

Type	Announcement
Subject	TRANSACTIONS (CHAPTER 10 OF LISTING REQUIREMENTS) : NON RELATED PARTY TRANSACTIONS
Description	Subscription by Bonia Corporation Berhad of new ordinary shares in Macroverse Sdn. Bhd.

## 1. THE SUBSCRIPTION

The Board of Directors of Bonia Corporation Berhad (“BCB” or “BONIA” or “Company”, and references to “BCB Group” or “Group” are to BCB and our subsidiaries) wishes to inform that the Company had on 19 December 2024, inked a shareholders’ agreement (“SH-BCB&PPH” or “Agreement”) with Peak Physique Health & Fitness Sdn. Bhd. (“PPH” or “PEAK”) where BCB and PPH have agreed to subscribe for a total of 2,999,998 new ordinary shares in Macroverse Sdn. Bhd. (“MCV”) (“MCV Share(s)”) (collectively, “Subscription”, individually, “BCB-Subscription” on the part of BCB, and “PPH-Subscription” on the part of PPH”).

## 2. DETAILS OF THE SUBSCRIPTION

### 2.1 Details of BCB, PPH and MCV

The information on BCB, PPH and MCV is detailed in “Annex A” of this Announcement.

PPH is the proprietor of a trademark and also the owner of health and fitness centers known as “PEAK FITNESS” in Malaysia.

PPH and BCB had mutually agreed to co-operate in a form of joint venture to operate and manage the business of MCV of a health and fitness center under the name and style of business called “PEAK FITNESS” at “IKON CONNAUGHT MALL”, 160, Jalan Cerdas, Taman Connaught, 56000 Kuala Lumpur.

### 2.2 Details of the Subscription

Pursuant to the SH-BCB&PPH, BCB and PPH mutually agreed to subscribe for the new MCV Shares in the following manner and proportions:

Shareholder of MCV	As at the date of this Announcement		Subscription		Post-Subscription		Subscription consideration for the new MCV Shares	Manner of Subscription
	Number of MCV Shares held	%	Number of new MCV Shares to be subscribed	Number of MCV Shares held	%			
BCB	1	50.00	1,499,999	1,500,000	50.00	RM1,800,000	Cash	
PPH	1	50.00	1,499,999	1,500,000	50.00	RM1,200,000	Otherwise – by way of injection of gym and fitness equipment worth RM1,200,000 <sup>(1)</sup>	
Total:	2	100.00	2,999,998	3,000,000	100.00			

Note(s):

- (1) PPH shall assign the legal title and ownership of the fitness equipment that are purchased under the leasing arrangement(s) or other financing arrangement(s) with third-party entity(ies) to MCV, as soon as the full settlement of the leasing arrangement(s) with the equipment suppliers.

### 2.3 Salient Terms of the SH-BCB&PPH

The salient terms of the SH-BCB&PPH are reproduced in “Annex B” of this announcement.

### 2.4 Liabilities to be Assumed

There are no liabilities, including contingent liabilities and/or guarantees to be assumed by BCB arising from the SH-BCB&PPH.

### **3. SOURCE OF FUNDS**

The RM1,800,000 subscription consideration for 1,499,999 MCV Shares payable by BCB will be funded through internally generated funds.

Save for the above subscription consideration, there is no other additional financial commitment required at this current juncture.

### **4. RATIONALE AND PROSPECTS**

Investing jointly in a fitness center offers a strategic opportunity to tap into the growing health and wellness market while sharing financial risks and leveraging PPH diverse expertise. It creates potential for recurring revenue through memberships and services. The fitness center will be located at a mature neighborhood at Ikon Connaught Cheras and close to a university which potentially provides a steady customer base from the local community and attracts students looking for affordable and convenient fitness options. The mix of residents and students creates strong demand, offering opportunities for membership, classes, and community events tailored to both groups.

### **5. RISK FACTORS**

The BCB-Subscription will expose BCB Group to risks inherent to the fitness industry. Key risks for a fitness center include high competition and fluctuating seasonal demand. Challenges like customer retention, economic downturns, and health regulations could also impact revenue.

In addition, there is no assurance that the business of MCV will produce the desired results. MCV's failure to achieve a sustainable growth may impact the financial performance of BCB Group.

Therefore, the Board's expectations of the performance of MCV and the anticipated benefits from the BCB-Subscription are forward looking in nature, and are subject to uncertainties and contingencies. Although the Board holds that its expectations are reasonable at this point of time given the prevailing circumstances, there can be no certainty that such expectations will materialise.

### **6. FINANCIAL EFFECTS**

#### **6.1 Share Capital and Substantial Shareholders' Shareholdings**

The SH-BCB&PPH will not have any effect on the share capital and the shareholdings of substantial shareholders of Bonia as it does not involve any issuance of shares in the Company.

#### **6.2 Net Assets, Net Assets per share and gearing**

The SH-BCB&PPH will not have any material effect on the Net Assets, Net Assets per share and gearing of the Company for the financial year ending 30 June 2025.

#### **6.3 Earnings and earnings per share ("EPS")**

The SH-BCB&PPH is not expected to have any material effect on the earnings and EPS of the Company for the financial year ending 30 June 2025.

### **7. ESTIMATED TIMEFRAME FOR COMPLETION**

Barring any unforeseen circumstances, the SH-BCB&PPH is expected to be completed by the first quarter of year 2025.

**8. PERCENTAGE RATIO AND APPROVAL REQUIRED**

The highest percentage ratio applicable to the SH-BCB&PPH and calculated pursuant to Paragraph 10.02(g) of the Main Market Listing Requirements based on the audited financial statements of BCB for the financial year ended 30 June 2024 is 0.41%.

Accordingly, to the best knowledge of the Board of BCB, the SH-BCB&PPH is not subject to the approval of shareholders of the Company.

**9. INTEREST OF DIRECTORS AND MAJOR SHAREHOLDERS AND/OR PERSONS CONNECTED WITH THEM**

None of the directors, major shareholders and/or persons connected with them have any interest, whether direct or indirect, in the SH-BCB&PPH.

**10. STATEMENT BY DIRECTORS**

The Board, having taken into consideration all aspects of the SH-BCB&PPH, is of the opinion that the SH-BCB&PPH is in the best interest of the Company and our shareholders.

**11. DOCUMENTS AVAILABLE FOR INSPECTION**

The SH-BCB&PPH is available for inspection at the registered office of the Company at No.5-1, Jalan Radin Bagus 9, Bandar Baru Sri Petaling, Wilayah Persekutuan, Malaysia from Monday to Friday (except public holidays) during normal office hours for a period of 3 months from the date of this announcement.

This announcement is dated 19 December 2024.

**Annex A**

**Information on BCB, PPH and MCV**

Particulars	BCB			PPH <sup>(1)</sup>			MCV <sup>(1)</sup>		
Place of incorporation	Malaysia			Malaysia			Malaysia		
Date of incorporation	28.08.1991			29.07.2013			03.05.2024		
Issued and paid-up capital	Amount:	RM201,571,850		Amount:	RM2,650,003		Amount:	RM2	
	Unit:	201,571,842 ordinary shares (inclusive of 576,719 treasury shares)		Unit:	2,650,003 ordinary shares		Unit:	2 ordinary shares	
Principal activity	Investment holding and management company			To carry on the business of health & fitness consultant services			Export and import of a variety of goods without any particular specialization N.E.C.; activities of holding companies; buying, selling, renting and operating of self-owned or leased real estate-residential buildings		
Director(s)	Datuk Ng Peng Hong @ Ng Peng Hay Dato' Sri Chiang Fong Seng Chiang Sang Sem Dato' Sri Chiang Fong Tat Chiang May Ling Datuk Chiang Heng Kieng Law Wei Liang Azian Binti Mohd Yusof Raja Hamzah Abidin Bin Raja Nong Chik Chiang Fong Xiang (Alternate Director)			Andrea Lim Jhy Hueih Yong Lai Khoon Shaun Alexander Isitt Angeline Lim Sze Yuin			Andrea Lim Jhy Hueih Wong Kwong Tung ("WKT") <sup>(2)</sup>		
Existing shareholder(s) and shareholding(s)	Name	Unit	%	Name	Unit	%	Name	Unit	%
	BCB is a public listed company of which all of our ordinary shares in issue are quoted and traded on Bursa Malaysia Securities Berhad			Andrea Lim Jhy Hueih	1,336,396	50.43	BCB	1	50.00
				Yong Lai Khoon	66,667	2.52	PPH	1	50.00
				Shaun Alexander Isitt	146,940	5.54	-	-	-
				Vimme Sdn. Bhd.	1,100,000	41.51	-	-	-
				Total:	2,650,003	100.00	Total:	2	100.00

Note(s):

(1) Source: SSM Corporate Information generated from SSM e-Info Services on 16 December 2024 (SSM = Suruhanjaya Syarikat Malaysia)

(2) WKT is the Group Chief Financial Officer of BCB Group. He does not hold any shares in BCB, PPH and MCV. He sits on the board of directors of MCV as the representative of BCB.

**Annex B**

**Salient Terms of the SH-BCB&PPH**

*All capitalised terms used but not defined herein shall have the meanings set forth in the SH-BCB&PPH. All references herein to specific Clauses, Sections, Exhibits, Schedules and Appendices shall be deemed references to Clauses and Sections of, and Exhibits, Schedules and Appendices to the SH-BCB&PPH unless the context shall otherwise require.*

**9. LIMITS OF AUTHORITY**

- 9.1 Except where otherwise provided, either Party shall not, without the prior written consent of the other Party to this Agreement :-
- 9.1.1 lend any of the money of the Company to any person;
  - 9.1.2 give any security or promise for the payment of any money on account of the Business or enter into any guarantee for the indebtedness of the Business other than in the ordinary course of business of the Company;
  - 9.1.3 enter into any bond or bail or become guarantor for any person;
  - 9.1.4 draw accept or indorse any cheque or bill of exchange or promissory note on account of the Business unless authorised in accordance with the current mandate of the Bank account;
  - 9.1.5 compromise compound or release any debt due to the Company;
  - 9.1.6 mortgage or charge the profits of the Company's assets or any part of them or his share in them or his interest in the Business or any part of such share or interest;
  - 9.1.7 divulge any confidential information about the Company's business to anyone not authorised to receive it.

**10. PROHIBITION / EXPULSION**

- 10.1 If any Party commits one of the following prohibited acts :-
- 10.1.1 commit a serious breach of any of the provision in this Agreement resulting in the Business suffering a material disadvantage; or
  - 10.1.2 the Party becomes insolvent; or
  - 10.1.3 if any order shall be made or resolution passed for winding up or dissolution of the Party (except for the purposes of reconstruction or amalgamation) or if the Party shall enter into any agreement or composition with its creditors or if a receiver or receivers and managers, liquidator or the like be appointed over the Party or if any execution is levied upon any of the Party's asset; or
  - 10.1.4 the Party suffers any judgment order to be made against the Party, or any distress or execution process to be levied upon the Party or the Party's goods or belongings; or
  - 10.1.5 there is a major change in the shareholding structure or ownership in the Party without the knowledge and consent of the other Parties;
- then the defaulting Party shall forthwith indemnify the other Parties for any monetary loss suffered or caused to be suffered for each or respective prohibited act and the other Party shall have the absolute discretion to decide whether to accept the aforesaid changes /circumstances caused by the defaulting Party or to reject the defaulting Party from the partnership or the shareholding in the Company under this Agreement. In such event, the other Party in this Agreement shall be given the first right to purchase the share(s) of the defaulting Party.

**11. RETIREMENT**

Any Party may retire from the partnership in this Agreement on giving not less than three (3) month's previous notice in writing to the other Party by delivering the notice to the other Party at the address(es) stated herein and with effect the date of expiration of the notice he will cease to be a Party to this Agreement (hereinafter referred to as "the Cessation Date") but without prejudice to any provision in this Agreement entitling the other Party to terminate the Business and **PROVIDED ALWAYS THAT** the aforesaid notice shall only be served/given after the expiry of two (2) years from the date of this Agreement. The other Party in this Agreement shall be given the first right to purchase the share(s) of the retiring Party at book value. Should there be any dispute over the value of the share(s), an independent valuer (as agreed by both PEAK and BONIA) can be appointed to conduct the valuation of the share(s) and the value ascertained by the said independent valuer shall be accepted by each of the Parties.

**12. TERMINATION**

- 12.1 The Provisions of this Clause shall apply in respect of an Outgoing Party (that is to say a Party who ceases to be a Party to this Agreement by reason of liquidation or in accordance with any provision of this Agreement) as at his Cessation Date that is to say the date on which he ceases to be a Party to this Agreement. This Clause shall not apply where any Party is being expelled under Clause 10.
- 12.2 The Outgoing Party shall be entitled to his share of the Profits for the financial year during which the Cessation Date occurs apportioned for the period from the commencement of such year to the Cessation Date;
- 12.3 The share of an Outgoing Party in the capital and assets and future profits of the Business as at the Cessation Date shall vest in the Continuing Party (that is to say a Party who continue to be a Party to this Agreement);
- 12.4 Termination accounts shall be prepared as at the Cessation Date at the expense of the Company and consistent with the basis on which the Business accounts have hitherto been prepared;
- 12.5 Any undrawn balance of the Outgoing Party's share of the Profits to the Cessation Date shall be paid to him not later than three (3) months from the Cessation Date;
- 12.6 The Continuing Party shall within three (3) months after the Cessation Date pay to the Outgoing Party a capital sum equal to the balance (if any) then standing to the credit of the Outgoing Party's capital account but excluding any value attached to goodwill as at the Cessation Date. The Outgoing Party shall not be entitled to any further capital payment in connection with his ceasing to be a Party to this Agreement.
- 12.7 Except where the Outgoing Party is in breach of any of the terms stated herein, the Continuing Party shall pay and discharge all debts and liabilities of the Company at the Cessation Date except any debt or liability in respect of income tax attributable to the Outgoing Party's share of the profit and except any debt or liability in respect of any claim arising from any negligent or wrongful act or omission of the Outgoing Party to the extent that such claim is not covered by insurance and shall keep the Outgoing Party indemnified from and against such debts and liabilities except as aforesaid and all actions proceedings costs claims and demands in respect thereof.
- 12.8 Notwithstanding anything contained herein, this Agreement shall be expressly terminated/discontinued/dissolved by mutual written agreement between the Parties.

**13. TAG ALONG OPTION**

- 13.1 If a Party i.e. Seller decides to dispose his share to any other third party, the said Party/Seller must give the other Party to this Agreement a notice (hereinafter referred to as "Tag Along Notice") of his intention.
- 13.2 A Tag Along Notice gives the other Party the right ((hereinafter referred to as "Tag Along Option") to require the said Party/Seller to procure the purchase by the proposed purchaser all of the shares held by the other Party and must include details of:
- (i) the name of the purchaser;
  - (ii) the number of shares in the proposed disposal to the third party;
  - (iii) the sale price and any other terms of the proposed disposal to the purchaser; and
  - (iv) the period during which a Tag Along Option may be exercised, which must be a period of not less than ten (10) Business Days from the date of service of the Tag Along Notice (hereinafter referred to as "Exercise Period").
- 13.3 A Tag Along Option may be exercised by notice (hereinafter referred to as "Exercise Notice") given within the Exercise Period to the Party/Seller that decides to dispose his share.
- 13.4 If a Party exercises his Tag Along Option, the other Party/Seller that decides to dispose his share must not dispose of any share to the purchaser unless the purchaser, at the same time, buys the shares specified in the Exercise Notice at the same price per share and otherwise on the same terms.
- 13.5 If the Tag Along Option is not exercised within the period specified in the Tag Along Notice, it will be deemed to have lapsed on the last day of the Exercise Period.

**14. PRE-EMPTIVE RIGHTS**

- 14.1 The issuance of any new share and any right or security exercisable for or convertible or exchangeable into shares of the Company ("New Shares") shall require the approval of all the Parties. If approved in the aforesaid manner, the New Shares shall first be offered to each of the Parties in the ratio that is reflective of their respective Shareholding Percentage before they are issued ("Offer").
- 14.2 Such Offer shall be made by written notice to each of the Parties by the issuance of a subscription offer notice from the Company, specifying the number of New Shares offered, the proportionate entitlement of the relevant Party to the New Shares, the price per each unit of the New Shares, the general terms upon which such New Shares are being offered and the period (being not less than thirty (30) days) within which the offer, if not accepted in writing, will be deemed to be declined ("Offer Period").
- 14.3 If any of the Parties fails to notify the Company of its acceptance of the New Shares offered to it within the Offer Period or is deemed to have declined the New Shares ("Unsubscribed Portion"), the Company shall within twenty (20) days from the expiry of the Offer Period, offer the Unsubscribed Portion to the other Party (who shall have subscribed for its portion of the New Shares) in the proportion to which their Shareholding Percentage bears to each other at the same price and upon the same terms and conditions and in the same manner as the initial offer and such Party shall have the right (but not the obligation) to subscribe for such Unsubscribed Portion.

14.4 If the Parties do not subscribe for the Unsubscribed Portion or if there are remaining shares in the Unsubscribed Portion, the Company shall be entitled to offer the Unsubscribed Portion or the remaining shares in the Unsubscribed Portion to any third party investor without the prior written consent of the Parties provided always that such third party investor shall not be the Company's competitor

15. **ANTI-DILUTION PROTECTION**

15.1 Neither Party shall have the right to purchase or receive additional or other shares upon the occurrence of any event that might dilute such Party's percentage interest in the Company.

[End]