

Company Name: RAMSSOL GROUP BERHAD [“RAMSSOL” OR THE “COMPANY”]
Description: PARTNERSHIP AGREEMENT WITH SYNLAN TECHNOLOGY PTE. LTD.

1.0 INTRODUCTION

RAMSSOL Group Berhad (“**RAMSSOL**”) had on 30 May 2025 entered into a Partnership Agreement (“**Agreement**”) with Synlan Technology Pte. Ltd. (“**Synlan**”) for the appointment of RAMSSOL as a distributor, reseller to resell, market and support (collectively known as “**Resell**”) those of Synlan’s Artificial Intelligence (“**AI**”) software products through iFLYTEK Open Platform (“**Products**”) in Asia (“**Territory**”), subject to the terms and conditions as stipulated in the Agreement.

RAMSSOL and Synlan shall, hereinafter be collectively referred to as the “**Parties**” or individually the “**Party**” as the case may be.

2.0 INFORMATION ON THE PARTIES

2.1 Information on RAMSSOL

RAMSSOL was incorporated on 10 January 2019 under the Companies Act, 2016 as a private limited company and converted into a public limited company on 22 September 2020. RAMSSOL was thereafter, listed on the ACE Market of Bursa Malaysia Securities Berhad on 13 July 2021. RAMSSOL is principally engaged in the business of Investment Holdings.

As at 30 May 2025, being the latest practicable date prior to this announcement (“**LPD**”), the total issued share capital of RAMSSOL is RM90,305,222.39 comprising 375,567,842 ordinary shares.

As at the LPD, the directors of RAMSSOL are Dato’ Abdul Harith bin Abdullah, Mr. Tan Chee Seng, Mr. Liew Yu Hoe, Mr. Sim Seng Loong @ Tai Seng, Mr. Goh Keng Tat and Puan Khadijah Binti Iskandar.

2.2 Information on Synlan

Synlan, was incorporated on 27 October 2020 in Singapore and wholly-owned by AI Deepting SG Pte. Ltd.

Synlan principally focuses on the development of large model application capabilities, AI capacity licensing (including multilingual speech recognition, synthesis, and machine translation), software development, and sales of integrated software and hardware solutions.

As at LPD, the director of Synlan is Zhou Chuanfu.

3.0 DETAILS OF THE AGREEMENT

The Parties desire to collaborate to market, promote and increase the demand and sale of the Products to persons, corporations or any other entity in the Territory.

3.1 Salient Terms of the Agreement

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

3.1.1 Obligations of RAMSSOL

- (i) To comply with any and all license terms set forth therein.
- (ii) To manage all individual or entity authorised directly or indirectly to use the Products or to whom the Products are being Resold under the Agreement (“**Customer**”) support enquiries and to ensure that Customers log any support request by any form of communication managed by RAMSSOL (“**Support Platform**”) and shared with Synlan within the framework under the Agreement, which shall allow Synlan to have insights over RAMSSOL’s interactions with Customers as recorded therein and to comply with any license terms contained therein.
- (iii) To develop and maintain effective ongoing communication with each Customer.
- (iv) To maintain an adequate sales organisation to procure sales, to actively promote and create a demand for the Products and to assure adequate advisory, installation and support services.
- (v) In all instances where RAMSSOL is representing Synlan for promoting and/or selling Products or providing services, including but not limited to technical support and installation of Products, RAMSSOL shall use Designated Partner Personnel as defined below and follow professional standards in accordance with industry practices.
- (vi) To act in furtherance of the best interest of Synlan and at no time do, cause or permit to be done, published or said any information, act, or things from whatever source, which is or may be detrimental to the best interest and/or business reputation of the Company.
- (vii) To advise Synlan quarterly and as reasonably requested by Synlan of substantial progress with respect to sales efforts and results, agreements which are being negotiated or have been executed, price proposals issued etc) and details of the prospective customers and projects and of any requirements for sales support.
- (viii) To notify Synlan whenever there are changes in the territorial market which affects or might affect Products sales and of any order or inquiry for any Product outside the Territory.
- (ix) To provide Synlan with any feedback and information provided by Customers at regular intervals.
- (x) To ensure that each Customer enters into End User License Agreement (“**EULA**”) in a manner that is legally binding upon the Customer.
- (xi) To refrain from giving Customers any assurance with respect to the Products’ qualities, technical capabilities, warranty conditions or otherwise, which exceed the terms and conditions stated on the technical specification documentation provided by Synlan for distribution to Customers applicable to each Product and the applicable warranty if any.
- (xii) Not to, directly or through any person or entity, in any form or manner (i) access the Product for purposes of monitoring its availability, performance or functionality, or for any benchmarking or competitive purposes, (ii) copy, distribute, reproduce, incorporate, use or allow access to the Product, (iii) modify, prepare derivative work of, decompile, reverse engineer, disassemble or otherwise attempt to derive source code or object code from the Product, (iv) remove, deface, obscure, or otherwise modify any copy right or other proprietary notices included on or in the Product, and/or (v) work around, avoid or disable any technical limitations in the Product, or use any tool to enable features or functionalities that are otherwise disabled in the Product. RAMSSOL shall promptly notify Synlan of any actual or suspected violation of the terms in the Agreement and of any actual or suspected infringement or unauthorised use of the Product(s) that RAMSSOL becomes aware of and shall assist Synlan in its efforts to remedy, prevent or prosecute such infringement or unauthorised use.

- (xiii) Not to (at any time during or after termination of the Agreement) adopt, register or use in any manner whatsoever, without Synlan's prior express written consent, any trademark, service mark, trade name or domain name, which in any way imitates, resembles, dilutes or is similar to any of the Synlan's name or trademarks, service marks or trade names owned by Synlan or its affiliates, and which may be associated with the Products ("**Trademarks**").
- (xiv) To provide Customers with the support services as defined in the Agreement and as further defined in Synlan's standard Service Level Agreement
- (xv) To ensure the Products are activated within no longer than thirty (30) days of the date of the purchase order.
- (xvi) Within thirty (30) days following the Effective date, and forty-five (45) days prior to the end of each term year, to provide Synlan with a written report that sets out the sales forecast, strategic initiatives and other opportunities and goals for the following year with respect to the Products, and to provide Synlan with any information reasonably requests.
- (xvii) To designate and maintain at all times during the Term at least two (2) of its employees as the Product owners that will specialize and obtain sufficient expertise to sell, promote and/or provide support with respect to Synlan's products ("**Designated Partner Personnel**").
- (xviii) To have the Designated Partner Personnel undergo training as specified by Synlan and to obtain Synlan's certification accordingly and to renew such certification on the dates to be specified by Synlan. RAMSSOL's entitlement to the Certification course shall be in accordance with Synlan's Partnership Program.
- (xix) To notify Synlan as early as possible before scheduling each proof of concept and/or pilot trials for the evaluation of the Products, and Synlan shall provide support and assistance with the performance of such.

3.1.2 Synlan's Obligations

- (i) To supply RAMSSOL with such aids, marketing materials and technical assistance, as Synlan deems necessary for RAMSSOL to pursue Product sales, post sales and maintenance supports.
- (ii) To provide pre-sales support, sales training & materials and training on the operation and support of the Products. In addition, at reasonable intervals, Synlan shall provide such other assistance and materials as may be necessary to increase the competency of RAMSSOL's staff with regards to the Products and Synlan's technology.

3.1.3 License Term

If a purchase order does not include a License Term, the start date of the License Term shall be considered to be the earlier of (a) the date that applicable to Products are activated in accordance with Synlan's licensing system, or (b) the date which is thirty (30) days of the date of the Purchase Order.

The License Term shall commence on the date of signature by both Parties and remain valid for one (1) year, renewable annually upon mutual agreement.

3.1.4 Term and Termination

The Agreement shall become effective upon signature by both Parties as of the date of Agreement ("**Effective Date**") and remain in effect for a period of twelve (12) months ("**Term**"). The Agreement will be automatically renewed for additional periods of twelve (12) months unless either Party notifies the other Party in writing of its intention not to renew no less than thirty (30) days prior to the anniversary of the Effective Date. Either Party may terminate the Agreement at any time within thirty (30) days' prior written notice.

4.0 RATIONALE AND PROSPECTS OF THE AGREEMENT

The Agreement are in line with the Company's strategy and continuous effort to expand its AITech capabilities and to reinforces their commitment to enabling access to advanced AI solutions across Asia 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 FACTORS

Save for the normal operational risk associated with the Agreement, which the Group 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 are 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 2025 but is expected to contribute positively to the earnings of the Group during the Term.

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 are in the best interest of the Group after considering, amongst others, the rationale and prospects as set out in Section 4 of this announcement and the potential financial contribution to the earnings of the Group.

9.0 APPROVALS 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 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 3 June 2025.