STEEL HAWK BERHAD ("STEEL HAWK" OR THE "COMPANY")
COMPANY REGISTRATION NO.: 202001043293 (1399614-A)

MEMORANDUM OF UNDERSTANDING BETWEEN TECZO SDN. BHD. AND STEEL HAWK DIGITAL SDN. BHD.

1. INTRODUCTION

The Board of Directors of Steel Hawk is pleased to announce that Steel Hawk Digital Sdn. Bhd. ("**SHDGSB**"), a wholly-owned subsidiary of Steel Hawk, has entered into a Memorandum of Understanding ("**MOU**") with TECZO Sdn. Bhd. ("**TECZO**") on 10 March 2026.

SHDGSB and TECZO shall hereinafter be collectively referred as the "**Parties**" and individually as a "**Party**".

The Parties desire to establish a strategic collaboration whereby TECZO shall serve as the principal technology and digital solutions provider, and SHDGSB shall serve as the engineering domain partner and business development agent responsible for promoting, introducing and facilitating TECZO's solutions to end clients and industry stakeholders, as well as developing programmes pursuant thereto ("**Collaboration**").

2. BACKGROUND INFORMATION OF THE PARTIES

2.1 Background Information of SHDGSB

SHDGSB was incorporated under the laws of Malaysia on 6 March 2026 and has its office at, 23-2 & 25-2, Block H, Dataran Prima, Jalan PJU 1/37, 47301 Petaling Jaya Selangor, Malaysia.

SHDGSB specialises in engineering services including, but not limited to, pipeline and infrastructure integrity, inspection, maintenance, and related engineering solutions for the Oil & Gas and Energy sectors.

2.2 Background Information of TECZO

TECZO was incorporated under the laws of Malaysia and has its registered address at Suite 15, 6th Floor, IOI Business Park, Bandar Puchong Jaya, 47170 Puchong Selangor, Malaysia.

TECZO specialises in Information, Communication & Technology (ICT) solutions and services not limited to computer software development, customization & integration, data management, internet of things (IoT) & sensor network application development, industrial extended reality (XR) application development and other related computer software programming application development.

3. PURPOSE AND SCOPE

The purpose of this Collaboration is to formalise a strategic working arrangement between TECZO and SHDGSB, whereby both Parties shall leverage their respective expertise to jointly develop, promote, and deliver integrated digital and engineering solutions to end clients in the Oil & Gas and Energy sectors. The initial focus area of this Collaboration shall be the development and commercialisation of an AI-driven intelligent leak detection monitoring solution, with potential expansion into other digitalisation initiatives as mutually agreed by the Parties.

Under the MOU, TECZO shall provide all necessary technical expertise, digital products, AI capabilities, and implementation support, whilst SHDGSB shall be responsible for promoting TECZO's solutions, introducing TECZO to potential end clients, and leading client interface, field implementation, and engineering domain execution.

The Collaboration aims to create a mutually beneficial partnership that enhances the competitiveness and market reach of both Parties, whilst delivering high-quality integrated engineering and digital solutions to end clients in the Oil & Gas and Energy sectors.

In the event the Parties mutually agree to pursue any specific project or initiative arising from this Collaboration, a separate written agreement shall be entered into to detail the specific scope, deliverables, timelines, commercial terms, and obligations of each Party in respect of that project.

4. DETAILS OF THE MOU

The MOU shall come into effect upon signing by the Parties and remain in force for a period of three (3) years. The Parties may, by a three (3) months' written notice to the other Party prior to the expiry of the MOU, extend the MOU on mutually agreed, terms failing which the MOU shall lapse and shall be of no further effect and neither Party shall have any further claims against the other thereafter.

Without prejudice to the above, the Parties may in the course of implementation of the terms of the MOU, execute a formal Collaboration Agreement or any other such written agreements in respect of any developments and/or expansion to the scope of the Collaboration arising from the MOU.

Either Party may terminate or withdraw from the MOU for any reason whatsoever by providing to the other Party a three (3) months' written notice of its intention to terminate or withdraw from the MOU.

Upon termination of the MoU, neither Party shall be liable to the other for any claims, damages, costs, or expenses of any nature, save for any rights or obligations arising under the confidentiality (Clause 2) and intellectual property (Clause 3) provisions of the MOU, which shall survive such termination.

5. RATIONALE OF THE MOU

The MOU represents an opportunity for Steel Hawk to apply its existing industry and engineering domain knowledge, and to leverage Steel Hawk and its subsidiaries' ("**Group**") expertise in engineering, business development, and client management to support TECZO's digital solutions.

The MOU is expected to strengthen the Group's market presence, enhance its capability to deliver integrated digital and engineering solutions, and provide access to new business opportunities. The MOU is intended to contribute positively to the Group's long-term growth and value creation for its shareholders.

6. FINANCIAL EFFECTS

The MOU is not expected to have any material effect on the net assets and gearing of the Group for the financial year ending 31 December 2026. The MOU will not have any effect on the share capital and shareholding structure of the Company. The MOU does not entail any financial commitment by the Parties. Any commercial terms will be finalised under definitive agreements to be executed at a later stage.

Nevertheless, the Board anticipates that the Collaboration may contribute positively to the Group's future earnings.

7. RISK FACTORS

There is no assurance that the objectives of the MOU will be achieved or that the MOU may not be subject to risks such as termination or the inability of any Party to fulfil its obligations, apart from the risks inherent in the Collaboration. The Board of Directors will endeavour to take all necessary steps to ensure that the terms and conditions of the MOU within the Company's control are fulfilled on a timely basis and will take the necessary measures to mitigate any risks as they arise.

8. APPROVAL REQUIRED

The MOU is not subject to the approval of the shareholders of the Company or any regulatory authorities.

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

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

This announcement is dated 10 March 2026.