CYBERJAYA EDUCATION GROUP BERHAD
Registration No. 201601039044 (1209985-V)

RELATED PARTY TRANSACTIONS POLICY

Definitions:

"Act"	Companies Act 2016, as amended from time to time and any re-enactment thereof.
"Board" or "Directors"	The Board of Directors for the time being of the Company or such number of them as have authority to act for the Company. Director has the meaning given in Section 2(1) of the CMSA and includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon: a) a Director of the Company, its subsidiary or holding company; or b) CEO of the Company, its subsidiary or holding company.
"CEO"	The principal executive officer of the Company for the time being, by whatever name called, and whether or not he or she is a Director.
"CMSA"	The Capital Markets and Services Act 2007.
"Company"	Cyberjaya Education Group Berhad [Registration No. 201601039044 (1209985-V)]
"Family"	In relation to a person means such person who falls within any one of the following categories: a) spouse; b) parent; c) child including an adopted child and step-child; d) brother or sister; and e) spouse of the child, brother, or sister.
"Group"	The Company and its subsidiaries, collectively.
"Interested Director"	A Director who has an interest, whether direct or indirect, in a transaction which is the subject of consideration by the Company or the Group.
"Interested Major Shareholder"	A Major Shareholder who has an interest, whether direct or indirect, in a transaction which is the subject of consideration by the Company or the Group.

"Key Senior Management"	A person who, in the opinion of the Company, is the key senior management of the Group, and includes any person who is primarily responsible for the business operations of the Company's core business and principal subsidiaries (including the Chief Executive Officer, Chief Financial Officer, and key executive officers holding primary managerial authority).
"Major Shareholder"	A person who has an interest or interests in one or more voting shares in a corporation and the number or aggregate number of those shares, is 10% or more of the total number of voting shares in the corporation; or 5% or more of the total number of voting shares in the corporation where such person is the largest shareholder of the corporation. For the purposes of an RPT, the term includes any person who is or was within the preceding 6 months of the date on which the terms of the transaction were agreed upon, a major shareholder of the Company or any other corporation which is its subsidiary or holding company.
"Person Connected"	In relation to a Director or Major Shareholder (referred to as "said Person"), means such person who falls under any one of the following categories: a) a family member of the said Person; b) trustee of a trust (other than a trustee for a share scheme for employees or pension scheme) under which the Director or Major Shareholder or family member is the sole beneficiary; c) a partner of the said Person; d) a person, or body corporate/directors, accustomed or under obligation to act in accordance with directions of the said Person; e) a person, or body corporate/directors, in accordance with whose directions the Director or Major Shareholder is accustomed to act; f) a body corporate in which the said Person, or persons connected, exercise or control not less than 20% of voting shares; or g) a body corporate which is a related corporation of the said Person.
"Related Party"	A Director, Major Shareholder, or Person Connected with such Director or Major Shareholder.
"Related Party Transaction" ("RPT")	Transactions entered into by the Group which involves the interest, direct or indirect, of a Related Party.
"Recurrent Related Party Transaction" ("RRPT")	Related party transaction which are recurrent, of a revenue or trading nature which are necessary for day-to-day operations of the Group.

1. INTRODUCTION

The Company is principally an investment holding company and, in the ordinary course of its business, the Group may enter into transactions with Related Parties. Such transactions may arise in the course of the Group's day-to-day operations or in connection with other business activities undertaken by the Group.

This Related Party Transactions Policy ("**Policy**") sets out the principles, procedures, and governance framework to be observed by the Company and its subsidiaries in identifying, reviewing, evaluating, approving, monitoring, and disclosing RPTs and RRPTs, where applicable.

The Policy is intended to ensure that RPTs and RRPTs are conducted in accordance with the applicable requirements of the Main Market Listing Requirements ("**MMLR**" or "**Listing Requirements**") of Bursa Malaysia Securities Berhad.

2. OBJECTIVES

The objectives of this Policy are to ensure that RPTs and RRPTs entered into by the Group are:

(a) undertaken in the best interests of the Company and the Group;

(b) conducted on an arm's length basis and on normal commercial terms, having regard to the nature of the transaction;

(c) where applicable, undertaken in the ordinary course of business and on terms not more favourable to the Related Party than those generally available to the public or to unrelated third parties;

(d) not prejudicial to the interests of the Company or its minority shareholders; and

(e) appropriately identified, reviewed, approved, monitored, and disclosed in accordance with the applicable requirements of the MMLR and other relevant laws and regulations.

The Policy is intended to facilitate compliance with Part E of Chapter 10 of the MMLR, in particular Paragraphs 10.08 and 10.09 relating to RPTs and RRPTs, respectively.

3. POLICIES AND PROCEDURES

3.1 Pricing, Quality and Commercial Factors

Transactions with Related Parties shall only be entered into after taking into consideration relevant commercial factors, including pricing, quality, quantity, availability, delivery terms, product or service specifications, expertise, reliability and other relevant factors.

The pricing and terms of the transactions shall, where practicable, be determined by reference to prevailing market conditions and comparable transactions with unrelated third parties.

Any volume discounts, rebates or preferential rates shall be commercially justifiable and consistent with those available to unrelated third parties under similar circumstances.

3.2 Standard Commercial Terms and Industry Norms

The terms and conditions of RPTs shall be determined having regard to the usual commercial terms of the relevant product or service provider, prevailing market practices and applicable industry norms, as appropriate.

The Group shall seek to ensure that the terms of an RPT are fair and reasonable having regard to the nature, circumstances and commercial purpose of the transaction.

3.3 Pricing Evaluation and Comparative Analysis

Where practicable, the pricing and terms of an RPT shall be assessed against at least two (2) contemporaneous transactions with unrelated third parties involving similar products or services, quantities and commercial circumstances, or such other appropriate benchmarks as may be available.

Where comparable transactions with unrelated third parties are not available or cannot reasonably be obtained, including where the transaction involves a proprietary product or service, specialised services, unique commercial arrangements or other circumstances where direct comparison is not practicable, the pricing and terms shall be assessed using other appropriate and objective benchmarks.

Such benchmarks may include prevailing market rates or prices, comparable industry practices, historical transactions, cost-plus or margin analysis, independent quotations, published price information or other relevant commercial considerations.

The basis for determining that the pricing and terms of the RPT are fair and reasonable and are not more favourable to the Related Party than those generally available to unrelated third parties shall be appropriately documented and retained.

3.4 Directors and Major Shareholders' Declarations and Disclosures

All Directors and Major Shareholders shall disclose any direct or indirect interest in a transaction involving the Group in accordance with the Act, the MMLR, the Company's Constitution and other applicable requirements.

Any Director or Major Shareholder who has an interest in an RPT shall comply with the applicable abstention and voting requirements and shall not participate in the deliberation or decision-making process in relation to the relevant transaction to the extent required by the applicable laws, regulations and Listing Requirements.

The Company shall require Directors and Major Shareholders, where appropriate, to confirm that transactions entered into between the Group and themselves or Persons Connected with them are negotiated and conducted on an arm's length basis and on normal commercial terms, having regard to the nature of the transaction, and are not more favourable to the Related Party than those generally available to unrelated third parties or otherwise detrimental to the interests of the Company and its minority shareholders.

3.5 Directors and Key Senior Management Declarations

All Directors shall complete and submit a declaration of conflict of interest on a quarterly basis, while Key Senior Management shall complete and submit such declaration on an annual basis. In addition, all Directors and Key Senior Management shall submit a declaration promptly upon any change in circumstances.

Any declaration identifying an actual, potential or perceived conflict of interest, or an entity currently engaged in or proposing to enter into business dealings with the Group, shall be reviewed by Management to determine whether the relevant person or entity constitutes a Related Party under the applicable Listing Requirements and whether the proposed or existing transaction constitutes an RPT.

Where appropriate, the matter shall be escalated to the ARMC and/or the Board in accordance with this Policy and the applicable Listing Requirements.

3.6 Counterparty Declarations

Counterparty declarations shall be completed by prospective vendors, suppliers, customers, service providers, and other material counterparties prior to onboarding or contract award to disclose any existing relationship, interest, or connection with any Director, Major Shareholder, or Key Senior Management of the Group.

Existing counterparties shall update their declarations upon contract renewal, periodic re-evaluation, or whenever there is a material change in the relevant relationship or circumstances.

Management retains primary responsibility to independently verify and determine whether a counterparty is a Related Party.

3.7 Maintenance of Master Related Party Register

Finance shall maintain a Master Related Party Register (“**RPT Register**”) containing details of Related Parties identified across the Group.

The RPT Register shall be established and updated based on, among other things, declarations made by Directors, Major Shareholders, and Key Senior Management, corporate records, and declarations obtained from relevant counterparties.

The RPT Register shall be reviewed and updated periodically and whenever there is a material change in the Group's Related Party relationships.

3.8 Operational Pre-Check and Contract Execution

Prior to entering into any binding commitment, Finance shall verify the counterparty against the RPT Register to determine if the proposed transaction is an RPT or RRPT.

If identified as an RPT or RRPT, all mandatory internal reviews, approvals, announcements, and shareholder authorizations under the MMLR and this Policy must be fully secured before executing any contract, purchase order, or binding agreement.

3.9 Maintenance of Transaction Records

The Group shall maintain comprehensive records of all RPTs and RRPTs (including those under a shareholders' mandate) to demonstrate full compliance with this Policy and the MMLR.

These records shall include pricing bases, commercial benchmarks, market quotations, interest declarations, formal approvals, and relevant supporting documentation.

3.10 Audit and Risk Management Committee ("ARMC")

The ARMC shall oversee and evaluate the adequacy and operational effectiveness of the Group's RPT and RRPT procedures at least annually, recommending necessary enhancements to the Board.

In reviewing transactions, the ARMC shall verify compliance with this Policy, the MMLR, and approved limits, ensuring all transactions are conducted on normal commercial terms and at arm's length.

The ARMC may request additional documentation, explanations, or independent professional advice to support its evaluation. Material concerns, findings, and recommendations shall be promptly escalated to the Board.

4. THRESHOLDS AND APPROVAL REQUIREMENTS

Applicable percentage ratios, transaction nature and value, MMLR exemptions, and the Company's Limit of Authority ("**LOA**") shall dictate all internal approval, announcement, circular, and shareholder approval requirements for RPTs and RRPTs.

Internal LOA approvals apply in addition to, and do not replace statutory or MMLR compliance obligations. Percentage ratios must be evaluated under MMLR rules before final agreement on transaction terms.

Where required under the MMLR, shareholder approvals, Independent Advisers, and Principal Advisers shall be formally secured or appointed within prescribed timeframes prior to transaction execution.

4.1 One-Off Related Party Transactions

For non-recurrent RPTs (excluding trading or revenue-based RRPTs necessary for day-to-day operations), the Group shall comply with Paragraph 10.08 of the MMLR.

4.1.1 Announcement Requirement (≥ 0.25%)

An immediate announcement to Bursa Securities is required as soon as terms are agreed upon if any applicable percentage ratio equals or exceeds 0.25%, unless:

- The transaction value or consideration is less than RM500,000; or
- The transaction qualifies for an explicit exemption or falls under RRPT provisions under the MMLR.

4.1.2 RPTs with Percentage Ratio of 5% or More

Where any applicable percentage ratio equals or exceeds 5%, the Company shall, subject to MMLR exemptions:

(a) Issue a circular to shareholders as prescribed under the MMLR;
(b) Obtain prior shareholder approval at a general meeting; and
(c) Appoint an Independent Adviser (a corporate finance adviser licensed by the Securities Commission Malaysia) before terms are agreed upon.

4.1.3 RPTs with Percentage Ratio of 25% or More

Where any applicable percentage ratio equals or exceeds 25%, the Company shall, in addition to the 5% requirements, appoint a Principal Adviser before transaction terms are agreed upon to perform all functions mandated under the MMLR. All regulatory requirements must be fully satisfied prior to executing any binding commitment.

4.2 Recurrent Related Party Transactions (RRPTs)

For recurrent revenue or trading-based RPTs necessary for day-to-day operations, the Group shall comply with Paragraph 10.09 of the MMLR.

4.2.1 General Mandate Principles

The Company may seek an annual general mandate from shareholders for RRPTs. All transactions must be conducted in the ordinary course of business, on normal commercial terms, and within the scope and pricing parameters disclosed in the circular. The mandate is subject to annual renewal at a general meeting, with interested parties abstaining from voting. Management shall continuously track mandate utilization and report aggregate values in the Annual Report.

4.2.2 Recurrent RPTs Without Shareholder Mandate

Where the Group enters into an RRPT without a prior shareholders' mandate, an immediate announcement to Bursa Securities is required under Paragraph 10.09(1) of the MMLR if the transaction value or consideration equals or exceeds **RM1,000,000** or an applicable percentage ratio of **1%**, **whichever is higher.**

4.2.3 Mandate Utilisation and Material Variation Reporting

Management shall continuously track the aggregate value of RRPTs conducted under a shareholder mandate. Under Paragraph 10.09(2)(e) of the MMLR, the Company shall make an immediate announcement to Bursa Securities when the actual transacted value of an RRPT exceeds the estimated value disclosed in the circular to shareholders by **10% or more**.

4.3 Aggregation of Transactions

In evaluating percentage ratios and disclosure thresholds under Paragraph 10.12 of the MMLR, Bursa Securities requires transactions entered into with the **same Related Party**, or with persons connected with each other, within a **12-month period** to be aggregated. The Group shall treat such aggregated transactions as a single transaction for the purpose of determining whether announcement, circular, or shareholder approval thresholds are triggered.

5. ABSTENTION FROM DELIBERATION AND VOTING BY INTERESTED PARTIES

Any Interested Director shall declare the nature and extent of his or her interest in an RPT or RRPT and shall abstain from deliberation and voting on the relevant transaction in accordance with applicable laws, regulations, the Company's Constitution and this Policy.

An Interested Director shall not participate in or influence the consideration of the relevant transaction.

The declaration of interest and abstention from deliberation and voting shall be recorded in the minutes of the relevant meeting.

Where shareholders' approval or a shareholders' mandate for RRPTs is required, an Interested Director, Interested Major Shareholder and any Person Connected with them shall abstain from voting on the relevant resolution and shall take all reasonable steps to ensure compliance with applicable regulatory requirements.

6. DISCLOSURE

Disclosure will be made in the Company's Annual Report of the breakdown of the aggregate value of Related Party Transactions conducted, types of Related Party Transactions made, names of the Related Party or Parties involved in each type of Related Party Transactions and their relationship with the Group pursuant to the Shareholders' Mandate (where applicable) during the financial year, and in the Annual Report for the subsequent financial year that the Shareholders' Mandate continues to be in force.

7. CONFLICTS OF INTEREST

Any Director, Major Shareholder or Key Senior Management with an actual, potential or perceived conflict of interest in relation to any proposed or existing transaction shall promptly disclose the details of such conflict to the Company.

The Company shall evaluate the conflict and implement appropriate safeguards, including declarations of interest, abstention from discussions and decision-making, independent reviews, or escalation to the ARMC and/or Board, as appropriate and in accordance with the MMLR.

The existence of a conflict of interest does not, in itself, automatically make a transaction an RPT. The classification of a transaction as an RPT shall be determined by reference to whether the relevant counterparty is a “Related Party” under the MMLR and the applicable requirements of Chapter 10.

8. POLICY REVIEW

The ARMC and the Board shall review this Policy periodically, at least once every two (2) years, or earlier if material changes occur in the MMLR, applicable laws, regulatory guidance, or the Group's business operations.

Proposed amendments shall be evaluated by the ARMC and submitted to the Board for approval. The Board may update this Policy as needed to ensure ongoing alignment with regulatory requirements and corporate governance best practices.

This Policy is dated 24 August 2026 and supersedes any terms of reference previously in force.