

ENTRY INTO SUBSCRIPTION AGREEMENT FOR PROPOSED TRANSACTION

1. INTRODUCTION

- 1.1 The Board of Directors of the Company refers to its announcement dated 15 December 2025 (the “**Previous Announcement**”), regarding the entry by the Company into a term sheet dated 15 December 2025 (“**Term Sheet**”) with Create Technologies Pte. Ltd. (“**Create**”).
- 1.2 Unless otherwise defined in this announcement (“**this Announcement**”), capitalised terms used in this Announcement shall have the same meaning as ascribed to them in the Previous Announcement.
- 1.3 Further to the Previous Announcement, the Board of Directors is pleased to announce that, following successful negotiations with Create, the Company has entered into a binding shares subscription agreement (“**Subscription Agreement**”) with Create on 5 February 2026 in relation to the Proposed Transaction.
- 1.4 Please refer to Annex A for a diagram of the structure of the Proposed Transaction.

2. SALIENT INFORMATION UNDER THE SUBSCRIPTION AGREEMENT

2.1 Subscription Price and Subscription Shares

As at the date of this Announcement, Create has an issued and paid-up share capital of S\$200,000 comprising 200,000 ordinary shares. Ge Weifeng (“**Ge**”) and Huai, Chaohui (“**Huai**”) hold 100% of the total issued and paid-up capital of Create. Ge and Huai shall collectively be referred to as the “**Existing Shareholders**”.

The Company shall subscribe for, and Create shall allot and issue to the Company, 85,714 new ordinary shares in the capital of Create (“**Subscription Shares**”) for a subscription price of S\$2,000,000.00 (“**Subscription Price**”) (the “**Subscription**”). The Subscription Shares represent approximately 30% of the enlarged issued and paid-up capital of Create.

2.2 Conditions

Completion of the Subscription is conditional upon:

- (a) the results of the financial, operational and legal due diligence on Create being satisfactory to the Company in its absolute discretion;
- (b) the Company, Create and the Existing Shareholders entering into a legal and binding shareholders’ agreement to regulate the affairs of Create and the rights and obligations of its shareholders, together with any other incidental or ancillary agreements as may be necessary to give effect to the transactions contemplated under the Subscription Agreement;
- (c) all regulatory approvals, if any, having been obtained in relation to the transactions contemplated under the Subscription Agreement, and where such approval is obtained subject to any conditions, such conditions being reasonably acceptable to the Company;

- (d) the Company obtaining approval from its shareholders in a general meeting to enter into the Subscription Agreement and the transactions contemplated under the Subscription Agreement (if required).

3. SALIENT INFORMATION UNDER THE SHAREHOLDERS' AGREEMENT

3.1 Definitions

AVT Shares: means the ordinary shares of the Company;

Call Option 2: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 2, which shall be exercisable during Option Period 2 at Option Price 2;

Call Option 3: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 3, which shall be exercisable during Option Period 3 at Option Price 3;

Call Option 4: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 3, which shall be exercisable during Option Period 3 at Option Price 4;

Call Option 5: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 3, which shall be exercisable during Option Period 3 at Option Price 5;

Condition 1: means the revenue of Create is at least S\$1 million for the first six (6) months of the financial year ending 31 December 2026;

Condition 2: means the revenue of Create is at least S\$5.5 million for the financial year ending 31 December 2026 and net profit after tax is at least 10% of the revenue. If Forecast is not satisfied, Condition 2 shall include, in addition, the shortfall in revenue required to meet Forecast;

Condition 3: means the revenue of Create is at least S\$10 million for the financial year ending 31 December 2027 and net profit after tax is at least 10% of the revenue;

Condition 4: means the revenue of Create is at least S\$15.5 million for the financial year ending 31 December 2027 and net profit after tax is at least 10% of the revenue. If Condition 2 is not satisfied and Discounted Call Option 2 is not exercised, Condition 4 shall be an aggregate of Condition 2 and Condition 3;

Consideration: means the amount payable by the Company to the Existing Shareholders in respect of the acquisition of all issued shares in Create;

Discounted Call Option 2: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 2, which shall be exercisable during Option Period 2 at Discounted Option Price 2;

Discounted Call Option 3: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 3, which shall be exercisable during Option Period 3 at Discounted Option Price 3;

Discounted Call Option 4: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 3, which shall be exercisable during Option Period 3 at Discounted Option Price 4;

Discounted Call Option 5: means the right (but not obligation) for the Company to buy from the Existing Shareholders all of Option Shares 3, which shall be exercisable during Option Period 3 at Discounted Option Price 5;

Discounted Option Price 2: means the price of 0.21 multiplied by 1.3 times of the revenue of Create for the financial year ending 31 December 2026, subject to a maximum price of S\$3.15 million derived based on 0.21 multiplied by S\$15 million (valuation cap), payable by such number of AVT Shares equivalent to Discounted Option Price 2 divided by S\$0.30;

Discounted Option Price 3: means the price of 0.49 multiplied by 1.3 times of the revenue of Create for the financial year ending 31 December 2027, subject to a maximum price of S\$13.72 million derived based on 0.49 multiplied by S\$28 million (valuation cap), payable in equal proportions of (1) cash, and (2) AVT Shares to be determined based on a value of S\$0.33 per share;

Discounted Option Price 4: means the price of 0.49 multiplied by 1.2 times of the revenue of Create for the financial year ending 31 December 2027, subject to a maximum price of S\$13.72 million derived based on 0.49 multiplied by S\$28 million (valuation cap), payable in equal proportions of (1) cash, and (2) AVT Shares to be determined based on a value S\$0.33 per share;

Discounted Option Price 5: means the price of 0.70 multiplied by 1 time of the aggregate revenue of Create for the financial year ending 31 December 2026 and the revenue of Create for the financial year ending 31 December 2027, subject to a maximum price of S\$16.87 million derived based on (0.21 multiplied by S\$15 million (valuation cap) + 0.49 multiplied by S\$28 million (valuation cap)), payable as follows:

- (i) in respect of 60,000 ordinary shares owned by the Existing Shareholders collectively, by way of AVT Shares to be determined based on a value of S\$0.30 per share; and
- (ii) in respect of 140,000 ordinary shares owned by the Existing Shareholders collectively, in equal proportions of (1) cash, and (2) AVT Shares to be determined based on a value of S\$0.33 per share;

Forecast: means the revenue of Create is at least S\$1.33 million for the financial year ending 31 December 2025;

Option Period 1: means the period of two (2) months commencing on the date on which the management financial accounts of Create for the financial period ending 30 June 2026 are finalised and signed by the Directors of Create;

Option Period 2: means the period of two (2) months commencing on the date on which the audited financial accounts of Create for the financial year ending 31 December 2026 are finalised and signed by the Directors of Create;

Option Period 3: means the period of two (2) months commencing on the date on which the audited financial accounts of Create for the financial year ending 31 December 2027 are finalised and signed by the Directors of Create;

Option Price 1: means the price of S\$2.05 million for Option Shares 1 payable in cash;

Option Price 2: means the price of 0.21 multiplied by 1.5 times of the revenue of Create for the financial year ending 31 December 2026, subject to a maximum price of S\$3.15 million derived based on 0.21 multiplied by S\$15 million (valuation cap), payable by AVT Shares to be determined based on a value of S\$0.30 per share;

Option Price 3: means the price of 0.49 multiplied by 1.5 times of the revenue of Create for the financial year ending 31 December 2027, subject to a maximum price of S\$13.72 million derived based on 0.49 multiplied by S\$28 million (valuation cap), payable in equal proportions of (1) cash, and (2) AVT Shares to be determined based on a value of S\$0.33 per share;

Option Price 4: means the price of 0.49 multiplied by 1.4 times of the revenue of Create for the financial year ending 31 December 2027, subject to a maximum price of S\$13.72 million derived based on 0.49 multiplied by S\$28 million (valuation cap), payable in equal proportions of (1) cash, and (2) AVT Shares to be determined based on a value of S\$0.33 per share;

Option Price 5: means the price of 0.70 multiplied by 1.5 times of the revenue of Create for the financial year ending 31 December 2027, subject to a maximum price of S\$16.87 million derived based on (0.21 multiplied by S\$15 million (valuation cap) + 0.49 multiplied by S\$28 million (valuation cap)), payable as follows:

- (i) in respect of 60,000 ordinary shares owned by the Existing Shareholders collectively, by way of AVT Shares to be determined based on a value of S\$0.30 per share; and
- (ii) in respect of 140,000 ordinary shares owned by the Existing Shareholders collectively, in equal proportions of (1) cash, and (2) AVT Shares to be determined based on a value of S\$0.33 per share;

Option Shares 1: means the 85,714 ordinary shares constituting 30% of the issued and paid-up capital of Create;

Option Shares 2: means the 60,000 ordinary shares of Create owned by the Existing Shareholders collectively;

Option Shares 3: means the 140,000 ordinary shares owned by the Existing Shareholders collectively. If Put Option 2, Call Option 2 and/or Discounted Call Option 2 was not exercised, Option Shares 3 means the 200,000 ordinary shares owned by the Existing Shareholders collectively;

Put Option 1: means the right (but not obligation) for the Company to sell to the Existing Shareholders all of Option Shares 1, which shall be exercisable during Option Period 1 at Option Price 1;

Put Option 2: means the right (but not obligation) for the Existing Shareholders to sell to the Company all of Option Shares 2, which shall be exercisable during Option Period 2 at Option Price 2;

Put Option 3: means the right (but not obligation) for the Existing Shareholders to sell to the Company all of Option Shares 3, which shall be exercisable during Option Period 3 at Option Price 3;

Put Option 4: means the right (but not obligation) for the Existing Shareholders to sell to the Company all of Option Shares 3, which shall be exercisable during Option Period 3 at Option Price 4; and

Put Option 5: means the right (but not obligation) for the Existing Shareholders to sell to the Company all of Option Shares 3, which shall be exercisable during Option Period 3 at Option Price 5.

3.2 Put and Call Options

If Condition 2, Condition 3 and/or Condition 4 are not satisfied, only the Company shall have the right (but not the obligation) to exercise the call option.

If any portion of the Consideration is to be satisfied by the issuance or transfer of AVT Shares to the Existing Shareholders, Ge agrees that all such AVT Shares received by himself shall be subject to a three (3) year moratorium commencing from the date on which the relevant AVT Shares are issued or transferred to the Existing Shareholders.

Once the Company holds 51% or more of the issued and paid-up capital of Create, the Existing Shareholders shall have the right to sell their shares to the Company, subject to the following conditions:

- (a) Create is profitable for the relevant financial year;
- (b) the option must be exercised within three (3) months following the close of Create's financial statements and signed by the Directors; and
- (c) the purchase price of the shares shall be based on Create's net tangible assets as at the end of the most recent audited financial year preceding the date of exercise of the option, determined in accordance with the Singapore Financial Reporting Standards (International) and certified by Create's auditors or such independent auditors as may be approved by the Company, whose determination shall be final and binding in the absence of manifest error. Completion of the sale and purchase of the issued shares in the capital of Create shall take place within 20 Business Days after the date of exercise of the option, or such other date as the Company may determine in writing. For the avoidance of doubt, net tangible assets shall exclude goodwill, intellectual property, brand value, deferred tax assets, and any unrealised or revaluation gains.

3.3 Put Option 1

In consideration of the Company entering into the Shareholders' Agreement, and if Condition 1 is not satisfied, the Existing Shareholders shall grant to the Company an option to sell to the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Put Option 1, all of Option Shares 1 exercisable during Option Period 1 at Option Price 1.

3.4 Put Option 2

In consideration of the Existing Shareholders entering into the Shareholders' Agreement, and if Condition 1 and Condition 2 are both satisfied, the Company shall grant to the Existing Shareholders an option to sell to the Company, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Existing Shareholders of Put Option 2, all of Option Shares 2 exercisable during Option Period 2 at Option Price 2.

3.5 Call Option 2

In consideration of the Company entering into the Shareholders' Agreement, and if Condition 1 and Condition 2 are both satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Call Option 2, all of Option Shares 2 exercisable during Option Period 2 at Option Price 2.

3.6 Discounted Call Option 2

In consideration of the Company entering into the Shareholders' Agreement, and if Condition 1 is satisfied but Condition 2 is not satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Discounted Call Option 2, all of Option Shares 2 exercisable during Option Period 2 at Discounted Option Price 2.

3.7 Put Option 3

In consideration of the Existing Shareholders entering into the Shareholders' Agreement, and if Condition 2 and Condition 3 are both satisfied, the Company shall grant to the Existing Shareholders an option to sell to the Company, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Existing Shareholders of Put Option 3, all of Option Shares 3 exercisable during Option Period 3 at Option Price 3.

3.8 Call Option 3

In consideration of the Company entering into the Shareholders' Agreement, and if Condition 2 and Condition 3 are both satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Call Option 3, all of Option Shares 3 exercisable during Option Period 3 at Option Price 3.

3.9 Discounted Call Option 3

In consideration of the Company entering into the Shareholders' Agreement, and if Condition 2 is satisfied but Condition 3 is not satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Discounted Call Option 3, all of Option Shares 3 exercisable during Option Period 3 at Discounted Option Price 3.

3.10 Put Option 4

In consideration of the Existing Shareholders entering into the Shareholders' Agreement, and if Discounted Call Option 2 is exercised and Condition 3 is satisfied, the Company shall grant to the Existing Shareholders an option to sell to the Company, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Existing Shareholders of the Put Option 4, all of Option Shares 3 exercisable during Option Period 3 at Option Price 4.

3.11 Call Option 4

In consideration of the Company entering into the Shareholders' Agreement, and if Discounted Call Option 2 is exercised and Condition 3 is satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Call Option 4, all of Option Shares 3 exercisable during Option Period 3 at Option Price 4.

3.12 Discounted Call Option 4

In consideration of the Company entering into the Shareholders' Agreement, and if Discounted Call Option 2 is exercised and Condition 3 is not satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Discounted Call Option 4, all of Option Shares 3 exercisable during Option Period 3 at Discounted Option Price 4.

3.13 Put Option 5

In consideration of the Existing Shareholders entering into the Shareholders' Agreement, and if Condition 4 (i.e. the aggregate of Condition 2 and Condition 3) is satisfied, the Company shall grant to the Existing Shareholders an option to sell to the Company, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Existing Shareholders of Put Option 5, all of Option Shares 3 exercisable during Option Period 3 at Option Price 5.

3.14 Call Option 5

In consideration of the Company entering into the Shareholders' Agreement, and if Condition 4 (i.e. the aggregate of Condition 2 and Condition 3) is satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Call Option 5, all of Option Shares 3 exercisable during Option Period 3 at Option Price 5.

3.15 Discounted Call Option 5

In consideration of the Company entering into the Shareholders' Agreement, and if Condition 4 (i.e. the aggregate of Condition 2 and Condition 3) is not satisfied, the Existing Shareholders shall grant to the Company an option to purchase from the Existing Shareholders, free from all charges, liens and other encumbrances and with all rights attaching thereto on the date of the exercise by the Company of Discounted Call Option 5, all of Option Shares 3 exercisable during Option Period 3 at Discounted Option Price 5.

4. FINANCIAL EFFECTS OF THE PROPOSED TRANSACTION

4.1 Chapter 10 of the SGX Mainboard Listing Rules (“Listing Rules”)

The *pro forma* financial effects of the Proposed Transaction, computed on the bases set out in Rule 1006 of Listing Rules and on the assumption that the relevant put and call options are exercised resulting in the Company acquiring 100% of Create, and based on the Group’s latest announced audited consolidated financial statements for the financial year ended 30 June 2025 and the *pro forma* unaudited financial statements of Create, are set out below:

Rule 1006	Bases	Relative Figures (%) ⁽¹⁾
(a)	The net asset value of the assets to be disposed of, compared with the Group's net asset value. This basis is not applicable to an acquisition of assets.	Not applicable ⁽²⁾
(b)	The net profits attributable to the assets acquired or disposed of, compared with the Group's net profits.	234% ⁽³⁾
(c)	The aggregate value of the consideration ⁽⁴⁾ given or received, compared with the Company’s market capitalisation based on the total number of issued shares excluding treasury shares.	61% ⁽⁵⁾
(d)	The number of equity securities issued by the Company as consideration for an acquisition, compared with the number of equity securities previously in issue.	18% ⁽⁶⁾
(e)	The aggregate volume or amount of proved and probable reserves to be disposed of, compared with the aggregate of the group’s proved and probable reserves. This basis is applicable to a disposal of mineral, oil or gas assets by a mineral, oil and gas company, but not to an acquisition of such assets. If the reserves are not directly comparable, the Exchange may permit valuations to be used instead of volume or amount.	Not applicable ⁽⁷⁾

Notes:

- (1) Percentage figures are rounded to the nearest one (1) decimal place.
- (2) Not applicable as the Group is not disposing of any assets.
- (3) Based on the pro forma net profit of Create of S\$1,550,000, reflecting the acquisition of 100% equity interest in Create divided by the Group’s audited net profits of S\$663,000 for the year ended 30 June 2025.
- (4) Based on the maximum consideration of S\$18.87 million for a 100% interest in Create.
- (5) Based on the Company’s market capitalisation of approximately S\$31.13 million on 4 February 2026.
- (6) Based on the assumption that all relevant put and call options are exercised, resulting in the Company acquiring 100% of Create, and that the maximum number of equity securities is issued by the Company as consideration for the Proposed Transaction.
- (7) Not applicable as the Company is not a mineral, oil and gas company.

As the Proposed Transaction involves the acquisition of profitable assets, and the only relative figure computed on the bases set out in Rule 1006 of the Listing Rules which exceeds 100% is that calculated under Rule 1006(b) of the Listing Rules, Rule 1015 of the Listing Rules would not apply to the Proposed Transaction.

Nevertheless, as one or more of the relative figures as computed on the bases set out in Rule 1006 of the Listing Rules exceeds 20%, the Proposed Transaction would be considered a major transaction under Chapter 10 of the Listing Rules and is therefore subject to the approval of the shareholders of the Company at a general meeting.

4.2 Illustrative Effects of the Proposed Transaction

(a) Illustrative Nature of Financial Effects

The *pro forma* financial effects of the Proposed Transaction on the Company's share capital, the Group's net tangible assets ("NTA") per Share and net asset value ("NAV") per Share, and earnings per Share ("EPS") as set out below are strictly for illustrative purposes and are not indicative of the actual financial position and results of the Group following the Completion of the Proposed Transaction.

The *pro forma* financial effects have been prepared based on the Group's latest announced audited consolidated financial statements for the financial year ended 30 June 2025 and the *pro forma* unaudited financial statements of Create, on the following bases and assumptions:

- (i) for purposes of computing the effect of the NTA and NAV per Share of the Group, it is assumed that the Proposed Transaction had been completed on 30 June 2025;
- (ii) for purposes of computing the effect of the Proposed Transaction on the EPS, it is assumed that the Proposed Transaction was completed on 1 July 2024;
- (iii) the share capital of the Company as at the date of this Announcement comprising 171,046,041 Shares; and
- (iv) the expenses incurred in connection with the Proposed Transaction amount to S\$125,000.

(b) NTA and NAV

Assuming that the Proposed Transaction was completed on 30 June 2025, the *pro forma* financial effects on the Group's NTA and NAV per Share would be as follows:

	NTA		NAV	
	Before the Proposed Transaction	After the Proposed Transaction	Before the Proposed Transaction	After the Proposed Transaction
NTA/NAV attributable to the owners of the Company (S\$'000)	50,895	33,527	50,895	52,320
Number of issued ordinary shares in the capital of the Company	171,046,041	202,333,920	171,046,041	202,333,920
NTA/NAV per Share (Singapore cents)	29.76	16.57	29.76	25.86

(c) EPS

Assuming that the Proposed Transaction was completed on 1 July 2024, the *pro forma* financial effects on the Group's EPS would be as follows:

	Before the Proposed Transaction	After the Proposed Transaction
Net profit attributable to shareholders (S\$'000)	663	2,088
Weighted average number of shares	171,046,041	202,333,920
EPS (Singapore cents)	0.39	1.03

4.3 Directors' Service Contracts

No person is proposed to be appointed as a director of the Company in connection with the Proposed Transaction. Accordingly, no service contract is proposed to be entered into between the Company and any such person in connection with the Proposed Transaction.

5. RATIONALE FOR THE PROPOSED TRANSACTION

Create operates in a technological field that is experiencing strong and sustained growth, driven by increasing demand for high-precision positioning, tracking and structural-monitoring solutions across multiple industries. With rising global adoption of smart-infrastructure and advanced monitoring systems, Create is well-placed to capture emerging opportunities and scale as the sector expands.

The Proposed Transaction, with the positive business outlook for Create, may allow the potential for growth in the market capitalisation of the Company, an overall increase in investor interest and consequently, improvement in trading liquidity of the shares of the Company. The Proposed Transaction represents an opportunity for the Company to venture into a new business segment that would enable the Company to diversify and enlarge its earnings base.

6. CONVENING OF EXTRAORDINARY GENERAL MEETING TO OBTAIN SHAREHOLDERS' APPROVAL

The Company will be seeking Shareholders' approval at an extraordinary general meeting ("EGM") to be held by physical means in due course, to approve the Proposed Transaction. A circular containing, *inter alia*, the notice of the EGM, details of the Proposed Transaction, and the opinion of the financial adviser, will be despatched to Shareholders in due course.

7. FINANCIAL ADVISOR

W Capital Markets Pte. Ltd. is the exclusive financial adviser to the Company in connection with the Proposed Transaction.

8. INTERESTS OF DIRECTORS AND CONTROLLING SHAREHOLDERS

Save as disclosed in this Announcement, to the best of the knowledge of the Board, none of the Directors and substantial shareholders of the Company have any interest, direct or indirect, in the Proposed Transaction, other than through their shareholdings in the Company, if any.

9. FURTHER ANNOUNCEMENTS

The Company will update the Shareholders if there are any material developments and will make the necessary announcements.

10. DOCUMENTS AVAILABLE FOR INSPECTION

A copy of the Subscription Agreement and a copy of the draft Shareholders' Agreement is available for inspection at the registered office of the Company at 19A Serangoon North Avenue 5, Singapore 554859, during normal business hours on any weekday for three (3) months from the date of this Announcement.

11. CAUTIONARY STATEMENT

Shareholders and potential investors are advised to read the Previous Announcement in conjunction with this Announcement and any further announcements by the Company carefully.

Shareholders and potential investors should note that the completion of the Subscription Agreement is subject to conditions which may or may not be fulfilled. The Company will make the necessary announcements when there are further material developments in relation to the Proposed Transaction.

Shareholders and potential investors should refrain from taking any action with respect to their shares in the Company which may be prejudicial to their interests, and to exercise caution when dealing in the shares of the Company. Shareholders and potential investors should consult their stockbrokers, bank managers, solicitors or other professional advisors if they have any doubt about the actions they should take.

12. 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 Proposed Transaction, 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 (including information relating to Create or the Existing Shareholders) 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

Lim Eng Hong
Chief Executive Officer &
Executive Chairman

5 February 2026

ANNEX A

