DAGANG NeXCHANGE BERHAD
[REGISTRATION NO. 197001000738 (10039-P)]
- MEMORANDUM OF UNDERSTANDING ENTERED BETWEEN DAGANG NEXCHANGE BERHAD AND MAJLIS AMANAH RAKYAT

1. INTRODUCTION

The Board of Directors (the "**Board**") of Dagang NeXchange Berhad ("**DNeX**" or the "**Company**") wishes to announce that DNeX had on 2 March 2026 entered into a Memorandum of Understanding ("**MOU**") with Majlis Amanah Rakyat ("**MARA**"), (collectively referred to as the "**Parties**" and each a "**Party**") for the following purpose:

a) Google AI Program for Start-Ups - Collaboration to support start-ups and entrepreneurs through AI-enabled platforms, advisory services, and mentorship to drive growth, competitiveness, and innovation within the MARA ecosystem.
b) Google Trailblazer Program - Joint implementation of a talent and leadership development programme focused on innovation capability, future-ready skills, and experiential learning to develop competitive leaders and innovators.
c) Modern and Integrated Platform - Collaboration to explore the development of a modern, integrated platform to improve access, system integration, and operational efficiency, supporting digital transformation and strategic collaboration.

("**the Collaboration**").

2. DETAILS OF MARA

MARA is an agency under the purview of the Ministry of Regional and Rural Development, established on 1 March 1966, as a corporate statutory body by an Act of Parliament as a result of the first Bumiputera Economic Congress in 1965.

MARA is mandated to lead the 'Urbanization of Rural Potential'. MARA orchestrates inclusive socioeconomic growth by facilitating education, entrepreneurship, and industrial integration for the Bumiputera community

3. SALIENT TERMS OF THE MOU

3.1 Definitive Agreement

The Parties agree that the program details for the scope of collaboration set out in the MOU shall be developed and finalised, subject to the mutual approval of both Parties. The Parties further agree that, where necessary, they shall enter into a definitive agreement setting out the respective responsibilities and obligations of the Parties in relation to the implementation of the collaboration contemplated under the MOU.

3.2 Duration and Termination

The MOU shall continue in effect for a period of 3 years from the date of the execution and either Party may terminate the MoU at any time prior to its expiry by giving prior written notice stating the reason(s) for termination to the other Party, and such notice shall be given not less than three (3) months before the intended termination date.

4. RATIONALE FOR THE MOU

The entry into the MOU forms a basis of commitment to the Parties to create a mutual understanding of the strategy and business needs of all organizations to enable a broader understanding of the benefits and opportunities of working with each other and how the Parties can leverage on each other's expertise to explore the possibility of entering into a joint arrangement for the Collaboration.

5. FINANCIAL EFFECTS OF THE MOU

5.1. Share Capital

The MOU will not have any effect on the issued and paid-up share capital of the Company.

5.2. Substantial shareholders' shareholdings

The MOU will not have any effect on the substantial shareholders' shareholdings of the Company.

5.3. Net assets per share and gearing

The MOU will not have any material effect on the Company's net assets per share and gearing for the financial year ending 31 December 2026.

5.4. Earnings per share

The MOU is not expected to have any material effect on the Company's earnings per share for the financial year ending 31 December 2026.

6. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND PERSONS CONNECTED INTERESTS

None of the Directors of the Company or persons connected to them has any interest, direct or indirect, in the MOU.

The Board is not aware of any other major shareholders or persons connected to them having an interest, direct or indirect, in the MOU.

7. APPROVAL REQUIRED

The MOU is not subject to the approval of shareholders and any other relevant authorities and is not conditional upon any other corporate exercise undertaken by the Company.

8. STATEMENT BY DIRECTORS

The Board of DNeX, having reviewed and considered the terms and conditions of the MOU, is of the opinion that the MOU is in the best interest of the Company and the terms and conditions of the MOU are fair, reasonable and on terms that are not detrimental to the interest of the minority shareholders of the Company.

This announcement is dated 2 March 2026.