Company Registration No. 199806046G)
(Incorporated in the Republic of Singapore)

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APPOINTMENT OF MR LIM SHAO-LIN AS AN ADVISER

1. INTRODUCTION

The Board of Directors ("**Board**") of H2G Green Limited ("**H2G**" or the "**Company**", together with its subsidiaries, collectively the "**Group**") wishes to announce ("**Announcement**") that the Company has entered into an adviser agreement with Mr Lim Shao-Lin ("**Mr Lim**") (the "**Adviser Agreement**") on 1 September 2026.

Mr Lim was the former Executive Director and Chief Executive Officer ("**CEO**") of the Company before he stepped down from his positions on 31 May 2025.

Mr Lim is also a controlling shareholder of the Company and holds approximately 6.86% of the issued share capital of the Company and is deemed interested in 17.17% of the Company's issued share capital held by Gashubunited Holding Private Limited ("**GHPL**").

2. SALIENT TERMS OF THE ADVISER AGREEMENT

2.1 Appointment and Term

(a) Mr Lim is deemed to be appointed as an adviser ("**Adviser**") to the Company effective from 1 April 2026 ("**Effective Date**"). The parties acknowledged that the Adviser has been providing the Services (as defined below) to the Company since the Effective Date.

(b) The Adviser Agreement shall be deemed to commence from the Effective Date for an initial period of one (1) year, and may be renewed annually subject to the annual review and approval by the Nominating Committee and the Board, unless terminated earlier by either Party in accordance with the termination provisions provided in paragraph 2.4 below.

2.2 Scope of Services

Under the Adviser Agreement, the Adviser shall provide certain services ("**Services**") to the Board, which includes *inter alia* providing strategic business development advice and support to the Group business in the liquefied natural gas ("**LNG**") and other green and transition fuel business ("**H2G Group Business**"), market expansion advice in respect of the H2G Group Business, attending Board and/or management meetings, liaising with business contacts, supporting capital raising efforts and advising on related and ancillary matters.

2.3 Advisory Fee

The Adviser shall be paid a monthly advisory fee (“**Advisory Fee**”) of S$8,000, payable in arrears at the end of each calendar month.

2.4 Termination

The Company may terminate the Adviser Agreement by giving written notice to the Adviser, *inter alia*, upon the occurrence of certain events, including breach of any material term of the Adviser Agreement by the Adviser, bankruptcy or arrangements with creditors, failure or refusal to perform the Adviser duties or comply with the Board’s directions, engagement in any misconduct or conviction of an offence that may adversely affect the Group, gross default or serious misconduct affecting the Group’s business, or where termination is required for compliance with SGX-ST requirements.

In addition, either party may terminate the Adviser Agreement at any time by giving three (3) months’ prior written notice.

3. RATIONALE AND BENEFITS OF THE ADVISER AGREEMENT

Since his resignation as CEO and Executive Director in May 2025, Mr. Lim has been providing informal, uncompensated, advisory support to the Company on key strategic projects, including business network expansions, LNG supply arrangements, asset rationalisation, and supporting recent fund-raising efforts.

With the recent completion of the placement exercise on 4 May 2026, which raised approximately S$3.6 million in gross proceeds, alongside the proceeds from the Company’s disposal of its stake in Green Energy Investment Holding Private Limited, the Group’s cash flow position has stabilised. The Board believes it is now appropriate to formalise Mr Lim’s role through the definitive Adviser Agreement to secure his ongoing guidance and support on a structured basis.

The Advisory Fee of S$8,000 was determined in consideration of Mr Lim’s long-standing experience, specialty and background in the energy sector, wherein external senior adviser for a public listed company with similar experience and regional network capabilities would typically cost more.

Accordingly, the Nominating Committee and the Board are of the view that the entry into of the Adviser Agreement is beneficial to, and in the best interests of, the Company and the Group, having regard to Mr Lim’s experience, expertise and business contacts in the energy sector, in particular, in the LNG sector and H2G Group Business.

4. INTERESTED PERSON TRANSACTION (“IPT”)

The Adviser is also a controlling shareholder of the Company and holds approximately 6.86% of the issued share capital of the Company and is deemed interested in 17.17% of the Company’s issued share capital held by GHPL.

For the purposes of Chapter 9 of the Listing Manual Section B: Rules of Catalist (“**Catalist Rules**”) of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”), the Adviser, being a controlling shareholder of the Company, is an “interested person”. The entry into of the Adviser Agreement by the Company accordingly constitutes an IPT under Chapter 9 of the Catalist Rules.

Pursuant to Rule 905 of the Catalist Rules, an issuer must make an immediate announcement of any IPT of a value equal to, or more than, 3% of the group's latest audited net tangible assets ("**NTA**"). Pursuant to Rule 906 of the Catalist Rules, an issuer must obtain shareholders' approval for any IPT of a value equal to, or more than, 5% of the group's latest audited NTA.

The Adviser Agreement is valued at S$96,000 (being 12 months of the Advisory Fee) which is less than S$100,000 and approximately 0.79% of the Group's latest audited NTA of S$12.09 million.

When aggregated with other IPTs carried out with the Adviser and his associates during the current financial year ending 31 March 2027 and up to the date of this Announcement, including transactions which are less than S$100,000, the total value of the IPTs is S$137,170, representing approximately 1.13% of the Group's latest audited NTA. Accordingly, no announcement under Rule 905 of the Catalist Rules or shareholders' approval under Rule 906 of the Catalist Rules is required, and this Announcement is made on a voluntary basis, in the interests of transparency and good corporate governance.

In addition to the above, Gashubunited Utility Private Limited ("**GasHub**") (a 52.03%-owned subsidiary of the Company) and Mr Lim, through LimSL Consultancy Pte. Ltd. ("**LimSL Consultancy**"), a company wholly-owned by Mr Lim, is in the process of discussing an industrial and operational consultancy agreement for the provision of consultancy services by LimSL Consultancy to GasHub. Once finalised, the said agreement would also constitute an IPT under Chapter 9 of the Catalist Rules, and the Company will update shareholders in due course.

5. AUDIT COMMITTEE STATEMENT

The Audit Committee, having considered the terms and conditions of the Adviser Agreement and the rationale, is of the view that the Adviser Agreement is on normal commercial terms and is not prejudicial to the interests of the Company and its minority shareholders.

6. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

Mr Lim, being a controlling shareholder of the Company, is an "interested person" within the meaning defined in Chapter 9 of the Catalist Rules. Please refer to paragraph 4 of this Announcement for further details in relation to the IPT.

For completeness of disclosure, Ms Leow Sau Wan, the Executive Director and controlling shareholder of the Company, is also the spouse of Mr Lim. Ms Leow Sau Wan has abstained from all deliberations on, and from voting in respect of, the Adviser Agreement.

Save as disclosed in this Announcement, none of the Directors or controlling shareholders of the Company and their respective associates has any interest, direct or indirect, in the Adviser Agreement other than through their respective shareholdings (if any) in the Company.

7. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Adviser Agreement is available for inspection during normal office hours at the registered office of the Company at 39 Kaki Bukit Place, Eunos Techpark, Singapore 416217 for a period of three (3) months from the date of this Announcement.

8. 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 Adviser Agreement 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.

By Order of the Board

Mak Yen-Chen Andrew
Non-Executive Chairman and Independent Director
2 September 2026