

# CELCOMDIGI Insider Manual

*Manual Owner:*

*Head of Investor Relations*

*Approver:*

*Chief Financial Officer (“CFO”)*

*Informed:*

*Board of Directors*

---

## 1 Purpose & Scope

This Manual applies to CelcomDigi (“the **Company**”) and its subsidiaries (“the **Group**”) with respect to the handling of price-sensitive insider information (“**Insider Information**”) pertaining to the Group.

Insiders and all employees of the Group shall be responsible to familiarise with the Group’s policies, manuals, and the legal requirements on insider information.

## 2 Malaysia Legal and Regulatory Framework

The Capital Markets & Services Act 2007 (“**CMSA**”), **Sections 183-189**, and relevant paragraphs of **Chapter 14** of the Main Market Listing Requirements of Bursa Malaysia, provide the legal and regulatory framework governing the area on insider information.

The CMSA deems you as an “**Insider**” if you possess information that is not generally available (or that you know or ought reasonably to have known is not generally available), but which, on becoming generally available, a reasonable person would expect it to have a material effect on the price or value of securities.

“**Securities**” is defined under the CMSA to include shares, debentures, stocks, bonds, notes, units in a unit trust scheme or other prescribed investments, and any right, option, interest in respect thereof.

The CMSA strictly prohibits Insiders from all and any trading whatsoever in a company’s securities if the person holds insider information. This prohibition extends both to acquisition and disposal of securities, entering into an agreement for or with a view to such acquisition or disposal or procuring a third party to do the same, and whether as principal or agent, directly or indirectly, and/or personally or through a third party.

The sanctions prescribed under the CMSA upon conviction are imprisonment for a term not exceeding **10 years** and a minimum fine of **RM1 million**.

## 3 General Guidelines

### Insider Information

Broadly speaking, “**Insider Information**” is material confidential company information relating to the Group and its related corporations and/or of other corporations involved in

the relevant transaction/project, its securities or other circumstances which may impact the price of securities issued by the Company or other corporation that is listed on Bursa Malaysia Securities Berhad (“ListCo”) which is not publicly available, but if made generally available, would be expected to influence the decisions of reasonable persons who invest in securities whether to acquire or dispose of such securities or otherwise. It is information of a company which is not only material and confidential, but also market-moving.

As such, “**Insider Trading**” can be described as trading in securities with the advantage of having access to non-publicly available or unpublished information, which when made generally available or published would impact the price of securities in the market.

### **Restrictions**

In order to avoid a breach of the laws and regulations governing insider trading, any person who is at any time in possession of any insider information of the Group and its related corporations is prohibited from the following in respect of the Group and its related corporation’s securities:

- a) acquire, dispose, subscribe, exchange or deal with the securities of the Group and its related corporations or any ListCo;
- b) enter into, acquire, dispose, or exchange option or forward contracts or similar rights relating to the securities of the Group and its related corporations or any ListCo;
- c) incite or procure the act or omission of other persons to transactions comprised by item (a) or (b) above;
- d) communicate the insider information to others (unless otherwise specifically authorised in connection with the Group and its related corporation’s business);
- e) advise other persons on trading in the securities of the Group and its related corporations or any ListCo; and/or
- f) assists anyone, whether directly or indirectly, in any of the aforementioned activities.

### **Sanctions & Consequences**

In addition to the earlier mentioned criminal sanctions of ≤10 years imprisonment and ≥RM1m fine, any person involved in insider trading may also be subjected to civil suits by the Securities Commission to disgorge any unlawful gains, and/or by other parties affected by the insider trading. The Group may take disciplinary actions against any person involved in insider trading, including dismissal.

### **Duty of Confidentiality/to prevent that unauthorized persons are given access**

Persons who have insider information shall not pass such information to any unauthorized party and shall exercise due care when handling insider information to ensure that the information does not come into the possession of any unauthorized party or is misused. Insider information shall only be disclosed on a strict need-to-know basis to approved primary or ad-hoc insiders.

### **Non-Exhaustive Examples of Inside Information**

Depending on the surrounding circumstances, inside information pertaining to the Group and its related corporations may include without limitation:

- Financial information such as turnover, profits, investments, business drivers, budgets, forecasts, strategy documents and business plans;
- Proposals and resolutions concerning dividends, acquisitions, mergers, demergers, and changes in share capital;
- Quarterly/annual financial results prior to announcement;
- Profit warnings;
- Merger and acquisition exercises;
- Alliances and joint ventures;
- Conclusion of major contracts;
- Spectrum valuation;
- Strategic collaborations;
- Disposal of a significant business;
- Regulatory or governmental investigations;
- Major losses on claims, contracts or exposure arising from potential litigation;
- Changes in Senior Management; and
- Special price-sensitive projects undertaken by the company.

### **Insiders in the Group**

The following persons, on a non-exhaustive basis, will principally have access to Inside Information of the company and will generally be deemed as “**primary insiders**” within the Group:

- Directors;
- Senior Management Team;
- Company Secretaries;
- Certain Heads of Departments or Sections;
- Typically key personnel of the following Departments:
  - Investor Relations
  - Financial Reporting
  - Business Planning
  - Corporate Strategy
  - Regulatory
  - Legal
  - Corporate Communications

Certain other employees of the Group, its related corporations and/or certain representatives or directors of Axiata or Telenor (as Principal shareholders of the Group and its related corporations) may also, from time to time, have access to Inside Information by virtue of the nature of their responsibilities in the company strictly on need-to-know basis, or due to their involvement in highly confidential Group projects containing price-sensitive insider information. These persons will be designated as “**ad hoc insiders**”.

### **Confidentiality and Insider Undertaking**

Employees of the Group, its related corporation and/or shareholders’ representatives (as aforesaid) who are designated as primary insiders and/or ad hoc insiders (as the case may be) will be required to acknowledge and sign on a Confidentiality and Insider Undertaking (including for purposes of being involved in a relevant transaction/project).

The Confidentiality and Insider Undertaking supplements the Group’s Code of Conduct,

Employment Handbook and other related terms which may be found in the employment letter or other policies of the Group. All employees should take note that regardless of whether the Confidentiality and Insider Undertaking was required of, and/or duly signed by an employee, the individual may still, by operation of the law, be deemed to be an insider and subject to governing laws and regulations. The Group's request to an employee to sign a Confidentiality and Insider Undertaking is purely by way of reminder and/or reinforcement and shall not absolve the employee's personal responsibility to comply with prevailing laws and regulations.

Employees are reminded that sanctions for insider trading are levied on the individual who is found to have violated the prohibition against insider trading in accordance with the laws.

The project owners who are in-charge for the relevant transaction/project of (individually referred to as "**Project Owner**") shall assess (in consultation with the General Counsel, if necessary) and procure the execution of the Confidentiality and Insider Undertaking where it is deemed prudent.

The template for the Confidentiality and Insider Undertaking is annexed to this Manual as **Annexure 1**. Once completed and executed, the original signed Confidentiality and Insider Undertakings shall be collated by the Project Owner and handed over to the Legal Department for safekeeping. These employees' names shall be included in the Insider List as primary insiders or ad hoc insiders.

### **Insider List**

The Investor Relations Department shall maintain and manage an overall Insider List. The Insider List shall comprise the list of individuals who inherently have access to insider information by virtue of their position and role in the Group (Primary insiders), or who have been required to sign a Confidentiality and Insider Undertaking (Ad-hoc insiders). The format of the Insider List is attached hereto as **Annexure 2**. The Insider List shall be reviewed from time to time.

### **Internal Processes**

**Annexure 3** hereto summarises the roles and responsibilities of the various stakeholders within the Group in connection with the processes and roles pertaining to insider information.

### **Reference Documents**

Other relevant Group governing documents shall include the following:

#### **Policies**

- Code of Conduct
- Corporate Disclosure Policy

#### **Manuals**

- Financial Information Disclosure Manual

**Enquiries**

If there is any clarification relating to responsibilities when in possession of insider information, please seek clarification and/or guidance from the Group's General Counsel or Head of Investor Relations.

**Annexure 1: CONFIDENTIALITY AND INSIDER UNDERTAKING**

Proposed Transaction:	
-----------------------	--

<b>Name Of Employee:</b>	<b>Employee No.:</b>
--------------------------	----------------------

(hereinafter referred to as the “**Recipient**”).

1. [Entity Name] (Company No. xxx) intends to further explore and / or discuss on a proposed business arrangement or transaction relating to \_\_\_\_\_  
\_\_\_\_\_ (the “**Proposed Transaction**”) pursuant to which [Entity Name] will disclose Confidential Information (as defined below) to the Recipient.
2. Due to the Recipient’s position, role and/or responsibilities in the Proposed Transaction, the Recipient will, from time to time, have access to Confidential Information (as defined below).
3. “**Confidential Information**” shall mean all information about or in connection with the Proposed Transaction which is confidential or proprietary in nature, howsoever expressed or documented, whether in oral, written, graphic or electronic form (including but not limited to any designs, drawings, flowcharts or photographs), tangible or intangible, and shall include without limitation plans, strategies (including but not limited to marketing strategies and information), business opportunities, developments, financial information, trade secrets, information related to inventions and technologies (including but not limited to any technical specifications, processes and procedures and business operations), intellectual property rights, trademarks, copyright, vendor and customer information, products and services, price lists, Inside Information and any information which [Entity Name] deems confidential or proprietary and/or which the Recipient ought to know is confidential or proprietary in relation to the Proposed Transaction, including the proposed terms and conditions of the Proposed Transaction, and the fact that the Proposed Transaction is being considered.
4. The Recipient may disclose the Confidential Information strictly for the purpose of the Proposed Transaction only, to the following persons strictly on a need-to-know basis:

- (a) officers, employees, personnel, suppliers and/or contractors of [Entity Name] and/or of either of their affiliates or subsidiaries, who are authorised participants in the Proposed Transaction and who are bound by the same confidentiality obligations set forth in this Confidentiality and Insider Undertaking;
  - (b) to professional advisors of [Entity Name];
  - (c) to approved representatives of Axiata or Telenor, as Principal shareholders of [Entity Name] so long as the relevant shareholder holds at least 10% of the shares in [Entity Name]; or
  - (d) any other person with [Entity Name]'s prior written consent.
5. Subject to **Clause 4** above, the Recipient hereby undertakes to keep all Confidential Information he/she develops, possesses, acquires, receives, or is exposed to, strictly confidential and secure and shall not use or disclose or permit to be used or disclosed any Confidential Information to any unauthorised persons and for the Proposed Transaction. The Recipient shall promptly notify the Project Owner (who is in charge for the Proposed Transaction) and the General Counsel of [Entity Name] if he/she is aware of any actual, suspected, or alleged misuse or unauthorised disclosure of the Confidential Information.
6. The Recipient is aware that the Confidential Information in connection with the Proposed Transaction may further include material information relating to the Group and its related corporations and/or of other corporations involved in the Proposed Transaction, its securities or other circumstances which may impact the price of securities issued by **CelcomDigi** or any other corporation that is listed on Bursa Malaysia Securities Berhad ("**ListCo**") which is not publicly or generally available or commonly known in the market, and information which falls within the description of **Sections 183, 184 and 185** of the **Malaysian Capital Markets and Services Act 2007 ("CMSA")** and **Paragraph 14.02(h)** of the **Main Market Listing Requirements** of Bursa Malaysia Securities Berhad ("**MMLR**") (collectively, "**Inside Information**").
7. Under the CMSA, the term "**securities**" includes shares, debentures, stocks, bonds, notes, units in a unit trust scheme or other prescribed investments, and any right, option, interest in respect thereof.
8. The Recipient understands, is aware and/or acknowledges that, pursuant to the CMSA and MMLR, the Recipient is strictly prohibited to do any of the following acts when in possession of Inside Information:
- (a) acquire, dispose, subscribe, exchange or deal with the securities of [Entity Name] or any ListCo;
  - (b) enter into, acquire, dispose, or exchange option or forward contracts or similar rights relating to the securities of CelcomDigi or any ListCo;

- (c) incite or procure the act or omission of other persons to transactions comprised by item (a) or (b) above;
  - (d) communicate the Inside Information to others (unless otherwise specifically authorized in connection with [Entity Name]'s business);
  - (e) advise other persons on trading in the securities of [Entity Name] or any ListCo; and/or
  - (f) assists anyone, whether directly or indirectly, in any of the aforementioned activities.
9. Pursuant to the CMSA, a violation of the foregoing restrictions relating to Inside Information is an offence punishable on conviction by **imprisonment for a term not exceeding ten (10) years and a fine of not less than Ringgit Malaysia One Million (RM1,000,000)**. The Recipient may also be subjected to civil suits by the Securities Commission to disgorge any unlawful gains and/or by other parties affected by the insider trading.
10. The Recipient takes note that the restrictions apply so long as he/she is in possession of Inside Information and will continue until the information has entered into public domain or becomes irrelevant or out of date as advised by [Entity Name]. If the Recipient wishes to trade in securities or has any uncertainties with respect to matters relating to the insider information, the Recipient should seek clarification and/or guidance from the General Counsel before acting.
11. This Confidentiality and Insider Undertaking is supplemental to Group's Code of Conduct, the Employment Handbook, and other provisions as to the Recipient's obligations on confidentiality as found in the employment letter and other prevailing policies and documents of the Group. The Recipient acknowledges and understands that a breach of his/her obligations under this Confidentiality and Insider Undertaking constitutes a breach of the Group's Code of Conduct and the Employment Handbook, which is tantamount to misconduct that, may warrant dismissal from employment with [Entity Name]. Information about the Recipient's duties as an insider is also available in Group's Insider Manual.

Please confirm that you have read, understood, and accepted these responsibilities and the connected liability by signing below and returning the acknowledgement to the Project Owner and to be handed over to the Legal Department for safekeeping. You may wish to make a duplicate copy for your own reference.

**ACKNOWLEDGEMENT**

I, the undersigned, hereby acknowledge receipt of this Confidentiality and Insider Undertaking. I confirm that I have read, understood, and accept the legal responsibilities and consequences as set out in this Undertaking.

SIGNED by,

.....

Name:  
Employee No.:  
NRIC No / Passport No.:  
Date:

Valid from: 17-08-2023

Page: 10 of 13


<b>celcomdigi</b>	<b>Manual Owner:</b>	<b>Head of Investor Relations</b>
	<b>Version No:</b>	<b>2</b>
	<b>Effective Date:</b>	<b>17 August 2023</b>

### Version Tracking

Version	Effective Date	Approved by
1	1 December 2022	CelcomDigi Steering Committee
2	17 August 2023	Chief Financial Officer

### Digital Signature

Version	Approved By	Dept & Div	Signature	Date
1	Lucy Tan	CFO		17 August 2023

Version	Reviewed By	Dept & Div	Signature	Date
1	Christine Lau	Head of Investor Relations, Finance Division		17 August 2023

**Annexure 2: INSIDER LIST**

The format for the Insider List is as follows:

No.	Date	Name and Employee No.	Position and Department	Reason for being Granted Access to Inside Information <sup>1</sup>	Type of Inside Information <sup>2</sup>	Project Owner	Date When Person Ceased to be an Insider	Remarks
<b>Primary Insiders</b>								
1.								
2.								
<b>Ad Hoc Insiders</b>								
1.								
2.								

**Notes:**

1. State in broad terms the reason the individual was granted/has access to Inside Information (e.g., inherent nature of individual's role; involvement in Project (Name); part of job function; etc.)
2. Briefly state the type of Inside Information the individual is given access to (e.g., financial information, M&A, spectrum valuation, etc.)

**Annexure 3: ROLES & RESPONSIBILITIES**

KEY AREAS	STAKEHOLDER	RESPONSIBILITIES
<b>Insider Manual</b>	Legal Department (Legal)	<ul style="list-style-type: none"> <li>▪ Owner of Group Insider Manual</li> <li>▪ Communicates on Manual and periodic reminders to the Group employees</li> <li>▪ Conduct training to specific Departments on the area as requested</li> <li>▪ Provides legal advice on the area as required</li> </ul>
<b>Confidentiality and Insider Undertaking:</b>	Project Owners	<ul style="list-style-type: none"> <li>▪ Procures members of Project team to complete the Confidentiality and Insider Undertaking when deemed necessary or prudent</li> <li>▪ Compiles and hands-over original executed Confidentiality and Insider Undertakings to the Legal Department for safe-keeping</li> <li>▪ Updates Legal Department when individuals are no longer considered as insiders</li> </ul>
<b>Insider List</b>	Investor Relations Department	<ul style="list-style-type: none"> <li>▪ Owner of Insider List</li> <li>▪ Compiles, updates, and maintains Insider List</li> <li>▪ Reviews list of primary insiders under Insider List with company secretary on a quarterly basis</li> <li>▪ Annual review of ad hoc insiders under Insider List with Project Owners, or from time to time as necessary, and updates IR of any changes (Legal Department)</li> </ul>
<b>Trading of Shares</b>	Investor Relations (IR) / Company	<ul style="list-style-type: none"> <li>▪ Party responsible for all matters with Bursa and trading of shares (IR)</li> </ul>

INTERNAL

Valid from: 17-08-2023

Page: 13 of 13

<b>And Bursa Regulations</b>	Secretary (CoSec.)	<ul style="list-style-type: none"><li>▪ A point-of-contact for individuals who may have queries on matters related to securities trading (IR)</li><li>▪ Party responsible for the issuance of closed period memo prior to announcements of quarterly results (CoSec.)</li><li>▪ Compliances of Board members (CoSec.)</li></ul>
<b>Inside Information Advisory Group</b>	General Counsel, Head of IR, CoSec. & relevant Project Owner	<ul style="list-style-type: none"><li>▪ To meet on an ad hoc basis to ascertain whether Manual is triggered</li><li>▪ To review and discuss on inclusion of individuals into Insider List as necessary</li><li>▪ To discuss any arising matters with regards to inside information</li></ul>