

# **TECHNODEX BHD. ("TDEX" OR "THE COMPANY")**

## **JOINT VENTURE AGREEMENT BETWEEN TDEX AND NORDIC APIARY HOLDING AB**

### **1. INTRODUCTION**

The Board of Directors of TDEX ("Board") wishes to announce that the Company had on 6 May 2022 entered into a Joint Venture Agreement ("JV Agreement") with Nordic Apiary Holding AB ("Nordic Apiary") to jointly set up a Malaysia-Nordic-South East Asian Value-Added-Distributor (VAD) in Malaysia ("Proposed Joint Venture").

TDEX and Nordic Apiary are collectively referred to as "Parties" and individually referred to as "Party".

### **2. INFORMATION ON TDEX**

TDEX is a public limited company incorporated in Malaysia on 10 September 2003 and listed on the ACE Market of Bursa Malaysia Securities Berhad on 23 August 2006.

TDEX's principal activities are investment holding, provision of information technology products and related services, and carrying out relevant research and development activities.

The directors of TDEX are YTM Dato' Seri DiRaja Tan Sri Tengku Abdul Hamid Thani Ibni Almarhum Sultan Badlishah, Peh Lian Hwa, Tan Sze Chong, Heng Ling Jy, Tan Boon Wooi, Steven Wong Chin Fung, Datuk Abd Hamid Bin Abu Bakar and Saifulrizam Bin Zainal.

### **3. INFORMATION ON NORDIC APIARY**

Nordic Apiary is a private limited company incorporated in Sweden with its office at TRASTSTIGEN 134 A Ort 182 70 Stocksund, Stockholms län, Sweden.

Nordic Apiary specializes in scaling business-to-business (B2B) sales of enterprise technology in digital and green innovation, from the Northern Europe to global enterprise customers in growth markets to drive business growth and company valuation.

The directors of Nordic Apiary are Kristoffer Lundegren, Juan Carlos Mauritz, Per Edström and Boye Hartman.

### **4. SALIENT TERMS OF THE JV AGREEMENT**

#### **4.1 PURPOSE AND SCOPE OF THE JV AGREEMENT**

The purposes of the JV Agreement are to:

- (a) set up a joint venture entity in Malaysia ("JV Entity") to be the shared vehicle between the Parties where distribution rights and revenues are administrated.
- (b) provide a framework for the upcoming business projects.

- (c) agree on the terms and conditions for the distribution and reselling activities between the Parties and enable distribution (reselling) and marketing activities regarding software services (“Services”) by TDEX and its third-party partners to TDEX’s and/or the third-party partners’ end customers in Malaysia.
- (d) agree on the terms and conditions for the revenue share between the Parties.

#### **4.2 CONTRIBUTIONS OF THE PARTIES**

TDEX shall market the Services and resell Services in the Malaysia whereas Nordic Apiary shall market the joint venture Services and recruit and contract suitable European Services and technology companies in the Nordics. The general work areas to be carried by the Parties are as follows:-

- (a) Malaysian Customer Relations and Innovation Demand
  - Development and research on relations with and understanding of the Malaysia end-customer base to match the Malaysian customer demands with European innovation supply
- (b) European Enrollment of Innovation
  - Marketing, recruitment, negotiation, and liaison with the European innovation supply to secure pipeline of European innovation for sales in Malaysia
- (c) Malaysian Sales of Innovation
  - Marketing, sales and partner channeling, sales and delivery

#### **4.3 JOINT VENTURE ENTITY IN MALAYSIA**

The following principles shall constitute the objectives and conduct between the Parties in the establishment of the JV Entity:

- (a) The JV Entity shall act as an administrative vehicle in where license agreements are signed and where revenue and share of profit is administered. Expenses related to the development of joint business shall be covered outside of the JV Entity and separately by the Parties, as per the JV Agreement.
- (b) Equity, profit, expenses and third parties commission on shared revenue from license shall be shared equally between the Parties.

#### **5. SOURCE OF FUNDS**

TDEX will fund its investment in the JV Company through its internally generated funds.

#### **6. RATIONALE**

The Proposed Joint Venture is in line with TDEX and its subsidiaries’ (“Group”) strategic plan to collaborate with prospective partner to venture into innovation technologies and broaden our services in the South East Asia region. The Proposed Joint Venture is expected to benefit the Group.

## **7. RISK FACTORS**

The Proposed Joint Venture is subject to the terms and conditions of the JV Agreement. There is no assurance that the Proposed Joint Venture will not be exposed to risks such as termination of the JV Agreement and the economic risk, operational risk and inherent business risk factors associated with software and technology industry.

## **8. FINANCIAL EFFECTS**

The Proposed Joint Venture has no material effect on the issued share capital and substantial shareholders' shareholdings of the Company.

The Proposed Joint Venture is also not expected to have any material effect on the earnings per share, gearing and net assets of the Company for the financial year ending 30 June 2022.

## **9. ESTIMATED TIMEFRAME FOR COMPLETION OF THE PROPOSED JOINT VENTURE**

The Proposed Joint Venture is expected to be completed by third quarter of year 2022. Upon completion of the Proposed Joint Venture, the JV Company will become a subsidiary of TDEX.

## **10. INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM**

None of the directors, major shareholders and/or persons connected to them has any interest, whether direct or indirect, in the Proposed Joint Venture.

## **11. APPROVALS REQUIRED FOR THE PROPOSED JOINT VENTURE**

The Proposed Joint Venture does not require the approval from the shareholders of the Company or any relevant authorities.

## **12. DIRECTORS' STATEMENT**

The Board, after having considered all aspects of the Proposed Joint Venture, including but not limited to the rationale, salient terms of the JV Agreement, risk factors, and the financial effects of the Proposed Joint Venture, is of the opinion that the Proposed Joint Venture is in the best interest of the Company.

## **13. DOCUMENT AVAILABLE FOR INSPECTION**

The JV Agreement will be made available for inspection at the registered office of the Company at Third Floor, No. 77, 79 & 81, Jalan SS 21/60, Damansara Utama, 47400 Petaling Jaya, Selangor Darul Ehsan, during normal business hours (except public holidays) for a period of three (3) months from the date of this announcement.

This announcement is dated 6 May 2022.