AUTAGCO LTD.
(Company Registration No. 200311348E)
(Incorporated in the Republic of Singapore)

SUPPLEMENTAL AGREEMENT IN RELATION TO THE PROPOSED ACQUISITION OF EDGE GREEN ENERGY SDN. BHD.

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*Unless otherwise specified, all capitalised terms shall have the same meaning ascribed to them in the announcement dated 30 July 2026 ("**Previous Announcement**").*

1. INTRODUCTION

1.1. The Board wishes to announce that the Company and the Vendor had, on 12 August 2026, entered into a supplemental agreement to the SPA ("**Supplemental Agreement**"). Further details of the Supplemental Agreement are set out on paragraph 2.

2. AMENDMENTS TO THE SPA

2.1. The Supplemental Agreement was entered into, to amend certain terms of the SPA. The amendments made under the Supplemental Agreement are described at paragraph 2.3 below.

2.2. Except to the extent amended by the provisions of the Supplemental Agreement, the terms and conditions of the SPA remain in full force and effect.

2.3. **Amendments pursuant to the Supplemental Agreement**

2.3.1. Clause 4.1 of the SPA has been varied to include an aggregate cap of S$1,000,000 for the Earn-Out Consideration, payable by the Target Company to the Vendor.

Pursuant thereto Section 2.3.3.1 of the Previous Announcement shall now be read as follows:

> 2.3.3.1 The Vendor shall be eligible to receive the additional consideration ("**Earn-Out Consideration**") <u>up to an aggregate cap of S$1,000,000 for the entire Earn-Out Period,</u> payable by the <u>Target Company</u> based on the Minimum NPAT Threshold being achieved by the Target Company in each of the 5 financial periods (the "**Earn-Out Period**") as follows:
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> (a) from 1 August 2026 to 31 July 2027;
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> (b) from 1 August 2027 to 31 July 2028;
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> (c) from 1 August 2028 to 31 July 2029;
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> (d) from 1 August 2029 to 31 July 2030; and
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> (e) from 1 August 2030 to 31 July 2031.
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> "**Minimum NPAT Threshold**" means S$250,000, being the minimum audited net profit after tax ("**NPAT**") of the Target Company in the relevant financial year under the Earn-Out Period.
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> For the avoidance of doubt:
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> *<u>(i)</u>* the financial periods listed above are stated on the basis of the Target Company's anticipated change of financial year to 31 July, following Completion, to align with the Group's financial year.

	(ii)	*the Earn-Out Consideration is capped in aggregate at S$1,000,000 for the entire Earn-Out Period. If the Vendor has received Earn-Out Consideration totalling S$1,000,000 before the expiry of the Earn-Out Period (for example, by 31 July 2029), the Vendor shall not be entitled to any further Earn-Out Consideration for the remainder of the Earn-Out Period.*

2.3.2. Clause 4.4 of the SPA has been varied to include a clarification on the calculation of the Earn-Out Consideration.

Pursuant thereto, Section 2.3.3.4 of the Previous Announcement shall now be read as follows:

2.3.3.4	For the avoidance of doubt, where the Minimum NPAT Threshold is not achieved in any financial year during the Earn-Out Period *(as per the illustration in Section 2.3.3.3 above)*, no Earn-Out Consideration shall accrue or be payable in respect of that financial period, and it shall lapse without any claim by the Vendor against the Company *and/or the Target Company* in respect thereof.

2.3.3. Clause 4.8 of the SPA has been varied to include a clarification to include the obligations on the Target Company.

Pursuant thereto, Section 2.3.3.8 of the Previous Announcement shall now be read as follows:

2.3.3.8	The Vendor may, within 10 business days after the delivery of the Relevant Accounts, request such other supporting documents, information and workings used in preparing the Earn-Out Statement as it may reasonably require, and the Company *and/or the Target Company* shall provide the same within 10 business days after the receipt of such request, provided that the Company *and/or the Target Company* shall not be obliged to provide any documents, information or workings which are not reasonably necessary for the purposes of verifying the NPAT set out in the Earn-Out Statement.

2.3.4. Clauses 4.9, 4.10, and 4.12 of the SPA have been varied to amend the reference to the Target Company.

Pursuant thereto, Sections 2.3.3.9, 2.3.3.10 and 2.3.3.12 of the Previous Announcement shall now be read as follows:

2.3.3.9	The Earn-Out Consideration shall be paid in cash by the *Target Company* to the Vendor within 60 days after the release of the Group's audited financial statements for the relevant financial year end under the Earn-Out Period, as the case may be.

2.3.3.10	Notwithstanding section 2.3.3.9, the *Target Company* shall be entitled to withhold payment of the entire Earn-Out Consideration for the relevant financial year until all accounts receivable of the Target Company outstanding as at the end of that financial year have been collected in full by the Target Company.

2.3.3.12	Where any Earn-Out Consideration paid to the Vendor was computed without regard to any Bad Debt, the Vendor shall repay the amount of such overpayment to the *Target Company* within 30 business days of written demand.

3. REVISED RELATIVE FIGURES OF THE PROPOSED ACQUISITION COMPUTED ON THE BASES UNDER RULE 1006 OF THE CATALIST RULES

As a result of the Supplemental Agreement and the capped Earn-Out Consideration, the revised relative figures of the Proposed Acquisition, computed on the bases set out under Rule 1006 of the Catalist Rules and based on the latest unaudited consolidated financial results of the Group for the 9 months ended 30 April 2026 ("**9M FY2026**") are as follows:

Rule 1006 of the Catalist Rules	Bases	Relative figure (%)
(a)	The net asset value of the assets to be disposed of, compared with the Group's net asset value	Not applicable(1)
(b)	The net profit attributable to the assets acquired, compared with the Group's net loss	(1.64)(2)
(c)	The aggregate value of the consideration given or received, compared with the Company's market capitalisation based on the total number of issued shares excluding treasury shares	23.20(3)
(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue	1.11%(4)
(e)	The aggregate volume or amount of proven and probable reserves to be disposed of, compared with the aggregate of the Group's proven and probable reserves	Not applicable(5)

Notes:

(1) Not applicable as the Proposed Acquisition does not relate to a disposal of assets.

(2) Computed based on the Group's loss before tax of approximately S$977,000 for 9M FY2026 and the Target Company's profit before tax of approximately RM50,000 (or equivalent to approximately S$16,000) for the 9 months ended 31 March 2026.

(3) Pursuant to Rule 1003(3) of the Catalist Rules, where the consideration is in the form of shares, the value of the consideration shall be determined by reference either to the market value of such shares or the net asset value ("**NAV**") represented by such shares, whichever is higher. As the Group was in a net liabilities position as at 31 July 2025, the NAV represented by the Consideration Shares is not applicable in this case. Accordingly, the value of consideration has been determined based on the higher of:

(a) S$1,603,500, being the sum of the Completion Consideration of S$603,500 and the Earn-Out Consideration of S$1,000,000 (being the capped amount for the entire Earn-Out Period); and

(b) S$1,552,500, being the sum of cash consideration of S$1,476,000 (including the cash portion of the Completion Consideration of S$476,000 and the Earn-Out Consideration of

S$1,000,000 (being the capped amount for the entire Earn-Out Period)) and the market value of the 25,500,000 Consideration Shares of approximately S$76,500 based on VWAP of S$0.003 on 27 July 2026, being the last full market day on which the Shares were traded prior to the Company's trading halt on 28 July 2026 and the date of the SPA.

Based on the above, for the purpose of Rule 1006(c) of the Catalist Rules, the value of the consideration used to compute the relative figure is S$1,603,500, being the higher of (a) and (b) above and the Company's market capitalisation of approximately S$6,911,000 which is determined by multiplying the VWAP of S$0.003 per Share on 27 July 2026, being the last full market day on which the Shares were traded prior to the Company's trading halt on 28 July 2026 and the date of the SPA, with the Company's total number of issued ordinary shares (excluding treasury shares) of 2,303,503,651 Shares.

(4) Based on the 25,500,000 Consideration Shares and the existing issued share capital of the Company (excluding treasury shares and subsidiary holdings) of 2,303,503,651 Shares.

(5) Not applicable as the Company and the Target Company are not a mineral, oil or gas company.

Rule 1007(1) of the Catalist Rules states, *inter alia*, that if any of the relative figures computed pursuant to Rule 1006 of the Catalist Rules involves a negative figure, Chapter 10 (specifically Practice Note 10A) of the Catalist Rules may still be applicable to the transaction in accordance with the applicable circumstances. As one of the figures used to compute the relative figure under Rule 1006(b) of the Catalist Rules is a negative figure, Rule 1007(1) read with Practice Note 10A of the Catalist Rules shall apply.

As (i) the absolute relative figure computed on the basis of Rule 1006(c) of the Catalist Rules exceeds 5% but does not exceed 75%; (ii) the absolute relative figure computed on the basis of Rule 1006(d) of the Catalist Rules does not exceed 5%; and (iii) the profit before tax attributable to the Target Company does not exceed 5% of the consolidated loss before tax of the Group (taking into account only the absolute value), the Proposed Acquisition falls within Paragraph 4.4(b) of Practice Note 10A of the Catalist Rules. Accordingly, the Proposed Acquisition constitutes a "discloseable transaction" and no shareholders' approval is required. Notwithstanding, the Proposed Acquisition will be conditional upon shareholders' approval for the issuance of the Consideration Shares and the Proposed Business Diversification (as defined below).

4. FINANCIAL EFFECTS OF THE PROPOSED ACQUISITION

There are no changes to the pro forma financial effects of the Proposed Acquisition on the NTL per Share and LPS arising from the Supplemental Agreement and the capped Earn-Out Consideration as the Company assumes no Earn-Out Consideration to be paid upon the immediate completion of the Proposed Acquisition.

5. FURTHER ANNOUNCEMENTS

The Company will make the appropriate announcements as and when there are material developments on the Proposed Acquisition.

6. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully, and to exercise caution in trading their Shares. The Proposed Acquisition is subject to certain conditions and there is no certainty or assurance as at the date of this announcement that the Proposed Acquisition will be completed, or that no changes will be made to the terms thereof. Accordingly, shareholders and potential investors are advised to read this announcement and any further announcements by the Company carefully, and exercise caution before making any decision in respect of their dealings in the Shares of the Company. Shareholders and potential investors should consult their stock brokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take.

7. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors of the Company 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 Acquisition, the Company and its subsidiaries, 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.

8. DOCUMENT AVAILABLE FOR INSPECTION

A copy of the Supplemental Agreement is available for inspection during normal business hours at 190 Middle Road, 12-08 Fortune Centre, Singapore 188979, for a period of 3 months from the date of this announcement.

BY ORDER OF THE BOARD

Soh Yeow Hwa
Executive Director and Interim Chief Executive Officer
12 August 2026

This announcement has been reviewed by the Company's sponsor, SAC Capital Private Limited (the "**Sponsor**").

This announcement 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 Lee Khai Yinn (Tel: (65) 6232 3210), at 1 Robinson Road, #21-01 AIA Tower, Singapore 048542.