



SDAI LIMITED

(formerly known as Kitchen Culture Holdings Ltd.)
(Company Registration No. 201107179D)
(Incorporated in Republic of Singapore on 25 March 2011)

ENTRY INTO A REDEEMABLE LOAN AGREEMENT BY THE COMPANY AS AN INTERESTED PERSON TRANSACTION

1. ENTRY INTO REDEEMABLE LOAN AGREEMENT

The board of directors (the “**Board**”) of SDAI Limited (the “**Company**”) wishes to announce that the Company had on 27 March 2024 entered into a redeemable loan agreement (“**Loan Agreement**”) with Mdm Hao Dongting (“**Mdm Hao**” or the “**Lender**”), pursuant to which Mdm Hao has agreed to provide the Company with an interest-free loan of S\$4,000,000 (“**Loan**”) subject to the terms and conditions of the Loan Agreement.

2. INFORMATION ON THE LENDER

Mdm Hao is the Executive Chairperson of the Company, and a deemed controlling shareholder of the Company by way of her 100% shareholding in OOWAY Holding Ltd. (Company Number: 2030549), a company incorporated in the British Virgin Islands.

As at the date of this announcement, OOWAY Holding Ltd. holds 70.01% shareholding in OOWAY Group Ltd. (Company Number: 2033741), a company incorporated in the British Virgin Islands. In turn, OOWAY Group Ltd. holds 21.19% of the total shareholding in the Company.

Under Section 7 of the Companies Act 1967 of Singapore and Section 4 of the Securities and Futures Act 2001 of Singapore, OOWAY Holding Ltd. is deemed to be interested in all the ordinary shares in the capital of the Company held by OOWAY Group Ltd. As Mdm Hao holds 100% shareholding in OOWAY Holding Ltd., Mdm Hao is therefore also deemed to be interested in all the shares in the capital of the Company held by OOWAY Group Ltd and accordingly, Mdm Hao is a deemed controlling shareholder of the Company.

Accordingly, Mdm Hao is considered an “interested person” under Chapter 9 of the Singapore Exchange Securities Trading Limited Listing Manual Section B: Rules of Catalyst (“**Catalist Rules**”) and the entry into the Loan Agreement between the Company and Mdm Hao constitutes as an “interested person transaction” under Chapter 9 of the Catalyst Rules.

3. SALIENT TERMS OF THE LOAN AGREEMENT

The salient terms of the Loan Agreement are as follows:

Principal Amount	<p>The principal amount of the Loan is S\$4,000,000 and shall be drawn down in two separate tranches.</p> <p>(a) Under the first tranche, S\$2,500,000 shall be made available for one single drawdown before the signing of the audited financial statements of the Company for the financial period ended 31 December 2022 (the “First Tranche”); and</p> <p>(b) Under the second tranche, S\$1,500,000 shall be made available for one single drawdown before the signing of the audited financial statements of the Company for the financial period ended 31 December 2023 (the “Second Tranche”).</p>
Term	<p>The term of the Loan shall commence on the date of the Loan Agreement for a period of eighteen (18) months (“Term”).</p>
Repayment	<p>The Loan shall be payable to the Lender in one lump sum upon the expiry of the Term or upon the repayment of the Loan (whichever is the earlier).</p> <p>The Company shall be entitled to (at its sole and absolute discretion) repay the Loan in full at any time prior to the expiry of the Term upon giving at least seven (7) days’ notice to the Lender prior to the repayment of the Loan.</p>
Interest	<p>The Loan shall be interest free.</p>
Purpose of Loan	<p>The Loan shall be used by the Company for general working capital purposes and to discharge the current liabilities of the Company.</p>
Placement Option	<p>At the request of the Company, the Lender shall enter into a subscription agreement with the Company (the “Subscription Agreement”) to provide for the subscription of ordinary shares in the capital of the Company (the “Shares”) within one week following the resumption of trading of the Shares on the Catalist board of the SGX-ST (the “Catalist”) (the “Resumption of Trade”), on the following terms:</p> <p>(a) the entire aggregate amount owing to the Lender by the Company under the Loan Agreement (being the Loan) shall be applied towards settlement of the subscription consideration for such subscription of new Shares to be issued and allotted to the Lender by the Company (“Conversion Shares”) at the</p>

	<p>subscription price provided in paragraph (b) below (fractional shares to be disregarded);</p> <p>(b) the subscription price per Conversion Share shall be priced at 10% discount to the weighted average price for trades of the Shares done on the Catalist for the full market day on which the Subscription Agreement is signed, or if trading in Shares is not available for a full market day, the weighted average price for trades of the Shares done on the preceding market day up to the time the Subscription Agreement is signed (rounded up to the nearest 3 decimal places in Singapore dollars). In the event that there are no trades of the Shares on the Catalist during the period of one week following the Resumption of Trade, the subscription price per Conversion Share shall be priced at 10% discount to the weighted average price for trades of the Shares done on the Catalist for the last day on which the Shares were traded prior to the suspension of trade of the Shares; and</p> <p>(c) 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 Shares to be issued pursuant to the Subscription Agreement and such other approval, clearance or waiver from the SGX-ST under the Catalist Rules.</p> <p>Notwithstanding the other terms under the Loan Agreement, the execution and completion of the Subscription Agreement between the Company and the Lender pursuant to the above terms, shall fully and effectively release and discharge the Company from any and all further payment obligations in respect of the Loan.</p>
<p>Event of Default</p>	<p>Upon the occurrence of (i) 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; or (ii) except in the case of resignation or death, if there is any change in the composition of the Board ("each an 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 Loan Agreement within thirty (30) days after receipt of such written request.</p>

4. RATIONALE FOR THE LOAN

In view of the current financial situation of the Company, the Company has entered into the Loan Agreement and the Loan shall be used for general working capital purposes and to discharge the current liabilities of the Company.

5. PROVISION OF LOAN AS AN INTERESTED PERSON TRANSACTION

As Mdm Hao is the Executive Chairperson of the Company and a deemed controlling shareholder of the Company (as described under section 2 above), she is regarded as an “interested person” within the meaning defined in Chapter 9 of the Catalist Rules. The Company is regarded as an “entity at risk” within the meaning defined in Chapter 9 of the Catalist Rules. Accordingly, the entry into the Loan Agreement is regarded as an “interested person transaction” within the meaning defined in Chapter 9 of the Catalist Rules. Pursuant to Rule 909 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. In this case, as the Loan is interest-free, the value of the transaction (being the entry into the Loan Agreement) is zero. Therefore the Company is not required to make an announcement or to seek shareholders’ approval of the Loan pursuant to Rule 905 and Rule 906 of the Catalist Rules respectively.

However, the Company is disclosing the Loan pursuant to Rule 703 of the Catalist Rules read with paragraph 9 of Appendix 7A of the Catalist Rules. Save as disclosed above, there are no other interested person transactions entered into by the Company with Mdm Hao or her associates for the current financial year commencing on 1 January 2024 and up to the date of this announcement.

6. AUDIT COMMITTEE STATEMENT

The audit committee of the Company, having reviewed the rationale for the Loan as well as the terms and conditions of the Loan, is of the view that the Loan is on normal commercial terms and the entry into the Loan Agreement is not prejudicial to the interests of the Company and its minority shareholders.

7. INTEREST OF DIRECTORS AND SUBSTANTIAL SHAREHOLDERS

Save as disclosed herein, none of the directors of the Board and substantial shareholders of the Company and their respective associates has any interests, direct or indirect, in the Loan and the Loan Agreement, other than through their respective shareholding interests in the Company, if any.

By Order of the Board of
SDAI Limited

Yip Kean Mun
Executive Director
27 March 2024

*This announcement has been prepared by SDAI Limited (the “**Company**”) and its contents have been reviewed by the Company’s sponsor, ZICO Capital Pte. Ltd. (the “**Sponsor**”), in accordance with Rule 226(2)(b) of the Singapore Exchange Securities Trading Limited (“**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.