USP GROUP LIMITED
(Under Judicial Management)
(Incorporated in Singapore)
(Company Registration Number: 200409104W)

ENTRY INTO CONDITIONAL LOAN FACILITY AGREEMENT

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1. The Company has on 19 September 2025 entered into a conditional loan facility agreement ("**Agreement**") with Ascendro Group Limited ("**Lender**"), a Cayman Islands entity which is wholly owned by Maio Dangi ("**Lender Shareholder**").

2. The Lender Shareholder is an investor with business interests in business repositioning, market re-entry, and regional expansion. To the best knowledge of the Company and its judicial managers ("**Judicial Managers**"), neither the Lender nor Lender Shareholder is in any way, directly or indirectly, related to any director or substantial shareholder of the Company.

3. The salient points of the Agreement are as follow:

   (a) The Lender will make available a non-interest bearing sum of up to S$3 million ("**Loan**") to the Company for drawdowns for a period of 12 months after the date of the Agreement (or for such other period as may be mutually agreed).

   (b) Up to S$1 million shall be used to pay for professional fees and expenses in connection with restructuring purposes of the Company and its subsidiaries ("**Group**), including all work leading to implementation of a scheme of arrangement to be proposed between the Company and its creditors ("**Creditors**") under Part 7 of the Companies Act 1967 or Part 5 of the Insolvency, Restructuring and Dissolution Act ("**IRDA**") ("**Creditors' Scheme**").

   Up to S$2 million shall be used to discharge in full the outstanding debts of all Creditors under the Creditors' Scheme.

   (c) S$0.5 million of the Loan is to be disbursed into the designated trust account of the Judicial Managers within 5 business days of the date of Agreement, with the balance S$2.5 million to be disbursed upon Creditors' approval to the statement of proposal in connection with the Creditors' Scheme ("**Statement of Proposal**") being obtained.

   (d) The Loan shall be fully repaid by way of automatic capitalisation into new ordinary shares of the Company ("**Shares**"), credited as fully paid-up, free from any and all encumbrances and ranking *pari passu* with all existing Shares, upon satisfaction of certain conditions ("**Capitalisation**").

   These new Shares shall comprise 75% of the total issued share capital of the Company immediately following such issuance ("**Conversion Shares**").

   The Capitalisation is subject to the following conditions being satisfied:

   (i) the Company having obtained necessary approvals from Creditors for the Statement of Proposal;

   (ii) the Company having obtained or received or procured that all necessary approvals, authorisations, clearances, consents and waivers are obtained or received including but not limited to:

(1) the approval of shareholders at the extraordinary general meeting ("**EGM**") to be convened for the Capitalisation; and

(2) approval for the listing of and quotation for the Conversion Shares on the Mainboard of the Singapore Exchange Securities Trading Limited ("**SGX-ST**");

(iii) the Lender having obtained a waiver from the Securities Industry Council ("**SIC**") from the requirement to make a mandatory offer requirement under the Singapore Code on Take-overs and Mergers, and such waiver having been approved by shareholders at the aforesaid EGM;

(iv) the receipt of all necessary approvals from SGX-ST for the issuance of the Conversion Shares and the resumption of trading of the Shares on SGX-ST;

(v) the representations and warranties of each party being true, accurate and not misleading in all material aspects, with reference to the then existing circumstances and such party having performed in all material respects all of its obligations under the Agreement which are required to be performed; and

(vi) the successful completion and effectiveness of the Creditors' Scheme pursuant to IRDA in respect of the Company, sanctioned by the High Court of Singapore.

(e) The Company shall, subject always to compliance with laws and regulations, allow the Lender and its representatives reasonable access to the premises, books, documents, correspondence and records of the Group and shall procure that the directors and employees of the Group provide to the Lender and its representatives as soon as reasonably practicable all such information and explanations as they may reasonably request.

(f) The Company shall, after sanction of the Creditors' Scheme, subject to compliance with laws and regulations, facilitate the appointment of two (2) new directors nominated by the Lender and the resignation, if any, of its existing directors.

(g) The Lender may at any time, prior to any drawdown or as long as the Loan remains outstanding, terminate the Agreement:

(i) if there shall come to the notice of the Lender of any material breach of, or any event rendering untrue or incorrect, any of the Company's warranties or any failure by the Company to perform any of its undertakings in any material respect under the Agreement or any material breach by the Company of the terms of the Agreement, and such breach, non-compliance or failure to perform is not rectified to the reasonable satisfaction of the Lender within ten (10) business days of written notice from the Lender of such breach, non-compliance or failure to perform;

(ii) if the Shares are delisted from the Mainboard of the SGX-ST; or

(iii) if any court of competent jurisdiction or regulatory authority (including the SGX-ST and/or the SIC) has issued an order, decree, ruling, direction or taken any other action permanently enjoining, restraining or otherwise prohibiting the implementation of the Creditors' Scheme, the Capitalisation or any transaction contemplated under the Agreement, or has refused to do anything necessary to permit the implementation of the Creditors' Scheme, the Capitalisation or any transaction contemplated under the Agreement, and such order, decree, ruling, other action or refusal shall have become final and non-appealable.

(h) The Company may in turn, at any time, prior to any drawdown or as long as the Loan remains outstanding, terminate the Agreement:

(i) if there shall come to the notice of the Company of any material breach of, or any event rendering untrue or incorrect, any of the Lender's warranties or any failure by any of the Lender to perform any of its undertakings in any material respect under the Agreement, and such breach, non-compliance or failure to perform is not rectified to the reasonable satisfaction of the Company within ten (10) business days of written notice from the Company of such breach, non-compliance or failure to perform;

(ii) the Shares are delisted from the Mainboard of the SGX-ST; or

(iii) if any court of competent jurisdiction or regulatory authority (including the SGX-ST and/or the SIC) has issued an order, decree, ruling, direction or taken any other action permanently enjoining, restraining or otherwise prohibiting the implementation of the Creditors' Scheme, the Capitalisation or any transaction contemplated under the Agreement, or has refused to do anything necessary to permit the implementation of the Creditor's Scheme, the Capitalisation or any transaction contemplated under the Agreement, and such order, decree, ruling, other action or refusal shall have become final and non-appealable.

(i) Upon any aforesaid termination:

(i) the Agreement (other than surviving provisions) shall terminate;

(ii) the Loan, to the extent disbursed, may, by notice in writing given to the Company by the Lender, be declared immediately due and payable; and

(iii) each party shall cease to have any further rights or obligations under the Agreement (other than the Company's obligation to repay the Loan).

4. The Company will release further announcements as and when there are material developments in relation to the above.

5. The trading suspension that came into effect on 23 February 2024 in respect of the securities of the Company continues in the meantime.

BY ORDER OF THE JUDICIAL MANAGERS

Tan Wei Cheong
Joint and Several Judicial Manager
20 September 2025