

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **October 21, 2025**

TREASURE GLOBAL INC
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of Incorporation)	001-41476 (Commission File Number)	36-4965082 (IRS Employer Identification Number)
276 5th Avenue, Suite 704 #739 New York, New York (Address of registrant's principal executive office)		10001 (Zip code)

+6012 643 7688
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.00001 per share	TGL	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Sale and Purchase Agreement

On October 22, 2025, Treasure Global Inc (the “Company”) entered into a sale and purchase agreement with Nexe Cloud Limited (the “Vendor”), a British Virgin Island company (the “Sale and Purchase Agreement”), pursuant to which the Vendor agreed to sell and the Company agreed to buy an AI server (the “Product”), as further specified in the schedule 1 therein. Both Parties acknowledge and agree that this Agreement shall commence on October 22, 2025 and shall be valid until the completion of all obligations under this Agreement, including full delivery, acceptance, and payment for the Product, unless the Sale and Purchase Agreement is mutually terminated in writing between both parties or terminated by either party due to any breach or default of the Sale and Purchase Agreement.

In consideration of the performance of the Vendor of its obligation and the provisions of the sale of the Product (including but not limited to the Maintenance and Service Level) pursuant to this Agreement, the Buyer agrees to pay a total consideration of US\$750,000.00 (“Purchase Price”) in the following manner: (i) US\$280,000.00 to be paid in cash; (ii) and remaining balance of the Purchase Price of US\$470,000.00 to be satisfied through the issuance and allotment of common stock of the Company (“Shares”) to the Vendor with the cost basis of US\$0.90 per Share. All cash payments shall be paid by the Company to the Vendor in full within fourteen (14) days following delivery of the Product. The Shares shall be issued within ten (10) business days from the date of Sale and Purchase Agreement or such other date as mutually agreed in writing.

The Sale and Purchase Agreement contains customary representations, warranties, and agreements by the Company and the Vendor, with other obligations of the parties and termination provisions.

The above summary of the Sale and Purchase Agreement is qualified in its entirety by reference to the full texts of the Sale and Purchase Agreement, which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Service Agreement

On October 21, 2025, the Company entered into a service agreement (the “Service Agreement”) with Weshare Management SDN BHD (the “Service Provider”) to engage the Service Provider for the provision of certain services (the “Services”), as defined in the Service Agreement, subject to the terms and conditions set forth therein. this Agreement shall commence October 21, 2025 (“Effective Date”) and remain in force for a period of two (2) years from the Effective Date unless otherwise frustrated, rescinded and/or terminated in accordance to Clause 12 of the Service Agreement (“Term”), provided that the parties shall be opened to commercial negotiations from time to time pertaining to the contents of this Agreement whereby should any such negotiations materialise, the parties shall record such mutually agreed negotiations into written instrument which shall be supplemental to the Service Agreement, agreed whereupon the expiration of the Term, the Company shall have the discretion to renew the Term for a subsequent fixed period of one (1) year (“Renewed Term”) provided that any such renewal under this provision (if any) shall only be effective upon the parties agreed in writing in which all the terms and conditions of the Service Provider shall, unless otherwise agreed by the parties in writing, subsist and applicable mutatis mutandis to the whole Renewed Term.

In consideration of the performance of the Service Provider of its obligation and the provisions of the Services pursuant to the Service Agreement, unless otherwise agreed by the parties in writing, the Company shall pay to the Service Provider US\$1,500,000.00, which shall be satisfied through the issuance and allotment of common stock of the Company (“TGL Shares”) to the Service Provider. The TGL Shares shall have an equivalent value of US\$1,500,000.00 with a cost basis of US\$0.85 per share. The TGL Shares shall be issued and allotted to the Service Provider within three (3) working days from the Effective Date.

The Service Agreement contains customary representations, warranties, and agreements by the Company and the Consultant, with other obligations of the parties and termination provisions.

The above summary of the Service Agreement is qualified in its entirety by reference to the full texts of the Service Agreement, which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

See Item 1.01, which is incorporated herein by reference.

The Shares and TGL Shares will be issued pursuant to the exemption from registration provided by Regulation S promulgated under the Securities Act.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Sale and Purchase Agreement between Treasure Global Inc. and Nexe Cloud Limited dated October 22, 2025
10.2	Service Agreement between Treasure Global Inc. and Weshare Management SDN BHD dated October 21, 2025
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: October 24, 2025

TREASURE GLOBAL INC.

By: /s/ Carlson Thow

Name: Carlson Thow

Title: Chief Executive Officer

Dated 22nd October 2025

TREASURE GLOBAL INC
(Registration No.: 7908921)
("BUYER")

AND

NEXE CLOUD LIMITED
(Registration No.: 2175333)
("VENDOR")

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into on 22 October 2025,

BETWEEN

- (1) **TREASURE GLOBAL INC (Registration No. 790821)**, a company incorporated in Delaware and having an address for service at 276, 5th Avenue Suite, 704 #739 New York, NY 10001, United States ("**Buyer**"),

AND

- (2) **NEXE CLOUD LIMITED (Registration No. 2175333)**, a company incorporated in British Virgin Island and having its registered address at TMF (B.V.I) LTD. of Palm Grove House, P.O. Box 438, Road Town, Tortola, VG1110, British Virgin Island ("**Vendor**").

The Buyer and Vendor shall hereinafter individually be referred to as "**Party**" and collectively referred to as "**Parties**", where the context so requires.

RECITAL

- A. The Buyer is in the business of, e-commerce platform connecting subscriber with the local merchant by offering activities, travel, goods, services and rewards.
- B. The Vendor is in the business of, amongst other, technology services activities and has experience and expertise in providing application, services, turkey solution, server and cloud services on artificial intelligence (AI) in various aspect, including customization, production, brand engagement, marketing and content creation.
- C. In consideration of the Vendor's skills, experience and expertise, the Buyer now wishes to purchase an AI server ("**Product**") and the Vendor is desirous to supply, assign, grant, convey and transfer the AI server to the Buyer ("**Sale and Purchase**") subject to the terms and conditions contained herein.

NOW THEREFORE, the Parties hereby mutually agree as follows:

1. DEFINITION AND INTERPRETATIONS

1.1 Definition

In this Agreement, unless the context or subject matter otherwise requires, the following words and expressions shall have the following meanings:

"**Buyer**" : means Treasure Global Inc (Registration No. 7908921), a company incorporated in the State of Delaware, United States and having an address for service at 276, 5th Avenue Suite, 704 #739 New York, NY 10001, United States;

“Confidential Information”	: means any verbal or written information disclosed, revealed, learnt, accessible or made available by one party (the “Disclosing Party”) to the other Party (the “Receiving Party”) under, in connection with or in relation to this Agreement (including, but not limited to, the existence and contents of this Agreement, all information relating to the business, products, services, personnel or commercial activities of such Party including but not limited to franchise agreements, financial accounts, computer programmes, computer data, devices, concepts, inventions (whether or not capable of being patented), designs, methods, techniques, marketing and commercial strategies, customers lists, potential customers lists, processes, data concepts, Know-how, formulae, Intellectual Property (whether owned, developed by or licensed to the Disclosing Party), and unique combinations of separate items) that: - is by its nature confidential; - is reasonably designated by the Disclosing Party as confidential; - is regulated under relevant legislation (including medical and personal information); or - the Receiving Party knows or reasonably ought to know is confidential, but does not in any event include information that is published or has otherwise entered the public domain, is obtained from a third party who has no obligation of confidentiality to the Disclosing Party; or is independently developed or obtained, provided that such information described in paragraph d above is not published, developed, or obtained in breach of this Agreement or in breach of law.
“Event of Force Majeure”	: has the meaning ascribed in Clause 12.1;
“IP Rights”	: means patents, rights to inventions, copyright, trademarks, trade secrets, and all other intellectual property rights;
“Purchase Price”	: means a purchase price of United States Dollar Seven Hundred Fifty Thousand (USD750,000.00) payable by the Buyer to the Vendor in accordance with Clause 4 of this Agreement;
“Term”	: means the term of this Agreement as described in Clause 5 of this Agreement; and
“Vendor”	: means NEXE CLOUD LIMITED (Registration No. 2175333), a company incorporated in British Virgin Island and having its registered address at TMF (B.V.I) of Palm Grove House, P.O. Box 438, Road Town, Tortola, VG1110, British Virgin Island;

1.2 Interpretation

Save to the extent that the context or the express provisions of this Agreement otherwise require:

- (a) words using the singular or plural number also include the plural or singular number, respectively;
- (b) the terms “hereof”, “herein”, “hereby”, “hereto” and similar words refer to this entire Agreement and not any particular clause, schedule or any other subdivision of this Agreement;
- (c) a reference to a “clause” or “schedule” is to a clause or schedule to this Agreement;
- (d) the word “include” or “including” shall be deemed to be followed with “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import;
- (e) references to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re- enacted;
- (f) references to “this Agreement” or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;
- (g) the headings are for convenience only and shall be ignored in construing this Agreement;
- (h) references to persons include their successors and any permitted transferees and assigns;
- (i) no rule of construction shall apply to the detriment of any Party by reason of that Party having control and/or was responsible for the preparation of this Agreement or any part thereof;
- (j) whenever this Agreement refers to a number of days, such reference shall be to calendar days unless business days are specified;
- (k) in carrying out their obligations and duties under this Agreement, the Parties shall have an implied obligation of good faith; and
- (l) each of the schedules and the appendices hereto shall form an integral part of this Agreement.

2. SCOPE OF SALE AND PURCHASE

- 2.1 Subject to the terms and conditions contained in this Agreement, Vendor agrees to sell, and the Buyer agrees to purchase an AI server, as further specified in **Schedule 1**.
- 2.2 For the purposes of the Sale and Purchase, the contemplated key roles and responsibilities of each Party are set out below:
 - 2.2.1 The Vendor shall be responsible for supplying and delivering the Product to Buyer at the agreed delivery location(s) and in accordance with the technical specifications and configurations set out in Schedule 1, unless otherwise agreed mutually in writing by both Parties.

- 2.2.2 The Vendor shall provide the Buyer with relevant documentation necessary for operation and maintenance of the Product, including but not limited to system manuals, deployment and installation guides, configuration files and instructions for any pre- installed frameworks, libraries or models.
 - 2.2.3 The Buyer shall be responsible for receiving and inspecting the Product upon delivery and shall notify the Vendor of any non-conformities in accordance with the acceptance terms specified in Clause 4 of this Agreement.
 - 2.2.4 The Buyer shall be responsible for the setup, installation and deployment of the Product at its designated facilities, including integration into its existing infrastructure, unless otherwise agreed in writing by both Parties. The Vendor may provide reasonable remote support or technical assistance upon request.
- 2.3 The Parties acknowledge that the Scope of Sale and Purchase outlined in this Clause 2 is not exhaustive and the Parties may perform other tasks and services as may be reasonably requested by the other party and agreed upon in writing.

3. RISK AND TITLE

- 3.1 Title to the Product shall pass from the Vendor to the Buyer upon full payment of the Purchase Price and delivery of the Product.
- 3.2 Risk and loss or damage to the Product shall pass to the Buyer upon delivery to the Buyer's designated delivery location, as acknowledged in writing by the Buyer or its authorized representative.
- 3.3 For the avoidance of doubt, title to any software (including firmware, drivers, operating systems, AI frameworks, or pre-installed models) provided as part of the Product shall not pass to the Buyer. The Buyer is granted a non-exclusive, non-transferable license to use such software solely for the purpose of operating the Product, and strictly in accordance with the terms and conditions provided by the Vendor or its licensors, as applicable.
- 3.4 The Buyer shall not copy, reverse engineer, modify, sublicense, or distribute any such software, except to the extent expressly permitted under applicable law or the relevant license terms.

4. ACCEPTANCE OF PRODUCT BY THE BUYER

- 4.1 Upon delivery of the Product to the Buyer's designated delivery location, the Buyer shall have a period of seven (7) business days (the "**Inspection Period**") to inspect the Product for compliance with the specifications set out in Schedule 1.
- 4.2 If the Buyer determines that the delivered Product is defective or do not conform to the agreed specifications, the Buyer shall notify the Vendor in writing within the Inspection Period, providing reasonable detail of the non-conformity or defect (the "**Rejection Notice**").
- 4.3 If no Rejection Notice is received by the Vendor within the Inspection Period, the Product shall be deemed accepted by the Buyer.
- 4.4 In the event of a valid Rejection Notice, the Vendor shall, at its sole option and expense, promptly repair or replace the non-conforming Product within thirty (30) days of receipt of the Rejection Notice. The Vendor shall bear all costs related to the return and replacement of the non-conforming Product.

5. PURCHASE PRICE AND PAYMENT

- 5.1 In consideration of the performance of the Vendor of its obligation and the provisions of the sale of the Product (including but not limited to the Maintenance and Service Level) pursuant to this Agreement, the Buyer agrees to pay a total consideration of United States Dollars Seven Hundred Fifty Thousand (USD750,000.00) ("**Purchase Price**") in the manner and terms of payment as stipulated in Clause 5.2 below.
- 5.2 The Buyer shall satisfy the Purchase Price in the following manner ("Mode of Payment"):
- 5.2.1 United States Dollars Two Hundred Eighty Thousand (USD280,000.00) to be paid in cash; and
- 5.2.2 Remaining balance of the Purchase Price of United States Dollars Four Hundred Seventy Thousand (USD470,000.00) to be satisfied through the issuance and allotment of common stock of the Buyer ("**Shares**") to the Vendor.
- 5.2.3 In view of the Clause 5.2.2, the Parties acknowledge and agree that the issue price per Shares shall be at United States Dollars Ninety Cent (US\$0.90) only.
- 5.3 All cash payments shall be paid by the Buyer to the Vendor in full within fourteen (14) days following delivery of the Product. Payments shall be made via wire transfer or other mutually agreed cash payment method to the Vendor's bank account.
- 5.4 The issuance of Shares by the Buyer to the Vendor shall be subject to the following:
- 5.4.1 the Shares shall be issued within ten (10) business days from the date of this Agreement, or such other date as mutually agreed in writing;
- 5.4.2 the issuance shall be subject to compliance with all applicable laws, corporate authorizations, and the execution of any required documentation;
- 5.4.3 the Shares shall be issued on a restricted basis for a period of six (6) months from the date of issuance, which is subjected to the requirements of the Securities Act 1933, Rule 144.
- 5.4.4 Certificate representing the Buyer Shares shall bear a restrictive legend as required by applicable securities laws as stated above. The Vendor acknowledges and agrees that, during the restricted period of six (6) months, they shall not sell, transfer, pledge or otherwise disposal of the Buyer's Shares except in compliance with Rule 144. Any transfer or disposition shall be subject to prior notice to the Buyer.
- 5.5 The Purchase Price includes all components of the Product listed in Schedule 1 and Maintenance and Service Level as described in Schedule 2, as well as any standard accessories, documentation, and licenses necessary for the proper operation and use of the Product.
- 5.6 In the event that the Buyer fails to make any payment when due under this Agreement, the Buyer shall pay interest on the overdue amount at a rate of eight percent (8%) per annum, calculated on a daily basis from the due date until the date of actual payment, without prejudice to any other rights or remedies available to the Vendor under this Agreement or at law.
- 5.7 Notwithstanding to Clause 5.1 and 5.2, the Vendor acknowledge and agrees that the Buyer may satisfy part of the Purchase Price by way of issuance and allotment of the Buyer Shares as stated in the Mode of Payment hereunder.

6. MAINTENANCE AND SERVICE LEVELS

- 6.1 The Vendor shall be responsible for the ongoing maintenance of the Product and/or solution provided under this Agreement for a period of twelve (12) months of the Agreement ("Maintenance Period").
- 6.2 In the event that the Product does not perform as required and/or as agreed during the duration of the Maintenance Period, such failure will be notified as per Clause 18 by the Vendor to the Buyer and shall be remedied by the Vendor within twenty-four (24) hours upon receipt of the notice.
- 6.3 The Vendor shall implement the Product in compliance with, and in manner and to a standard that meets or exceeds, the service level ("SLA") set out in the Schedule 2.
- 6.4 In the event that the Vendor fails to meet the SLA, the following procedure shall be followed:
- (a) the Buyer shall promptly notify the Vendor in writing of the service level breach;
 - (b) the Vendor shall acknowledge the notification and initiate actions to address and resolve the issue.
- 6.5 In the event of a recurring and confirmed breach of the SLA, the Vendor shall provide service credits to the Buyer as compensation. Service credits shall be calculated based on the severity and duration of breach, as mutually agreed upon by both parties.

7. TERM

- 7.1 Both Parties acknowledge and agree that this Agreement shall commence on the date of this Agreement ("**Commencement Date**") and shall be valid until the completion of all obligations under this Agreement, including full delivery, acceptance, and payment for the Product ("**Term**"), unless this Agreement is mutually terminated in writing between the Parties or terminated by either Party due to any breach or default of this Agreement, as the case may be.
- 7.2 This Agreement may be terminated at any time by either Party upon thirty (30) days written notice to the other Party, provided that such termination shall not affect any rights or obligations that have accrued prior to the effective date of termination.
- 7.3 The Parties may mutually agree in writing to extend the scope or term of this Agreement, including any additional fees or obligations that may arise as a result of such extension.
- 7.4 Notwithstanding the termination of this Agreement, the confidentiality obligations in this Agreement shall survive the termination of this Agreement for one (1) year, or until the Confidential Information in question ceases to be confidential, whichever is later.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Each Party shall retain all IP Rights owned by it prior to the Commencement Date ("**Pre- Existing IP**").
- 8.2 Except as expressly stated, no transfer or assignment of ownership of any intellectual property rights is made by either Party under this Agreement. The licenses granted are limited to the scope necessary for the use of the Product.
- 8.3 The Vendor hereby grants to the Buyer a perpetual and non-exclusive license to use any of the Vendor's Pre-Existing IP that is incorporated into or necessary for the use of the Product.
- 8.4 Where any third-party IP Rights are incorporated into the Sale and Purchase, the Vendor shall obtain all necessary licenses and rights and ensure the successful transfer to the Buyer for the Buyer's intended use.

9. CONFIDENTIAL INFORMATION

9.1 Restrictions on use and disclosure

- 9.1.1 The Receiving Party may only use the Confidential Information of the Disclosing Party for the purposes of performing its obligations and exercising its rights under this Agreement.
- 9.1.2 Subject to Clause 7.2, the Receiving Party and its relevant employees, officers, agents and representatives must keep the Disclosing Party's Confidential Information confidential and must not (except as expressly permitted under this Agreement or by law):
 - (a) disclose or use the Disclosing Party's Confidential Information; or
 - (b) make copies of material containing the Disclosing Party's Confidential Information.
- 9.1.3 The Receiving Party must take all reasonable steps to safeguard the Disclosing Party's Confidential Information and comply with any reasonable requirements specified by the Disclosing Party (and agreed by the Parties) from time to time.
- 9.1.4 The Receiving Party must implement reasonable security practices against any unauthorised copying, use, disclosure, access and damage or destruction of the Disclosing Party's Confidential Information.
- 9.1.5 The Receiving Party must (to the extent such is permitted and practicable in the circumstances) notify the Disclosing Party if it:
 - (a) becomes aware of any unauthorised access, copying, use, disclosure, damage destruction of the other Party's Confidential Information, in any form; or
 - (b) is required by law to disclose any of the Disclosing Party's Confidential Information.
- 9.1.6 Each Party must take all reasonable steps to enforce any obligation of confidentiality imposed or required to be imposed by this Agreement.
- 9.1.7 To the extent such is reasonable, each Party will do all things, execute all documents and give all reasonably required assistance to the other Party to enforce any obligation of confidence imposed by this Agreement, subject to all costs, expenses and liability in relation thereto being borne by the enforcing Party.

9.2 Permitted disclosures

The Receiving Party may disclose the Confidential Information of the Disclosing Party:

- 9.2.1 To those of its personnel, advisers, contractors and/or representatives who need to know such Confidential Information and have agreed to keep such Confidential Information confidential on terms substantially similar in all material respects to this Clause 7;
- 9.2.2 to the extent required by law or in order to comply with any rules or regulations of any relevant authorities; or
- 9.2.3 with the prior written consent of the Disclosing Party.

- 9.3 The obligations with respect to Confidential Information disclosed under this Agreement will survive termination or expiry of this Agreement and continue for as long as the information remains confidential.

10. REPRESENTATION, WARRANTIES AND UNDERTAKINGS

10.1 Each of the Parties represents, warrants, and undertakes to the other as follows:

- 10.1.1 it is duly organised or incorporated, validly existing under the laws of their respective countries of its establishment and has full power and authority to own its assets and carry on its business;
- 10.1.2 it has full legal right, power and authority to execute, deliver and perform its obligations under this Agreement;
- 10.1.3 all the necessary corporate resolutions and authorisations to enter into this Agreement and to perform all obligations have been duly obtained;
- 10.1.4 by entering into this Agreement, it is not in breach or in contravention of any law or contract applicable to it;
- 10.1.5 this Agreement, when executed, constitutes legal, valid and binding obligations, enforceable against it in accordance with the terms thereof; and
- 10.1.6 the person signing this Agreement on behalf of it has been duly authorised to execute and deliver this Agreement, including the prior approval by the Board of Directors of the Parties.

11. LIMITATION OF LIABILITY

- 11.1 To the maximum extent permitted by applicable law, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, exemplary or punitive damages, including but not limited to loss of profits, loss of revenue, loss of data, loss of anticipated savings, loss of business opportunity, or damage to goodwill, whether arising in contract, tort (including negligence), statute, equity or otherwise, and even if such Party has been advised of the possibility of such damages.
- 11.2 Each Party's total aggregate liability to the other Party for any and all claims arising out of or in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the total Fees actually paid by the Buyer to the Vendor under this Agreement in the twelve (12) months preceding the event giving rise to the claim.
- 11.3 The above limitations shall not apply to:
 - (a) Any liability arising from a Party's fraud, willful misconduct or gross negligence;
 - (b) A Party's breach of its confidentiality obligations under this Agreement;
 - (c) A Party's indemnification obligations for infringement of third-party intellectual property rights.
- 11.4 Notwithstanding any other provision in this Agreement, the Vendor shall have no liability whatsoever in relation to third-party hardware components supplied under this Agreement except to the extent such liability is recoverable under any applicable manufacturer warranty and only to the extent assignable to the Buyer.

12. COSTS

Each Party will be solely responsible for and bear all of its own respective expenses incurred at any time in connection with this Agreement.

13. GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising from or connected with it shall be governed by, construed and interpreted under the laws of Malaysia. In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement or the performance thereof, the Parties shall first seek to resolve the matter amicably through good faith negotiations. If the Parties are unable to resolve the dispute through such negotiations, the Parties agree to irrevocably submit to the exclusive jurisdiction of the courts of Malaysia.

14. FORCE MAJEURE

14.1 Neither Party hereto shall be liable for any failure on its part to perform any obligations hereunder resulting directly or indirectly from act of God, war or act of war, national emergency, flood, earthquake, boycott, blockade, embargo, strike or lockout (other than a strike or lockout induced by the Party so incapacitated), pandemic, movement control order, the action or inaction of any governmental or local authority, civil disturbance or cause beyond their reasonable control ("**Event of Force Majeure**").

14.2 Each Party shall immediately notify the other Party in writing of the occurrence of any event of Force Majeure applicable to its obligations under this Agreement, its consequences. If either Party considers the event of Force Majeure to be of such severity or to be continuing for an aggregate period of three (3) months such that the Party is unable to perform any of its obligations hereunder, this Agreement may be terminated by that Party by notice in writing to the other Party, which termination may take effect immediately or on the date specified in the notice of termination at the option of the Party issuing the termination notice. Neither Party shall have any liability to the other in respect of the termination of this Agreement as a result of the Event of Force Majeure save and except for any antecedent breach or liability, which has arisen prior to the Event of Force Majeure.

15. SEVERABILITY

Any provision of this Agreement which is invalid in respect of any law, regulation or any authority shall be invalid, without invalidating or affecting the remaining provisions of this Agreement.

16. COUNTERPART

This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters dealt with therein and supersedes any previous agreement or understanding between the Parties hereto in relation to such matters.

18. NOTICE

18.1 Unless expressly stated herein, any notice or communication to be given under this Agreement shall be in writing and be in English Language and may be given or sent:

- (a) by hand;
- (b) by international courier;
- (c) by email

to the Parties at the address as stated in the Preamble of this Agreement.

18.2 All notice and communications by one Party to the other shall be deemed to have been received by the other Party and be effective as follows:

- (a) if by hand, upon written acknowledgement of receipt by a duly authorised officer, employee, agent or representative of the receiving Party;
- (b) if by international courier, five (5) days after notice is posted; and
- (c) if by email, upon sending provided that there is no return email notifying failure of delivery.

[The rest of this page is intentionally left blank]

This Agreement has been signed as and on behalf of each of the Parties hereto and delivered on the date first above written.

Buyer

Signed by)
)
For and on behalf of)
TREASURE GLOBAL INC)
(Registration No. 7908921))

/s/ Carlson Thow

Signatory

Name (in full): Carlson Thow

Vendor

Signed by)
)
For and on behalf of)
NEXE CLOUD LIMITED)
(Registration No.: 2175333))

/s/ Pooi Li Shuang

Signatory

Name (in full): Pooi Li Shuang

SCHEDULE 1

PRODUCT SPECIFICATION COMPONENTS

No.	Description	Particulars
1.	Hardware Infrastructure (Foundation)	• Intel® Xeon® 2423 CPU (AMX optimized) • Server-grade W790 motherboard • DDR5 ECC 256 GB (upgradeable option to 768 GB) • NVIDIA® RTX™ 4060 Ti 16 GB GPU • 1 TB NVMe SSD, enterprise storage ready • Redundant PSU & rack-mount accessories
2.	AI Software Stack (Core Platform)	• Pre-installed dual OS (Windows / Linux) • Integrated ktransformers + OpenWebUI + local LLM stack • Enterprise-ready private knowledge base integration • Optimization for Qwen3, DeepSeek, and future models • Multi-thread concurrency support
3.	Enterprise Integration & Customisation	• On-site setup & secure configuration • Integration with enterprise IT (AD/LDAP, SSO, data pipelines) • Custom connectors to company data sources (SharePoint, SQL, APIs) • Initial knowledge base ingestion (HR, legal, SOPs, R&D data) • Security hardening (firewall, VPN, zero-trust policies)
4.	Training and Onboarding	• Workshops for IT & admin teams • Business user training (AI copilots in workflow) • Documentation, best practices, usage playbooks • Knowledge transfer to internal teams
5.	Enterprise Support/SLA/ Maintenance	• Priority technical support (24/7) • Regular updates & security patches • Performance monitoring & fine-tuning • Scaling roadmap & future model onboarding • Optional: extension beyond Year 1

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SCHEDULE 2

MAINTENANCE AND SERVICE LEVEL

This Schedule 2 spells out the list and particulars of the Service Level to be provided by the Vendor to Buyer in relation to the maintenance under this Agreement.

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DATED OCTOBER 21, 2025

BETWEEN

TREASURE GLOBAL INC
(Registration No.:7908921)

(“the Company”)

AND

THE PARTY WHOSE NAME AND PARTICULAR
STIPULATED IN SECTION 2 OF THE FIRST SCHEDULE

(“the Service Provider”)

SERVICE AGREEMENT

THIS AGREEMENT is made on this date and year stated in Section 1 of the First Schedule (“Agreement Date”).

BETWEEN

The party whose name and particular stipulated in Section 2 of the First Schedule (“the Company”) of the one part.

AND

The party whose name and particular stipulated in Section 3 of the First Schedule (“the Service Provider”) of the other part.

[the Company and Service Provider collectively referred to as “the Parties” and individually referred to as “Party”]

RECITALS:

- (A) The Company is a Nasdaq-listed solutions provider focused on developing digital platforms that enhance user engagement through innovative technologies.
- (B) The Service Provider possesses an extensive business network, commercial relationships, and market expertise enabling it to identify and evaluate emerging companies and business opportunities across various industries.
- (C) The Service Provider, through goodwill and demonstrated capability, has successfully facilitated the placement and promotion of the Company. The Company acknowledges and recognizes the Service Provider’s expertise, experience, and network.
- (D) In consideration of the Service Provider’s skills, experience, and expertise, the Company desires to enter into this Agreement to engage the Service Provider for the provision of certain services (as hereinafter defined). The Service Provider agrees to provide such services to the Company, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereby agree as follows:

1. **DEFINITIONS**

- 1.1 In this Agreement and the Schedule, unless the contrary intention appears, defined terms used in this Agreement have the meaning ascribed in the Second Schedule – Glossary of Terms. Other terms used in this Agreement are defined in context in which they are used and shall have the meanings indicated therein.

2. **INTERPRETATION**

- 2.1 Headings and subheadings in this Agreement are inserted for convenience of reference only and:

- (a) shall not be taken, read or construed as essential parts of this Agreement;
- (b) shall not affect the interpretation and construction of the provisions to which they refer to; and
- (c) shall not limit or extend the language of the provisions to which they refer to.

- 2.2 Reference herein to Recitals and Clauses are to be construed as references to recitals and clauses in this Agreement unless otherwise stated. The words “herein”, “hereof”, “hereunder”, “hereto” or “hereafter” and other words of similar import shall refer to this Agreement as a whole and not to any particular provision.
- 2.3 Save for the definition of the U.S. Law, the word “law” or “laws”) means any present or future law and legislation and any constitution, decree, judgment, legislation, order, ordinance, statutes, treaty directive, by-law, rule or regulation to which this Agreement is governed (but excluding U.S. Law). In relation to U.S. Law, it shall also constitute any present or future law and legislation and any constitution, decree, judgment, legislation, order, ordinance, statutes, treaty, directive, by-law, rule or regulation of the United State of America. If the contents requires that U.S. Law be included in the interpretation of “law” or “laws”, such word shall be interpreted to include U.S. Law. Reference to any law, statute or regulations includes any modifications or re- enactments thereof.
- 2.4 Unless the context otherwise requires, word (including the words defined herein):-
- (a) denoting the singular number shall include the plural and vice versa; and
 - (b) denoting the masculine gender shall include the female and neuter genders and vice versa.
- 2.5 For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of and time begins to run from the date so specified.
- 2.6 The Recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein.
- 2.7 The Schedule and Appendices to this Agreement shall be incorporated into and deemed part of this Agreement and all references to this Agreement shall include the Schedules and Appendixes to this Agreement.
3. **TERM OF AGREEMENT**
- 3.1 Notwithstanding the Agreement Date and subject to Clause 3.2 below, this Agreement shall commence from the date as stipulated in Section 4 of the First Schedule (“Effective Date”) and remain in force for a period of two (2) years from the Effective Date unless otherwise frustrated, rescinded and/or terminated in accordance to Clause 12 herein (“Term”) provided that the Parties shall be opened to commercial negotiations from time to time pertaining to the contents of this Agreement whereby should any such negotiations materialise, the Parties shall record such mutually agreed negotiations into written instrument which shall be supplemental to this Agreement.
- 3.2 Unless the Agreement is otherwise frustrated, rescinded and/or termination in accordance to Clause 12, it is hereby agreed whereupon the expiration of the Term, the Company shall have the discretion to renew the Term for a subsequent fixed period of one (1) year (“Renewed Term”) provided that any such renewal under this provision (if any) shall only be effective upon the Parties agreed in writing in which all the terms and conditions of this Agreement shall, unless otherwise agreed by the Parties in writing, subsist and applicable *mutatis mutandis* to the whole Renewed Term.
- 3.3 During the whole Term and/or Renewed Term (whichever applicable), the Parties shall undertake and perform their respective obligations as set forth in this Agreement and shall do such acts necessary to ensure the successful performance of this Agreement.

4. SCOPE OF SERVICE

4.1 In consideration of the Service Fees as stipulated in Section 5 of the First Schedule payable by the Company to the Service Provider:

- (a) the Service Provider agree to perform strategic sourcing and business opportunity identification service on behalf of the Company, including but not limited to researching, identifying, and profiling potential growth companies ("Target Companies") which may be suitable for acquisition, investment, partnership or other strategic collaboration with the Company. the Service Provider shall use commercially reasonable efforts to ensure that such Target Companies meet the investment or strategic criteria as may be communicated by the Company from time to time.
- (b) the Service Provider agrees to conduct preliminary assessment on the Target Companies identified, including collecting background information, corporate data and market insight necessary for the Company's evaluation. The Service Provider shall prepare and submit a summary profile or opportunity note for each Target Companies sourced, setting out the nature business, key management and rationale for consideration by the Company.
- (c) the Service Provider shall facilitate introductions and coordinate communications between the management of the Target Companies and the Company including arranging meeting, correspondence, and exchange information. The Service Provider shall ensure that any exchange of information is subject to confidentiality undertakings or non-disclosure agreements as may be required by the Company, and shall act with due care to protect the confidentiality and interests of the Company at all times.
- (d) the Service Provider shall, upon request by the Company assist in coordinating preliminary discussions or due-diligence processes, including gathering further information or documentation from the Target Companies. For avoidance of doubt, the Service Provider shall not be deemed to provide financial advisory, or solicitation services, nor shall it have any authority to bind or represent the Company in any transaction without the express written approval of the Company.
- (e) the Service Provider shall provide ongoing reporting and update to the Service Provider on a periodic basis (monthly or as otherwise agreed) summarizing the Target Companies sourced, introductions facilitated, and progress status of each potential opportunity. The Service Provider shall keep proper records of all sourcing activities undertaken and shall promptly inform the Company of any material developments relevant to the opportunities identified.
- (f) the Service Provider shall prepare a strategic market overview report summarising key market sector, emerging business trends, and potential opportunity clusters that may align with the Company's strategic direction.
- (g) the Service Provider shall develop and maintain an opportunity tracking register to record all potential Target Companies identified, introduction, and current status of engagement. The register shall be periodically update and shared with the Company for visibility and monitoring purposes.
- (h) the Service Provider shall provide *ad-hoc* advisory input on business approach, local market practices, or relationship strategy in respect of the Target Companies sourced, as reasonably requested by the Company.
- (i) the Service Provider shall ensure all activities are conducted in compliance with all applicable laws and in a professional manner that upholds the business reputation of the Company, and shall maintain the confidentiality of all information received in the course of performance.

("collectively referred to as "Designated Services")

4.2 the Service Provider shall provide the abovementioned Designated Services in relation to the scope of services and/or any other services which the Parties may from time to time agreed in writing.

5. **INDIVIDUAL CONTRACTOR STATUS**

- 5.1 The Service Provider shall act as independent contractor and no Party shall act as agent for or partner of any of the other Party for any purpose whatsoever, and the employees of one Party shall not be deemed the employees of any of the other Party. No Party shall enter into any agreement with any third party on the other Party's behalf.
- 5.2 Each Party shall remain responsible, for the withholding and payment of all taxes, payroll levies statutory deductions and contributions or such other employee benefit requirement now existing of hereafter enacted and attributable to their respective employees and agents.

6. **DUTY AND RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 6.1 In performing the Designated Services as stated in Clause 4 above, during the Term and/or Extended Term (whichever applicable), the Service Provider agrees:
- (a) to perform all sourcing, identification and coordination works for and on behalf of the Company in a professional, timely and diligent manner, including facilitating communications, meetings, and introductions with the Target Companies as described in Clause 4 above;
 - (b) to ensure that all Target Companies sourced or introduced are genuine, operationally active, and within the business categories or commercial parameters as may be reasonably directed by the Company from time to time;
 - (c) to prepare, compile and furnish such information, company profiles, market intelligence, or documentations relating to the Target Companies as may be required by the Company for its internal assessment and consideration;
 - (d) to act as the primary liaison and point of contact between the Company and Target Companies and to handle all preliminary enquiries, correspondence, and scheduling matters in an orderly and professional manner;
 - (e) to maintain and provide updated records of all sourcing activities, introductions made and communications undertaken on behalf of the Company and to submit such reports or summaries as required under the Clause 4;
 - (f) to maintain the confidentiality of all information received from the Company or obtained in the course of performing the Designated Services and not to disclose such information to any third party without the prior written consent of the Company except as may be required by law; and
 - (g) to ensure that all acts and conduct undertaken in the performance of the Designated Services comply with all applicable laws and regulations and that the Service Provider shall not perform or be deemed to perform any regulated, financial advisory or brokerage activity without the Company's prior written consent.

7. **SERVICE FEES, OUT OF POCKET COSTS AND EXPENSES**

- 7.1 Subject to the payment of sum stipulated in Section 5 of the First Schedule (“Service Fees”) and the sum stipulated in Section 6 of the First Schedule (“Disbursements”) of the hereunder payable by the Company to the Service Provider, each Party shall bear all and any expenses related to or incurred in carrying out its obligations hereunder. For the Service Provider, this clause shall include all costs and expenses in relation to its provisions Designated Services and all related obligations thereto under this Agreement.
- 7.2 Where the Parties share joint responsibility in relation to a particular obligation under this Agreement, each Party shall bear its own costs in carrying out its portion of the obligation.

8. **CHANGE REQUEST**

- 8.1 The Company may during the Term of this Agreement make a change request, addition or variation to the Designated Services or any part thereof (“Change Request”) subject to the terms in Clause 8 herein.
- 8.2 A Change Request can be made to the Service Provider by providing a proposal in writing setting out the details of the Change Request, the impact of such Change Request on the Parties’ respective obligations (including amendment to the Service Fee (if any)), the date or timeframes specified under the statement or work.
- 8.3 Any changes made pursuant to a Change Request shall be subject to sign off by representative of both Parties and shall take effect on such date as mutually agreed in writing. Nothing herein shall derogate the Parties’ rights to effect change to the scope of the Designated Services or timelines by such other mode or method as they mutually deem suitable.

9. **LAW AND REGULATIONS**

- 9.1 The Parties agree to comply with all laws (and changes in such laws) and legal requirements applicable to them in connection with this Agreement and subject to the terms herein, shall cooperate to implement any necessary modifications to the Agreement, prior to the deadline imposed by the regulatory or other governmental body having jurisdiction for such requirement or change, if any.
- 9.2 Neither Party shall take any action in violation of any applicable laws and legal requirement that could result in liability being imposed on the other Party.

10. **SERVICE PROVIDER OBLIGATIONS AND UNDERTAKINGS**

- 10.1 In addition and in relation to the Service Provider’s obligations set out in this Agreement, the Service Provider undertakes as follows:
- (a) to provide its Designated Services in compliance to the terms and conditions of this Agreement;
 - (b) to operate and maintain the Designated Services and any other required for the purpose of performing its obligations and duties under this Agreement at its own costs and expenses;

- (c) to provide the Company with all necessary information, documents and other assistance as the Company may require at any time for any reasonable purpose in relation to this Agreement;
- (d) to execute any other works in relation to the Designated Services as may be required by the Company for its execution of this Agreement;
- (e) to ensure the development, adaptation and/or advisory of any changes required by the Company from time to time at no cost to the Company, unless otherwise agreed by the Parties in writing;
- (f) comply with all applicable laws, ordinances, codes, rules, regulations, guidelines, notices, instructions, directives, directions and determinations of all the relevant authorities or U.S. Law or instructions, directives, directions and determination of all the relevant authorities of the United State of America or with any notices, instructions, guidelines or directives given by the Company in connection with the Designated Services from time to time.

11. SERVICE FEE AND PAYMENT

- 11.1 In consideration of the performance of the Service Provider of its obligation and the provisions of the Designated Services pursuant to this Agreement, unless otherwise agreed by the Parties in writing, the Company shall pay to the Service Provider the Service Fee and Disbursement in the manner and terms of payment as stipulated in Section 7 of the First Schedule thereof ("mode of Payment").
- 11.2 Notwithstanding Clause 11.1, the Service Fees and Disbursement may be subject to review upon Parties' mutual agreement provided that any such review or revision on the Service Fees shall not be effective unless and until such revision is agreed in writing by both Parties.
- 11.3 All taxes, duties and charges of any kind imposed on any of the Parties and/or their officers, agents, employees or representative by any competent tax authority (in Malaysia or elsewhere) in connection with the performance of work under this Agreement shall be the sole responsibility of such Party concerned.

12. TERMINATION

- 12.1 Without prejudice to any other rights that the Parties may have under this Agreement or at law, either Party may terminate this Agreement immediately by notice in writing upon occurrence of any of the following events:
 - 12.1.1 where the Party is in breach of this Agreement which is incapable of being remedied or where the breach is capable of being remedied and the breaching Party fails to remedy a breach of this Agreement of which is has received at least thirty (30) days prior written notice to remedy. Such breach includes but is not limited to where:
 - (a) a Party materially breaches any of its obligations, warranties, representations or undertaking as set forth in this Agreement; or
 - (b) a Party unreasonably delays the performance of its obligation; or
 - (c) a Party's action or inaction goes against the purpose and objectives of this Agreement.

12.1.2 where the other Party:

- (a) becomes or threatens to become or is in jeopardy of becoming subject to any form of insolvency administration; or
- (b) ceases or threatens to cease conducting its business and in the case of the Service Provider where it ceases to operate as a provider of the Designated Services; or
- (c) convenes any meeting of its creditors; or
- (d) passes a resolution or suffers a petition for winding up; or
- (e) has liquidator or receiver appointed over the whole or any part of its assets; or
- (f) takes similar actions under laws of any jurisdiction for the general benefit of creditors of an insolvent or financially troubled subsidiary or parent company.

12.1.3 by mutual agreement of both Parties.

12.2 In addition, and without prejudice to any other provisions herein and this Agreement shall be terminated immediately without liability to either Party if:

- (a) such termination is necessitated by law or by any order or directive from any lawful, regulatory, governmental or statutory authority having jurisdiction over the matters herein; or
- (b) such aforementioned directive or regulation expressly prohibits either Party from performing its obligations under this Agreement.

13. **SUSPENSION OF DESIGNATED SERVICES**

13.1 The Company may without prejudicing any rights and remedies of the Company under this Agreement, the law and/or equity, exercise the rights to suspend the Designated Services at any time during the Term and/or Extended Term (whichever applicable) by notice in writing to the Service Provider for a duration of not more than thirty (30) calendar days without any liability to the Service Provider.

14. **WARRANTIES AND REPRESENTATIONS**

14.1 Further to any other warranties, undertakings and representations in this Agreement, each Party warrants to the other that:

- (a) it has all necessary corporate authority to execute and perform its obligations under this Agreement;
- (b) that the signatories to this Agreement are authorised signatories for the respective Parties and have the authority to execute any documents, for and on behalf of their companies;

- (c) there is no litigation, arbitration, tax claim, dispute or administrative proceeding at present whether current, pending or threatened which is likely to have an adverse effect on its ability to perform its obligations under the Agreement as at Agreement Date and shall keep the other Party duly notified of any such proceeding whether threatened or real that may arise during the terms of this Agreement which may affect its ability to perform its obligations;
- (d) it shall ensure that its conduct will not bring any discredit upon the other Party or cause any nuisance or disruption to the other Party;
- (e) it shall not engage in any activity likely to compromise its ability to perform its obligation under this Agreement; and
- (f) it shall at all times comply with all applicable laws, rules and regulations in effect at the time of the performance of its obligations under this Agreement.

15. CONFIDENTIALITY

15.1 Except as provided by Clauses 15.2 and 15.3 below, the Parties shall at all times during the continuance of this Agreement and after its termination:

- (a) use its best endeavours to keep all Confidential Information confidential and accordingly not to disclose any Confidential Information to any other person; and
- (b) shall not use any Confidential Information for any purpose other than for the purposes of exercising its rights and fulfilling its obligations under this Agreement.

15.2 Any Confidential Information may be disclosed by the receiving Party:

- (a) to any employees or approved sub-contractor of that Party or such other party as may be approved by the disclosing Party pursuant to the Agreement herein, on a need-to-know basis and to such extent only as is necessary for the purposes contemplated by this Agreement; or
- (b) as is required by law or under any regulations or guidelines issued by any governing body; and
- (c) subject always to the receiving Party exercising the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure or use of the Confidential Information as it uses to protect its own Confidential Information and using its best endeavours to ensure that the person or body to whom such disclosure is made (including its sub-licensees and sub-contractors, if any) are bound by obligations of confidentiality no less restrictive than the terms of this Agreement and keeps such Confidential Information confidential and does not use the same except for the purposes for which the disclosure is made. The Parties shall not remove any proprietary notices of the other Party from the other Party's Confidential Information.

- 15.3 The provisions of this Clause 15 shall not apply to any Confidential Information if:
- (a) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the other Party;
 - (b) it is independently developed by the Party without reference to or use of the other Party's Confidential Information;
 - (c) it is already and otherwise known by the other Party through lawful means;
 - (d) it is or becomes part of the public domain through no wrongful act of the receiving Party or any party that obtained the information other than from the receiving Party; or
 - (e) it is rightfully received by the other Party from a third party having the right to disclose such information.
- 15.4 If a receiving Party is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of the disclosing Party's Confidential Information, the receiving Party shall, unless prohibited by law, promptly notify the disclosing Party of such fact and cooperate fully (at the disclosing Party's expense) with the disclosing Party and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing any such legal process, request or order to the extent deemed appropriate by the other Party.
- 15.5 The Parties acknowledge that the remedies at law for breach of any covenant relating to the protection of Confidential Information may be inadequate and each Party shall be entitled to seek injunctive relief or specific performance for any breach of the provisions of this Agreement relating to the protection of its Confidential Information.
- 15.6 Both Parties agree to indemnify and hold the other harmless from and against any claim, loss or expense that the other Party may suffer as a result of the negligence or failure on the part of that Party or its subsidiaries to comply with the requirements as to confidentiality herein.
- 15.7 The obligations of either Party under this Clause 15 shall survive the termination of this Agreement.
16. **FORCE MAJEURE**
- 16.1 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to an event of Force Majeure of which it has notified the other, and the time for performance of that obligation shall be extended accordingly. For the purposes herein, "Force Majeure" shall mean any act, event or circumstance relied on by either Party hereto over which that affected Party could not have reasonably exercised control, including but not limited to acts of God, acts of government or other authorities, fires, lockouts, riots, wars, pandemics, epidemics, inclement weather, earthquakes and other natural disasters.
- 16.2 If the performance by any Party of any of its obligations under this Agreement is affected by an event of Force Majeure for a continuous period in excess of fourteen (14) days, the Parties hereto shall enter into *bona fide* discussions with a view to alleviating the effects or to agreeing upon such alternative arrangements or workarounds as may be fair and reasonable and/or either Party shall have the right to terminate the Agreement with immediate effect by notice to the other Party.

17. **NOTICES**

17.1 Unless expressly stated herein, any notice or communication to be given under this Agreement shall be in writing and be in the English Language and may be given or sent:

- (a) by hand;
- (b) by international courier;
- (c) by e-mail,

to the Parties at the address as stated in Section 2 and Section 3 of the First Schedule.

17.2 All notices and communications by one Party to the other shall be deemed to have been received by the other Party and be effective as follows:

- (a) if by hand, upon written acknowledgement of receipt by a duly authorised officer, employee, agent or representative of the receiving Party;
- (b) if by international courier, five (5) days after notice is posted; and
- (c) if by e-mail, upon sending provided that there is no return email notifying failure of delivery.

18. **MISCELLANEOUS**

18.1 Waiver: No right of the Parties under this Agreement shall be deemed to be waived except by notice in writing signed by the Party granting the waiver and the waiver of any right shall not prejudice the rights of that Party in respect of any subsequent breach of the Agreement.

18.2 Severability: Each provision of this Agreement is severable from the other. If at any time, any provision hereof is or become illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

18.3 Variation: The Parties may vary any of the provisions of this Agreement subject to the written agreement of both Parties.

18.4 Relationship of Parties: Each Party shall bear its own legal fees in relation to the negotiation, preparation and execution of this Agreement. Stamp duty payable on this Agreement shall be borne by the Service Provider.

18.5 Cumulative rights: The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law or in equity.

18.6 Governing Law and Jurisdiction: This Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia. Any dispute, controversy or claim arising out of or in relation to this Agreement including any breach of any terms of this Agreement shall be resolved, insofar as it is possible, by mutual consultation between the Parties. If no settlement is capable to be reached by the Parties, the dispute shall be resolved by the court of Malaysia.

18.7 Entire Agreement: This Agreement together with the Schedule and Appendices herein annexed to shall be binding on the respective successors-in-title of the Parties, permitted assigns and persons deriving title thereunder.

18.8 Non-Exclusivity: This Agreement is entered into by Parties on a non-exclusive basis and nothing in this Agreement shall prevent either Party from dealing with or entering into negotiations, discussions, and agreements with any third party in relation to the subject matter specified herein.

18.9 Counterparts: This Agreement may be executed by facsimile, pdf, digital signature, electronic signature and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF the Parties hereby agree to the terms and conditions set forth in this Agreement including the Schedule and Appendix hereof and have hereunto set their hands and/or by electronic signatures in accordance with the respective local digital signature regulations on the day and year herein before mentioned.

Signed for and on behalf of
TREASURE GLOBAL INC
[Registration No.: 7908921]
by its legal representative
in the presence of :-

Witness

Name:

N.R.I.C. No.:

/s/ Carlson Thow

Signatory

Name: CARLSON THOW

Designation: Chief Executive Officer

Signed for and on behalf of
WESHARE MANAGEMENT SDN BHD
[Company Registration No.:
202201007851 (1453548-X)]
by its legal representative
in the presence of :-

Witness

Name:

N.R.I.C. No.:

/s/ Mohd Fadli Bin Wahab

Signatory

Name: MOHD FADLI BIN WAHAB

Designation: Director

FIRST SCHEDULE
(which is to be taken read and construed as an integral part of this Agreement)

SECTION	DETAILS	DESCRIPTION
1.	Agreement Date	October 21, 2025
2.	The Company	Company Name : TREASURE GLOBAL INC Company Registration No. : 7908921 Register Address : 276 5th Avenue Suite, 704, #739 New York, NY10001 Contact No. : Email Address : Authorized Representative : Carlson Thow
3.	The Service Provider	Company Name : WESHARE MANAGEMENT SDN BHD Company Registration No. : 202201007851 (1453548-X) Business Address : No. 21-2, Jalan Helang 13, Bandar Puchong Jaya, 47100 Puchong, Selangor Contact No. : Email Address : Authorized Representative : Mohd Fadli

4.	Effective Date	October 21, 2025
5.	Service Fees	An aggregate of US Dollar One Million Five Hundred Thousand (US\$1,500,000.00)
6.	Disbursement	-NOT APPLICABLE-
7.	Mode of Payment	All the Service Fee shall be paid in accordance to the terms and conditions as follows: (a) the Service Fees for this Agreement shall be satisfied through the issuance and allotment of common stock of the Company ("TGL Shares") to the Service Provider. The TGL Shares shall have an equivalent value of US\$1,500,000.00 (b) the Company agree to issue and allot the TGL Shares to the Service Provider within three (3) working days from the Effective Date. (c) the issue price per TGL Share shall be at US Dollar Eighty-Five Cents (US\$0.85). (d) the TGL Shares issued to the Service Provider shall be granted on a restricted stock basis for a period of six (6) months from the date of issuance which is subjected to compliance with Rule 144 of the US Securities Act of 1933 ("SA1933") (e) certificates representing the TGL Shares shall bear a restrictive legend as required by applicable securities laws as stated above. The Service Provider acknowledges and agrees that, during the restricted period of six (6) months, they shall not sell, transfer, pledge or otherwise dispose of the TGL shares except in compliance with Rule 144 of SA 1933. Any transfer or disposition shall be subject to prior notice to the Company.

[the remainder of this page is intentionally left blank]

SECOND SCHEDULE

(which is to be taken read and construed as an integral part of this Agreement)

GLOSSARY OF TERM

Authorised Representative	Refers to the authorised representative of each Party responsible to manage the provision and implementation of the Services and the operation and management of the Services as well as this Agreement in accordance with the terms therein
Business Day	Means a day except for a Saturday, Sunday or Public Holiday as appointed under the authority of or as stipulated in the Holiday Act [Act369] to which licensed bank under Financial Service Act 2013 [Act 758] are open for general banking business in Selangor and the expression Business Days shall be construed accordingly.
Change Request	has the meaning ascribed to it in Clause 8
Effective Date	has the meaning ascribed to it in Clause 3.1
Confidential Information	refers to all information and data which is communicated or released to one party (" Disclosing Party ") to the other Party (" Receiving Party ") comprising of but not limited to identifiable methodology, know-how, experience, databases, flow charts, reports, software, codes, tables or other material produced in relation to this Agreement or otherwise (including the negotiations leading to it) and any other information of whatever kind (whether commercial, technical, financial, operational or otherwise, whether communicated verbally, inwriting or in any other form and whether or not expressly stated to be confidential) relating to the Disclosing Party including, but not limited to, its business, products, supplier, customers, and in the case of the Company, includes all Company's data;

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