EUROSPORTS GLOBAL LIMITED

(Incorporated in the Republic of Singapore)
(Company Registration No. 201230284Z)

NON-BINDING TERM SHEET IN RELATION TO THE PROPOSED DISPOSAL OF SHARES IN PROSPER AUTO PTE. LTD.

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1. INTRODUCTION

1.1 The Board of Directors (the "**Board**") of EuroSports Global Limited (the "**Company**") wishes to announce that the Company has, on 19 November 2026, entered into a term sheet (the "**Term Sheet**") with Halga Prestige Nawasena Pte. Ltd. (the "**Purchaser**") (Company Registration No. 202648682E), a private company incorporated in Singapore, in relation to the proposed sale of an aggregate of 375,075 ordinary shares (the "**Sale Shares**") representing 75.0% of the total issued share capital of Prosper Auto Pte. Ltd. (the "**Target Company**") for an aggregate consideration of S$9,167,000 (the "**Proposed Disposal**").

1.2 As at the date of this announcement, the Target Company is an 80.0%-owned subsidiary of the Company. The remaining 20.0% of the total issued share capital of the Target Company is held by Eden Capital Pte. Ltd. ("**Eden Capital**").

2. INFORMATION ON THE TARGET COMPANY AND THE PURCHASER

2.1 The Target Company is a private company incorporated in Singapore. It is an authorised Lamborghini dealer in Indonesia and operates Lamborghini showrooms and workshops in Jakarta and Tangerang, Indonesia.

2.2 The Purchaser is a private company incorporated in Singapore. It is the holding company of firms engaged in non-financial and insurance activities. The Purchaser's directors are Tommy Saputra and Koay Tatt Chong, and its shareholders are Robert Liong, Ronny Liong, PT Halga Inova Abadi and PT Prestisius Indonesia.

The Purchaser and its shareholders and directors are not related to any of the Directors or substantial shareholders of the Company or their respective associates.

3. PRINCIPAL TERMS OF THE TERM SHEET

3.1 Sale Shares. The Sale Shares shall comprise ordinary shares held by the Company and, at the election of the Company, ordinary shares held by Eden Capital, in such proportions as the Company may determine. The Sale Shares shall be sold and purchased in two (2) tranches, comprising:

(a) 320,680 Sale Shares representing approximately 64.1% of the total issued share capital of the Target Company (the "**First Tranche Shares**"), completion of the sale and purchase of which ("**First Tranche Completion**") shall take place on the date

falling five (5) business days after the satisfaction (or waiver) of the last of the condition's precedent referred to in paragraph 3.9 below; and

(b) the balance 54,395 Sale Shares representing approximately 10.9% of the total issued share capital of the Target Company (the "**Second Tranche Shares**"), completion of the sale and purchase of which ("**Second Tranche Completion**") shall take place on the later of (i) 30 April 2027 and (ii) the date of First Tranche Completion, such that if the last condition precedent is satisfied after 30 April 2027.

3.2 Consideration. The consideration of S$9,167,000 (the "**Consideration**") is to be paid in cash as follows:

(a) approximately 59.8% (S$5,486,286) (the "**First Payment**"), comprising:

(i) the Deposit (as defined in paragraph 3.4 below) of S$2,372,989.56, which shall be non-refundable save as described in paragraph 3.4 below; and

(ii) S$3,113,296.44, payable as a further deposit upon the signing of a definitive sale and purchase agreement (the "**Formal Agreement**");

(b) approximately 25.6% (S$2,351,266) upon First Tranche Completion; and

(c) the balance of approximately 14.5% (S$1,329,448) upon Second Tranche Completion.

3.3 Debt-free basis. The Proposed Disposal shall be on a strictly debt-free basis, save for customers' deposits for upcoming orders. The Company shall use its best endeavours to fully settle all external bank debts, corporate bonds, shareholder loans, local credit lines and any other debt of the Target Company prior to First Tranche Completion. If any such debt of the Target Company remains outstanding as at First Tranche Completion (the "**Outstanding Debt**"), the Consideration shall be adjusted downwards at First Tranche Completion by an amount equal to the Outstanding Debt, which shall first be deducted from the balance of the Consideration payable on First Tranche Completion and, to the extent that such balance is insufficient, be paid by the Company to the Purchaser within such period as may be agreed in the Formal Agreement.

3.4 Deposit. Pursuant to the Term Sheet, the Purchaser is to pay to the Company a deposit of S$2,372,989.56 (the "**Deposit**") on or before the date of the Term Sheet, which has been received by the Company. The Company shall hold the Deposit for the Due Diligence Period (as defined in paragraph 3.7 below). If the Formal Agreement is entered into on or before the expiry of the Due Diligence Period, the Deposit shall be applied towards, and shall form part of, the First Payment. If the Formal Agreement is not entered into by the expiry of the Due Diligence Period (or is terminated prior to First Tranche Completion) due to (a) the Purchaser not being satisfied with the Due Diligence (as defined in paragraph 3.7 below) (in its sole and absolute discretion), and the Purchaser having, before the expiry of the Due Diligence Period, notified the Company in writing of the specific findings of the Due Diligence with which it is not satisfied (a "**DD Notice**"); (b) any breach, default or non-compliance by the Company (or Eden Capital) of its obligations, undertakings or exclusivity covenants under the Term Sheet; (c) the failure of the Company and the Purchaser to agree upon and execute the Formal Agreement despite the Purchaser negotiating in good faith, including where the Company fails to negotiate the Formal Agreement in good faith or seeks to impose terms materially inconsistent with the Term Sheet; or (d) the non-satisfaction of, or the refusal or inability to obtain, any of the conditions precedent

referred to in paragraph 3.9 below (not attributable to the default of the Purchaser), including the approval of Automobili Lamborghini S.p.A. (and/or its regional distributor) or of the shareholders of the Company, the Company shall refund the Deposit in full to the Purchaser (without interest, and free from any deductions or set-offs save for standard bank transfer fees) within ten (10) business days after the expiry of the Due Diligence Period. In any other circumstances in which the Formal Agreement is not entered into by the expiry of the Due Diligence Period, the Deposit shall not be refundable, and the Company shall be entitled to retain the Deposit absolutely.

3.5 Call Option. The Purchaser shall have an option to purchase up to the remaining 125,025 ordinary shares in the Target Company (representing 25.0% of its total issued share capital) from the Company at a price of S$24.40 per share, exercisable two (2) years after First Tranche Completion or on such other date as may be agreed between the Company and the Purchaser.

3.6 Included and Excluded Assets. The Lamborghini showrooms and workshops operated by the Target Company in Jakarta and Tangerang, Indonesia, including the full operational control of, and the leasehold rights and intellectual property relating to, such showrooms and workshops, which are fully compliant with the corporate identity standards of Automobili Lamborghini S.p.A. (the "**Showroom and Workshop**"), and the spare parts, specialised factory heavy tooling, workshop machinery and stock of the Target Company located in Indonesia (the "**Indonesian Stock**") as at First Tranche Completion (collectively, the "**Relevant Assets**") shall remain owned by the Target Company and are taken on an "as is where is" basis, without any representation or warranty as to their state, condition, repair, quantity, quality, saleability or fitness for purpose. All spare parts, motor vehicles and other stock of the Target Company located in Singapore or any location other than Indonesia shall not form part of the Proposed Disposal and may be transferred to the Company or its nominee prior to First Tranche Completion.

3.7 Due diligence. The Purchaser shall be entitled to conduct due diligence on the financial, legal and tax affairs of the Target Company, the Showroom and Workshop and the Indonesian Stock (the "**Due Diligence**") for a period of up to four (4) weeks from the date of the Term Sheet or such other period as may be agreed between the Company and the Purchaser (the "**Due Diligence Period**"). If the Purchaser does not, before the expiry of the Due Diligence Period, notify the Company in writing of the specific findings of the Due Diligence with which it is not satisfied, the Purchaser shall be deemed to be satisfied with the Due Diligence, without prejudice to the Purchaser's right to a refund of the Deposit in the other circumstances described in paragraph 3.4 above. The Company and the Purchaser shall negotiate in good faith with a view to entering into the Formal Agreement on or before the expiry of the Due Diligence Period.

3.8 Exclusivity. During the Due Diligence Period, the Company shall not, through its director, Mr Andy Goh, directly or indirectly, solicit, initiate, encourage, entertain or engage in any discussions, negotiations or agreements with any third party regarding the sale, transfer or issuance of any shares or assets of, or the restructuring of, the Target Company, unless appointed or approved in writing by the Purchaser.

3.9 Conditions. First Tranche Completion will be subject to, among others:

(a) the approval of the Board (and, if applicable, Eden Capital);

(b) the approval of the shareholders of the Company (if required under the Listing Manual Section B: Rules of Catalist (the "**Catalist Rules**") of the Singapore Exchange Securities Trading Limited);

(c) the approval of Automobili Lamborghini S.p.A. (and/or its regional distributor) for the Proposed Disposal and the continuation of the Target Company's Lamborghini dealership (if required);

(d) the consent of the landlord of the Showroom and Workshop and of any counterparty to a material contract of the Target Company (if required);

(e) the release of all guarantees, indemnities and/or security provided by the Company and its subsidiaries in respect of the Target Company's obligations, all other necessary regulatory approvals (including from the Singapore Exchange Securities Trading Limited and any relevant authority in Indonesia) having been obtained;

(f) the Company and the Purchaser having agreed the form of the shareholders' agreement in respect of the Target Company;

(g) the execution of the Formal Agreement;

(h) all clearances required for the change in ownership of the Target Company with the Accounting and Corporate Regulatory Authority having been obtained; and

(i) the full transfer of the ownership, operational control and local permits and licences of the Showroom and Workshop and the Indonesian Stock to a new Indonesian entity owned and/or controlled by the Purchaser.

3.10 Warranties, indemnity and other undertakings. The Company shall give customary warranties in respect of the Target Company, subject to a disclosure letter (which may be updated prior to First Tranche Completion) and customary limitations of liability, to be set out in the Formal Agreement. In addition, the Company shall:

(a) provide up to ninety (90) days of uncompensated transition support following First Tranche Completion in relation to the handover of customer relationships and relationships with local customs authorities and regional manufacturer networks;

(b) indemnify the Purchaser and the Target Company against all liabilities, claims, taxes, fines, penalties and losses incurred by the Target Company in relation to the Showroom and Workshop arising from or relating to any event, act or omission of the Target Company occurring on or prior to First Tranche Completion; and

(c) not engage in, invest in or provide consulting services to any competing exotic or luxury supercar business in Indonesia for so long as the Company retains an equity interest in the Target Company, and for a period of five (5) years after the Company's full exit from the Target Company.

4. NON-BINDING NATURE OF THE TERM SHEET

The Term Sheet is intended to set out the main principles which will form the basis of the Formal Agreement, and is non-binding, save for certain provisions relating to, among others, the debt-free basis and adjustment to the Consideration, the Deposit, the Due Diligence, exclusivity, the

warranties, transition support, indemnity and non-competition undertakings referred to in paragraph 3.10 above, costs, confidentiality and governing law. The Proposed Disposal is subject to the negotiation and execution of the Formal Agreement, and there is no certainty or assurance that the Formal Agreement will be entered into or that the Proposed Disposal will be completed.

5. CHAPTER 10 OF THE CATALIST RULES

The Proposed Disposal, if it proceeds, is expected to constitute a "major transaction" under Chapter 10 of the Catalist Rules and will be subject to the approval of the shareholders of the Company at an extraordinary general meeting to be convened. The Company will make a further announcement setting out, among others, the relative figures computed on the bases set out in Rule 1006 of the Catalist Rules and the financial effects of the Proposed Disposal upon entry into of the Formal Agreement.

6. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

None of the Directors or substantial shareholders of the Company or their respective associates has any interest, direct or indirect, in the Proposed Disposal, save for their shareholdings in the Company (if any).

7. CAUTIONARY STATEMENT AND FURTHER ANNOUNCEMENTS

Shareholders and potential investors are advised to exercise caution when dealing in the shares of the Company, as there is no certainty or assurance that the Formal Agreement will be entered into or that the Proposed Disposal will proceed. Persons who are in doubt as to the action they should take should consult their stockbrokers, bank managers, solicitors, accountants or other professional advisers.

The Company will make further announcements as and when there are material developments.

By Order of the Board

Goh Kim Hup
Executive Chairman and Chief Executive Officer
19 November 2026

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*This announcement has been reviewed by the Company's sponsor, RHT Capital Pte. Ltd. (the "**Sponsor**"). It has not been examined or approved by the Singapore Exchange Securities Trading Limited (the "**Exchange**") and the Exchange assumes no responsibility for the contents of this document, including the correctness of any of the statements or opinions made or reports contained in this document.*

The contact person for the Sponsor is Mr. Mah How Soon at 36 Robinson Road, #10-06 City House, Singapore 068877, Email: sponsor@rhtgoc.com.
