

**AGMO HOLDINGS BERHAD (“AGMO” OR THE “COMPANY”)
COLLABORATION AGREEMENT BETWEEN AGMO AND UNIVERSITI TELEKOM SDN BHD**

1. INTRODUCTION

Reference is made to the Company’s announcement made on 10 November 2022 in relation to the Memorandum of Understanding (“**MOU**”) between AGMO and Universiti Telekom Sdn Bhd (“**UTSB**”) (hereinafter referred as “**the Parties**”) (“**Announcement**”). Unless otherwise stated, all definitions set out in the Announcement shall apply herein.

The Board of Directors of AGMO wishes to announce that the Company had on 31 January 2023 entered into a Collaboration Agreement with UTSB (“**Collaboration Agreement**”), to collaborate in the setting up of an experience centre to be known as “AGMO-SPACE”, located in Multimedia University (“**MMU**”)’s Faculty of Creative Multimedia in the Cyberjaya campus (“**Collaboration**”).

2. INFORMATION ON UTSB

UTSB was incorporated in Malaysia as a private company limited by shares, and is the registered owner of MMU, a private university registered under the Malaysian Private Higher Educational Institutions Act 1996, which offers tertiary level education and training in various areas and has the expertise and the capability to provide management, research and development, consultancy services and advancement of technology. UTSB is a wholly-owned subsidiary of Telekom Malaysia Berhad and currently manages the operations of MMU at the Cyberjaya, Selangor and Melaka campuses.

3. SALIENT TERMS OF THE COLLABORATION AGREEMENT

The words and abbreviations used throughout this section of the announcement shall have the same meaning as defined in the Collaboration Agreement unless the context otherwise requires or defined herein. The salient terms of the Collaboration Agreement include, among others, the following:

3.1 Duration

- The Collaboration Agreement shall operate for a period of three (3) years commencing from the date of signing the Collaboration Agreement (“**Term**”).
- The Collaboration Agreement may be extended for a further term of two (2) years by mutual agreement in writing of the Parties, subject to the conditions of the Collaboration Agreement.

3.2 AGMO’s obligations

- (a) For the purpose of setting up AGMO-SPACE, AGMO shall invest approximately a sum of Ringgit Malaysia One Hundred Twenty-Five Thousand (RM125,000.00) only as renovation costs, including the cost of fixtures and furnishings and Equipment;
- (b) AGMO shall be responsible for the renovation of AGMO-SPACE and all payments directly to the appointed contractor/vendor in respect of such renovation works. The layout plan of AGMO-SPACE and the agreed scope of works to be carried out in respect of the renovation are specified in the Collaboration Agreement.

- (c) AGMO shall be responsible for the installation, testing and commissioning works and upgrades, if any, of the Equipment to be provided at AGMO-SPACE. At the end of the Term or in the event of early termination of the Collaboration Agreement, AGMO agrees to donate the Equipment in AGMO-SPACE to MMU;
- (d) AGMO shall be responsible for providing maintenance of the Equipment at AGMO-SPACE and any customer support requirements;
- (e) AGMO shall place at least one (1) Personnel at AGMO-SPACE to support and manage the operation of AGMO-SPACE;
- (f) AGMO shall be responsible for the operating costs of AGMO-SPACE including but not limited to the utilities bills and maintenance of fixtures and furnishings (if applicable);
- (g) AGMO agrees to pay Ringgit Malaysia Six Hundred only (RM600.00) per month to MMU as reimbursement for the general housekeeping and cleaning costs and provision of internet connectivity at AGMO-SPACE, subject to the Collaboration Agreement;
- (h) AGMO shall allow access by MMU's Personnel as well as visitors to utilise AGMO-SPACE subject to prior notification to be given by MMU and provided that AGMO has no planned event at AGMO-SPACE;
- (i) AGMO agrees to provide ten percent (10%) of the total seating capacity at no charge to MMU for any chargeable events planned by AGMO at AGMO-SPACE; and
- (j) In the event of early termination or expiry of the Collaboration Agreement, any AGMO logo displayed at AGMO-SPACE shall be forthwith removed.

3.3 MMU's obligations

- (a) MMU shall be responsible to provide main electrical power and water supply, air-conditioning, and internet connection for the smooth running of AGMO-SPACE;
- (b) MMU shall be responsible to provide security service and cleaning service (other than the cost of monthly cleaning service as stipulated under the Collaboration Agreement which shall be borne by AGMO) in AGMO-SPACE;
- (c) In consideration of AGMO's investment towards the renovation costs, MMU agrees to waive all utilities bills and the fixed monthly charge for housekeeping or cleaning work per Collaboration Agreement for the first year of operation of AGMO-SPACE; and
- (d) MMU shall grant AGMO possession and the right to peaceful use and occupation of AGMO-SPACE without interruption and without payment, from Monday to Sunday including public holidays (save as where specified in the Collaboration Agreement) for the duration of the Term.

4. **RATIONALE**

The Collaboration is aimed at providing a platform for various state-of-the-art technologies for the public, including MMU's staff and students, to experience, explore and interact with.

5. **RISK FACTORS**

The risk factors involved in this Collaboration Agreement at this juncture is expected to be minimal, the Board of Directors and the management of the Company will exercise due care in considering the associated risks and benefits.

6. FINANCIAL EFFECT

The Collaboration Agreement is not expected to have any effect on the issued share and substantial shareholders' shareholdings of the Company as it does not involve the issuance of any new ordinary shares in the Company.

The Collaboration Agreement is not expected to have any material impact on the Company's earnings per share, net assets and gearing for the current financial year ending 31 March 2023.

7. INTEREST OF DIRECTORS, AND MAJOR SHAREHOLDERS AND/ OR PERSONS CONNECTED WITH THEM

None of the directors and/or major shareholders of AGMO and/or persons connected with them have any interest, direct or indirect, in the Collaboration Agreement.

8. STATEMENT BY DIRECTORS

The Board, after having considered all aspects of the Collaboration Agreement, is of the opinion that the Collaboration Agreement is in the best interest of the Company.

9. APPROVALS REQUIRED

The Collaboration Agreement is not subject to the approval of the shareholders of AGMO or any regulatory authorities.

10. DOCUMENTS FOR INSPECTION

The Collaboration Agreement is available for inspection at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur between 9.00 a.m. and 5.00 p.m. from Mondays to Fridays (except on public holidays) for a period of 3 months from the date of this announcement.

This announcement is dated 31 January 2023.