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

ENTRY INTO REDEEMABLE LOAN AGREEMENT

1. ENTRY INTO REDEEMABLE LOAN AGREEMENT

The board of directors (the "**Directors**") of SDAI Limited (the "**Company**", and together with its subsidiaries, the "**Group**") wishes to announce that the Company has, on 10 June 2026, entered into a redeemable loan agreement (the "**Redeemable Loan Agreement**") with Beyoung Pte. Ltd. (the "**Lender**").

Pursuant to the Redeemable Loan Agreement, the Lender has agreed to extend to the Company an interest-bearing loan (the "**Loan**"), in the principal amount of S$200,000, subject to the terms and conditions as set out in the Redeemable Loan Agreement.

2. SALIENT TERMS OF THE REDEEMABLE LOAN AGREEMENT

The salient terms of the Redeemable Loan Agreement are as follows:

Loan amount and disbursement	The loan amount extended by the Lender to the Company is S$200,000. The Loan from the Lender shall be drawn down in a single tranche within five (5) working days from the date of the Redeemable Loan Agreement.
Term	The term of the Loan shall commence on the date of the Redeemable Loan Agreement to 31 December 2027 ("**Term**").
Repayment	The Loan and the interest thereon shall be payable by the Company to the Lender in one lump sum upon the expiry of the Term or upon the repayment of the Loan and interest thereon (whichever is the earlier). The Company shall be entitled to (at its sole and absolute discretion) repay the Loan and interest thereon in full at any time

	prior to the expiry of the Term upon giving at least seven (7) days' notice to the Lender prior to the repayment of the Loan.
Interest	The Loan shall bear simple interest at the rate of 8 per cent per annum on the principal amount of the Loan for the entire duration of the Term. The interest on the principal amount shall accrue on a daily basis and shall be calculated based on the actual number of days elapsed on a year comprising 365 days. All interest accrued on the principal amount shall be payable by the Company to the Lender.
Purpose of the Loan	The Loan shall be used by the Company for general working capital purposes and to discharge the current liabilities of the Company.
Placement option	At the request of either party to the Redeemable Loan Agreement ("**Requesting Party**"), the other party may choose to enter into a subscription agreement ("**Subscription Agreement**") with the Requesting Party to provide for the subscription of new shares in the capital of the Company ("**Shares**") within one (1) week following the resumption of trading of the Shares on the Catalist board of the Singapore Exchange Securities Trading Limited ("**SGX-ST**") ("**Resumption of Trade**"), on the following terms: (i) the principal amount owing to the Lender by the Company under the Redeemable Loan Agreement (being the Loan) shall be applied towards settlement of the subscription consideration for such subscription of new Shares at a subscription price to be determined following the Resumption of Trade (fractional shares to be disregarded); and (ii) the usual and customary terms, on an arm's length basis, for transactions of a similar nature, including the listing of, and quotation for, the new Shares to be issued pursuant to the Subscription Agreement and such other approval, clearance or waiver from the Catalist board of the SGX-ST under the SGX-ST Listing Manual Section B: Rules of Catalist.
Event of Default	Upon the occurrence of the Company making a general assignment for the benefit of creditors or consent to the appointment of a receiver, liquidator, custodian, or similar official of all or substantially all of its properties (including all assets, investments and other properties, whether real or otherwise), or any such official is placed in control of such properties ("**Event of Default**"), and where such Event of Default is capable of remedy and has not been remedied for thirty (30) days after the occurrence of such Event of Default, the Lender may, at its

	discretion, request in writing to the Company to repay the Loan, and the Company shall make such repayment of all outstanding amounts under the Redeemable Loan Agreement within thirty (30) days after receipt of such written request.

3. INFORMATION ON THE LENDER

Shareholders of the Company should note that information relating to the Lender in this paragraph and elsewhere in this announcement has been provided by the Lender. The Company and the Directors have not independently verified the accuracy and correctness of such information herein.

Details of the Lender are as follows:

The Lender is a third-party private company owned by four (4) individual investors, namely Ms Lau Ai See, Ms Bernice Lim Jia Wei, Mr Noorrashid Bin Musa and Mr Wong Tew Kiat (collectively, the "**Investors**"). As at the date of this announcement, none of the Investors holds, directly or indirectly, any Shares in the Company.

Save for the Redeemable Loan Agreement and to the best of the knowledge of the Company's Directors, the Lender and the Investors do not have any connection (including business relationship) with the Group, the Company, its Directors and substantial shareholders of the Company or any of their respective associates.

The Lender and the Investors has also confirmed that, save as disclosed in this announcement, it is not acting in concert with any other person or company, and has not entered into any agreement, arrangement or understanding (whether oral or in writing) with any person or company to act as parties in concert in relation to the Shares, within the definition of the Singapore Code on Take-overs and Mergers.

There is no introducer fee, arranger fee or other commission payable to any party in connection with the Redeemable Loan Agreement. The Investors are existing contacts within the business network of the Company's management team.

4. RATIONALE FOR THE LOAN

In view of the current financial situation of the Company, the Company has entered into the Redeemable Loan Agreement to improve the Group's cash flows and the proceeds from the Loans shall be used by the Company for general working capital purposes and to discharge the current liabilities of the Company.

5. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the Directors or controlling shareholders of the Company and their respective associates has any interest, direct or indirect, in the Loan and/or the Redeemable Loan Agreement (other than through their respective shareholdings, if any and/or their directorships in the Company, if applicable).

The Company will make further announcement(s) in relation to the Redeemable Loan Agreement, as and when appropriate.

Notwithstanding that the Shares in the Company have been suspended from trading on the SGX-ST since 12 July 2021, shareholders and potential investors of the Company are advised to read this announcement and any further announcements by the Company carefully. Shareholders and potential investors of the Company are advised to refrain from taking any action in respect of their securities in the Company which may be prejudicial to their interests and to exercise caution when dealing in the securities of the Company. In the event of any doubt, shareholders and potential investors of the Company should consult their stockbrokers, bank managers, solicitors, accountants or other professional advisers.

By Order of the Board of
SDAI Limited

Mdm Hao Dongting
Executive Chairperson
11 June 2026

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