MEMORANDUM OF UNDERSTANDING BETWEEN GOLOG HOLDINGS SDN. BHD. AND MATRIX CONCEPTS HOLDINGS BERHAD ("MCHB" OR "THE COMPANY")

1. INTRODUCTION

The Board of Directors of the Company wishes to announce that MCHB, has on 8 October 2025 entered into a Memorandum of Understanding ("MOU") with Golog Holdings Sdn. Bhd.("Golog") to formalise their mutual intention to establish a framework for co-operation and participation between the parties to work on the realisation and execution of their collaboration in the acquisition and development of land measuring an area of approximately 618 acres in Parcel B, Smart County, Mukim Labu, Daerah Seremban, ("MVV Lands") towards furthering the objectives of Malaysia Vision Valley 2.0 ("MVV 2.0") and the development of China-Malaysia Air Silk Road Dual Hub Industrial Park ("CMAS Industrial Park") (the "Collaboration").

2. INFORMATION ON CHINA-MALAYSIA AIR SILK ROAD ("CMAS ROAD")

Reference is made to the Joint Statement between the People's Republic of China and Malaysia titled "*Building a High-Level Strategic China-Malaysia Community with a Shared Future*" dated 17 April 2025 *(Source: Official website of the Ministry of Foreign Affairs Malaysia)*, as released by the Ministry of Foreign Affairs Malaysia In line with the shared commitment outlined in the statement, Malaysia and China have agreed to pursue comprehensive aviation cooperation. This includes strengthening the technical exchange of civil aviation expertise and enhancing aviation logistics collaboration between Kuala Lumpur International Airport and Zhengzhou Xinzheng International Airport. These efforts aim to realise the common vision of a seamless Air Silk Road connecting ASEAN and China.

In furtherance of this strategic initiative, the parties intend to jointly develop the CMAS Industrial Park, situated along the corridor of the CMAS Road and MVV Lands to support and accelerate the envisioned aviation and logistics integration.

3. DETAILS OF MVV 2.0

MVV 2.0 is the new growth corridor spanning approximately 153,411 hectares covering districts of Seremban and Port Dickson, located in the state of Negeri Sembilan. MVV 2.0 has been earmarked to be the extension to the Greater Kuala Lumpur conurbation and is strategically located adjacent to and south of Greater Kuala Lumpur region.

4. INFORMATION ON GOLOG

Golog is a private limited company incorporated in Malaysia and having its business address at No. 26, Jalan Industri Mas 14, Taman Mas, 47100 Puchong, Selangor Darul Ehsan. Golog is in the business of cargo and logistics.

5. RATIONALE FOR THE MOU

The MOU serves as a record of the parties' intentions on the Collaboration and carry out the acquisition and development of the MVV Lands with the strategic objectives as follows:-

5.1 To undertake and establish further cooperation in joint business opportunities in developing the MVV Lands for integrated developments including but not limited to the construction of CMAS Industrial Park.

5.2 To enter further discussion in term of strategy, joint venture opportunities, business model, responsibilities, funding, benefits, and opportunities in development of the MVV Lands to amplify bilateral trade and strengthens supply chain resilience but also establishes Malaysia as a critical logistics hub within the dynamic framework of global trade networks.

5.3 To do research or feasibility study for the development of the MVV Lands and CMAS Industrial Park.

5.4 To establish a joint venture or strategic alliance via a special purpose vehicle (SPV) company for the acquisition and disposal of MVV Lands and/or development of MVV Lands and CMAS Industrial Park.

5.5 To enter into a joint venture agreement / strategic alliance agreement with the Company or a SPV company or any other agreement that applicable and agreed by both parties to declare their respective intentions and to establish a basis of co-operations and collaboration between the parties.

6. SALIENT TERMS OF MOU

The MOU does not constitute or create any legally binding or enforceable obligations, whether express or implied for both parties.

The MOU shall be effective on the date of the MOU and shall expire after a period of six (6) months or any extended period to be mutually agreed by both parties or if terminate, the parties may mutually agreed in writing to terminate the MOU without specifying any reasons whatsoever at least one (1) month prior to the expiry date of the MOU.

7. RISK FACTORS

The execution of the MOU is not expected to expose the Company to any relevant risk at this juncture as the MOU does not create any binding contractual obligations and in the event that the Company, subsequently enters into a definitive agreement, the Company will exercise due diligence in considering the risks and benefits associated with the proposal.

8. FINANCIAL EFFECTS

The MOU is not expected to have any effects on the issued share capital and substantial shareholders' shareholdings of MCHB, as well as the net assets, gearing, earnings and earnings per share of the MCHB and its subsidiaries.

9. INTERESTS OF THE DIRECTORS, MAJOR SHAREHOLDERS, AND/OR PERSONS CONNECTED WITH THEM

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

10. DIRECTORS' STATEMENT

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

11. APPROVALS REQUIRED

The execution of the MOU does not require the approval of shareholders of the Company or any relevant authority.

12. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the MOU will be made available for inspection at the registered office of MCHB at Wisma Matrix, No. 57 Jalan Tun Dr Ismail, 70200 Seremban, Negeri Sembilan, Malaysia, during regular office hours from Monday to Friday (excluding public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 8 October 2025.