DATAPULSE TECHNOLOGY LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No.: 198002677D)

MR. ANG KONG MENG

JOINT ANNOUNCEMENT

CONDITIONAL EXIT OFFER IN CONNECTION WITH THE PROPOSED VOLUNTARY DELISTING OF DATAPULSE TECHNOLOGY LIMITED

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1. INTRODUCTION

1.1. The Delisting

Datapulse Technology Limited (the "**Company**") and Mr. Ang Kong Meng (the "**Offeror**") wish to jointly announce that the Offeror has presented to the board of directors of the Company (the "**Directors**") a formal proposal (the "**Delisting Proposal**") to seek the voluntary delisting of the Company (the "**Delisting**") from the Official List of the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") pursuant to Rules 1307 and 1309 of the SGX-ST's listing manual (the "**Listing Manual**").

ZICO Capital Pte. Ltd. ("**ZICO Capital**") has been appointed by the Offeror as the financial adviser to the Offeror in respect of the Exit Offer (as defined below) and the Warrants Proposal (as defined below) in connection with the Delisting.

1.2. The Exit Offer

Under the terms of the Delisting Proposal and in compliance with Rule 1309 of the Listing Manual, ZICO Capital, for and on behalf of the Offeror, will make a conditional exit offer (the "**Exit Offer**") in cash, at S$0.155 per Offer Share (as defined in this paragraph), to acquire all the issued and paid-up ordinary shares in the capital of the Company (the "**Shares**" and each, a "**Share**") held by the shareholders of the Company ("**Shareholders**") (excluding treasury shares), other than those already owned, controlled or agreed to be acquired by the Offeror as at the date of the Exit Offer ("**Offer Shares**" and each, an "**Offer Share**"). The Exit Offer is conditional upon the resolution to delist the Company (the "**Delisting Resolution**") being approved by a majority of at least 75% of the Shares (excluding treasury shares and subsidiary holdings) held by Shareholders other than the Offeror and parties acting or deemed to be acting in concert with the Offeror (the "**Offeror Concert Party Group**") ("**Independent Shareholders**") present and voting, on a poll, either in person or by proxy at the EGM (as defined in paragraph 1.4 below). The Offeror Concert Party Group must abstain from voting on the Delisting Resolution.

1.3. The Warrants Proposal

In accordance with Rule 19 of The Singapore Code on Take-overs and Mergers (the "**Code**"), ZICO Capital, for and on behalf of the Offeror, will make a proposal (the "**Warrants Proposal**") to the holders ("**Warrant Holders**") of the warrants issued by the Company (the "**Warrants**" and each, a "**Warrant**") to acquire, in cash, all the Warrants held by Warrant Holders, other than those Warrants already owned, controlled or agreed to be acquired by the Offeror as at the date of the Exit Offer ("**Offer Warrants**" and each, an "**Offer Warrant**"). The Warrants Proposal is conditional upon (a) the Exit Offer becoming or being declared unconditional; and (b) Offer

Warrants remaining outstanding and continuing to be exercisable into new Shares in accordance with the terms and conditions of the Warrants.

The Warrants Proposal will not be conditional upon a minimum number of acceptances being received by the Offeror in relation to the Exit Offer or in relation to the Warrants Proposal, and the Exit Offer will not be conditional upon acceptances received in relation to the Warrants Proposal.

Further details of the terms and conditions of the Exit Offer and the Warrants Proposal are set out in paragraphs 6 and 7 of this Joint Announcement respectively.

1.4. Delisting Resolution

The Directors have reviewed the Delisting Proposal and intend to convene an extraordinary general meeting of the Company (the "**EGM**") to seek the approval of Independent Shareholders for the Delisting Resolution (the "**Shareholders' Delisting Approval**").

Shareholders and Warrant Holders should exercise caution and seek appropriate independent advice when dealing in Shares and Warrants respectively.

1.5. Financial Adviser to the Offeror

ZICO Capital has been appointed as the financial adviser to the Offeror in respect of the Exit Offer and the Warrants Proposal in connection with the Delisting.

2. INFORMATION ON THE COMPANY

2.1. The Company

The Company was incorporated under the laws of Singapore on 28 July 1980. The Company was listed on the Stock Exchange of Singapore Dealing and Automated Quotation System (SGX SESDAQ) on 17 February 1994 (which was subsequently restructured and renamed the Catalist Board of the SGX-ST) and was subsequently transferred to the Mainboard of the SGX-ST on 23 November 2000. The Company and its subsidiaries are principally engaged in the hotel and hospitality property investment business in South Korea and Singapore.

2.2. Share Capital and Warrants

As at the date of this Joint Announcement (the "**Joint Announcement Date**"), the Company's issued and paid-up share capital is S$34,590,582.54 comprising 236,858,573 Shares (excluding treasury shares) and 829,600 treasury shares.

As at the Joint Announcement Date, the details of the Warrants are as follows:

Date of Issue	Number of Warrants Issued	Number of Warrants Exercised	Number of Outstanding Warrants(1)	Date of Expiry
24 November 2022	109,537,422	20,578,068	88,959,354	28 November 2027

Note:

(1) Each Warrant carries the right to subscribe for one (1) new Share at the exercise price of S$0.09 for each new Share. Accordingly, the number of unexercised Warrants represents the maximum number of new Shares that may be issued upon the exercise of all of the Warrants, which would increase the total number of Shares (excluding treasury shares) to 325,817,927.

As at the Joint Announcement Date, save for the Warrants, there are no outstanding instruments convertible into, rights to subscribe for, and options in respect of, securities which carry voting rights in the Company.

2.3. Directors

As at the Joint Announcement Date, the Directors are as follows:

(a) Mr. Ang Kong Meng (Executive Chairman and Chief Executive Officer);

(b) Ms. Yap Ming Choo (Lead Independent Non-Executive Director);

(c) Mr. Lee Sok Khian, John (Independent Non-Executive Director); and

(d) Mr. Yuen Pei Lur, Perry (Independent Non-Executive Director).

3. INFORMATION ON THE OFFEROR

3.1. The Offeror

The Exit Offer and the Warrants Proposal will be undertaken by the Offeror. As at the Joint Announcement Date, the Offeror is a controlling shareholder of the Company as well as the Executive Chairman and Chief Executive Officer of the Company.

3.2. The Offeror's Interests in the Company

As at the Joint Announcement Date, the interests of the Offeror in the capital of the Company are as follows:

Direct Interest		Deemed Interest	
Number of Shares	**Shareholding Percentage**(1)	**Number of Shares**	**Shareholding Percentage**
183,009,816	77.27%	-	-

Note:

(1) Computed based on the Company's issued and paid-up share capital comprising 236,858,573 Shares (excluding treasury shares) as at the Joint Announcement Date.

Direct Interest		Deemed Interest	
Number of Warrants	**Warrant-holding Percentage**(1)	**Number of Warrants**	**Warrant-holding Percentage**(1)
27,499,069	30.91%	-	-

Note:

(1) Computed based on the 88,959,354 outstanding Warrants as at the Joint Announcement Date.

4. THE DELISTING PROPOSAL

4.1. Listing Manual Provisions in relation to the Delisting

Under Rule 1307 of the Listing Manual, the SGX-ST may agree to an application by the Company to delist from the SGX-ST if:

(a) the Company convenes the EGM to obtain Shareholders' approval for the Delisting; and

(b) the Delisting Resolution has been approved by a majority of at least 75% of the total number of Shares (excluding treasury shares and subsidiary holdings) held by Shareholders present and voting, on a poll, either in person or by proxy at the EGM. The Offeror Concert Party Group must abstain from voting on the Delisting Resolution.

In addition, under Rule 1309 of the Listing Manual, if the Company is seeking to delist from the SGX-ST:

(a) the Exit Offer must be made to Shareholders and holders of any other classes of listed securities to be delisted. The Exit Offer must:

  (i) be fair and reasonable; and

  (ii) include a cash alternative as the default alternative; and

(b) the Company must appoint an independent financial adviser to advise on the Exit Offer and the independent financial adviser must opine that the Exit Offer is fair and reasonable.

5. RULINGS SOUGHT FROM THE SECURITIES INDUSTRY COUNCIL OF SINGAPORE (THE "SIC")

An application was made on behalf of the Offeror to the SIC to seek certain rulings in relation to the Exit Offer and the Warrants Proposal. The SIC has ruled, *inter alia*, that the Exit Offer and the Warrants Proposal are exempted from compliance with the following provisions of the Code:

(a) Rule 20.1 of the Code on keeping the offer open for 14 days after it is revised;

(b) Rule 22 of the Code on offer timetable;

(c) Rule 28 of the Code on acceptances; and

(d) Rule 29 of the Code on the right of acceptors to withdraw their acceptances,

subject to the satisfaction of the following conditions:

(i) the Delisting Resolution being approved at the EGM by Independent Shareholders within three (3) months from the Joint Announcement Date;

(ii) the Exit Offer and the Warrants Proposal remaining open for at least:

(A) 21 days after the Despatch Date (as defined in paragraph 6.7 below), if the Exit Offer Letter (as defined in paragraph 6.6 below) and the Warrants Proposal Letter (as defined in paragraph 7.6 below) are despatched after the Delisting Resolution is approved at the EGM; or

(B) 14 days after the date of the announcement of the Shareholders' Delisting Approval being obtained if the Exit Offer Letter and the Warrants Proposal Letter are despatched on the same date as the Circular (as defined in paragraph 6.7 below),

(iii) disclosure in the Circular of:

(A) the consolidated net tangible asset ("**NTA**") per Share of the group comprising the Company, its subsidiaries and associated companies based on the latest published accounts prior to the date of the Circular; and

(B) particulars of all known material changes as of the latest practicable date which may affect the consolidated NTA per Share referred to in the paragraph above or a statement that there are no such known material changes,

and the SIC exempts the Offeror from making and assuming responsibility for any recommendations to Shareholders and Warrant Holders on the Exit Offer and the Warrants Proposal. Nevertheless, the Offeror must still assume responsibility for the accuracy of facts stated or opinions expressed in documents and advertisements issued by, or on behalf of, the Company to Shareholders and Warrant Holders in connection with the Exit Offer and the Warrants Proposal.

6. THE EXIT OFFER

6.1. Offer Shares

The Exit Offer will be made for all Offer Shares, being all Shares (excluding treasury shares) other than those already owned, controlled or agreed to be acquired by the Offeror as at the date of the Exit Offer. Shareholders may choose to accept the Exit Offer in respect of all or part of their holdings of Offer Shares.

For the avoidance of doubt, the Exit Offer will also be extended, on the same terms and conditions, to all new Shares unconditionally issued or to be issued pursuant to the valid exercise of any Warrants to subscribe for new Shares prior to the close of the Exit Offer. For the purpose of the Exit Offer, the expression "**Offer Shares**" shall include such Shares.

6.2. Exit Offer Price

The consideration payable by the Offeror for Offer Shares validly tendered in acceptance of the Exit Offer will be:

For each Offer Share: S$0.155 in cash (the "Exit Offer Price").

THE OFFEROR DOES NOT INTEND TO REVISE THE EXIT OFFER PRICE.

6.3. No Encumbrances

The Offer Shares will be acquired:

(a) fully paid;

(b) free from any claim, charge, pledge, mortgage, encumbrance, lien, option, equity, power of sale, declaration of trust, hypothecation, retention of title, right of pre-emption, right of first refusal, moratorium or other third party right or security interest of any kind or any agreement, arrangement or obligation to create any of the foregoing (collectively, "**Encumbrances**"); and

(c) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and hereafter attaching thereto, including but not limited to the right to receive and retain all dividends, rights, other distributions and/or return of capital, whether in cash or in kind (collectively, "**Distributions**") (if any) announced, declared, made or paid by the Company in respect of Offer Shares on or after the Joint Announcement Date.

If any Distributions are announced, declared, made or paid by the Company in respect of Offer Shares on or after the Joint Announcement Date, depending on the settlement date in respect of Offer Shares tendered in acceptance of the Exit Offer, the Offeror reserves the right to reduce the Exit Offer Price for the relevant Offer Shares by the amount of such Distributions.

6.4. Conditions

The Delisting and the Exit Offer will be conditional upon the Delisting Resolution being approved by a majority of at least 75% of the Shares (excluding treasury shares and subsidiary holdings) held by Independent Shareholders present and voting, on a poll, either in person or by proxy at a meeting. The Offeror Concert Party Group must abstain from voting on the Delisting Resolution.

If the Delisting Resolution is not approved, the Delisting will not proceed and the Company will remain listed on the Official List of the SGX-ST. The Exit Offer will also lapse and all acceptances of the Exit Offer will be returned.

The Exit Offer will not be conditional upon a minimum number of acceptances being received by the Offeror.

In addition, the Delisting will be conditional upon the SGX-ST agreeing to the application by the Company to delist from the Official List of the SGX-ST. The Company will submit an application in respect of the Delisting to the SGX-ST in due course.

6.5. Warranty

A Shareholder who tenders his Offer Shares in acceptance of the Exit Offer will be deemed to unconditionally and irrevocably warrant that he sells such Offer Shares as or on behalf of the beneficial owner(s) thereof:

(a) fully paid;

(b) free from any Encumbrances; and

(c) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) declared, paid or made by the Company in respect of Offer Shares on or after the Joint Announcement Date.

6.6. Exit Offer Letter

Further details on the Exit Offer will be set out in the formal exit offer letter containing the terms and conditions of the Exit Offer (the "**Exit Offer Letter**") to be issued by the Offeror to Shareholders as well as the relevant acceptance form(s).

6.7. Duration

It is intended that the Exit Offer Letter (without the relevant acceptance form(s)) will be electronically disseminated to Shareholders on the same day as the circular in connection with the Delisting to be issued by the Company (the "**Circular**") containing, *inter alia*, further information regarding the terms and conditions of the Exit Offer.

In connection with the electronic dissemination of the Exit Offer Letter and the Circular, a hardcopy notification containing instructions on how to access the electronic copies of the Exit Offer Letter and the Circular, together with the relevant acceptance form(s) will be despatched to Shareholders in due course (the "**Despatch Date**"). Further details on the procedures for acceptance of the Exit Offer will be set out in the Exit Offer Letter.

Shareholders may choose to accept the Exit Offer before the EGM. However, such acceptances would be conditional and if the Delisting Resolution is not approved at the EGM, the Exit Offer will lapse and all Shareholders as well as the Offeror will cease to be bound by any prior acceptances of the Exit Offer by any Shareholder.

If the Delisting Resolution is approved, the Exit Offer will continue to remain open for acceptance by Shareholders for 14 days following the date of the announcement of the Shareholders' Delisting Approval (if any) being obtained.

7. THE WARRANTS PROPOSAL

7.1. Offer Warrants

The Warrants Proposal will be made for all Offer Warrants, being all Warrants other than those already owned, controlled or agreed to be acquired by the Offeror as at the date of the Warrants Proposal. Warrant Holders may choose to accept the Warrants Proposal in respect of all or part of their holdings of Offer Warrants.

7.2. Warrants Price

The consideration payable by the Offeror for Offer Warrants validly tendered in acceptance of the Warrants Proposal will be:

For each Offer Warrant: S$0.065 in cash (the "Warrants Price").

The Warrants Price is computed on a "see-through" basis. In other words, the Warrants Price is the amount of the excess of the Exit Offer Price over the exercise price of the Warrants, being S$0.09 per Warrant.

THE OFFEROR DOES NOT INTEND TO REVISE THE WARRANTS PRICE.

7.3. No Encumbrances

The Offer Warrants will be acquired:

(a) fully paid;

(b) free from any Encumbrances; and

(c) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and hereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) announced, declared, made or paid by the Company in respect of Offer Warrants on or after the Joint Announcement Date.

If any Distributions are announced, declared, made or paid by the Company in respect of Offer Warrants on or after the Joint Announcement Date depending on the settlement date in respect of Offer Warrants tendered in acceptance of the Warrants Proposal, the Offeror reserves the right to reduce the Warrants Price for the relevant Offer Warrants by the amount of such Distributions.

7.4. Conditions

The Warrants Proposal will be conditional upon:

(a) the Exit Offer becoming or being declared unconditional in all respects in accordance with its terms; and

(b) Offer Warrants remaining outstanding and continuing to be exercisable into new Shares in accordance with the terms and conditions of the Warrants.

The Warrants Proposal will not be conditional upon a minimum number of acceptances being received by the Offeror in relation to the Exit Offer or in relation to the Warrants Proposal, and the Exit Offer will not be conditional upon acceptances received in relation to the Warrants Proposal.

7.5. Warranty

A Warrant Holder who tenders his Offer Warrants in acceptance of the Warrants Proposal will be deemed to unconditionally and irrevocably warrant that he sells such Offer Warrants as or on behalf of the beneficial owner(s) thereof:

(a) fully paid;

(b) free from any Encumbrances; and

(c) together with all rights, benefits and entitlements attached thereto as at the Joint Announcement Date and thereafter attaching thereto, including but not limited to the right to receive and retain all Distributions (if any) declared, paid or made by the Company in respect of Offer Warrants on or after the Joint Announcement Date.

7.6. Warrants Proposal Letter

Further details on the Warrants Proposal will be set out in the formal warrants proposal letter containing the terms and conditions of the Warrants Proposal (the "**Warrants Proposal Letter**") to be issued by the Offeror to Warrant Holders as well as the relevant acceptance form(s).

7.7. Duration

It is intended that the Warrants Proposal Letter (without the relevant acceptance form(s)) will be electronically disseminated to Warrant Holders on the same day as the Exit Offer Letter and the Circular.

In connection with the electronic dissemination of the Warrants Proposal Letter, a hardcopy notification containing instructions on how to access the electronic copies of the Warrants Proposal Letter, together with the relevant acceptance form(s) will be despatched to Warrant Holders on the Despatch Date. Further details on the procedures for acceptance of the Warrants Proposal will be set out in the Warrants Proposal Letter.

Warrant Holders may choose to accept the Warrants Proposal before the EGM. However, such acceptances would be conditional and if the Delisting Resolution is not approved at the EGM, the Warrants Proposal will lapse and all Warrant Holders as well as the Offeror will cease to be bound by any prior acceptances of the Warrants Proposal by any Warrant Holder.

If the Delisting Resolution is approved, the Warrants Proposal will continue to remain open for acceptance by Warrant Holders for 14 days following the date of the announcement of the Shareholders' Delisting Approval (if any) being obtained.

8. OFFEROR'S FINANCIAL EVALUATION OF THE EXIT OFFER

The Exit Offer Price represents the following premium over the historical transacted prices of the Shares on the SGX-ST:

Description	**Benchmark Price (S$)**(1)(2)	**Premium over Benchmark Price (%)**(3)
Last traded price of the Shares on the SGX-ST on 3 August 2026	0.101(4)	53.5
Volume weighted average price ("**VWAP**") of the Shares for the one (1)-month period up to and including the Last Trading Day ("**1M VWAP**")	0.101	53.5

Description	Benchmark Price (S$)(1)(2)	Premium over Benchmark Price (%)(3)
VWAP of the Shares for the three (3)-month period up to and including the Last Trading Day ("**3M VWAP**")	0.103	50.5
VWAP of the Shares for the six (6)-month period up to and including the Last Trading Day ("**6M VWAP**")	0.115	34.8
VWAP of the Shares for the 12-month period up to and including the Last Trading Day ("**12M VWAP**")	0.117	32.5

Notes:

(1) Based on data extracted from Bloomberg L.P..

(2) Rounded to the nearest three (3) decimal places.

(3) Rounded to the nearest one (1) decimal place.

(4) Represents the last traded price of the Shares on 3 August 2026 prior to the Joint Announcement. There were no trades in the Shares on 4 August 2026 and 5 August 2026, being the last day on which the SGX-ST is open for trading in securities (the "**Last Trading Day**") prior to the Joint Announcement.

The Exit Offer Price also represents a discount of approximately 38.91% over the unaudited net asset value ("**NAV**") per Share (excluding treasury shares) of S$0.254 as at 31 January 2026, and a discount of approximately 25.85% over the diluted NAV per Share (excluding treasury shares) of S$0.209 as at 31 January 2026[1].

9. OFFEROR'S RATIONALE FOR THE DELISTING AND THE EXIT OFFER

9.1. Opportunity for Shareholders to Realise their Investments Amidst Low Trading Liquidity of the Shares

The trading volume of the Shares on the SGX-ST has been low, with an average daily trading volume of the Shares for the one (1)-month, three (3)-month, six (6)-month, and 12-month periods prior to and including the Last Trading Day as follows:

Period prior to and including the Last Trading Day	Average Daily Trading Volume(1)(2)	Approximate percentage of total number of free float Shares(3) (%)
Last one (1) month	909	^
Last three (3) months	2,619	^

[1] Based on the fully diluted capital of the Company assuming the exercise of all outstanding Warrants.

Period prior to and including the Last Trading Day	Average Daily Trading Volume[(1)(2)]	Approximate percentage of total number of free float Shares[(3)] (%)
Last six (6) months	13,681	0.03
Last 12 months	8,200	0.02

Notes:

^ Amounts to less than 0.01%.

(1) Based on data extracted from Bloomberg L.P..

(2) The average daily trading volume is computed based on the total trading volume of the Shares for all Market Days for the relevant periods prior to and including the Last Trading Day, divided by the total number of Market Days during the respective periods. "**Market Day**" refers to a day on which the SGX-ST is open for the trading of securities.

(3) The term "**free float Shares**" refers to the Shares other than those held by the Directors, substantial shareholders and/or controlling shareholders of the Company or its subsidiaries and their respective associates (as defined in the Listing Manual). For the purposes of computing the average daily trading volume as an approximate percentage of total number of free float Shares, we have used a total number of 53,848,757 free float Shares representing approximately 22.7% of Shares as at the Joint Announcement Date. Percentage figures are calculated based on the total number of Shares as at the Joint Announcement Date and rounded to the nearest one (1) decimal place.

In view of the low trading volume during the periods prior to and including the Last Trading Day, the Offeror believes that the Exit Offer represents an opportunity for Shareholders to realise their investments in the Shares at a premium (without incurring any brokerage and other trading costs) which may not otherwise be readily available given the low trading liquidity of the Shares.

9.2. Opportunity for Shareholders to Realise their Investments in the Shares at a Premium Over Historical Share Prices Without Incurring Brokerage Costs

Against the backdrop of a challenging macro and operating environment as a result of, *inter alia*, foreign exchange volatility, rising labour costs, inflationary pressures and increased regional competition, the Offeror believes that, through the Delisting and the Exit Offer, Shareholders who accept the Exit Offer will have an opportunity to realise their investments in the Company for a cash consideration at a premium over the historical transacted prices of the Shares on the SGX-ST. Furthermore, Shareholders would be able to realise their investments without incurring any brokerage and other trading costs.

The Exit Offer Price represents a premium over the historical transacted prices of the Shares on the SGX-ST on 3 August 2026, being the last traded day of the Shares prior to the Joint Announcement and the VWAP of the Shares over the 1M VWAP, 3M VWAP, 6M VWAP and 12M VWAP per Share, each as set out in paragraph 8 above.

9.3. Greater Management Flexibility

The Offeror believes that delisting the Company will give the Offeror and the management of the Company more flexibility and control to manage the business of the Company, optimise the use of its management and capital resources and facilitate the implementation of any operational change without the attendant costs, regulatory restrictions and compliance issues associated with its listed status on the SGX-ST.

9.4. Compliance Costs of Maintaining Listing

In maintaining its listed status, the Company incurs compliance and associated costs relating to continuing listing requirements under the Listing Manual. In the event that the Company is delisted from the Official List of the SGX-ST, the Company will be able to save on expenses relating to the maintenance of a listed status and focus its resources on its business operations.

10. OFFEROR'S INTENTIONS FOR THE COMPANY

It is the strategic intention of the Offeror to delist the Company. The Offeror does not intend to maintain or support any action taken or to be taken to maintain the present listing status of the Company and there is no plan in the foreseeable future for the Shares to be re-listed on any securities exchange.

In the event the Delisting Resolution is approved at the EGM, the Company will, subject to the SGX-ST's approval being obtained for the Delisting, be delisted from the Official List of the SGX-ST on or after the close of the Exit Offer, irrespective of the number of acceptances received by the Offeror in respect of the Exit Offer. In the event the Delisting Resolution is not approved at the EGM, the Exit Offer will lapse and the Company will remain listed on the Official List of the SGX-ST.

If the Company is delisted from the Official List of the SGX-ST, the Company (as a Singapore-incorporated company) will remain subject to the provisions of the Companies Act 1967 of Singapore (the "Companies Act") and (in the event that it becomes a public unlisted company pursuant to the Exit Offer) may be subject to provisions of the Code, but will no longer be subject to the provisions of the Listing Manual. Shareholders at such time may wish to seek their own independent legal advice to familiarise themselves with their rights, *inter alia*, as a shareholder of an unlisted Singapore-incorporated company under the Companies Act.

Following the close of the Exit Offer, the Offeror has no current intentions to (a) introduce any major changes to the existing business of the Company; (b) redeploy the fixed assets of the Company; or (c) discontinue the employment of the existing employees of the Company, other than in the ordinary and usual course of business. However, the Offeror retains the flexibility to at any time and from time to time consider undertaking a strategic and operational review of the Company with a view to realising synergies, economies of scale, cost efficiencies and growth potential including considering options or opportunities which may present themselves and which the Offeror regards to be in the best interests of the Offeror and/or the Company.

11. COMPULSORY ACQUISITION

Pursuant to Section 215(1) of the Companies Act, if the Offeror receives valid acceptances pursuant to the Exit Offer or acquires Shares from the Despatch Date otherwise than through valid acceptances of the Exit Offer, in respect of not less than 90% of the total number of Shares in issue (other than those already held by the Offeror or his nominees or any person or body corporate falling within the scope of Section 215(9A) of the Companies Act as at the Despatch Date and excluding any Shares held by the Company as treasury shares), the Offeror will be entitled to exercise his right to compulsorily acquire, at the Exit Offer Price, all Offer Shares held by Shareholders who have not accepted the Exit Offer ("**Dissenting Shareholders**"). **The**

Offeror, if so entitled, intends to exercise his right of compulsory acquisition under Section 215(1) of the Companies Act.

In addition, pursuant to Section 215(3) of the Companies Act, Dissenting Shareholders have the right under and subject to Section 215(3) of the Companies Act, to require the Offeror to acquire their Offer Shares at the Exit Offer Price in the event that the Offeror or his nominees acquire, pursuant to the Exit Offer, such number of Shares which, together with the Shares held by the Offeror or his nominees, comprise 90% or more of the total number of Shares. **Dissenting Shareholders who wish to exercise such a right are advised to seek their own independent legal advice.**

12. CONFIRMATION OF FINANCIAL RESOURCES

ZICO Capital, as the financial adviser to the Offeror, confirms that sufficient financial resources are available to the Offeror to satisfy the full acceptance of (a) the Exit Offer (including any acceptances in respect of new Shares unconditionally issued or to be issued pursuant to the valid exercise of any Warrants) on the basis of the Exit Offer Price; and (b) the Warrants Proposal on the basis of the Warrants Price.

13. APPOINTMENT AND ADVICE OF INDEPENDENT FINANCIAL ADVISER AND DIRECTORS' RECOMMENDATIONS

13.1. Appointment of Independent Financial Adviser

An independent financial adviser (the "**IFA**") will be appointed by the Company after the Joint Announcement Date to advise the Directors who are considered independent for the purposes of making recommendations to Shareholders in respect of the Exit Offer and the Warrants Proposal (the "**Independent Directors**") in relation to the Exit Offer and the Warrants Proposal.

13.2. Circular to Shareholders

The advice of the IFA and the recommendation of the Independent Directors on the Exit Offer and the Warrants Proposal will be set out in the Circular to be despatched to Shareholders and Warrant Holders respectively in due course.

14. DISCLOSURE OF SHAREHOLDINGS, DEALINGS AND OTHER ARRANGEMENTS

As at the Joint Announcement Date, save as disclosed in this Joint Announcement and based on the latest information available to the Offeror, none of (a) the Offeror; and (b) ZICO Capital (collectively, the "**Relevant Persons**"):

(i) owns, controls or has agreed to acquire any (A) Shares; (B) securities which carry voting rights in the Company; or (C) convertible securities, warrants, options or derivatives in respect of the Shares or securities which carry voting rights in the Company (collectively, the "**Relevant Securities**");

(ii) has dealt for value in any Relevant Securities during the three (3)-month period immediately preceding the Joint Announcement Date and up to the Joint Announcement Date (the "**Relevant Period**");

(iii) has entered into any arrangement (whether by way of option, indemnity or otherwise) in relation to the Relevant Securities which might be material to the Exit Offer or the Warrants Proposal;

(iv) has received any irrevocable commitment from any person to accept or reject the Exit Offer or the Warrants Proposal; or

(v) has:

(A) granted any security interest in respect of any Relevant Securities in favour of any other person, whether through a charge, pledge or otherwise;

(B) borrowed any Relevant Securities from any other person (excluding borrowed Relevant Securities which have been on-lent or sold); or

(C) lent any Relevant Securities to any other person.

15. CONFIDENTIALITY

In the interests of confidentiality, the Offeror has not made enquiries in respect of certain other parties who are or may be presumed to be acting in concert with him in connection with the Exit Offer and the Warrants Proposal. For the same reason, ZICO Capital has not made enquiries into any holdings of Relevant Securities by certain parties deemed to be acting in concert with ZICO Capital in connection with the Exit Offer and the Warrants Proposal under the Code. Further enquiries will be made of such persons and the relevant disclosures (if any) will be made in due course and in the Exit Offer Letter or the Warrants Proposal Letter (as the case may be).

If the aggregate number of Relevant Securities owned, controlled or agreed to be acquired by the Offeror Concert Party Group (other than the Relevant Persons) represents 0.5% or more in aggregate of the total Shares in issue, the Offeror will promptly announce such holdings to the public.

16. OVERSEAS SHAREHOLDERS

This Joint Announcement does not constitute an offer to sell or the solicitation of an offer to subscribe for or buy any security, nor is it a solicitation of any vote or approval in any jurisdiction, nor shall there be any sale, issuance or transfer of the securities referred to in this Joint Announcement in any jurisdiction in contravention of applicable law. The Exit Offer and the Warrants Proposal will be made solely by the Exit Offer Letter and the Warrants Proposal Letter (as the case may be) and the relevant forms of acceptance accompanying the same, which will contain the full terms and conditions of the Exit Offer and the Warrants Proposal (as the case may be), including details of how it may be accepted. For the avoidance of doubt, the Exit Offer is open to all Shareholders holding Offer Shares and the Warrants Proposal is open to all Warrant Holders holding Offer Warrants, including those to whom the Exit Offer Letter, the Warrants Proposal Letter and relevant forms of acceptance may not be sent.

The release, publication or distribution of this Joint Announcement in certain jurisdictions may be restricted by law and therefore persons in any such jurisdictions into which this Joint

Announcement is released, published or distributed should inform themselves about and observe such restrictions.

Copies of this Joint Announcement and any formal documentation relating to the Exit Offer are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any jurisdiction where the making of or the acceptance of the Exit Offer or the Warrants Proposal would violate the law of that jurisdiction ("**Restricted Jurisdiction**") and will not be capable of acceptance by any such use, instrumentality or facility within any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send them in or into or from any Restricted Jurisdiction.

The Exit Offer and the Warrants Proposal (unless otherwise determined by the Offeror and permitted by applicable laws and regulations) will not be made, directly or indirectly, in or into, or by the use of mails of, or by any means or instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction and the Exit Offer and the Warrants Proposal will not be capable of acceptance by any such use, means, instrumentality or facilities.

The availability of the Exit Offer and the Warrants Proposal to Shareholders and Warrant Holders (as the case may be) whose addresses are outside Singapore as shown on the register of members or register of holders of warrants of the Company or in the records of The Central Depository (Pte) Limited (as the case may be) (in the case of Shareholders, collectively, "**Overseas Shareholders**", and each, an "**Overseas Shareholder**" and in the case of Warrant Holders, collectively, "**Overseas Warrant Holders**" and each, an "**Overseas Warrant Holder**") may be affected by the laws of the relevant overseas jurisdictions in which they are located. Accordingly, Overseas Shareholders and Overseas Warrant Holders should inform themselves of, and observe, any applicable requirements in the relevant overseas jurisdictions.

17. FURTHER INFORMATION

No immediate action is required of Shareholders and Warrant Holders on their part in respect of the Delisting, the Exit Offer and the Warrant Proposal (as the case may be).

The Exit Offer Letter, the Warrant Proposal Letter and the Circular will be electronically despatched to Shareholders and Warrant Holders in due course. The Exit Offer Letter, the Warrant Proposal Letter and the Circular shall include, *inter alia*, further information regarding the Delisting, the terms and conditions of the Exit Offer and the Warrants Proposal, the advice of the IFA and the recommendation of the Independent Directors regarding the Exit Offer and the Warrants Proposal, and a notice of the EGM.

18. CAUTIONARY STATEMENT

SHAREHOLDERS, WARRANT HOLDERS AND POTENTIAL INVESTORS SHOULD EXERCISE CAUTION WHEN TRADING IN SHARES AND/OR WARRANTS, AND WHERE IN DOUBT AS TO THE ACTION THEY SHOULD TAKE, THEY SHOULD CONSULT THEIR STOCKBROKER, BANK MANAGER, ACCOUNTANT, SOLICITOR, TAX ADVISER OR OTHER PROFESSIONAL ADVISERS.

19. RESPONSIBILITY STATEMENTS

The Offeror has taken all reasonable care to ensure the facts stated and all opinions expressed herein (other than those relating to the Company and any opinion expressed by the Company) are fair and accurate and that no material facts have been omitted from this Joint Announcement, the omission of which would make any statement in this Joint Announcement misleading, and he hereby accepts full responsibility accordingly. Where any information in this Joint Announcement has been extracted or reproduced from published or otherwise publicly available sources (including without limitation, in relation to the Company), the sole responsibility of the Offeror has been to ensure through reasonable enquiries that such information has been accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement.

The Directors (including any who may have delegated detailed supervision of the preparation of this Joint Announcement) have taken all reasonable care to ensure the facts stated and all opinions expressed herein (other than those relating to the Delisting Proposal, the Exit Offer, the Warrants Proposal and the Relevant Persons) are fair and accurate, and that no material facts have been omitted from this Joint Announcement, the omission of which would make any statement in this Joint Announcement misleading and they hereby collectively and individually accept full responsibility accordingly. Where any information in this Joint Announcement has been extracted or reproduced from published or otherwise publicly available sources (including without limitation, in relation to the Offeror), the sole responsibility of the Directors has been to ensure through reasonable enquiries that such information has been accurately and correctly extracted from such sources or, as the case may be, reflected or reproduced in this Joint Announcement.

BY ORDER OF THE BOARD **DATAPULSE TECHNOLOGY LIMITED**	Issued by **MR. ANG KONG MENG**

Tan Hong Ean
Company Secretary

11 August 2026

Any enquiries relating to this Joint Announcement, the Delisting, the Exit Offer and/or the Warrants Proposal should be directed during office hours to ZICO Capital Pte. Ltd. at telephone number +65 6636 4201.

Forward-Looking Statements

All statements other than statements of historical facts included in this Joint Announcement are or may be forward-looking statements. Forward-looking statements include but are not limited to those using words such as "seek", "expect", "anticipate", "estimate", "believe", "intend", "project", "plan", "strategy", "forecast" and similar expressions or future or conditional verbs such as "will", "would", "should", "could", "may" and "might". These statements reflect the current expectations, beliefs, hopes, intentions or strategies of the party making the statements regarding the future and assumptions in light of currently available information. Such forward-looking statements are not guarantees of future performance or events and involve known and unknown risks and uncertainties. Accordingly, actual results may differ materially from those described in such forward-looking statements. Shareholders, Warrant Holders and investors of the Company should not place undue reliance on such forward-looking statements, and none *of the Company, the Directors, the Offeror or ZICO Capital Pte. Ltd. undertakes any obligation to update publicly or revise any forward-looking statements.*

Disclosure of Dealings

The associates (as defined under the Code, and which include all substantial shareholders) of the Company and the Offeror are hereby reminded to disclose their dealings in any securities of the Company in accordance with Rule 12 of the Code.