



(Company Registration No. 201108844H)

ANNOUNCEMENT

ENTRY INTO A CONVERTIBLE LOAN AGREEMENT

1. INTRODUCTION

- 1.1. The board of directors (the **"Board"** or **"Directors"**) of NoonTalk Media Limited (the **"Company"** or **"Borrower"** and together with its subsidiary, the **"Group"** or **"Group Companies"**) wishes to announce that the Company has entered into a convertible loan agreement dated **4 December 2025** (the **"Convertible Loan Agreement"**) with Mr Ng Tse Meng (the **"Investor"** or **"Lender"**, and together with the Company, the **"Parties"**), pursuant to which the Investor has agreed to grant to the Company a convertible loan facility of a principal amount of up to S\$750,000 on and subject to the terms and conditions of the Convertible Loan Agreement (the **"Convertible Loan Facility"**, and a loan made or to be made under the Convertible Loan Agreement by the Lender to the Borrower or the principal amount outstanding for the time being of that loan, the **"Convertible Loan"**).
- 1.2. The Convertible Loan Agreement was entered into in connection with the Golden Singa Awards, an annual Chinese film award show held in Singapore on 1 December 2025 (the **"Award Show"**), which was organised by NTM Masterpiece Pte. Ltd. (**"NTM Masterpiece"**), a wholly-owned subsidiary of the Company. Simultaneous with and on the date of the Parties' entry into the Convertible Loan Agreement, the Investor has subscribed for 25 ordinary shares in NTM Masterpiece for an aggregate consideration of S\$25, representing 20% of NTM Masterpiece's total issued share capital after such subscription. Following the share subscription, the issued and paid-up share capital of NTM Masterpiece was increased to S\$125.
- 1.3. The Investor is the Honorary Chairman of RuiFeng Weath Management Pte Ltd and was introduced by business or industry contacts of the Company's Executive Director and Chief Executive Officer, Dasmond Koh. To the best of the Company's knowledge and save as disclosed in this announcement, the Investor does not have any connection (including business relationships) with the Company, its Directors and substantial shareholders. The Investor does not fall within any of the categories of persons as set out in Rule 812 of the Catalist Rules. The Investor will not be holding the Conversion Shares (as defined below) in trust or as nominees for other persons in the event that the Investor exercises the conversion right under the Convertible Loan Agreement.

- 1.4. The Conversion Shares (as defined below) are intended to be issued pursuant to the general share issuance mandate (the “**General Mandate**”) obtained at the annual general meeting of the Company held on 31 October 2025 (the “**2025 AGM**”) which, pursuant to Section 161 of the Companies Act 1967 of Singapore and Rule 806 of the Catalist Rules, authorises the Directors to, among other things, (I) (i) allot and issue shares in the capital of the Company (the “**Shares**”) whether by way of rights, bonus or otherwise; and/or (ii) make or grant offers, agreements or options (collectively, “**Instruments**”) that might or would require Shares to be issued, including but not limited to the creation and issue of (as well as adjustments to) options, warrants, debentures, or other instruments convertible into Shares; and (II) (notwithstanding that the authority conferred by the General Mandate may have ceased to be in force) issue Shares in pursuance of any Instruments made or granted by the Directors while the General Mandate was in force, provided that the aggregate number of Shares to be issued pursuant to the General Mandate (including Shares to be issued in pursuance of Instruments, made or granted pursuant to the General Mandate), shall not exceed 100% of the total number of issued Shares (excluding treasury shares and subsidiary holdings) at the time the General Mandate was passed, of which the aggregate number of Shares to be issued other than on a *pro rata* basis to the Shareholders shall not exceed 50% of the total number of issued Shares (excluding treasury shares and subsidiary holdings).
- 1.5. The number of issued Shares (excluding treasury shares and subsidiary holdings) as at the 2025 AGM was 197,999,998 Shares. Accordingly, the maximum number of Shares that may be issued pursuant to the General Mandate other than on a *pro rata* basis is 98,999,999 Shares.

2. **PRINCIPAL TERMS OF THE CONVERTIBLE LOAN AGREEMENT**

- 2.1. The principal terms of the Convertible Loan Agreement are set out below:

Loan Amount:	S\$750,000 (the “ Principal Amount ”).
Disbursement:	The entire Principal Amount of the Convertible Loan has been disbursed by the Lender to the Borrower as at the date of this Announcement.
Interest:	The Borrower shall make four (4) quarterly interest payments of S\$15,000 each (“ Quarterly Interest ” and “ Quarterly Interest Payment ”) to the Lender, such interest on the Principal Amount of the Convertible Loan being calculated on the basis of a fixed rate of eight (8) per cent. per annum, with interest accruing daily on the basis of 365 days a year commencing from the date of the Convertible Loan Agreement. The first Quarterly Interest Payment shall be on the date three (3) calendar months following the date of the Convertible Loan Agreement and the final Quarterly Interest Payment shall be on the Repayment Date (as defined below).

In the event that (a) the full Principal Amount is not drawn down or (b)

the Borrower prepays the whole or any part of the Convertible Loan together with any accrued but unpaid interest for the period up to and including the date of repayment in accordance with the Convertible Loan Agreement, the Quarterly Interest Payment shall be payable in accordance with the Convertible Loan Agreement for an amount that is reduced *pro rata*.

In the event of the occurrence of an Other Event of Default (as defined below), interest shall accrue on the Convertible Loan in accordance with the Convertible Loan Agreement until the date of occurrence of such Other Event of Default (being the date the relevant undertaking is first breached by the Borrower or the first date that the representation or warranty made by the Borrower is not complied with or proven to be incorrect or untrue in any material way, as the case may be).

For the avoidance of doubt, save as set out in the Convertible Loan Agreement: (a) there shall be no other interest charged on the Principal Amount; (b) there shall be no default interest on the Convertible Loan and the Quarterly Interest; and (c) the Total Convertible Amount shall not at any time exceed S\$810,000.

Repayment:

The Convertible Loan shall be repayable, together with any accrued but unpaid interest for the period up to and including the date of repayment, by the Borrower in full 12 calendar months from the date of the Convertible Loan Agreement (the “**Repayment Date**”).

The Borrower may, before the Repayment Date, prepay the whole or any part of the Convertible Loan together with any accrued but unpaid interest for the period up to and including the date of repayment, if it gives the Lender prior notice in writing not less than five (5) Business Days' prior to the date of repayment (or such other shorter period of notice as the Lender may agree).

Use of Proceeds:

Subject to the Lender's written consent not to be unreasonably withheld, the Borrower or any Group Company shall use the proceeds from the Convertible Loans for any purpose in connection with organising the Award Show.

Conversion:

Upon the occurrence of an Event of Default (as defined below) and subject to the satisfaction and/or waiver of the Conversion Conditions (as defined below), the Lender shall convert the whole of (and not part thereof) the aggregate of all outstanding amounts requested under the Convertible Loans (including, for the avoidance of doubt, (i) any interest due but unpaid by the Borrower under the Convertible Loans; and (ii) any principal amounts of the Convertible Loans which are outstanding

and unpaid), provided that the Total Convertible Amount shall not at any time exceed S\$810,000, into ordinary shares in the share capital of the Borrower ("**Ordinary Shares**") to be issued by the Borrower at the Conversion Price (as defined below) (the "**Conversion**", and such shares, the "**Conversion Shares**"), in accordance with the terms and conditions of the Convertible Loan Agreement.

Conversion Price:

The "**Conversion Price**" shall be S\$0.070 per Ordinary Share. The Conversion Price represents a 32.1% premium to the weighted average price of S\$0.053 for trades done on the SGX-ST on 3 December 2025, being the last full market day prior to the date on which the Convertible Loan Agreement was signed on which Shares were traded.

The Parties agree that in all or any of the following events (the "**Adjustment Events**") from time to time:

- (a) any consolidation or subdivision of Shares;
- (b) any issue by the Borrower of Shares credited as fully paid-up by way of capitalisation of profits or reserves (whether of a capital or income nature, other than an issue of Shares to shareholders of the Borrower (the "**Shareholders**") who elect to receive Shares in lieu of cash or other dividend) to the Shareholders; or
- (c) an offer or invitation made by the Borrower to Shareholders under which they may acquire or subscribe for Shares by way of rights,

the Conversion Price shall be adjusted by multiplying the Conversion Price in force immediately before such Adjustment Event by the following fraction:

$$\frac{A}{B}$$

where:

- (1) A is the total number of issued Shares immediately before such Adjustment Event; and
- (2) B is the total number of issued Shares immediately after such Adjustment Event,

(such adjustment, the "**Adjustment**").

Conversion
Conditions:

The Parties' obligations to complete the Conversion shall be conditional upon the satisfaction and/or waiver of the following conditions (the "**Conversion Conditions**"):

- (a) approval in-principle for the listing of and quotation for the Conversion Shares on the Catalist Board of the the Singapore Exchange Securities Trading Limited (the “**SGX-ST**”) having been obtained by the Borrower and such approval being in full force and effect, and where such approval is subject to conditions, (i) such conditions being reasonably acceptable to the Parties and (ii) if such conditions are required to be fulfilled on or before the issuance of the Conversion Shares in compliance with the terms of the Conversion Notice (as set out in the Convertible Loan Agreement) (the “**Conversion Completion**”), such conditions having been fulfilled on or before such date, and such approvals remaining in full force and effect as of Conversion Completion; and
- (b) as at Conversion Completion, the allotment, issuance and subscription of the Conversion Shares and all the transactions contemplated by the Convertible Loan Agreement not being prohibited by any statute, order, rule, regulation or directive promulgated or issued by any legislative, executive or regulatory body or authority (including, without limitation, the Monetary Authority of Singapore and the SGX-ST), which is applicable to either Party.

Events of Default: Any of the following events or occurrences in respect of the Borrower during the term of the Convertible Loan Agreement shall constitute an “**Event of Default**”:

- (a) as at the Repayment Date, the failure by the Borrower to repay the Convertible Loan and/or any accrued but unpaid interest thereon (such Event of Default, a “**Payment Event of Default**”). For the avoidance of doubt, the failure by the Borrower to pay a Quarterly Interest Payment at any time prior to the Repayment Date shall not be considered an Event of Default (or Payment Event of Default);
- (b) any breach by the Borrower of any undertaking under the Convertible Loan Agreement (other than a Payment Event of Default) (an “**Other Event of Default**”); or
- (c) any representation or warranty made by the Borrower under the Convertible Loan Agreement is not complied with or is or proves to have been incorrect or untrue in any material way (also, an “**Other Event of Default**”).

2.2. The terms of the Convertible Loan Agreement have been arrived at between the Company and the Lender, taking into consideration the current financial performance and position of the Group,

alternative sources of financing available to the Group, working capital requirements of the Group, prevailing interest rate environment and general market conditions.

3. RATIONALE AND USE OF PROCEEDS

- 3.1. The Company is of the view that its entry into the Convertible Loan Agreement is in the interests of the Group as the proceeds from the Convertible Loan enables the Group to organise the Award Show.
- 3.2. The estimated net proceeds from the Convertible Loan Facility after deducting estimated expenses of approximately S\$50,000 in connection with the Convertible Loan Facility, is approximately S\$700,000 (the “**Net Proceeds**”).
- 3.3. The Company has used the Net Proceeds for the purposes of organising the Award Show, which comprises S\$550,000 for artiste and committee related expenses and S\$150,000 for production.
- 3.4. The Directors are of the opinion that, after taking into consideration:
 - (a) the Group’s internal resources, the working capital available to the Group is sufficient to meet its present requirements, and the Convertible Loan Facility is being undertaken for reasons provided in paragraph 3.1 of this announcement above; and
 - (b) the Group’s internal resources, the Net Proceeds and the working capital available to the Group is sufficient to meet its present requirements.

4. NO TRANSFER OF CONTROLLING INTEREST

The issue of the Conversion Shares upon full conversion of the Convertible Loan will not result in the transfer of a controlling interest to the Investor. As at the date of this announcement, the Investor does not hold, directly or indirectly, any shares in the Company.

5. ADDITIONAL LISTING APPLICATION

The Conversion is subject to the occurrence of an Event of Default and is subject to the satisfaction and/or waiver of the Conversion Conditions. Upon the occurrence of an Event of Default, the Sponsor of the Company, Evolve Capital Advisory Private Limited (the “**Sponsor**”), will be submitting an application for and on behalf of the Company to the SGX-ST for the listing of and quotation for the Conversion Shares on the Catalist board of the SGX-ST. The Company will make the necessary announcement upon receipt of the listing and quotation notice from the SGX-ST.

6. NO PROSPECTUS OR OFFER INFORMATION STATEMENT

The allotment and issue of the Conversion Shares, if any, is made pursuant to the exemption under Section 272B of the Securities and Futures Act 2001 of Singapore. As such, no prospectus or offer information statement will be issued by the Company in connection with the Convertible Loan.

7. CHANGE IN SHAREHOLDINGS

- 7.1. As the full Principal Amount has been disbursed on the date of the Convertible Loan Agreement, based on (1) the Conversion Price of S\$0.070 per Ordinary Share; and (2) the provisions relating to the Conversion, the provisions on the calculation of interest on the Convertible Loan and the provisions on Event of Default as set out in the Convertible Loan Agreement, the maximum number of Conversion Shares that may be issued to the Lender will be 11,571,429 Conversion Shares.
- 7.2. The shareholding interests of the substantial Shareholders as at the date of this announcement and immediately after the issue of the maximum number of Conversion Shares to the Lender, assuming that there are no changes to the number of issued Shares before the completion of the Conversion, are set out below:

Substantial Shareholder	As at the date of this announcement				After the issue of the maximum number of Conversion Shares			
	Direct interest		Deemed interest		Direct interest		Deemed interest	
	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽¹⁾	No. of Shares	% ⁽²⁾	No. of Shares	% ⁽²⁾
Dasmond Koh Chin Eng	-	-	123,844,288	62.55	-	-	123,844,288	59.09
Xun TingTing	10,803,300	5.46	-	-	10,803,300	5.15	-	-
Ng Tse Meng	-	-	-	-	11,571,429	5.52	-	-

Notes:

- (1) The percentages of issued and paid-up share capital are calculated based on 197,999,998 issued Shares (excluding treasury shares) as at the date of this announcement.
- (2) The percentages of issued and paid-up share capital are calculated based on 209,571,427 issued Shares (excluding treasury shares) immediately after the issue of the maximum number of Conversion Shares.

8. FINANCIAL EFFECTS OF THE PROPOSED ISSUE OF CONVERSION SHARES

8.1. Assumptions

The financial effects of the allotment and issue of the maximum number of Conversion Shares on the share capital, the net assets value (“NAV”) per Share and the loss per Share (“LPS”) of the Group are set out below. The financial effects which have been prepared based on the audited consolidated financial statements of the Group for the financial year ended 30 June 2025

("FY2025"), are purely for illustrative purposes only and do not reflect the actual financial position of the Group after the allotment and issue of the Conversion Shares.

For illustration purposes only, the financial effects of the allotment and issue of the maximum number of Conversion Shares have been computed based on the following assumptions:

- (a) the financial effects on the share capital and the NAV per Share of the Group have been computed assuming that the allotment and issue of the maximum number of Conversion Shares was completed on 30 June 2025;
- (b) the financial effects on the LPS of the Group have been computed assuming that the allotment and issue of the maximum number of Conversion Shares was completed on 1 July 2024;
- (c) the Lender exercises its right to convert at the Conversion Price of S\$0.070;
- (d) no Shares have been issued pursuant to the NoonTalk Employee Share Option Scheme;
- (e) no other new Shares are issued for the period from the date of this announcement until the allotment and issue of the maximum number of Conversion Shares; and
- (f) these financial effects do not take into account (i) any other corporate actions announced and undertaken by the Group; and (ii) any fees and expenses to be incurred in relation to the Convertible Loan.

8.2. Share Capital

As at 30 June 2025	Before issue of Conversion Shares	After issue of Conversion Shares
Number of Shares	197,999,998	209,571,427
Issued and paid-up capital (S\$)	8,763,058	9,573,058

8.3. NAV per Share

As at 30 June 2025	Before issue of Conversion Shares	After issue of Conversion Shares
NAV ⁽¹⁾ (S\$)	(396,881)	413,119
Number of Shares	197,999,998	209,571,427
NAV per Share (cents)	(0.20)	0.20

Note:

(1) NAV is computed based on the equity attributable to owners of the Company.

8.4. LPS

As at 30 June 2025	Before issue of Conversion Shares	After issue of Conversion Shares
Loss attributable to owners of the Company (S\$)	(1,795,950)	(1,795,950)
Weighted average number of Shares for FY2025	197,999,998	209,571,427
LPS (cents)	(0.91)	(0.86)

9. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the Directors, controlling Shareholders or their respective associates has any interest, direct or indirect, in the Convertible Loan Agreement and the proposed grant of the Convertible Loan Facility, other than through their respective shareholdings (if any) in the Company.

10. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Convertible Loan Agreement is available for inspection during normal business hours from 9.00 a.m. to 5.00 p.m. at the registered office of the Company at 1 Harvey Road #04-01, Tan Heng Lee Building Singapore 369610 for a period of three (3) months from the date of this announcement.

11. 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 Convertible Loan Agreement and the proposed grant of the Convertible Loan Facility, the Company and its subsidiary, and the Directors are not aware of any facts the omission of which would make any statement in this announcement misleading. Where information in the 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 the announcement in its proper form and context.

12. TRADING CAUTION

Shareholders and potential investors of the Company should exercise caution when trading in the Shares. The proposed Conversion pursuant to the Convertible Loan Agreement is subject to conditions and there is no certainty as at the date of this announcement that the Conversion will occur. The Company will make the necessary announcements when there are further developments. Shareholders and potential investors of the Company are advised to read this announcement and any further announcements by the Company carefully. When in doubt as to the

action they should take, Shareholders and potential investors of the Company should consult their financial, tax or other advisors.

BY ORDER OF THE BOARD

Dasmond Koh Chin Eng
Executive Director and Chief Executive Officer

4 December 2025

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