

FSBM HOLDINGS BERHAD ("FSBM" OR THE "COMPANY")
(Registration No.198401003091 (115609-U))

**MEMORANDUM OF UNDERSTANDING ENTERED INTO BETWEEN FSBM I-DESIGN SDN. BHD. AND
EXITRA SDN. BHD. FOR EXPLORATION OF COLLABORATION OPPORTUNITIES AND
PARTNERSHIP OPPORTUNITIES**

1. INTRODUCTION

The Board of Directors of FSBM Holdings Berhad ("**FSBM**" or "**Company**") ("**Board**") wishes to announce that FSBM I-Design Sdn. Bhd. (Registration No: 200001012510 (515116-X)) ("**FSBM I-DESIGN**"), a wholly-owned subsidiary of FSBM, had on 14 March 2025 entered into a Memorandum of Understanding ("**MOU**") with Exitra Sdn. Bhd. (Registration No: 200301014966 (617386-W)) ("**EXITRA**") (hereinafter referred to as a "**Party**" and collectively as the "**Parties**") for exploration of collaboration opportunities and partnership opportunities.

2. INFORMATION ON FSBM I-DESIGN

FSBM I-DESIGN is a company incorporated in Malaysia as a private limited company under the Companies Act 1965 and deemed registered under the Companies Act 2016. FSBM I-Design is a wholly-owned subsidiary of FSBM.

FSBM I-Design is a wholly-owned subsidiary of FSBM and is principally involved in providing enterprise wide ICT Solutions and Systems integration services. FSBM is in the business of providing Managed Security Services, Smart Manufacturing Solutions, Intelligent Application & Digital Solutions and Other Services. FSBM Holdings Berhad is a leading provider of innovative technology solutions that empower efficiency and competitiveness.

3. INFORMATION ON EXITRA

EXITRA is a company incorporated in Malaysia as a private limited company under the Companies Act 1965 and deemed registered under the Companies Act 2016.

EXITRA provides integrated business and information technology (IT) solutions, including data center solutions, web development and hosting, software as a service (SAAS), IT professional services, and consulting/project management.

4. SALIENT TERMS OF THE MOU

FSBM I-DESIGN will provide an All-In-One AnalyticOps platform ("**Platform**"), an advanced augmented analytics and business intelligence platform featuring a natural language processing (NLP) interface, automated machine learning (AutoML) capabilities with a comprehensive suite of data analytics tools.

EXITRA owns and operates a Tier 3 Designed Data Center with state-of-the art infrastructure ("**Data Centre**") and have a local presence in Kuala Lumpur. FSBM I-DESIGN desires to offer this Platform as a secure and innovative self-service augmented analytics platform to existing and new clients

(“**Potential Clients**”) and collaborate on an on-prem deployment with EXITRA's facility and ecosystem (“**Collaboration**”).

FSBM I-DESIGN's strength lies in its data engineering and data science services and support to assist clients in utilising its Platform effectively and for on-premise deployment of the Platform, FSBM I-DESIGN requires specific infrastructure necessary to ensure optimal performance.

The Parties are desirous to collaborate with each other and to formalise their mutual agreement in respect of the Collaboration.

The Parties agree that the Collaboration shall be carried out on the terms and conditions as set out in the MOU.

The salient terms of the MOU are, amongst others, as follows:

- (a) the Parties shall explore on new and potential business models and synergetic collaboration in connection with the Platform and the Data Centre;
- (b) FSBM I-DESIGN to provide an All-In-One AnalyticOps Platform for the purpose developing jointly with Exitra on the proof of concept (“**POC**”);
- (c) the Parties shall exchange such general business, technical and/or other information relating to its products and services as may be reasonably required for the purpose of the Collaboration and the POC and each Party shall ensure that by exchanging such information, a Party shall not be in breach of any of its legal obligations, including under any applicable agreements with its customers and/or any applicable law relating to personal data protection or otherwise;
- (d) The Parties shall collaborate on identifying and engaging potential market segments for the POC.
- (e) EXITRA shall provide and maintain the necessary infrastructure for the POC, including but not limited to access to key resources in connection with the Data Centre.
- (f) FSBM I-DESIGN shall grant EXITRA access to the Platform for a defined period, enabling internal testing, demonstrations, and potential client onboarding.
- (g) Both Parties shall work together to onboard customers to the Platform within the agreed timeframe, with defined business objectives.
- (h) Upon the successful completion of the POC and the achievement of the agreed success criteria, the Parties intend to enter into a formal Collaboration Agreement on mutually agreed terms.

5. **RATIONALE OF THE MOU**

The collaboration will focus on deploying the All-In-One AnalyticOps Platform on-premise at EXITRA's facility to leveraging its advanced infrastructure necessary to ensure optimal performance. The collaboration will explore new business models and synergistic opportunities, aiming to deliver innovative, secure, and scalable analytics solutions to existing and new customers. This agreement is set to enhance business intelligence capabilities and drive digital transformation across industries.

6. DURATION OF THE MOU

The Parties shall carry out the Collaboration for a term of 1 year from the date of the MOU or such extended duration as may be mutually agreed between the Parties in writing.

7. EFFECTS OF THE MOU

The MOU is not expected to have any material effect on the earnings per share, net assets per share and gearing of the Company or the Group for the financial year ending 31 December 2025. Should the Joint Collaboration materialize, it is expected to contribute positively to the future earnings of the Group.

8. RISK FACTORS

The Company does not expect any material risk arising from the MOU as the MOU is non-binding and is not intended to constitute a legally binding or enforceable agreement or commitment on either party. The provisions of the MOU merely represent the common intention of the Parties. It does not, therefore, carry any risks.

9. DIRECTORS AND MAJOR SHAREHOLDERS' INTEREST

None of the Directors and/or Major Shareholders of the Company and/or persons connected with them have any interest, directly and/or indirectly, in the MOU.

10. STATEMENT BY DIRECTORS

The Board of Directors of the Company, having taken into consideration all aspects of the MOU, is of the opinion that the MOU is in the best interest of FSBM.

11. APPROVALS REQUIRED

The MOU is not subject to the approval of the shareholders of the Company.

12. DOCUMENTS AVAILABLE FOR INSPECTION

The MOU is available for inspection at the Registered Office of the Company at Level 5, Tower 8, Avenue 5, Horizon 2, Bangsar South City, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur during normal office hours on Mondays to Fridays (except for public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 14 March 2025.