

FOCUS POINT

MEMORANDUM OF UNDERSTANDING BETWEEN FOCUS POINT VISION CARE GROUP SDN. BHD., A WHOLLY-OWNED SUBSIDIARY OF THE COMPANY AND PERBADANAN NASIONAL BERHAD

1. Introduction

The Board of Directors of Focus Point Holdings Berhad (“the Company”) is pleased to announce that the Company’s wholly-owned subsidiary, Focus Point Vision Care Group Sdn. Bhd. (“Focus Point”), had on 28 February 2024, entered into a Memorandum of Understanding (“MOU”) with Perbadanan Nasional Berhad (“PERNAS”) to establish a framework to jointly explore the potential collaboration opportunities in providing Franchise Financing Schemes under the Focus Point Sightsavers Franchise Programme to potential entrepreneurs.

Focus Point and PERNAS shall, hereinafter be collectively referred to as the “Parties” or individually the “Party” as the case may be.

2. Information on Perbadanan Nasional Berhad

PERNAS [Registration No. 196901000704 (9157-K)], is a company owned by the Ministry of Finance Incorporated (MOF Inc.) having its headquarters and address for service at Level 16, Menara Pernas, Tower 7, Avenue 7, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur. The issued share capital of PERNAS is RM751,012,180 comprising 751,012,180 ordinary shares.

The Directors of PERNAS are:-

- 1) Dato’ Hazimah Binti Zainuddin
- 2) Dato’ Sri Suriani Binti Dato’ Ahmad
- 3) Datuk Roziah Binti Abudin
- 4) Puan Afidah Azwa Binti Abdul Aziz
- 5) Dato’ Azlan Bin Abu Rais
- 6) Dato’ Shamsuddin Bin Mohd Mahayidin
- 7) Ismail Bin Abd Halim

3. Salient Terms of the Memorandum of Understanding

3.1 The purpose of the MOU is to provide a framework for any future binding contract to be entered between the Parties.

3.2 Roles and Obligations of PERNAS

- i. To provide the franchise financing scheme to Bumiputera entrepreneurs with Optometrist qualification/license under the Optical Act 1991 (hereinafter referred to as “eligible entrepreneurs”) for the Focus Point Sightsavers Franchise Programme.
- ii. To assess the eligible entrepreneurs for the Franchise Financing Schemes subject to PERNAS internal credit evaluation processes and approvals.
- iii. Facilitating and providing Focus Point to procure information from the entrepreneurs in relation to the finance and business under the Financing Scheme.

3.3 Roles and Obligations of Focus Point

- i. To promote, market and identify the interested entrepreneurs for the Focus Point Sightsavers Franchise Programme.

FOCUS POINT HOLDINGS BERHAD 200901041088 (884238-U)

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- ii. To ensure the interested entrepreneur is eligible to apply under the Franchise Financing Schemes.
- iii. To provide any relevant information as and when required by PERNAS in relation to the Focus Point Sightsavers Franchise Programme for record and assessment purposes.

3.4 Intellectual Property

- i. The protection of Intellectual Property rights shall be enforced in conformity with the respective national laws, rules, and regulations.
- ii. The use of the name, logo, or official emblem of any of the Parties on any publication, document or paper is prohibited without the prior written approval of either Parties.
- iii. Notwithstanding anything in clause 3.3(i) above, the intellectual property rights in respect of any technological development, products, and services development, carried out:
 - a) Jointly by Parties or the research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - b) Solely and separately by the Parties or the research results obtained through the sole and separate effort of the Parties, shall be solely owned by the Parties concerned.

3.5 Cost

Each Parties shall bear its own costs and expenses incurred in the preparation of this MOU and in carrying out its respective actions under this MOU.

3.6 Duration

The MOU shall take effect immediately upon signing of the MOU and expires upon Parties notifying the other Parties by giving a three (3) months' notice.

This MOU serves only as a record of the Parties' mutual intention and is not legally binding under domestic or international law.

4. Rationale

The MOU is entered into to establish the basis upon which both parties jointly explore areas for collaboration in relation to the Franchise Financing Programme.

5. Risk Factors

There are no foreseeable significant risks arising from the MOU.

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6. Financial Effects

There are no foreseeable financial effects arising from the MOU but it is expected to contribute positively towards the financial performance of the Company upon successful collaboration on the franchise financing programme during the tenure of the collaboration.

7. Interest of Directors, Major Shareholders and/or Persons Connected with them

PERNAS is the substantial shareholder of the Company through its 14.7% direct equity interest in the Company.

Save as disclosed above, none of the directors or major shareholders and/or persons connected with them have any interest, whether direct or indirect, in the MOU.

8. Statement by the Board

The Board, having considered all aspects of the MOU including the rationale and financial effects, is of the opinion that the MOU is in the best interest of the Company.

9. Approvals required

The MOU does not require the approval of the shareholders of the Company or any relevant authorities.

This announcement is dated 28 February 2024.