our Board to be reinvested, our Board shall be entitled but not obligated to reduce or limit the number of DRP Shares to be issued to you should our Board be aware or be informed in writing of any expected breach of such shareholding limits as a result of you exercising the Reinvestment Option, in which case our Board reserve the right to pay the remaining portion of the Electable Portion in cash.

15. DISCLAIMER

Notwithstanding anything to the contrary, our Company and our respective Directors, officers, employees, agents, affiliates, advisers and representatives, shall not, under any circumstance, be held liable for any damages, cost, loss and expense whatsoever and howsoever arising / incurred / suffered by any person including any of you arising out of or in connection with the Dividend Reinvestment Plan including:

- (i) any obligation of any Shareholder to undertake a mandatory offer as a result of the Dividend Reinvestment Plan;
- (ii) a breach of any restrictions on any of your holding of DRP Shares, which may be imposed by any of your contractual obligations, or by any statute, law or regulation in force in Malaysia or any other relevant jurisdiction, as the case may be (unless the requisite approvals under the relevant law, statute or regulation are first obtained), or as prescribed in our Constitution;
- (iii) any losses that you have suffered due to changes in prices of the RHB Bank Shares or the quantum of future Dividend after the implementation of the Dividend Reinvestment Plan; and
- (iv) any modification, suspension and termination of the Dividend Reinvestment Plan.

16. GOVERNING LAW

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

17. NOTICES AND STATEMENTS

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