

# **SUPPLEMENTAL AGREEMENT ENTERED BETWEEN THE COMPANY AND ZETRIX AI BERHAD (FORMERLY KNOWN AS MY E.G. SERVICES BERHAD)**

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## **1. INTRODUCTION**

Reference is made to the announcements dated 16 April 2024.

The Board of Directors of HeiTech Padu Berhad (“**HeiTech**” or “the **Company**”) wishes to announce that the Company had on 4 August 2025 entered into a Supplemental Agreement (“**the Supplemental Agreement**”) to the Teaming Agreement dated 15 April 2024 (“**Principal Agreement**”) with Zetrix AI Berhad (formerly known as MY E.G. Services Berhad) (“**Zetrix**”) to further define the role and expertise of the parties in relation to the Information Technology industry in Malaysia subject to and upon the terms and conditions of the Supplemental Agreement.

Zetrix and the Company shall be collectively referred to as “**Parties**” and individually as the “**Party**”

## **2. DETAILS OF THE SUPPLEMENTAL AGREEMENT**

Details of the Supplemental Agreement are as follows:-

### **“1A. OBLIGATIONS AND ROLES OF THE PARTIES**

*The Parties agree that each of them shall be responsible for the following:*

- a) Zetrix shall provide its expertise in the front-end solution in relation to the Information Technology industry in Malaysia, the Identified Projects and for the purpose of their collaboration as set out in this Agreement;*
- b) HeiTech shall provide its expertise in the back-end solution in relation to the Information Technology industry in Malaysia, the Identified Projects and for the purpose of their collaboration as set out in this Agreement; and*
- c) any similar project to be awarded to either Party will be defined in such manner where the front-end module will be provided by Zetrix while the back-end module will be provided by HeiTech.*

*For avoidance of doubt, the obligations and roles of the Parties as set out in this Clause 1A shall only be applicable to Identified Projects (as hereinafter defined). The cost and revenue from the implementation and performance of the respective obligation and role will be borne and earned by the respective Party.*

*For the purpose of this Clause, Identified Projects shall mean projects which have been identified by the Parties and agreeable to HeiTech to collaborate with Zetrix.”*

## **3. RISK FACTORS**

The Company will take the necessary steps to ensure that the terms and conditions of the Supplemental Agreement which are within the control of the Company are met on a timely basis and will take the necessary steps to mitigate the risks as and when it arises.

#### **4. FINANCIAL EFFECTS OF THE AGREEMENT**

##### **4.1 Share Capital and substantial shareholders' shareholdings**

The Supplemental Agreement is not expected to have any material effect on the issued share capital of the Company and substantial shareholders' shareholding in the Company.

##### **4.2 Net Asset ("NA") Per Share, Earning Per Share ("EPS") and Gearing**

The Supplemental Agreement will not have any material effect on the earnings per share, net asset per share as well as gearing for the financial year ending 31 December 2025.

The Supplemental Agreement is expected to contribute positively to the Company's future earnings when the execution has fully materialised.

#### **5. APPROVALS REQUIRED**

The Supplemental Agreement is not subject to the approval of shareholders and any other relevant authorities and is not conditional upon any other corporate exercise undertaken by the Company.

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

Save as disclosed below, none of the Directors and major shareholders of HeiTech and/ or persons connected to them have any interest, direct or indirect in the Supplemental Agreement:-

- a.) Datuk Mohd Jimmy Wong Bin Abdullah, Non-Independent Non-Executive Director of HeiTech and Director and Shareholder of Zetrix.
- b.) Wong Thean Soon, a Major Shareholder of HeiTech, deemed interest by virtue of his substantial shareholdings held in Zetrix, the holding company of MY E.G. Capital Sdn Bhd, pursuant to Section 8(4) of the Companies Act 2016

Datuk Mohd Jimmy Wong Bin Abdullah who is the Interested Director, has abstained and will continue to abstain from all deliberations and voting on the Agreement at the relevant Board meetings of HeiTech.

#### **7. DIRECTORS' STATEMENT**

The Board (save for the Interested Director who have abstained from all deliberations and voting on the Supplemental Agreement), having reviewed and considered the terms and conditions of the Supplemental Agreement, is of the opinion that the Agreement is in the best interests of the Company and the terms and conditions of the Supplemental Agreement are fair, reasonable and on terms that are not detrimental to the interest of the minority shareholders of the Company.

#### **8. DOCUMENT FOR INSPECTION**

A copy of the Supplemental Agreement is available for inspection during normal business hours from 8.30 am to 5.30 pm from Monday to Friday (excluding public holidays) at the registered office of the Company at Level 15, Menara Insignia, Persiaran Kewajipan, USJ 1, UEP Subang Jaya, 47600 Selangor Darul Ehsan, for a period of 3 months from the date of this announcement.

**This announcement is dated 4<sup>th</sup> August 2025**