



**SDAI LIMITED**

(Company Registration No. 201107179D)  
(Incorporated in Republic of Singapore on 25 March 2011)

---

**ENTRY INTO A SIDE LETTER AGREEMENT IN RELATION TO THE REDEEMABLE LOAN AGREEMENT BY THE COMPANY AS AN INTERESTED PERSON TRANSACTION**

---

**1. INTRODUCTION**

The board of directors (the “**Directors**” or “**Board**”) of SDAI Limited (the “**Company**”, together with its subsidiaries the “**Group**”) refers to the Company’s announcement dated 27 March 2024 titled “ENTRY INTO A REDEEMABLE LOAN AGREEMENT BY THE COMPANY AS AN INTERESTED PERSON TRANSACTION” in relation to the Loan Agreement entered into between the Lender, being Mdm Hao Dongting, and the Company (collectively, the “**Parties**”) (the “**Announcement**”). Unless otherwise defined, all capitalised terms in this announcement shall bear the same meanings as ascribed to them in the Announcement.

Pursuant to the Loan Agreement, the Lender has agreed to provide the Company with a redeemable interest-free loan of the principal sum of S\$4,000,000 (the “**Loan**”), subject to the terms and conditions set out in the Loan Agreement. As at the date of this announcement, an amount of S\$2,900,000 of the Loan has been disbursed to the Company. Please refer to the Announcement for more information on the Loan and the Loan Agreement.

**2. SIDE LETTER AGREEMENT**

The Board wishes to update shareholders of the Company (“**Shareholders**”) that the Company has, on 11 November 2024, entered into a side letter agreement to the Loan Agreement with the Lender in relation to the Loan (“**Side Letter Agreement**”).

Pursuant to the Side Letter Agreement, the Parties have mutually agreed to (a) amend the drawdown structure of the Loan; and (b) extend the repayment date for the Loan as follows:

<b>Principal amount</b>	The principal amount of the Loan is S\$4,000,000 and shall be drawn down in the following manner:  (a) under the first tranche, S\$2,500,000 shall be made available for one single drawdown by the Company
-------------------------	---

	<p>before the signing of the audited financial statements of the Company for the financial period ended 31 December 2022;</p> <p>(b) under the second tranche, S\$400,000 shall be made available for drawdown by the Company before the signing of the audited financial statements of the Company for the financial year ended 31 December 2023; and</p> <p>(c) the remaining S\$1,100,000 shall be made available for drawdown by the Company at any time during the Term (as defined below).</p>
<b>Term</b>	The term of the Loan shall commence on the date of the Loan Agreement and expire on 30 June 2026 (“ <b>Term</b> ”).

For the avoidance of doubt, (i) the Loan shall remain interest-free notwithstanding the extension of the repayment date for the Loan; (ii) the Side Letter Agreement shall be considered to be part of the Loan Agreement; and (iii) save for the amendments set out above, the terms and conditions of the Loan Agreement as previously set out in the Announcement remain the same.

### 3. RATIONALE FOR THE SIDE LETTER AGREEMENT

The Company and the Lender have agreed, through the execution of the Side Letter Agreement, to, *inter alia*, extend the repayment date for the Loan to 30 June 2026. The extension of the repayment date for the Loan to a much later date can enhance the cash flow position of the Group in the near term. Therefore, having reviewed the terms of the Side Letter Agreement, the Board is of the view that the Side Letter Agreement is in the interests of the Company, the Group and the minority Shareholders (“**Minority Shareholders**”).

Please refer to the Announcement for more information on the rationale of the Loan.

### 4. ENTRY INTO THE SIDE LETTER AGREEMENT AS AN INTERESTED PERSON TRANSACTION

As the Lender, Mdm Hao Dongting, is the Executive Chairperson of the Company and a deemed controlling Shareholder (as described under Section 2 of the Announcement), the Lender is regarded as an “interested person” within the meaning defined in Chapter 9 of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) Listing Manual Section B: Rules of Catalist (“**Catalist Rules**”). The Company is regarded as an “entity at risk” within the meaning defined in Chapter 9 of the Catalist Rules. Accordingly, the entry into the Side Letter Agreement is regarded as an “interested person transaction” within the meaning defined in Chapter 9 of the Catalist Rules.

Pursuant to Rule 909 of the Catalist Rules, in the case of borrowing of funds from an interested person, the value of the transaction is the interest payable on the borrowing. In the case of the Loan (pursuant to the Loan Agreement and supplemented by the Side Letter

Agreement), as the Loan continues to remain interest-free notwithstanding the extension of the repayment date for the Loan under the Side Letter Agreement, the value of the transaction remains as zero.

Therefore, the Company is not required to make an announcement or to seek Shareholders' approval pursuant to Rule 905 and Rule 906 of the Catalist Rules respectively.

Nevertheless, the Company is disclosing the entry into the Side Letter Agreement pursuant to Rule 703 of the Catalist Rules on the disclosure of material information and read together with paragraph 9 of Appendix 7A of the Catalist Rules on the SGX-ST's Corporate Disclosure Policy. Save as disclosed above and on SGXNet, there are no other interested person transactions entered into by the Company with the Lender, her associates or any other interested persons for the current financial year commencing on 1 January 2024 and up to the date of this announcement.

## 5. AUDIT COMMITTEE STATEMENT

The audit committee of the Company, having reviewed the terms, rationale for and benefits of the Side Letter Agreement in conjunction with the Loan Agreement, is of the view that the entry into the Side Letter Agreement is on normal commercial terms and is not prejudicial to the interests of the Company and Minority Shareholders.

## 6. INTEREST OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed herein and in the Announcement, none of the Directors or substantial Shareholders and their respective associates has any interests, direct or indirect, in the Loan, the Loan Agreement and the Side Letter Agreement, other than through their respective shareholding interests in the Company, if any.

By Order of the Board of  
**SDAI Limited**

Yip Kean Mun  
Executive Director  
11 November 2024

---

*This announcement has been prepared by SDAI Limited (the "**Company**") and its contents have been reviewed by the Company's sponsor, ZICO Capital Pte. Ltd. (the "**Sponsor**"), in accordance with Rule 226(2)(b) of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") Listing Manual Section B: Rules of Catalist.*

*This announcement has not been examined or approved by the SGX-ST and the SGX-ST assumes no responsibility for the contents of this announcement, including the correctness of any of the statements or opinions made or reports contained in this announcement.*

*The contact person for the Sponsor is Ms Yang Zhenni, Manager, ZICO Capital Pte. Ltd. at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896, telephone: (65) 6636 4201.*