



MEDI LIFESTYLE LIMITED

(Company Registration Number 201117734D)
(Incorporated in the Republic of Singapore on 26 July 2011)

ENTRY INTO LOAN AGREEMENT WITH A CONTROLLING SHAREHOLDER

1. INTRODUCTION

The Board of Directors (the "**Board**" or "**Directors**") of Medi Lifestyle Limited (the "**Company**", and together with its subsidiaries, the "**Group**") wishes to announce that the Company has on 18 May 2026, entered into a loan agreement ("**Loan Agreement**") with Mr. Chua Yi Hang ("**Mr. Chua**") pursuant to which Mr. Chua has agreed to provide the Company with an aggregate non-interest bearing loan of up to S\$480,000 ("**Loan**"), comprising an amount of S\$200,000 previously advanced on 31 March 2026 (the "**Advance**") and a balance sum of S\$280,000 to be disbursed within three (3) business days from the date of the Loan Agreement, subject to the terms and conditions of the Loan Agreement. The payment obligations under the Loan Agreement ranks at least *pari passu* with claims of all other unsecured and unsubordinated creditors. The Agreement also formalises the extension of the Advance as part of the Loan.

In the announcement dated 19 March 2026, the Company announced the assignment and transfer to Mr. Chua the non-interest bearing loan amount of approximately S\$1,300,000 owing by the Company to Lingholm Holdings Pte Ltd ("**LHPL**"), including, *inter alia*, S\$200,000 in annual general meeting and other expenses ("**General Expenses**") which was to be borne by LHPL. At end March 2026, on behalf of LHPL, Mr Chua advanced S\$200,000 ("**Advance**") to the Company. As at the date of this announcement, Mr. Chua has advanced an additional S\$280,000 ("**Second Advance**") to the Company. The Advance and Second Advance in aggregate totalling S\$480,000 forms the principal loan amount of the Loan Agreement.

2. INFORMATION ON MR. CHUA

Mr. Chua is a private investor and is a general manager of a shipyard. As at the date of this announcement, Mr. Chua holds 94,769,564 shares in the capital of the Company ("**Shares**") representing approximately 25.06% of the issued share capital of the Company. Mr. Chua is a controlling shareholder of the Company.

3. SALIENT TERMS OF THE LOAN AGREEMENT

- 3.1. The Loan is interest-free and repayable within 12 months from the date of disbursement (the "**Term**") or at such other time as may be mutually agreed.
- 3.2. The Company may prepay all or any part of the Loan if it gives Mr. Chua notice within the period stipulated within the Agreement. On the date of prepayment and in addition to the amount to be prepaid, the Company shall pay Mr. Chua a prepayment fee of 1.0% of the amount prepaid. For the avoidance of doubt, the Company may not reborrow any part of the Loan which is repaid or prepaid.
- 3.3. During the Term (or such other period as may be mutually agreed in writing by the Company and Mr. Chua), the Company acknowledges that Mr. Chua shall have the right and option to make changes to the Board (including any nominations, appointments and/or resignations) (the "**Board Changes**") and the Company covenants that it shall procure for all Board Changes to be effected as requested by Mr. Chua, provided that such Board Changes shall always be in compliance with the relevant laws and regulations (including the Listing Manual Section B: Rules of Catalist of the Singapore Exchange Securities Trading Limited ("**Catalist Rules**") and the Code of Corporate Governance 2018 of Singapore).

4. USE OF PROCEEDS FROM THE LOAN

The proceeds of the Advance will be used for statutory, payroll and administrative expenses. The 85% of the proceeds of the Second Advance will be used for general working capital to meet ongoing operating expenses, and 15% will be used for corporate exercise.

5. RATIONALE FOR THE LOAN

The Loan would allow the Group to have sufficient cash resources to complete certain corporate exercises that are underway.

6. LOAN AS AN INTERESTED PERSON TRANSACTION

As Mr. Chua is a controlling shareholder of the Company, the entry into Loan Agreement constitutes an interested person as defined under Chapter 9 of the Catalist Rules, Mr. Chua is the single largest shareholder of the Company, holding approximately 25.06% of the of the issued share capital of the Company. Pursuant to Rule 909(3) of the Catalist Rules, in the case of borrowing of funds from an interested person, the value of the transaction is the interest payable on the borrowing. As the Loan is interest-free, there is no amount at risk to the Group.

Save for the Assigned Debt announced by the Company on 19 March 2026, there are no other interested person transactions (excluding transactions less than S\$100,000) entered into by the Group with Mr. Chua or other interested persons (for the current financial year ending 31 December 2026) as at the date of this announcement.

7. STATEMENT OF THE AUDIT COMMITTEE

The Audit Committee of the Company, having considered the terms of and the rationale for the Loan, are of the opinion that the transaction was conducted on an arm's length basis and on normal commercial terms, and is not prejudicial to the interests of the Company and its minority shareholders. In arriving at this view, the Audit Committee of the Company has taken into consideration, among others, accessibility to bank loans by the Group and interest rates of unsecured private loans in the market.

8. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

Save as disclosed in this announcement, in particular for the interest of Mr. Chua as lender and controlling shareholder of the Company, none of the Directors or controlling shareholders of the Company or their respective associates have any direct or indirect interest in the Loan.

9. 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 Loan Agreement, 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.

BY ORDER OF THE BOARD

Herry Pudjianto
Chief Executive Officer
20 May 2026

MEDIA CONTACT

For media queries, please contact:

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*This announcement has been reviewed by the Company's sponsor, SAC Capital Private Limited ("**Sponsor**"). This announcement has not been examined or approved by the Singapore Exchange Securities Trading Limited ("**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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