

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

**UPDATE ON THE STATUS OF MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN**  
**FSBM I-DESIGN SDN. BHD. (FSBM I-Design") AND VISIONTECH PTE LTD. ("VISION")**

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**1. INTRODUCTION**

Pursuant to the Memorandum of Understanding ("MOU") entered into on 16 January 2025 between **FSBM I-Design Sdn. Bhd.** ("FSBM I-Design"), a wholly-owned subsidiary of FSBM Holdings Berhad ("FSBM" or "the Company"), and **VisionTech Pte Ltd** ("VISION") (collectively referred to as "The Parties"), FSBM wishes to announce that FSBM I-Design has on 1 July 2025 entered into a **Key Strategic Partnerships Agreement ("Agreement")** with VISION in relation to the Generative Application Suite.

**2. INFORMATION ON FSBM I-DESIGN**

FSBM I-Design is a company incorporated in Malaysia on 25 May 2000 as a private limited company under the Companies Act 1965 and deemed registered under the Companies Act 2016. The company is primarily engaged in providing enterprise-wide ICT and systems integration services.

**3. INFORMATION ON VISION**

VISION is incorporated and existing under the laws of the Republic of Singapore, and having its business address at 33 Ubi Ave 3, Vertex Tower B #05-01, Singapore 408868. VISION is a Singapore based Generative AI company focused on developing solutions to boost sales, streamline operations and overcome manpower challenges.

**4. SALIENT TERMS OF THE AGREEMENT**

**The salient terms and conditions of the Agreement, among others, are set out as follows:-**

- 4.1 VISION agrees to appoint FSBM I-Design as the Key Strategic Partner of its Generative AI Suite in Malaysia, and FSBM I-Design agrees to undertake this role exclusively, with the objective of expanding client base in the country (the "Partnership").
- 4.2 The Parties further agree to collaborate with each other for the following: -
  - i) collaboration in market development;
  - ii) collaboration in sales and customer engagement;
  - iii) collaboration in technical support and training; and
  - iv) collaboration in branding activities.

(collectively, referred to as the "**Collaboration**")

**5. RATIONALE OF THE AGREEMENT**

The Agreement serves as a formalisation of the collaborative efforts initiated under the MOU signed between FSBM I-Design and VISION on 16 January 2025. By enters into the Agreement, FSBM I-Design and VISION both Parties aim to strengthen their collaboration and explore new opportunities by leveraging each other's strengths to achieve mutual objectives, particularly in relation to the Generative AI Suite and its implementation in Malaysia.

**6. FINANCIAL EFFECTS OF THE AGREEMENT**

The Agreement will not have any effect on the share capital and substantial shareholder's shareholdings in the Company.

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

**7. RISK FACTORS**

The Company does not expect any material risk arising from the Agreement. The Board of Directors and the management of the Company will exercise due care in considering the associated risks and benefits.

**8. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, AND/OR PERSONS CONNECTED TO THEM**

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

**9. STATEMENT BY DIRECTORS**

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

**10. APPROVALS REQUIRED**

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

**11. DOCUMENTS AVAILABLE FOR INSPECTION**

The Agreement is available for inspection at the Registered Office of the Company at Level 7, Mercu 3, No. 3, Jalan Bangsar, KL Eco City, 59200 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur, Malaysia 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 1 July 2025.