



7-ELEVEN MALAYSIA HOLDINGS BERHAD

(Registration No. 201301028701 (1058531-W))
(Incorporated in Malaysia)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN THAT an Extraordinary General Meeting (“**EGM**”) of 7-Eleven Malaysia Holdings Berhad (“**SEM**” or “**Company**”) will be conducted virtually via Remote Participation Electronic Voting facilities to be provided by the Poll Administrator of the Company, Boardroom Share Registrars Sdn Bhd via its ePortal's online meeting platform at <https://web.lumiagm.com/>, for the purpose of considering and if thought fit, passing the following resolution as set out in this notice:

Day and Date : Thursday, 14 December 2023
Time : 10:00 a.m.
Broadcast Venue : Manhattan I, Level 14, Berjaya Times Square Hotel Kuala Lumpur,
No. 1 Jalan Imbi, 55100 Kuala Lumpur, Malaysia.
Mode of Communication : (1) Typed text in the Meeting Platform
(2) E-mail questions to ir@7eleven.com.my prior to EGM

ORDINARY RESOLUTION

PROPOSED DISPOSAL BY CONVENIENCE SHOPPING (SABAH) SDN BHD (“CSSSB”), A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, OF ITS ENTIRE 75% EQUITY INTEREST IN CARING PHARMACY GROUP BERHAD (“CARING”) TO BIG PHARMACY HOLDINGS SDN BHD (“BIG PHARMACY” OR “PURCHASER”) FOR A CASH CONSIDERATION OF RM675.0 MILLION (“PROPOSED DISPOSAL”)

"THAT subject to the approvals of all relevant authorities and/or parties being obtained (if required) and the conditions precedent in the conditional sale and purchase agreement dated 21 September 2023 entered into between CSSSB, Motivasi Optima Sdn Bhd and BIG Pharmacy pertaining to the Proposed Disposal (“**SPA**”) being fulfilled and waived (as the case may be), approval be and is hereby given to CSSSB to dispose of a total of 163,280,543 ordinary shares in Caring, representing its entire 75% equity interest in Caring to BIG Pharmacy for a cash consideration of RM675,000,000.00 (subject to adjustments to the equity value as disclosed in Section 2.1 of the circular to shareholders dated 29 November 2023 in relation to the Proposed Disposal) (“**Disposal Consideration**”) upon the terms and conditions contained in the SPA.

AND THAT the Board of Directors of the Company (“**Board**”) be and is hereby empowered and authorised to do all acts, deeds and things (including all applications and submissions to the relevant regulatory authorities and bodies) and take all such decisions as they may in their absolute discretion deem fit, necessary, expedient and/or appropriate in the best interest of the Company and to take all such steps and to execute, sign, deliver and cause to be delivered on behalf of the Company all such documents and/or arrangements as may be necessary or expedient in order to implement, finalise, give effect and complete the Proposed Disposal under the terms and conditions of the SPA with full powers to assent to any condition, modification, variation and/or amendment in any manner as may be required or imposed by the relevant authorities including to enter into any supplemental agreement(s), if any, in connection with the Proposed Disposal, and to deal with all matters relating thereto and to take all such steps and do all acts and things in any manner or as the Board may deem necessary or expedient in the best interest of the Company."

BY ORDER OF THE BOARD

TAI YIT CHAN (MAICSA 7009143) (SSM PC No. 202008001023)
TIA HWEI PING (MAICSA 7057636) (SSM PC No. 202008001687)
Company Secretaries

Selangor
29 November 2023

Notes:

1. *The Company will conduct the EGM entirely via Remote Participation and Electronic Voting facilities. Kindly refer to the Administrative Guide for the EGM for more information.*
2. *The only venue involved is the broadcast venue for the compliance with Section 327(2) of the Companies Act 2016 that the Chairman of the Meeting shall be present at the main venue of the EGM. No shareholder or proxy from the public should be physically present nor admitted at the broadcast venue on the day of the EGM.*
3. *As the EGM will be conducted via a virtual meeting, a member who is not able to participate in the EGM may appoint the Chairman of the Meeting as his/her proxy and indicate the voting instruction in the Form of Proxy.*
4. *In respect of deposited securities, only members whose names appear in the Record of Depositors on 7 December 2023 shall be eligible to attend the EGM.*
5. *A member entitled to attend and vote at the EGM is entitled to appoint a proxy or proxies to attend and vote on his behalf. A proxy may but need not be a member of the Company and a member may appoint any person to be his proxy without limitation save that the proxy must be of full age.*
6. *A member shall be entitled to appoint not more than two (2) proxies to attend and vote at the same meeting. Where a member appoints more than one (1) proxy, he shall specify the proportion of his holdings to be represented by each proxy, failing which the appointment shall be invalid.*
7. *Where a member is an authorised nominee as defined under the Central Depositories Act, it may appoint one (1) proxy in respect of each securities account it holds with ordinary shares of the Company standing to the credit of the said securities account.*
8. *Where a member of the Company is an exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one (1) securities account ("**Omnibus Account**"), there is no limit to the number of proxies which the exempt authorised nominee may appoint in respect of each Omnibus Account it holds.*
9. *The instrument appointing a proxy shall be in writing under the hand of the appointor or of his 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.*
10. *The appointment of a proxy may be made in a hard copy form or by electronic means in the following manner and must be received by the Company not less than forty-eight (48) hours before the time appointed for holding the EGM or adjourned General Meeting at which the person named in the appointment proposes to vote:*
 - (i) *In hard copy form*

In the case of an appointment made in hard copy form, this Form of Proxy must be deposited at the Company's Share Registrar's office situated at 09-27 Level 9, Berjaya Times Square, No. 1 Jalan Imbi, 55100 Kuala Lumpur.
 - (ii) *By electronic forms*

In the case of an appointment made via email transmission, the Form of Proxy can be electronically lodged with the Poll Administrator via Boardroom Smart Investor Portal at <https://investor.boardroomlimited.com>. Please refer to the Administrative Guide for further information on submission via Boardroom Smart Investor Portal.
11. *Pursuant to Paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, all resolution(s) at the EGM shall 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, speak and vote at the Extraordinary General Meeting 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 Extraordinary General Meeting (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the Extraordinary General Meeting (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 Purposes, 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.