

SYSTECH BHD.

[REGISTRATION NO. 201001012883 (897114-T)]

- COLLABORATION AGREEMENT BETWEEN SYSTECH DIGITAL SOLUTIONS SDN. BHD. AND MYX VENTURES SDN. BHD.

1. INTRODUCTION

The Board of Directors of Systech Bhd. (“**the Company**”) wishes to announce that Systech Digital Solutions Sdn. Bhd. [Registration No. 201801022395 (1284414-D)] (“**Systech Digital**”), a wholly owned subsidiary of the Company, had on 23 April 2026 entered into a Collaboration Agreement (“**Agreement**”) with MYX Ventures Sdn. Bhd. [Registration No. 202501051613 (1653021-H)] (“**MYX**”) (collectively referred to as “**Parties**”) for the purpose of strengthening the Parties collaboration in structured innovation, solution integration, and scalable deployment of digital solutions for corporate and public sector clients in Malaysia and selected regional markets (“**Collaboration**”). The Collaboration is intended to strengthen Malaysia’s digital ecosystem, accelerate technology adoption among corporates, and drive both domestic and foreign digital investment into Malaysia.

2. INFORMATION OF THE PARTIES

2.1 MYX

MYX is a company incorporated under the laws of Malaysia and principally involved in web portals, other information service activities, and organisation, promotions and/or management of event.

The Directors and shareholders of MYX are as follows:

<u>Name</u>	<u>Position</u>
Kuan Ying Tung	Director and Shareholder
Eng Guo Miao	Director and Shareholder
Tan Wenjin	Director
Altomate Corporate Services Sdn. Bhd.	Shareholder

3. SALIENT TERMS OF THE AGREEMENT

3.1 Principal scope and responsibilities of Systech Digital:

- (a) act as a preferred System Integration partner for selected MYX-led initiatives;
- (b) provide end-to-end solution architecture, integration design, and implementation services;
- (c) serve as the primary delivery partner to ensure seamless integration of multiple technology solutions into a unified system;
- (d) support deployment across pilot, Proof-of-Concept, Minimum Viable Product (MVP), and full-scale implementation stages;
- (e) provide technical advisory and project management to ensure successful execution and delivery outcomes. The selection of Systech Digital as the SI partner for any initiative shall be based on mutually agreed criteria including technical capability, project requirements, and commercial considerations. MYX shall ensure a transparent and fair evaluation process when assessing Systech Digital’s participation in any project; and
- (f) execute all documents, do all acts and things and take all steps as may be reasonably necessary to give effect to the terms and conditions of the Agreement in pursuance of the Collaboration.

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3.2 Principal scope and responsibilities of MYX:

- (a) source and structure problem statements from corporates, government agencies, and ecosystem partners;
- (b) facilitate discovery of relevant technology solution providers, including Malaysia Digital (“MD”) companies and international technology firms;
- (c) operate the MYX Open Innovation Platform to manage submissions, evaluations, and solution matching;
- (d) curate and shortlist suitable technology providers based on defined requirements, scoring criteria, and use cases; and
- (e) execute all documents, do all acts and things and take all steps as may be reasonably necessary to give effect to the terms and conditions of the Agreement in pursuance of the Collaboration.

3.3 Common scope and responsibilities of the Parties:

- (a) The Parties agree to support the participation and growth of MD companies by:
 - (i) enabling MD companies to contribute specialised solutions within MYX-curated opportunities;
 - (ii) positioning Systech Digital as the integration layer to aggregate and deploy solutions from multiple MD companies;
 - (iii) supporting MD companies in accessing larger enterprise projects through structured collaboration with Systech Digital;
 - (iv) facilitating capability development and exposure for MD companies through real-world implementation projects.
- (b) The Parties will collaborate on joint business development initiatives, including:
 - (i) co-developing and presenting integrated solutions to corporates, Government-Linked Companies, Public Listed Companies, and government agencies;
 - (ii) leveraging MYX’s demand generation and ecosystem reach alongside Systech Digital’s enterprise delivery capabilities;
 - (iii) participating in joint events, showcases, and innovation programmes to promote collaborative offerings; and
 - (iv) exploring regional opportunities leveraging Systech Digital’s international presence and MYX’s ecosystem network.

For each opportunity, the Parties shall mutually agree on the appointment of a lead party, who shall be responsible for overall client engagement, coordination, and submission of proposals. Unless otherwise agreed in writing, MYX shall be responsible for opportunity sourcing and stakeholder engagement, while Systech Digital shall be responsible for solution architecture, technical design, and delivery execution.

3.4 Term

The Collaboration shall take effect from 23 April 2026 and remain in force for two (2) years, unless terminated by either Party with thirty (30) days’ written notice or extended by mutual agreement.

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3.5 Payment Terms and Consideration

The Parties agree that the payment terms and arrangement in relation to the platform shall be further discussed and subject to mutual agreement of the Parties.

3.6 Intellectual Property (“IP”) and Branding

All pre-existing IP remains with the respective Party. Any jointly developed IP will be subject to mutual agreement of the Parties in relation to ownership and terms of usage. Use of logos or branding for joint communications requires prior written consent. All IP owned or licensed by any third party shall remain the sole property of such third party, and nothing in the Agreement shall be construed as granting either Party any rights, title or interest in or to such third-party IP, except to the extent of any limited rights expressly granted in writing by the relevant third party.

3.7 Confidentially

All information shared between the Parties shall remain confidential and used only for the purpose of the Collaboration, save for (i) where disclosure is required by applicable law, regulation or the rules of any relevant stock exchange (including listing requirements), (ii) where disclosure is required to be made to any governmental or regulatory authority in any jurisdiction in which such Party is incorporated in order to comply with any official directive or guideline, whether or not having the force of law; (iii) to its respective professional advisors, on a need-to-know basis, provided that such professional advisors are bound to maintain the confidentiality of the confidential information under terms no less stringent than those contained herein; and (iv) where consent in writing of the disclosing party has been obtained. This obligation survives termination.

3.8 Termination

3.8.1 Upon the occurrence of any of the following events set out below (“**Event of Default**”), the non-defaulting Party may terminate the Agreement immediately by giving notice in writing to the defaulting Party on the occurrence of an Event of Default:

- (a) for any breach or default of the Agreement, and if capable of being remedied is not remedied within ninety (90) days (or such other period as may be agreed by the Parties in writing) after the delivery of notice of such breach to the Party alleged to be in breach, specifying the condition, act, omission or course of conduct which constitutes such breach or default;
- (b) any mortgagee, chargee or encumbrancer takes possession or a receiver is appointed over any part or all of the undertaking or assets of a Party;
- (c) a Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- (d) any distress or execution is levied or enforced in relation to any of the assets of a Party;
- (e) proceedings are commenced or a resolution is passed for the winding up or dissolution of a Party or an order of court is made to wind up a Party or to place it under judicial management or a resolution is passed by the members of a Party for its winding up or liquidation; or
- (f) a Party ceases, or threatens to cease, to carry on business or becomes insolvent or admits in writing its inability to pay its debts when due.

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- 3.8.2 Notwithstanding the above, where all reasonable attempts to resolve any cause of termination have been exhausted, a Party wishing to terminate the Agreement shall provide the other Party with at least one (1) month's written notice of its intention to terminate. Upon expiry of the notice period, the Agreement shall terminate. In such event, the Parties shall ensure that all their existing obligations under the Agreement are timely and duly fulfilled.
- 3.8.3 The termination of the Agreement shall be without prejudice to any rights or liabilities of either Party which has accrued, or which may thereafter accrue in respect of any antecedent breach, and shall not affect in any way the continuance in force of any provision of the Agreement which is expressly or by implication intended to survive termination.

4. RATIONALE FOR ENTERING INTO THE AGREEMENT

The entry into the Agreement forms a basis of commitment by the Parties for the Collaboration and support in initiatives, fostering alignment on the strategy and business needs of the Parties 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.

5. FINANCIAL EFFECTS

5.1. Share Capital

The Agreement will not have any effect on the issued share capital of the Company.

5.2. Substantial shareholders' shareholdings

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

5.3. Net assets per share and gearing

The Agreement will not have any material effect on the net assets per share and gearing of the Company for the financial year ending 31 March 2027.

5.4. Earnings per share

The Agreement is not expected to have any material effect on the earnings per share of the Company for the financial year ending 31 March 2027.

6. INTERESTS OF DIRECTORS AND MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED TO THEM

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

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7. STATEMENT BY DIRECTORS

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

8. APPROVAL REQUIRED

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

9. DOCUMENTS AVAILABLE FOR INSPECTION

The Agreement is available for inspection by the shareholders of the Company at the registered office of the Company at E-10-4, Megan Avenue 1, 189, Jalan Tun Razak, 50400 Kuala Lumpur, W.P. Kuala Lumpur, Malaysia, during the normal business hours from Mondays to Fridays (except for Public Holiday) for a period of three (3) months from the date of this announcement.

This announcement is dated 23 April 2026.