

Company Name: RAMSSOL GROUP BERHAD [“RAMSSOL” OR THE “COMPANY”]
Description: DISTRIBUTORSHIP AGREEMENT BETWEEN RAMS SOLUTIONS SDN. BHD., A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY WITH HEURISTIX DIGITAL TECHNOLOGIES SDN. BHD.

1.0 INTRODUCTION

The Board of Directors of RAMSSOL (“**Board**”) is pleased to announce that Rams Solutions Sdn. Bhd. (“**RAMS**” or “**Distributor**”), a wholly-owned subsidiary of the Company had on 28 February 2024 (“**Effective Date**”) entered into a Distributorship Agreement (“**Agreement**”) with Heuristix Digital Technologies Sdn. Bhd. (“**Disprz**”) for the appointment of RAMS as the distributor to distribute by selecting and appointing resellers who will resell Disprz’s SaaS Platform (“**Products/Services**”) along with Disprz’s offerings as a bundled offering within Malaysia, Indonesia, Singapore and Thailand (“**Territory**”) subject to the terms and conditions as stipulated in the Agreement.

RAMS and Disprz shall, hereinafter be collectively referred to as the “Parties” or individually as the “Party” as the case may be.

2.0 INFORMATION ON THE PARTIES

2.1 Information on RAMS

RAMS was incorporated on 10 August 2010 under the Companies Act, 1965 as a private limited company and became a wholly-owned subsidiary of RAMSSOL on 17 May 2021. RAMS is principally engaged in the business of software development and advisory. RAMS is also an approved HRD Corp Training Provider, involved in the provision of human resource technology solution services.

As at 28 February 2024, being the latest practicable date prior to this announcement (“**LPD**”), the total issued share capital of RAMS is RM500,001 comprising 500,001 ordinary shares. As at the LPD, the directors of RAMS are Datuk Seri Tan Chee Seng and Mr. Liew Yu Hoe.

2.2. Information of Disprz

Disprz was incorporated on 3 November 2020 under the Companies Act, 2016 as a private limited company. Disprz is principally engaged in Information Technology (“IT”) related businesses which are software/system development and maintenance including data entry data processing and hardware/software leasing and renting.

3.0 DETAILS OF THE AGREEMENT

RAMS will be appointed as the Distributor who will distribute by selecting and appointing resellers to resell to their existing and prospective customers (“**Clients**”) the Products/Services of Disprz along with Disprz’s offerings as a bundled offering and RAMS shall bill the Clients directly and will pay to Disprz a fixed transfer price on a recurring basis (“**Base Consideration**”) during the tenure of the contract with such Clients.

3.1 Salient Terms of the Agreement

The salient terms of the Agreement are, amongst others, as set out below:

3.1.1 Grant

Disprz agrees and grants to and RAMS accepts the grant of, limited, territorial, sub-licensable to the extent applicable and agreed by the Parties, non-transferrable, revocable license to distribute, access, market, resell, display the Products/Services.

3.1.2 Intellectual Property Rights

Each Party shall retain all its right, title and interest (including all copyrights, patents, service marks, trademarks and other intellectual property rights) ("IPRs"). Neither party shall acquire any interest in the other party's IPRs or any other services or materials, or any copies or portions thereof, provided by such party pursuant to the Agreement.

RAMS may not, directly or through any person or entity, in any form or manner, copy, distribute, reproduce, incorporate, use or allow access to the Products/Services or modify, prepare derivative works of, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or object code from the Products/Services under the Agreement.

3.1.3 Trade Names

RAMS shall present and promote the sale of the Products/Services fairly and RAMS may use Disprz's products names in its advertising and promotional media provided that:-

- (i) RAMS indicates in all such media that such names are trademarks of Disprz; and
- (ii) RAMS submits all such media to Disprz for prior approval and complies with the branding guidelines of Disprz.

RAMS shall cease all use of Products/ Services' names and the trademarks of Disprz upon termination of the Agreement for any reason.

3.1.4 Terms and Termination of the Agreement

The Agreement shall come into force from the Effective Date and shall remain valid unless terminated by either party:-

- (i) by giving the other party a sixty (60) days prior written notice without assigning any reasons;
- (ii) by giving the other party a thirty (30) days written notice in case of any breach by the other Party if such breach is not cured within such thirty (30) days; or
- (iii) immediately upon occurrence of
 - (a) insolvency, bankruptcy or winding up of either party; or
 - (b) incurable violation of applicable laws by the other party.

Notwithstanding the termination and expiry of the Agreement, the payment obligations of the Distributor in respect of the respective Base Consideration shall continue to be applicable and survive such termination and/or expiry, provided Disprz shall continue to provide the access to its Products/Services to Clients notwithstanding the expiry and termination of the Agreement as long as the agreement between Clients and RAMS is active and valid for the access and use of the Products/Services by the Clients.

4.0 RATIONALE AND PROSPECTS OF THE AGREEMENT

The Agreement is in line with the Company's strategy and continuous effort to expand its education technology business and expected to provide additional revenue stream and enhance the earnings base of the Company and its subsidiaries ("Group"), which in turn is expected to improve the Group's financial performance and the shareholders' value.

5.0 RISK FACTOR

Save for the normal operational risk associated with the Agreement, which RAMSSOL would take appropriate measures to mitigate, RAMSSOL does not expect any material risk arising from the Agreement.

6.0 EFFECTS OF THE AGREEMENT

The Agreement is not expected to have any material effect on the earnings per ordinary share of RAMSSOL ("**Share(s)**"), net assets per Share, gearing of the Group as well as the share capital and substantial shareholders' shareholdings of RAMSSOL for the financial year ending 31 December 2024 but is expected to contribute positively to the earnings of the Group during the tenure of the Agreement.

7.0 INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS, CHIEF EXECUTIVE AND/OR PERSONS CONNECTED TO THEM

None of the directors, major shareholders, chief executive and/or persons connected to them has any interest, either directly or indirectly in the Agreement.

8.0 STATEMENT BY THE BOARD

The Board is of the opinion that the Agreement is in the best interest of the Group after considering, amongst others, the potential financial contribution to the earnings of the Group.

9.0 APPROVAL REQUIRED

The Agreement is not subject to the approval of any regulatory authority or the shareholders of RAMSSOL.

10.0 DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the Agreement is available for inspection at the registered office of the Company located at Level 13, Menara 1 Sentrum, 201, Jalan Tun Sambanthan, Brickfields 50470 Kuala Lumpur Wilayah Persekutuan KL during normal business hours on Mondays to Fridays (except Saturdays, Sundays and Public Holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 29 February 2024.