

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

June 4, 2026
Date of Report (date of earliest event reported)



Bio Green Med Solution, Inc.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

0-50626
(Commission
File Number)

91-1707622
(I.R.S. Employer
Identification Number)

**Level 10, Tower 11, Avenue 5,
No. 8 Jalan Kerinchi, Kuala Lumpur, Malaysia 59200**
(Address of principal executive offices) (Zip code)

(908) 955-0526
(Registrant's telephone number, including area code)

N/A
(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 \$0.001 per share	Company	The Nasdaq Capital Market

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

Business Combination Agreement

On June 4, 2026, Bio Green Med Solution, Inc., a Delaware corporation (the “Company”), Future NRG Sdn. Bhd., a Malaysia private limited company (“FNRG”) and each of the shareholders of FNRG (the “Selling Shareholders”), entered into a Business Combination Agreement (the “BCA”), pursuant to which, among other matters, and subject to the satisfaction or waiver of the conditions set forth in the BCA, the Selling Shareholders will voluntarily exchange all of their ordinary shares in FNRG for shares of common stock, par value \$0.001 of the Company (the “Exchange Shares”), resulting in FNRG becoming a wholly owned subsidiary of the Company (the “Exchange”). The Exchange is intended to qualify for federal income tax purposes as a tax-free reorganization under the provisions of Section 351 of the Internal Revenue Code of 1986, as amended.

Subject to the terms and conditions of the BCA, at the closing of the Exchange: (a) each then-outstanding ordinary share of FNRG will be converted into the right to receive a number of Exchange Shares calculated in accordance with the BCA. Under the exchange ratio formula in the BCA, upon the closing of the Exchange, on a pro forma basis and based upon the number of Exchange Shares to be issued in the Exchange, the Selling Shareholders will own approximately more than 99% of the combined company and pre-Exchange Company stockholders will own approximately less than 1% of the combined company.

In connection with the Exchange, the Company will seek the approval of its stockholders of, among other things, (a) the BCA and the transactions contemplated thereby and against any competing proposals being considered at the meeting (the “Company Exchange Approval Proposals”), and (b) if deemed necessary by the Company and FNRG, an amendment to the Company’s certificate of incorporation to (i) effect a reverse stock split of all outstanding shares of Company common stock (together with Company Exchange Approval Proposals, the “Company Voting Proposals”).

Each of the Company, FNRG and the Selling Shareholders has agreed to customary representations, warranties and covenants in the BCA, including, among others, covenants relating to (a) using commercially reasonable efforts to obtain the requisite approval of its shareholders, (b) non-solicitation of alternative acquisition proposals, (c) the conduct of their respective businesses during the period between the date of signing the BCA and the closing of the Exchange, (d) the Company using commercially reasonable efforts to maintain the existing listing of the Company common stock on The Nasdaq Capital Market and cause the shares of Company common stock to be issued in connection with the Exchange to be approved for listing on The Nasdaq Capital Market prior to the closing of the Exchange, and (e) the Company filing with the U.S. Securities and Exchange Commission (the “SEC”) and causing to become effective a registration statement to register the shares of Company common stock to be issued in connection with the Exchange (the “Registration Statement”).

Consummation of the Exchange is subject to certain closing conditions, including, among other things, (a) approval by Company stockholders of the Company Exchange Approval Proposals, (b) approval by the Selling Shareholders of the adoption and approval of the BCA and the transactions contemplated thereby, (c) Nasdaq's approval of the listing of the shares of Company common stock to be issued in connection with the Exchange, (d) the effectiveness of the Registration Statement, and (e) agreement by all parties to the amount of the Exchange Shares in writing as of the closing date. Each party's obligation to consummate the Exchange is also subject to other specified customary conditions, including regarding the accuracy of the representations and warranties of the other party, subject to the applicable materiality standard, and the performance in all material respects by the other party of its obligations under the BCA required to be performed on or prior to the date of the closing of the Exchange.

The BCA contains certain termination rights of each of the Company and FNRG. In the event the Exchange is not closed by December 31, 2026, either party may terminate the BCA and the transactions contemplated thereunder.

At the effective time of the Exchange (the "Effective Time"), the Board is expected to consist of five members, four of whom will be designated by the Company and will include all of the current members except for Mr. Kiu Cu Seng and one of whom will be designated by FNRG, Mr. Pun Kah Weng.

Lock-Up Agreements

On or prior to the closing of the Exchange, certain of the Selling Shareholders will enter into lock-up agreements (the "Lock-Up Agreements") pursuant to which, subject to specified exceptions, they have agreed not to transfer their shares of Company common stock acquired in connection with the Exchange for a period of 180 days following the closing of the Exchange.

The preceding summaries of the BCA and the Lock-Up Agreements do not purport to be complete and are qualified in their entirety by reference to the BCA and the form of Lock-Up Agreement, which are filed as Exhibits 2.1 and 10.1, respectively, to this Current Report on Form 8-K and which are incorporated herein by reference. The BCA has been attached as an exhibit to this Current Report on Form 8-K to provide investors and securityholders with information regarding its terms. It is not intended to provide any other factual information about the Company or FNRG or to modify or supplement any factual disclosures about the Company in its public reports filed with the SEC. The BCA includes representations, warranties and covenants of the Company, FNRG and the Selling Shareholders made solely for the purpose of the BCA and solely for the benefit of the parties thereto in connection with the negotiated terms of the BCA. Investors should not rely on the representations, warranties and covenants in the BCA or any descriptions thereof as characterizations of the actual state of facts or conditions of the Company, FNRG, the Selling Shareholders or any of their respective affiliates. Moreover, certain of those representations and warranties may not be accurate or complete as of any specified date, may be subject to a contractual standard of materiality different from those generally applicable to SEC filings or may have been used for purposes of allocating risk among the parties to the BCA, rather than establishing matters of fact.

Item 7.01 Regulation FD Disclosure

On June 4, 2026, the Company issued a press release announcing the execution of the BCA. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information set forth in Item 7.01 of this report shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and shall not be deemed to be incorporated by reference in any of the Company's filings with the Securities and Exchange Commission under the Exchange Act or the Securities Act of 1933, as amended, whether made before or after the date hereof and regardless of any general incorporation language in such filings, except as expressly set forth by specific reference in such a filing.

Forward-looking Statements

This current report on Form 8-K and the exhibits filed or furnished herewith contain “forward-looking statements.” Such statements which are not purely historical (including, but not limited to statements that contain words such as “will,” “believes,” “plans,” “anticipates,” “expects,” “intends,” “would,” “could” and “estimates”) are forward-looking statements and include any statements regarding beliefs, plans, expectations or intentions regarding the future, including but not limited to, the consummation of the Transaction.

Important factors, among others, that may affect actual results or outcomes include: (i) changes in domestic and foreign business, market, financial, political and legal conditions; (ii) the inability of the Company and FNRG to consummate the proposed transaction successfully or timely, including the risk that any required approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed transaction or that the approval of the equityholders of the Company and FNRG is not obtained; (iii) failure to realize the anticipated benefits of the proposed transaction; (iv) the ability of the combined company to grow and manage its growth effectively; (v) the ability of each of the Company and FNRG to execute their respective business plan; (vi) estimates of the size of the markets for the combined company’s respective products and services; (vii) the rate and degree of market acceptance of the combined company’s products and services outside of its existing markets; (viii) the Company’s ability to identify and integrate acquisitions; (ix) future investments in technology and operations; (x) potential litigation involving the Company or FNRG; (xi) risks relating to the uncertainty of the projected financial information with respect to FNRG; (xii) the effects of competition on FNRG’s business; (xiii) developments and changes in laws and regulations; (xiv) the impact of significant investigative, regulatory or legal proceedings; (xv) general economic and market conditions impacting demand for the combined company’s products and services; (xvi) the ability to meet Nasdaq’s listing standards prior to and following the consummation of the proposed transaction; and (xvii) such other risks and uncertainties as are discussed in the Company’s Annual Report on Form 10-K filed with the SEC and the Form S-4 to be filed relating to the proposed transaction.

Other factors include the possibility that the proposed transaction does not close, including due to the failure to receive required securityholder approvals, or the failure of other closing conditions. The Company expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Company’s expectations with respect thereto or any change in events, conditions or circumstances on which any statement is based. Actual results could differ from those projected in any forward-looking statements due to numerous factors. These forward-looking statements are made as of the date of this report, and the Company assumes no obligation to update the forward-looking statements, or to update the reasons why actual results could differ from those projected in the forward-looking statements, except as required by law. Although the Company believes that the beliefs, plans, expectations and intentions contained in this report are reasonable, there can be no assurance that such beliefs, plans, expectations or intentions will prove to be accurate. Investors should consult all of the information set forth herein and should also refer to the risk factors disclosure outlined in the Company’s reports and statements filed from time-to-time with the SEC.

No Offer or Solicitation

This Current Report on Form 8-K and the exhibits filed or furnished herewith are not intended to and do not constitute (i) a solicitation of a proxy, consent or approval with respect to any securities or in respect of the proposed transaction or (ii) an offer to sell or the solicitation of an offer to subscribe for or buy or an invitation to purchase or subscribe for any securities pursuant to the proposed transaction or otherwise, nor shall there be any sale, issuance or transfer of securities in any jurisdiction in contravention of applicable law. No offer of securities shall be made except by means of a prospectus meeting the requirements of the Securities Act or an exemption therefrom. Subject to certain exceptions to be approved by the relevant regulators or certain facts to be ascertained, the public offer will not be made directly or indirectly, in or into any jurisdiction where to do so would constitute a violation of the laws of such jurisdiction, or by use of the mails or by any means or instrumentality (including without limitation, facsimile transmission, telephone and the internet) of interstate or foreign commerce, or any facility of a national securities exchange, of any such jurisdiction.

NEITHER THE SEC NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE SECURITIES OR DETERMINED IF THIS CURRENT REPORT ON FORM 8-K AND THE EXHIBITS FILED OR FURNISHED HEREWITH ARE TRUTHFUL OR COMPLETE.

Important Additional Information About the Proposed Transaction Will be Filed with the SEC

This Current Report on Form 8-K and the exhibits filed or furnished herewith are not substitutes for the registration statement or for any other document that the Company may file with the SEC in connection with the proposed transaction. In connection with the proposed transaction between the Company and FNRG, the Company intends to file relevant materials with the SEC, including a registration statement on Form S-4 that will contain a proxy statement/prospectus of the Company. THE COMPANY URGES INVESTORS AND STOCKHOLDERS TO READ THE REGISTRATION STATEMENT, PROXY STATEMENT/PROSPECTUS AND ANY OTHER RELEVANT DOCUMENTS THAT MAY BE FILED WITH THE SEC, AS WELL AS ANY AMENDMENTS OR SUPPLEMENTS TO THESE DOCUMENTS, CAREFULLY AND IN THEIR ENTIRETY IF AND WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE COMPANY, FNRG, THE PROPOSED TRANSACTION AND RELATED MATTERS. Investors and stockholders will be able to obtain free copies of the proxy statement/prospectus and other documents filed by the Company with the SEC (when they become available) through the website maintained by the SEC at www.sec.gov or by directing a request to Bio Green Med Solution, Inc. via email to: ir@BGMS.com.

Participants in the Solicitation

The Company, FNRG and their respective directors and executive officers may be considered participants in the solicitation of proxies in connection with the proposed transaction. Information about the Company's directors and executive officers is included in the Company's most recent Annual Report on Form 10-K, including any information incorporated therein by reference, as filed with the SEC on March 30, 2026. Additional information regarding the persons who may be deemed participants in the solicitation of proxies will be included in the proxy statement/prospectus relating to the proposed transaction when it is filed with the SEC. These documents can be obtained free of charge from the sources indicated above.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.

Description

2.1	Business Combination Agreement dated June 4, 2026
10.1	Form of Lock-Up Agreement
99.1	Press Release dated June 4, 2026
104	Cover Page Interactive Data File (embedded within 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, thereunto duly authorized.

Date: June 4, 2026

Bio Green Med Solution, Inc.

By: /s/ Datuk Dr. Doris Wong Sing Ee

Name: Datuk Dr. Doris Wong Sing Ee

Title: Chief Executive Officer and Executive Director

BUSINESS COMBINATION AGREEMENT

by and among

Bio Green Med Solution, Inc.,

Future NRG Sdn. Bhd.,

and

Selling Shareholders

dated as of June 4, 2026

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 THE EXCHANGE	1
1.1 Share Exchange	1
1.2 Effects of the Exchange	2
1.3 Closing	2
1.4 Effective Time of the Exchange	2
1.5 Directors and Officers	3
ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND SELLING SHAREHOLDERS	3
2.1 Organization, Standing and Corporate Power	3
2.2 Subsidiaries	3
2.3 Capital Structure of the Company	3
2.4 Corporate Authority; Noncontravention	4
2.5 Governmental Authorization	4
2.6 Financial Statements	4
2.7 Absence of Certain Changes or Events	5
2.8 Certain Fees	5
2.9 Litigation; Labor Matters; Compliance with Laws	5
2.10 Benefit Plans	6
2.11 Tax Returns and Tax Payments	6
2.12 Environmental Matters	7
2.13 Material Contract Defaults	8
2.14 Accounts Receivable	8
2.15 Properties	8
2.16 Intellectual Property	9
2.17 Board Recommendation and Affirmative Vote	11
2.18 Undisclosed Liabilities	11
2.19 Cybersecurity	11
2.20 Parent Information	11
2.21 Transactions with Affiliates	12
2.22 Certain Business Practices	12
2.23 Independent Investigation	12

2.24	No Other Representations or Warranties	13
2.25	Full Disclosure	13
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF PARENT		13
3.1	Organization, Standing and Corporate Power	13
3.2	Subsidiaries	13
3.3	Capital Structure of Parent	13
3.4	Corporate Authority; Noncontravention	14
3.5	Government Authorization	14
3.6	SEC Documents; Undisclosed Liabilities; Financial Statements	14
3.7	Absence of Certain Changes	15
3.8	Certain Fees	16
3.9	Litigation; Labor Matters; Compliance with Laws	16
3.10	Benefit Plans	16
3.11	Tax Returns and Tax Payments	17
3.12	Environmental Matters	17
3.13	Material Contract Defaults	17
3.14	Accounts Receivable	17
3.15	Properties	18
3.16	Intellectual Property	18
3.17	Board Determination and Vote Required	18
3.18	Required Parent Share Issuance Approval	18
3.19	Undisclosed Liabilities	18
3.20	Independent Investigation	18
3.21	No Other Representations or Warranties	19
3.22	Full Disclosure	19
ARTICLE 4 COVENANTS OF THE COMPANY		19
4.1	Conduct of the Company Business	19
4.2	Reserved	20
4.3	Satisfaction of Conditions Precedent	20
4.4	No Other Negotiations	21
4.5	Access	21
4.6	Notification of Certain Matters	21
ARTICLE 5 COVENANTS OF PARENT		21
5.1	Obligations of Parent	21
5.2	Conduct of the Parent Business	22
5.3	Access	22

5.4	Notification of Certain Matters	22
5.5	Listing	22
5.6	Satisfaction of Conditions Precedent	22
5.7	Section 16 Matters	23
5.8	No Other Negotiations	23
ARTICLE 6 COVENANTS OF PARENT AND THE COMPANY		23
6.1	Notices of Certain Events	23
6.2	Public Announcements; Confidentiality	24
6.3	Transfer Taxes	24
6.4	Reasonable Efforts	24
6.5	Fees and Expenses	25
6.6	Legends	25
6.7	Registration Statement; Proxy Statement	25
6.8	Company Shareholder Written Consent	27
6.9	Parent Stockholder Meeting	28
ARTICLE 7 CONDITIONS TO EXCHANGE		28
7.1	Condition to Obligation of Each Party to Effect the Exchange	28
7.2	Additional Conditions to Obligations of Parent	29
7.3	Additional Conditions to Obligations of the Company	30
ARTICLE 8 TERMINATION		31
8.1	Termination	31
8.2	Notice of Termination	32
8.3	Effect of Termination	32
ARTICLE 9 SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS		32
ARTICLE 10 GENERAL PROVISIONS		32
10.1	Notices	32
10.2	Amendment	33
10.3	Waiver	33
10.4	Failure or Indulgence Not Waiver; Remedies Cumulative	34
10.5	Headings	34
10.6	Severability	34
10.7	Entire Agreement	34
10.8	Assignment	34
10.9	Parties In Interest	34
10.10	Governing Law	35

10.11	Waiver of Jury Trial.	35
10.12	Counterparts	35
10.13	Attorneys' Fees	35
10.14	Representation	35
10.15	Drafting	35
10.16	Interpretation	35
Signatures		S-1
Exhibit A – Certain Definitions		A-1
Exhibit B – Selling Shareholders Share Allocation		B-1
Exhibit C – Malaysia Form of Transfer		C-1
Exhibit D - Post-Closing Directors		D-1
Exhibit E – Form of Shareholder Representation Letter		E-1
Exhibit F – Form of Lock-Up Agreement		F-1

BUSINESS COMBINATION AGREEMENT

THIS BUSINESS COMBINATION AGREEMENT (this or the “**Agreement**” is made and entered into as of June 4, 2026, by and among Bio Green Med Solution, Inc., a Delaware corporation (“**Parent**”), Future NRG Sdn. Bhd., a Malaysian private limited company (the “**Company**”) and the shareholders of the Company as set forth on Exhibit B attached hereto (collectively, the “**Selling Shareholders**” and together with Parent, and the Company, the “**Parties**” and each, a “**Party**”). Certain other capitalized terms used in this Agreement are defined in Exhibit A attached hereto.

RECITALS

WHEREAS, Parent is a Delaware corporation listed on the Nasdaq under the symbol “BGMS;”

WHEREAS, the Parties hereto intend to effect a share exchange between Parent and the Selling Shareholder (the “**Exchange**”), in which the Company will become a wholly-owned subsidiary of Parent, in accordance with this Agreement and the DGCL and Malaysian Companies Act;

WHEREAS, the Board of Directors of Parent has (a) determined that this Agreement, the Exchange and the transactions contemplated under this Agreement are in the best interest of Parent and its stockholders, (b) approved the Exchange, (c) adopted this Agreement, and (d) determined to recommend that its stockholders adopt, authorize and approve this Agreement, the Exchange and the transactions contemplated under this Agreement;

WHEREAS, the Board of Directors of the Company and the Selling Shareholders have (a) determined that this Agreement, the Exchange and the transactions contemplated under this Agreement are in the best interest of the Company, (b) approved the Exchange, and (c) adopted this Agreement;

WHEREAS, each of Parent, the Company and the Selling Shareholders desires to make certain representations, warranties, covenants and agreements in connection with the Exchange and the other transactions contemplated by this Agreement and also to prescribe various conditions to the consummation thereof; and

WHEREAS, for U.S. federal income Tax purposes, the Parties intend, and each Party acknowledges, that the Exchange will qualify as a tax-free exchange of property under the provisions of Section 351 of the Internal Revenue Code of 1986, as amended (the “**Code**”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, representations, warranties, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1

THE EXCHANGE

1.1 Share Exchange. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the DGCL, at the Closing (as hereinafter defined), the Parties shall do the following:

(a) The Selling Shareholders shall convey, assign, and transfer all of their right, title and interest to the Company Ordinary Shares (individually, a “**Share**”; and collectively, the “**Shares**”) to Parent by delivering to Parent executed and transferrable Share certificates (if certificated) endorsed in blank (or accompanied by duly executed stock powers endorsed in blank) in proper form for transfer, or if uncertificated, other applicable transfer instrument in accordance with the Malaysian Companies Act. The Shares transferred to Parent at the Closing shall constitute one hundred (100%) percent of the issued and outstanding shares of capital stock of the Company.

(b) As consideration for its acquisition of the Shares and without any action on the part of any Party or the holders of securities of Parent or the Company, each Share issued and outstanding immediately prior to the Effective Time shall be converted into, and the holder thereof shall be entitled to receive a number of shares of Parent Common Stock equal to the quotient of (i) the Transaction Consideration Shares divided by (ii) the total number of Shares issued and outstanding immediately prior to the Effective Time. The aggregate amount of shares of Parent Common Stock (the “**Exchange Shares**”) shall be issued to the Selling Shareholders by issuance of book-entry shares representing the Exchange Shares in accordance with the applicable provisions of the DGCL, and the Transfer Agent shall be instructed to update the register of stockholders of Parent.

(c) For federal income tax purposes, the Exchange is intended to constitute a tax-free exchange of property within the meaning of Section 351 of the Code, and the Parties shall report the transactions contemplated by this Agreement consistent with such intent and shall take no position in any tax filing or legal proceeding inconsistent therewith. None of Parent, the Company or the Selling Shareholders has taken or failed to take, and after the Effective Time, Parent shall not take or fail to take, any action which reasonably could be expected to cause the Exchange to fail to qualify as a tax-free exchange of property within the meaning of Section 351 of the Code.

1.2 Effects of the Exchange. The Exchange shall have the effects set forth in the applicable provisions of the DGCL and Malaysian Companies Act.

1.3 Closing. Upon the terms and subject to the conditions set forth herein and unless this Agreement has been terminated pursuant to its terms, the closing of the Exchange (the “**Closing**”) shall take place remotely, at the date and time to be specified by the Parties hereto, which date shall be no later than three (3) Business days after the date on which the conditions to Closing set forth in Article 7 of this Agreement shall have been satisfied or, to the extent permitted hereunder, waived by the appropriate Party (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted hereunder, waiver of all such conditions) or at such other time, date or location as the parties hereto agree. The date on which the Closing actually occurs and the transactions contemplated hereby become effective is hereinafter referred to as the “**Closing Date**.” At the time of the Closing, Parent, the Company and the Selling Shareholders shall deliver the certificates and other documents and instruments required to be delivered hereunder.

1.4 Effective Time of the Exchange. Subject to the provisions of this Agreement, at the Closing, the Parties hereto shall (a) cause a Form Section 105 (Form of Transfer of Securities) in substantially the form of Exhibit C (the “**Malaysia Form of Transfer**”) to be executed, acknowledged and filed with the Companies Commission of Malaysia, as provided in sections 105 and 106 of the Malaysian Companies Act and (b) take all such other and further actions as may be required by the Malaysian Companies Act or other applicable Law to make the Exchange effective. The Exchange shall become effective as of the date and time of the filing of the Malaysia Form of Transfer or at such later date or time as may be agreed by the Company and Parent in writing and specified in the Malaysia Form of Transfer in accordance with relevant provisions of the Malaysian Companies Act. The date and time of such effectiveness are referred to herein as the “**Effective Time**.”

1.5 Directors and Officers. The directors of Parent, the Company and its Subsidiaries shall, from and after the Effective Time, be as set forth on Exhibit D attached hereto, until their successors shall have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the Malaysian Companies Act and the Company Governing Documents. The officers of Parent and the Company and its Subsidiaries shall, from and after the Effective Time remain the same.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND SELLING SHAREHOLDERS

The Company and each of the Selling Shareholders jointly and severally represent and warrant to Parent that, except as set forth in the disclosure schedules delivered by the Company to Parent (the “**Company Disclosure Schedule**”) prior to the execution of this Agreement:

2.1 Organization, Standing and Corporate Power. The Company is duly organized, validly existing and in good standing under the Malaysian Companies Act and has the requisite corporate power and authority to own, lease and operate its properties and carry on its business as now being conducted. The Company holds, to the extent legally required to operate its business as such business is being operated as of the date hereof, all Permits, except for any Permits for which the failure to obtain or hold would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. The Company is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed or to be in good standing (individually or in the aggregate) would not have a Material Adverse Effect.

2.2 Subsidiaries. The Company has no subsidiaries.

2.3 Capital Structure of the Company. As of the date of this Agreement, the number of shares and type of all authorized, issued and outstanding capital shares of the Company, and all capital shares reserved for issuance under the Company’s various option and incentive plans is specified on Schedule 2.3. All outstanding capital shares of the Company are duly authorized, validly issued, fully paid and nonassessable and, except as set forth in Schedule 2.3, not subject to preemptive rights. Except for the Company Ordinary Shares and as set forth on Schedule 2.3, there are no outstanding bonds, debentures, notes or other indebtedness or other securities of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters. As of immediately prior to the Effective Time, there will be no outstanding indebtedness of the Company convertible into capital shares of the Company. Except as set forth in Schedule 2.3, there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which the Company is a party or by which it is bound obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional capital shares or other equity or voting securities of the Company or obligating the Company to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. There are no outstanding contractual obligations, commitments, understandings or arrangements of the Company to repurchase, redeem or otherwise acquire or make any payment in respect of any capital shares of the Company. Except as set forth on Schedule 2.3, there are no agreements or arrangements pursuant to which the Company is or could be required to register Company Ordinary Shares or other securities under the Securities Act or other agreements or arrangements with or among any security holders of the Company with respect to securities of the Company.

2.4 Corporate Authority; Noncontravention. The Company has all requisite corporate power and authority to enter into this Agreement and, subject to receipt of the approval of its shareholders and the filing of the Malaysia Form of Transfer with the Companies Commission of Malaysia, to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been (or at Closing will have been) duly authorized by all necessary corporate action on the part of the Company. This Agreement has been duly executed and when delivered by the Company shall constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, conflict with, or result in any breach or violation of, or Default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or "put" right with respect to any obligation or to a loss of a material benefit under, or result in the creation of any Lien upon any of the properties or Assets of the Company under, (i) the Governing Documents of the Company, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, Permit, concession, franchise or license applicable to the Company, its properties or Assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, Order, decree, statute, Law, ordinance, rule, regulation or arbitration award applicable to the Company, its properties or Assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, Defaults, rights, losses or Liens that individually or in the aggregate would not have a Material Adverse Effect with respect to the Company or would not prevent, hinder or materially delay the ability of the Company to consummate the transactions contemplated by this Agreement.

2.5 Governmental Authorization. No consent, approval, Order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Entity is required to be obtained or made by the Company in connection with the execution and delivery of this Agreement by the Company or the consummation by the Company of the transactions contemplated hereby, except any filings required under the Malaysian Companies Act, the DGCL, the Securities Act, the Exchange Act, or any applicable United States state securities or "blue sky" laws.

2.6 Financial Statements.

(a) At or prior to Closing, Parent will have received a copy of the audited financial statements of the Company for the fiscal years ended December 31, 2024, and 2025 (collectively, the "**Company Financial Statements**"). The Company Financial Statements fairly present in all material respects the financial position of the Company at the dates indicated and its results of operations and cash flows for the periods then ended and, to the Knowledge of the Company, except as indicated therein, reflect, as of the dates indicated, all debts and liabilities of the Company, fixed or contingent, and of a nature required to be disclosed on a balance sheet, that are, individually or in the aggregate, material to the business, results of operation, or financial condition of the Company.

(b) Since January 1, 2026 (the "**Company Balance Sheet Date**"), there has been no Material Adverse Effect with respect to the Company.

(c) Except as set forth on Schedule 2.6 or as contemplated by this Agreement, since the Company Balance Sheet Date, the Company has not (i) issued, sold or otherwise disposed of, or agreed to issue, sell or otherwise dispose of, any capital shares or any other security of the Company or (ii) granted, or agreed to grant, any option, warrant or other right to subscribe for or to purchase any capital shares or any other security of the Company.

2.7 Absence of Certain Changes or Events. Except as set forth on Schedule 2.7 or in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, since the Company Balance Sheet Date, the Company has conducted its business only in the ordinary course consistent with past practice and there is not and has not been any:

(a) event, which, if it had taken place following the execution of this Agreement, would not have been permitted by Section 4.1 without prior consent of Parent;

(b) condition, event or occurrence which could reasonably be expected to prevent, hinder or materially delay the ability of the Company to consummate the transactions contemplated by this Agreement;

(c) incurrence, assumption or guarantee by the Company of any indebtedness for borrowed money other than in the ordinary course and in amounts and on terms consistent with past practices;

(d) creation or other incurrence by the Company of any Lien on any asset other than in the ordinary course consistent with past practices;

(e) labor dispute, other than routine, individual grievances, or, to the Knowledge of the Company, any activity or proceeding by a labor union or representative thereof to organize any employees of the Company or any lockouts, strikes, slowdowns, work stoppages or, to the Knowledge of the Company, threats by or with respect to such employees to do any of the foregoing;

(f) payment, prepayment or discharge of any material liability other than in the ordinary course of business or any failure to pay any material liability when due;

(g) material write-offs or write-downs of any Assets of the Company;

(h) damage, destruction or loss of any Assets of the Company having, or reasonably expected to have, a Material Adverse Effect on the Company;

(i) other condition, event or occurrence which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect with respect to the Company; or

(j) agreement or commitment to do any of the foregoing.

2.8 Certain Fees. Except as set forth on Schedule 2.8, no brokerage or finder's fees or commissions are or will be payable by the Company to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

2.9 Litigation; Labor Matters; Compliance with Laws.

(a) Except as set forth on Schedule 2.9, as of the date of this Agreement, there is no suit, action or proceeding or, to the Knowledge of the Company, investigation pending or, to the Knowledge of the Company, threatened against or affecting the Company, or, to the Knowledge of the Company, any basis for any such suit, action, proceeding or investigation, in each case that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect with respect to the Company or prevent, hinder or materially delay the ability of the Company to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, or Order of any Governmental Entity or arbitrator outstanding against the Company having, or which, insofar as reasonably could be foreseen by the Company in the future could have, any such effect.

(b) The Company is not a party to, or bound by, any collective bargaining agreement, Contract or other agreement or understanding with a labor union or labor organization, nor is it, as of the date of this Agreement, the subject of any proceeding asserting that it has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment nor, as of the date of this Agreement, is there any strike, work stoppage or other labor dispute involving it pending or, to its Knowledge, threatened, in each case that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect with respect to Company.

(c) The Company is in compliance with all statutes, Laws, regulations, ordinances, rules, judgments, Orders, decrees or arbitration awards applicable to the Company or by which the Company or any of its businesses or properties is bound, except for such non-compliance that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

(d) The Company is, and during the past three (3) years have been, in compliance with all applicable regulatory requirements relating to the licensing, permitting, manufacturing, storage, distribution, and sale of their products and services, including all applicable requirements of the Department of Environment of Malaysia, the Energy Commission of Malaysia, and any other applicable Governmental Entity with jurisdiction over the Company's renewable energy and waste management operations. All licenses, permits, approvals, and authorizations required under applicable Malaysian Law for the operation of the Company's business have been duly obtained and are in full force and effect, and no material violations have been recorded against any such licenses, permits, approvals, or authorizations.

2.10 Benefit Plans. Except as set forth on Schedule 2.10, the Company is not a party to any Benefit Plan under which the Company currently has an obligation to provide benefits to any current or former employee, officer or director of the Company. As used herein, "**Benefit Plans**" shall mean any employee benefit plan, program, or arrangement of any kind, including any defined benefit or defined contribution plan, share ownership plan, executive compensation program or arrangement, bonus plan, incentive compensation plan or arrangement, profit sharing plan or arrangement, deferred compensation plan, agreement or arrangement, supplemental retirement plan or arrangement, vacation pay, sickness, disability, or death benefit plan (whether provided through insurance, on a funded or unfunded basis, or otherwise), medical or life insurance plan providing benefits to employees, retirees, or former employees or any of their dependents, survivors, or beneficiaries, employee share option or share purchase plan, severance pay, termination, salary continuation, or employee assistance plan.

2.11 Tax Returns and Tax Payments.

(a) The Company has timely filed with the appropriate taxing authorities all material Tax Returns required to be filed by it (taking into account all applicable extensions). All such Tax Returns are true, correct and complete in all material respects. All material Taxes due and owing by the Company have been paid (whether or not shown on any Tax Return and whether or not any Tax Return was required). Except as set forth on Schedule 2.11, the Company is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax. No claim has ever been made in writing or, to the Knowledge of the Company, otherwise addressed to the Company by a taxing authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. The unpaid Taxes of the Company did not, as of the Company Balance Sheet Date, materially exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the most recent balance sheet included in the Company Financial Statements (rather than in any notes thereto). Since the Company Balance Sheet Date, the Company has not incurred any material liability for Taxes outside the ordinary course of business consistent with past practice. As of the Closing Date, the unpaid Taxes of the Company will not materially exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the books and records of the Company.

(b) No material claim for unpaid Taxes has been made or asserted in writing against the Company or become a Lien against the property of the Company, no audit of any Tax Return of the Company is being conducted by a tax authority, and no extension of the statute of limitations on the assessment of any Taxes has been granted by the Company and is currently in effect. The Company has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder or other third party.

(c) As used herein, “**Tax Return**” shall mean any return, report or statement required to be filed with any governmental authority with respect to Taxes.

2.12 Environmental Matters. Except for such matters as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company:

(a) The Company is, and during the past three (3) years have been, in compliance in all material respects with all applicable Environmental Laws, including all permits, approvals, licenses, registrations, and authorizations issued by any Governmental Entity, including the Department of Environment of Malaysia (DOE). The Company has not received any unresolved written notice of material violation of Environmental Laws, nor is the Company subject to any pending or, to the Knowledge of the Company, threatened investigation, enforcement action, or proceeding by a Governmental Entity relating to Environmental Laws.

(b) Without limiting the generality of Section 2.12(a), the Company is, and during the past three (3) years have been, in compliance in all material respects with all applicable Malaysian Laws governing the generation, segregation, handling, storage, labeling, transportation, treatment, and disposal of scheduled waste, clinical waste, infectious waste, pathological waste, pharmaceutical waste, sharps, and other regulated healthcare waste (collectively, “**Medical Waste**”), including without limitation: the Environmental Quality Act 1974, the Environmental Quality (Scheduled Wastes) Regulations 2005, and applicable requirements of the DOE and relevant local authorities. The Company holds all material licenses, approvals, registrations, and permits required under Malaysian Law to conduct its Medical Waste operations (the “**Medical Waste Permits**”), all of which are valid, in full force and effect, and not subject to suspension or revocation.

(c) The Company maintains commercially reasonable procedures designed to ensure that only Medical Waste permitted under applicable Law and the Medical Waste Permits is accepted and processed, and prohibited waste streams are not knowingly accepted or treated. To the Knowledge of the Company, the Company has not materially handled, treated, or disposed of waste outside the scope of its Medical Waste Permits.

(d) The transportation of Medical Waste by or on behalf of the Company is conducted in all material respects in compliance with applicable Malaysian Law. There have been no unauthorized releases, spills, or disposals of Medical Waste at or from any Company facility that have resulted in unresolved material environmental liability, nor is the Company subject to any pending remediation or corrective action obligation arising from its Medical Waste operations.

(e) No releases of Hazardous Materials have occurred at, from, in, to, on or under any real property currently or formerly owned, operated or leased by the Company or any predecessor thereof and no Hazardous Materials are present in, on, about or migrating to or from any such property.

(f) The Company has no liability, absolute or contingent, under any Environmental Law, and there are no past, pending or, to the Knowledge of the Company, threatened claims under Environmental Laws against the Company and Company is not aware of any facts or circumstances that could reasonably be expected to result in a liability or claim against the Company pursuant to Environmental Laws.

2.13 Material Contract Defaults. Except as set forth on Schedule 2.13, the Company is not, and has not received any written notice or has any Knowledge that any other Party is, in Material Contract Default under any Company Material Contract; and, to the Knowledge of the Company, there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such a Material Contract Default under any Company Material Contract. For purposes of this Agreement, a “**Company Material Contract**” means any Contract that is in effect as of the Closing Date to which the Company is a party (i) with expected receipts or expenditures in excess of \$100,000, (ii) requiring the Company to indemnify any person, other than any Contract providing for indemnification of customers or other Persons pursuant to Contracts entered into in the ordinary course of business, (iii) granting exclusive rights to any party, or (iv) evidencing indebtedness for borrowed or loaned money in excess of \$100,000, including guarantees of such indebtedness. Schedule 2.13 contains a true, correct and complete list of all Company Material Contracts. The Company has made available to Parent true, correct and complete copies of each Company Material Contract. Each Company Material Contract is valid, binding and enforceable in accordance with its terms and is in full force and effect, except as may be limited by bankruptcy, insolvency or similar Laws affecting creditors’ rights generally. Neither the Company nor any other party thereto is in material breach or default under any Company Material Contract, and no event has occurred that, with notice or lapse of time or both, would constitute a material breach or default thereunder or permit termination, modification, or acceleration thereunder. The Company has not received any written notice that any party to any Company Material Contract intends to cancel, terminate, or materially modify such Company Material Contract.

2.14 Accounts Receivable. All of the accounts receivable of the Company that are reflected on the most recent balance sheet included in the Company Financial Statements or the accounting records of the Company as of the Closing (collectively, the “**Accounts Receivable**”) represent or will represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business and are not subject to any defenses, counterclaims, or rights of set off other than those arising in the ordinary course of business and for which adequate reserves have been established. The Accounts Receivable are fully collectible to the extent not reserved for on the balance sheet on which they are shown or on the accounting records of the Company.

2.15 Properties. Except as set forth on Schedule 2.15, the Company has valid land use rights for all real property that is material to its business and good, clear and marketable title to all the tangible properties and tangible Assets reflected in the latest balance sheet included in the Company Financial Statements as being owned by the Company or acquired after the date thereof which are, individually or in the aggregate, material to the Company’s business (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business), free and clear of all Material Liens. Any real property and facilities held under lease by the Company is held by it under valid, subsisting and enforceable leases of which the Company is in compliance, except as could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

2.16 Intellectual Property.

(a) As used in this Agreement, “**Intellectual Property**” means all right, title and interest in or relating to all intellectual property, whether protected, created or arising under the laws of the United States or any other jurisdiction or under any international convention, including, but not limited to the following: (a) service marks, trademarks, trade names, trade dress, logos and corporate names (and any derivations, modifications or adaptations thereof), Internet domain names and Internet websites (and content thereof), together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions thereof (collectively, “**Marks**”); (b) patents and patent applications, including all continuations, divisionals, continuations-in-part and provisionals and patents issuing thereon, and all reissues, reexaminations, substitutions, renewals and extensions thereof (collectively, “**Patents**”); (c) copyrights, works of authorship and moral rights, and all registrations, applications, renewals, extensions and reversions thereof (collectively, “**Copyrights**”); (d) confidential and proprietary information, trade secrets and non-public discoveries, concepts, ideas, research and development, technology, know-how, formulae, inventions (whether or not patentable and whether or not reduced to practice), compositions, processes, techniques, technical data and information, procedures, designs, drawings, specifications, databases, customer lists, supplier lists, pricing and cost information, and business and marketing plans and proposals, in each case excluding any rights in respect of any of the foregoing that comprise or are protected by Patents (collectively, “**Trade Secrets**”); and (e) Technology. For purposes of this Agreement, “**Technology**” means all Software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether or not patentable and whether or not reduced to practice), apparatus, creations, improvements and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other embodiments of any of the foregoing, in any form or media whether or not specifically listed herein. Further, for purposes of this Agreement, “**Software**” means any and all computer programs, whether in source code or object code; databases and compilations, whether machine readable or otherwise; descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing; and all documentation, including user manuals and other training documentation, related to any of the foregoing.

(b) Schedule 2.16 sets forth a list, as of the date of this Agreement, of all: (a) Company-Owned IP that is the subject of any issuance, registration, certificate, application or other filing by, to or with any Governmental Authority or authorized private registrar, including registered Marks, registered Copyrights, issued Patents, domain name registrations and pending applications for any of the foregoing; (b) material unregistered Company-Owned IP, including, but not limited to all Software developed by or for the Company; and (c) any Software not exclusively owned by the Company and incorporated, embedded or bundled with any Software listed in clause (b) above (except for commercially available software and so-called “shrink wrap” software licensed to the Company on reasonable terms through commercial distributors or in consumer retail stores for a license fee of no more than \$20,000).

(c) The Company is the exclusive owner of or, to the Knowledge of the Company, has a valid and enforceable right to use all Intellectual Property listed for the Company in Schedule 2.16 (and any other Intellectual Property required to be listed in Schedule 2.16) as the same are used, sold, licensed and otherwise commercially exploited by the Company, free and clear of all Material Liens, and no such Intellectual Property has been abandoned, except in each case as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. To the Knowledge of the Company, the Company-Owned IP and the material Intellectual Property licensed to it pursuant to, to the Knowledge of the Company, valid and enforceable written license agreements include all of the material Intellectual Property necessary and sufficient to enable the Company to conduct its business in substantially the manner in which such business is currently being conducted. To the Knowledge of the Company, its rights in and to the Company-Owned IP are valid and enforceable, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

(d) The Company has not received, and is not aware of, any written or oral notice of any reasonable basis for an allegation against the Company of any infringement, misappropriation, or violation by the Company of any rights of any third party with respect to any Intellectual Property, and the Company is not aware of any reasonable basis for any claim challenging the ownership, use, validity or enforceability of any Intellectual Property owned, used or held for use by the Company, in each case except for such allegations or claims that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. To the Knowledge of the Company, no third party is infringing, misappropriating, or otherwise violating (or has infringed, misappropriated or violated) any Company-Owned IP or Intellectual Property exclusively licensed to the Company, except as would not be reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

(e) Except as would not be reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, (a) the conduct of the business of the Company is not infringing, misappropriating or otherwise violating any Intellectual Property rights of any third parties, and (b) the Company is not aware of any infringement, misappropriation or violation of any third-party rights which will occur as a result of the continued operation of the Company as presently operated and/or the consummation of the transaction contemplated by this Agreement.

(f) The Company has taken reasonable measures to protect the confidentiality and value of its Trade Secrets (and any confidential information owned by a third party to whom the Company has a confidentiality obligation), except where the failure to take such actions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

(g) To the Knowledge of the Company, the consummation of the transactions contemplated by this Agreement will not adversely affect the right of the Company to own or use any Intellectual Property owned, used or held for use by it), except for any such effect as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

(h) To the Knowledge of the Company, all necessary registration, maintenance, renewal and other relevant filing fees in connection with any of the Company-Owned IP listed (or required to be listed) on Schedule 2.16 have been timely paid and all necessary registrations, documents, certificates and other relevant filings in connection with such Company-Owned IP have been timely filed with the relevant governmental authorities in the United States or foreign jurisdictions, as the case may be, for the purpose of maintaining such Company-Owned IP and all issuances, registrations and applications therefor, except in each case where the failure to take such actions would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. To the Knowledge of the Company, there are no material annuities, payments, fees, responses to office actions or other filings necessary to be made and having a due date with respect to any such Company-Owned IP within ninety (90) days after the date of this Agreement.

2.17 Board Recommendation and Affirmative Vote. The Board of Directors of the Company have determined that the terms of the Exchange are fair to and in the best interests of the Selling Shareholders and the Company and recommended that the Selling Shareholders approve the Exchange. The unanimous vote (or written consent) of the Selling Shareholders is required to approve the Exchange and this Agreement (the “**Required Company Shareholder Vote**”).

2.18 Undisclosed Liabilities. The Company has no liabilities, indebtedness or monetary obligations of any nature (whether fixed or unfixed, secured or unsecured, known or unknown and whether absolute, accrued, contingent, or otherwise) except for such liabilities, indebtedness or obligations (i) reflected or reserved against in the Company Financial Statements, (ii) incurred in the ordinary course of business after the Company Balance Sheet Date, (iii) incurred in connection with the transactions contemplated by this Agreement, (iv) disclosed in Schedule 2.18, or (v) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

2.19 Cybersecurity. The Company maintain and comply with commercially reasonable cybersecurity, data protection, and information security programs, policies, and procedures designed to protect the confidentiality, integrity, and availability of their information technology systems, networks, and data (including all Personal Data) against unauthorized access, use, modification, disclosure, or other misuse. To the Knowledge of the Company, there has been no (i) material security breach, cyberattack, or other material security incident affecting any such systems, networks, or data, (ii) material unauthorized access to or disclosure of any trade secrets, confidential information, or Personal Data in the Company’s possession or control, or (iii) material violation of any applicable Data Protection Laws by the Company. The Company have implemented commercially reasonable backup and disaster recovery procedures.

2.20 Parent Information. The Company and Selling Shareholders acknowledge that they have had access to the documents filed by Parent under the Exchange Act, since the end of its most recently completed fiscal year to the date hereof, and has carefully reviewed the same (“**Exchange Act Documents**”). The Company and Selling Shareholders have carefully considered the potential risks relating to Parent and investing in the Parent Common Stock, and fully understand that such securities are speculative investments, which involve a high degree of risk of loss of the Selling Shareholders’ entire investment. Among others, the Company and Selling Shareholders have carefully considered each of the risks identified under the caption “Risk Factors” in the Exchange Act Documents, which “Risk Factors” are incorporated herein by reference.

2.21 Transactions with Affiliates. Schedule 2.21 describes any material transactions or relationships between, on the one hand, the Company and, on the other hand, any (i) executive officer or director of the Company or any such executive officer's or director's immediate family members, (ii) owner of more than 5% of the voting power of the outstanding capital shares of the Company, or (iii) to the Knowledge of the Company, any "related person" (within the meaning of Item 404 of Regulation S-K under the Securities Act) of any such officer, director or owner (other than the Company) in the case of each of clauses (i), (ii) or (iii) that is of the type that would be required to be disclosed under Item 404 of Regulations S-K under the Securities Act. Schedule 2.21 lists each shareholders' agreement, voting agreement, registration rights agreement, co-sale agreement or other similar Company Material Contract between the Company and any holders of capital share of the Company, including any such Contract granting any Person investor rights, rights of first refusal, rights of first offer, registration rights, director designation rights or similar rights.

2.22 Certain Business Practices.

(a) The Company, nor any of its respective representatives acting on their behalf has (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees, to foreign or domestic political parties or campaigns or violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, the Malaysian Anti-Corruption Commission Act 2009 or any other local or foreign anti-corruption or bribery Law or (iii) made any other unlawful payment. The Company, nor to the Knowledge of the Company, any of their respective representatives acting on their behalf, has directly or indirectly, given or agreed to give any unlawful gift or similar benefit in any material amount to any customer, supplier, governmental employee or other Person who is or may be in a position to help or hinder the Company or assist the Company in connection with any actual or proposed transaction.

(b) The operations of the Company are and have been conducted at all times in compliance with money laundering statutes in all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity, and no action involving the Company with respect to any of the foregoing is pending or, to the Knowledge of the Company, threatened.

(c) Neither the Company nor any of its respective directors or officers, or, to the Knowledge of the Company, any other representative acting on behalf of the Company is currently identified on the specially designated nationals or other blocked person list or otherwise currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") or on the sanctions lists adopted by the United Nations and/or European Union, as such lists may be extended from time to time ("**Sanctions List**") and the Company has not in the last five (5) fiscal years, directly or indirectly, used any funds, or loaned, contributed or otherwise made available such funds to any Subsidiary, joint venture partner or other Person, in connection with any sales or operations in Cuba, Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or on the Sanctions List or for the purpose of financing the activities of any Person currently subject to, or otherwise in violation of, any U.S. sanctions administered by OFAC or the Sanctions List.

2.23 Independent Investigation. The Company and Selling Shareholders have conducted their own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of Parent, and acknowledge that they have been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Parent for such purpose. The Company and Selling Shareholders acknowledge and agree that in making their decision to enter into this Agreement and to consummate the transactions contemplated under this Agreement, they have relied solely upon their own investigation and the express representations and warranties of Parent set forth in this Agreement (including the related portions of Parent Disclosure Schedules) and in any certificate delivered to the Company and/or the Selling Shareholders pursuant hereto.

2.24 No Other Representations or Warranties. The Company and Selling Shareholders hereby acknowledge and agree that, except for the representations and warranties contained in this Agreement, neither Parent nor any other Person on behalf of Parent makes any express or implied representation or warranty with respect to Parent, or with respect to any other information provided to the Company, any of the Selling Shareholders or any of their respective Affiliates in connection with the transactions contemplated by this Agreement, and (subject to the express representations and warranties of Parent set forth in Article 3 (in each case as qualified and limited by the Parent Disclosure Schedule)) none of the Company, or any of its representatives or the Selling Shareholders, has relied on any such information (including the accuracy or completeness thereof).

2.25 Full Disclosure. The representations and warranties made by the Company and Selling Shareholders in this Agreement, including the Company Disclosure Schedules attached hereto, and all statements set forth in the certificates delivered by the Company and Selling Shareholders at the Closing pursuant to this Agreement do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, not misleading.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company and Selling Shareholders that, except as set forth in the Parent SEC Documents and the Parent Disclosure Schedule:

3.1 Organization, Standing and Corporate Power. Parent is duly organized, validly existing and in good standing under the Laws of the State of Delaware, and has the requisite corporate power and authority to own, lease and operate its properties and carry on its business as now being conducted. Parent holds, to the extent legally required to operate its business as such business is being operated as of the date hereof, all Permits, except for any Permits for which the failure to obtain or hold would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Parent. Parent is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed or to be in good standing (individually or in the aggregate) would not have a Material Adverse Effect with respect to Parent. Shares of common stock of Parent, par value \$0.001 (“**Parent Common Stock**”), are listed on the Nasdaq under the symbol “**BGMS**.”

3.2 Subsidiaries. Except as set forth on Schedule 3.2, Parent has no Subsidiaries.

3.3 Capital Structure of Parent. The authorized capital stock of Parent as of the date hereof consists of (i) 600,000,000 shares of Parent Common Stock, of which 5,519,456 shares are issued and outstanding, and (ii) 5,000,000 shares of Preferred Stock, par value \$0.001 (“**Parent Preferred Stock**”), of which 135,537 shares are issued and outstanding, and 27,823 shares of Parent Common Stock or Parent Preferred Stock issuable upon the exercise of outstanding warrants, convertible notes, options or otherwise. All outstanding shares of capital stock of Parent are duly authorized, validly issued, fully paid and nonassessable, not subject to preemptive rights, and issued in compliance with all applicable state and federal Laws concerning the issuance of securities. Except for the Parent Common Stock and Parent Preferred Stock, there are no outstanding bonds, debentures, notes or other indebtedness or other securities of Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote). Except as set forth in the SEC Parent Documents, there are no outstanding securities, options, warrants, calls, rights, commitments, agreements, arrangements or undertakings of any kind to which Parent is a party or by which Parent is bound obligating Parent to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity securities of Parent or obligating Parent to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity securities of Parent or obligating Parent to issue, grant, extend or enter into any such security, option, warrant, call, right, commitment, agreement, arrangement or undertaking. Except as set forth in the SEC Parent Documents, there are no outstanding contractual obligations, commitments, understandings or arrangements of Parent or any of its subsidiaries to repurchase, redeem or otherwise acquire or make any payment in respect of any shares of capital stock of Parent or any of its subsidiaries. Except as set forth in the SEC Parent Documents, there are no agreements or arrangements pursuant to which Parent is or could be required to register shares of Parent Common Stock or other securities under the Securities Act or other agreements or arrangements with or among any security holders of Parent with respect to securities of Parent.

3.4 Corporate Authority; Noncontravention. Parent has all requisite corporate power and authority to enter into this Agreement and, subject to receipt of the approval of its stockholders, to consummate the transactions contemplated by this Agreement. The execution and delivery of this Agreement by Parent and the consummation by Parent of the transactions contemplated hereby have been (or at Closing will have been) duly authorized by all necessary corporate action on the part of Parent. This Agreement has been duly executed and when delivered by Parent, shall constitute a valid and binding obligation of Parent, enforceable against Parent in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or other similar Laws affecting the enforcement of creditors' rights generally or by general principles of equity. The execution and delivery of this Agreement do not, and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not, conflict with, or result in any breach or violation of, or Default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of or "put" right with respect to any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or Assets of Parent under, (i) the certificate of incorporation, bylaws, or other charter documents of Parent, (ii) any loan or credit agreement, note, bond, mortgage, indenture, lease or other agreement, instrument, Permit, concession, franchise or license applicable to Parent, its properties or Assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any judgment, Order, decree, statute, Law, ordinance, rule, regulation or arbitration award applicable to Parent, its properties or Assets, other than, in the case of clauses (ii) and (iii), any such conflicts, breaches, violations, Defaults, rights, losses or Liens that individually or in the aggregate would not have a Material Adverse Effect with respect to Parent or would not prevent, hinder or materially delay the ability of Parent to consummate the transactions contemplated by this Agreement.

3.5 Government Authorization. No consent, approval, Order or authorization of, or registration, declaration or filing with, or notice to, any Governmental Entity, is required to be obtained or made by Parent in connection with the execution and delivery of this Agreement by Parent, or the consummation by Parent of the transactions contemplated hereby, except any filings under the DGCL, Malaysian Companies Act, Nasdaq, the Securities Act, the Exchange Act or any applicable state securities or "blue sky" laws.

3.6 SEC Documents; Undisclosed Liabilities; Financial Statements.

(a) Parent has timely filed all reports, schedules, forms, statements and other documents as required by the Securities and Exchange Commission (the "SEC") and Parent has delivered or made available to the Company all reports, schedules, forms, statements and other documents filed with the SEC (collectively, and in each case including all exhibits and schedules thereto and documents incorporated by reference therein, the "Parent SEC Documents"). As of their respective dates, the Parent SEC Documents complied in all material respects with the requirements of the Securities Act or the Exchange Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to such Parent SEC Documents. Except to the extent revised or superseded by a subsequent filing with the SEC (a copy of which has been provided to the Company prior to the date of this Agreement), none of the Parent SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The consolidated financial statements of Parent included in such Parent SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with GAAP (except, in the case of unaudited consolidated quarterly statements, as permitted by Form 10-Q of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated financial position of Parent and its consolidated subsidiaries as of the dates thereof and the consolidated results of operations and changes in cash flows for the periods then ended (subject, in the case of unaudited quarterly statements, to normal year-end audit adjustments as determined by Parent's independent accountants). Except as set forth in the Parent SEC Documents, at the date of the most recent financial statements of Parent included in the Parent SEC Documents, Parent has not incurred any liabilities or monetary obligations of any nature (whether accrued, absolute, contingent or otherwise), which, individually, or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Parent.

(b) Since January 1, 2026 (the “**Parent Balance Sheet Date**”), there has been no Material Adverse Effect with respect to Parent.

(c) Except as disclosed in the Parent SEC Documents filed prior to the date hereof or as provided in this Agreement, since the Parent Balance Sheet Date, Parent has not (i) issued, sold or otherwise disposed of, or agreed to issue, sell or otherwise dispose of, any capital stock or any other security of Parent or (ii) granted or agreed to grant any option, warrant or other right to subscribe for or to purchase any capital stock or any other security of Parent.

3.7 Absence of Certain Changes. Except as disclosed in the Parent SEC Documents filed prior to the date hereof or as set forth on Schedule 3.7, since the Parent Balance Sheet Date, Parent has conducted its business only in the ordinary course consistent with past practice in light of its current business circumstances, and there is not and has not been any:

(a) event which, if it had taken place following the execution of this Agreement, would not have been permitted by Section 5.2 without prior consent of the Company;

(b) condition, event or occurrence which could reasonably be expected to prevent, hinder or materially delay the ability of Parent to consummate the transactions contemplated by this Agreement;

(c) incurrence, assumption or guarantee by Parent of any indebtedness for borrowed money other than in the ordinary course and in amounts and on terms consistent with past practices;

(d) creation or other incurrence by Parent of any Lien on any asset other than in the ordinary course consistent with past practices;

(e) labor dispute, other than routine, individual grievances, or, to the Knowledge of Parent, any activity or proceeding by a labor union or representative thereof to organize any employees of Parent or any lockouts, strikes, slowdowns, work stoppages, or to the Knowledge of Parent, or threats by or with respect to such employees to do any of the foregoing;

(f) payment, prepayment or discharge of any material liability other than in the ordinary course of business or any failure to pay any material liability when due;

(g) material write-offs or write-downs of any Assets of Parent;

(h) damage, destruction or loss of any Assets of Parent having, or reasonably expected to have, a Material Adverse Effect on Parent;

(i) other condition, event or occurrence which individually or in the aggregate could reasonably be expected to have a Material Adverse Effect with respect to Parent; or

(j) agreement or commitment to do any of the foregoing.

3.8 Certain Fees. No brokerage or finder's fees or commissions are or will be payable by Parent to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement.

3.9 Litigation; Labor Matters; Compliance with Laws.

(a) As of the date of this Agreement except as set forth on Schedule 3.9, there is no suit, action or proceeding or, to the Knowledge of Parent, investigation pending or, to the Knowledge of Parent, threatened against or affecting Parent or to the Knowledge of Parent, any basis for any such suit, action, proceeding or investigation in each case that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect with respect to Parent or prevent, hinder or materially delay the ability of Parent to consummate the transactions contemplated by this Agreement, nor is there any judgment, decree, injunction, or Order of any Governmental Entity or arbitrator outstanding against Parent having, or which, insofar as reasonably could be foreseen by Parent, in the future could have, any such effect.

(b) Parent is not a party to, or bound by, any collective bargaining agreement, Contract or other agreement or understanding with a labor union or labor organization, nor is it, as of the date of this Agreement, the subject of any proceeding asserting that it has committed an unfair labor practice or seeking to compel it to bargain with any labor organization as to wages or conditions of employment nor, as of the date of this Agreement, is there any strike, work stoppage or other labor dispute involving it pending or, to its Knowledge, threatened, in each case that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect with respect to Parent.

(c) Parent is in compliance with all statutes, Laws, regulations, ordinances, rules, judgments, Orders, decrees or arbitration awards applicable to Parent or by which Parent or any of its businesses or properties is bound, except for such non-compliance that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Parent.

3.10 Benefit Plans. Except as set forth in the SEC Parent Documents, Parent is not a party to any Benefit Plan under which Parent currently has an obligation to provide benefits to any current or former employee, officer or director of Parent.

3.11 Tax Returns and Tax Payments.

(a) Parent has timely filed with the appropriate taxing authorities all material Tax Returns required to be filed by it (taking into account all applicable extensions). All such Tax Returns are true, correct and complete in all material respects. All material Taxes due and owing by Parent has been paid (whether or not shown on any Tax Return and whether or not any Tax Return was required). Parent is not currently the beneficiary of any extension of time within which to file any Tax Return or pay any Tax. No claim has ever been made in writing or, to the Knowledge of Parent, otherwise addressed to Parent by a taxing authority in a jurisdiction where Parent does not file Tax Returns that it is or may be subject to taxation by that jurisdiction. The unpaid Taxes of Parent did not, as of the Parent Balance Sheet Date, materially exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the most recent balance sheet included in the Parent SEC Documents (rather than in any notes thereto). Since the Parent Balance Sheet Date, Parent has not incurred any material liability for Taxes outside the ordinary course of business consistent with past practice. As of the Closing Date, the unpaid Taxes of Parent will not materially exceed the reserve for Tax liability (excluding any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the books and records of Parent.

(b) No material claim for unpaid Taxes has been made or asserted in writing against Parent or become a Lien against the property of Parent, no audit of any Tax Return of Parent is being conducted by a tax authority, and no extension of the statute of limitations on the assessment of any Taxes has been granted by Parent and is currently in effect. Parent has withheld and paid all material Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party.

3.12 Environmental Matters. Except for such matters as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Parent, (i) Parent is in compliance with all Environmental Laws; (ii) Parent has not received any written notice regarding any violation of any Environmental Laws, including any investigatory, remedial or corrective obligations, which, if determined adversely to Parent, would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (iii) Parent holds all Permits and authorizations required under applicable Environmental Laws and is compliance with all terms, conditions and provisions of all such Permits and authorizations; (iv) no releases of Hazardous Materials have occurred at, from, in, to, on or under any real property currently or formerly owned, operated or leased by Parent or any predecessor thereof and no Hazardous Materials are present in, on, about or migrating to or from any such property; (v) Parent has not transported or arranged for the treatment, storage, handling, disposal, or transportation of any Hazardous Material to any off-site location; (vi) Parent has no liability, absolute or contingent, under any Environmental Law; and (vii) there are no past, pending or, to the Knowledge of Parent, threatened claims under Environmental Laws against Parent and Parent is not aware of any facts or circumstances that could reasonably be expected to result in a liability or claim against Parent pursuant to Environmental Laws.

3.13 Material Contract Defaults. Parent is not and has not received any written notice or has any Knowledge that any other Party is, in Material Contract Default under any Parent Material Contract; and to the Knowledge of Parent, there has not occurred any event that with the lapse of time or the giving of notice or both would constitute such a Material Contract Default and any Parent Material Contract. For purposes of this Agreement, a “**Parent Material Contract**” means any Contract that is in effect as of the Closing Date to which Parent is a party (i) with expected receipts or expenditures in excess of \$100,000, (ii) requiring Parent to indemnify any person, other than any Contract providing for indemnification of customers or other Persons pursuant to Contract entered into in the ordinary course of business, (iii) granting exclusive rights to any party, or (iv) evidencing indebtedness for borrowed or loaned money in excess of \$100,000, including guarantees of such indebtedness.

3.14 Accounts Receivable. All of the accounts receivable of Parent that are reflected on the most recent balance sheet included in the Parent SEC Documents or the accounting records of Parent as of the Closing (collectively, the “**Parent Accounts Receivable**”) represent or will represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business and are not subject to any defenses, counterclaims, or rights of set off other than those arising in the ordinary course of business and for which adequate reserves have been established. The Parent Accounts Receivable are fully collectible to the extent not reserved for on the balance sheet on which they are shown or on the accounting records of Parent.

3.15 Properties. Parent has valid land use rights for all real property that is material to its business and good, clear and marketable title to all the tangible properties and tangible Assets reflected in the latest balance sheet included in the Parent SEC Documents as being owned by Parent or acquired after the date thereof which are, individually or in the aggregate, material to Parent's business (except properties sold or otherwise disposed of since the date thereof in the ordinary course of business), free and clear of all Material Liens. Any real property and facilities held under lease by Parent are held by it under valid, subsisting and enforceable leases of which Parent is in compliance, except as could not, individually or in the aggregate, have or reasonably be expected to result in a Material Adverse Effect.

3.16 Intellectual Property. Parent owns or has valid rights to use the Trademarks, trade names, domain names, copyrights, patents, logos, licenses and computer software programs (including, without limitation, the source codes thereto) that are necessary for the conduct of its business as now being conducted. All of Parent's licenses to use Software programs are current and have been paid for the appropriate number of users. To the Knowledge of Parent, none of Parent's Intellectual Property or Parent's License Agreements infringe upon the rights of any third party that may give rise to a cause of action or claim against Parent or its successors.

3.17 Board Determination and Vote Required. The Board of Directors of Parent has unanimously determined that the terms of the Exchange and transactions contemplated under this Agreement are fair to and in the best interests of Parent and its stockholders. The affirmative vote of a majority of (a) the shares of Parent Common Stock properly cast is the only vote of the holders of any class or series of Parent's capital stock necessary to approve this Agreement and thereby approve the transactions contemplated under this Agreement, including the Exchange (the "**Parent Stockholder Exchange Vote**") and (b) if deemed necessary by Parent, the shares of Parent Common Stock entitled to vote thereon is the only vote of the holders of any class or series of Parent's capital stock necessary to approve an amendment to Parent's certificate of incorporation to effect the Nasdaq Reverse Split, one new director nominated by the Selling Shareholders and/or the terms of the Future Financing (together with the Parent Stockholder Exchange Vote, the "**Parent Stockholder Vote**").

3.18 Required Parent Share Issuance Approval. Parent represents that the issuance of the Parent Common Stock will be in compliance with the DGCL, Nasdaq, and the Certificate of Incorporation and Bylaws of Parent.

3.19 Undisclosed Liabilities. Parent has no liabilities or obligations of any nature (whether fixed or unfixed, secured or unsecured, known or unknown and whether absolute, accrued, contingent, or otherwise) except for liabilities or obligations (i) reflected or reserved against in the financial statements included in the Parent SEC Documents filed prior to the date hereof, (ii) incurred in the ordinary course of business since the Parent Balance Sheet Date, (iii) incurred in connection with the transactions contemplated by this Agreement, (iv) disclosed in Schedule 3.19, or (v) would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Parent.

3.20 Independent Investigation. Parent has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Company for such purpose. Parent acknowledges and agrees that in making its decision to enter into this Agreement and to consummate the transactions contemplated under this Agreement, it has relied solely upon its own investigation and the express representations and warranties of the Company and Selling Shareholders set forth in this Agreement (including the related portions of Company Disclosure Schedules) and in any certificate delivered to Parent pursuant hereto.

3.21 No Other Representations or Warranties. Parent hereby acknowledges and agrees that, except for the representations and warranties contained in this Agreement, neither the Company, nor any other Person on behalf of the Company makes any express or implied representation or warranty with respect to the Company or with respect to any other information provided to Parent or any of its stockholders or any of its Affiliates in connection with the transactions contemplated by this Agreement, and (subject to the express representations and warranties of the Company set forth in Article 2 (in each case as qualified and limited by the Company Disclosure Schedule) none of Parent, or its representatives or stockholders, has relied on any such information (including the accuracy or completeness thereof).

3.22 Full Disclosure. The representations and warranties made by Parent in this Agreement, including the Parent Disclosure Schedules attached hereto, and all statements set forth in the certificates delivered by Parent at the Closing pursuant to this Agreement, do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such representations, warranties or statements, in light of the circumstances under which they were made, not misleading.

ARTICLE 4

COVENANTS OF THE COMPANY

4.1 Conduct of the Company Business. From the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with its terms, the Company shall not, unless consented to in writing by Parent (which consent shall not be unreasonably withheld, delayed, denied, or conditioned), expressly contemplated by this Agreement, required by applicable Law, or as set forth on Schedule 4.1:

(a) engage in any transaction except in the ordinary course of business, or create or suffer to exist any material lien or other encumbrance upon any of its assets which will not be discharged in full prior to the Effective Time;

(b) sell, assign or otherwise transfer any of its assets, or cancel or compromise any debts or claims relating to its assets, other than in each case in the ordinary course of business and consistent with past practice;

(c) fail to use reasonable efforts to preserve intact its present business organization, keep available the services of its employees and preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others having business relationships with it, to the end that its goodwill and ongoing business will not be materially impaired prior to the Effective Time;

(d) intentionally permit any Material Adverse Effect to occur with respect to the Company;

(e) make any material change in its accounting or bookkeeping methods, principles or practices, except as required by GAAP;

(f) except as required to give effect to anything in contemplation of the Closing, or effect or be a party to any merger, consolidation, share exchange, business combination, recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction except, for the avoidance of doubt, the transactions contemplated under this Agreement;

(g) declare, set aside, or pay any dividend or distribution with respect to its capital shares;

(h) issue, sell, grant, dispose of, pledge, or otherwise encumber any shares of its capital stock, or any options, warrants, or other securities convertible into or exchangeable for capital shares, except for the issuance of shares upon the exercise of outstanding options or warrants;

(i) amend its Governing Documents;

(j) incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, or issue or sell any debt securities or warrants or other rights to acquire any debt securities, except in the ordinary course of business and not exceeding \$100,000 in the aggregate;

(k) make any capital expenditure in excess of \$250,000 individually or \$500,000 in the aggregate;

(l) acquire (by merger, consolidation, acquisition of stock or assets, or otherwise) any other Person or any material assets, licenses, rights, or properties;

(m) make any loans, advances, or capital contributions to, or investments in, any other Person, except in the ordinary course of business;

(n) enter into any material Contract or amend, modify, or terminate any Company Material Contract;

(o) hire or terminate any officer, director, or employee with annual compensation in excess of \$100,000, or materially increase the compensation or benefits of any such Person;

(p) settle or compromise any material claim, action, or proceeding; or

(q) authorize any of, or commit or agree to take any of, the foregoing actions.

4.2 Reserved.

4.3 Satisfaction of Conditions Precedent. Upon the terms and subject to the conditions set forth in this Agreement, from the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with its terms, the Company will use its commercially reasonable efforts to (i) satisfy or cause to be satisfied all the conditions precedent that are set forth in Article 7 and (ii) cause the Exchange and the other transactions contemplated by this Agreement to be consummated.

4.4 No Other Negotiations. As of the date of this Agreement, the Company or the Selling Shareholders have not entered into any agreement or understanding with, and is/are not engaging in any discussions with, any third party concerning an Alternative Acquisition (as defined below), including, without limitation, any agreement or understanding that would require the Company to notify any third party of the terms of this Agreement. From and after the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with its terms, the Company and the Selling Shareholders shall not, directly or indirectly, (a) initiate, solicit, knowingly encourage, negotiate, accept or discuss any transaction or series of transactions with any Person, other than Parent and its Affiliates, involving any recapitalization, restructuring, financing, merger, consolidation, sale, license or encumbrance or other business combination transaction or extraordinary corporate transaction of the Company which would reasonably be expected to impede, interfere with, prevent or materially delay the Exchange (any such efforts by any such Person, including a firm proposal to make such an acquisition, to be referred to as an “**Alternative Acquisition**”), (b) provide information with respect to the Company to any Person, other than Parent and its Affiliates, relating to a possible Alternative Acquisition by any Person, other than Parent and its Affiliates, (c) enter into an agreement with any Person, other than Parent and its Affiliates, providing for a possible Alternative Acquisition, or (d) make or authorize any statement, recommendation or solicitation in support of any possible Alternative Acquisition by any Person, other than by Parent and its Affiliates.

If the Company or the Selling Shareholders receives any unsolicited offer, inquiry or proposal to enter into discussions or negotiations relating to an Alternative Acquisition, or that could reasonably be expected to lead to an Alternative Acquisition, or any request for nonpublic information relating to the Company, the Company and the Selling Shareholders shall promptly notify Parent thereof, including the identity of the party making any such offer, inquiry or proposal and the material terms of such offer, inquiry or proposal, as the case may be, and shall keep Parent reasonably informed of any developments with respect to same.

4.5 Access. From the date of this Agreement until the earlier to occur of the Effective Time or the termination of this Agreement in accordance with its terms, the Company shall afford to Parent, and to the officers, employees, accountants, counsel, financial advisors and other representatives of Parent, reasonable access, upon advance notice during normal business hours and in a manner as shall not unreasonably interfere with the business or operations of the Company, to all of the Company’s properties, books, contracts, commitments, personnel and records and, during such period, the Company shall furnish reasonably promptly to Parent, (a) a copy of each report, schedule, and other documents filed by it during such period pursuant to the requirements of federal or state securities Laws and (b) all other information concerning its business, properties and personnel as Parent or its representatives may reasonably request. The Company shall not be required to provide access to or disclose information where such access or disclosure would jeopardize the protection of attorney-client privilege or contravene any Law (it being agreed that the parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention).

4.6 Notification of Certain Matters. The Company shall give prompt notice to Parent of any event, change or effect between the date of this Agreement and the Effective Time that causes or is reasonably likely to cause the failure of the any of the conditions set forth in Sections 7.2(a), 7.2(b) or 7.2(c) to be satisfied.

ARTICLE 5

COVENANTS OF PARENT

5.1 Obligations of Parent. Parent shall take all action necessary to perform its obligations under this Agreement and to consummate the Exchange on the terms and conditions set forth in this Agreement.

5.2 Conduct of the Parent Business. From the date of this Agreement until earlier of the Effective Time or the termination of this Agreement in accordance with its terms, Parent shall not, (w) unless consented to in writing by the Company (which consent shall not be unreasonably withheld, delayed, denied, or conditioned), (x) expressly contemplated by this Agreement, including in connection with the Nasdaq Reverse Split, (y) required by applicable Law, or (z) as set forth on Schedule 5.2:

(a) engage in any transaction except in the ordinary course of business, or create or suffer to exist any material lien or other encumbrance upon any of its assets which will not be discharged in full prior to the Effective Time;

(b) sell, assign or otherwise transfer any of its assets, or cancel or compromise any debts or claims relating to its assets, other than in each case in the ordinary course of business and consistent with past practice;

(c) fail to use reasonable efforts to preserve intact its present business organizations, keep available the services of its employees and preserve its material relationships with customers, suppliers, licensors, licensees, distributors and others having business relationships with it, to the end that its good will and ongoing business will not be materially impaired prior to the Effective Time;

(d) intentionally permit any Material Adverse Effect to occur with respect to Parent;

(e) make any material change with respect in its accounting or bookkeeping methods, principles or practices, except as required by GAAP; or

(f) authorize any of, or commit or agree to take any of, the foregoing actions.

5.3 Access. From the date of this Agreement until the earlier to occur of the Effective Time or the termination of this Agreement in accordance with its terms, Parent shall afford to the Company, and to the officers, employees, accountants, counsel, financial advisors and other representatives of the Company, reasonable access, upon advance notice, during normal business hours and in a manner as shall not unreasonably interfere with the business or operations of Parent, to all of Parent's properties, books, contracts, commitments, personnel and records and, during such period, Parent shall reasonably furnish promptly to the Company, (a) a copy of each report, schedule, registration statements and other documents filed by it during such period pursuant to the requirements of federal or state securities Laws and (b) all other information concerning its business, properties and personnel as the Company or its representatives may reasonably request. Parent shall not be required to provide access to or disclose information where such access or disclosure would not jeopardize the protection of attorney-client privilege or contravene any Law (it being agreed that the parties shall use their reasonable best efforts to cause such information to be provided in a manner that would not result in such jeopardy or contravention).

5.4 Notification of Certain Matters. Parent shall give prompt notice to the Company of any event, change or effect between the date of this Agreement and the Effective Time that causes or is reasonably likely to cause the failure of any of the conditions set forth in Sections 7.3(a), 7.3(b) or 7.3(e) to be satisfied.

5.5 Listing. At or prior to the Effective Time, Parent shall use its commercially reasonable efforts to (a) maintain its listing on Nasdaq until the Effective Time, including submitting any applicable extension requests or attending any hearings with requested by Nasdaq; (b) prepare and submit to Nasdaq, to the extent required by the rules and regulations of Nasdaq, a notification form for the listing of the shares of Parent Common Stock to be issued in connection with the transactions contemplated under this Agreement; and (c) prepare and timely submit to Nasdaq a notification form for the Nasdaq Reverse Split (if required) and submit a copy of the amendment to Parent's certificate of incorporation effecting the Nasdaq Reverse Split, certified by the Secretary of State of the State of Delaware, to Nasdaq.

5.6 Satisfaction of Conditions Precedent. Upon the terms and subject to the conditions set forth in this Agreement, from the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with its terms, Parent will use its commercially reasonable efforts to (i) satisfy or cause to be satisfied all the conditions precedent that are set forth in Article 7 and (ii) cause the Exchange and the other transactions contemplated by this Agreement to be consummated.

5.7 Section 16 Matters. Prior to the Effective Time, Parent shall take all such steps as may be required to cause any acquisitions of Parent Common Stock and any options to purchase Parent Common Stock in connection with the transactions contemplated under this Agreement, by each individual who is reasonably expected to become subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Parent, to be exempt under Rule 16b-3 promulgated under the Exchange Act.

5.8 No Other Negotiations. As of the date of this Agreement, Parent has not entered into any agreement or understanding with, and is not engaging in any discussions with, any third party concerning a Parent Alternative Acquisition (as defined below), including, without limitation, any agreement or understanding that would require Parent to notify any third party of the terms of this Agreement. From and after the date of this Agreement until the earlier of the Effective Time or the termination of this Agreement in accordance with its terms, Parent shall not, directly or indirectly, (a) initiate, solicit, knowingly encourage, negotiate, accept or discuss any transaction or series of transactions with any Person, other than the Company and its Affiliates, involving any recapitalization, restructuring, financing, merger, consolidation, sale, license or encumbrance or other business combination transaction or extraordinary corporate transaction of Parent which would reasonably be expected to impede, interfere with, prevent or materially delay the Exchange (any such efforts by any such Person, including a firm proposal to make such an acquisition, to be referred to as a “**Parent Alternative Acquisition**”), (b) provide information with respect to Parent to any Person, other than the Company and its Affiliates, relating to a possible Parent Alternative Acquisition by any Person, other than the Company and its Affiliates, (c) enter into an agreement with any Person, other than the Company and its Affiliates, providing for a possible Parent Alternative Acquisition, or (d) make or authorize any statement, recommendation or solicitation in support of any possible Parent Alternative Acquisition by any Person, other than by the Company and its Affiliates.

If Parent receives any unsolicited offer, inquiry or proposal to enter into discussions or negotiations relating to a Parent Alternative Acquisition, or that could reasonably be expected to lead to a Parent Alternative Acquisition, or any request for nonpublic information relating to Parent, Parent shall promptly notify the Company thereof, including the identity of the party making any such offer, inquiry or proposal and the material terms of such offer, inquiry or proposal, as the case may be, and shall keep the Company reasonably informed of any developments with respect to same.

ARTICLE 6

COVENANTS OF PARENT AND THE COMPANY

6.1 Notices of Certain Events. The Company and Parent shall promptly notify the other Party of:

(a) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(b) any notice or other communication from any Governmental Entity in connection with the transactions contemplated by this Agreement; and

(c) any actions, suits, claims, investigations or proceedings commenced or, to its Knowledge, threatened against, relating to or involving or otherwise affecting such Party that, if pending on the date of this Agreement, would have been required to be disclosed pursuant to Article 2 or Article 3 or that relate to the consummation of the transactions contemplated by this Agreement or any other development causing a breach of any representation or warranty made by a Party hereunder.

6.2 Public Announcements; Confidentiality. No Party shall have the right to issue any press release or other public statement with respect to this Agreement or the transactions contemplated herein without the prior written consent of each other Party (not to be unreasonably withheld, delayed, denied, or conditioned), except as required by Law. Parent, on the one hand, and the Company, on the other hand, shall, and shall cause their respective Affiliates to, hold in confidence and not use, and shall use their respective reasonable best efforts to cause their respective representatives to hold in confidence and not use, any and all non-public, confidential, or proprietary information, whether written or oral, concerning the other Party, including, without limitation, any such information obtained pursuant to Sections 4.5 or 5.3, as applicable, except to the extent that Parent, on the one hand, or the Company, on the other hand, as the case may be, can show that such information: (a) is generally available to and known by the public through no fault of such Party or any of its Affiliates or their respective representatives; (b) is lawfully acquired by such Party, any of its Affiliates or their respective representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation; or (c) is required to be disclosed by the requirements of the SEC or Nasdaq. If Parent, on the one hand, or the Company, on the other hand, as the case may be, or any of its Affiliates or their respective representatives is compelled to disclose any information by judicial or administrative process or by other requirements of Law, such compelled Party shall promptly notify the other Party in writing and shall disclose only that portion of such information that such compelled Party is advised by its counsel in writing is legally required to be disclosed, provided that such compelled Party shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

6.3 Transfer Taxes. Parent and the Company shall cooperate in the preparation, execution and filing of all returns, questionnaires, applications or other documents regarding any real property transfer or gains, sales, use, transfer, value added, stock transfer and stamp taxes, any transfer, recording, registration and other fees, and any similar taxes which become payable in connection with the transactions contemplated hereby that are required or permitted to be filed before the Effective Time. Parent and the Company agree that the Company (prior to the Exchange) and the Parent (following the Exchange) will pay any real property, transfer or gains tax, stamp tax, stock transfer tax, or other similar tax imposed on the Exchange or the surrender of the Shares pursuant to the Exchange (collectively, “**Transfer Taxes**”), excluding any Transfer Taxes as may result from the transfer of beneficial interests in the Shares other than as a result of the Exchange, and any penalties or interest with respect to the Transfer Taxes. The Company agrees to cooperate with Parent in the filing of any returns with respect to the Transfer Taxes.

6.4 Reasonable Efforts. The parties further agree to use their reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, and to satisfy all conditions to, in the most expeditious manner practicable, the Exchange and the other transactions contemplated by this Agreement, including (i) the obtaining of all other necessary actions or nonactions, waivers, consents, licenses, Permits, authorizations, Orders and approvals from Governmental Entities and the making of all other necessary registrations and filings (including any filings required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, if applicable), (ii) the obtaining of all consents, approvals or waivers from third parties related to or required in connection with the Exchange that are necessary to consummate the Exchange and the transactions contemplated by this Agreement or required to prevent a Material Adverse Effect on the Company or Parent from occurring prior to or after the Effective Time, (iii) any notification or other document required to be filed in connection with the Exchange under any applicable foreign Law (including any filings required under Malaysian Companies Act and with the Companies Commission of Malaysia), (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement, and (v) the defense of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the Exchange, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Entity vacated or reversed.

6.5 Fees and Expenses. All fees and expenses incurred by any Party in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such fees and expenses. Fees and expenses incurred by any Party in connection with the transactions contemplated by this Agreement shall include, without limitation, out-of-pocket fees and expenses incurred for legal, financial, accounting and other advisors.

6.6 Legends. Parent shall be entitled to place appropriate legends on the book entries and/or certificates evidencing any shares of Parent Common Stock to be received in the Exchange by equityholders of the Company who may be considered “affiliates” of Parent for purposes of Rules 144 and 145 under the Securities Act reflecting the restrictions set forth in Rules 144 and 145 and to issue appropriate stop transfer instructions to the Transfer Agent for Parent Common Stock.

6.7 Registration Statement; Proxy Statement.

(a) As promptly as practicable after the date of this Agreement, (i) Parent shall prepare and file with the SEC a proxy statement relating to the Parent Stockholder Meeting to be held in connection with the Exchange and if applicable, the Nasdaq Reverse Split (together with any amendments thereof or supplements thereto, the “**Proxy Statement**”) and (ii) Parent, in cooperation with the Company, shall prepare and file with the SEC a registration statement on Form S-4 (the “**Form S-4**”), in which the Proxy Statement shall be included as a part (the Proxy Statement and the Form S-4, collectively, the “**Registration Statement**”), in connection with the registration under the Securities Act of the shares of Parent Common Stock to be issued by virtue of the transactions contemplated under this Agreement, including, without limitation, the Exchange Shares. Parent shall use commercially reasonable efforts to (x) cause the Registration Statement to comply with applicable rules and regulations promulgated by the SEC, (y) cause the Registration Statement to become effective as promptly as practicable, and (z) respond promptly to any comments or requests of the SEC or its staff related to the Registration Statement. Parent shall take all or any action required under any applicable federal, state, securities and other Laws in connection with the issuance of Exchange Shares pursuant to the transactions contemplated under this Agreement. Each of the Parties shall reasonably cooperate with the other Party and furnish all information concerning itself and their Affiliates, as applicable, to the other Parties that is required by Law to be included in the Registration Statement as the other Parties may reasonably request in connection with such actions and the preparation of the Registration Statement and Proxy Statement.

(b) Parent covenants and agrees that the Registration Statement (and the letter to stockholders, notice of meeting and form of proxy included therewith) will (i) comply as to form in all material respects with the requirements of applicable U.S. federal securities laws and the DGCL, and (ii) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The Company and the Selling Shareholders covenant and agree that the information supplied by or on behalf of the Company to Parent for inclusion in the Registration Statement (including the Company Financial Statements) will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make such information, in light of the circumstances under which they were made, not misleading. Notwithstanding the foregoing, neither Party makes any covenant, representation or warranty with respect to statements made in the Registration Statement (and the letter to stockholders, notice of meeting and form of proxy included therewith), if any, based on information provided by the other Party or any of its representatives regarding such other Party or its Affiliates for inclusion therein.

(c) Parent shall use commercially reasonable efforts to cause the Proxy Statement to be mailed to Parent's stockholders as promptly as practicable after the Registration Statement is declared effective under the Securities Act. If at any time before the Effective Time, (i) Parent, the Company or the Selling Shareholders (A) become aware of any event or information that, pursuant to the Securities Act or the Exchange Act, should be disclosed in an amendment or supplement to the Registration Statement or Proxy Statement, (B) receives notice of any SEC request for an amendment or supplement to the Registration Statement or for additional information related thereto, or (C) receives SEC comments on the Registration Statement, or (ii) the information provided in the Registration Statement has become "stale" and new information should be disclosed in an amendment or supplement to the Registration Statement, as the case may be, then such Party, as the case may be, shall promptly inform the other Parties thereof and shall cooperate with such other Parties in Parent filing such amendment or supplement with the SEC (and, if appropriate, in mailing such amendment or supplement to Parent's stockholders) or otherwise addressing such SEC request or comments and each Party and shall use their commercially reasonable efforts to cause any such amendment to become effective, if required. Parent shall promptly notify the Company if it becomes aware (1) that the Registration Statement has become effective, (2) of the issuance of any stop order or suspension of the qualification or registration of the Parent Common Stock issuable in connection with the transactions contemplated under this Agreement for offering or sale in any jurisdiction, or (3) any order of the SEC related to the Registration Statement, and shall promptly provide to the Company copies of all written correspondence between it or any of its representatives, on the one hand, and the SEC or staff of the SEC, on the other hand, with respect to the Registration Statement and all orders of the SEC relating to the Registration Statement.

(d) Each of the Company and the Selling Shareholders shall reasonably cooperate with Parent and provide, and cause its representatives to provide, Parent and its representatives, with all true, correct and complete information regarding the Company that is required by Law to be included in the Registration Statement or reasonably requested by Parent to be included in the Registration Statement (collectively, the "**Company Required S-4 Information**"). Without limiting the foregoing, the Company will use commercially reasonable efforts to cause to be delivered to Parent a consent letter of the Company's independent accounting firm, dated no more than two (2) Business Days before the date on which the Registration Statement is filed with the SEC (and reasonably satisfactory in form and substance to Parent), that is customary in scope and substance for consent letters delivered by independent public accountants in connection with registration statements similar to the Registration Statement. The Company and its legal counsel shall be given reasonable opportunity to review and comment on the Registration Statement, including all amendments and supplements thereto, prior to the filing thereof with the SEC, and on the response to any comments of the SEC on the Registration Statement, prior to the filing thereof with the SEC. Parent may file the Registration Statement, or any amendment or supplement thereto, without the prior consent of the Company, provided that Parent has included the Company Required S-4 Information in the Registration Statement in substantially the same form as it was provided to Parent by the Company pursuant to this Section 6.7; provided, further, that if the prior consent of the Company is not obtained then, notwithstanding anything else herein, the Company makes no covenant or representation regarding the portion of such information supplied by or on behalf of the Company to Parent for inclusion in such Registration Statement that the Company reasonably identifies prior to such filing of the Registration Statement.

(e) As promptly as reasonably practicable following the date of this Agreement, the Company shall furnish to Parent (i) prior to May 31, 2026, audited financial statements for each of its fiscal years required to be included in the Registration Statement, together with the auditor's report thereon (the "**Company Audited Financial Statements**"), (ii) prior to May 31, 2026, unaudited interim financial statements for the interim period completed March 31, 2026 (the "**Company Q1 2026 Interim Financial Statements**"), and (iii) unaudited interim financial statements for each interim period completed prior to Closing that would be required to be included in the Registration Statement or any periodic report due prior to the Closing if the Company were subject to the periodic reporting requirements under the Securities Act or the Exchange Act (the "**Additional Company Interim Financial Statements**" and together with the Company Q1 2026 Interim Financial Statements, the "**Company Interim Financial Statements**"). Each of the Company Audited Financial Statements and the Company Interim Financial Statements will be suitable for inclusion in the Registration Statement and prepared in accordance with GAAP as applied on a consistent basis during the periods involved (except in each case as described in the notes thereto) and on that basis will present fairly, in all material respects, the financial position and the results of operations, changes in shareholders' equity and cash flows of the Company as of the dates of and for the periods referred to in the Company Audited Financial Statements or the Company Interim Financial Statements, as the case may be. The Company Audited Financial Statements and the Company Interim Financial Statements shall be prepared under GAAP in accordance with the requirements of the PCAOB for public companies. The Company Audited Financial Statements shall have been audited by a PCAOB qualified auditor that is independent under Rule 2-01 of Regulation S-X under the Securities Act and, with respect to the Company Interim Financial Statements, shall have been reviewed by the Company's auditors, as provided in AU-C-930 under the standards of the American Institute of Certified Public Accountants.

6.8 Company Shareholder Written Consent.

(a) Promptly after the Registration Statement has been declared effective under the Securities Act, and in any event no later than two (2) Business Days thereafter, the Company shall obtain the approval by unanimous written consent from the Selling Shareholders sufficient for the Required Company Shareholder Vote in lieu of a meeting pursuant to the Malaysian Companies Act, for purposes of adopting and approving this Agreement and the transactions contemplated under this Agreement (the "**Company Shareholder Written Consents**"). Under no circumstances shall the Company assert that any other approval or consent is necessary by the Selling Shareholders to approve this Agreement and the transactions contemplated under this Agreement.

(b) The Company agrees that: (i) the Company Board shall recommend that the Selling Shareholders vote to adopt and approve this Agreement and the transactions contemplated under this Agreement and shall use commercially reasonable efforts to solicit such approval within the time set forth in Section 6.8(a) (the recommendation of the Company Board that the Selling Shareholders vote to adopt and approve this Agreement being referred to as the "**Company Board Recommendation**") and (ii) the Company Board Recommendation shall not be withdrawn or modified (and the Company Board shall not publicly propose to withdraw or modify the Company Board Recommendation) in a manner adverse to Parent, and no resolution by the Company Board or any committee thereof to withdraw or modify the Company Board Recommendation in a manner adverse to Parent or to adopt, approve or recommend (or publicly propose to adopt, approve or recommend) any Alternative Acquisition shall be adopted or proposed.

6.9 Parent Stockholder Meeting.

(a) Parent shall take all action necessary under applicable Law to call, give notice of and hold a meeting of the holders of Parent Common Stock to consider and vote on proposals to (i) approve this Agreement and thereby to approve the transactions contemplated under this Agreement, including without limitation, the Exchange (the “**Parent Stockholder Exchange Approval Matter**”), (ii) amend Parent’s certificate of incorporation to, if deemed appropriate by the Parties, effect a Nasdaq Reverse Split, and (iii) approve the Future Financing and one new director nominated by the Company, (clauses (i), (ii) and (iii) collectively, the “**Parent Stockholder Matters**” and such meeting, the “**Parent Stockholder Meeting**”). The Parent Stockholder Meeting shall be held as promptly as practicable after the date that the Registration Statement is declared effective under the Securities Act, and in any event, no later than forty-five (45) days after the effective date of the Registration Statement. Parent shall take reasonable measures to ensure that all proxies solicited in connection with the Parent Stockholder Meeting are solicited in compliance with all applicable Laws. Notwithstanding anything to the contrary contained herein, if on the date of the Parent Stockholder Meeting, or a date preceding the date on which the Parent Stockholder Meeting is scheduled, Parent reasonably believes that (i) it will not receive proxies sufficient to obtain the Parent Stockholder Vote, whether or not a quorum would be present or (ii) it will not have sufficient shares of Parent Common Stock represented (whether in person or by proxy) to constitute a quorum necessary to conduct the business of the Parent Stockholder Meeting, Parent may postpone or adjourn, or make one or more successive postponements or adjournments of, the Parent Stockholder Meeting, as long as the date of the Parent Stockholder Meeting is not postponed or adjourned more than an aggregate of thirty (30) days in connection with any postponements or adjournments.

(b) Parent agrees that (i) the Board of Directors of Parent shall recommend that the holders of Parent Common Stock vote to approve the Parent Stockholder Matters and shall use commercially reasonable efforts to solicit such approval within the timeframe set forth in Section 6.9(a) above, and (ii) the Proxy Statement shall include a statement to the effect that the Board of Directors of Parent recommends that Parent’s stockholders vote to approve the Parent Stockholder Matters (the recommendation of the Parent Board being referred to as the “**Parent Board Recommendation**”).

ARTICLE 7

CONDITIONS TO EXCHANGE

7.1 Condition to Obligation of Each Party to Effect the Exchange. The respective obligations of Parent, the Company and the Selling Shareholders to consummate the transactions contemplated herein are subject to the satisfaction or waiver in writing prior to the Effective Time of the following conditions:

(a) **No Injunctions.** No temporary restraining Order, preliminary or permanent injunction issued by any court of competent jurisdiction preventing or prohibiting the consummation of the Exchange or the other transactions contemplated herein shall be in effect; provided, however, that each Party shall have used its commercially reasonable efforts to prevent the entry of any such Orders or injunctions and to appeal as promptly as possible any such Orders or injunctions and to appeal as promptly as possible any such Orders or injunctions that may be entered.

(b) **Stockholder Approval.** Parent shall have obtained the Parent Stockholder Exchange Vote and the Company shall have obtained the Required Company Shareholder Vote.

(c) **Effectiveness of Registration Statement.** The Registration Statement shall have become effective in accordance with the provisions of the Securities Act, and shall not be subject to any stop order or proceeding (or threatened proceeding by the SEC) seeking a stop order with respect to the Registration Statement that has not been withdrawn. Any material state securities laws applicable to the issuance of the shares of Parent Common Stock in connection with the transactions contemplated under this Agreement shall have been complied with and no stop order (or similar order) shall have been issued or threatened in writing in respect of thereof by any applicable state securities commissioner or court of competent jurisdiction.

(d) **Listing.** The shares of Parent Common Stock to be issued in the Exchange pursuant to this Agreement shall have been approved for listing (subject to official notice of issuance) on Nasdaq as of the Closing.

(e) **Value of Exchange Shares.** Parent and the Selling Shareholders shall agree in writing that the Exchange Shares represent mutually acceptable consideration for the acquisition of the Shares. In the event the amount, timing or value of the Exchange Shares is not mutually acceptable to both Parties, the Parties agree to negotiate in good faith an adjustment to the Exchange Shares, including a potential earnout.

7.2 Additional Conditions to Obligations of Parent. The obligations of Parent to consummate the transactions contemplated herein are also subject to the satisfaction or waiver in writing prior to the Effective Time of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of each of the Company and the Selling Shareholders contained in this Agreement and in any certificate delivered to Parent pursuant hereto shall be true and correct as of immediately prior to the Effective Time with the same force and effect as if made at and as of such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct as of that date), except where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, and Parent shall have received a certificate to such effect signed by the President and the Chief Executive Officer of the Company.

(b) **Agreements and Covenants.** Each of the Company and the Selling Shareholders shall have performed in all material respects, or complied with in all material respects, all agreements and covenants required by this Agreement to be performed or complied with by them prior to the Effective Time, and Parent shall have received a certificate to such effect signed by the President and Chief Executive Officer of the Company.

(c) **Certificate of Secretary.** The Company shall have delivered to Parent a certificate executed by the Secretary of the Company, certifying: (i) resolutions duly adopted by the Board of Directors of the Company authorizing this Agreement and the Exchange; (ii) the Governing Documents of the Company as in effect immediately prior to the Effective Time, including all amendments thereto; and (iii) the incumbency of the officers of the Company, executing this Agreement and all agreements and documents contemplated hereby.

(d) **Consents Obtained.** All consents, waivers, approvals, authorizations or Orders required to be obtained, and all filings required to be made, by the Company for the authorization, execution and delivery of this Agreement and the consummation by it of the transactions contemplated hereby shall have been obtained and made by the Company, except for such consents, waivers, approvals, authorizations and Orders, and such filings, which would not be reasonably likely to have a Material Adverse Effect on the Company or the Parent.

(e) **Absence of Material Adverse Effect.** Since the date of this Agreement, there shall not have been any Material Adverse Effect with respect to the Company.

(f) **Company Shareholder Written Consent.** The Company Shareholder Written Consent executed by the Selling Shareholders shall be in full force and effect.

(g) **Due Diligence.** Parent shall have completed its legal, financial, tax, commercial, and operational due diligence review of the Company to Parent's reasonable satisfaction, except to the extent any issues arising from such due diligence review are specifically disclosed in the Company Disclosure Schedule.

(h) **Selling Shareholder Representation Letter.** Each of the Selling Shareholders shall have completed and executed the selling shareholder representation letter attached hereto as Exhibit E.

(i) **Lock-Up Agreement.** Certain of the Selling Shareholders, as agreed upon by Parent, shall have executed the Lock-Up Agreement in the form attached hereto as Exhibit E.

7.3 Additional Conditions to Obligations of the Company. The obligations of the Company and the Selling Shareholders to consummate the transactions contemplated herein are also subject to the satisfaction or waiver in writing prior to the Effective Time of the following conditions:

(a) **Representations and Warranties.** The representations and warranties of Parent contained in this Agreement and in any certificate delivered to the Company pursuant hereto shall be true and correct as of immediately prior to the Effective Time with the same force and effect as if made at and as such time (except those representations and warranties that address matters only as of a particular date, which shall be true and correct as of that date), except where the failure of such representations and warranties to be so true and correct would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Parent, and the Company shall have received a certificate to such effect signed by the Chief Executive Officer of Parent.

(b) **Agreements and Covenants.** Parent shall have performed in all material respects, or complied with in all material respects, all agreements and covenants required by this Agreement to be performed or complied with by them prior to the Effective Time, and the Company shall have received a certificate to such effect signed by the Chief Executive Officer of Parent.

(c) **Certificate of Secretary.** Parent shall have delivered to the Company a certificate executed by the Secretary of Parent certifying: (i) resolutions duly adopted by the Board of Directors and stockholders of Parent authorizing this Agreement and the Exchange; (ii) the Certificate of Incorporation and Bylaws of Parent as in effect immediately prior to the Effective Time, including all amendments thereto; and (iii) the incumbency of the officers of Parent executing this Agreement and all agreements and documents contemplated hereby.

(d) **Consents Obtained.** All consents, waivers, approvals, authorizations or Orders required to be obtained, and all filings required to be made, by Parent for the authorization, execution and delivery of this Agreement and the consummation by it of the transactions contemplated hereby shall have been obtained and made by Parent, except for such consents, waivers, approvals, authorizations and Orders, and such filings, which would not be reasonably likely to have a Material Adverse Effect on Parent.

(e) **Absence of Material Adverse Effect.** Since the date of this Agreement, there shall not have been any Material Adverse Effect on Parent.

ARTICLE 8

TERMINATION

8.1 Termination. This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the Exchange by the shareholders of the Company and Parent, unless specified below:

(a) by mutual written agreement of the Company and Parent duly authorized by the Boards of Directors of the Company and Parent;

(b) by either the Company or Parent, if the other Party has breached any representation, warranty, covenant or agreement of such other Party set forth in this Agreement and such breach (i) has resulted in or is reasonably expected to result in a Material Adverse Effect on such other Party or would prevent or materially delay the consummation of the Exchange, (ii) has not been cured by such breaching Party within thirty (30) days following written notice of such breach from the non-breaching Party, and (iii) has not been waived by the non-breaching Party; provided, however, that the right to terminate this Agreement under this Section 8.1(b) shall not be available to any Party whose breach of any representation, warranty, covenant or agreement set forth in this Agreement has been the cause of, or resulted in, such other Party's breach;

(c) by either the Company or Parent, if all the conditions to the obligations of such Party for Closing the Exchange shall not have been satisfied or waived on or before the Final Date (as defined below); provided that in the event the SEC has declared effective under the Securities Act the Registration Statement by the Final Date, then either the Company or Parent shall be entitled to extend the Final Date for an additional sixty (60) days in order to hold the Parent Stockholder Meeting and obtain the Parent Stockholder Exchange Vote; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(c) shall not be available to any Party whose breach of any representation, warranty, covenant or agreement set forth in this Agreement has been the cause of, or resulted in, such failure;

(d) by either the Company or Parent, if any Law, permanent injunction or other Order by any Governmental Entity which would make illegal or otherwise restrain or prohibit the consummation of the Exchange shall have been issued, entered, or enacted and shall have become final and nonappealable; provided, however, that the right to terminate this Agreement pursuant to this Section 8.1(d) shall not be available to any Party whose breach of any representation, warranty, covenant or agreement set forth in this Agreement has been the cause of, or resulted in, the issuance, entry, or enactment of any such Law or Order;

(e) by either the Company or Parent if (i) the Parent Stockholder Meeting (including any adjournments and postponements thereof) shall have been held and completed and Parent's stockholders shall have taken a final vote on the Parent Stockholder Matters, and (ii) the Parent Stockholder Exchange Approval Matter shall not have been approved at the Parent Stockholder Meeting (or at any adjournment or postponement thereof) by the Parent Stockholder Exchange Vote; provided, however, that the right to terminate this Agreement under this Section 8.1(e) shall not be available to Parent where the failure to obtain the Parent Stockholder Exchange Vote shall have been caused by the action or failure to act of Parent and such action or failure to act constitutes a material breach by Parent of this Agreement; or

(f) by Parent if the Required Company Shareholder Vote shall not have been obtained within two (2) Business Days of the Registration Statement becoming effective in accordance with the provisions of the Securities Act; provided, however, that once the Required Company Shareholder Vote has been obtained, Parent may not terminate this Agreement pursuant to this Section 8.1(f).

As used herein, the “**Final Date**” shall be December 31, 2026.

8.2 Notice of Termination. Any termination of this Agreement under Section 8.1 above will be effective immediately upon the delivery of written notice of the terminating Party to the other Party hereto specifying with reasonable particularity the reason for such termination.

8.3 Effect of Termination. In the case of any termination of this Agreement as provided in this Article 8, this Agreement shall be of no further force and effect, with no liability on the part of any Party to this Agreement (or any stockholder, director, officer, employee, agent or representative of such Party) to any other Party hereto, except (i) with respect to Section 6.2, Section 6.5, this Section 8.3, Article 9 and Article 10 (and any related definitions contained in any such Sections or Articles), which shall remain in full force and effect and (ii) with respect to any liabilities or damages incurred or suffered by a Party, to the extent such liabilities or damages were the result of fraud or the material breach by another Party of any of its representations, warranties, covenants or other agreements set forth in this Agreement.

ARTICLE 9

SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

None of the representations and warranties contained in this Agreement or in any instrument delivered under this Agreement will survive the Effective Time. This Article 9 does not limit any covenant of the parties to this Agreement which, by its terms, contemplates performance after the Effective Time.

ARTICLE 10

GENERAL PROVISIONS

10.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received hereunder (a) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable international overnight courier service, (b) upon delivery in the case of delivery by hand or (c) on the date delivered in the place of delivery if sent by email or facsimile (with a written or electronic confirmation of delivery) prior to 6:00 p.m. (New York City time), otherwise on the next succeeding Business Day, in each case to the intended recipient as set forth below:

(a) If to Parent:

Bio Green Med Solution, Inc.
Level 10, Tower 11, Avenue 5, No. 8
Jalan Kerinchi, Kuala Lumpur, Malaysia 59200
Attn: Datuk Dr. Doris Wong Sing Ee, Chief Executive Officer
Ph:
Email:

with a copy to (which shall not constitute notice):

Rimon, P.C.
423 Washington Street, Suite 600
San Francisco, California 94111 U.S.A.
Attn: Mark Lee; Debbie Klis
Ph: (418) 683-5472 or (202) 935-3390
Email: mark.c.lee@rimonlaw.com; debbie.klis@rimonlaw.com

(b) If to the Company or the Selling Shareholders:

Future NRG Sdn. Bhd.
Lot PT 6127, 3A/1,
Jalan Tech Valley, Bandar Sri
Sendayan, Seremban
Negeri Sembilan, Malaysia
Attn: Pun Kah Weng, Director
Ph:
Email:

with a copy to (which shall not constitute notice):

Messrs Rohamat & Ling
1009, Level 10, Menara PJ,
Pusat Perdagangan Amcorp,
No. 18, Jalan Persiaran Barat,
46050, Petaling Jaya, Selangor, Malaysia
Attn: Mark Wong & Bernard Tee
Ph: +603-79325115/ +603- 7932 5050
Email: corporate@r-ling.com

10.2 Amendment. This Agreement may be amended with the approval of the respective boards of directors of the Company and Parent, and all of the Selling Shareholders at any time (whether before or after the adoption and approval of this Agreement by the Selling Shareholders or before or after obtaining the Parent Stockholder Vote); provided, however, that after any such approval of this Agreement by a Party's stockholders, no amendment shall be made which by Law requires further approval of such stockholders without the further approval of such stockholders. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Company, the Selling Shareholders and Parent.

10.3 Waiver. Any provision hereof may be waived by the waiving Party solely on such Party's own behalf, without the consent of any other Party. No failure on the part of any Party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

10.4 Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of any Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other rights. Except as otherwise provided hereunder, all rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

10.6 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.

10.7 Entire Agreement. This Agreement (including the Company Disclosure Schedule and the Parent Disclosure Schedule together with the other Transaction Documents and the exhibits and schedules attached hereto and thereto and the certificates referenced herein) constitutes the entire agreement and supersedes all prior agreements and understandings, both oral and written, among the Parties, or any of them, with respect to the subject matter hereof.

10.8 Assignment. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the Parties and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any of a Party's rights or obligations hereunder may be assigned or delegated by such Party without the prior written consent of the other Party, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such Party without the other Party's prior written consent shall be void and of no effect.

10.9 Parties In Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their permitted assigns and respective successors, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement, including, without limitation, by way of subrogation.

10.10 Governing Law. This Agreement will be governed by, and construed and enforced in accordance with the Laws of the State of Delaware as applied to Contracts that are executed and performed in Delaware, without regard to the principles of conflicts of Law thereof. EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE (OR, IF THE COURT OF CHANCERY OF THE STATE OF DELAWARE DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY STATE OR FEDERAL COURT WITHIN THE STATE OF DELAWARE) IN RESPECT OF ANY CLAIM, DISPUTE, OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY WAIVES, AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING FOR THE INTERPRETATION OR ENFORCEMENT HEREOF OR OF ANY SUCH DOCUMENT, THAT IT IS NOT SUBJECT THERETO OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN SUCH COURTS OR THAT THE VENUE THEREOF MAY NOT BE APPROPRIATE OR THAT THIS AGREEMENT MAY NOT BE ENFORCED IN OR BY SUCH COURTS, AND THE PARTIES HERETO IRREVOCABLY AGREE THAT ALL CLAIMS WITH RESPECT TO SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS. THE PARTIES HEREBY CONSENT TO AND GRANT ANY SUCH COURT JURISDICTION OVER THE PERSON OF SUCH PARTIES AND OVER THE SUBJECT MATTER OF SUCH DISPUTE AND AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 10.1, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF.

10.11 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.12 Counterparts. This Agreement may be executed in two or more counterparts, any one of which need not contain the signatures of more than one Party, but all such counterparts taken together will constitute one and the same Agreement. This Agreement will become effective when each Party to this Agreement will have received counterparts signed by all of the other parties. This Agreement, to the extent a signed version hereof or signature hereto is delivered by means of a facsimile machine or electronic mail (any such delivery, an “**Electronic Delivery**”), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party hereto, each other Party hereto shall re-execute original forms hereof and deliver them in person to all other parties. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such Party forever waives any such defense, except to the extent such defense related to lack of authenticity.

10.13 Attorneys’ Fees. If any action or proceeding relating to this Agreement, or the enforcement of any provision of this Agreement is brought by a Party hereto against any Party hereto, the prevailing Party shall be entitled to recover reasonable attorneys’ fees, costs and disbursements (in addition to any other relief to which the prevailing Party may be entitled).

10.14 Representation. The Parties to this Agreement, and each of them, acknowledge, agree, and represent that it: (a) has been represented in connection with the negotiation and preparation of this Agreement by counsel of that Party’s choosing; (b) has read this Agreement and has had it fully explained by its counsel; (c) is fully aware of the contents and legal effect of this Agreement; and (d) enters into and signs the same by its own free will.

10.15 Drafting. The Parties to this Agreement acknowledge that each of them have participated in the drafting and negotiation of this Agreement. For purposes of interpreting this Agreement, each provision, paragraph, sentence and word herein shall be deemed to have been jointly drafted by both parties. The parties intend for this Agreement to be construed and interpreted neutrally in accordance with the plain meaning of the language contained herein, and not presumptively construed against any actual or purported drafter of any specific language contained herein.

10.16 Interpretation. For purposes of this Agreement, references to the masculine gender shall include feminine and neuter genders and entities. Where a reference in this Agreement is made to a Section, Exhibit or Schedule, such reference shall be to a Section of, Exhibit to or Schedule of this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to “this Agreement” shall include the Company Disclosure Schedule and the Parent Disclosure Schedule.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Exchange Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BIO GREEN MED SOLUTION, INC., a Delaware corporation

By: _____
Name: Datuk Dr. Doris Wong Sing Ee
Title: Chief Executive Officer

FUTURE NRG SDN. BHD., a Malaysia private limited company

By: _____
Name: Pun Kah Weng
Title: Director

**COUNTERPART SIGNATURE PAGE
TO
BUSINESS COMBINATION AGREEMENT**

The undersigned does hereby agree to be bound by all of the terms and provisions of the Business Combination Agreement, including all exhibits and schedules attached thereto, dated June 4, 2026, by and among Bio Green Med Solution, Inc., a Delaware corporation, Future NRG Sdn. Bhd., a Malaysian private limited company (the “**Company**”) and each of the shareholders of the Company.

Selling Shareholder:

Name (Please Type or Print)

(Signature)

Ordinary Shares held by Selling Shareholder: _____

EXHIBIT A

CERTAIN DEFINITIONS

The following terms, as used in the Agreement, have the following meanings:

“Accounts Receivable” shall have the meaning as set forth in Section 2.14 of the Agreement.

“Additional Company Interim Financial Statements” means an unaudited interim financial statements for each interim period completed prior to Closing that would be required to be included in the Registration Statement or any periodic report due prior to the Closing if the Company were subject to the periodic reporting requirements under the Securities Act or the Exchange Act.

“Affiliate(s)” shall have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Exchange Act.

“Aggregate Transaction Consideration Value” means \$2,000,000,000.

“Agreement” shall have the meaning as set forth in the Preamble.

“Alternative Acquisition” shall have the meaning as set forth in Section 4.4 of the Agreement.

“Assets” of a Person shall mean all of the assets, properties, businesses and rights of such Person of every kind, nature, character and description, whether real, personal or mixed, tangible or intangible, accrued or contingent, or otherwise relating to or utilized in such Person’s business, directly or indirectly, in whole or in part, whether or not carried on the books and records of such Person, and whether or not owned in the name of such Person or any Affiliate of such Person and wherever located.

“Benefit Plans” shall have the meaning as set forth in Section 2.10 of the Agreement.

“BGMS” means the Nasdaq symbol where Shares of common stock of Parent, par value \$0.001, are shown.

“Business Day” means any day other than a day on which banks in the State of New York are authorized or obligated to close.

“Closing” shall have the meaning as set forth in Section 1.3 of the Agreement.

“Closing Date” shall have the meaning as set forth in Section 1.3 of the Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” shall have the meaning as set forth in the Preamble.

“Company Audited Financial Statements” means audited financial statements for each of its fiscal years required to be included in the Registration Statement, together with the auditor’s report thereon.

“Company Balance Sheet Date” shall have the meaning as set forth in Section 2.6(b) of the Agreement.

“Company Board Recommendation” shall have the meaning as set forth in Section 6.8(b).

“Company Disclosure Schedule” shall have the meaning as set forth in the opening paragraph of Article 2 of the Agreement.

“Company Financial Statements” shall have the meaning as set forth in Section 2.6(a) of the Agreement.

“Company Interim Financial Statements” means the Company Q1 2026 Interim Financial Statements.

“Company Material Contract” shall have the meaning as set forth in Section 2.13 of the Agreement.

“Company Ordinary Shares” means the ordinary shares of the Company.

“Company-Owned IP” means all Intellectual Property owned or purported to be owned by the Company.

“Company Q1 2026 Interim Financial Statements” unaudited interim financial statements for the interim period completed March 31, 2026.

“Company Required S-4 Information” shall have the meaning as set forth in Section 6.7(d).

“Company Shareholder Written Consents” shall have the meaning as set forth in Section 6.8(a).

“Contract” means any written or oral agreement, arrangement, commitment, contract, indenture, instrument, lease, obligation, plan, restriction, understanding or undertaking of any kind or character, or other document to which any Person is a party or by which such Person is bound or affecting such Person’s capital stock, Assets or business.

“Copyrights” shall have the meaning as set forth in Section 2.16(a) of the Agreement.

“Data Protection Laws” means all applicable Laws relating to data privacy, data protection, cybersecurity, and the collection, storage, use, disclosure, and transfer of Personal Data.

“Default” means (i) any breach or violation of or default under any Contract, Order or Permit, (ii) any occurrence of any event that with the passage of time or the giving of notice or both would constitute a breach or violation of or default under any Contract, Order or Permit, or (iii) any occurrence of any event that with or without the passage of time or the giving of notice would give rise to a right to terminate or revoke, change the current terms of, or renegotiate, or to accelerate, increase, or impose any Liability under, any Contract, Order or Permit.

“DGCL” means the Delaware General Corporation Law.

“Effective Time” shall have the meaning as set forth in Section 1.4 of the Agreement.

“Electronic Delivery” shall have the meaning as set forth in Section 10.11 of the Agreement.

“Environmental Laws” mean any and all federal, state, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, codes, plans, injunctions, Permits, concessions, grants, franchises, licenses, agreements and governmental restrictions, relating to human health, the environment or to emissions, discharges or releases of pollutants, contaminants or other Hazardous Material or wastes into the environment, including without limitation ambient air, surface water, ground water or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants or other Hazardous Material or wastes or the clean-up or other remediation thereof.

“Exchange” shall have the meaning as set forth in the Recitals.

“Exchange Act Documents” shall have the meaning as set forth in Section 2.20 of the Agreement.

“Exchange Shares” shall have the meaning as set forth in Section 1.1(b) of the Agreement.

“Final Date” shall have the meaning as set forth in Section 8.1 of the Agreement.

“Future Financing” means a potential equity financing between the Closing Date and twenty four months thereafter, undertaken by Parent for up to \$50,000,000, at a price range and for use of proceeds to be determined prior to filing the Form S-4.

“Form S-4” shall have the meaning as set forth in Section 6.7(a) of the Agreement.

“GAAP” means U.S. generally accepted accounting principles in effect as of the date hereof.

“Governing Documents” means, with respect to any Person that is an entity, its certificate of incorporation or formation, bylaws, operating agreement, constitution, memorandum and articles of association or similar organizational documents, in each case, as amended.

“Governmental Entity” means any government or any agency, bureau, board, directorate, commission, court, department, official, political subdivision, tribunal, or other instrumentality of any government, whether federal, state or local, domestic or foreign.

“Hazardous Material” means any toxic, radioactive, corrosive or otherwise hazardous substance, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics, which in any event is regulated under any Environmental Law.

“Intellectual Property” shall have the meaning as set forth in Section 2.16(a) of the Agreement.

“Knowledge” means the actual knowledge of the officers of a party, and knowledge that a reasonable person in such capacity should have after due inquiry.

“Law” means any code, law, ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its Assets, liabilities or business, including those promulgated, interpreted or enforced by any Regulatory Authority.

“Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect to such asset.

“Malaysia Form of Transfer” means a form for the transfer of securities pursuant to Form Section 105 of the Malaysian Companies Act, in substantially the form of Exhibit C.

“Malaysian Companies Act” means the Laws of Malaysia, Act 125, Companies Act 2016.

“Marks” shall have the meaning as set forth in Section 2.16(a) of the Agreement.

“Material” and “Materially” for purposes of this Agreement shall be determined in light of the facts and circumstances of the matter in question; provided that any specific monetary amount stated in this Agreement shall determine materiality in that instance.

“Material Adverse Effect” means, with respect to any Person, a material adverse effect on the condition (financial or otherwise), business, Assets, liabilities or the results of operations of such Person and its Subsidiaries taken as a whole; provided, however, that any adverse change, event, development or effect arising from or relating to any of the following shall not be taken into account in determining whether there has been a Material Adverse Effect: (a) general business or economic conditions, (b) national or international political or social conditions, including the engagement by the United States or Malaysia in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States or Malaysia, respectively, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States or Malaysia, respectively, (c) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (d) changes in GAAP, (e) changes in laws, rules, regulations, orders, or other binding directives issued by any Governmental Entity or (f) the taking of any action required by this Agreement and the other agreements contemplated hereby.

“Material Contract Default” means a default under any Contract which would (A) permit any other party to cancel or terminate the same (with or without notice of passage of time) or (B) provide a basis for any other party to claim money damages in excess of \$100,000 (either individually or in the aggregate with all other such claims under that contract) or (C) give rise to a right of acceleration of any material obligation or loss of any material benefit under any such Contract.

“Medical Waste” shall have the meaning as set forth in Section 2.12(b) of the Agreement.

“Medical Waste Permits” shall have the meaning as set forth in Section 2.12(b) of the Agreement.

“Nasdaq” means The Nasdaq Capital Market.

“Nasdaq Reverse Split” means a reverse stock split of all outstanding shares of Parent Common Stock effected by Parent for the purpose of maintaining compliance with Nasdaq listing standards.

“OFAC” also known as the Office of Foreign Assets Control of the U.S. Treasury Department.

“Order” means any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, arbitrator, mediator, tribunal, administrative agency or Regulatory Authority.

“Parent” shall have the meaning as set forth in the Preamble of the Agreement.

“Parent Accounts Receivable” shall have the meaning as set forth in Section 3.14 of the Agreement.

“Parent Alternative Acquisition” shall have the meaning as set forth in Section 5.8 of the Agreement.

“Parent Balance Sheet Date” shall have the meaning as set forth in Section 3.6(b) of the Agreement.

“Parent Board Recommendation” shall have the meaning as set forth in Section 6.9(b) of the Agreement.

“Parent Common Stock” shall have the meaning as set forth in Section 3.1 of the Agreement.

“Parent Disclosure Schedule” shall mean the written disclosure schedule delivered prior to the execution of the Agreement by Parent to the Company that is arranged in paragraphs corresponding to the numbered and lettered paragraphs corresponding to the numbered and lettered paragraphs contained in the Agreement.

“Parent Material Contract” shall have the meaning as set forth in Section 3.13 of the Agreement.

“Parent Preferred Stock” shall have the meaning as set forth in Section 3.3 of the Agreement.

“Parent SEC Documents” shall have the meaning as set forth in Section 3.6(a) of the Agreement.

“Parent Stockholder Exchange Approval Matter” shall have the meaning as set forth in Section 6.9(a) of the Agreement.

“Parent Stockholder Exchange Vote” means the affirmative vote of a majority of (a) the shares of Parent Common Stock properly cast is the only vote of the holders of any class or series of Parent’s capital stock necessary to approve this Agreement and thereby approve the transactions contemplated under this Agreement, including the issuance of the Exchange Shares to the Selling Shareholders pursuant to the terms of this Agreement.

“Parent Stockholder Matters” shall have the meaning as set forth in Section 6.9(a) of the Agreement.

“Parent Stockholder Meeting” shall have the meaning as set forth in Section 6.9(a) of the Agreement.

“Parent Stockholder Vote” shall have the meaning as set forth in Section 3.17 of the Agreement.

“Party” or “Parties” means the Company, the Selling Shareholders and Parent.

“Patents” shall have the meaning as set forth in Section 2.16(a) of the Agreement.

“Permit” means any federal, state, local, and foreign governmental approval, authorization, certificate, consent, easement, filing, franchise, letter of good standing, license, notice, permit, qualification, registration or right of or from any Governmental Entity (or any extension, modification, amendment or waiver of any of these) to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, Assets or business, or any notice, statement, filing or other communication to be filed with or delivered to any Governmental Entity.

“Person” means an individual, a corporation, a partnership, an association, a trust, a limited liability company or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

“Personal Data” means any data relating to an identified or identifiable natural person that is protected under applicable Data Protection Laws.

“Proxy Statement” means a statement relating to the Parent Stockholder Meeting to be held in connection with the Exchange (together with any amendments thereof or supplements thereto).

“Registration Statement” means the Proxy Statement and the Form S-4, collectively.

“Required Company Shareholder Vote” means the affirmative unanimous vote (or written consent) of the Selling Shareholders.

“Sanctions List” shall have the meaning as set forth in Section 2.22(c) of the Agreement.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Share” or “Shares” shall have the meaning as set forth in Section 1.1(a) of the Agreement.

“Software” shall have the meaning as set forth in Section 2.16(a) of the Agreement.

“Subsidiary” means, with respect to any Person, (i) any corporation, limited liability company, association or other business entity of which more than fifty percent (50%) of the total voting power of the capital shares entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof) and (ii) any partnership (a) the sole general partner or managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

“Tax” or “Taxes” means all United States federal, state, provincial, local or foreign taxes and any other applicable duties, levies, fees, charges and assessments that are in the nature of a tax, including income, gross receipts, property, sales, use, license, excise, franchise, ad valorem, value-added, transfer, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, capital stock, real property, personal property, alternative or add-on minimum, estimated, social security payments, and health taxes and any deductibles relating to wages, salaries and benefits and payments to subcontractors, together with all interest, penalties and additions imposed with respect to such amounts.

“Tax Return” shall have the meaning as set forth in Section 2.11(c) of the Agreement.

“Technology” shall have the meaning as set forth in Section 2.16(a) of the Agreement.

“Trade Secrets” shall have the meaning as set forth in Section 2.16(a) of the Agreement.

“Trading Day” means any day on which the Nasdaq is open for trading.

“Transaction Consideration Shares” means that number of shares of Parent Common Stock equal to the quotient of Aggregate Transaction Consideration Value divided by (y) thirty (30) day VWAP immediately prior to the Closing Date.

“Transaction Documents” means the Agreement and any other document executed and delivered pursuant hereto, together with any exhibits or schedules to such documents.

“Transfer Agent” shall mean Equiniti Trust Company, LLC.

“Transfer Taxes” shall have the meaning as set forth in Section 6.3 of this Agreement.

“VWAP” means, for any Trading Day, the daily volume weighted average price of the Parent Common Stock for such Trading Day on Nasdaq (or, if the Parent Common Stock are not then listed on Nasdaq, on the principal national securities exchange on which the Parent Common Stock are then listed) as reported by Bloomberg L.P. (or, if Bloomberg L.P. is not then available, by such other reliable source as reasonably determined by Parent).

EXHIBIT F
FORM OF LOCK-UP AGREEMENT

_____, 2026

Re: Business Combination Agreement, dated as of June 4, 2026 (the “**Agreement**”), among Bio Green Med Solution, Inc. (“**Parent**”), Future NRG Sdn. Bhd. (the “**Company**”) and the Selling Shareholders signatory thereto (each, a “**Selling Shareholder**” and, collectively, the “**Selling Shareholders**”)

Ladies and Gentlemen:

Defined terms not otherwise defined in this letter agreement (the “**Letter Agreement**”) shall have the meanings set forth in the Agreement. Pursuant to Section 7.2(i) of the Agreement and in satisfaction of a condition of the Company’s obligations under the Agreement, the undersigned irrevocably agrees with Parent that, from the date hereof until one hundred eighty (180) days after the Effective Time (such period, the “**Restriction Period**”) the undersigned will not offer, sell, contract to sell, hypothecate, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any Affiliate of the undersigned or any person in privity with the undersigned or any Affiliate of the undersigned), directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), with respect to, any shares of Common Stock of Parent or securities convertible, exchangeable or exercisable into, shares of Common Stock of Parent beneficially owned, held or hereafter acquired by the undersigned (the “**Securities**”) or make any demand for or exercise any right or cause to be filed a registration, including any amendments thereto, with respect to the registration of any shares of Common Stock or Common Stock Equivalents or publicly disclose the intention to do any of the foregoing. Beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act. The undersigned acknowledges that Parent shall provide written notice to the transfer agent of Parent to inform them of the Restriction Period, which written notice shall include notification by email. In order to enforce this covenant, Parent shall impose irrevocable stop-transfer instructions preventing the transfer agent of Parent from effecting any actions in violation of this Letter Agreement.

Notwithstanding the foregoing, and subject to the conditions below, the undersigned may transfer the Securities provided that (1) Parent receives a signed lock-up letter agreement (in the form of this Letter Agreement) for the balance of the Restriction Period from each donee, trustee, distributee, or transferee, as the case may be, prior to such transfer, (2) any such transfer shall not involve a disposition for value, (3) such transfer is not required to be reported with the Securities and Exchange Commission in accordance with the Exchange Act and no report of such transfer shall be made voluntarily, and (4) neither the undersigned nor any donee, trustee, distributee or transferee, as the case may be, otherwise voluntarily effects any public filing or report regarding such transfers, with respect to transfer:

- i) as a *bona fide* gift or gifts;
 - ii) to any immediate family member or to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for purposes of this Letter Agreement, “immediate family” shall mean any relationship by blood, marriage or adoption, not more remote than first cousin);
-

- iii) to any corporation, partnership, limited liability company, or other business entity all of the equity holders of which consist of the undersigned and/or the immediate family of the undersigned;
- iv) if the undersigned is a corporation, partnership, limited liability company, trust or other business entity (a) to another corporation, partnership, limited liability company, trust or other business entity that is an Affiliate of the undersigned or (b) in the form of a distribution to limited partners, limited liability company members or stockholders of the undersigned;
- v) if the undersigned is a trust, to the beneficiary of such trust; or
- vi) by will, other testamentary document or intestate succession to the legal representative, heir, beneficiary or a member of the immediate family of the undersigned.

In addition, notwithstanding the foregoing, this Letter Agreement shall not restrict the delivery of shares of Common Stock to the undersigned upon (i) exercise any options granted under any employee benefit plan of Parent; provided that any shares of Common Stock or Securities acquired in connection with any such exercise will be subject to the restrictions set forth in this Letter Agreement, or (ii) the exercise of warrants; provided that such shares of Common Stock delivered to the undersigned in connection with such exercise are subject to the restrictions set forth in this Letter Agreement.

Furthermore, the undersigned may enter into any new plan established in compliance with Rule 10b5-1 of the Exchange Act; provided that (i) such plan may only be established if no public announcement or filing with the Securities and Exchange Commission, or other applicable regulatory authority, is made in connection with the establishment of such plan during the Restriction Period and (ii) no sale of shares of Common Stock are made pursuant to such plan during the Restriction Period.

The undersigned acknowledges that the execution, delivery and performance of this Letter Agreement is a material inducement to Parent to complete the transactions contemplated by the Agreement and Parent shall be entitled to specific performance of the undersigned's obligations hereunder. The undersigned hereby represents that the undersigned has the power and authority to execute, deliver and perform this Letter Agreement, that the undersigned has received adequate consideration therefor and that the undersigned will indirectly benefit from the closing of the transactions contemplated by the Agreement.

This Letter Agreement may not be amended or otherwise modified in any respect without the written consent of each of Parent and the undersigned. This Letter Agreement shall be construed and enforced in accordance with the laws of the State of Delaware without regard to the principles of conflict of laws. The undersigned hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts in the State of Delaware, for the purposes of any suit, action or proceeding arising out of or relating to this Letter Agreement, and hereby waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court, (ii) the suit, action or proceeding is brought in an inconvenient forum, or (iii) the venue of the suit, action or proceeding is improper. The undersigned hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by receiving a copy thereof sent to the Company at the address in effect for notices to it under the Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. The undersigned hereby waives any right to a trial by jury. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. The undersigned agrees and understands that this Letter Agreement does not intend to create any relationship between the undersigned and any Selling Shareholders and that no Selling Shareholder is entitled to cast any votes on the matters herein contemplated and that no issuance or sale of the Securities is created or intended by virtue of this Letter Agreement.

This Letter Agreement shall be binding on successors and assigns of the undersigned with respect to the Securities and any such successor or assign shall enter into a similar agreement for the benefit of Parent. This Letter Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

*** SIGNATURE PAGE FOLLOWS***

This Letter Agreement may be executed in two or more counterparts, all of which when taken together may be considered one and the same agreement.

Signature

Print Name

Position in Company, if any

Address for Notice:

By signing below, Parent agrees to enforce the restrictions on transfer set forth in this Letter Agreement.

BIO GREEN MED SOLUTION, INC.

By: _____
Name: Datuk Dr. Doris Wong Sing Ee
Title: Chief Executive Officer



P R E S S R E L E A S E

BIO GREEN MED SOLUTION, INC. ANNOUNCES BUSINESS COMBINATION AGREEMENT TO ACQUIRE FUTURE NRG SDN. BHD.

- **Creation of a next-generation environmental platform:** The proposed transaction brings together essential safety and environmental services, with a strategic focus on regulatory-driven industries where compliance, technical expertise, and reliability are paramount, into a single, globally scalable platform.
- **Integrated fuels, infrastructure, and environmental markets:** The combined company is expected to link niche sectors of the fire safety and green waste treatment businesses that involve mandatory compliance frameworks that drive consistent demand for these products and services, providing a resilient and diversified revenue base.
- **Supports overlap in end-customer markets.** Future NRG Sdn. Bhd. serves thousands of healthcare waste generators and Fitters Sdn. Bhd., a wholly-owned subsidiary of Bio Green Med Solution, Inc., delivers certified safety solutions, including fire extinguishers, foam systems, fire-resistant doors, PPE and fire safety apparel, that enhance protection across commercial, industrial, healthcare, and residential sectors. Their integration would allow the combined entity to offer a bundled compliance solution with clinical waste disposal and fire safety equipment through a single relationship, potentially increasing customer retention and per-account revenue.

KUALA LUMPUR, MALAYSIA, June 4, 2026 - Bio Green Med Solution, Inc. (NASDAQ: BGMS; the “Company”) today announced that it entered into a Business Combination Agreement (“BCA”) with Future NRG Sdn. Bhd. (“Future NRG”) in an all stock share exchange transaction. Future NRG is a Malaysia-based technology integrator and project developer operating at the forefront of innovative and sustainable medical waste management, for healthcare waste generators including clinics, dental practices, veterinary clinics, dialysis centers, laboratories, and factories, offering advanced waste-to-energy and waste-to-resource projects using advanced, market-proven clean technology. Upon completion of the share exchange, which is subject to approval by BGMS and Future NRG’s shareholders, the combined company is expected to continue operating under the name Bio Green Med Solution, Inc. and continue trading on the Nasdaq Capital Market under the ticker symbol “BGMS”.

Pursuant to the BCA, the parties intend to effect a share exchange between BGMS and the Future NRG selling shareholders, in which Future NRG will become a wholly-owned subsidiary of BGMS, in accordance with the terms of the BCA and the rules under Delaware General Corporation Law (the “DGCL”) and the Malaysian Companies Act (the “Transaction”). As part of the Transaction, the BGMS common stock, par value \$0.001 (the “BGMS Stock”) transferred to the Future NRG selling shareholders, in exchange for the ordinary shares of Future NRG shall constitute one hundred (100%) percent of the issued and outstanding capital shares of Future NRG. The percentage of the combined company that pre-Transaction BGMS shareholders and pre-Transaction Future NRG shareholders will own as of the close of the proposed Transaction is subject to an exchange ratio, as described in the BCA. The combined company will continue to be led by Datuk Dr. Doris Wong, current CEO and Executive Director of BGMS, together with other members of the current BGMS management team. The combined company’s Board of Directors will be comprised of the current board members of BGMS except that Mr. Conner Kiu plans to step down as a director but will continue to serve at BGMS as its CFO, and Mr. Pun Kah Weng as selected by Future NRG will be appointed to the board of directors.

“Future NRG is driven by a core conviction focused on advancing eco-friendly alternatives to traditional, high-emission industrial practices,” said Ngu Wang Keat, Director of FNRG. “Our use of advanced American ozone technology to process clinical waste platform provides a 99.9999% reduction in microbial populations while eliminating the carbon emissions associated with traditional incineration. Access to the public markets through this combination with Bio Green Med Solution, Inc. gives us the capital and the profile to accelerate that strategy at scale.”

Datuk Dr. Doris Wong Sing Ee, Chief Executive Officer and Executive Director of BGMS added, “Future NRG’s management team has built a differentiated model with a demonstrated green solution for scheduled waste treatment with proven economics in a large and underserved market. We are confident this combination will deliver long-term value for shareholders.”

The Transaction is expected to close in the fourth quarter of 2026 subject to shareholder approval of both companies, the effectiveness of a registration statement to be filed with the U.S. Securities and Exchange Commission to register the securities to be issued in connection with the Transaction, and the satisfaction of customary closing conditions. The BCA has been unanimously approved by the boards of both BGMS and Future NRG.

About Future NRG Sdn. Bhd.

Future NRG is a Malaysia-based private limited company specializing in renewable energy development through its green solution of scheduled waste treatment (specifically, SW 404 which are pathogenic wastes, clinical wastes or quarantined material) to private medical practitioners throughout Peninsular Malaysia. Future NRG currently owns and operates a medical waste plant, the Sendayan Ozone Medical Waste Treatment Plant in Sendayan Tech Valley, Negeri Sembilan, Malaysia (the “Plant”), with a capacity of 10 metric tons per day.

The Plant is a specialized facility designed to disinfect and treat biomedical waste using ozone gas (O₃) before final disposal. Medical waste such as used syringes, gloves, bandages, laboratory materials, and other infectious items is first collected and often shredded to increase surface area. The shredded waste is then placed inside a sealed treatment chamber where ozone gas is introduced. Ozone, being a powerful oxidizing agent, destroys harmful microorganisms including bacteria, viruses, fungi, and spores by breaking down their cell walls and genetic material. After treatment, the waste becomes non-infectious and safer for disposal, recycling, or energy recovery. Unlike incineration, ozone treatment operates at lower temperatures, produces minimal emissions, and leaves no toxic residues because ozone naturally decomposes into oxygen. This makes it an environmentally friendly and efficient method for managing medical waste in hospitals, laboratories, clinics, and healthcare facilities. For additional information, please visit <http://www.futurenrg.net/>.

About Bio Green Med Solution, Inc.

BGMS is a Delaware corporation listed on Nasdaq (formerly known as Cyclacel Pharmaceuticals, Inc.) and is headquartered in Kuala Lumpur, Malaysia. BGMS is a diversified enterprise whose fire safety division, anchored by its Fitters Sdn. Bhd. subsidiary, specializes in supplying, trading, and installing protective and fire safety equipment for domestic and international markets. Its product range includes fire extinguishers, foam systems, fire-resistant doors known as the Pyrodor, personal protective equipment (PPE), and fire safety apparel. For additional information, please visit <https://bgmsglobal.com/>.

Financial and Legal Advisors to the Transaction

ARC Group International Limited is acting as exclusive financial advisor to BGMS with Rimon, P.C. (Washington, DC) serving as BGMS' legal counsel. Rohamat & Ling Advocates & Solicitors (Malaysia) is serving as legal counsel to Future NRG.

Important Information and Where to Find It

Additional information about the proposed Transaction will be provided in a Report on Form 8-K to be filed by BGMS with the U.S. Securities and Exchange Commission ("SEC") and available at www.sec.gov.

In connection with the proposed Transaction, a registration statement on Form S-4 (the "Form S-4") is expected to be filed by the Company with the SEC. Upon the closing of the Transaction, it is expected that the Company will be the ultimate parent of Future NRG. The Form S-4 will include a prospectus relating to the offer and sale of securities to be issued in connection with the completion of the Transaction. It will also include a preliminary proxy statement to be distributed to holders of the Company's common stock in connection with its solicitation of proxies for the vote of its stockholders in connection matters relating to the Transaction.

This press release does not contain all the information that should be considered concerning the Transaction or any other matter and is not intended to form the basis of any investment decision or any other decision in respect of the Transaction or any other matter. The Company and Future NRG urge investors, stockholders, shareholders and other interested persons to read, when available, the Form S-4, including the prospectus and the proxy statement included therein and the amendments thereto as well as any other documents filed with the SEC in connection with the Transaction as these materials will contain important information about the Company, Future NRG and the Transaction.

After the Form S-4 has been filed and declared effective, the definitive proxy statement will be mailed to the Company's stockholders as of the record date established for voting on the matters set forth therein. The Company and Future NRG stockholders will be able to obtain copies of such documents, without charge, once available, at the SEC's website at www.sec.gov, or by directing a request to Bio Green Med Solution, Inc. via email to: ir@BGMS.com.

INVESTMENT IN ANY SECURITIES DESCRIBED HEREIN HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY OTHER REGULATORY AUTHORITY NOR HAS ANY AUTHORITY PASSED UPON OR ENDORSED THE MERITS OF THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED THEREIN.

Participants in the Solicitation of Proxies

This communication is not a solicitation of a proxy from any investor or securityholder. The Company, Future NRG, and their respective directors, executive officers and other members of their management and employees, may, under SEC rules, be deemed to be participants in the solicitation of proxies of the Company's stockholders in connection with the Transaction. Investors and securityholders may obtain more detailed information regarding the names, affiliations and interests of the Company's directors and executive officers in the Company's Annual Report on Form 10-K filed with the SEC on March 30, 2026, and other reports filed with the SEC. Additional information regarding the participants will also be included in the Form S-4, when it becomes available. When available, these documents can be obtained free of charge from the sources indicated above.

No Offer or Solicitation

No offer or offering of equity interests or securities of any kind is being made, conducted or extended at this time. This communication is for informational purposes only and does not constitute or include an offer to sell, or a solicitation of an offer to purchase or subscribe for, equity interests or securities of any kind or a solicitation of any vote of approval, nor shall there be any sale, issuance or transfer of any such securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. Any such offer or solicitation will be made only in connection with the delivery of a prospectus meeting the requirements of the Securities Act of 1933, as amended, or exemptions therefrom.

For further information contact:

Bio Green Med Solution, Inc.
info@bgmsglobal.com

Forward-looking Statements

This press release contains "forward-looking statements." Such statements which are not purely historical (including, but not limited to statements that contain words such as "will," "believes," "plans," "anticipates," "expects," "intends," "would," "could" and "estimates") are forward-looking statements and include any statements regarding beliefs, plans, expectations or intentions regarding the future, including but not limited to, the consummation of the Transaction.

Important factors, among others, that may affect actual results or outcomes include: (i) changes in domestic and foreign business, market, financial, political and legal conditions; (ii) the inability of the Company and Future NRG to consummate the proposed Transaction successfully or timely, including the risk that any required approvals are not obtained, are delayed or are subject to unanticipated conditions that could adversely affect the combined company or the expected benefits of the proposed Transaction or that the approval of the equityholders of the Company and Future NRG is not obtained; (iii) failure to realize the anticipated benefits of the proposed Transaction; (iv) the ability of the combined company to grow and manage its growth effectively; (v) the ability of each of the Company and Future NRG to execute their respective business plan; (vi) estimates of the size of the markets for the combined company's respective products and services; (vii) the rate and degree of market acceptance of the combined company's products and services outside of its existing markets; (viii) the Company's ability to identify and integrate acquisitions; (ix) future investments in technology and operations; (x) potential litigation involving the Company or Future NRG; (xi) risks relating to the uncertainty of the projected financial information with respect to Future NRG; (xii) the effects of competition on Future NRG's business; (xiii) developments and changes in laws and regulations; (xiv) the impact of significant investigative, regulatory or legal proceedings; (xv) general economic and market conditions impacting demand for the combined company's products and services; (xvi) the ability to meet Nasdaq's listing standards prior to and following the consummation of the proposed Transaction; and (xvii) such other risks and uncertainties as are discussed in the Company's Annual Report on Form 10-K filed with the SEC and the Form S-4 to be filed relating to the proposed Transaction.

Other factors include the possibility that the proposed Transaction does not close, including due to the failure to receive required securityholder approvals, or the failure of other closing conditions. The Company expressly disclaims any obligations or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Company's expectations with respect thereto or any change in events, conditions or circumstances on which any statement is based. Actual results could differ from those projected in any forward-looking statements due to numerous factors. These forward-looking statements are made as of the date of this press release, and the Company assumes no obligation to update the forward-looking statements, or to update the reasons why actual results could differ from those projected in the forward-looking statements, except as required by law. Although the Company believes that the beliefs, plans, expectations and intentions contained in this press release are reasonable, there can be no assurance that such beliefs, plans, expectations or intentions will prove to be accurate. Investors should consult all of the information set forth herein and should also refer to the risk factors disclosure outlined in the Company's reports and statements filed from time-to-time with the SEC.

SOURCE:

Bio Green Med Solution, Inc.
Future NRG Sdn. Bhd.
