

## **PERTAMA DIGITAL BERHAD (“PERTAMA” OR “COMPANY”)**

### **MEMORANDUM OF UNDERSTANDING BETWEEN PERTAMA DIGITAL BERHAD AND INFOBIP ASIA PACIFIC SDN BHD**

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#### **1. INTRODUCTION**

The Board of Directors of Pertama wishes to announce that the Company has on 12 March 2025 entered into a Memorandum of Understanding (“**MOU**”) with Infobip Asia Pacific Sdn Bhd (“**Infobip**”) for the intentions of establish a basis to enter into a commercial collaboration to secure projects and/or partnership with the relevant government agencies (“**Proposed Collaboration**”).

The MOU contemplates the Proposed Collaboration between the Company and Infobip which they have jointly agreed to negotiate in good faith with their aim of formalising and entering into definitive agreements.

(Pertama and Infobip, shall collectively be referred to as the “**Parties**”)

#### **2. INFORMATION OF INFOBIP**

Infobip is a private company limited by shares incorporated in Malaysia, at 09-01 Menara K1, No.1 Lorong 3/137C, Off Jalan Kelang Lama, 58000 Kuala Lumpur, Wilayah Persekutuan, Malaysia, with principally engage in providing international messaging, voice services and related solutions thereto.

#### **3. SALIENT TERMS OF THE MOU**

The salient terms of the MOU are summarised as follows:

- (i) The MOU shall remain in force for a period of twelve (12) months from the date of the MOU or until the signing of a definitive agreement in relation to the collaboration, whichever is the earlier (“**Term**”) regardless of the diverse dates the Parties may have signed this MOU. Either Party may terminate the MOU without assigning any reason thereto by giving thirty (30) days’ prior written notice to the other Party.
- (ii) As may be mutually agreed in writing by the Parties:
  - (a) the MOU shall automatically cease and determine;
  - (b) all obligations and liabilities of the Parties under the MOU shall cease to have effect; and
  - (c) No Party shall have any claim against the other Party in relation to the MOU.

#### **4. RATIONALE**

The Proposed Collaboration sets forth clear, ambitious objectives for the Company and Infobip to promote and strengthen cooperation between the Parties and jointly develop business prospects based on equality and mutual benefit.

#### **5. FINANCIAL EFFECTS**

The MOU is not expected to have any immediate 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 December 2025.

#### **6. RISK FACTORS**

The risk factors involved in the MOU at this juncture is expected to be minimal and, in the event the Company enters into a definitive agreement with Infobip, the Board of Directors and the management of the Company will exercise due care in considering the associated risks and benefits.

#### **7. INTEREST OF DIRECTORS, MAJOR SHAREHOLDERS AND PERSONS CONNECTED**

None of the Directors and/or major shareholders of the Company and/or persons connected with them has any direct or indirect interest in the MOU.

#### **8. APPROVALS REQUIRED**

The Proposed Collaboration does not require the approval of the Shareholders of Pertama.

#### **9. DOCUMENT AVAILABLE FOR INSPECTION**

A copy of the MOU is available for inspection during normal office hours at the registered office of Pertama at Unit 11.07, Amcorp Tower, Amcorp Trade Centre, 18, Jalan Persiaran Barat, 46050 Petaling Jaya, Selangor, Malaysia, from Mondays to Fridays (except public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 12 March 2025.