

ASIATIC GROUP (HOLDINGS) LIMITED
(Company Registration Number: 200209290R)
(Incorporated in the Republic of Singapore)

PROPOSED ACQUISITION OF KARRUS MOBILITY SDN. BHD.

1. Introduction

- 1.1. The Board of Directors (the “**Board**”) of Asiatic Group (Holdings) Limited (the “**Company**” and together with its subsidiaries, the “**Group**”) refers to its announcement dated 12 June 2026 in relation to, *inter alia*, the entry into a non-binding heads of agreement with Karrus Automotive Sdn. Bhd. (the “**Vendor**”), to acquire the entire issued and fully paid-up share capital of Karrus Mobility Sdn. Bhd. (the “**Target**”) (the “**Previous Announcement**”).
- 1.2. Subsequent to the Previous Announcement, the Board is pleased to announce that a sale and purchase agreement dated 29 September 2026 (the “**Agreement**”) has been entered into between the Company (the “**Purchaser**”) and the Vendor. Pursuant to the terms of the Agreement, the Purchaser has agreed to purchase an aggregate of 1,000,000 ordinary shares in the share capital of the Target (the “**Sale Shares**”), representing the entire issued share capital of the Target, for an aggregate consideration of S\$2,000,000 (equivalent to RM6,340,000 based on the agreed exchange rate of S\$1.00 : RM3.17 under the Agreement (the “**Agreed Exchange Rate**”)) (the “**Consideration Sum**”) (the “**Proposed Acquisition**”). Further details of the Consideration Sum are set out under **Section 5** of this announcement.
- 1.3. The Proposed Acquisition constitutes a “discloseable transaction” under Chapter 10 of the Listing Manual Section B: Rules of Catalist (the “**Catalist Rules**”) of the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”). Please refer to **Section 8** of this announcement for further details on the relative figures in respect of the Proposed Acquisition computed on the bases set out in Rule 1006 of the Catalist Rules.
- 1.4. Notwithstanding that (a) shareholders’ approval for the proposed diversification into the automotive business (the “**Proposed Diversification**”) had been obtained at the extraordinary general meeting of the Company held on 28 July 2026, and (b) the Proposed Acquisition does not constitute a “First Major Transaction” (as defined in the Company’s circular to shareholders dated 13 July 2026 in relation to, *inter alia*, the Proposed Diversification), the Company will, as the Proposed Acquisition is the first transaction to be undertaken by the Group in the automotive business, be seeking shareholders’ approval for the Proposed Acquisition on a voluntary basis. Further information on the Proposed Acquisition will be provided in a circular to shareholders to be issued by the Company in due course.

2. Information on the Target

2.1. Corporate Information

The Target, Karrus Mobility Sdn. Bhd., is a private limited company incorporated in Malaysia on 10 November 2023 and as at the date of this announcement, the Target has an issued and paid-up share capital of RM1,000,000.00 comprising 1,000,000 ordinary shares.

The Target is principally engaged in the business of automotive dealership, including the sale of new motor vehicles, provision of automotive after-sales services, and distribution of spare parts for motor vehicles under the “iCAUR” brand. The Target commenced its vehicle sales operations in August 2025 and currently operates one (1) iCAUR showroom located in Petaling Jaya, Selangor. As at the date of this announcement, the sole director of the Target is Mohamad Reza Bin Abdul Mutalib, and the Vendor, Karrus Automotive Sdn. Bhd., is the sole shareholder of the Target.

Following completion of the Proposed Acquisition, the Target shall become a wholly owned subsidiary of the Company.

As at the date of this announcement, the Target does not have any subsidiaries.

2.2. Financial Information

Based on the unaudited financial statements of the Target as at and for the period ended 30 June 2026:

- (a) both the book value and net tangible asset (“**NTA**”) of the Sale Shares were approximately RM2,263,000 (equivalent to approximately S\$708,000¹); and
- (b) the net profit attributable to the Sale Shares was approximately RM334,000 (equivalent to approximately S\$104,500) for the period from 1 April 2026 to 30 June 2026.

Please refer to **Section 9** of this announcement for the financial effects as a result of the Proposed Acquisition.

There is no open market value of the Sale Shares as the Target is not a listed company.

2.3. Valuation

The Company has commissioned an independent business valuer (the “**Independent Valuer**”) to perform a business valuation to determine the fair market value of the Target based on generally accepted valuation methodologies.

According to the valuation letter issued by the Independent Valuer (the “**Valuation Letter**”), the estimated fair market value of the Target as at 1 July 2026 ranges from RM7.86 million to RM8.36 million (equivalent to approximately S\$2.46 million to S\$2.62 million).

The Independent Valuer has adopted two (2) methodologies to determine the fair market value of the Target, namely (a) the discounted free cash flow to firm (“**FCFF**”), and (b) Relative Valuation Analysis (“**RVA**”). The fair market value range set out above is derived from the FCFF methodology, with the RVA used as a cross-check.

¹ For the purpose of this announcement, all MYR/SGD exchange rate used for the relevant Singapore Dollars equivalent is based on an exchange rate of RM1 : S\$0.3128 as at 28 September 2026, being the business day preceding the date of the Agreement. The Consideration Sum, the Profit Guarantee Retention Sum, the Showroom Retention Sum and the guaranteed PAT under the Profit Guarantee are stated based on the Agreed Exchange Rate of S\$1.00 : RM3.17 under the Agreement. The financial effects in Section 9 are based on the exchange rates stated therein.

The FCFF approach seeks to value the Target based on its future performance, whilst the RVA approach seeks to compare a company's implied trading multiple to that of comparable companies to determine the firm's financial worth based on a set of valuation metrics derived from commonly used financial indicators and applied on the Target's historical financial records.

The Independent Valuer has also considered the Revalued Net Asset Valuation ("**RNAV**") approach and the Comparable Transaction Analysis ("**CTA**") approach. The RNAV approach was found to be not suitable as such approach may not accurately reflect the potential of the Target, whilst the CTA approach was found to be not suitable as there were no comparable transactions which fit the Independent Valuer's search criteria.

3. Information on the Vendor and Introducer

Vendor

- 3.1. The Vendor is the sole shareholder of the Target as at the date of this announcement.
- 3.2. The Vendor is a private company incorporated in Malaysia which is principally engaged in the business of wholesale, retail, buying and selling of all kinds of new and used motor vehicles. As at the date of this announcement, the Vendor is wholly owned by Mohamad Reza Bin Abdul Mutalib, and the directors of the Vendor are Mohamad Reza Bin Abdul Mutalib and Jamie Liew Mei Lee.
- 3.3. The Vendor is an independent and unrelated third party. To the best of the Board's knowledge, information and belief, having made all reasonable enquiries, the Vendor and/or its associates (a) are not related to any Director or substantial shareholder of the Company and (b) do not own any shares in the Company, as at the date of this announcement.
- 3.4. For the avoidance of doubt, as at the date of this announcement, the Vendor is not an "interested person" under Chapter 9 of the Catalist Rules.

Introducer

The information on the Introducer (as defined below) provided below were provided to the Company by the Introducer. In respect of such information, the Board has not conducted an independent review or verification of the accuracy and correctness of the statements and information below. The Board's responsibility is limited to the proper extraction and reproduction herein in the context that is being disclosed in this announcement. The Directors, however, have exercised due care and made reasonable enquiries as they deem necessary in reviewing the information and have found no reason to doubt the accuracy or reliability of the information.

- 3.5. The Vendor was introduced to the Company through Accura Advisory Pte. Ltd. (the "**Introducer**"). The Introducer was engaged by the Company to provide consultancy services for, *inter alia*, the Company's fundraising and mergers and acquisitions related transactions.

- 3.6. The Introducer is a company incorporated under the laws of the Republic of Singapore and is in the business of providing management consultancy and other business services. Pursuant to a letter of mandate dated 30 March 2026 signed between the Company and the Introducer (the “**Introducer Agreement**”), the Company had agreed to appoint the Introducer to procure suitable acquisition targets for the Company. The mandate between the Company and the Introducer is on an exclusive basis and will be valid for a period of two (2) years from the date of the Introducer Agreement. The Introducer is not related to any director or substantial shareholder of the Company, the Vendor, or the directors and shareholder of the Vendor.
- 3.7. Pursuant to the Introducer Agreement and in connection with the Proposed Acquisition, the Introducer is entitled to a fee equivalent to 3% of the value of the transaction upon entry into a valid and binding agreement between the Vendor and the Company. Pursuant to the Introducer Agreement, such fee is payable upon completion of the transaction, and may be settled either (i) in cash; or (ii) by way of issuance of new ordinary shares of the Company at an issue price equivalent to the placement price or issue price per share issued to the investor (if applicable); or 90% of the 1-day volume weighted average price of the Company’s shares on the SGX-ST on the date of the relevant agreement, whichever is lower. The Company and the Introducer have agreed that the introducer fee of S\$60,000 payable in connection with the Proposed Acquisition shall be settled in cash. The introducer fee will not be shared with the Vendor or any Director or substantial shareholder of the Company.

4. Rationale for the Proposed Acquisition

- 4.1. As disclosed in the Previous Announcement, the Group is constantly looking for strategic opportunities to expand its business network, maximize shareholder value, and provide the Group with new revenue streams.
- 4.2. Further, the Board believes that the Proposed Acquisition represents a suitable entry point into the Malaysian automotive market, which is supported by local consumer demand. By acquiring an operating iCAUR dealership with an existing brand principal relationship, showroom and after-sales facilities, and the opportunity to expand through the Second Showroom (as defined in **Section 7.1** of this announcement), the Board believes that the Group will be positioned to achieve operational scale, realise commercial synergies, and enhance long-term shareholder value.
- 4.3. In addition, the Proposed Acquisition will be supported by a Profit Guarantee, as referred to in paragraph 7.4 of this announcement.
- 4.4. For the foregoing reasons, the Board is of the view that the Proposed Acquisition would be in the best interests of the Group and the shareholders of the Company.

5. Consideration

- 5.1. The Consideration Sum of S\$2,000,000 shall be satisfied by the Purchaser in the following manner:
- (a) the sum of S\$200,000, representing 10% of the Consideration Sum (the “**Deposit**”), upon execution of the Agreement;
 - (b) the sum of S\$200,000, representing 10% of the Consideration Sum (the “**Balance Purchase Price**”), within sixty (60) days from the date the Agreement becomes unconditional (the “**Unconditional Date**”), being the date which:

- (i) all approvals and/or consents required to be obtained under the conditions precedent as set out in the Agreement (“**Approvals**”) have been obtained, or waived by the Purchaser where capable of waiver, and where any conditions or terms have been imposed in respect of any Approval, such conditions or terms are acceptable to the relevant parties or have been varied, modified or waived to the satisfaction of the objecting party in accordance with the terms and conditions of the Agreement;
 - (ii) all other conditions precedent have been fulfilled or waived in accordance with the terms and conditions of the Agreement; and
 - (iii) the Purchaser’s solicitors, pursuant to the written request of both the Purchaser and the Vendor, issue written confirmation that the matters referred to in paragraphs 5.1(b)(i) and 5.1(b)(ii) have been satisfied or waived;
- (c) the sum of S\$1,000,000, representing 50% of the Consideration Sum (the “**Profit Guarantee Retention Sum**”), shall be retained by the Purchaser and dealt with in accordance with paragraph 7.4 below;
- (d) the sum of S\$600,000, representing 30% of the Consideration Sum (the “**Showroom Retention Sum**”), shall be retained by the Purchaser and dealt with in accordance with paragraph 7.5 below.
- 5.2. Without prejudice to all other rights and remedies of the Purchaser, the parties agree that the Purchaser shall be entitled to make a downward adjustment to the Consideration Sum if the due diligence on the Target shall reveal any material adverse deviations from the basis of acquisition of the Sale Shares as stated in the Agreement.
- 5.3. The Consideration Sum was arrived at arm’s length and on a willing-buyer-willing-seller basis after taking into account, *inter alia*, the following:
- (a) the fair market value of the Target of between RM7.86 million and RM8.36 million as at 1 July 2026 as determined by the Independent Valuer;
 - (b) the NTA of the Target of approximately RM2,263,000 as at 30 June 2026;
 - (c) the prevailing economic conditions;
 - (d) the Profit Guarantee provided by the Vendor and the retention by the Purchaser of an aggregate of S\$1,600,000 (representing 80% of the Consideration Sum), the release of which is contingent on the Target achieving the Aggregate Guaranteed PAT and the Second Showroom being opened, as described in **Sections 7.4** and **7.5** of this announcement; and
 - (e) the rationale for the Proposed Acquisition as set out in **Section 4** of this announcement.

The Consideration Sum of S\$2,000,000 (equivalent to RM6,340,000 based on the Agreed Exchange Rate) represents (i) a discount of approximately 19.3% and 24.2% to the low end and high end, respectively, of the fair market value range of the Target as determined by the Independent Valuer; and (ii) a premium of approximately 180.2% over the NTA of the Target of approximately RM2,263,000 as at 30 June 2026.

6. Source of Funds

- 6.1. The Consideration Sum shall be funded through the Group's internal resources and/or part of the proceeds from the proposed placement exercise to be undertaken by the Company, further details of which are set out in a separate announcement released by the Company together with this announcement (the "**Proposed Placement**"). The Deposit of S\$200,000 will be paid out of the Group's internal resources, and the Balance Purchase Price, the Profit Guarantee Retention Sum and the Showroom Retention Sum are intended to be funded from the net proceeds of the Proposed Placement and/or the Group's internal resources.

7. Principal Terms of the Proposed Acquisition

7.1. Conditions Precedent

The sale and purchase of the Sale Shares shall be conditional upon the fulfilment, or waiver (where capable of waiver), of the following conditions precedent within sixty (60) days from the date of the Agreement, subject to an extended period of thirty (30) days or such other longer period as the parties may mutually agree in writing ("**CP Period**"):

- (a) the Vendor shall procure the Target to provide the Purchaser and its advisers with such information, documents and access as may be required to conduct legal, financial, tax, operational and commercial due diligence on the Target, and the results of such due diligence exercise shall be satisfactory to the Purchaser in its sole discretion, with any issues identified during the due diligence exercise having been resolved to the satisfaction of the Purchaser;
- (b) the Purchaser obtaining a valuation report, in form and substance satisfactory to the Board, from a competent, independent and qualified business valuer in respect of the business and assets of the Target;
- (c) the shares of the Target being legally and beneficially owned by the Vendor, free from encumbrances, and the Vendor not holding its interests therein on trust for other parties;
- (d) the Vendor shall procure Mohamad Reza Bin Abdul Mutalib (the "**Key Personnel**") to enter into executive service agreement and/or employment agreement with the Target and/or the Purchaser, in such form and substance satisfactory to the Purchaser, which shall take effect on the Completion Date (as defined below) ("**Executive Agreement**"). The terms of the Executive Agreement may include the Key Personnel taking a wider role of overseeing the Purchaser's group automotive business as a whole;
- (e) the Vendor procuring the Target to obtain the written consent of Hong Leong Bank Berhad and, if required, Bank Negara Malaysia in respect of the Target's existing facilities with Hong Leong Bank Berhad for the transactions contemplated under the Agreement;
- (f) the Vendor procuring the Target to obtain the written consent from Hong Leong Bank Berhad for the resignation of Lim Yoong Hooi as the director of the Target;
- (g) the Vendor procuring the Target to obtain all consents, approvals and confirmations required in connection with the sale and purchase of the Sale Shares and the change in shareholding and control of the Target, including without limitation:

- (i) the written consent of Chery Auto Malaysia Sdn Bhd ("**CAMSB**") under the dealership agreement dated 6 June 2026 entered into with the Target (the "**Dealership Agreement**");
 - (ii) the written consent of the landlord of the Target's existing iCAUR dealership showroom operated by the Target located at 54, Jln Profesor Diraja Ungku Aziz, Pjs 12, 46200 Petaling Jaya, Selangor, Malaysia (if required); and
 - (iii) such other consents, approvals or confirmations as may be required from any automotive brand principal, distributor, financier, landlord, governmental authority or other third party;
- (h) the Vendor shall procure the Target to obtain written consent from CAMSB to open a second iCAUR showroom/retail outlet within a designated area of Klang Valley, or such other area as may be mutually agreed by the parties (the "**Second Showroom**");
 - (i) the approval of the shareholders of the Purchaser at an extraordinary general meeting for the proposed acquisition of the Sale Shares pursuant to the Agreement;
 - (j) the Dealership Agreement shall remain valid, subsisting and in full force and effect and no notice of termination, suspension, non-renewal or material breach shall have been issued by CAMSB;
 - (k) there being no capitalisation activities, re-organisation, amalgamation, restructuring, take-over or change in shareholding or changes in the share capital structure of the Target nor any insolvency events affecting the Target and/or the Vendor;
 - (l) the representations and warranties given by the Vendor under the Agreement remaining true, accurate and correct in all respects;
 - (m) there are no material adverse changes to the Target's financial condition, existing operations, business, assets and/or prospects, which would constitute a material adverse effect under the Agreement; and
 - (n) such other conditions that may be advised by the Purchaser's solicitors at its sole discretion.

If:

- (A) the Approvals are not obtained or the conditions precedent are not fulfilled or waived upon the expiry of the CP Period; or
- (B) any appeal or steps taken to vary, modify or waive the conditions or terms imposed in connection with the granting of any Approval are unsuccessful upon the expiry of two (2) months from the date of the appeal to the relevant authority, then, in the case of paragraph 7.1(A) above, the Purchaser may, or in the case this paragraph 7.1(B), the objecting party may, terminate the Agreement by giving written notice to the other party.

The parties acknowledge that the conditions precedent are stipulated for the benefit of the Purchaser. Accordingly, the Purchaser may, at its sole discretion and to the extent permissible by law, waive any of the conditions precedent by notice in writing to the Vendor.

If any of the conditions precedent is not fulfilled or waived within the CP Period, or if the Agreement is terminated pursuant to paragraph 7.1(B) above, the Agreement shall cease and determine and be of no further effect. The Deposit and any other monies paid by the Purchaser shall be refunded to the Purchaser without interest within seven (7) days from the date of termination. Thereafter, neither Party shall have any claim against the other Party under or in connection with the Agreement, save in respect of any antecedent breach.

7.2. Completion

Completion of the sale of the Sale Shares ("**Completion**") shall be effected upon the payment of the Balance Purchase Price and upon, amongst others, the following terms and conditions:

- (a) unless otherwise agreed by the parties in writing, the completion of the sale and purchase of the Sale Shares shall take place on a business day not later than sixty (60) days from the Unconditional Date or a further date as may be mutually agreed by the Parties ("**Completion Date**"); and
- (b) any amount payable by the Vendor to the Purchaser under or pursuant to the Agreement, including any amount payable in respect of the Profit Guarantee (as defined below), any indemnity, damages, breach of warranty or other breach of the Agreement, shall constitute a debt due and payable by the Vendor to the Purchaser, and the Purchaser shall be entitled to set off any such amount against any monies then or subsequently due and payable by the Purchaser to the Vendor under the Agreement, including any part of the Profit Guarantee Retention Sum and the Showroom Retention Sum.

7.3. Consideration

Please refer to **Section 5** of this announcement.

7.4. Profit Guarantee

Profit Guarantee

- (a) The Vendor irrevocably and unconditionally guarantees (the "**Profit Guarantee**") to the Purchaser that the Target shall achieve an aggregate profit after tax (being the audited profit after taxation of the Target for the relevant financial year as reflected in its audited financial statements, prepared in accordance with recognised accounting standards and on a basis consistent with the accounting policies adopted by the Target prior to Completion) ("**PAT**") of not less than RM3,170,000, being equivalent to the Profit Guarantee Retention Sum of S\$1,000,000 based on the Agreed Exchange Rate, for the two (2) financial years ("**Profit Guarantee Period**") comprising:
 - (i) the financial year end December 2027 ("**Year 1**"), in respect of which the guaranteed PAT shall be RM1,585,000 (equivalent to approximately S\$500,000 based on the Agreed Exchange Rate) ("**Year 1 Guaranteed PAT**"); and
 - (ii) the financial year end December 2028 ("**Year 2**"), in respect of which the guaranteed PAT shall be RM1,585,000 (equivalent to approximately S\$500,000 based on the Agreed Exchange Rate) ("**Year 2 Guaranteed PAT**"),(collectively, the "**Aggregate Guaranteed PAT**").

Profit Guarantee Retention Sum

- (b) As security for the due performance by the Vendor of its obligations under paragraph 7.4(a) above, the Purchaser shall retain the Profit Guarantee Retention Sum, comprising:
- (i) S\$500,000 attributable to Year 1 ("**Year 1 Retention Sum**"); and
 - (ii) S\$500,000 attributable to Year 2 ("**Year 2 Retention Sum**").

The Profit Guarantee Retention Sum shall be released to the Vendor or retained by the Purchaser, as the case may be, in accordance with this paragraph 7.4.

Year 1 Retention Sum

- (c) Within fifteen (15) business days following the finalisation and issuance of the audited financial statements of the Target for Year 1:
- (i) if the Year 1 PAT is equal to or exceeds the Year 1 Guaranteed PAT, the entire Year 1 Retention Sum shall be released to the Vendor; or
 - (ii) if the Year 1 PAT is positive but less than the Year 1 Guaranteed PAT, such proportion of the Year 1 Retention Sum shall be released to the Vendor calculated as follows:

$$\text{'Year 1 PAT / Year 1 Guaranteed PAT} \times \text{Year 1 Retention Sum'}$$

and the balance of the Year 1 Retention Sum shall be carried forward to Year 2 ("**Carried Forward Retention Sum**"); or

- (iii) if the Year 1 PAT is zero or a Net Loss, the entire Year 1 Retention Sum shall constitute the Carried Forward Retention Sum.

Year 2 Retention Sum

- (d) Following the finalisation and issuance of the audited financial statements of the Target for Year 2, the aggregate PAT (or loss, as the case may be) achieved by the Target during the Profit Guarantee Period shall be determined by aggregating the PAT for Year 1 and Year 2 ("**Aggregate PAT**").

The Vendor's final entitlement to the Profit Guarantee Retention Sum shall be determined as follows:

- (i) If the Aggregate PAT is equal to or exceeds the Aggregate Guaranteed PAT, the Vendor shall be entitled to the entire Profit Guarantee Retention Sum and the Purchaser shall release to the Vendor the entire balance of the Profit Guarantee Retention Sum then held by the Purchaser, including the Year 2 Retention Sum and any Carried Forward Retention Sum;
- (ii) If the Aggregate PAT is positive but less than the Aggregate Guaranteed PAT, the Vendor shall be entitled to a proportion of the Profit Guarantee Retention Sum calculated in accordance with the following formula:

'Aggregate PAT / Aggregate Guaranteed PAT × Profit Guarantee Retention Sum = Final Entitlement'

- (A) if the Final Entitlement exceeds the aggregate amount previously released to the Vendor pursuant to paragraph 7.4(c), the Purchaser shall release to the Vendor from the remaining Profit Guarantee Retention Sum an amount equal to such difference; or
- (B) if the Final Entitlement is less than the aggregate amount previously released to the Vendor pursuant to paragraph 7.4(c), the Vendor shall refund to the Purchaser an amount equal to such difference.

Any balance of the Profit Guarantee Retention Sum remaining after giving effect to paragraph 7.4(d)(ii) shall be permanently retained by the Purchaser as an adjustment to the Consideration Sum.

- (iii) If the Aggregate PAT is zero or the Target incurred an aggregate net loss (as determined pursuant to the Agreement) during the Profit Guarantee Period:
 - (A) the Vendor shall not be entitled to any part of the Profit Guarantee Retention Sum;
 - (B) the entire balance of the Profit Guarantee Retention Sum shall be permanently retained by the Purchaser as an adjustment to the Consideration Sum;
 - (C) the Vendor shall refund to the Purchaser all amounts previously released to the Vendor pursuant to paragraph 7.4(c), if any; and
 - (D) if the Target incurs an aggregate net loss during Profit Guarantee Period, the Vendor shall, in addition to the amounts referred to in paragraphs (B) and (C) above, pay to the Purchaser an amount equal to the aggregate net loss ("**Guaranteed Loss Amount**").

Any amount payable by either party to the other party pursuant to paragraph 7.4(d) shall be paid within fifteen (15) business days upon the finalisation and issuance of the audited financial statements of the Target for Year 2.

Any dispute as to the calculation of the PAT, the Aggregate PAT, the Final Entitlement or the Guaranteed Loss Amount shall be referred to an internationally recognised independent accounting firm mutually appointed by the parties (or, failing agreement, appointed by the President of the Malaysian Institute of Accountants), acting as expert and not as arbitrator, whose determination shall, in the absence of manifest error, be final and binding on the parties.

Disclosures pursuant to Catalist Rule 1013

(e) **The views of the Board in accepting the Profit Guarantee and the factors taken into consideration and basis for such a view**

The Board's view on the Profit Guarantee is that the Profit Guarantee is reasonable and in the interests of the Company and its shareholders. In accepting the Profit Guarantee from the Vendor in the Agreement, the Board took into account factors including:

- (i) the projected number of vehicles to be sold in 2027 and 2028. The Board noted the resilient consumer demand in the Malaysian automotive market, as reflected in the Target's historical sales and projected sales of iCAUR that are locally assembled in Malaysia being supported by the Malaysian Government's policy direction to promote domestic EV manufacturing, as reflected in Ministry of Investment, Trade and Industry's Approved Permit Market Research and Pre-Assembly Electric Vehicle Guideline which encourages local EV assembly and provides for the extension of excise duty and sales tax exemptions for CKD-assembled electric vehicles until 31 December 2027. In view of the foregoing, the Board believes that the projected number is achievable;
- (ii) the foreseeable competitive electric vehicle market environment over time, which may reduce the gross profit margin of the Target in the future;
- (iii) the potential of the Second Showroom; and
- (iv) the safeguards put in place, as set out in paragraph 7.4(h) below and in **Section 7.4** of this announcement.

(f) **The principal assumptions including commercial bases and assumptions upon which the quantum of Profit Guarantee is based**

The principal assumptions, including commercial bases upon which the quantum of the Profit Guarantee is based, include, *inter alia*, the following:

- (i) there will be no material changes in the existing political, legal (including changes in legislation or regulations or rules), fiscal, market or economic conditions in Malaysia;
- (ii) there will be no material changes in the bases or rates of taxation or duties applicable to the Target;
- (iii) there will be no material loss of major suppliers, strategic partners which are essential for the operations of the Target;
- (iv) other than setting up of the Second Showroom, there will be no material capital expenditure during the Profit Guarantee Period, beyond those provided for in the Target's annual budget;
- (v) there will be no interruption of the operations that will adversely affect the Target as a result of a shortage in supply of vehicles and accessories or any other circumstances such as natural disasters, or changes in the regulatory regime in Malaysia, which are beyond the control of the Target;

- (vi) there will be no material changes in the borrowings of the Target and the prevailing interest rates; and
- (vii) there will be no material changes in the key management personnel of the Target.
- (g) **The manner and amount of compensation to be paid by the Vendor in the event that the Profit Guarantee is not met and the conditions precedent, if any, and the detailed basis for such a compensation**

Please refer to paragraphs 7.4(b) to 7.4(d) of this announcement. In summary, any shortfall in the Aggregate PAT against the Aggregate Guaranteed PAT will result in a proportionate reduction of the Profit Guarantee Retention Sum to which the Vendor is entitled, with the balance permanently retained by the Purchaser as an adjustment to the Consideration Sum. If the Target incurs an aggregate net loss over the Profit Guarantee Period, the Vendor shall, in addition, refund all amounts previously released to it and pay the Guaranteed Loss Amount to the Purchaser.

- (h) **The safeguards put in place (such as the use of a banker's guarantee) to ensure the Company's right of recourse in the event that the Profit Guarantee is not met, if any**

Please refer to paragraph 7.4 of this announcement. In particular, the Profit Guarantee Retention Sum shall be retained by the Purchaser, and will only be released to the Vendor to the extent that the Target achieves the Aggregate Guaranteed PAT as described in paragraph 7.4 of this announcement.

In addition, the Company is currently contemplating several forms of safeguards to ensure the Company's right of recourse relating to the refund from the Vendor and the payment of the Guaranteed Loss Amount from the Vendor, as described in paragraph 7.4 of this announcement, including but not limited to requiring Mohamad Reza Bin Abdul Mutalib, being the sole shareholder, a director of the Vendor and the Key Personnel, to issue a personal guarantee in favour of the Company which can be called upon if the Vendor fails to comply with its aforementioned obligations.

Further, pursuant to the Agreement, the Purchaser is entitled to set off any amount payable by the Vendor under the Agreement (including any amount payable in respect of the Profit Guarantee) against any monies due and payable by the Purchaser to the Vendor, including the Profit Guarantee Retention Sum and the Showroom Retention Sum.

The Company will make the necessary announcements in accordance with Rule 1013(3) of the Catalist Rules, including announcing whether the Profit Guarantee has been met and, where it has not been met, the variance between the Aggregate Guaranteed PAT and the Aggregate PAT and the reasons for such variance, any variation of the rights of the Company, and the possible course(s) of action to protect the interests of shareholders.

7.5. Conditions Subsequent

Notwithstanding Completion, the parties agree that the following conditions subsequent ("**Conditions Subsequent**") shall be fulfilled within six (6) months from the Completion Date or such extended period as the Parties may mutually agree in writing ("**Long Stop Date**"):

- (a) the Purchaser shall procure the release and discharge of the guarantees provided by the Vendor and/or the individual guarantors, being Mohamad Reza Bin Abdul Mutalib and Lim Yoong Hooi (the "**Individual Guarantors**"), in favour of Hong Leong Bank Berhad and AmBank (M) Berhad in connection with the financing facilities granted to the Target; and
- (b) the Vendor shall, and shall procure the Individual Guarantors to, execute and deliver all documents and do all acts and things reasonably required to facilitate the release and discharge of the guarantees referred to in paragraph 7.5(a) above.

Second Showroom

- (i) Notwithstanding Completion, the Vendor shall assist and procure that the Target establishes, opens and commences operations of the Second Showroom with all valid licences, permits and approvals required for the Second Showroom, within six (6) months from the Completion Date (the "**Opening Period**") (the "**Showroom Condition**").
- (ii) Upon the fulfilment of the Showroom Condition, the Purchaser shall release the Showroom Retention Sum to the Vendor within fifteen (15) business days from the date of fulfilment of the Showroom Condition.
- (iii) If the Showroom Condition is not fulfilled by the expiry of the Opening Period, the Vendor shall not be entitled to the Showroom Retention Sum and the Showroom Retention Sum shall be permanently retained by the Purchaser as an adjustment to the Consideration Sum.

7.6. Non-Compete

The Vendor hereby undertakes that for a period of five (5) years from the Completion Date:

- (a) the Vendor shall not, directly or indirectly, engage, participate or be involved in any business or activity relating to the dealership, distribution, marketing, sale or after-sales servicing of motor vehicles under the "iCAUR" brand, whether as an owner, shareholder, partner, employee, consultant, adviser or in any other capacity, in Malaysia;
- (b) the Vendor shall not, whether on its own account or in conjunction with, or on behalf of, any other person, firm or company, solicit, canvass, entice away or attempt to solicit, canvass or entice away from the Target the business or custom of any customer, client, distributor, supplier, agent or identified prospective customer of the Target with whom the Target has had business dealings during the two (2) years preceding the Completion Date; and
- (c) the Vendor shall not, whether on its own account or in conjunction with, or on behalf of, any other person, firm or company, employ, solicit, induce or entice away, or attempt to employ, solicit, induce or entice away, any director, officer, manager, consultant, salesperson or employee of the Target who is employed or engaged by the Target as at the Completion Date.

7.7. Costs and Stamp Duty

Each party shall pay its/his own respective solicitors' costs for the Agreement but the cost of all stamp duty on the transfers of the Sale Shares shall be borne and paid by the Purchaser.

7.8. Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of Malaysia and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia.

8. **Relative Figures computed on the bases set out in Catalist Rule 1006**

The relative figures computed on the bases set out in Rule 1006 of the Catalist Rules for the Proposed Acquisition are as follows:

Catalist Rule 1006(a)	The net asset value of the assets to be disposed of, compared with the group's net asset value. This basis is not applicable to an acquisition of assets. ⁽¹⁾	Not Applicable ⁽²⁾
Catalist Rule 1006(b)	The net profits attributable to the assets acquired or disposed of, compared with the group's net profits.	43.9% ⁽³⁾
Catalist Rule 1006(c)	The aggregate value of the consideration given or received, compared with the issuer's market capitalisation based on the total number of issued shares excluding treasury shares.	20.6% ⁽⁴⁾
Catalist Rule 1006(d)	The number of equity securities issued by the issuer as consideration for an acquisition, compared with the number of equity securities previously in issue.	Not Applicable ⁽⁵⁾
Catalist Rule 1006(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the group's proved and probable reserves. This basis is applicable to a disposal of mineral, oil or gas assets by a mineral, oil and gas company, but not to an acquisition of such assets. If the reserves are not directly comparable, the Exchange may permit valuations to be used instead of volume or amount.	Not Applicable ⁽⁶⁾

Notes:

- (1) "Net assets" means total assets less total liabilities.
- (2) The Proposed Acquisition is an acquisition of assets not a disposal of assets.
- (3) Based on the unaudited financial statements of the Target for the three months ended 30 June 2026, the net profit attributable to the Share Sales amounts to approximately S\$104,500, which represents approximately 43.9% of the Group's net profit before income tax and non-controlling interests of approximately S\$238,000 for the three months ended 30 June 2026, being the latest announced consolidated financial statements of the Group.

- (4) The Consideration Sum to be paid by the Company in connection with the Proposed Acquisition is S\$2,000,000, which represents approximately 20.6% of the Company's market capitalisation of approximately S\$9,700,000 on 28 September 2026, being the last full market day on which trades were done preceding the date of the Agreement. The Company's market capitalisation was determined by multiplying the number of shares in issue (3,233,422,455 shares, excluding treasury shares) by the volume weighted average price of such shares transacted on 28 September 2026 (S\$0.0030 per share).
- (5) No equity securities will be issued by the Company in connection with the Proposed Acquisition.
- (6) The Company is not a mineral, oil and gas company.

As the relative figures computed on the bases set out in Catalist Rule 1006(b) and 1006(c) exceed 5% but none of the relative figures exceeds 75%, the Proposed Acquisition is classified as a "discloseable transaction" under Catalist Rule 1010. That said, as disclosed in **Section 1** of this announcement, the Company will be seeking shareholders' approval for the Proposed Acquisition on a voluntary basis. In this regard, the Proposed Acquisition is subject to approval by the shareholders at an extraordinary general meeting of the Company to be convened. Further information on the Proposed Acquisition will be provided in a circular to shareholders to be issued by the Company in due course.

9. Financial Effects of the Proposed Acquisition

- 9.1. The financial effects of the Proposed Acquisition on the NTA per share and the loss per share ("LPS") of the Group have been prepared based on the latest audited consolidated financial statements of the Group for the financial year ended 31 March 2026 ("FY2026").
- 9.2. For the purpose of illustrating the financial effects, the financial effects have been prepared based on, *inter alia*, the following assumptions:
 - (a) the financial effects on the NTA per share of the Group are computed assuming that the Proposed Acquisition was completed on 31 March 2026;
 - (b) the financial effects on the LPS of the Group are computed assuming that the Proposed Acquisition was completed on 1 April 2025;
 - (c) the costs and expenses incurred or to be incurred in connection with the Proposed Acquisition shall be disregarded;
 - (d) the computation does not take into account the Proposed Placement;
 - (e) the computation does not take into account any expenses that may be incurred in relation to the Proposed Placement;
 - (f) the NTA of the Group after the Proposed Acquisition excludes the goodwill of approximately S\$1,383,000 arising from the Proposed Acquisition, being the excess of the Consideration Sum (assumed to be payable in full) over the net assets of the Target of approximately RM1,928,000 (equivalent to approximately S\$617,000) as at 31 March 2026; and
 - (g) the financial effects are based on the unaudited management accounts of the Target as at 31 March 2026 and for the 12 months ended 31 March 2026 (to align with the financial year of the Group), translated at the exchange rates of RM1 : S\$0.3198 and RM1 : S\$0.3111 respectively.

Financial Effects on the NTA per share of the Group

	Before Completion of the Proposed Acquisition	After Completion of the Proposed Acquisition
NTA attributable to equity holders of the Company as at 31 March 2026 (S\$'000)	(10,670)	(12,054)
Number of issued and paid-up share capital of the Company, excluding treasury shares and subsidiary holdings	3,233,422,455	3,233,422,455
NTA per Share (Singapore cents)	(0.33)	(0.37)

Financial Effects on the LPS of the Group

	Before Completion of the Proposed Acquisition	After Completion of the Proposed Acquisition
Net loss for FY2026 attributable to equity holders of the Company (S\$'000)	(29,703)	(29,410)
Weighted average number of issued and paid-up share capital of the Company, excluding treasury shares and subsidiary holdings	3,233,422,455	3,233,422,455
LPS of the Group (Singapore cents)	(0.92)	(0.91)

- 9.3. The financial effects presented above are for illustrative purposes only and are not intended to reflect the actual future results and/or financial position of the Company and/or the Group. No representation is made as to the actual future results and/or financial position of the Company and/or the Group.

10. Service Contracts

In connection with the Proposed Acquisition, it is envisaged that the Key Personnel shall be appointed as the chief executive officer of the Target pursuant to the Executive Agreement (which will be negotiated and signed during the CP Period). The key terms of the current draft of the Executive Agreement are as set out below:

- (a) appointment of the Key Personnel as the chief executive officer of the Target for an initial period of three (3) years from Completion, subject to renewal thereafter;
- (b) duties requiring full-time devotion to the affairs of the Target, compliance with applicable laws and regulations, and obligations relating to conflicts of interest, amongst others;

- (c) responsibility to manage and conduct the business and operations of the Target so as to ensure that the Target achieves the Profit Guarantee, and taking all necessary steps within the Key Personnel's duties, authority and control to give effect to, and procure the Target's compliance with, all applicable obligations, undertakings and covenants under the Agreement;
- (d) remuneration comprising a monthly salary, monthly contribution towards the Employees Provident Fund in accordance with the laws of Malaysia, staff benefits as stipulated in the Target's policies, reimbursement of certain expenses, and discretionary bonus incentives; and
- (e) restrictive/protective covenants, including non-competition and non-solicitation obligations during employment.

The Executive Agreement is intended to ensure the continuity of management and operational expertise of the Target following Completion.

If necessary and appropriate, the Key Personnel may be appointed as a director of the Company, to manage the Group's overall automotive business moving forward, and the Company will make the necessary disclosures and announcements accordingly.

Save as disclosed above, no other person is proposed to be appointed as a director of the Company in connection with the Proposed Acquisition and no other service contracts in relation thereto is proposed to be entered into by the Company.

The Board is of the view that the key terms of the current draft of the Executive Agreement, as set out above, are on normal commercial terms and are not prejudicial to the interests of the Company and its shareholders.

11. Interests of Directors and Substantial Shareholders

None of the Directors and/or the substantial shareholders of the Company have any interest, direct or indirect, in the Proposed Acquisition, other than through their respective shareholdings in the Company, if any.

12. Documents Available for Inspection

Copies of the Agreement and the full Valuation Letter may be inspected at the registered office of the Company located at 65 Joo Koon Circle, Singapore 629078 during normal business hours for three (3) months from the date of this announcement.

13. Directors' Responsibility Statement

The Directors collectively and individually accept full responsibility for the accuracy of the information given in this announcement and confirm after making all reasonable enquiries, that to the best of their knowledge and belief, this announcement constitutes full and true disclosure of all material facts about the Proposed Acquisition, the Company and its subsidiaries, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in this announcement has been extracted from published or otherwise publicly available sources or obtained from a named source, the sole responsibility of the Directors has been to ensure that such information has been accurately and correctly extracted from those sources and/or reproduced in this announcement in its proper form and context.

14. Caution in Trading and Further Announcements

Shareholders and potential investors of the Company should note that there is no certainty or assurance as at the date of this announcement that the Proposed Acquisition will be completed. In particular, the Agreement is subject to conditions which may or may not be fulfilled.

Shareholders and potential investors of the Company are advised to read this announcement and any further announcements made by the Company carefully. Shareholders and potential investors of the Company are advised to refrain from taking any action with respect to their securities in the Company which may be prejudicial to their interests, and to exercise caution when dealing in the securities of the Company. Shareholders and potential investors of the Company should consult their stockbrokers, bank managers, solicitors or other professional advisers if they have any doubt about the actions they should take.

By Order of the Board of Directors of
Asiatic Group (Holdings) Limited

Tan Boon Kheng
Managing Director

1 October 2026
Singapore

This announcement has been reviewed by the Company's Sponsor, Evolve Capital Advisory Private Limited. It has not been examined or approved by the Exchange and the Exchange 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 Mr Edmund Chua at 160 Robinson Road, #20-01/02 SBF Center, Singapore 068914, telephone (65) 6241 6626.