

CAPALLIANZ HOLDINGS LIMITED
(Incorporated in the Republic of Singapore)
(Company Registration No. 199905693M)

ENTRY INTO A NON-BINDING MEMORANDUM OF UNDERSTANDING

The board of directors (the “**Board**” or the “**Directors**”) of CapAllianz Holdings Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that the Company had on 3 May 2024, entered into a non-binding memorandum of understanding (the “**MOU**”) with Shenzhen Shoutou Industrial Co., Ltd. (“**SSI**”, together with the Company, shall individually be known as a “**Party**” and collectively, the “**Parties**”) for the provision of services in relation to an artificial intelligence business collaboration (“**Proposed Transaction**”).

1. INFORMATION ON SSI

SSI, a company incorporated in the People's Republic of China in 2017, provides computer system technology services, enterprise management consulting and enterprise marketing planning as its core business. SSI focuses on utilising its extensive sales channels and resource advantages in China to enable its clients to better understand industry trends and consumer needs for their business objectives.

2. SALIENT TERMS OF THE MOU

Pursuant to the MOU, the Company shall:

- (a) provide SSI with system development and operation services, including technology development, system operation and maintenance, project consulting, so as to form SSI's full-case consulting service capability in the field of artificial intelligence business;
- (b) set up a full-time technical and operation and maintenance team for SSI, and provide SSI with platform development, construction, maintenance, upgrading and corresponding incubation and operation services in phases;
- (c) deploy models, system functions and technologies including P-Prompttuning, fine-tuning, model merging, domain migration according to SSI's business needs;
- (d) provide private deployment and model customization services for SSI's customers according to SSI's business needs;
- (e) provide SSI with systematic full-case consulting and landing counselling services according to SSI's needs, including but not limited to commercial top-level construction, model design, strategic planning, brand marketing, project roadshow, channel construction;
- (f) manage the project in the preliminary preparation stage, conduct market research and development trend analysis, system architecture planning, product positioning of the basic operational work, and cooperate with SSI to complete the corresponding work arrangements;
- (g) be granted by SSI a limited, royalty-free, non-transferable, non-exclusive right to use (i) SSI's trademarks, trade names, service marks and domain names; (ii) any visual display of such trademarks, trade names, service marks and domain names, including corporate logos, designs, symbols, word marks, images, colours and colour schemes, trade dress

and features; (iii) any other publicity rights or proprietary marks owned or used by SSI or its affiliates; and (iv) any other indicia of publicity rights or proprietary rights owned or used by SSI or its affiliates; and

- (h) ensure that the Company's services do not contain any content or links to content that violates the relevant laws and regulations of Singapore, international treaties recognized or acceded to by Singapore, public order and morals, as well as other legitimate rights and interests.

The MOU, with the exception of the confidentiality clause which shall remain in force after termination of the MOU, serves only as a basis for further discussion between the Parties and do not constitute actual legal binding on the Parties. As agreed by the Parties and as stated in the MOU, SSI shall pay to the Company such fees to be determined in a formal agreement to be signed in due course. The signing of the formal agreement is based on the premise that the Parties have finalised negotiations and agreed on the terms of the formal agreement. For the avoidance of doubt, the Company shall not be obliged to provide the agreed services to SSI before the Company receives the agreed fees from SSI on time and in full.

The terms of the MOU shall be effected from the date of signing of the MOU until 30 April 2025, and shall be terminated by mutual written consent or by a failure of either Party to rectify a material breach of the MOU within 30 days after receiving written notice of such breach from the defaulting Party.

The Company will make further announcements on the Proposed Transaction, in compliance with the Singapore Exchange Securities Trading Limited Listing Manual Section B: Rules of Catalyst, in the event that there are material developments in relation to the Proposed Transaction.

3. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

None of the Directors or controlling shareholders of the Company and their respective associates has any interest, direct or indirect, in SSI and/or the Proposed Transaction (other than through their respective shareholdings and/or directorships in the Company as the case may be).

By order of the Board

Liu Qiang
Executive Director and Chief Executive Officer
3 May 2024

This announcement has been prepared by CapAllianz Holdings Limited (the "Company") and its contents have been reviewed by the Company's sponsor (the "Sponsor"), ZICO Capital Pte. Ltd., in accordance with Rule 226(2)(b) of the Singapore Exchange Securities Trading Limited (the "SGX-ST") Listing Manual Section B: Rules of Catalyst.

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 statements or opinions made or reports contained in this announcement.

The contact person for the Sponsor is Ms Goh Mei Xian, Director, ZICO Capital Pte. Ltd. at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896, telephone (65) 6636 4201.