

**Type**            **GENERAL ANNOUNCEMENT**

**Subject**       **OTHERS**

**Description** **AGMO HOLDINGS BERHAD ("AGMO" OR THE "COMPANY")**

- **JOINT VENTURE CUM SHAREHOLDER'S AGREEMENT ENTERED BETWEEN AGMO CAPITAL SDN. BHD., A WHOLLY-OWNED SUBSIDIARY OF AGMO AND THETA TECHNOLOGIES SDN. BHD.**

## **1. Introduction**

The Board of Directors of AGMO ("**the Board**") wishes to announce that Agmo Capital Sdn. Bhd. ("**Agmo Capital**"), a wholly-owned subsidiary of the Company, had on 19 June 2025 entered into a Joint Venture cum Shareholders' Agreement ("**Agreement**") with Theta Technologies Sdn. Bhd. ("**TTSB**"), a wholly-owned subsidiary of Theta Edge Berhad ("**THB**"), to govern and regulate their relationship, rights and obligation with respect to certain arrangements as well as their participation as shareholders of the Joint Venture Company ("**JVCo**"), upon the terms and conditions set out in the Agreement ("**Collaboration**").

(Agmo Capital and TTSB are collectively referred to as the "**Parties**" or "**Shareholders**", and individually as the "**Party**").

## **2. Information on the Parties**

### **2.1 Agmo Capital**

Agmo Capital was incorporated on 5 January 2017 as a private company limited by shares and having its registered address at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur. The principal activity of Agmo Capital is investment holding.

The Directors of Agmo Capital are Tan Aik Keong and Low Kang Wen, who are also the directors and substantial shareholders of AGMO.

### **2.2 TTSB**

TTSB was incorporated on 25 May 1984 as a private company limited by shares and having its registered address at Lot 11B, Jalan 223, Seksyen 51A, 46100 Petaling Jaya, Selangor. The principal activity of TTSB is investment holding, sales and maintenance of computers and telecommunication equipment, peripherals and related services.

The Directors of TTSB are Latifah binti M. Daud and Razina binti Abd Rashid. Latifah binti M. Daud is also a director of its holding company, THB, a company listed on the Main Market of Bursa Malaysia Securities Berhad.

### **3. Salient Terms of the Agreement**

#### **3.1 Business of the JVCo**

The Parties shall collaborate with each other via the participation as shareholders of the JVCo to develop, promote, and market transformative artificial intelligence ("AI") solutions, blockchain solutions, data analytics, augmented reality ("AR") & virtual reality ("VR"), Environmental, Social and Governance ("ESG") solutions and any other emerging technology by leveraging the strength of respective Party as to market and offer selected products made available by Agmo Capital from time to time ("**AGMO's Products**") to the government of Malaysia via its relevant ministries and/or agencies and/or statutory body or any organisational entities and/or any persons approached by the JVCo ("**Client**") ("**Business**").

#### **3.2 TTSB's Obligations**

TTSB shall be responsible to undertake the following in respect of the JVCo:

- (i) Lead go-to-market ("GTM") strategies and execution for public sector accounts, including local councils, government agencies, and entities under Lembaga Tabung Haji (LTH);
- (ii) Secure partnerships, tenders, and contracts within the public sector;
- (iii) Drive market penetration and revenue generation in government-linked sectors;
- (iv) Oversee end-to-end project delivery, ensuring timelines, budgets, and quality standards are met;
- (v) Implement quality assurance (QA) frameworks to maintain product/service excellence and compliance with public sector requirements;
- (vi) Exercise majority oversight in key strategic decisions (e.g., budgeting, risk management, scaling);
- (vii) Represent JVCo in high-level negotiations with public stakeholders; and
- (viii) Dedicate personnel, expertise, and financial resources to support JVCo's operational and strategic goals.

#### **3.3 Agmo Capital's Obligations**

Agmo Capital shall be responsible to undertake the following in respect of the JVCo:

- (i) Grant JVCo the access to its ready-to-market (RTM) products solely for the purpose of integration, white-labeling, and commercialisation under JVCo's brand;
- (ii) Grant JVCo rights to modify, adapt, and scale Agmo Capital's existing solutions (e.g., blockchain platforms, AI tools) to meet client needs;
- (iii) Lead research and development initiatives to keep JVCo at the forefront of Artificial Intelligence, blockchain, Augmented Reality/Virtual Reality, ESG, and other emerging tech solutions;
- (iv) Collaborate with TTSB to align product development with market demands and emerging technologies;

- (v) Share insights, prototypes, and proofs-of-concept to accelerate JVCo's innovation pipeline;
- (vi) Assist in private-sector GTM efforts by leveraging Agmo Capital's existing networks, customer base, and marketing channels;
- (vii) Provide training and technical documentation to support JVCo's sales teams;
- (viii) Allocate developers, engineers, and subject-matter experts to JVCo for product development and client implementation;
- (ix) Assess and conduct an impact analysis in the event of any proposed or anticipated changes to AGMO's Products developed, manufactured, used or distributed by the JVCo; and
- (x) Develop and craft the business continuity mitigation plan for the JVCo to mitigate the business operation interrupted by the discontinuing or variations to AGMO's Products.

### **3.4 Shareholders' Obligations**

Shareholders shall be jointly responsible to undertake the following in respect of the JVCo:

- (i) Collaborate on board-level decisions, budget approvals, and long-term strategic planning;
- (ii) Regularly review JVCo's performance and adjust roles/responsibilities based on evolving business needs;
- (iii) To secure financing and/or resources for the purpose of the Business and any projects related to the Business ("**Projects**");
- (iv) Proportionally fund JVCo's operations based on equity stakes as per the financial arrangement stipulated in the Agreement, unless otherwise agreed;
- (v) Ensure transparency in financial reporting and profit distribution;
- (vi) To undertake the Projects in accordance with the terms and conditions of the client's contract and requirements;
- (vii) Jointly address legal, cybersecurity, and ESG compliance risks associated with product deployments;
- (viii) Where required, to take all necessary actions for the registration of all intellectual property rights as stipulated in the Agreement, in the products developed to and for the benefit of the JVCo;
- (ix) Jointly define JVCo's branding, marketing collateral, and value proposition for target markets;
- (x) Co-develop pricing models, licensing agreements, and revenue-sharing mechanisms;
- (xi) To promote and market the JVCo and AGMO's Products;
- (xii) To conduct networking and marketing to identify the Projects;
- (xiii) To develop products based on the advanced and/or emerging technologies; and
- (xiv) Resolve disagreements through structured mediation, prioritising JVCo's sustainability and stakeholder interests.

### **3.5 Equity Participation in JVCo**

The JVCo shall be incorporated with an initial issued share capital of RM1,000.00, comprising 1,000 ordinary shares of RM1.00 each, which are subscribed by the Shareholders free from encumbrances, in the following proportion:

<b>Shareholders</b>	<b>No. of ordinary shares subscribed</b>	<b>Subscription price (RM)</b>	<b>%</b>
TTSB	510	510.00	51.0
Agmo Capital	490	490.00	49.0
<b>Total</b>	<b>1,000</b>	<b>1,000.00</b>	<b>100.0</b>

### **3.6 Board of Directors of JVCo**

The Board of Directors of JVCo shall comprise up to three (3) Directors of whom:

- (a) TTSB shall be entitled to appoint up to two (2) Directors; and
- (b) Agmo Capital shall be entitled to appoint up to one (1) Director.

## **4. Rationale for the Collaboration**

The Collaboration is consistent with AGMO's plans to expand its offerings to clients through seeking strategic alliances and partners for synergistic benefits.

## **5. Financial Effects of the Collaboration**

The Collaboration is not expected to have any material effect on the earnings per share, net assets per share, gearing, share capital and substantial shareholders' shareholdings of the Company for the financial year ending 31 March 2026.

Barring any unforeseen circumstances, the Collaboration is expected to contribute positively to AGMO's consolidated earnings per share and net assets per share in the future.

## **6. Risk Factors**

AGMO does not foresee any exceptional risk other than the normal operational risks associated with collaborations with strategic partners. The Board believes that the experience and expertise of its management team will enable the Company to mitigate these risks effectively.

## **7. Interests of the Directors, Major Shareholders, Chief Executive and Persons connected with them**

None of the directors and/or major shareholders, chief executive and/or persons connected with them have any interest, direct or indirect, in the Collaboration.

**8. Statement by Directors**

The Board, having reviewed and considered the terms and conditions of the Agreement, is of the opinion that the Collaboration is in the best interests of the Company.

**9. Approvals Required**

The Collaboration does not require the approval of the shareholders of the Company and any relevant government authorities.

**10. Expected Time Frame for Completion**

Barring any unforeseen circumstances, the initial shares' issuance and subscription exercise for the JVCo is expected to be completed within ninety (90) days from the date of this Announcement.

**11. Document Available for Inspection**

The Agreement is available for inspection at B-21-1, Level 21, Tower B, Northpoint Mid Valley City, No. 1, Medan Syed Putra Utara, 59200 Kuala Lumpur, W.P. Kuala Lumpur between 9.00 a.m. and 5.00 p.m. from Mondays to Fridays (except on public holidays) for a period of 3 months from the date of this announcement.

This announcement is dated 19 June 2025.