

PTT Synergy Group Berhad ("PTT" or "the Company")

Framework Agreement between PTT and China Shandong International Malaysia Sdn. Bhd. ("CSI")

1. INTRODUCTION

The Board of Directors of PTT ("**Board**") wishes to announce that the Company had on 23 September 2025 entered into a Framework Agreement ("**Agreement**") with CSI to formally express their respective intentions and to establish a framework for cooperation and collaboration for the development of approximately two (2) million pallet positions of automated warehousing facilities in Malaysia and appointment of CSI as the Engineering, Procurement, Construction and Commissioning contractor to undertake the complete construction solution for the automated warehouses ("**Purpose**") based on the principles of voluntariness, equality, mutual benefit and good faith, in compliance with applicable laws and regulations and subject to the terms and conditions of the Agreement.

Further details of the Agreement are set out in the ensuing sections of this announcement.

(PTT and CSI are collectively referred to as the "**Parties**" and "**Party**" refers to any one (1) of them, as the context may require)

2. INFORMATION ON CSI

CSI is a company incorporated in Malaysia with its registered office at No. 58-1st Floor, Jalan SS 15/4D, 47500 Subang Jaya, Selangor Darul Ehsan.

CSI is principally engaged in construction of building, roads and railways.

As of the date of this announcement, CSI is a wholly-owned subsidiary of China Shandong International Economic & Technical Cooperation Group Ltd.

The Director of CSI is Zhang TaiLin.

3. SALIENT TERMS OF THE AGREEMENT

3.1 Objective

The Parties agree that it would be in their mutual interest to share their respective range of experiences, capabilities, resources and knowledge and to enter into discussions with a view to signing definitive and binding agreements setting out the obligations of the respective Parties in each and every specific and individual project ("**Definitive Agreement(s)**").

3. SALIENT TERMS OF THE AGREEMENT (CONTINUED)

3.1 Effective Date

The Agreement shall be deemed to have come into force on the date of the Agreement and shall thereafter continue for a term of five (5) years ("**Term**") unless earlier terminated by any of the Parties in accordance with the provisions of the Agreement.

3.2 Areas of Cooperation

- 3.2.1 During the Term, the Parties shall in good faith, discuss and finalise all terms and conditions necessary to carry out the Purpose. In the event the Parties have come to a consensus and agree to proceed with the project, the relevant commercial arrangements shall be recorded by separate Definitive Agreement(s).

3.3 Termination

- 3.3.1 The Agreement shall terminate:-

- (a) on the fifth (5th) year anniversary of the date of the Agreement without reaching an agreement on renewal by Parties; or
- (b) upon either Party's written notice to the other Party at least thirty (30) days in advance; or
- (c) upon one Party's material breach of the terms and conditions of the Agreement, by the other Party in writing.

provided, however, termination of the Agreement in accordance with this clause shall not affect the enforceability of the Definitive Agreement(s) that have been entered into prior to such termination and each Party's rights and obligations. Termination of the Definitive Agreement(s) shall be made in accordance with its provisions.

4. RATIONALE AND PROSPECTS

The Agreement enables PTT to leverage CSI's technical and construction expertise in large-scale infrastructure and industrial development. It also strengthens PTT's position as a leading warehousing and intralogistics solution provider, supporting the Company and its subsidiaries ("**PTT Group**")'s strategy to expand into automated and smart logistics hubs in Malaysia.

5. FINANCIAL EFFECTS

The Agreement is expected to contribute positively to the earnings and net assets of PTT Group in the coming years.

6. RISKS

PTT does not foresee any exceptional risk other than the normal operational risks associated with the Agreement. Nevertheless, PTT will take the necessary steps to mitigate the risks as and when they occur.

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

None of the Directors and/or major shareholders of PTT and/or persons connected with them have any direct or indirect interest in the Agreement.

8. DIRECTORS' STATEMENT

The Board, having considered all aspects of the Agreement, is of the opinion that the execution of the Agreement is in the best interests of PTT Group.

9. APPROVAL REQUIRED

The Agreement is not subject to the approval of the shareholders of PTT and/or any regulatory authority.

This announcement is dated 23 September 2025.