



TRITECH GROUP LIMITED

31 Changi South Avenue 2, Trittech Building, Singapore 486478
(Company Registration No.: 200809330R)

ANNOUNCEMENT ON THE CLAIM IN RELATION TO SALE AND PURCHASE AGREEMENT WITH LIM WEN HENG CONSTRUCTION PTE LTD – DEED OF SETTLEMENT

The Board of Directors (“**Board**”) of Trittech Group Limited (“**Company**”) refers to the Company’s announcement of 31 December 2022 titled “Announcement on the Claim in Relation to Sale and Purchase Agreement with Lim Wen Heng Construction Pte Ltd” (“**Announcement**”) relating to the legal action commenced in the General Division of the High Court of the Republic of Singapore (“**Claim**”) by the Company and its wholly owned subsidiary, ADAS Group Pte. Ltd. (“**ADAS**”, and together with the Company, “**Claimants**”) against Lim Wen Heng Construction Pte Ltd (“**LWH**”) and certain of its directors (collectively, “**Defendants**”) in December 2022 for certain declarations and damages to be assessed by the Court (“**Claim**”). The Company’s announcements dated 30 August 2023 (relating to its Annual Report FY2023) and 10 November 2023 (relating to its Unaudited Condensed Interim Financial Statements for the six months ended 30 September 2023) contained subsequent updates relating to the Claim.

Capitalised terms used in this announcement, unless otherwise defined herein, shall have the same meanings as ascribed to them in the Announcement.

Background

The Claim relates to a sale and purchase agreement dated 12 May 2019 (“**SPA**”) which the Claimants entered into with LWH for the sale of 100% of the total issued share capital of Presscrete Engineering Pte Ltd (“**Presscrete**”) (a former wholly-owned subsidiary of the Company). As further mentioned in the Announcement, LWH had also, amongst others, raised a counterclaim against the Claimants (“**Counterclaim**”) for approximately S\$21 million, alleging *inter alia* that certain costs budgeted to complete the Agreed Projects at the time the SPA was entered into, were inaccurate, false or untrue and that the Claimants are jointly and severally liable to indemnify LWH for this amount. The Counterclaim also raised additional counterclaims for two smaller amounts, S\$88,771.90 for a fine imposed on Presscrete for damage caused to an electricity cable, and S\$5,924,010.00 being the full payment of the balance Consideration, after taking into account the net profits and losses of the Agreed Projects as at 31 March 2022. The Claim and the Counterclaim (including the said two additional counterclaims) are the subject of HC/OC 438/2022 (“**OC 438**”).

Full and Final Settlement

The Board is pleased to announce that by way of a Deed of Settlement dated 15 January 2024 (“**Settlement Deed**”), the Claimants and the Defendants have come to a full and final settlement of the differences and claims between the parties in relation to OC 438, the SPA, and Presscrete, but without any admission of liability by the parties. In summary, the key terms of the Settlement Deed provide, *inter alia*, the following:

- a. The Company and ADAS agree to jointly and severally pay to LWH the total sum of S\$2.5 million (“**Settlement Amount**”);
- b. Any amounts due between Presscrete, LWH, and/or companies related / affiliated to LWH and the Company and its related / affiliated companies shall be waived¹ and no

¹ There is an approximate net amount of S\$0.53 million due from Presscrete, LWH, and/or companies related / affiliated to LWH to the Company and its related / affiliated companies.

- further payments which may arise out of or in relation to the SPA shall be due between the parties; and
- c. Each Party shall bear its own costs, expenses and disbursements incurred in connection with OC 438 and in the preparation and execution of the Settlement Deed.

The Board is of the view that entering into the Settlement Deed is in the best interest of the Company, and the Board is pleased that the parties have reached a full and final settlement.

The Company has already accounted for a potential sum payable under the SPA in the amount of S\$6,263,847 as a contingent consideration in its audited consolidated balance sheet as at 31 March 2023, as set out in its Annual Report FY2023.² In the Company's Annual Report FY2023, it was stated that "the fair valuation of Contingent Consideration of S\$6,263,847 (2022: S\$5,924,010) represents the best estimation of the sums that the Group³ may have to pay."⁴ With the entering into the Settlement Deed, there will be an approximate S\$3.3 million⁵ gain reflected in the Group's income statement and a corresponding increase in the Group's net assets.

Following execution of the Settlement Deed, steps will be taken to formally discontinue OC 438.

Shareholders are advised to read this announcement and any further announcements by the Company carefully. Shareholders should consult their stockbrokers, solicitors or other professional advisors if they have any doubts about the action they should take.

By Order of the Board

Dr Wang Xiaoning
Managing Director
15 January 2024

This announcement has been reviewed by the Company's Sponsor, UOB Kay Hian Private Limited (the "Sponsor").

This announcement 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 information, statements or opinions made or reports contained in this announcement.

The contact person for the Sponsor is Mr Lance Tan, Senior Vice President at 8 Anthony Road, #01-01, Singapore 229957, telephone (65) 6590 6881.

² Refer to the Company's Annual Report FY2023 (SGXNet announcement dated 30 August 2023) at page 101.

³ As stated in the Company's Annual Report FY2023 at page 4, "Group" refers to the Company, together with its subsidiaries.

⁴ Refer to the Company's Annual Report FY2023 at page 102.

⁵ This amount is derived from the difference between S\$6,263,847 and the Settlement Amount, with a further deduction of approximately S\$0.53 million, the latter being the approximate net amount due from Presscrete, LWH, and/or companies related / affiliated to LWH to the Company and its related / affiliated companies, which will fall within the waiver provision in clause (b) above and therefore no longer will be recoverable by the Company.