DIGILIFE TECHNOLOGIES LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No. 199304568R)
(the "**Company**")

ENTRY INTO RESTATED LIMITED LIABILITY PARTNERSHIP AGREEMENT IN RESPECT OF MODI HEBEL INDIA LLP (FORMERLY KNOWN AS BRIMAX AAC PRODUCTS LLP)

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1. INTRODUCTION

1.1. The board of directors (the "**Board**" or "**Directors**") of Digilife Technologies Limited (the "**Company**", and together with its subsidiaries, the "**Group**") refers to the Company's previous announcements dated 1 October 2025 and 20 November 2025, and its circular dated 22 October 2025, in relation to the acquisition by the Company of 51% of the partnership interest in Modi Hebel India LLP (formerly known as Brimax AAC Products LLP) (the "**JV**"). As at the date of this announcement, the JV is a subsidiary of the Company by virtue of the Company's 51% partnership interest in the JV.

1.2. The Board wishes to announce that it has, on 1 August 2026, entered into a restated limited liability partnership agreement ("**Restated LLP Agreement**") in respect of the JV with Dr. Bhupendra Kumar Modi ("**Mr. Modi**"), as the incoming partner, and the outgoing partners of the JV, comprising the following individuals:

(a) Mr. Badrilal V Devasi (having PAN: AALPD8308H), s/o Mr. Vaghajibhai Devasi;

(b) Mr. Dineshbhai Devasi (having PAN: AKOPD6671Q), s/o Mr. Badrilal Devasi;

(c) Mr. Nikul Prabhulal Dholu (having PAN: ATFPD7620P), s/o Mr. Prabhulal Dholu;

(d) Mr. Bhavesh Prabhulal Dholu (having PAN: AHOPB8127G), s/o Mr. Prabhulal Mulji Dholu; and

(e) Mr. Prabhulal Murji Dholu (having PAN: ABYPD1130B), s/o Mr. Murji Kanji Dholu,

(collectively, the "**Outgoing Partners**")

1.3. As at the date of this announcement, Mr. Modi is a controlling shareholder of the Company, holding 8,022,652 shares, representing approximately 59.93% of the existing issued share capital of the Company (excluding treasury shares).

2. TRANSACTION

2.1. The transaction involves (i) the sale by the Outgoing Partners and the acquisition by Mr. Modi of a 49% partnership interest in the JV; and (ii) the entry into the Restated LLP Agreement to reflect, amongst other things, the admission of Mr. Modi as an incoming partner (the

"**Transaction**"). Pursuant to the previous limited liability partnership agreement of the JV (as amended) (the "**Previous LLP Agreement**"), the transfer of the partnership interest by the Outgoing Partners is subject to the prior written approval of the Company, and the Company has a right of pre-emption to acquire the Outgoing Partners' 49% partnership interest at a fair valuation as evaluated by auditors of the JV.

2.2. The Company has accepted the resignation of the Outgoing Partners and waived its pre-emption rights under the Previous LLP Agreement in connection with the Transaction. In determining to do so, the Board and the Audit Committee of the Company took into account, among other things, the Company's assessment of its existing investment in the JV, its current financial position in order to conserve its cash for business operations and upgradation of its plant, and its investment strategy. The Board also considered that the Company had no intention of exercising its pre-emption rights to acquire the 49% partnership interest held by the Outgoing Partners. Further details of the rationale are set out in paragraph 4 below.

2.3. Save for the Company's acceptance of the resignation of the Outgoing Partners and its waiver of its pre-emption rights under the Previous LLP Agreement, the Company was not party to, and had no involvement in negotiating or determining the terms of the sale of the 49% partnership interest by the Outgoing Partners to Mr. Modi.

2.4. The Restated LLP Agreement has been entered into to reflect the resignation of the Outgoing Partners, the admission of Mr. Modi as a partner of the JV following the Transaction, and to amend certain rights and obligations of the partners. The principal changes introduced under the Restated LLP Agreement include the following:

(a) **Change in partnership composition.** The Outgoing Partners have transferred their 49% partnership interest in the JV to Mr. Modi. Mr. Modi succeeds to the same capital contribution and profit-sharing ratio in the JV previously held collectively by the Outgoing Partners. No new capital has been contributed to the JV in connection with the Transaction, and the Company's 51% partnership interest in the JV remains unchanged.

(b) **Management and governance.** The previous fixed allocation of designated partner nomination rights has been replaced with a general provision that designated partners shall be nominated as agreed between the partners, provided that the Company shall be entitled to nominate a majority of the designated partners. Accordingly, the Company will continue to retain majority representation on the management committee of the JV.

(c) **Removal of provisions specific to the Outgoing Partners.** Various provisions that were specific to the continued participation of the Outgoing Partners, including the family representative mechanism, restrictions on withdrawals, capital commitment limitations, transfer restrictions and the Company's pre-emption rights over the Outgoing Partners' partnership interests, have been removed. Unlike the Previous LLP Agreement, the Restated LLP Agreement does not impose any restriction on Mr. Modi's ability to transfer or assign his partnership interest, nor does it grant the Company any corresponding consent or pre-emption rights in respect of such transfer.

(d) **Financing and approval framework.** The provisions governing the JV's borrowing arrangements, including the financing framework and interest rate cap previously applicable to loans arranged by the Company, have been amended.

(e) **Appointment of key management.** The previous provision entitling the Company to nominate candidates for appointment as the Chief Executive Officer and Chief Financial Officer of the JV has been removed.

(f) **Non-compete and security arrangements.** The non-compete and non-solicitation covenants continue to apply only to the Outgoing Partners. Mr. Modi is not subject to any equivalent non-compete or non-solicitation obligation under the Restated LLP Agreement.

3. **INTERESTED PERSON TRANSACTION UNDER CHAPTER 9 OF THE CATALIST RULES**

3.1. Transactions entered into between an issuer's "interested person" and the issuer, its subsidiaries or associated companies (which the listed group or its interested persons have control over) are deemed "interested person transactions" ("**IPT**") and subject to Chapter 9 of the Catalist Rules. Pursuant to Rule 904(4) of the Catalist Rules, a director, chief executive officer, or controlling shareholder of the issuer, and the associates of such director, chief executive officer, or controlling shareholder of the issuer are deemed "interested persons" of the issuer. Accordingly, Mr. Modi, a controlling shareholder of the Company, is deemed to be an interested person of the Company.

3.2. Rule 916(2) of the Catalist Rules provides that an investment in a joint venture between an issuer and an interested person is not required to comply with the requirement to obtain shareholders' approval under Rule 906 of the Catalist Rules if:

(a) the risks and rewards are in proportion to the equity of each joint venture partner;

(b) the issuer confirms by an announcement that its audit committee is of the view that the risks and rewards of the joint venture are in proportion to the equity of each joint venture partner and the terms of the joint venture are not prejudicial to the interests of the issuer and its minority shareholders; and

(c) the interested person does not have an existing equity interest in the joint venture prior to the participation of the entity at risk in the joint venture.

The acquisition by the Company of its 51% partnership interest in the JV in 2025 did not constitute an IPT. As stated in paragraphs 2.3 and 2.4(a) above, the Company had no involvement in negotiating or determining the terms of the sale of the 49% partnership interest by the Outgoing Partners to Mr. Modi, and no new capital has been contributed to the JV in connection with the Transaction. Accordingly, the Company does not consider that there is any amount at risk to the Company in respect of the Transaction.

In any event, pursuant to Rule 916(2)(b) of the Catalist Rules, the Audit Committee, having considered the terms and conditions of the Transaction and the Restated LLP Agreement, is of the view that (i) the risks and rewards of the JV and the Restated LLP Agreement are in proportion to the partnership interest of each of the Company and Mr. Modi; and (ii) the terms of the Transaction and Restated LLP Agreement are not prejudicial to the interests of the Company and its minority shareholders.

Mr. Modi did not have any interest in the JV prior to the Transaction. To the best of the Company's knowledge, none of the Outgoing Partners is an associate of Mr. Modi, and there is no business, family or other relationship between Mr. Modi and any of the Outgoing Partners.

As the Transaction meets the requirements of Rule 916(2) of the Catalist Rules, approval by the shareholders is not required for the Transaction and entry by the Company into the Restated LLP Agreement.

Save as disclosed above, there are no other disclosable interested person transactions entered into between the Company and Mr. Modi.

4. RATIONALE

The Board took into account, among other things, that the admission of Mr. Modi as the incoming 49% partner will facilitate the continued operations of the JV following the transfer of the Outgoing Partners' partnership interest, while preserving the Company's existing 51% partnership interest, profit-sharing entitlement and majority representation on the management committee of the JV. The Board also considered Mr. Modi's experience in and strategic alignment with the business of the JV, which is expected to support the continued growth and operations of the JV. In addition, the Transaction does not require any further capital contribution or financial commitment from the Company. In agreeing to waive the Company's pre-emption rights under the Previous LLP Agreement, the Board further took into account the Company's assessment of its existing investment in the JV, its current financial position and investment strategy, and the fact that the Company did not intend to exercise its pre-emption rights to acquire the 49% partnership interest held by the Outgoing Partners. Having considered the foregoing, the Board is of the opinion that the Transaction and the Restated LLP Agreement are in the interests of the Company and its shareholders.

5. INTERESTS OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed, none of the Directors or substantial shareholders of the Company or their respective associates have any interests, direct or indirect, in the Transaction other than in their capacity as Directors or shareholders.

6. 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 matters stated herein, and 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.

7. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to exercise caution when dealing in the Company's securities. Shareholders are advised to read this announcement, and any further announcements by the Company carefully. Persons in doubt as to the action they should take should consult their stockbrokers, bank managers, solicitors or other professional advisers.

BY ORDER OF THE BOARD
DIGILIFE TECHNOLOGIES LIMITED

Chada Anitha Reddy
Non-Executive Director and Chairperson
1 August 2026

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*This announcement has been reviewed by the Company's sponsor, PrimePartners Corporate Finance Pte. Ltd. (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.*

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