



SDAI LIMITED

(Company Registration No. 201107179D)
(Incorporated in Republic of Singapore on 25 March 2011)

ENTRY INTO REDEEMABLE LOAN AGREEMENTS

1. ENTRY INTO REDEEMABLE LOAN AGREEMENTS

The board of directors (the “**Board**” or “**Directors**”) of SDAI Limited (the “**Company**”, and together with its subsidiaries, the “**Group**”) wishes to announce that the Company has, on 6 August 2025, entered into four (4) separate redeemable loan agreements (collectively, the “**Redeemable Loan Agreements**”, and each a “**Redeemable Loan Agreement**”) with (a) Mr Tan Kooi Jin (“**TKJ**”), (b) Mr Chiang Siew Kay (“**CSK**”), (c) Mr Pok Soy Yoong (“**PSY**”) and (d) Mr Tan Wai Boon (“**TWB**”) (collectively, the “**Lenders**”, and each a “**Lender**”).

Pursuant to the Redeemable Loan Agreements, the Lenders have agreed to extend to the Company interest-bearing loans (collectively, the “**Loans**”, and each a “**Loan**”), in an aggregate principal amount of S\$1,000,000, subject to the terms and conditions of the Redeemable Loan Agreements.

2. SALIENT TERMS OF THE REDEEMABLE LOAN AGREEMENTS

The salient terms of the Redeemable Loan Agreements are as follows:

Loan amounts and disbursement	The respective loan amount extended by each of the Lenders is as follows:											
	<table><tr><th>Lender</th><th>Loan amount</th></tr><tr><td>TKJ</td><td>S\$600,000</td></tr><tr><td>CSK</td><td>S\$200,000</td></tr><tr><td>PSY</td><td>S\$100,000</td></tr><tr><td>TWB</td><td>S\$100,000</td></tr><tr><td>Total</td><td>S\$1,000,000</td></tr></table>	Lender	Loan amount	TKJ	S\$600,000	CSK	S\$200,000	PSY	S\$100,000	TWB	S\$100,000	Total
Lender	Loan amount											
TKJ	S\$600,000											
CSK	S\$200,000											
PSY	S\$100,000											
TWB	S\$100,000											
Total	S\$1,000,000											
	The Loan from TKJ shall be drawn down in two (2) tranches as follows:											
	(a) 50 per cent of the Loan by the end of August 2025; and											

	<p>(b) the remaining 50 per cent of the Loan by the end of September 2025.</p> <p>The Loan from CSK shall be drawn down in two (2) tranches as follows:</p> <p>(a) 50 per cent of the Loan by 15 August 2025; and</p> <p>(b) the remaining 50 per cent of the Loan by the end of August 2025.</p> <p>The Loans from PSY and TWB shall each be drawn down in one (1) tranche within five (5) working days from the date of the respective Redeemable Loan Agreement.</p>
Term	<p>The term of each of the Loans shall commence on the date of the respective Redeemable Loan Agreement to 30 June 2026 ("Term").</p>
Repayment	<p>Each of the Loans and the interest thereon shall be payable by the Company to the respective Lender in one lump sum upon the expiry of the Term or upon the repayment of each respective Loan (whichever is the earlier).</p> <p>The Company shall be entitled to (at its sole and absolute discretion) repay each of the Loans and interest thereon in full at any time prior to the expiry of the Term upon giving at least seven (7) days' notice to the respective Lender prior to the repayment of the respective Loan.</p>
Interest	<p>Each of the Loans shall bear simple interest at the rate of 8 per cent per annum on the principal amount of the respective Loans for the entire duration of the Term. The interest on the principal amount shall accrue on a daily basis and shall be calculated based on the actual number of days elapsed on a year comprising 365 days. All interest accrued on the principal amount shall be payable by the Company to the respective Lenders.</p>
Purpose of the Loans	<p>The Loans shall be used by the Company for general working capital purposes and to discharge the current liabilities of the Company including, <i>inter alia</i>, the settlement of the final outstanding fees for the special audit of the Company which are due to the special auditor and its legal advisor by the Company (the "Settlement").</p>
Placement option	<p>At the request of either party to the Redeemable Loan Agreement ("Requesting Party"), the other party may choose to enter into a subscription agreement ("Subscription Agreement") with the Requesting Party to provide for the</p>

	<p>subscription of new shares in the capital of the Company ("Shares"), on the following terms:</p> <p>(i) the principal amount owing to the Lender by the Company under the Redeemable Loan Agreement (being the Loan) shall be applied towards settlement of the subscription consideration for such subscription of new Shares at a subscription price to be determined; and</p> <p>(ii) the usual and customary terms, on an arm's length basis, for transactions of a similar nature, including the listing of, and quotation for, the new Shares to be issued pursuant to the Subscription Agreement and such other approval, clearance or waiver from the Catalist board of the Singapore Exchange Securities Trading Limited ("SGX-ST") under the SGX-ST Listing Manual Section B: Rules of Catalist.</p>
Event of Default	<p>Upon the occurrence of the Company making a general assignment for the benefit of creditors or consent to the appointment of a receiver, liquidator, custodian, or similar official of all or substantially all of its properties (including all assets, investments and other properties, whether real or otherwise), or any such official is placed in control of such properties ("Event of Default"), and where such Event of Default is capable of remedy and has not been remedied for thirty (30) days after the occurrence of such Event of Default, the Lender may at its discretion request in writing to the Company to repay the Loan, and the Company shall make such repayment of all outstanding amounts under the Redeemable Loan Agreement within thirty (30) days after receipt of such written request.</p>

Each of the Redeemable Loan Agreements are separate and not inter-conditional upon any of the other Redeemable Loan Agreements.

3. INFORMATION ON THE LENDERS

Shareholders should note that information relating to the Lenders in this paragraph and elsewhere in this announcement have been provided by the Lenders. The Company and the Directors have not independently verified the accuracy and correctness of such information herein.

Details of the Lenders are as follows:

Name of Lenders	Background of the Lenders
TKJ	TKJ is a private investor.

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	<p>Save for TKJ being a minority shareholder in OOWAY Technology Pte. Ltd., an associate company of the Group, and being an acquaintance of Mdm Hao Dongting (the Executive Chairperson of the Company), to the best of the knowledge of the Directors, TKJ does not have any other connection (including business relationship) with the Group, the Company, its Directors and substantial shareholders of the Company ("Substantial Shareholders") or any of their respective associates.</p>
CSK	<p>CSK is an existing shareholder of the Company holding 5,521,000 Shares, or 1.30% of the Company's existing issued and paid-up capital.</p> <p>Save for his existing shareholding (direct) in the Company and being an acquaintance of Mdm Hao Dongting, to the best of the knowledge of the Directors, CSK does not have any other connection (including business relationship) with the Group, the Company, its Directors and Substantial Shareholders or any of their respective associates.</p>
PSY	<p>PSY is an existing shareholder of the Company holding 300,000 Shares, or 0.07% of the Company's existing issued and paid-up capital. PSY further holds a deemed interest of 300,000 Shares, or 0.07% of the Company's existing issued and paid-up capital held in a nominee account under BNP Paribas Nominees Pte. Ltd..</p> <p>Save for his existing shareholding (direct and deemed) in the Company and being an acquaintance of Mdm Hao Dongting, to the best of the knowledge of the Directors, PSY does not have any other connection (including business relationship) with the Group, the Company, its Directors and Substantial Shareholders or any of their respective associates.</p>
TWB	<p>TWB has a deemed interest of 445,000 Shares, or 0.10% of the Company's existing issued and paid-up capital held in a nominee account under DBS Nominees Pte. Ltd..</p> <p>Save for his existing shareholding (deemed) in the Company and being an acquaintance of Mdm Hao Dongting, to the best of the knowledge of the Directors, TWB does not have any other connection (including business relationship) with the Group, the Company, its Directors and Substantial Shareholders or any of their respective associates.</p>

Each of the Lenders have also confirmed that save as disclosed in this announcement, they are not acting in concert with any other person or company, and have not entered into any agreement, arrangement or understanding (whether oral or in writing) with any person or

company to act as parties in concert in relation to the Shares, within the definition of the Singapore Code on Take-overs and Mergers.

There is no introducer fee, arranger fee or other commission payable to any party in connection with the Redeemable Loan Agreements. There is no introducer in connection with the Redeemable Loan Agreements as the Lenders are known to the Company, details as set out above.

4. RATIONALE FOR THE LOANS

The Board refers to the Company's announcements dated 10 June 2025, 20 June 2025, 9 July 2025 and 21 July 2025 in relation to the updates provided by the Company on the special audit of the Company and the fundraising activity intended to satisfy the Settlement.

For purpose of satisfying the Settlement and taking into consideration the current weak financial position of the Company, the Company has entered into the Redeemable Loan Agreements. The Loans shall be used by the Company for general working capital purposes and to discharge the current liabilities of the Company including, *inter alia*, the Settlement.

5. 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 the Loans and/or the Redeemable Loan Agreements (other than through their respective shareholdings, if any and/or their directorships in the Company, if applicable).

The Company will make further announcement(s) in relation to the Redeemable Loan Agreements, as and when appropriate.

Notwithstanding that the Shares in the Company have been suspended from trading on the SGX-ST since 12 July 2021, shareholders and potential investors of the Company are advised to read this announcement and any further announcements by the Company carefully. Shareholders and potential investors of the Company are advised to refrain from taking any action in respect of their securities in the Company which may be prejudicial to their interests and to exercise caution when dealing in the securities of the Company. In the event of any doubt, shareholders and potential investors of the Company should consult their stockbrokers, bank managers, solicitors, accountants or other professional advisers.

By Order of the Board of
SDAI Limited

Mdm Hao Dongting
Executive Chairperson
6 August 2025

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 Yang Zhenni, ZICO Capital Pte. Ltd. at 77 Robinson Road, #06-03 Robinson 77, Singapore 068896, telephone: (65) 6636 4201.