

SINCAP GROUP LIMITED
(Company Registration Number: 201005161G)
(Incorporated in the Republic of Singapore)

PROPOSED ACQUISITION OF THE ENTIRE ISSUED AND PAID-UP SHARE CAPITAL OF SKYLINK APAC PTE. LTD.

- **ENTRY INTO PLACEMENT AGREEMENT IN RESPECT OF:**
 - (A) **PROPOSED COMPLIANCE PLACEMENT OF UP TO 15,000,000 NEW PLACEMENT SHARES (AMOUNTING TO GROSS PROCEEDS OF S\$3,000,000) AND UP TO 6,000,000 VENDOR SHARES (AMOUNTING TO GROSS PROCEEDS OF S\$1,200,000) AT THE PLACEMENT PRICE OF S\$0.20 FOR EACH PLACEMENT SHARE; AND**
 - (B) **PROPOSED ISSUE OF UNLISTED CONVERTIBLE BONDS OF AN AGGREGATE PRINCIPAL AMOUNT OF UP TO S\$5,000,000 CONVERTIBLE INTO CONVERSION SHARES AT AN INITIAL CONVERSION PRICE OF S\$0.225 FOR EACH CONVERSION SHARE,**

WITH TOTAL PROCEEDS AMOUNTING TO AN AGGREGATE OF S\$9,200,000.

- **COMPLETION OF THE RESTRUCTURING**
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1. INTRODUCTION

- 1.1 The Board of Directors ("**Board**" or "**Directors**") of Sincap Group Limited ("**Company**") refers to the Company's announcements dated 18 March 2025 and 20 August 2025 and the circular dated 20 August 2025 ("**Circular**") in relation to, among other things, the proposed acquisition by the Company of the entire issued and paid-up share capital of Skylink APAC Pte. Ltd. ("**Target Company**") ("**Proposed Acquisition**").
- 1.2 Unless otherwise defined herein or the context requires otherwise, all capitalised terms used in this announcement shall have the same meanings ascribed to them in the Circular.
- 1.3 The Board wishes to announce that: (a) the Company has, on the date hereof, entered into a placement agreement ("**Placement Agreement**") with the Target Company, PM Capital Pte. Ltd. ("**Vendor**") and SAC Capital Private Limited ("**Placement Agent**" or "**SAC Capital**") in connection with the Proposed Compliance Placement and the Proposed Convertible Bond Issue; and (b) the Restructuring has been completed.
- 1.4 As set out in the Circular, the Proposed Compliance Placement and the Proposed Convertible Bond Issue will be subject to, among others, the approval by the Shareholders and the Company will be seeking the specific approval of Shareholders for the allotment and issue of the New Placement Shares at the Placement Price and the Conversion Shares at the initial Conversion Price under Rules 805(1), 811(1) and 811(3) of the Catalist Rules, at the EGM to be held on 11 September 2025.

2. THE PROPOSED COMPLIANCE PLACEMENT AND PROPOSED CONVERTIBLE BOND ISSUE

2.1 Placement Agreement. Pursuant to the Placement Agreement:

- 2.1.1 in connection with the Proposed Compliance Placement, the Company and the Vendor have agreed to offer, by way of placement, and the Placement Agent has agreed, on a best endeavours basis, to procure subscriptions and purchases for up to 15,000,000 New Placement Shares and up to 6,000,000 Vendor Shares, respectively, at the Placement Price of S\$0.20 for each Placement Share;
- 2.1.2 in connection with the Proposed Convertible Bond Issue, the Company has agreed to offer, and the Placement Agent has agreed, on a best endeavours basis, to procure subscriptions for up to an aggregate of S\$5,000,000 in principal amount of Convertible Bonds, which will be convertible into up to 22,222,222 Conversion Shares based on the initial Conversion Price of S\$0.225 for each Conversion Share.

2.2 Proposed Compliance Placement.

- 2.2.1 The New Placement Shares and the Placement Shares (comprising the New Placement Shares and Vendor Shares) represent approximately 44.1% and 61.7% respectively of the total number of issued Shares as at the date of this announcement, and would represent approximately 8.5% and 11.9% respectively of the Enlarged Share Capital of 176,353,289 Shares upon the allotment and issue of the Base Consideration Shares, Mr Chu's Settlement Shares, the Other Settlement Shares, the SAC Capital Shares and the New Placement Shares.
- 2.2.2 The Placement Price of S\$0.20 represents a discount of approximately 80.0% to the illustrative volume weighted average price of the Shares on a post-Share Consolidation basis of S\$1.00 for each Share on the Last Trading Day, and a discount of 11.1% to the Issue Price. For the avoidance of doubt, such illustrative volume weighted average price of the Shares of S\$1.00 is not meaningful, given that it was the volume weighted average share price on 28 April 2021, being the last trading day prior to the suspension of trading in the Shares on 4 May 2021 ("**Last Trading Day**"), which was more than four (4) years ago, prior to suspension in trading of the Shares and such price is not reflective of the current financial position of the Company, which has no revenue-generating business since the Last Trading Day, and is in a net loss and net tangible liability position. As disclosed in Section 7.2.2(b) of the Circular, the Company is seeking the specific approval of the Shareholders at the EGM for the allotment and issue of the New Placement Shares for the purpose of Rule 811(1) of the Catalist Rules.
- 2.2.3 The Placement Shares will, upon allotment and issue or sale (as the case may be), rank *pari passu* in all respects with the existing Shares as at the date of issue and sale of the Placement Shares, save for any rights, benefits, dividends and entitlements the record date for which is prior to the date of allotment and issue or sale (as the case may be) of the Placement Shares.
- 2.2.4 The placement of the Placement Shares will not result in any transfer of controlling interest in the Company.
- 2.2.5 Upon the completion of the Proposed Compliance Placement and the Proposed Acquisition, the enlarged share capital of the Company will amount to 176,353,289 Shares, which will translate into an implied market capitalization of S\$35.27 million based on the Placement Price of S\$0.20 per Share. Assuming that the Target 24M2026 Aggregate Adjusted NPAT is equal to or exceeds S\$7,300,000 such that the maximum number of 55,555,555 Deferred Consideration Shares are allotted and issued, but

before the allotment and issue of the Conversion Shares, the further enlarged share capital of the Company amounting to 231,908,844 Shares will translate into an implied market capitalization of S\$46.38 million.

2.3 Proposed Convertible Bond Issue.

- 2.3.1 The Company will be entering into convertible bond agreements (each a “**Convertible Bond Agreement**”) with subscribers procured by the Placement Agent (each an “**Investor**”) in connection with the subscription for the Convertible Bonds. The Convertible Bonds are convertible into an aggregate of up to 22,222,222 Conversion Shares based on the initial Conversion Price of S\$0.225.
- 2.3.2 The 22,222,222 Conversion Shares represent approximately 65.3% of the total number of issued Shares as at the date of this announcement, and would represent approximately 8.7% of the total of 254,131,066 Shares upon the allotment and issue of the Base Consideration Shares, Mr Chu’s Settlement Shares, the Other Settlement Shares, the SAC Capital Shares and the New Placement Shares, and assuming the allotment and issue of the maximum number of 22,222,222 Conversion Shares and 55,555,555 Deferred Consideration Shares.
- 2.3.3 The initial Conversion Price of S\$0.225 is the same as the Issue Price for the Consideration Shares, and is at a 12.5% premium to the Placement Price. The initial Conversion Price represents a discount of approximately 77.5% to the illustrative volume weighted average price of the Shares on a post-Share Consolidation basis of S\$1.00 for each Share on the Last Trading Day. As disclosed in Section 7.3.6 of the Circular, the Company is seeking the specific approval of the Shareholders at the EGM for the allotment and issue of the Conversion Shares at the Conversion Price for the purpose of Rule 811(3) of the Catalist Rules.
- 2.3.4 The Conversion Shares will, upon allotment and issue, rank *pari passu* in all respects with the existing Shares as at the date of issue of the Conversion Shares, save for any rights, benefits, dividends and entitlements the record date for which is prior to the date of allotment and issue (as the case may be) of the Conversion Shares.
- 2.3.5 The Convertible Bonds will be offered only to placees under the Proposed Compliance Placement.
- 2.3.6 The conversion of the Convertible Bonds into Conversion Shares will not result in a transfer of controlling interest of the Company.
- 2.3.7 The principal terms of the Convertible Bonds are set out in Section 7.3.3 of the Circular.

2.4 Exemption under the SFA. The Proposed Compliance Placement and the Proposed Convertible Bond Issue are not underwritten and will be undertaken by way of an exempt offering in Singapore in accordance with section 272B of the SFA. Accordingly, no prospectus, offer document or offer information statement will be issued by the Company in connection with the Proposed Compliance Placement and the Proposed Convertible Bond Issue.

2.5 Rule 812(1) of the Catalist Rules. The Placement Shares and the Convertible Bonds will not be placed to any person who is a director (or an associate of a director) or a substantial shareholder of the Company as at the date of this announcement or any other person in the categories set out in Rule 812(1) of the Catalist Rules.

- 2.6 Rationale, Use of Proceeds and Sufficiency of Working Capital. The rationale of the Proposed Compliance Placement and the Proposed Convertible Bond Issue, and the use of proceeds from the Proposed Issue of New Placement Shares amounting to total gross proceeds of up to S\$3,000,000 and the Proposed Convertible Bond Issue amounting to an aggregate principal amount of up to S\$5,000,000 are disclosed in Section 7 of the Circular. For the avoidance of doubt, the Company will not receive any of the proceeds from the sale of the Vendor Shares pursuant to the Proposed Compliance Placement.

In terms of sufficiency of working capital, the opinion of the Proposed New Board as set out in Section 7.4.2 of the Circular is reproduced below:

“Having considered the factors set out in Section 20.5 titled “Working Capital, Liquidity and Capital Resources” of the Target Company’s Letter to Shareholders, the Proposed New Board is of the opinion that upon SPA Completion: (i) after taking into consideration the present bank facilities of the Target Group and net proceeds of the Proposed Issue of New Placement Shares and the Proposed Convertible Bond Issue, the working capital available to the Enlarged Group is sufficient to meet its present requirements and for at least 12 months after SPA Completion; and (ii) after taking into consideration the present bank facilities of the Target Group and net proceeds of the Proposed Issue of New Placement Shares (but before taking into account the net proceeds of the Proposed Convertible Bond Issue), the working capital available to the Enlarged Group is sufficient to meet its present requirements and for at least 12 months after SPA Completion.”

There is no material change to the above working capital sufficiency opinion as at the date of this announcement.

- 2.7 Listing and Quotation Notice. The Company has applied to the SGX-ST through its Sponsor, SAC Capital Private Limited for the dealing in, listing of and quotation for (among others) the New Placement Shares and the Conversion Shares on the Catalist board of the SGX-ST. As stated in the Company’s announcement dated 20 August 2025, the Company has received the listing and quotation notice in respect of, among other things, the New Placement Shares and the Conversion Shares subject to the satisfaction of certain conditions. Shareholders should note that the listing and quotation notice is not an indication of the merits of the Company, the Enlarged Group, the Proposed Issue of New Placement Shares, the Proposed Convertible Bond Issue, the New Placement Shares or the Conversion Shares.

3. SALIENT TERMS OF THE PLACEMENT AGREEMENT

- 3.1 Placement Agent’s Commission. In consideration of the Placement Agent procuring subscribers and/or purchasers on a best endeavours basis for the Placement Shares and the Convertible Bonds:

- 3.1.1 the Company and/or the Target Company shall pay a placement commission of 4.5% of the aggregate gross proceeds from the issuance of the New Placement Shares and Convertible Bonds; and
- 3.1.2 the Vendor shall pay a placement commission of 4.5% of the aggregate gross proceeds from the sale of the Vendor Shares.

Each of the subscribers and purchasers of the Placement Shares shall pay to the Placement Agent an end placee’s commission of 1.0% of the Placement Price (plus GST thereon, if applicable) for each Placement Share.

3.2 Conditions Precedent. Completion pursuant to the Placement Agreement is conditional upon the following conditions (“**Conditions**”):

- 3.2.1 approval by Shareholders of the allotment and issue of the New Placement Shares, the issue of the Convertible Bonds and the allotment and issue of the Conversion Shares at the EGM;
- 3.2.2 the listing and quotation notice for dealing in, listing and quotation of the New Placement Shares and Conversion Shares on the Catalist being obtained from the SGX-ST, such notice not being revoked or amended and, where such listing and quotation notice is obtained subject to any conditions, such conditions being reasonably acceptable to and confirmed by the relevant parties;
- 3.2.3 the exemption under section 272B of the SFA being applicable to the Proposed Compliance Placement and the Proposed Convertible Bond Issue under the Placement Agreement;
- 3.2.4 the Company and each subscriber of the Convertible Bonds entering into a Convertible Bond Agreement;
- 3.2.5 the allotment, issue and subscription and sale of the Placement Shares and the Convertible Bonds (including the allotment and issuance of the Conversion Shares) not being prohibited by any statute, order, rule, regulation or directive promulgated or issued after the date of the Placement Agreement by any legislative, executive or regulatory body or authority of Singapore or any other jurisdiction, which is applicable to the Company or the Placement Agent;
- 3.2.6 the delivery to the Placement Agent on Completion Date, of a certificate, substantially in the form set out in the Placement Agreement signed on behalf of the Company, the Vendor and the Target Company by their respective duly authorised officers;
- 3.2.7 there not having occurred, in the reasonable opinion of the Placement Agent, any circumstance, event or situation which is or are likely to have a Material Adverse Effect, subsequent to the date of the Placement Agreement which, in the reasonable opinion of the Placement Agent, is or is reasonably likely to make it impracticable or inadvisable or inexpedient to proceed with the Proposed Compliance Placement and/or the Proposed Convertible Bond Issue or is reasonably likely to prejudice materially the success of the Proposed Compliance Placement and/or the Proposed Convertible Bond Issue or dealings in the Placement Shares and/or the Convertible Bonds in the secondary market; and
- 3.2.8 the representations, warranties and undertakings given by the Company, the Vendor and the Target Company in the Placement Agreement remaining true and correct in all material respects as at the Completion Date and the Company having performed all of its obligations under the Placement Agreement to be performed on or before the Completion Date.

For the purpose of paragraph 3.2.7, “**Material Adverse Effect**” means any material adverse effect on (a) the financial condition, prospects, earnings, business, properties, assets or results of operations of the Company and its subsidiaries (including the Target Group) taken as a whole whether or not arising from transactions in the ordinary course of business, or (b) the ability of the Company, the Vendor and/or the Target Company to perform in any material respect its obligations under the Placement Agreement.

The Placement Agent may, and upon such terms as it thinks fit, waive compliance with any of the Conditions and any Condition so waived shall be deemed to have been satisfied provided always that any such waiver as aforesaid shall be without prejudice to its right to elect to treat any further or other breach, failure or event as releasing and discharging it from its obligations under the Placement Agreement.

- 3.3 Termination. If any of the Conditions has not been satisfied or waived by the Placement Agent on or before the date falling four (4) weeks after the date of the Placement Agreement or such other date as the parties to the Placement Agreement may agree ("**Cut-Off Date**"), the Placement Agent may (but is not bound to), by notice to the Company, the Vendor and the Target Company given at any time prior to Completion (as defined below) terminate the Placement Agreement and no party to the Placement Agreement shall be under any liability to the other parties in respect of the Placement Agreement, other than any antecedent breach thereof and save that the Company, the Vendor and the Target Company shall, if applicable, remain liable for the fees payable pursuant to the Placement Agreement, and the reimbursement of costs and expenses reasonably incurred by the Placement Agent up to the date of such termination under the Placement Agreement, and indemnities under the Placement Agreement.
- 3.4 Completion. Subject to the terms and conditions of the Placement Agreement, completion of the Proposed Compliance Placement and the Proposed Convertible Bond Issue ("**Completion**") shall take place on a date falling no later than three (3) business days after the last of the Conditions (as defined in paragraph 3.2 0above) have been fulfilled or waived (as the case may be) or such other date as the Company, the Vendor and the Placement Agent may mutually agree ("**Completion Date**"), but in any event not later the Cut-Off Date.

4. **CONFIRMATIONS BY THE PLACEMENT AGENT**

The Placement Agent has confirmed, amongst other things, that:

- 4.1.1 there is no share borrowing arrangement entered into to facilitate the Proposed Compliance Placement and the Convertible Bonds;
- 4.1.2 the Placement Shares and the Convertible Bonds will not be placed to any person who is a director (or an associate of a director) or a substantial shareholder or any other person in the categories set out in Catalist Rule 812(1);
- 4.1.3 in the event the number of Placement Shares placed to the end-placees results in any end-placee becoming a substantial shareholder, or in the event the Convertible Bonds issued to any end-placee results in any end-placee becoming a substantial shareholder upon the conversion of the Convertible Bonds, the Placement Agent will inform the Company so that the Company can make the necessary announcement(s) in a timely manner;
- 4.1.4 the placement of the Placement Shares and the issue of the Convertible Bonds to such end-placee will not result in the transfer of a controlling interest as defined in Catalist Rule 803;
- 4.1.5 it will obtain representations from the end-placees that such end-placee is not acting in concert (as defined under the Singapore Code on Take-overs and Mergers) with any other party in their acquisition of the Placement Shares and the Convertible Bonds; and

- 4.1.6 the commission payable by the Company and/or the Target Company and the Vendor to the Placement Agent in respect of the Placement Shares and the Convertible Bonds will not be shared with any of the end-placees of the Placement Shares and the Convertible Bonds.

5. COMPLETION OF THE RESTRUCTURING

Under the SPA, one of the SPA Conditions is the completion of the Restructuring. The Board wishes to update that the Restructuring has been completed on 2 September 2025. Pursuant to completion of the Restructuring, as at the date hereof, the Target Company owns 100% of the shares of each SKVR, SKCR and SKER, and Vendor owns an aggregate of 6,663,000 Target Company Shares, comprising 100% of the issued Target Company Shares.

6. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save for their respective interests arising by way of their directorships and/or shareholdings in the Company and as disclosed in this announcement, none of the Directors (including the Proposed New Board) or substantial Shareholders and their respective associates has any interest, direct or indirect, in the Proposed Compliance Placement or the Proposed Convertible Bond Issue.

7. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the Placement Agreement will be available for inspection during normal business hours for a period of three (3) months commencing from the date of this announcement at the registered office of the Company at 20 Collyer Quay #11-07, Singapore 049319.

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 Proposed Compliance Placement, the Proposed Convertible Bond Issue, the Company and the Target Group, 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.

9. FURTHER ANNOUNCEMENTS

The Company will make the necessary announcements as and when there are further material developments on the Proposed Compliance Placement, the Proposed Convertible Bond Issue and other matters contemplated by this announcement.

10. CAUTIONARY STATEMENT

Shareholders should note that the Proposed Compliance Placement and the Proposed Convertible Bond Issue remains subject to, among other things, the fulfilment of the Conditions under the Placement Agreement. There is no certainty or assurance that the Conditions can be fulfilled or that the Proposed Compliance Placement and the Proposed Convertible Bond Issue will be undertaken at all.

While trading of the Shares has been suspended since 4 May 2021, Shareholders are: (a) asked to exercise caution when dealing in the Shares and should consult their legal, financial, tax and other professional advisers if they have any doubt as to the action to take; and (b) advised to refrain from taking any action in relation to their Shares, which may be prejudicial to their interests until they or their advisers have considered the information and the recommendations set out in the Circular.

By Order of the Board
SINCAP GROUP LIMITED

Teh Wing Kwan
Non-Independent Non-Executive Chairman
8 September 2025

*This announcement has been prepared by the Company and its contents have been reviewed by the Company's sponsor, SAC Capital Private Limited (the "**Sponsor**"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (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 Charmian Lim, Telephone: +65 6232 3210, at 1 Robinson Road, #21-01 AIA Tower, Singapore 048542.