MEMORANDUM OF UNDERSTANDING

FOR STRATEGIC BUSINESS COLLABORATION

This Memorandum of Understanding ("MOU") is dated [DATE] ("Effective Date") and records the understanding between:

MFTECH GLOBAL (M) SDN. BHD. (Company Registration No.: _____), a company incorporated in Malaysia with its registered office at [ADDRESS] ("MFTECH");

and

[SUPPLIER COMPANY NAME] (Company Registration No.: _____), a company incorporated in [COUNTRY / JURISDICTION] with its registered office at [ADDRESS] ("Supplier").

MFTECH and the Supplier are collectively referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. MFTECH supplies educational equipment and technology solutions for schools, technical and vocational education and training (TVET) institutions, and other customers, including public sector projects.

B. The Parties wish to develop a strategic business relationship for product supply, technology solutions, project cooperation, technical support and other mutually identified opportunities.

The Parties record their intentions as follows:

1. PURPOSE AND STATUS

1.1 This MOU provides a non-exclusive framework to explore and coordinate business opportunities. It records intentions only and is subject to contract in its entirety, as clarified in Clause 9.

2. AREAS OF COOPERATION

2.1 Depending on the opportunity, the Parties may explore the following areas:

(a) Supply and distribution of educational equipment, television screens, interactive displays, related products and technology solutions.

(b) Product and brand selection, technical specification matching, demonstrations, samples and compatibility assessment for customer requirements.

(c) Project and tender support, including quotations, technical submissions, compliance documents and project-specific manufacturer or brand authorisation letters, where available and properly authorised.

(d) Installation, integration, training, warranty support, maintenance, spare parts and other after-sales arrangements.

(e) Joint marketing, business development and original equipment manufacturing (OEM) or original design manufacturing (ODM) opportunities.

(f) Others: .....

3. PROPOSED ROLES AND COORDINATION

3.1 MFTECH intends to identify local opportunities, communicate customer and project requirements, and coordinate proposals and customer engagement. Customer communications for opportunities introduced by MFTECH are intended to be coordinated through MFTECH, subject to any existing relationships disclosed by the Supplier.

3.2 The Supplier intends to support opportunities it elects to pursue with competitive quotations, current technical documents, confirmation of its authority to supply the relevant brand, product availability, delivery estimates and proposed technical and after-sales support. Any specification gaps, qualifications or limitations should be identified before MFTECH finalises its submission.

3.3 Each Party may nominate a contact person to coordinate discussions and review progress. These contacts have no authority under this MOU to bind either Party to any transaction.

4. PROJECT AND COMMERCIAL ARRANGEMENTS

4.1 Before MFTECH commits to a customer or submits a tender in reliance on the Supplier, the Parties intend to confirm the relevant products, models, specifications, compliance evidence, pricing and quotation validity, availability, delivery and support arrangements in writing. This MOU is not evidence of product compliance, an authorised distributorship, reserved stock or a manufacturer's commitment to supply.

4.2 Any purchase, supply, distribution, OEM/ODM, service or project implementation requires a separate binding written agreement or purchase order expressly accepted in writing by authorised representatives. The relevant terms should address scope, specifications, quantities, prices,

currency, payment, taxes, delivery, acceptance, warranty, defects, support and liability, as applicable.

4.3 Neither Party commits under this MOU to minimum purchases, sales targets, investment, expenditure or participation in any project. No award, customer acceptance or commercial return is guaranteed. Each Party intends to bear its own discussion and preparation costs unless otherwise agreed in a separate binding arrangement.

5. CONFIDENTIALITY AND CUSTOMER INFORMATION

5.1 The Parties intend to treat non-public technical, proprietary and commercial information, including customer details, project leads, tender materials and pricing, as confidential and to use it only to evaluate the relevant collaboration. Sharing is intended to be limited to authorised persons who need the information, unless disclosure is authorised in writing or required by law.

5.2 This Clause records a non-binding expectation only. Before exchanging sensitive information, the Parties intend to enter into a separate binding non-disclosure agreement. Any existing confidentiality agreement remains unaffected.

6. INTELLECTUAL PROPERTY AND PUBLICITY

6.1 This MOU transfers no intellectual property and grants no licence or right to use either Party's or a third party's name, logo, brand, materials or technology. Any proposed use, publicity or announcement is intended to be cleared in writing with the relevant rights holder beforehand. Rights in any jointly developed materials or solutions are for a separate agreement.

7. INDEPENDENT AND NON-EXCLUSIVE RELATIONSHIP

7.1 Each Party remains independent and free to work with other parties, subject to any separate binding agreement. This MOU creates no partnership, joint venture, agency or authority to represent or bind another Party. Any exclusivity or distributor appointment requires a separate binding written agreement.

8. DURATION AND WORKING ARRANGEMENTS

8.1 The intended duration is two (2) years from the Effective Date. Either Party may discontinue the collaboration, with thirty (30) days' written notice envisaged for orderly coordination. The Parties may record any extension, amendment or additional area of cooperation in writing. Expiry or discontinuance does not affect a separate binding agreement.

8.2 The Parties intend to conduct discussions in good faith and address differences amicably. Contemplated activities remain subject to applicable laws, procurement rules, anti-bribery requirements and necessary approvals. Governing law and dispute resolution arrangements for any binding transaction are to be specified in the relevant separate agreement.

9. GENERAL

9.1 This Memorandum of Understanding will not give rise to any financial obligation by one Party to the other. Each Party will bear its own cost and expenses in relation to this Memorandum of Understanding. Any future project or activity that requires specific financial commitments shall be governed by a separate written agreement to be negotiated and executed between the Parties.

9.2 This Memorandum of Understanding serves only as a record of the Parties' intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not deemed to constitute or create any legally binding or enforceable obligations, express or implied.

9.3 This Memorandum of Understanding shall be governed by and construed in accordance with the laws of Malaysia. For cross-border matters involving ELH's operations, the relevant provisions of Singapore laws shall be referred to for interpretive consistency, where applicable.

9.4 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the parties through diplomatic channels, without reference to any third party or international tribunal.

9.5 No amendment, variation, or modification to this Memorandum of Understanding shall be effective unless made in writing and duly signed by the Parties or its duly authorized representatives. It shall form part of this Memorandum of Understanding.

9.6 Such amendment, variation or modification shall come into force on such date as may be determined by the Parties by mutual agreement.

9.7 This Memorandum of Understanding shall not be assignable by either Party without the prior written consent of the other Party. Any and all assignments not made in accordance with this Memorandum of Understanding shall be void.

SIGNED by the authorised representatives to acknowledge this non-binding MOU.

For and on behalf of
MFTECH GLOBAL (M) SDN. BHD.

_____
Name: _____
Designation: _____
Date: _____
Company Stamp:

For and on behalf of
[SUPPLIER COMPANY NAME]

_____
Name: _____
Designation: _____
Date: _____
Company Seal: