

NOT FOR DISTRIBUTION IN OR TO ANY PERSON LOCATED OR RESIDENT IN ANY JURISDICTION IN WHICH SUCH DISTRIBUTION WOULD BE UNLAWFUL.

Consent Solicitation in connection with

AXIATA SPV5 (LABUAN) LIMITED

(the “Issuer”)

U.S.\$727,892,000 3.064 per cent. Notes due 2050 (the “Notes”)

Guaranteed by Axiata Group Berhad (“Axiata”)

issued under the U.S.\$1,500,000,000 Euro Medium Term Note Programme

and

AXIATA SPV2 BERHAD

(the “Sukuk Trustee”, and together with the Issuer, the “Securities Issuers”)

U.S.\$500,000,000 4.357 per cent. Sukuk due 2026

(the “2026 Sukuk”)

and

U.S.\$500,000,000 2.163 per cent. Sukuk due 2030

(the “2030 Sukuk”, and together with the 2026 Sukuk, the “Sukuk”),

each issued under the U.S.\$1,500,000,000 Sukuk Issuance Programme

10 February 2025. The Securities Issuers and Axiata announced today invitations to holders of the Notes (such holders, “**Noteholders**”) and the Sukuk (such holders, “**Sukukholders**”) described in the table below to consent to certain waivers relating to the Notes and Sukuk as described under “The Consent Solicitation” below (such invitation, the “**Consent Solicitation**”). This announcement does not contain the full terms and conditions of the Consent Solicitation, which are contained in the consent solicitation memorandum dated 10 February 2025 (the “**Consent Solicitation Memorandum**”) prepared by the Securities Issuers and Axiata. Noteholders and Sukukholders may obtain a copy of the Consent Solicitation Memorandum from the Transaction Website (<https://projects.sodali.com/axiata>) or the Tabulation Agent, the contact details for which are set out below. In order to access the Consent Solicitation Memorandum, a Noteholder or Sukukholder, as the case may be, will be required to provide confirmation that (i) it is not a person to or from whom it is unlawful to send the Consent Solicitation Memorandum or to solicit consents under the Consent Solicitation described therein under applicable laws and (ii) it consents to delivery by electronic transmission. Noteholders and Sukukholders are advised to read carefully the Consent Solicitation Memorandum.

Capitalised terms used in this announcement but not defined have the meanings given to them in the Consent Solicitation Memorandum.

Details of the Notes and Sukuk

	Description	ISIN/Common Code	Outstanding principal amount	Consent Fee
Notes	U.S.\$727,892,000 3.064 per cent. Notes due 2050	XS2216900287/ 221690028	U.S.\$727,892,000	A one-time fee in an amount equal to U.S.\$1.00 per U.S.\$1,000 principal amount of Notes or Sukuk held and so voted by such Noteholder or Sukukholder, as the case may be, who provides a valid Electronic Voting Instruction in favour of the relevant Extraordinary Resolution on or before the Consent Fee Deadline (as defined below) (and does not validly revoke such vote, in the limited circumstances in which such revocation is permitted), provided that (i) each of the Extraordinary Resolutions is approved and becomes effective and (ii) the Waivers (as defined below) become effective.
2026 Sukuk	U.S.\$500,000,000 4.357 per cent. Sukuk due 2026	XS1382802095/ 138280209	U.S.\$500,000,000	
2030 Sukuk	U.S.\$500,000,000 2.163 per cent. Sukuk due 2030	XS2216900105/ 221690010	U.S.\$500,000,000	

The Consent Solicitation

On 15 May 2024, Axiata announced that Axiata and (a) PT Wahana Inti Nusantara (“**WIN**”); (b) PT Global Nusa Data (“**GND**”); and (c) PT Bali Media Telekomunikasi (“**BMT**”) have entered into a non-binding Memorandum of Understanding to mutually explore a proposed merger of PT XL Axiata Tbk (“**XL**”) and PT Smartfren Telecom Tbk (“**Smartfren**”) to create a new entity.

On 10 December 2024, Axiata entered into a conditional merger agreement (the “**Conditional Merger Agreement**”) with Smartfren, PT Smart Telecom (“**ST**”, a subsidiary of Smartfren), XL, WIN, GND, BMT and PT Gerbangmas Tunggal Sejahtera (“**GTS**”) (WIN, GND, BMT and GTS are collectively referred to as the “**Sinar Mas Shareholders**”), Axiata Investment (Indonesia) Sdn Bhd (“**AII**”) and PT Sinar Mas Tunggal (“**SMT**”), under which, among others, AII and the Sinar Mas Shareholders agreed to, subject to the terms and conditions of the Conditional Merger Agreement, effect a merger of the businesses of Smartfren and XL by way of a statutory merger of Smartfren, ST and XL, in accordance with Indonesian laws (the “**Proposed Merger**”) (with XL as the surviving legal entity and the resulting merged entity being “**MergeCo**”), with MergeCo maintaining its listing on the Indonesia Stock Exchange (*PT Bursa Efek Indonesia*) following the completion of the Proposed Merger.

Pursuant to the Proposed Merger, the effective transfer by operation of law of all of the assets, liabilities, obligations, rights, benefits, undertakings and businesses of each of Smartfren and ST to XL will occur for a total purchase consideration of IDR11,917.9 billion (equivalent to approximately RM3,325.1 million) or IDR25 (equivalent to approximately RM0.0070) per ordinary share in Smartfren (“**Smartfren Shares**”) based on 476,703,804,464 Smartfren Shares outstanding via the issuance of 5,071,431,786 new ordinary shares in XL at an issue price of IDR2,350 (equivalent to approximately RM0.6557) per ordinary share in XL on the closing of the Proposed Merger, subject to the terms and conditions of the Conditional Merger Agreement, Shareholder Deed and the provisions of applicable laws in Indonesia.

On 10 December 2024, Axiata also entered into (i) a shareholder deed (the “**Shareholder Deed**”) with the Sinar Mas Shareholders, AII and SMT, under which the parties agreed to undertake certain obligations with respect to the Proposed Merger, (ii) a conditional share purchase agreement (the “**Conditional Share Purchase Agreement**”) with BMT, AII and SMT, where AII agreed to transfer certain shares in MergeCo to BMT, such that, immediately following the completion of the Proposed Merger, AII and BMT will each own an equal number of shares in MergeCo (the transactions under the Conditional Share Purchase Agreement are referred to as the “**Proposed Equalisation**”), and

(iii) a shareholders agreement with AII, the Sinar Mas Shareholders and SMT (the “**Shareholders Agreement**”) which will become effective upon the completion of the Proposed Merger, in order to, among others, establish their respective rights and obligations with respect to the activities and governance of the MergeCo and its subsidiaries and ownership of shares of MergeCo post completion of the Proposed Merger.

Pursuant to the Proposed Equalisation, AII would sell and BMT would purchase 2,383,446,894 ordinary shares in MergeCo, representing approximately 13.14% equity interest in MergeCo, for a cash consideration of up to USD475.0 million (equivalent to approximately IDR7,532.8 billion or RM2,101.6 million) (“**Equalisation Consideration**”), subject to the terms and conditions of the Conditional Share Purchase Agreement. Pursuant to terms and conditions of the Conditional Share Purchase Agreement, BMT is required to pay the Equalisation Consideration to AII in the following manner:

- a) an amount equal to USD400.0 million (equivalent to approximately RM1,769.8 million) at the completion of the Proposed Equalisation (“**Equalisation Completion**”); and
- b) an amount equal to USD75.0 million (equivalent to approximately RM331.8 million) (“**Deferred Equalisation Consideration**”) on the first anniversary of the Equalisation Completion if the conditions for payment of the Deferred Equalisation Consideration are satisfied.

The closing of the Proposed Merger remains subject to certain closing conditions, including, among others, approvals from Axiata’s, XL’s and Smartfren’s shareholders and certain lenders (including consents of Noteholders and Sukukholders being sought under this Consent Solicitation) and governmental approvals (including from the Ministry of Communications and Digital of the Republic of Indonesia, the Financial Services Authority of Indonesia and the Indonesia Stock Exchange (*PT Bursa Efek Indonesia*), as the case may be). Axiata currently expects the Proposed Merger to close in the second quarter of 2025.

The Issuer and Axiata are seeking a waiver of Condition 13(e) (*Events of Default*) under the Notes Conditions (the “**Notes Waiver**”), and the Sukuk Trustee is seeking a waiver of Condition 15(iii) (*Dissolution Events*) under each of the Sukuk Conditions (the “**Sukuk Waivers**” and, together with the Notes Waiver, the “**Waivers**”), each of which provides, among other things, that an Event of Default (in the case of the Notes) or a Dissolution Event (in the case of the Sukuk) will occur “if the [Sukuk Issuer], Axiata or any Principal Subsidiary ceases or threatens to cease to carry on the whole or a substantial part of its business”, subject to certain exceptions.

Axiata’s business includes both its mobile network operators’ business and its towers business in various countries throughout Southeast and South Asia, including Malaysia, Indonesia, Sri Lanka, Bangladesh and Cambodia as well as its fibre business in Indonesia. Axiata’s fibre business in Indonesia as well as its towers business and mobile network operators’ business in jurisdictions other than Indonesia will not be affected by the Proposed Merger. As part of the consideration for the Proposed Merger, following closing, Axiata will also be continuing its mobile network operators’ business in Indonesia through its 34.80% holding in MergeCo.

MergeCo will combine Axiata’s regional expertise and deep experience in managing integrated operations with the local knowledge and established presence of Sinar Mas, creating a larger, more financially robust organisation. MergeCo would aim to serve millions of Indonesian customers by delivering seamless connectivity, innovative digital solutions, and investing in future technologies such as 5G, artificial intelligence, cloud-based services, and cyber resilience, driving growth in the Indonesian digital economy. Axiata believes that combining two of Indonesia’s most trusted telecommunications operators will foster a healthier competitive environment and advance Indonesia’s digital transformation agenda through enhanced services, improved network quality, and greater capacity for innovation.

Although the Securities Issuers and Axiata do not consider that the Proposed Merger would give rise to any Potential Event of Default or Event of Default (in the case of the Notes) or Potential Dissolution Event or Dissolution Event (in

the case of the Sukuk), out of an abundance of caution, the Securities Issuers and Axiata are seeking waivers from any Potential Event of Default or Event of Default or Potential Dissolution Event or Dissolution Event that may arise as a result of the Proposed Merger. Such proposed waivers would waive any and all claims arising from or in connection with such non-compliance (if any) and any and all actual or potential past defaults (if any) that have or may have occurred and be continuing under the Trust Deed or the Declaration of Trust, as the case may be, directly or indirectly arising or resulting therefrom. However, even if such waivers are not obtained, Axiata may determine in its absolute discretion to proceed with the Proposed Merger.

Axiata is expected to release its unaudited financial results for the financial year ended 31 December 2024 on or around 26 February 2025 and the audited financial statements for the financial year ended 31 December 2024 on or around 31 March 2025. Upon release such financial results and financial statements will be available on Axiata's website (<https://www.axiata.com/>).

On 11 December 2024, S&P Global Ratings stated that Axiata's issuer rating of BBB/Stable will likely be supported by Axiata's lower leverage following the Proposed Merger. On 12 December 2024, Moody's Investors Services affirmed each of the Securities Issuers and Axiata's issuer rating of Baa2 in respect of the Sukuk and the Notes.

Proposals

The Issuer and Axiata are seeking a waiver of Condition 13(e) (*Events of Default*) under the Notes Conditions, and the Sukuk Trustee is seeking a waiver of Condition 15(iii) (*Dissolution Events*) under each of the Sukuk Conditions, each of which provides, among other things, that an Event of Default (in the case of the Notes) or a Dissolution Event (in the case of the Sukuk) will occur "if the [relevant Securities Issuer], Axiata or any Principal Subsidiary ceases or threatens to cease to carry on the whole or a substantial part of its business", subject to certain exceptions.

The Notes Waiver has been proposed by the Issuer for approval by an extraordinary resolution of the Noteholders at a meeting of the Noteholders. The Sukuk Waivers has been proposed by the Sukuk Trustee for approval by separate extraordinary resolutions of the Sukukholders of the 2026 Sukuk and the 2030 Sukuk, as the case may be, at separate meetings of the relevant Sukukholders.

The Meeting in respect of the Notes will commence at 1:00 a.m. (London time) / 9:00 a.m. (Hong Kong time) on 4 March 2025. The Meeting in respect of the 2026 Sukuk will commence at 1:15 a.m. (London time) / 9:15 a.m. (Hong Kong time) on 4 March 2025. The Meeting in respect of the 2030 Sukuk will commence at 1:30 a.m. (London time) / 9:30 a.m. (Hong Kong time) on 4 March 2025. Each of the Meetings will be held at the offices of Skadden, Arps, Slate, Meagher & Flom at 42/F, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong.

In the event that it becomes impossible or inadvisable to hold the Meeting of the Holders at the offices of Skadden, Arps, Slate, Meagher & Flom due to public health concerns, the Notes Trustee and the Delegate may prescribe further or alternative regulations regarding the holding of the Meetings of the Noteholders and Sukukholders, which may include holding the Meetings of the Noteholders and Sukukholders by audio or video conference call. In such circumstances, those Noteholders and Sukukholders who have indicated that they wish to attend the relevant Meeting in person will be provided with further details about attending the relevant Meeting. Holders who have instructed the Registrar to appoint one or more representatives of the Tabulation Agent as their proxy to attend and vote at the relevant Meeting on their behalf will be unaffected by these alternative regulations and will not be required to take any further action.

Meetings

At each Meeting, Noteholders and Sukukholders, as the case may be, will be invited to consider and, if thought fit, pass the relevant Extraordinary Resolution to approve the implementation of the Proposals, as more fully described in the notice convening the Meetings published by the Securities Issuers on the date of this announcement. In accordance with the procedures for participating in the Consent Solicitation and at the Meetings, each Noteholder or Sukukholder must confirm (i) it is not a person to or from whom it is unlawful to access the Consent Solicitation Memorandum or to solicit consents under the Consent Solicitation described therein under applicable laws and (ii) it consents to

delivery by electronic transmission in order to participate in the Consent Solicitation or otherwise participate at the relevant Meeting.

Consent Fee

Provided that the Consent Fee Conditions (as defined below) are satisfied or otherwise waived, each Noteholder and Sukukholder entitled to vote at the relevant Meeting who provides a valid Electronic Voting Instruction in favour of the Extraordinary Resolution on or before 4:00 p.m. (London time) on 20 February 2025 (the “**Consent Fee Deadline**”) (and does not validly revoke such vote, in the limited circumstances in which such revocation is permitted), will be eligible to receive a one-time fee from Axiata in an amount equal to U.S.\$1.00 per U.S.\$1,000 of the principal amount of Notes or Sukuk held and so voted by such Noteholder or Sukukholder, as the case may be (the “**Consent Fee**”).

Axiata’s obligation to pay any Consent Fee is conditioned on, (i) each of the Extraordinary Resolutions being approved and (ii) the Waivers becoming effective (the “Consent Fee Conditions”). The effective date of each of the Extraordinary Resolutions shall be immediately upon the date on which the relevant Extraordinary Resolution has been approved by the relevant Meeting (or any Adjourned Meeting). The Waivers will become effective immediately prior to the Merger Closing, and the Waivers will become effective only if Axiata is able to proceed with the Merger Closing and the Equalisation Completion in respect of the Proposed Merger. Accordingly, even if the Extraordinary Resolutions are passed and become effective, the Waivers will not become effective unless the conditions for the effectiveness of the Waivers are satisfied or otherwise waived by the Securities Issuers and Axiata, and no Consent Fee shall be payable to any holder of the Notes or the Sukuk until all Consent Fee Conditions are satisfied or otherwise waived. The Securities Issuers will announce (i) the satisfaction (or waiver) of the Consent Fee Conditions, (ii) whether or not Axiata is able to and intends to proceed with the Merger Closing and the Equalisation Completion, (iii) the effective date of the Waivers and (iv) the Payment Date (as defined below) as soon as reasonably practicable following satisfaction (or waiver) of the Consent Fee Conditions (the “**Consent Fee Conditions Announcement**”).

Subject to the immediately preceding paragraph, the Consent Fee will be paid by Axiata to each such Noteholder or Sukukholder, as the case may be, who submitted a valid Electronic Voting Instruction voting in favour of the relevant Extraordinary Resolution prior to the Consent Fee Deadline (and does not validly revoke such vote, in the limited circumstances in which such revocation is permitted) on or prior to the date that is the later of the occurrence of (x) the Merger Closing and (y) the Equalisation Completion (the “**Payment Date**”). Given that whether the Merger Closing and the Equalisation Completion occur will depend in part on approvals from certain external third parties (including the Ministry of Communications and Digital of the Republic of Indonesia, the Financial Services Authority of Indonesia and the Indonesia Stock Exchange (*PT Bursa Efek Indonesia*), as the case may be) and the shareholders of Axiata, XL and Smartfren, the Merger Closing and the Equalisation Completion may not occur and even if the Merger Closing and the Equalisation Completion do occur there may be a significant time period between the date of the Meetings and the Payment Date. Based on current expectations, the Securities Issuers does not expect the Payment Date to occur earlier than the second quarter of 2025, if it occurs at all.

Subject to satisfaction of the Consent Fee Conditions, Noteholders and Sukukholders holding Notes or Sukuk, as the case may be, through Euroclear and Clearstream that submit (and do not validly revoke, in the limited circumstances in which such revocation is permitted) valid Electronic Voting Instructions by the Consent Fee Deadline in favour of the Extraordinary Resolution (and who do not otherwise make arrangements to vote against or abstain from voting in respect of the Extraordinary Resolution) will receive payment of the Consent Fee via the relevant clearing system.

Voting Instructions may only be submitted in the specified denominations of the relevant Notes or Sukuk, being U.S.\$1,000 and integral multiples of U.S.\$1,000 in excess thereof.

Noteholders and Sukukholders who do not submit a valid Electronic Voting Instruction in favour of the Extraordinary Resolution by the Consent Fee Deadline will not be entitled to receive any Consent Fee. Such Noteholders and Sukukholders who attend the relevant Meeting in person or by proxy other than the Tabulation Agent will also not be entitled to receive the Consent Fee even if they vote in favour of the relevant Extraordinary Resolution.

Expected Timetable

All references to times are to London time unless otherwise specified. The times and dates below are indicative only. The Consent Fee Deadline and the Expiration Time are subject to change under the terms of the Proposals. Accordingly, the actual timetable may differ significantly from the expected timetable set out below.

The timetable assumes that no adjourned Meetings are required to be convened. If any of the Meetings is adjourned (for example, for want of a quorum) the notice, quorum and other requirements applicable to such an adjourned meeting in the meeting provisions set out in the Trust Deed and/or Declaration of Trust will be complied with.

Event	Date and Time
<i>Announcement of Consent Solicitation:</i>	10 February 2025
Announcement of Proposals and Notices of Meeting to be sent to Noteholders and Sukukholders through the Clearing Systems and published on the SGX-ST and Consent Solicitation Memorandum available to Noteholders and Sukukholders on the Transaction Website and from the Tabulation Agent (copies of which are obtainable upon request and free of charge)	
<i>Consent Fee Deadline:</i>	4:00 p.m. on 20 February 2025
Latest time and date for delivery of valid Electronic Voting Instructions voting in favour of the Extraordinary Resolutions through the Clearing Systems to be eligible for the Consent Fee (subject to satisfaction of the Consent Fee Conditions).	
<i>Expiration Time:</i>	
Expiration Time - Latest time and date for delivery of Voting Instructions through Euroclear/Clearstream	4:00 p.m. on 28 February 2025
Latest time and date for obtaining a form of proxy from the Registrar	4:00 p.m. on 28 February 2025
<i>Meetings:</i>	
Meetings to be held at the offices of Skadden, Arps, Slate, Meagher & Flom at 42/F, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong.	1:00 a.m. (London time) / 9:00 a.m. (Hong Kong time) on 4 March 2025 (in respect of the Notes)
	1:15 a.m. (London time) / 9:15 a.m. (Hong Kong time) on 4 March 2025 (in respect of the 2026 Sukuk)
<i>In the event that it becomes impossible or inadvisable to hold the Meeting of the Holders at the offices of Skadden, Arps, Slate, Meagher & Flom at 42/F, Edinburgh Tower, The Landmark, 15 Queen's Road Central, Hong Kong due to public health concerns, the Securities Issuers, the Notes Trustee and the Delegate may prescribe further or alternative regulations regarding the holding of the Meetings of the Holders, which may include holding the relevant Meeting of the Holders by audio or video conference call. In such circumstances, those Holders who have indicated that they wish to attend the relevant Meeting of the Holders in person will be provided with further details about attending the relevant Meeting. Holders who have appointed one or more</i>	1:30 a.m. (London time) / 9:30 a.m. (Hong Kong time) on 4 March 2025 (in respect of the 2030 Sukuk)

Event

representatives of the Tabulation Agent as their proxy to attend and vote at the relevant Meeting on their behalf will be unaffected by these alternative regulations and will not be required to take any further action.

Announcement of results of Meetings

Notice of Results of the Meetings to be given to Noteholders and Sukukholders

If each of the Extraordinary Resolutions is passed at the relevant Meeting:

Consent Fee Conditions Announcement

The Securities Issuers will announce (i) the satisfaction (or waiver) of the Consent Fee Conditions, (ii) whether or not Axiata is able to and intends to proceed with the Merger Closing and the Equalisation Completion, (iii) the effective date of the Waivers and (iv) the Payment Date as soon as reasonably practicable following satisfaction (or waiver) of the Consent Fee Conditions

Payment Date

Payment of Consent Fee to Noteholders and Sukukholders who have submitted a valid Electronic Voting Instruction in favour of the relevant Extraordinary Resolution through Euroclear or Clearstream by the Consent Fee Deadline

Date and Time

As soon as practicable and by no later than one Business Day after the conclusion of the Meetings

As soon as reasonably practicable after the Consent Fee Conditions have been satisfied (or waived)

Expected to be on or prior to the date that is the later of the occurrence of (x) the Merger Closing and (y) the Equalisation Completion

The effective date of each of the Extraordinary Resolutions shall be immediately upon the date on which the relevant Extraordinary Resolution has been approved by the relevant Meeting (or any Adjourned Meeting). The Waivers will become effective immediately prior to the Merger Closing, and the Waivers will become effective only if Axiata is able to proceed with the Merger Closing and the Equalisation Completion in respect of the Proposed Merger. **Accordingly, even if the Extraordinary Resolutions are passed and become effective, the Waivers will not become effective unless the conditions for the effectiveness of the Waivers are satisfied or otherwise waived by the Securities Issuers and Axiata, and no Consent Fee shall be payable to any holder of the Notes or the Sukuk until all Consent Fee Conditions are satisfied or otherwise waived.**

Based on current expectations, the Securities Issuers do not expect the Payment Date to occur earlier than the second quarter of 2025, if it occurs at all.

If a quorum is not achieved at a relevant Meeting such Meeting shall be adjourned and the Adjourned Meeting of Noteholders or Sukukholders (as the case may be) will be held at a date as will be notified to the Noteholders and Sukukholders in the relevant notice of the Adjourned Meeting.

Beneficial Owners should check with the Clearing System, bank, securities broker or any other intermediary through which they hold their Notes and/or Sukuk whether such Clearing System or intermediary will apply different deadlines for participation to those set out in this Consent Solicitation Memorandum and, if so, should follow those deadlines.

Holders should be aware that the Clearing Systems typically set deadlines for receipt of instructions from their participants that are in advance of the Consent Fee Deadline or the Expiration Time (as the case may be). Each Holder must adhere to such deadlines to ensure that its Voting Instruction is received on or prior to the Consent Fee Deadline or the Expiration Time (as the case may be), respectively.

Unless stated otherwise, all announcements in connection with the Consent Solicitation will be made by the Securities Issuers by publication on the website of the SGX-ST, and the Transaction Website and by delivery of a notice to the Clearing Systems for communication to Direct Participants. Copies of all announcements, notices and press releases can also be obtained from the Tabulation Agent. Significant delays may be experienced where notices are delivered to the Clearing Systems and Noteholders and Sukukholders are urged to contact the Tabulation Agent for the relevant announcements during the course of the Consent Solicitation. In addition, Noteholders and Sukukholders may contact the Sole Solicitation Agent for information using the contact details below.

With respect to the Notes or Sukuk held in Euroclear or Clearstream only Euroclear/Clearstream Direct Participants (as defined in the Consent Solicitation Memorandum) may deliver Electronic Voting Instructions and, if voting in favour of the relevant Extraordinary Resolution on or prior to the Consent Fee Deadline, thereby be eligible to receive the Consent Fee (subject to the relevant Extraordinary Resolution being duly passed and the other Consent Fee Conditions being satisfied). With respect to the Notes or Sukuk held in Euroclear or Clearstream, Noteholders and Sukukholders who are not Euroclear/Clearstream Direct Participants should arrange for the Euroclear/Clearstream Direct Participant through which they hold their Notes or Sukuk to deliver a Voting Instruction on their behalf to the relevant Clearing System as more particularly described in the Consent Solicitation Memorandum.

Noteholders and Sukukholders who have not submitted or delivered or arranged for the submission or delivery of a valid Electronic Voting Instruction as provided in the Consent Solicitation Memorandum but who wish to attend and vote at the relevant Meeting (or any Adjourned Meeting) in person or by proxy other than the Tabulation Agent may do so by submitting and delivering or arranging for the submission and delivery of an Attend Instruction in accordance with the voting and quorum procedures set out in the relevant notice of Meeting. Such Noteholders and Sukukholders will not be eligible to receive a Consent Fee.

A separate Attend Instruction must be submitted on behalf of each Noteholder or Sukukholder wishing to attend and vote at the relevant Meeting in person or appoint a proxy (other than the Tabulation Agent). Such Attend Instruction should include the name, email address, identity document type and identity document number of the attendee.

Each Voting Instruction will be irrevocable except in the limited circumstances described in the Consent Solicitation Memorandum under “Withdrawal Rights” and “Amendment and Termination”. Noteholders and Sukukholders should note that the form of proxy obtained and Voting Instructions given in respect of the relevant Meeting shall remain valid for any Adjourned Meeting (unless validly revoked, in the limited circumstances in which such revocation is permitted) prior to the Expiration Time.

Noteholders and Sukukholders are urged to deliver valid Voting Instructions for receipt by Sodali & Co acting as Tabulation Agent in accordance with the procedures of, and within the time limit specified by, the Clearing Systems, prior to the Consent Fee Deadline and in any event before the Expiration Time. Noteholders and Sukukholders should be aware that the Clearing Systems typically set deadlines for receipt of instructions from their participants that are in advance of the Consent Fee Deadline or Expiration Time (as applicable). Each Noteholder and Sukukholder must adhere to such deadlines to ensure that its Voting Instructions are received by the Tabulation Agent on or prior to the Consent Fee Deadline or the Expiration Time (as the case may be). The Consent Fee will not be payable in circumstances where a Noteholder or Sukukholder subsequently revokes (in the limited circumstances in which such revocation is permitted) a valid Electronic Voting Instruction in favour of the relevant Extraordinary Resolution, even

in circumstances where that Electronic Voting Instruction in favour of the relevant Extraordinary Resolution was initially provided on or before the Consent Fee Deadline.

Deutsche Bank AG, Singapore Branch, is acting as Sole Solicitation Agent and Sodali & Co is acting as Tabulation Agent.

Questions and requests for assistance in connection with the Consent Solicitations may be directed to the Sole Solicitation Agent:

SOLE SOLICITATION AGENT

Deutsche Bank AG, Singapore Branch

Asia Pacific Head Office
One Raffles Quay
South Tower Level 12
Singapore 048583

Attention: Global Risk Syndicate
Telephone: +65 6423 4229

Email: dcm.sea@list.db.com

Questions and requests for assistance in connection with the delivery of Voting Instructions may be directed to the Tabulation Agent:

TABULATION AGENT

Sodali & Co

Transaction Website: <https://projects.sodali.com/axiata>

E-mail: axiata@investor.sodali.com

In Hong Kong
29/F
No. 28 Stanley Street
Central
Hong Kong
Telephone: + 852 2319 4130

In London
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AB
United Kingdom
Telephone: + 44 204 513 6933

Disclaimer

This announcement must be read in conjunction with the Consent Solicitation Memorandum. The Consent Solicitation Memorandum contains important information which should be read carefully before any decision is made with respect to the Consent Solicitation. If any Noteholder or Sukukholder is in any doubt as to the action it should take, it is recommended to seek its own financial advice, including in respect of any tax consequences, from its broker, bank manager, solicitor, accountant or other independent financial, tax or legal adviser. Any individual or company whose Notes or Sukuk are held on its behalf by a broker, dealer, bank, custodian, trust company or other nominee must contact such entity if it wishes to participate in the Consent Solicitation or otherwise participate at the relevant Meeting (including any adjourned such Meeting). None of the Securities Issuers, Axiata, the Sole Solicitation Agent and the Tabulation Agent expresses any opinion about the terms of the Consent Solicitation or Extraordinary Resolutions or makes any recommendation whether Noteholders or Sukukholders should participate in the Consent Solicitation or otherwise participate at the relevant Meeting(s) applicable to them.

General

The distribution of this announcement and the Consent Solicitation Memorandum in certain jurisdictions may be restricted by law, and persons into whose possession this announcement and/or the Consent Solicitation Memorandum comes are required to inform themselves about, and to observe, any such restrictions.

Nothing in this announcement or the Consent Solicitation Memorandum constitutes or contemplates an offer of, an offer to purchase or the solicitation of an offer to sell any security in any jurisdiction and participation in the Consent Solicitation by a Noteholder or Sukukholder in any circumstances in which such participation is unlawful will not be accepted. In addition to the representations referred to above in respect of the United States, each Noteholder and Sukukholder participating in the Consent Solicitation will be deemed to represent that it is an Eligible Noteholder. Any Voting Instructions from a Noteholder or Sukukholder that is unable to make these representations will not be accepted. Each of the Securities Issuers, Axiata, the Sole Solicitation Agent and the Tabulation Agent reserves the right, in its absolute discretion, to investigate, in relation to any submission of Voting Instructions, whether any such representation given by a Noteholder or a Sukukholder is correct and, if such investigation is undertaken and as a result the relevant Securities Issuer determines (for any reason) that such representation is not correct, such Voting Instruction may be rejected.