

**FSBM HOLDINGS BERHAD (“FSBM” OR THE “COMPANY”)**

**[Registration No.198401003091 (115609-U)]**

**MEMORANDUM OF COLLABORATION ENTERED INTO BETWEEN UNOS SDN. BHD, A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY, AND DATAPREP HOLDINGS BHD FOR ESTABLISHMENT OF A BASIS OF CO-OPERATION AND COLLABORATION BETWEEN THE PARTIES TO PROMOTE SOFTWARE COLLABORATION**

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**1. INTRODUCTION**

The Board of Directors of FSBM Holdings Berhad (“FSBM” or “Company”) (“Board”) wishes to announce that its wholly owned subsidiary, Unos Sdn. Bhd. [Registration No.: 200001011195 (513801-M)] (“USB”) had on 21 March 2025 entered into a Memorandum of Collaboration (“MoC”) with Dataprep Holdings Bhd [Registration No.: 198901005754 (183059-H)] (“DHB”) (hereinafter be referred collectively as “Parties” and singularly as a “Party”) for establishment of a basis of co-operation and collaboration between the Parties to promote software collaboration.

**2. INFORMATION ON UNOS SDN. BHD.**

USB is a company incorporated in Malaysia as a private limited company under the Companies Act 1965 and deemed registered under the Companies Act 2016. USB is a wholly-owned subsidiary of FSBM, a public company listed on the Main Market of Bursa Malaysia Securities Berhad, and involved in, amongst others, the business of enterprise wide ICT solutions, communications and networking services.

**3. INFORMATION ON DATAPREP HOLDINGS BHD**

DHB is a public company listed on the Main Market of Bursa Malaysia Securities Berhad in 1991. DHB is an investment holding company with its subsidiaries involved in data management, IT solutions, ICT outsourcing services, payment solutions and services and digital platform. As a pioneer in the industry, DHB together with its subsidiaries, have accumulated 47 years of IT experience collectively.

**4. SALIENT TERMS OF THE MoC**

The Parties are desirous of entering into the MoC to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties to promote software collaboration based on the terms and conditions as set out in the MoC.

The salient terms and conditions of the MoC are as follows:

**(A) OBJECTIVE**

The Parties, subject to the terms of the MoC and the laws, rules, regulations and national policies from time to time, shall endeavor to strengthen, promote and develop areas of co-operation between the Parties on the basis of equality and mutual benefit.

(B) AREAS OF COLLABORATION

Each Party shall, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavor to take necessary steps to encourage and promote co-operation in the following areas:-

USB

- a) To provide expert consultation services for software and software related subject matter.
- b) Any other areas of co-operation to be mutually agreed upon by the Parties.

DHB

- a) To provide expert consultation services for software and software related subject matter.
- b) Any other areas of co-operation to be mutually agreed upon by the Parties.

The Parties shall use their best endeavors to further their mutual interests and, as far as they are able to do, make available to their collaborators their expertise, resources and information.

The Parties agree that the MoC is neither conclusive nor exhaustive as the MoC outlines the general understanding and framework for mutual co-operation between the Parties and is aimed at paving the way to negotiate and enter into a definitive agreement in due course.

(C) FINANCIAL ARRANGEMENTS

The MoC shall not give rise to any financial obligation by one Party to other.

Each Party shall bear its own cost and expenses in relation to the MoC.

(D) EFFECT OF THE MoC

The MoC serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create obligations under domestic or international law and shall not give rise to any legal process and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

(E) NO AGENCY

The MoC shall not be constituted as a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

(F) SUSPENSION

Each Party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily, either in whole or in part, the implementation of the MoC which suspension shall take effect immediately after notification has been given to the other Party through written Notices in the manner stipulated in the MoC.

## **5. RATIONALE OF THE MoC**

The MoC between UNOS and DATAPREP is established to enhance cooperation in software development and related technology initiatives. Under this collaboration, UNOS will provide consultation services in software development, leveraging its expertise to drive innovation and efficiency. Simultaneously, DATAPREP will contribute its capabilities in the same domain, fostering a mutually beneficial exchange of knowledge and technological advancement.

This strategic partnership is expected to generate synergies in software development, strengthen technological capabilities, and enhance the competitive positioning of FSBM within the technology sector. By combining resources and expertise, both parties aim to accelerate innovation, expand market opportunities, and reinforce their presence in the evolving digital landscape.

## **6. DURATION OF THE MoC**

The MoC shall come into effect on the date of signing and shall remain in effect for a period of two (2) years.

The MoC may be extended for a further period as may be agreed in writing by the Parties.

Each Party may terminate the MoC by giving the other Party sixty (60) days prior written notice of that intention.

## **7. EFFECTS OF THE MoC**

The MoC 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. It will not have any effect on the share capital and substantial shareholders' shareholdings of the Company. However, it is expected to contribute positively to the future earnings of the Group should business opportunities arising from the MoC materialised.

## **8. RISK FACTORS**

The Company does not expect any material risk arising from the MoC other than the operational risk associated with the MoC during the term of the MoC.

## **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 MoC.

## **10. STATEMENT BY DIRECTORS**

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

## **11. APPROVALS REQUIRED**

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

## **12. DOCUMENTS AVAILABLE FOR INSPECTION**

The MoC 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 21 March 2025.